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FINAL FOR SIGNATURES

# AGREEMENT

BETWEEN

**LIVINGSTON COUNTY BOARD OF COMMISSIONERS**

AND

**SHERIFF OF LIVINGSTON COUNTY**

AND

**LIVINGSTON COUNTY DEPUTY SHERIFFS ASSOCIATION**



**EFFECTIVE:  
JANUARY 1, 2023-THROUGH DECEMBER 31, 2025**



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## ARTICLE I AGREEMENT

1.1: This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, ~~2020~~2023, effective January \_\_, ~~2020~~2023, by and between the LIVINGSTON COUNTY BOARD OF COMMISSIONERS and the LIVINGSTON COUNTY SHERIFF, hereinafter referred to as “Employer,” and LIVINGSTON COUNTY DEPUTY SHERIFFS ASSOCIATION, hereinafter referred to as “Union.”

## ARTICLE II RECOGNITION

2.1: Collective Bargaining Unit. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for the bargaining unit described herein.

Regular, full-time employees classified as Detectives, Corrections Officers, Animal Control Officers, and Deputies.

Excluding: All other Sheriff Department Personnel, including Command Officers, Sergeants, all other Supervisors, Seasonal employees, Auxiliary employees, Marine Division employees, Switchboard Operators, Confidential Secretaries, Clerical Staff, Property Room Clerks and Booking Clerks.

## ARTICLE III ASSOCIATION REPRESENTATION

3.1: Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee whose sole functions shall be to meet with Employer representatives for the purpose of negotiating modifications to this Agreement. The committee shall be composed of ~~three (3)~~four (4) stewards from the divisions which comprise the bargaining unit ~~together with the Union's business agent~~. The Employer agrees to pay committee members at their regular straight time rate for all time lost from their regular schedule of work while in collective bargaining meetings with Employer representatives. If any member of the bargaining committee is unavailable for any negotiation meeting, any member of the bargaining unit may replace the absent member for that meeting. At no time shall the number of bargaining members exceed ~~three (3)~~four (4).

3.2: Stewards. The Employer agrees to recognize a chief steward elected by the Union from the bargaining unit and one (1) steward for each regular shift who shall be elected by that shift, except that the chief steward shall also serve as the steward for the shift on which he is working. All stewards shall function for the purpose of processing grievances in accordance with the grievance procedure established in this Agreement. Upon receiving permission from their immediate supervisor, they may investigate and/or present grievances in accordance with the grievance procedure during their regularly scheduled work hours without loss of pay provided that it is understood such time shall be devoted to the proper processing of grievances and will not be abused by unreasonably interfering with the operations of the department. A steward who abuses such time may be subject to disciplinary action. Alternates may be appointed to serve only in the absence of

the duly elected or appointed steward. The Union shall advise the Employer in writing of the names of its stewards or alternates before they shall be recognized.

#### **ARTICLE IV AGENCY SHOP AND DUES CHECKOFF**

4.1: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit and in accordance with applicable law. The Union further agrees not to solicit union membership and not to conduct activities, except as otherwise provided for by the terms of this Agreement.

4.2: The Employer agrees to deduct union dues for present regular employees who have so authorized thirty-one (31) days following the effective date of this Agreement. For new employees, this payment shall commence thirty-one (31) days following the date of execution of their checkoff authorization form.

4.3: The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member, the union dues, subject to all of the following conditions:

- A. The Union shall obtain from each of its members a completed authorization form which shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All checkoff authorization forms shall be filed with the Employer, who may return any incomplete or incorrectly completed form to the Union's treasurer, and no checkoff shall be made until such deficiency is corrected.
- C. The Employer shall only checkoff obligations which become due at the time of checkoff, and will make checkoff deductions only if the employee signed a checkoff authorization and has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union. An employee may withdraw the employee's checkoff authorization with the County by giving the County at least thirty (30) days written notice, or in accordance with applicable MERC decision or controlling precedent at the time of such withdrawal request, whichever period is greater, in writing to the Employer's Human Resources Office. The Union will be notified by Human Resources of each request to withdraw union dues authorization. The parties acknowledge that such withdrawal of union dues authorization with the County will not act to prejudice any remedy the Union may have directly against the employee.
- D. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- E. The Union shall provide at least thirty (30) days written notice to the Employer of the amount of union dues to be deducted from the wages of employees in accordance

with this article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

- F. The Union agrees to defend, indemnify and save the County and/or Sheriff harmless against any and all claims, lawsuits, or other forms of liability arising out of its deduction from an employee's pay of union dues, or in reliance upon any list, notice, certification or authorization furnished under this article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.
- G. The checkoff authorization form shall be provided by the Union, and will at all times comply with all applicable laws, regulations, and precedent. The Union shall exclusively be responsible to defend any and all legal issues and administrative charges regarding the enforceability of provisions of the checkoff authorization form. Issues regarding the checkoff authorization form or enforceability of window periods are not subject to the arbitration provisions of this agreement.

#### **ARTICLE V RESIDUAL SUBCONTRACTING CLAUSE**

5.1: It is not the Employer's intention to decrease the number of positions in the department. It is understood, however, notwithstanding the foregoing, the Employer may not have available or sufficient manpower, proper equipment, capacity and ability to perform work within required amounts of time during emergencies or when work of the department cannot be performed by bargaining unit employees on an efficient and economical basis. In the event that any of the foregoing necessitate subcontracting, the Employer shall have the right to subcontract work subject, however, to notification to the Union to insure that regular full-time employees are not laid off in the event of the need to subcontract.

#### **ARTICLE VI SPECIAL CONFERENCES**

6.1: The parties agree to meet and confer upon any terms of this Agreement needing clarification upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining nor to in any way modify, add to, or detract from the provisions of this Agreement, excepting the parties may enter into written letters of understanding. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than two (2) persons, and the Union representatives may be comprised of Union members or Union representatives or any combination thereof.

6.2: Employee representatives of the Union at special meetings will be paid by the County for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

**ARTICLE VII  
MANAGEMENT RIGHTS**

7.1: The Union acknowledges that the Employer hereby retains and reserves unto itself, except as specifically limited or abrogated by the express terms of this Agreement, all of the powers, rights and authority conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States of America including those inherent and traditional rights of the Employer to operate and manage the affairs of Livingston County. Among the rights reserved, included by way of illustration and not by way of limitation are:

- A. To determine all matters pertaining to the services to be furnished including the methods, procedures, equipment and machines to provide such service.
- B. To study and utilize new and improved methods and equipment within or without of the Employer's facilities.
- C. To determine the number and location of facilities, stations and departments including their functions and operation.
- D. To determine the number and qualifications of personnel including the establishment of and removal of classifications of work.
- E. To determine schedules of work and to alter those schedules.
- F. To hire, promote, demote, assign, transfer, layoff or recall personnel.
- G. To maintain order and efficiency; to establish reasonable rules and regulations and to enforce those rules and regulations; to discipline and discharge employees for just cause.

**ARTICLE VIII  
GRIEVANCE AND ARBITRATION PROCEDURES**

8.1: A grievance is defined as a claim reasonably and sensibly founded on an alleged violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within ten (10) days following the incident which caused the grievance. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

8.2: An employee having a grievance in connection with the terms of this Agreement shall present it as follows. Both parties must mutually agree to waive any step in the grievance process.

<b>STEP 1</b>	The grievance shall be verbally presented by the employee and Union representative to his/her immediate supervisor within said ten (10) day period, requesting that the grievance be adjusted. The supervisor shall meet with the employee to discuss the grievance and will attempt to respond to said grievance within three (3) days of said meeting, but in no event more than six (6) days after the grievance has been presented to the supervisor. He/she shall have his/her steward present. No settlement shall be final and binding until it has been approved by the Sheriff or his designated representative. The employee shall suffer no loss of
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	pay for the time spent with the supervisor to discuss the grievance. The answer of the immediate supervisor may be given verbally.
<b>STEP 2</b>	If the answer of the immediate supervisor received in Step 1 is not satisfactory to the employee, the grievance shall be appealed within three (3) days of receipt of the answer in Step 1 by submitting the grievance in writing, specifying the provisions of the contract allegedly violated and the facts thereof, and by signing his/her name to the grievance, to the Division Commander, or his/her designated representative. A copy of the grievance shall be sent to the Labor Relations Manager of the County. Within five (5) days following receipt of the written grievance, the Division Commander, or his/her representative, shall schedule a meeting with the steward and the affected employee for the purpose of discussing the grievance. The Division Commander, or his/her representative, shall submit a written answer to the affected employee and the steward within ten (10) days following such meeting.
<b>STEP 3</b>	If the grievance is not satisfactorily resolved at Step 2, the decision rendered may be appealed to the Sheriff by giving the Sheriff written notice thereof within five (5) days following receipt of the Division Commander's written answer in Step 2. Upon appeal, the matter shall be reconsidered at a meeting scheduled within ten (10) days. The Union shall be represented at this meeting by the steward and the business agent. The Employer shall be represented by the Sheriff and/or other Employer representatives. The Sheriff shall reply to the appeal in writing within ten (10) days following such meeting.
<b>STEP 4</b>	In the event that the grievance is not satisfactorily resolved in Step 3, the Union may appeal the matter to an arbitrator by giving the Sheriff written notice of intent to arbitrate within ten (10) working days following receipt of the Employer's answer in Step 3.

8.3: If a timely request for arbitration is filed by the Union on a grievance, the parties shall attempt to select within ten (10) days following the receipt by the Sheriff of the Union demand for arbitration as stated in Step 4, by mutual agreement, one (1) arbitrator who shall decide the grievance. If no agreement is reached, the Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) from which the parties shall select the person who shall be the arbitrator for that grievance. The fees and services of the arbitrator shall be shared equally by the Union and the Employer, but each party shall bear the costs of its own expenses and witnesses.

8.4: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all the times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance, if arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The arbitration award shall not be retroactive earlier than the date the grievance was first submitted in writing. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge arbitration or awards thereunder if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

8.5: Time Computation. The time limits established in the grievance procedure shall be followed by the parties. If the time procedure is not followed by an employee or the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall remain active and automatically advance to the next step, provided, however, that arbitration shall not occur unless the Union submits written notice of its desire to arbitrate. The time limits established herein may be extended by mutual agreement in writing. In computing days under the grievance and arbitration procedures, Saturday, Sunday, and holidays shall be excluded.

8.6: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. The withdrawal of a grievance resulting from the application of this section shall not act as precedent to any future grievances. This section shall not be applicable to worker's compensation proceedings or complaints filed with the Equal Employment Opportunity Commission.

8.7: Effective Dates. Notwithstanding any contract language to the contrary, the agreement to arbitrate under Article VIII shall become effective upon the execution of this collective bargaining agreement by both parties and shall not be given any retroactive application. No grievances filed after the expiration of the predecessor labor contract and before the execution of this Agreement may be arbitrated.

## **ARTICLE IX STRIKES AND LOCKOUTS**

9.1: The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, stay-a-way, strike, or other concerted activity which interferes with the operation of the Sheriff's Department. The Sheriff agrees that during the same period, there will be no lockouts. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, stay-a-way or strike may be disciplined or discharged in the sole discretion of the Sheriff.

## **ARTICLE X DISCHARGE OR SUSPENSION**

10.1: The parties agree that the employees covered hereby will not be subject to discharge solely because of political reasons. If an employee performs duties in connection with an activity financed in whole or in part by federal funds, the employee must comply with all requirements and prohibitions of the Hatch Act. Further, the Union recognizes and respects the statutory rights of the County and Sheriff; and the Employer recognizes and respects the statutory rights of the employees.

10.2: The Sheriff and/or his designate shall not discharge or suspend any employee without just cause. Any violation(s) which warrants a suspension shall be in writing. One (1) copy will be given

to the employee, one (1) copy will be forwarded to the Union, one (1) copy will be forwarded to the Labor Relations Manager by the Sheriff, and the Sheriff will retain the original. An error in furnishing copies shall not affect the merits of the discipline. Suspension notices shall remain in effect for a period not to exceed (18) eighteen months from the date of the suspension notice. Any employee receiving three (3) suspension notices within two (2) years may be discharged without recourse; however, this shall not be construed as requiring a specified number of suspension notices before discharge may be imposed. Counseling memos and written warnings/reprimands will remain in effect for twelve (12) months.

10.3: All suspensions and/or discharges issued by designates of the Sheriff shall be reviewed by the Sheriff or his designee within twenty-four (24) hours following the suspension and/or discharge. If, in the opinion of the Sheriff, the suspension or discharge was unwarranted, the employee shall be reinstated in his position without loss of seniority or wages for the period of his discharge or suspension.

10.4: The Employer shall provide to an employee civil legal counsel, selected by the Employer, necessary to cover any civil litigation arising out of the good faith performance of the officer's duties by any law enforcement officers covered by this Agreement at the time of the good faith performance of the duties performed, subject to the coverage document of Livingston County's insurance provider. The Employer will not provide legal assistance in defense of violations to the statutes or any ordinances, state, federal or local, allegedly committed by any law enforcement officers covered by this Agreement. The Employer shall not provide legal assistance for any alleged criminal misconduct of an officer at any time.

## **ARTICLE XI SENIORITY**

11.1: Upon completion of an employee's probationary period, he/she shall be granted seniority, and his/her name shall be added to the department seniority list. The seniority list shall contain the names of all seniority employees, their job title and their length of service with the department. The Employer shall provide its most current seniority list to the Union President upon his/her request.

11.2: Loss of Seniority. An employee shall lose his seniority for the following reasons:

- A. By voluntary termination. Note: Voluntary terminations are accepted by written or verbal notice or are assumed if any employee misses three (3) consecutive work days without notifying the Employer or by failure to return to work at the designated time upon the conclusion of a leave of absence, or by failure to reply to a layoff rehire notice within three (3) working days following receipt of a certified rehire notice. Exceptions may be made to "assumed" terminations provided the employee can prove his inability to call in or return as required.
- B. By retirement.
- C. By layoff which exceeds one (1) year.
- D. He/she is discharged and not reinstated.

- E. He/she is on a leave of absence which exceeds one (1) year.
- F. He/she is absent from work due to a work related injury for which the employee is receiving worker's compensation benefits for a period that exceeds three (3) years.
- G. A settlement with the employee has been made for total disability.
- H. He/she is promoted out of the bargaining unit for a period in excess of one (1) year.
- I. He/she is convicted of a felony.

**ARTICLE XII  
PROBATIONARY PERIOD**

12.1: New Deputies who are already certified and Corrections Officers and Animal Control Officers hired in the bargaining unit shall be considered probationary employees for the first twelve (12) months of their employment. For new Deputies hired in the bargaining unit who are not already MCOLES certified, the probationary period begins upon graduation from the police academy. If more than fourteen (14) consecutive days are lost from work, including certification school, an employee's probationary period shall be extended by the number of days that an employee is absent from work during the probationary period. An employee may have his/her probationary period extended for no more than one (1) three (3) month period when, in the sole discretion of the Sheriff, the employee's performance is not satisfactory. Input from the Union and supervisor shall be sought prior to the determination of the extension of probationary period. If an employee's probationary period is extended, the Sheriff shall advise the Union, in writing, as to the reasons for the extensions. During the probationary period, an employee may be terminated by the Sheriff within his sole discretion without regard and without recourse to the provisions of this Agreement, including the grievance procedure. See Art. 13.13 regarding promoted and reclassified employees.

**ARTICLE XIII  
PROMOTIONS**

13.1: Promotional procedure shall be on a competitive basis as follows:

13.2: Eligible employees must have five (5) years of service as a road patrol deputy in the Sheriff's Department for promotion to road sergeant and detective, five (5) years of service as a corrections officer in the Sheriff's Department for promotion to the corrections sergeant position, and three (3) years of continuous service as a detective in the Sheriff's department for promotion to detective sergeant.

13.3: Employees must have the present skill and ability to perform the work in question.

13.4: Promotional vacancies which are to be filled will be posted for a period of ten (10) calendar days in a conspicuous place in the department.

13.5: Eligible employees who have signed the posting shall be scheduled to take the written examination. Employees who are scheduled to work, sign up for the promotion examination, and who fail to attend and /or complete the exam without prior approval from their supervisor shall be

ineligible to participate in the next biennial exam but shall not be subject to any form of discipline (including all forms of discipline such as counseling memos, written warnings/reprimands, suspensions and/or discharge) for his/her failure to appear for the scheduled examination.

13.6: The written test given employees trying for promotion shall be uniform, and applicants writing such examination shall be given the results thereof.

13.7: All employees meeting the above qualifications who score a minimum of seventy percent (70%) raw score on the written examination shall be eligible to participate in the oral examination.

13.8: The oral examination shall be given by a tri-party panel consisting of the Sheriff or his designee and one (1) other command officer, to be designated by the Sheriff. The Union shall appoint one (1) member of the board having rank equivalent to or superior to that rank being filled.

13.9: Employees who have completed the written and oral examinations shall be ranked in ascending order with the highest score listed at the top. Scores will be weighed using the following criteria:

EXAMINATION	CRITERIA %
WRITTEN EXAM	50%
ORAL EXAM	50%
COMBINED RAW SCORE MUST TOTAL	70%

13.10: The Sheriff shall award the promotion in his sole discretion to one (1) of the three (3) highest scoring applicants.

13.11: The promoted employee shall be paid the rate for the new rank on the appropriate step level in that rank which will result in an increase in pay.

13.12: If no applicant has received a minimum of seventy (70%) percent raw score on the written examination or if there are no eligible applicants within the department, the Employer may exercise his sole discretion in filling the vacancy.

13.13: The promoted or reclassified employee shall serve a one (1) year probationary period in the new position with its bargaining unit during which time he/she may be reverted back to his/her former position without loss of seniority. During this period, the promoted employee may also revert back to his/her former position at his/her request. Corrections Officers who are not already MCOLES certified may, in the Sheriff's sole discretion, have their probationary period extended by the length of the academy if the employee is sent to be certified by MCOLES.

13.14: Exams taken shall not be considered for any promotions/vacancy other than the specific promotion/vacancy applied for. Applicants who apply for subsequent promotions must take the written and oral exams for each such promotion applied for. Commencing in 2007 a biennial promotion test shall be given by March 31. Applicants must possess the requisite qualifications in

order to test. As it relates to service requirements for testing, an applicant must possess adequate seniority at the time of testing or before the test results expire. In order to be eligible to accept a promotion, an employee must actually possess all requirements for the position. The test results shall remain effective for two (2) years. If the promotional list is exhausted prior to December 1<sup>st</sup> of the second year, the Sheriff can make an appointment at his sole discretion. If the list is exhausted between December 1<sup>st</sup> and March 31<sup>st</sup> of the second year, a new promotional process will take place and the promotion will come from the newly established list according to the other provisions of this section. Results will remain effective until March 31 two years from the test.

13.15: Non-MCOLES certified personnel are not eligible to test for the positions of road sergeant or detective under this promotional procedure. Non-MDOC certified personnel are not eligible to test for the position of corrections sergeant under this promotional procedure.

13.16: Oral Board Procedure. Members of the oral board shall meet prior to administering the oral examination for the purpose of establishing a list of questions to be asked each candidate and the value to be assigned each question.

13.17: All candidates will be asked the same questions and scored individually by each member of the oral board.

13.18: At the conclusion of the oral examination, each board member shall total their scores. The average score of the three (3) board members shall be the candidate's combined examination score and must meet a minimum score of seventy percent (70%). Candidates who do not score at least seventy percent (70%) on the oral examination shall not be eligible for promotion. The top two (2) scores shall be used in calculating the score of the oral examination. The bottom score will not be used in calculating the oral exam score.

13.19: For any bargaining unit employee who: (a) has requested that he/she be scheduled to take a written promotional examination on non-work time and for which time he/she is not paid by the Employer and is not "on the clock" (b) has been notified in writing that he/she is scheduled for such examination on a particular date; and (c) if any such employee so scheduled does not appear to take the scheduled examination; then (d) the employee shall not be subject to any form of discipline (including all forms of discipline such as counseling memos, written warnings/reprimands, suspensions and/or discharge) for his/her failure to appear for the scheduled examination.

#### **ARTICLE XIV LAYOFF AND REHIRE**

14.1: Layoff. In reducing the work force, the last employee hired in the affected classification shall be the first employee laid off provided employees with more seniority in the affected classification are qualified to perform the work available. The last employee laid off shall be the first employee re-hired, provided the employee is qualified to fill the open position. The steward-elect shall have top seniority and shall continue to work as long as a job prevails which he/she is qualified to perform. However, should the steward elect to be laid off, he/she shall be re-hired in accordance with his/her position on the seniority lists.

14.2: Bumping. Upon being laid off from his/her classification, an employee may replace another employee in another classification that he/she has the skill and experience to perform if he/she has the greater seniority. The employee shall receive the rate of the classification into which he/she bumped.

14.3: Notification. Employees affected by a permanent reduction in force shall be notified of their pending layoff two (2) calendar weeks in advance. The notice for informational purposes shall state the reasons for such action. A copy of the notice will be simultaneously forwarded to the Union.

14.4: Recall. Notice of re-hire may be made by telephone and shall be confirmed by certified mail to the employee's last address of record. An employee shall reply to the certified re-hire notice within three (3) working days following receipt of such notice or the Sheriff may assume that the employee has voluntarily resigned and the Sheriff shall re-hire the next eligible employee from the seniority list qualified to perform the work available. An employee, upon request, may be granted up to ten (10) working days to return to work at the discretion of the Sheriff only.

#### **ARTICLE XV VACATIONS**

15.1: On or before the first of January for the duration of this Agreement, the Sheriff shall post a seniority list on which vacation times shall be scheduled by all employees covered by this Agreement.

15.2: This seniority list shall be posted on the Union activities bulletin board for the entire month of January. Only vacation time currently banked and vacation time that shall be banked before the date requested may be used in the vacation pick. Employees failing to request a vacation time thereon during the month of January shall forfeit all seniority rights to choice of vacation time. Compensatory time off may not be used in conjunction with the January vacation pick. There shall be no conversion of vacation time to compensatory time off, or vice versa.

15.3: Employees shall accumulate vacation days as provided herein. Vacation time shall be accrued and credited per pay period, with approximately 1/26<sup>th</sup> the annual amount to be earned each pay period.

YEARS OF SERVICE	ACCRUED HOURS
1 YEARS' SERVICE BUT LESS THAN 5 YEARS' SERVICE	80 HOURS
5 YEARS' SERVICE BUT LESS THAN 10 YEARS' SERVICE	120 HOURS
10 YEARS' SERVICE AND THEREAFTER	160 HOURS

~~In addition to the above accumulated vacation days, employees may purchase up to eighty (80) additional hours of vacation at their straight time rate. For purposes of this agreement, purchased vacation days shall be treated the same as accumulated vacation days.~~

15.4: Employees may accumulate one and one-half (1-½) times their annual vacation accumulation to which they are eligible. Time earned in excess of one and one-half (1-½) times the annual accumulation not taken by the last full pay period that includes December 31 shall be paid to the employee at his/her rate of pay.

15.5: A newly hired employee is not eligible for vacation leave during his/her first six (6) months of probation and therefore, may not use vacation time unless approved by the Sheriff or his/her designee; however, once an employee has completed the first six (6) months of probation, he/she shall be credited with six (6) vacation days.

15.6: If an employee falls ill during his vacation period and is cared for by a duly licensed physician, he/she shall be allowed to convert the number of vacation days ill to paid sick leave providing the employee has accumulated an equal number of sick leave days and physician verifying the illness and the employee's physical fitness to return to work. The employee's unused vacation for the number of sick days shall be rescheduled by the Sheriff.

15.7: When a holiday declared by the Employer falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave shall be rescheduled.

15.8: The Sheriff shall retain the right to limit the number of employees on vacation at any one time and to reschedule vacation periods when vacation periods requested by personnel would interfere with the operation of the Sheriff's Department.

## ARTICLE XVI HOLIDAYS

16.1: Employees covered by this Agreement shall receive the following paid holidays:

HOLIDAY	=	DATE
NEW YEAR'S DAY:	=	JANUARY 1 <sup>ST</sup>
DR. MARTIN LUTHER KING, JR. DAY	=	3 <sup>RD</sup> MONDAY IN JANUARY
WASHINGTON'S BIRTHDAY:	=	3 <sup>RD</sup> MONDAY IN FEBRUARY
GOOD FRIDAY:	=	FRIDAY BEFORE EASTER
EASTER SUNDAY:	=	EASTER SUNDAY
MEMORIAL DAY:	=	LAST MONDAY IN MAY

INDEPENDENCE DAY:	=	JULY 4 <sup>TH</sup>
LABOR DAY:	=	1 <sup>ST</sup> MONDAY IN SEPTEMBER
VETERAN'S DAY:	=	NOVEMBER 11 <sup>TH</sup>
THANKSGIVING DAY:	=	4 <sup>TH</sup> THURSDAY IN NOVEMBER
DAY AFTER THANKSGIVING:	=	4 <sup>TH</sup> FRIDAY IN NOVEMBER
CHRISTMAS EVE DAY:	=	DECEMBER 24 <sup>TH</sup>
CHRISTMAS DAY:	=	DECEMBER 25 <sup>TH</sup>

16.2: Employees scheduled to work on a holiday, the day preceding a holiday and/or the day following a holiday must report for work according to their schedule or be on an authorized leave of absence with pay in order to be paid for the holiday. Failure to report for work as scheduled or to make known the reason for the absence as required under Sections 17.5, 17.6, 17.7 and 17.8 may result in loss of pay for the holiday and/or be cause for disciplinary action.

16.3: Holiday Pay. Employees who do not work on a holiday shall receive eight (8) hours pay for that holiday. Eight (8) hour employees who work a holiday (8 hours) shall receive twenty (20) hours pay for that holiday. Twelve (12) hour employees scheduled to work a holiday may, with Sheriff's approval, elect to schedule the holiday off as holiday leave and shall be paid twelve (12) hours for this holiday leave. Employees that do work the holiday shall receive time and one-half for all hours worked on the holiday, plus the eight (8) hours of holiday pay. Employees scheduled to work on a holiday must work eight (8) hours of their shift in order to receive eight (8) additional hours of holiday pay. Benefit time may be used once eight (8) hours of time worked has been reached.

16.4: Employees who have a schedule other than Monday through Friday and who work forty (40) hours, but do not work a holiday, shall receive pay for forty-eight (48) straight time hours.  
Examples:

- A. Employee does not work a holiday - received forty (40) hours pay.
- B. Employee who works the entire holiday - receives fifty-two (52) hours pay.
- C. Employee who is scheduled other than Monday through Friday and does not work the holiday, but does work forty (40) hours - receives forty-eight (48) hours pay.

16.5: The Sheriff or his designee reserves the right to schedule personnel on holidays. Eight (8) hour employees assigned to functions deemed eight (8) hour non-essential services may, at the discretion of the Sheriff, be scheduled off on the holidays. In such case, those employees will be compensated as outlined in Example A.

## ARTICLE XVII LEAVES OF ABSENCE

17.1: Personal Leave. An employee may request a personal leave of absence for a period not to exceed six (6) calendar months in any one (1) calendar year. All requests must be made in writing and approved by the Sheriff. A personal leave of absence may be granted in cases not covered by the FMLA as approved by the Sheriff. A personal leave of absence may be granted in cases of illness in the immediate family, to attend an educational institute, or for other reasons deemed justifiable by the Sheriff. All personal leaves of absence shall be without pay, and the employee will not accumulate sick leave or vacation time, nor will the employee be paid for holidays which may fall during his/her leave. When a leave of absence is granted for more than thirty (30) calendar days for whatever reason (other than a medical leave), the Sheriff does not guarantee that the employee will be reinstated in his/her former position. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications.

17.2: During the period of absence, the employee shall not engage in gainful employment and must pay Blue Cross/Blue Shield and any other insurances provided for hereunder, including, but not limited to, life insurance premiums, to the County Clerk's office to keep the policies in force.

17.3: Sick Leave. Subject to the Michigan Paid Medical Leave Act, 2018 PA 369, all employees covered by this Agreement shall accumulate sick leave days at the rate of one (1) working day for each full calendar month of service. Sick leave days may be used during the first six (6) months of the probationary period upon documentation of an illness, however, their probationary period shall be extended one (1) day for each day used.

17.4: Sick leave days may be used for:

- A. Doctor and/or Dentist appointments.
- B. Funeral attendance (see Article XIX).
- C. Short term illness.
- D. Care for a sick member of the family defined as a "legal dependent."
- E. Medical leaves of absence (see Section 17.12).
- F. Exposure to a contagious disease (a physician's statement shall be required recommending absences).
- G. Lost time not covered by Worker's Compensation but not to exceed regular straight time salary subject to the provisions in Article XXIV Worker's Compensation.

17.5: The term "legal" used herein means employee's spouse, children and other persons solely dependent upon the employee for their entire support. Step-children for whom the employee provides 50% or more support may be included under this definition.

17.6: Sick leave days may accumulate to a maximum of one hundred (100) days.

17.7: Return to Work. An employee, upon returning to work from an illness of three (3) working days, or more, may be required to submit a statement, if requested by the Sheriff, from his physician qualifying his ability to return to work.

17.8: Notification. When an employee finds it necessary to be absent for any reason, he/she shall cause the facts to be reported to his supervisor prior to the date of absence when possible and, in any event, such report must be made at least two (2) hours before the employee is to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of absence and shall subject the employee to disciplinary action.

17.9: Use of sick leave for personal business is not allowed, and its use as such may also be cause for disciplinary action, except as provided in Article LII.

17.10: Employees who abuse the sick day privilege policy by using most of their accumulated sick leave as they become eligible for sick day pay shall be subject to a written reprimand for excessive absenteeism, unless the leave is covered under the ADA or FMLA. An employee receiving two (2) written reprimands within a twelve (12) month period shall be subject to disciplinary action up to and including discharge at the sole discretion of the Sheriff. Employees calling in sick either the day before or the day after a holiday may be required to obtain proof of illness from a doctor. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

17.11: Sick Leave Payoff Upon Retirement.

a. For Employees Hired or Promoted into this Bargaining Unit before January 1, 2024: After an employee retires, the Employer will pay to the employee or the employee's estate in the event of death after retirement, seventy-five (75%) percent of unused accumulated sick leave up to a maximum accumulation of one hundred (100) days at the time the employee retires. Accumulated sick leave shall be converted to a monetary amount, based on the employee's regular straight time hourly rate of pay in effect at the time of retirement. Payoff is currently made within 30 days of retirement date.

b. For Employees Hired or Promoted into this Bargaining Unit on or after January 1, 2024: After an employee retires, the Employer will pay to the employee or the employee's estate in the event of death after retirement, seventy-five (75%) percent of unused accumulated sick leave up to a maximum accumulation of four hundred (400) hours at the time the employee retires. Accumulated sick leave shall be converted to a monetary amount, based on the employee's regular straight time hourly rate of pay in effect at the time of retirement. Payoff is currently made within 30 days of retirement date.

17.12: Medical Leaves of Absence. When recommended by an employee's personal physician in writing, a medical leave of absence for a three (3) month period will be granted by the Sheriff. Such leave may be extended for a like three (3) month period or shorter period, within the sole discretion of the Sheriff, up to a maximum of one (1) year. Such extension, if granted, shall be based upon the written certification by the employee's physician that the continued illness or disability precludes the employee from working and the continuation of the leave of absence is necessary. Such leave, up to a maximum of three (3) months, if granted, will be allowed and credited as continuous county

service, i.e. seniority continues for the three (3) months only. The employee shall be entitled to his/her former position or a position for which he/she is able and capable of performing upon return to work. A medical leave of absence shall be without pay and other fringe benefits, except an employee may use his/her accumulated sick leave time and accumulated vacation time to avoid loss of wages during such leave.

17.13: The Employer shall continue to pay the employee's Blue Cross/Blue Shield premiums and any other insurances provided for hereunder, including but not limited to, life insurance premiums for ninety (90) calendar days during the time of such medical leave of absence. The employee is responsible for his/her share of benefit costs. ~~Employee may choose to make payments to the County Treasurer during said leave of absence, or may repay their share of benefits costs by payroll deduction upon return from leave of absence. Employee shall pay their share of benefits costs by payroll deduction using their accrued vacation and/or compensatory time leave banks during said leave to the extent necessary to cover benefit costs. If such banks are insufficient, the Employee shall be required to submit payment for the employee share of benefit costs, in advance of the applicable insurance period, to the Employer. If such employee share is not paid in full on a timely basis, such may result in termination of coverage with notice to the employee and an opportunity to cure. Upon return to work, an employee may "buy back" through voluntary payroll deduction, the accrued paid time off used to cover benefit costs while on leave.~~ No employee shall become gainfully employed while on a leave of absence without written permission of the Sheriff.

17.14: Leaves of absence shall be granted only to employees whose names appear on the department seniority list.

17.15: Payment of Insurance. An employee who is laid off or is on a non-paid leave of absence, must assume all required premiums for all insurance commencing the first month immediately following such layoff or leave of absence. ~~For employees on layoff, the duration and payment requirements shall be controlled by COBRA. For employees granted a non-paid leave, the Employee shall pay all required benefit costs by means of payroll deduction using their accrued vacation and/or compensatory time leave banks during said leave to the extent necessary to cover benefit costs. If such banks are insufficient, the Employee shall be required to submit full payment, in advance of the applicable insurance period, to the Employer. Premiums not paid in full on a timely basis may result in termination of coverage. Upon return to work, an employee may "buy back" through voluntary payment deduction, the accrued paid time off used to cover benefit costs while on leave.~~

17.16: In the event of any unpaid leave of absence which exceeds ninety (90) days in any one (1) anniversary year, the normal step increase of the employee shall be deferred until the completion of the actual, continuous work time required for advancement to the next step increase.

17.17: The parties acknowledge that they are bound by the Family and Medical Leave Act ("FMLA") and the Americans with Disabilities Act ("ADA") and their amendments and reserve all rights under each, in addition to the rights contained under this contract.

## ARTICLE XVIII MEDICAL EXAMS

18.1: The Sheriff's Department may require a physical and/or psychological exam by a doctor, at the Employer's expense, to determine the employee's ability to perform his/her regular duties, if deemed appropriate. The employee may obtain a second opinion, at the employee's expense, and in the event there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee if not covered by the employee's insurance.

18.2: The Employer reserves the right to request an employee to take a test for non-prescribed controlled substances use in the event the Employer has a reasonable suspicion of such use, in accordance with the updated Livingston County Sheriff's Department Drug Testing Policy attached as Appendix A.

### **ARTICLE XIX BEREAVEMENT LEAVE**

19.1: In the event that a death occurs in an employee's immediate family, i.e., spouse, parent, child, brother or sister, grandparent, mother-in-law and father-in-law, the employee, on request, will be entitled to three (3) days off with pay for the purpose of attending the funeral/memorial service and/or making funeral/memorial service arrangements. If any additional bereavement funeral leave is requested, those additional days shall be deducted from the employee's sick leave up to a maximum of two (2) additional days.

19.2: Pallbearers service (maximum of one (1) day); this leave shall be taken from paid leave, sick leave, compensatory time, or unpaid leave, whichever is elected by the employee.

19.3: An employee excused from work under this provision shall, after completing required forms, receive the amount of wages, exclusive of any and all premiums that he would have earned by working straight time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

19.4: In addition to bereavement leave, as set forth above, in the event the employee seeks to extend the bereavement leave for the death of a parent, spouse, child, brother, sister, mother-in-law or father-in-law, or in the event of a death of a brother-in-law, sister-in-law, grandchild or other dependent living directly with the employee (i.e., foster child), the employee shall be permitted to use two (2) days from his sick leave days to attend the funeral. When a death occurs to a member of the employee's immediate family who resides in another state, additional sick leave time may be granted by the Sheriff for travel time. However, the maximum leave (sick and bereavement) shall not exceed five (5) working days.

### **ARTICLE XX MILITARY LEAVE**

20.1: Any employee who is called to or volunteers for active duty in the Armed Forces of the United States shall be, upon completion of his/her tour of duty and has received an honorable discharge, reinstated as a county employee in accordance with the provisions of the current statutestatutes. The ~~employer~~Employer shall comply with the Uniformed Services Employment

and Reemployment Act and all other applicable military leave statutes and regulations. Military leaves of absence shall be without pay except as otherwise noted herein.

20.2: Any employee in the active reserves of any branch of the service of the United States may be granted a military leave of absence to engage in a temporary tour of duty as required by law.

## **ARTICLE XXI MATERNITY LEAVE**

21.1: When an employee's physician states, in writing, that the employee ~~she~~ cannot work due to pregnancy, such employee shall be allowed to use her~~the employee's~~ accumulated sick leave days for said maternity leave of absence. In addition, Sections 17.12, 17.13 and 17.14 of this Agreement shall be applicable to maternity leave.

## **ARTICLE XXII MEDICAL AND HOSPITALIZATION INSURANCE**

22.1: The Employer shall provide full family, PPO 4, which provides 80% coverage with an annual deductible of \$500/\$1,000 and annual co-insurance maximum of \$1,500/\$3,000. The plan will have a 3-tier drug card of \$2/\$25/\$50 and a 2 times mail order benefit. Employees hired prior to June 20, 2011 shall pay 10% of the premium/illustrated rate for medical coverage. Employees hired on or after June 20, 2011 shall contribute 20% of the premium/illustrated rate for medical coverage.

Employees shall pay \$10 per pay period for spouses enrolled in the medical plan. Step-children for whom the employee provides 50% or more support are included under this section.

Mail Order Prescriptions - "Maintenance" prescriptions that are prescribed for chronic conditions of a duration not less than ninety (90) days, shall be filled through the Blue Cross/Blue Shield sponsored mail order drug program, subject to the terms of that plan or other equivalent plan approved by the employer.

Generic version - Employees will be required to use the generic version of all prescribed drugs if one is available, unless the prescribing physician documents a bona fide medical reason for requiring a name brand drug. If an employee opts to receive the name brand drug without physician documented need, the employee shall be responsible for paying the difference between the actual cost of the name brand drug and the actual cost of the generic version. Where no generic version is available, the standard drug card provisions apply.

Joint committee - The parties agree to form a joint committee to explore viable ways of reducing the employer's healthcare insurance costs.

22.2: An employee may choose not to be covered by the medical and hospitalization insurance stated under this article if they have qualified group medical insurance elsewhere. The decision to waive coverage can only be made once per calendar year. The waiver agreement, provided by the Employer, must be signed by the employee. An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required

by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine.

In the event the employee elects not to be covered by such medical insurance:

- a. Employees who have waived coverage prior to 12/31/15 and who do not re-enroll on County insurance shall receive twenty-five (25%) percent of the premium cost of a plan which the employee has at the time of election (full family, single subscriber, et cetera), at the Blue Cross/Blue Shield rate as salary.
- b. Employees who waive coverage on or after 1/1/15 shall receive \$1,800.00 annually as salary.

The waiver salary payment shall be made at the end of each calendar quarter for which the employee waived coverage. Employees may be required to periodically provide proof of dependent eligibility consistent with the County policy regarding the definition of dependents. Employees may be returned to County coverage on the first of each month. Should the employee separate from County employment prior to the end of such calendar quarter, the employee shall be paid on a prorated basis for each full calendar month of waived coverage. Employees with County-employed spouses receive either insurance coverage from the County or the opt-out amount, not both.

22.3: Notwithstanding the above, if the County Board of Commissioners implements, in its discretion and pursuant to 2011 PA 152, either a cap election or employee contributions necessary to meet the requirement that the employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, then the above section shall be superseded and unit employees will be required to make contributions under the election made by the Board of Commissioners. The Employer will give the Union notice of any change in the election for complying with 2011 PA 152 and will, upon request, bargain regarding mandatory subjects regarding the implementation of such election.

22.4: Consistent with Resolution 2019-08-121, elective abortion coverage is eliminated from all health plans. Elective abortion is as defined in MCLA 550.551(a). —~~Also, abortion in the case of rape or incest shall not be considered an elective abortion.~~

### ARTICLE XXIII LIFE INSURANCE

23.1: The Employer shall provide, to permanent full-time employees only, a ~~\$45,000 term life insurance policy. Effective 1/1/2021, the Employer shall provide, to permanent full-time employees only, a \$90,000 term life insurance policy.~~ The entire premium shall be paid for by the Employer.

### ARTICLE XXIV WORKER'S COMPENSATION

24.1: The Employer agrees to provide Worker's Compensation insurance in accordance with the Worker's Compensation laws of Michigan. Any employee sustaining an occupational injury, for which compensation is paid by the Worker's Compensation insurance carrier, but not including the settlement of a disputed claim, shall receive from the Employer a salaried payment equal to the difference between the compensation benefits and his/her regular bi-weekly straight time salary for a period not to exceed twelve (12) calendar months. Such employee shall receive a salary payment equal to the difference between the compensation benefits and their regular bi-weekly straight time salary, by crediting accumulated sick leave days and vacation time accumulated and earned by the employee. The Employer further agrees to provide, if possible, a position that the employee is able and capable of performing upon termination of his/her Worker's Compensation injury if a position is available. Fringe benefits shall terminate after an employee has been on Worker's Compensation for one hundred eighty (180) days.

**ARTICLE XXV  
BOND AND LIABILITY INSURANCE**

25.1: Bonds. All employees hired must be bondable as a condition of employment or continued employment. The cost of the bond shall be borne by the Employer.

25.2: Liability Insurance. The Employer shall provide false arrest insurance for all employees covered under this Agreement in the following minimum amounts:

IN RESPECT TO:	COVERAGE:
ANY ONE (1) PERSON	\$15,000
ANY ONE (1) INCIDENT	\$25,000
ALL CLAIMS DURING THE ONE (1) YEAR CERTIFICATE PERIOD	\$200,000

**ARTICLE XXVI  
DENTAL INSURANCE AND COUNTY CHOICES**

26.1: The Employer shall provide the Blue Cross Blue Shield 100/50/50 dental insurance plan with a \$1,200.00 annual maximum per member. This provision for dental insurance coverage shall become effective upon the date of acceptance by the insurance carrier. Employees shall pay 5% of the premium/illustrated rate for dental coverage effective January 1, 2012. Employees shall pay 10% of the premium/illustrated rate for dental coverage effective January 1, 2013. Employees hired on or after June 20, 2011 shall contribute 20% of the premium/illustrated rate for dental coverage.

26.2 Employees may participate in County Choices cafeteria plan as provided to other employees throughout the County, however, it is understood that participation in such plan will not operate to reduce or change any benefits provided for under this agreement.

## ARTICLE XXVII WORK SCHEDULE

27.1: Road patrol deputies scheduled on twelve (12) hour shifts shall have 6:00 a.m., 7:00 a.m., 12 p.m., 6:00 p.m. and 7:00 p.m. start times. Corrections deputies scheduled on twelve (12) hour shifts shall have a 6:00 a.m. and 6:00 p.m. start time. The schedule shall be operated on a fourteen (14) day repeatable scheduling cycle. Notwithstanding anything to the contrary within the collective bargaining agreement, it is further agreed that persons assigned to work on twelve (12) hour shifts shall not be required or permitted to work mandatory overtime pursuant to a call-in situation in excess of four (4) hours, except in the case of emergency. However, an employee may work up to eighteen (18) hours if the following day is a day off for that employee. No employee shall work more than eighteen (18) consecutive hours, unless there is an emergency as declared by the Sheriff. There must be eight (8) hours between shifts.

27.2: Employees covered by this agreement that are scheduled on a twelve (12) hour per work day, shall be scheduled to work on the basis of up to eighty-four (84) hours bi-weekly. No employee shall be scheduled to work more than four (4) consecutive twelve (12) hour days except when a state of emergency exists and is declared as such by the Sheriff or the Board of Commissioners. The basic work day schedule shall consist of two shifts per day, each equal to twelve (12) hours per day, inclusive of paid lunch periods. The Sheriff shall have the authority to make all personnel shift assignments and/or changes he deems necessary to maintain and/or improve the operation in the department, providing such shift assignments and/or changes are not made arbitrarily or capriciously.

27.3: For each bi-weekly pay period in which an employee on twelve (12) hour shifts works eighty-four (84) hours, the employee will be compensated with eighty (80) hours in wage and four (4) hours of either wages at time and one-half or comp time at time and one-half. Employees shall have the option one (1) time annually each January to elect how they will be compensated for the four (4) hours. This comp time shall be earned at the ~~straight-time~~ and one-half (1 and ½) rate, but shall be accumulated with the employee's other comp time under Section 29.2 of the collective bargaining agreement. It is further agreed that Section 29.2 of the agreement shall be modified as to those employees working twelve (12) hour shifts so that the maximum accumulation of comp time shall not exceed sixty (60) hours. Any comp time hours accumulated over the sixty (60) hour maximum accumulation shall be paid out at the employee's straight time rate as it is accumulated. It is further agreed that an employee shall not be eligible for comp time pay off in excess of sixty (60) hours at the end of any calendar year and no more than thirty-six (36) hours may be carried over to the next year.

Detectives and Outreach Road Patrol shall work 84 hours per pay period, with 8 hour shifts and with 2 additional hours per week (for a total of 4 additional hours per pay period). Detectives and Outreach Road Patrol who work 84 hours per pay period shall also be compensated with eighty (80) hours pay in wage and four (4) hours of either wages at time and one-half or comp time at time and one-half. Detectives and Outreach Road Patrol shall have the option set forth above to select in January each year how they will be compensated for the four (4) hours. All other provisions set forth above in 27.3 apply to Detectives and Outreach Road Patrol working 84 hours per pay period.

27.4: The terms "day" and "days" as used in the benefit provisions of the collective bargaining agreement shall be construed as meaning eight (8) hours in all such sections, including, but not limited to, sections 15.1, 15.2, 15.3, 15.5, 17.3, 17.11, 19.1, 19.2 and 19.4.

## **ARTICLE XXVIII SHIFT PREFERENCE**

28.1: On November 1<sup>st</sup> of each year during the term of this Agreement, the Sheriff shall post a seniority list for the purpose of allowing officers to indicate their shift preferences for each of the four (4) quarters of the ensuing calendar year. The seniority list shall remain posted for the first fifteen (15) days of November. Officers shall be entitled to shift assignments by seniority.

28.2: Officers failing to register a shift preference during the first fifteen (15) days in November forfeit all seniority rights regarding shift assignments.

28.3: Officers may trade shifts with prior written approval of the Sheriff.

28.4: The Sheriff retains the right, solely and exclusively, to determine, within his discretion, how many officers shall be on each shift.

28.5: The Sheriff shall inform the officers of their shift on or before November 25.

## **ARTICLE XXIX OVERTIME**

29.1: Overtime shall be paid for all authorized hours worked in excess of eight (8) hours for eight (8) hour employees or twelve (12) hours for twelve (12) hour employees in any scheduled shift or in excess of eighty (80) hours for eight (8) hour employees, or eighty-four (84) hours for twelve (12) hour employees worked in any bi-weekly pay period at the rate of time and one-half (1-½) the employee's regular straight hourly rate of pay. Overtime at the rate of two and one-half (2-½) times shall be paid for all overtime hours worked in excess of eight (8) hours or twelve (12) hours worked on a holiday. Overtime shall be paid on the payday for the pay period in which overtime was worked when possible, but no later than on the next scheduled payday following the pay period in which it was worked. If an employee is compelled by the Employer to work back-to-back shifts, then they shall be paid overtime. If an employee trades shifts or if any employee changes shifts via shift preference, then no overtime shall be paid.

29.2: Notwithstanding any other provisions contained in this contract to the contrary, employees covered by this Agreement have the option to exchange any overtime hours earned for comp time under the following conditions:

- A. A maximum accrual of comp time of sixty (60) hours for each calendar year.
- B. Any usage or partial usage of comp time will be subtracted from the maximum of sixty (60) hours so that the employee can accumulate, once again, to sixty (60) hours.

- C. Accumulated comp time will be paid off at the end of each calendar year at the same rate it was earned if not taken. Payment shall be made within thirty (30) days after the end of the calendar year.
- D. The comp time option will be made by the employee at the pay period that it is earned per the employee's turning in of his/her time report.
- E. An employee may use earned comp time only with the prior approval of the Sheriff or his designee, which shall be within his sole discretion and will be approved or denied at the time of the request.

29.3: Notwithstanding any provision to the contrary, as to overtime shifts in the Jail of four (4) or more hours, the Sheriff or designee shall offer such overtime shifts to the following in the following order:

1. To Corrections Deputies as voluntary overtime; if no Corrections Deputy accepts it;
2. Then to the Corrections Sergeants as voluntary overtime; if no Sergeant accepts it;
3. Then to Road Patrol Deputies as voluntary overtime; if no Road Patrol Deputy accepts it;
4. Then to the Road Patrol Sergeants as voluntary overtime; if no Road Patrol Sergeant accepts it; and
5. Then a Corrections Deputy can be mandated to work overtime in the Jail.

At no time under this Agreement will a Road Patrol Deputy be mandated to work overtime in the Jail.

While any Road Patrol Deputy is working overtime in the Jail voluntarily, such Deputy will be assigned to transports or hospital guard if the need should arise.

Whenever a Road Patrol Deputy works a voluntary overtime shift in the Jail, the Sheriff shall pay that Deputy at his/her applicable overtime rate as a Deputy (not under the Corrections Deputies overtime wage rate).

### ARTICLE XXX CALL-IN

30.1: Voluntary call-in overtime shall be rotated in accordance with prior practices. Call-in overtime is defined as when an employee is not on duty and is required to return to work. If an employee is missed on the call-in list, the employee shall be allowed by the end of the next pay period to work eight (8) additional hours at his/her shift choice at the overtime rate for the overtime opportunity missed.

- A. An employee may at his/her option request to be removed from the voluntary overtime list. This request must be made in writing to the Sheriff or his designee. Employees may return their name to the list at the beginning of the next quarter.

30.2: Force-in assignments shall be rotated in reverse order of seniority and in accordance with department policy.

30.3: An officer on duty can be required to work four (4) hours overtime, or more, in emergency man-power situations.

30.4: In the event of manpower shortages, the Sheriff or his designee shall abide by the prior practice of calling in another officer from the overtime list.

30.5: Employees shall not be called for voluntary overtime while on a scheduled vacation day, sick day, or pre-approved comp day.

**ARTICLE XXXI  
CALL BACK AND/OR COURT TIME**

31.1: Employees who are called back to work after leaving the Employer's premises shall receive three (3) hours call back, inclusive of court appearances. For employees covered by this Agreement who are assigned to the following special units:

1. Tactical Response Team
2. Underwater Search and Recovery Team
3. Detective Bureau
4. Hostage Negotiation Team
5. K-9 Officer(s)
6. Traffic Safety Bureau
7. Jail SRT

in the instance where an employee that is assigned to one or more of the above specialty units is called back to work in the specialty unit assignment capacity leaving the Employer's premises, and is cancelled prior to reaching the Employer's premises or designated work location, that employee shall receive three (3) hours of compensatory time calculated at the straight time rate.

**ARTICLE XXXII  
PAYMENT FOR AND WORK IN A HIGHER CLASSIFICATION**

32.1: With the exception of those employees assigned to the detective of the month program, an employee assigned to work in a higher classification for a period of five (5) consecutive days shall receive the higher rate for those days.

**ARTICLE XXXIII  
SHIFT PREMIUM**

33.1: A shift premium of thirty five cents (\$.35) per hour will be applicable to employees for time worked between 1800 and 0600 hours, irrespective of shift start time.

**ARTICLE XXXIV  
NEW STATIONS**

34.1: In the event new facilities, stations or departments are created, prior to implementation, a special conference shall be held between the Sheriff and/or his representatives and Union representatives to discuss assignments or other impact on the bargaining unit. The Sheriff reserves the right, after said discussion, to implement any such changes.

**ARTICLE XXXV  
RETIREMENT PLAN**

35.1: Employees covered by this Agreement shall continue to participate in the County-adopted retirement program administered by the Michigan Municipal Employees' Retirement System ("MERS") as provided by Act 135, the Public Acts of 1945, as amended.

35.2: The Employer shall contribute 95% of the cost of the MERS Retirement Program as provided herein with Employees contributing 5% of MERS eligible payroll on a pre-tax basis beginning the first pay in July, 2011. ~~Employee contributions to MERS pension will decrease to 3% whenever the retirement system is funded at a level of 100% or more.~~ Employee contributions shall continue so long as the County is also actively contributing to the retirement system.

35.3: All eligible employees hired prior to June 20, 2011 will be entitled to F55/15 or F50/25, E-2, B-3. Employees hired after June 20, 2011 but prior to January 1, 2014 will be entitled to F55/15 or F50/25, E-2, B-2. For eligible employees hired on or after January 1, 2014 and on or before December 31, 2025, the Employer shall offer a MERS Hybrid Plan. The Plan will consist of a Defined Benefit (DB) component with a 1.25% Benefit Multiplier, a Defined Contribution (DC) component, and a F55/25. The Employee will contribute to the Defined Contribution (DC) component of the Plan with a minimum employee contribution of 1% of the employee's payroll. The maximum employee contribution to the DC component will be set at the highest contribution sum permitted by MERS. Employees will be allowed to make additional contributions as allowed under the Plan, MERS regulations, and any applicable laws.

Effective 1/1/2020 – the Employer will provide a one hundred percent (100%) match of employee contributions up to 1% of MERS includable employee payroll compensation into the MERS Hybrid DC account.

Effective 1/1/2021 – the Employer will provide a one hundred percent (100%) match of employee contributions up to 2% of MERS includable employee payroll compensation into the MERS Hybrid account. Employees who have previously elected to contribute less than 2% may contribute to an Employer 457 account to receive the Employer match into their MERS Hybrid DC account.

Effective 1/1/2022 – the Employer will provide a one hundred percent (100%) match of employee contributions up to 3% of MERS includable employee payroll compensation into the MERS Hybrid account. Employees who have previously elected to contribute less than 3% may contribute to an Employer 457 account to receive the Employer match into their MERS Hybrid DC account. Employees will be 100% vested for Employer contributions to the DC component of the Plan after five (5) years of service. Full-time employees hired before adoption of the Plan may convert to the

Hybrid Plan at their option in accordance with the terms of the Plan and MERS Uniform Hybrid Program Resolution as adopted by the County Board of Commissioners.

Qualified employees hired or promoted after December 31, 2025 shall be enrolled in the MERS Defined Contribution Pension plan. The term “promoted” as used in this Section means promoted into this bargaining unit from another Livingston County bargaining unit or non-union group only, subject to the MERS Alternative Transfer Rule. The benefit shall be: Employer contributes 4% of MERS includable payroll compensation. In addition, the Employer will provide a one hundred percent (100%) match of employee contributions up to 4% of MERS includable employee payroll compensation into the MERS Defined Contribution account. Employees will be 100% vested for Employer contributions to the DC account after five (5) years of service.

35.4: Employees hired on or before June 20, 2011 who retire during the period of this Agreement who are immediately eligible for retirement benefits shall be entitled to continue up to two (2) person health and hospitalization coverage under the same group plan offered to active employees, until the employee is eligible for Medicare. Retirees who retire on or after January 1, 2015 shall be subject to the same premium contributions as active unit employees until Medicare Eligible.

Thereafter, such an employee may participate in Blue Cross/Blue Shield Medicare Supplement insurance. For unit employees who retire under this agreement on or before December 31, 2014, this continued health and hospitalization insurance will include prescription drugs and the Medicare Supplement insurance and shall be at the Employer's expense. For unit employees who retire on or after January 1, 2015, this continued health and hospitalization insurance and the Medicare Supplement insurance shall be at the Employer's expense, but shall not include prescription drugs. Medicare eligible retirees who are not eligible for County paid Medicare prescription drug coverage under this provision shall receive a \$300 annual payment for single person coverage or \$600 for two person coverage (if the spouse is also enrolled in Medicare) as partial reimbursement of the cost of Medicare Part B. If the County Board of Commissioners raises the Medicare Part B reimbursement rate for non-union retirees, unit retirees shall receive the increased rate. In the event that a national catastrophic insurance is established, the retiree health insurance shall be coordinated with such national coverage. This coverage shall not be available if the retiree or their spouse or dependent have available coverage through other employment or retirement benefit. At the time a retiree submits application for this coverage and each year thereafter, he/she must certify that such other coverage is not available.

35.5: Employees hired after June 20, 2011 receive the Retiree Health Savings Program. Employer pre-tax contributions are 4% of base salary in the individual's Retiree Health Savings Program account. Employer contribution increases/decreases with annual wage scale increases.

Employees hired on or before June 20, 2011 get the choice of staying in the defined benefit retiree health care plan as described in 35.4 or may make a one-time irrevocable election to go to the Retiree Health Savings Program and receive \$18,000 as either cash or as a pre-tax contribution to a retiree health savings account in the employee's name. Future Employer pre-tax contributions are 4% of base salary in the individual's Retiree Health Savings Program account. Employer contribution increases/decreases with annual wage scale increases.

Those transferred or promoted into the bargaining unit who already participate in the Retiree Health

Savings Program retain that benefit.

**ARTICLE XXXVI  
CREDIT UNION**

36.1: The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and to remit this sum to the employees' financial institution.

**ARTICLE XXXVII  
UNIFORMS, EQUIPMENT AND CLEANING**

37.1: The Employer shall continue furnishing uniforms, shoes and other wearing apparel as it has in the past. The Employer will ~~provide~~ pay \$200 annually to each employee as a stipend for the employee to use to purchase of footwear which, if not used or other service-related clothing or equipment. The Employer will pay the \$200 amount annually in the first pay period in February each year, ~~may accumulate up to a maximum of \$400. If the balance of the account is not used, it shall carry over from year to year until reaching \$400 without penalty. The next round will be issued in the first pay period in February 2023.~~

37.2: Cleaning. The Employer will provide cleaning for all uniformed and plainclothes (detectives) employees as it has in the past provided, however, employees will be responsible for picking up and dropping off their own clothing at a cleaners designated by the Employer.

37.3: While the Employer recognizes that for professional, as well as hygienic reasons, it is a prudent endeavor to keep uniforms and/or clothing (plainclothes employees) clean, the Union recognizes that undue usage of the cleaning policy cannot be tolerated. As such, any employee found to be abusing the cleaning privilege may be subject to disciplinary action.

**ARTICLE XXXVIII  
SUCCESSOR CLAUSE**

38.1: The parties agree that the employees covered hereby will not be subject to discharge solely because of political reasons. Therefore, to the extent that it is not contrary to, or does not infringe upon, the statutory rights of the Sheriff, the parties agree that political considerations shall not be a factor in the termination of employment of any employee covered hereby.

**ARTICLE XXXIX  
EXTRA CONTRACT AGREEMENT**

39.1: The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, excepting, however, the Employer may enter into signed letters of understanding with the Union business agent.

**ARTICLE XL  
UNION ACCESS**

40.1: The Employer and the Sheriff agree that they will allow the proper accredited representative of the local union access to the Sheriff's Department at any reasonable time upon providing the Sheriff with prior notification for the purpose of policing the terms and conditions of this Agreement, provided however, that such representative shall not interfere with the normal operations of the Sheriff's Department.

40.2: The Union shall have the right, upon reasonable notice, to examine time sheets at the Sheriff's office and pay records pertaining to the computation of compensation of any employee covered by this Agreement whose pay is in dispute.

### **ARTICLE XLI SAFETY PROCEDURES**

41.1: The Employer shall not require any employee to operate any equipment or vehicle which is not in safe operating condition or is not equipped with the safety appliances as required by law. The Employer shall furnish a suitable form on which an employee shall document all equipment defects and/or appliance shortages, such reports shall be completed in multiple copies and turned in at the end of the employee's regular work shift. No employee shall be required to operate any vehicle declared unsafe by the Sheriff after inspection by a certified mechanic.

### **ARTICLE XLII VEHICLE ACCIDENT REPORTS**

42.1: Any employee involved in a vehicle accident shall promptly complete an accident report. Any minor damages to the vehicle which could render the vehicle as being unsafe shall be reported in accordance with Article XLI.

### **ARTICLE XLIII MARINE DIVISION AND UNDERWATER RECOVERY UNIT**

43.1: Marine Division. Full-time employees covered by this Agreement may volunteer for work in the Marine Division. Contractual overtime pay provisions will be applicable only to those officers assigned to work marine duty full-time. Full-time employees volunteering to work marine duty part-time will be paid at a rate of 1.5 times their hourly rate for hours worked.

43.2: The Sheriff may choose to hire part-time employees to supplement the marine division. Full-time employees covered by this Agreement shall not be limited by or replaced by part-time employees working marine duty. Part-time employees will only be used to work marine duty in the event that openings exist after full-time employees have had the opportunity to work each opening.

43.3: Underwater Recovery Unit (Operation) Full-time employees covered by this Agreement who are assigned to the dive team shall be paid 2.5 times their regular hourly rate while participating in recovery operations.

Underwater Recovery Unit – (Training) Full-time employees covered by this agreement who are assigned to the dive team will attend eight (8) training days per calendar year; four (4) of which the schedule will be adjusted, four (4) of which will be paid at the overtime rate of 1.5 hours. Dive

Team members shall receive two (2) weeks prior notice of scheduled training and work schedule adjustment.

43.4:43.4: Tactical Response Team / Jail SRT: Full-time employees covered by this Agreement who are assigned to the Tactical Response Team or Jail SRT shall be paid 2.5 times their regular hourly rate while participating in tactical operations while on-scene.

43.5: In the event that general marine overtime is posted on a union recognized holiday, wages shall be compensated at standard 1.5 overtime rate instead of holiday overtime rate. This covers standard general marine overtime that is not contracted by the homeowner's association or any other entity requesting paid marine patrol services. In the event an already on-duty Deputy is assigned to marine patrol as part of their shift (not marine OT signup), and overtime results at the beginning or the end of the shift for whatever reason, that deputy will receive Holiday overtime pay.

#### **ARTICLE XLIV AMMUNITION**

44.1: Fresh ammunition shall be furnished annually to all employees carrying side arms.

44.2: 44.2: The Employer shall supply each officer required to carry a rifle, shotgun, and/or handgun with one hundred (100) rounds of practice ammunition per month, which may be split between rifle, shot gun, and handgun at the employee's choice, not to accumulate if not used each month. Employees must return all brass or pay for it.

#### **ARTICLE XLV WEAPON QUALIFICATION**

45.1: All employees in the bargaining unit who are required to carry side arms shall qualify with their service weapon annually. The Sheriff shall give thirty (30) days written notice to the aforesaid employees to enable said personnel to attend practice sessions prior to the test. If an officer fails to qualify, he will be provided with practice ammunition as is necessary in order to practice for qualification. Employees who fail to qualify will be allowed to attempt to qualify three (3) times within one (1) month of failure on three (3) different days. If the employee still fails to qualify after three (3) attempts, the employee may be suspended without pay on a day-to-day basis until such time as qualification is achieved. Qualification shall not be between the months of November and March, inclusive, though shooting may be required throughout the year.

45.2: Firing Range. The Employer shall make available a firing range for weapons qualification. Employees shall be scheduled to qualify during their normal regular working hours when possible. For those employees who have to qualify at times other than their normal working hours, they shall receive their regular hourly rate of pay during the hours they are scheduled to qualify.

45.3: Corrections Officers. Corrections Officers shall receive ~~\$.50~~seventy five cents (\$0.75) per hour when carrying a weapon for duty as assigned.

#### **ARTICLE XLVI LOCKERS**

46.1: The County shall furnish to each employee in the bargaining unit a storage locker for their personal use. Lockers are subject to inspection at the discretion of the Sheriff; however, no inspection shall be made without the employee or a Union representative. A copy of the combination and/or the key shall be provided to the Sheriff.

## ARTICLE XLVII USE OF CARS

47.1: Detective Cars. County owned vehicles may not be used for personal business, and only the detective to whom the car is assigned is authorized to operate the car. In the event a detective is on-call, he may use the car for personal reasons (family accompaniment) but only after receiving the express permission of the Sheriff.

47.2: Mileage. Should it be necessary for an employee of the bargaining unit to use his personal car in the performance of County business, that employee is to be reimbursed at the applicable IRS rate per mile.

## ARTICLE XLVIII DETECTIVE CLOTHING ALLOWANCE

48.1: Each employee employed as full-time detective (or Deputy assigned to a plain clothes unit/position) will be reimbursed for clothing up to ~~\$500~~six hundred fifty dollars (\$650) per year, ~~if such (which is taxable). The \$650 annual reimbursement is not taxable. If the clothing allowance is found to be taxable, it will be increased by 30% to \$650 per year~~ to be paid as follows: \$325 on the first payday in December and \$325 on the first payday in June of each year.

48.2: Detective Bureau On-call – Detectives shall be assigned to on-call duty on a weekly basis and shall receive as compensation for such on-call duty eight (8) straight time hours, or compensatory time, per seven (7) day on-call period, at the option of the employee.

## ARTICLE XLIX GENDER CLAUSE

49.1: The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

## ARTICLE L PAYCHECKS

50.1: Paychecks shall be made available every other Thursday at 7:00 a.m. and shall be paid to employees through direct deposit or payroll debit card consistent with the Michigan Wage and Fringe Benefit Act.

## ARTICLE LI ANNUAL LONGEVITY BONUS

51.1: All regular full-time employees having completed five (5) years, or more, of continuous regular employment prior to December 1<sup>st</sup>, shall be eligible to receive a longevity bonus for service with the Employer. Payment to employees who become eligible to receive a longevity bonus, shall be paid the same the first regular pay day of December. Employees who retire before December 1<sup>st</sup>, shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time active employment credited to them from the preceding December 1<sup>st</sup> to the date of cessation of their active employment.

51.2: Employees whose employment terminates for other reasons prior to December 1<sup>st</sup>, shall not be eligible to receive a longevity bonus.

51.3: Employees on unpaid leaves of absence in excess of thirty (30) days for reasons other than illness, shall not be eligible to receive a longevity bonus. Employees on unpaid leaves of absence due to illness during the twelve (12) month eligibility period for a longevity bonus, other than their initial longevity bonus, shall receive a pro-rata payment based on the following formula for unexcused hours not worked:

HOURS NOT WORKED	=	REDUCTION
1 HOUR - 160 HOURS	=	REDUCTION OF 1/12 LONGEVITY
161 HOURS - 320 HOURS	=	REDUCTION OF 1/6 LONGEVITY
321 HOURS - 480 HOURS	=	REDUCTION OF 1/4 LONGEVITY
481 HOURS - 640 HOURS	=	REDUCTION OF 1/3 LONGEVITY
641 HOURS - 800 HOURS	=	REDUCTION OF 5/12 LONGEVITY
801 HOURS - 960 HOURS	=	REDUCTION OF 1/2 LONGEVITY
961 HOURS - 1120 HOURS	=	REDUCTION OF 7/12 LONGEVITY
1121 HOURS - 1280 HOURS	=	REDUCTION OF 2/3 LONGEVITY
1281 HOURS - 1440 HOURS	=	REDUCTION OF 3/4 LONGEVITY
1441 HOURS - 1600 HOURS	=	REDUCTION OF 5/6 LONGEVITY
1601 HOURS - 1760 HOURS	=	REDUCTION OF 11/12 LONGEVITY
1761 HOURS - 2080 HOURS	=	NO LONGEVITY PAYMENT

51.4: The longevity bonus payment schedule shall be as follows:

CONTINUOUS SERVICE	=	ANNUAL BONUS
5 YEARS OR MORE, BUT LESS THAN 11 YEARS	=	1% OF CURRENT BASE SALARY
11 YEARS OR MORE, BUT LESS THAN 16 YEARS	=	2% OF CURRENT BASE SALARY
16 YEARS, BUT LESS THAN 25 YEARS	=	3% OF CURRENT BASE SALARY
25 YEARS OR MORE YEARS	=	4% OF CURRENT BASE SALARY

For the 25 Years or More tier only, the portion of the 4% longevity payment that is 1% of wages shall not be MERS eligible wages and therefore is not includable in the Final Average Compensation for pension calculations.

### ARTICLE LII PERSONAL LEAVE DAYS

52.1: Employees shall be entitled to ~~four (4)~~five (5) twelve (12) hour personal leave days per year. Personal leave days shall not accumulate from year to year.

52.2: Two (2) such personal leave days of twelve (12) hours each shall be deducted from the employee's accumulated sick time. ~~Two (2)~~Three (3) such personal leave days of twelve hours shall be in addition to all other time off and shall not be deductible from sick leave. Employees must have the prior approval of the Sheriff before personal leave days are used.

52.3: Personal leave days may be allowed to be taken for the first six (6) months of employment, however, the employee's probationary period will extend one day for each personal day taken. Personal leave days will be prorated on a monthly basis, based upon the commencement of the anniversary date of the employee.

### ARTICLE LIII NON-DISCRIMINATION

53.1: The parties to this Agreement shall not discriminate predicated upon age, religion, physical handicap, sex, marital status, race, creed, or national origin, as required by law.

### ARTICLE LIV SAVINGS CLAUSE

54.1: If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

54.2: To the extent required by MCL 423.215(7), an Emergency Financial Manager appointed under the Local Government and School District Financial Accountability Act (being MCL

141.1501, et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act.

#### ARTICLE LV WAIVER

55.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement.

#### ARTICLE LVI EFFECTIVE DATE AND TERMINATION OF AGREEMENT

56.1: This Agreement shall remain in full force and effect commencing on the 1<sup>st</sup> day of January, ~~2020~~2023, through the 31<sup>st</sup> day of December, ~~2022~~2025. Either party may serve upon the other a notice no earlier than one hundred twenty (120) days prior to the expiration of this Agreement as noted above, that they wish to enter into collective bargaining sessions to negotiate a new contract. In the event of receipt of such notice, the parties shall determine mutually agreeable times and shall commence negotiations for a new contract.

#### ARTICLE LVII CLASSIFICATION AND WAGES

57.1: ~~1.~~ \_\_\_\_\_

1. Effective 1/1/2023, members of the bargaining unit shall be paid according to the attached scale. However, if the agreement is ratified after 12/31/2022, effective 1/1/2023, as to Act 312 eligible employees covered under this agreement and upon ratification in 2023 and on a non-retroactive basis as to non-Act 312 eligible employees covered under this agreement:

The attached scales shall be adjusted to remove the Start Rate of pay for Animal Control Officers, Corrections Officers, and Field Services Deputies and the remaining steps re-numbered as attached. Employees who are presently on the Start step, shall be immediately moved to the new Start Step. All other employees shall stay at their current step as of date of ratification and shall move to the next step on their applicable scale, on their next anniversary date. As an example, a Corrections Officer on the 2 years step (current \$52,087), stays on the same step and the wage moves to \$53,650 after ratification in 2023, which includes the 3% increase proposed in 2 below. Likewise, a Field Services Deputy on the 4 years step (current \$67,327), stays on the same step and the wage moves to \$69,347 on 1/1/2023, which includes the 3% increase proposed in 2 below.

2. Effective January 1, ~~2020~~, the 20192023, these revised scales shall be increased by 1.5%. Parties agree to add a 9-year step to the Corrections Officer's scale that is 2.5% above the 8-year step. Additionally, the parties agree to remove the starting step from the current Animal Control Officer scale.

3%. If the Board of Commissioners approves more than a 3.0% across the board increase for the nonunion employees, the Animal Control Officers, Corrections Officers, Field Services Deputies, and Detectives' scales shall be increased by the same percentile.

2. \_\_\_\_\_ 3. \_\_\_\_\_ Effective January 1, ~~2021~~2024, the ~~2020~~2023 scales shall be increased by ~~2.25%~~.

Effective January 1, 2022, 3.0%. If the ~~2021~~Board of Commissioners approves more than a 3.0% across the board increase for the nonunion employees, the Animal Control Officers, Corrections Officers, Field Services Deputies, and Detectives' scales shall be increased by the same percentile.

4. \_\_\_\_\_ Effective January 1, 2025, the 2024 scales shall be increased by 3.0%. If the Board of Commissioners approves more than a 3.0% across the board increase for the nonunion employees, the Animal Control Officers, Corrections Officers, Field Services Deputies, and Detectives' scales shall be increased by the same percentile.

### One Time Bonuses

#### Year One

Resolution 2022-12-203 was approved by the County Board of Commissioners. After ratification of this new contract by LCDSA employees and approval by the Board of Commissioners that take place on or by February 15, 2023, eligible employees shall be paid an additional one-time Inflation Assistance Payment of \$2,080.00 per employee. The Inflation Assistance Payment shall not be MERS-eligible.

In order to be eligible for the Inflation Assistance Payment, employees must be currently and actively employed in the bargaining unit on the payment date of the Inflation Assistance Payment which shall be paid on or before February 28, 2023. Those who are not actively employed on the date of the payment (including but not limited to those terminated from or leaving employment, those who retired, and those who are on an unpaid or workers' compensation leave) are not eligible.

If through no fault of the parties, the Board of Commissioners does not meet before February 15, 2023, the bargaining teams will aggressively advocate to seek Board approval to extend the February 15, 2023 due date set forth in Resolution 2022-12-203.

In addition to the above Inflation Assistance Payment, on or before February 28, 2023, employees shall be paid a one-time lumpsum \$250 signing bonus. The \$250 signing bonus shall not be MERS-eligible.

Year Two

In addition to the above increases, upon the first pay period after the anniversary of the contract in 2024, employees shall be paid a one-time lumpsum \$1,250 signing bonus. The \$1,250 signing bonus shall not be MERS-eligible.

Year Three

In addition to the above increases, upon the first pay period after the anniversary of the contract in 2025, employees shall be paid a one-time lumpsum \$1,250 signing bonus. The \$1,250 signing bonus shall not be MERS-eligible.

<b>Animal Control Officers</b>		Contract Year 1	New Start Rate; Others 3%	Contract Year 2	3.0%	Contract Year 3	3.0%
	<b>LOA 2022 Current Rates</b>		<b>2023 New Rates</b>	<b>1/1/2024 Scale</b>	<b>1/1/2024 Rates</b>	<b>1/1/2025 Scale</b>	<b>1/1/2025 Rates</b>
Old Scale		<b>2023 New Scale</b>					
Start	\$44,336.00						
1 YEAR	\$45,939.00	Start	\$49,810	Start	\$51,304	Start	\$52,843
2 YEARS	\$47,542.00	1 YEAR	\$53,650	1 YEAR	\$55,260	1 YEAR	\$56,917
3 YEARS	\$49,143.00	2 YEARS	\$55,680	2 YEARS	\$57,350	2 YEARS	\$59,071
4 YEARS	\$50,746.00	3 YEARS	\$57,495	3 YEARS	\$59,220	3 YEARS	\$60,996
5 YEARS	\$52,349.00	4 YEARS	\$59,311	4 YEARS	\$61,090	4 YEARS	\$62,923
6 YEARS	\$53,951.00	5 YEARS	\$61,127	5 YEARS	\$62,961	5 YEARS	\$64,850
7 YEARS	\$55,553.00	6 YEARS	\$62,942	6 YEARS	\$64,830	6 YEARS	\$66,775
<b>Corrections Officers</b>		Contract Year 1	New Start Rate; Others 3%	Contract Year 2	3.0%	Contract Year 3	3.0%
	<b>LOA 2022 Current Rates</b>		<b>2023 New Rates</b>	<b>1/1/2024 Scale</b>	<b>1/1/2024 Rates</b>	<b>1/1/2025 Scale</b>	<b>1/1/2025 Rates</b>
Old Scale		<b>2023 New Scale</b>					
Start	\$43,400.00						
1 YEAR	\$48,360.00	Start	\$49,811	Start	\$51,305	Start	\$52,844
2 YEARS	\$52,087.00	1 YEAR	\$53,650	1 YEAR	\$55,259	1 YEAR	\$56,917
3 YEARS	\$55,444.00	2 YEARS	\$57,107	2 YEARS	\$58,821	2 YEARS	\$60,585
4 YEARS	\$57,987.00	3 YEARS	\$59,727	3 YEARS	\$61,518	3 YEARS	\$63,364
5 YEARS	\$60,654.00	4 YEARS	\$62,474	4 YEARS	\$64,348	4 YEARS	\$66,278
7 YEARS	\$61,915.00	5 YEARS	\$63,772	5 YEARS	\$65,686	5 YEARS	\$67,656
8 YEARS	\$62,731.00	6 YEARS	\$64,613	6 YEARS	\$66,551	6 YEARS	\$68,548
9 YEARS	\$64,299.00	7 YEARS	\$66,228	7 YEARS	\$68,215	7 YEARS	\$70,261
<b>Field Services Officers</b>		Contract Year 1	New Start Rate; Others 3%	Contract Year 2	3.0%	Contract Year 3	3.0%
	<b>LOA 2022 Current Rates</b>		<b>1/1/2023 New Rates</b>	<b>1/1/2024 Scale</b>	<b>1/1/2024 Rates</b>	<b>1/1/2025 Scale</b>	<b>1/1/2025 Rates</b>
Old Scale		<b>1/1/2023 New Scale</b>					
Start	\$47,195.00						
1 YEAR	\$53,393.00	Start	\$54,995	Start	\$56,645	Start	\$58,344
2 YEARS	\$59,639.00	1 YEAR	\$61,428	1 YEAR	\$63,271	1 YEAR	\$65,169
3 YEARS	\$62,780.00	2 YEARS	\$64,663	2 YEARS	\$66,603	2 YEARS	\$68,601
4 YEARS	\$67,327.00	3 YEARS	\$69,347	3 YEARS	\$71,427	3 YEARS	\$73,570
5 YEARS	\$68,522.00	4 YEARS	\$70,578	4 YEARS	\$72,695	4 YEARS	\$74,876
7 YEARS	\$70,043.00	5 YEARS	\$72,144	5 YEARS	\$74,309	5 YEARS	\$76,538
<b>Detectives*</b>		Contract Year 1	3%				
	<b>LOA 2022 Current Rate</b>		<b>1/1/2023 New Rate</b>				
	\$73,545.00		\$75,751				
* Detectives shall be 5% above Field Services Officer Classification Wages for the applicable date of hire.							

3. ~~57.2.25%~~

<b>Animal Control Officers</b>			
	2020	2021	2022
START	\$41,693	\$42,631	\$43,590
1 YEAR	\$43,200	\$44,172	\$45,166
2 YEARS	\$44,707	\$45,713	\$46,742
3 YEARS	\$46,213	\$47,253	\$48,316
4 YEARS	\$47,721	\$48,794	\$49,892
5 YEARS	\$49,228	\$50,335	\$51,468
6 YEARS	\$50,735	\$51,876	\$53,044
7 YEARS	\$52,241	\$53,416	\$54,618
<b>Corrections Officers</b>			
	2020	2021	2022
START	\$40,813	\$41,731	\$42,670
1 YEAR	\$45,476	\$46,500	\$47,546
2 YEARS	\$48,982	\$50,084	\$51,211
3 YEARS	\$52,138	\$53,311	\$54,511
4 YEARS	\$54,529	\$55,756	\$57,011
5 YEARS	\$57,038	\$58,321	\$59,633
7 YEARS	\$58,224	\$59,534	\$60,873
8 YEARS	\$58,991	\$60,318	\$61,675
9 YEARS	\$60,465	\$61,826	\$63,217
<b>Field Services Officers</b>			
	2020	2021	2022
START	\$44,381	\$45,380	\$46,401
1 YEAR	\$50,209	\$51,339	\$52,494
2 YEARS	\$56,084	\$57,346	\$58,636
3 YEARS	\$59,037	\$60,365	\$61,723
4 YEARS	\$63,313	\$64,738	\$66,195
5 YEARS	\$64,436	\$65,886	\$67,369
7 YEARS	\$65,867	\$67,349	\$68,864
<b>Detectives</b>			
	\$69,160	\$70,716	\$72,308

~~57.2~~ Wellness Program: Each non-probationary employee shall be eligible for an annual Gym Membership and Wellness Equipment reimbursement of up to \$500 and shall be eligible for the \$100 per year health assessment which shall be processed under the guidelines and conditions of the County Wellness program.

~~57.3~~ 57.3 57.3 Adjustment for Special Training Functions: Instructors (other than CTO/FTO) shall receive a \$0.50 per hour premium for all time actually engaged in training/instructing which does not include paperwork, class preparation or organization duties. CTO, FTO instructors shall continue to receive 1.5 hours of compensatory time for eight hours continuous shift training/instructing (this does not include paperwork, preparation or organization.)

57.4: New hires will normally be paid at the start wage step. The Employer has the discretion, based upon prior applicable Deputy, Detective, Animal Control Officer or Corrections Officer experience, to place any new hire at up to a two years wage level commensurate with their prior applicable Deputy, Detective, Animal Control Officer or Corrections Officer experience. Minimum prior relevant experience is two (2) years. Placement above year two may be undertaken by letter agreement with the Union and Employer.

### **ARTICLE LVIII TUITION REIMBURSEMENT**

58.1: Employees are eligible for tuition reimbursement as described in Appendix B.

### **LETTER OF UNDERSTANDING DATED NOVEMBER 26, 2007**

The parties agree the Letter of Understanding dated November 26, 2007 ~~(see attached)~~ is no longer enforceable, is eliminated and is no longer a valid agreement between the parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**LIVINGSTON COUNTY DEPUTY  
SHERIFFS ASSOCIATION:**

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**LIVINGSTON COUNTY DEPUTY  
SHERIFFS ASSOCIATION  
BARGAINING COMMITTEE:**

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**LIVINGSTON COUNTY, MI:**

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**DAVID DOMAS - CHAIRPERSON**  
BOARD OF COMMISSIONERS

**SHERIFF, LIVINGSTON COUNTY, MI:**

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**MICHAEL J. MURPHY - SHERIFF**

## APPENDIX A

### Livingston County Sheriff's Office Drug Testing Policy. (Jan 2020)

#### PURPOSE

- A. To establish and maintain a safe healthy working environment for all employees.
- B. To insure the reputation of the Livingston County Sheriff's Office and its employees. Having public trust and confidence that employees are drug free while providing service.
- C. To reduce the incidents of injury/damage to persons or property.
- D. To provide assistance toward rehabilitation for any employee who seeks the Sheriff's Office/County's help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

#### DEFINITIONS:

- A. Alcohol or Alcoholic Beverage – means any beverage that has an alcoholic content.
- B. Drug- means any substance (other than alcohol) capable of altering the mood, perception, or judgment of the individual consuming it. This also includes Anabolic Steroids.
- C. Prescribed Drug- means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug- means any drug or controlled substance, the sale, possession or consumption of which is illegal.
- E. Supervisor/Command Officer- means the officer, acting officer or individual who is the employee's immediate superior in the chain of command.
- F. Impairment- weakening, diminishing or decreasing strength and value, physical or mental.
- G. Use- to avail oneself of, put to one's own purpose. To consume or expand by using.
- H. Employee Assistance Program- means Employee Assistance Program provided by the Sheriff's Office and or the County of Livingston
- I. Critical Incidents – an incident or event stressful enough to overwhelm the usually effective coping skills of an individual. Examples may include but are not limited to: Serious Injury or Death as a result of force being used. Serious injury or death as a result of a crash. Any shooting, or discharge of a firearm (outside of training) regardless of injury.

#### EMPLOYEE ASSISTANCE PROGRAM

- A. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance program can occur by self-referral, recommendation or referral by a supervisor. No employee will be disciplined as a result of any information disclosed by the employee during his/her efforts to enter or participate in the Employee Assistance Program.
- B. Request for assistance through "recommendation" or "supervisor referral" will be treated as confidential. "Self-referral" confidentiality will be maintained between the individual seeking help and Employee Assistance Program personnel.
- C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Sheriff's Office will grant rehabilitation leave according to the sick time

provisions in the collective bargaining agreement. Employees who have exhausted their accumulated sick leave will be allowed to use other accumulated compensatory time. The cost of the rehabilitation will be borne by the employer.

- D. To be eligible for continuation in employment on a rehabilitation pay basis, the employee must have been employed at least one year; must maintain at least weekly contact with the Sheriff's office; and must provide verification that he or she is continuously enrolled in a treatment program and actively participating in that program.
- E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

**PRESCRIPTION DRUGS:**

- A. Employees who are obliged to take prescription drugs(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the influence of, or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.
- B. No prescription drug shall be brought upon county property by a person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

No employee who complies with (A) and (B) above, with respect to a particular prescription drug or other medicine, can be disciplined or required to attend employee assistance on account of that particular prescription drug or other medicine.

**PROCEDURES FOR TESTING**

- A. Demand for Testing  
The Sheriff's Office may require departmental personnel to submit to a test for illegal drugs, prescription drugs, steroids, or alcohol if the test is being required on a reasonable basis.
- B. Standards for Determining Reasonable Basis
  - a. The test must be requested/ordered by a command officer. A "Command Officer" shall be deemed to be an officer of the rank of lieutenant or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer. A supervisor however can initiate the request/investigation.
  - b. "Reasonable Basis" is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty. The specific facts shall be well documented by the supervisor.
- C. Preparation of Report

If the supervisor, based upon the criteria set forth above, determines that a test should be requested, he/she shall comply with the following procedure. First, the subordinate shall be notified they are immediately being placed on paid administrative leave. From this point until

the test sample is taken, the supervisor will not leave the subordinate unattended. Once the employee is placed on administrative leave, the supervisor shall prepare a report reducing the objective facts and reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee at that same time. The employee shall then be given the opportunity to explain his/her behavior, action or appearance. Upon request, the employee shall have the right to Union representation.

D. Review of Report

If, following the employee's explanation, the supervisor determines that a test is still required, he/she shall submit a copy of his/her report to their commanding officer (Lt. or above in rank). The commanding officer shall evaluate the report and explanation of the reason for requesting testing, and shall hear the employee's explanation for his/her behavior (if any) and the commander shall then determine if there is reasonable basis for the test.

E. Demand for Testing

If the shift commander has determined that a test shall be ordered, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge. Should an employee's tour of duty expire, or he/she otherwise be in an off duty status during the order for testing process, the employee will be compensated precisely as if that employee were on active duty status, until the process of obtaining a specimen is completed.

F. Drug Testing Procedure

The procedure followed in giving the drug test, including but not limited to the collection of the sample, shall be completed in the same manner as a "new hire" drug screen. Results of the screen will be compared to the current MCOLES list of acceptable levels.

G. Alcohol Testing Procedure

Testing for alcohol will be performed by means of a blood test, at a licensed facility.

Employee Assistance and Discipline

- A. The Sheriff's Office will take into account all the facts prior to making a decision on what to do with an employee who "fails" a drug/alcohol test. (EAP vs Discipline or a combination). Factors will include but not be limited to: employees' health and wellbeing, public's trust, office needs and a safe environment for all.
- B. The sheriff shall have the option to conduct as many as four (4) random drug tests on an employee who has completed the Employee Assistance Program in order to guarantee that the program has been completed successfully. No such random test may be given more than two (2) years following the date of the employees' completion of the program.

- C. Drug tests will be automatic and not based on a reasonable basis if the employee is involved in a critical incident. Critical incidents are defined as; an incident or event, stressful enough to overwhelm the usually effective coping skills of an individual. Examples may include but are not limited to: Serious Injury or death as a result of force being used. Serious injury or death as a result of a crash. Any shooting or discharge of a firearm (outside of training) regardless of injury.
- D. Drug tests will be random if the employee is assigned to a narcotics team. Not to exceed 2 in one year (12 month period)

GREIVANCE PROCEDURE: (Union employees only)

All actions and decisions made pursuant to this Alcohol and Drug Policy shall further be subject to a “just cause” standard, and to the parties’ grievance and arbitration procedure.

## **APPENDIX B**

### **TUITION REIMBURSEMENT**

Any regular full-time employee covered by this Agreement is eligible for financial assistance for tuition cost for accredited college or university courses taken in a technical, undergraduate, or graduate program after one complete year of full-time County employment. A college or university is considered to be accredited if it is contained on the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs. The County shall reimburse fifty percent (50%) of tuition cost if:

1. Recommended by your department head and approved by the Human Resources Director prior to enrollment in the course; and
2. The course taken meets one of the following criteria:
  - a. it is directly job related, as determined by the department head
  - b. it is preparation of a job related promotion;
  - c. it is a required or elective subject mandatory to obtain a diploma, certificate, or undergraduate degree in preparation for advancement to a higher classification in County employment.
3. Under special circumstances a department head may authorize an employee to attend classes during normal working hours. **HOWEVER, IT IS THE RESPONSIBILITY OF BOTH THE INDIVIDUAL EMPLOYEE AND THE DEPARTMENT HEAD TO ENSURE THE INDIVIDUAL MAKES UP ALL LOST WORK TIME.**
4. Prior to being reimbursed for tuition expenses, the employee must present to the department a receipt for payment and proof of a grade C (its equivalent) or higher.
5. Employees eligible for education compensation under a scholarship, the Veterans G.I. Bill or other government sponsored programs, i.e. Pell Grant, Michigan Tuition Grant, and any other form of financial aid, will have to exhaust their other benefits prior to being eligible for County education benefits.
6. Reimbursement is for tuition only and does not include registration, books, lab fees, etc. Where the cost of books are rolled into the overall tuition cost, employees will be asked to submit reasonable proof as to the cost of the book to be subtracted from the tuition cost.
7. Repayment to the County in one lump sum will be required by an employee who

voluntarily resigns or is discharged from employment within three (3) years following completion of coursework. In the event the employee does not continue employment for the prescribed period, the employee will be required to reimburse the County on a prorated basis for tuition reimbursement received as follows:

- Return 100% of tuition reimbursement if resign within 1 year
- Return 67% of tuition reimbursement if resign within 2 years
- Return 33% of tuition reimbursement if resign within 3 years

8. Reimbursement is subject to and conditioned upon money being appropriated in the employee's Department budget for this specific purpose.

This tuition reimbursement program will be implemented in compliance with the Internal Revenue Code, Section 132 as a Working Condition Fringe benefit. As such, tuition reimbursement payments are excludable from an employee's gross income, are not includable in the employee's W-2 and are not subject to tax withholding. However, if a refund of reimbursement is made, the employee should contact their personal tax professional to address any potential tax issues.

Completion of coursework shall in no way entitle an employee to automatic advancement on the salary schedule either to a higher classification or step by reason of such additional training.

**LETTER OF AGREEMENT**

Livingston County Sheriff's Office and the Livingston County Deputy Sheriffs Association

The Livingston County Sheriff and the Livingston County Deputy Sheriffs Association agree that the Sheriff may use non-bargaining unit employees or contractors to perform the work of the property room coordinator or carry out the Sheriff's statutory civil process responsibilities as long as no regular full-time bargaining unit employees are laid off as a result. In addition, the Sheriff agrees to commit to creating at least two special additional assigned positions to be staffed by Field Service deputies beginning in late 2017 or after (e.g. LAWNET, DEA, Computer Forensics, SRO, CRO, Traffic Safety, etc.). If the Sheriff discontinues the additional assigned positions within Field Services during the term of this Letter of Agreement, the property room coordinator position and/or the Sheriff's statutory civil process responsibilities will be staffed by a full-time bargaining unit employee.

This Letter of Agreement will expire on January 1, 2025 and will survive the expiration of any collective bargaining agreement between the parties in the interim. Prior to its expiration, the parties will meet to review the status of this Letter of Agreement and determine whether any changes will be made to its terms.

\_\_\_\_\_  
Michael Murphy, Sheriff  
Livingston County Sheriff's Office

\_\_\_\_\_  
~~Matthew Shutes~~ Thomas Boyer, President  
Livingston County Deputy Sheriffs  
Association

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Robert J. Bezotte  
Sheriff

*Copy*

Michael J. Murphy  
Undersheriff

LIVINGSTON COUNTY SHERIFF DEPARTMENT

150 S. HIGHLANDER WAY • HOWELL, MICHIGAN 48843  
TELEPHONE (517) 546-2440 • FAX (517) 552-2542

LETTER OF UNDERSTANDING

THIS AGREEMENT is made this *27<sup>th</sup>* day of November, 2007, by and between the County of Livingston, the Livingston County Sheriff (jointly, the "Employer") and the Police Officers Association of Michigan (the "Union"), and for and in consideration of the mutual covenants hereinafter contained, agree as follows:

WITNESSETH:

WHEREAS, the Employer intends to create a civilian Property Room Coordinator position at the Sheriff department; and

WHEREAS, the Employer and the Union wish to resolve any differences between themselves relative thereto.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The position of Property Room Coordinator shall be a civilian position and shall not be considered a bargaining unit position nor covered under the terms and conditions of the collective bargaining agreement between the Employer and the Union, under the following condition:
  - A. Employer shall fill the Property Room Coordinator position with a retired Livingston County Sheriff Deputy.
2. In the event the Employer intends to fill the position with someone other than a retired Livingston County Sheriff Deputy the position of Property Room Coordinator shall be considered a

bargaining unit position and covered under the terms and conditions of the collective bargaining agreement between the Employer and the Union.

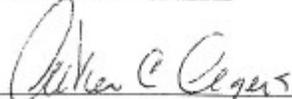
3. This agreement shall not obligate the Employer to fill the position or assign duties of the Property Room Coordinator.

4. It is expressly understood and agreed that any modifications of this Agreement must be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures to this Agreement on the day and year first above written.

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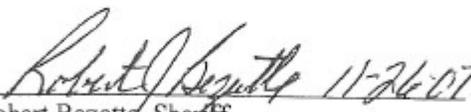
**LIVINGSTON COUNTY BOARD  
OF COMMISSIONERS**

  
\_\_\_\_\_  
William C. Rogers, Chair

**POLICE OFFICERS ASSOCIATION OF  
MICHIGAN**

 11-26-07  
\_\_\_\_\_  
Dave Klein, President

**LIVINGSTON COUNTY SHERIFF**

 11-26-07  
\_\_\_\_\_  
Robert Bezotte, Sheriff

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:

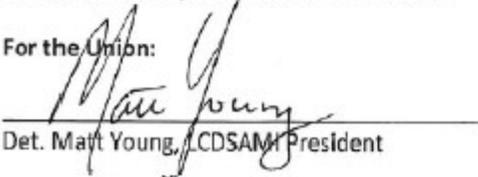
  
Livingston County Sheriff Michael J. Murphy

Dated: 7/14/2021

  
Wes Nakagiri, Chairman  
Livingston County Board of Commissioners

Dated: 7/20/2021

For the Union:

  
Det. Matt Young, LCDSAM President

Dated: 7/19/2021