

**LETTER OF UNDERSTANDING
BETWEEN
THE COUNTY OF LIVINGSTON
AND
THE SHERIFF OF LIVINGSTON COUNTY
AND
THE LIVINGSTON COUNTY DEPUTY SHERIFF ASSOCIATION**

The Livingston County Sheriff and the Livingston County Board of Commissioners (the Employer”), and the Livingston County Deputy Sheriffs Association (the “Union”) hereby agree to the following:

1. From the date this Letter of Understanding (“LOU”) is executed until its expiration, all Deputies promoted to Detectives hereinafter shall serve in that capacity at the sole discretion of the Sheriff. This shall include the Sheriff’s power to demote Detectives back to field services Deputies, with the corresponding reduction in pay, without recourse from the grievance and arbitration procedure of Article VIII of the Collective Bargaining Agreement (“CBA”). The Union shall maintain the right to grieve in instances where other forms of discipline for Detectives are involved, which must be for just cause; however, the decision to demote and/or transfer a Detective back to field services, with or without cause, will rest solely with the Sheriff and shall not be subject to the grievance and arbitration procedure under the CBA. The Sheriff and the Union further agree that the promotional process outlined in the Article 13 of the CBA shall continue to be followed for a Deputy to promote to Detective, with the exception of the rotating Detective position per paragraph 2, below.

2. The Sheriff and the Union agree that not more than 1 Detective position shall be a rotating position that is assigned by the Sheriff for a duration not to exceed 3 years and this rotating position is not subject to Article 13 of the CBA. To be considered for assignment to this rotating Detective position, any applicant Deputies shall include a letter of interest to their Division Commander; the Deputy shall have successfully completed FTO and must no longer be a probationary employee. The rotating

Detective shall receive the same compensation and benefits as the promoted Detectives as outlined in the CBA.

3. The parties agree to suspend Article 57 of the CBA and allow the Sheriff to offer increased starting wages to new hires commensurate with the extent of their prior law enforcement experience up to the top step for Deputy/Corrections Deputy or Animal Control Officer pay. This only applies to pay and does not provide for additional seniority and/or benefits.

4. The parties agree to increase the comp bank limits in Article 29.2 of the CBA from a maximum of 60 hours to a maximum of 80 hours for all bargaining unit members.

5. This Letter of Understanding will expire either at **11:59 p.m. on December 31, 2028 or once Sheriff Michael Murphy is no longer the elected Sheriff** and will survive the expiration of any CBAs between the parties in the interim. Prior to its expiration, the parties will meet to review the status of this LOU and determine whether any changes will be made to its terms. It is expressly understood and agreed that any modifications to this LOU must be in writing and signed by the parties hereto.

6. The Employer and the Union, by their undersigned respective authorized representatives, agree that each has read this Letter and understands and agrees with the terms and conditions set forth. It is expressly understood and agreed that this LOU shall be without precedent or prejudice for any future circumstance.

For the Employer:

Livingston County Sheriff Michael J. Murphy

Dated: _____

Wes Nakagiri, Chairman
Livingston County Board of Commissioners

Dated: _____

For the Union:

Det. Matt Young, LCDSAMI President

Dated: _____