

## **LETTER OF AGREEMENT AS TO REHIRED RETIREES' RETIREMENT BENEFITS**

The Letter of Agreement as to Rehired Retirees' Retirement Benefits ("Agreement") is entered into this 28 day of June, 2023, by and between the **Livingston County Board of Commissioners** and the **Livingston County Sheriff** (the "Employers") and the **Livingston County Deputy Sheriffs Association** (the "Association"). This Agreement is based on the following:

- A. The Employers and the Association are signatories to the 2023-2025 Collective Bargaining Agreement ("CBA") for the bargaining unit consisting of regular, full-time employees classified as detectives, corrections officers, animal control officers, and deputies (the "Unit").
- B. Under Article 35.3 of the CBA, new hires to the Unit are to be enrolled in the Michigan Municipal Employees' Retirement System ("MERS") Hybrid Pension Plan.
- C. However, pursuant to MERS Plan Document, Section 9 (2) (b) "No reemployed retiree shall become a member or participant of, or accrue service or vesting/eligibility credit under, the Defined Benefit Plan or the Hybrid Plan based upon such reemployment. A reemployed retiree shall become a participant in the Defined Contribution Plan if the Defined Contribution Plan is an open plan of the employee division to which the reemployed retiree belongs, and upon meeting all applicable eligibility requirements for enrollment."
- D. The CBA at section 35.3 provides for a Defined Contribution Pension plan benefit for Unit new hires effective after 12/31/2025.

Therefore, in consideration of the promises, representations, and agreements contained herein, intending to be legally bound, the Parties voluntarily and mutually agree to the following terms and conditions:

- 1. For County retirees, as defined under the MERS Plan Document, rehired to a position in the Unit on or prior to 12/31/2025, the Employers shall provide a contribution to the rehired retiree's \$457 account (currently administered by Nationwide Retirement Solutions). The Employers' contribution shall be 5% of the rehired retiree's base wage as defined by the CBA at Article 57.
- 2. This Employer contribution shall continue until eligibility for the Defined Contribution Plan after 12/31/2025. Thereafter, Unit rehired retireesshall be enrolled in the Defined Contribution Plan pursuant to the CBA and the Employer contributions to the \$457 account shall cease.
- 3. This Employer contribution shall be retroactive to dates of reemployment of the Unit rehired retirees.
- 4. The Association agrees not to pursue any claims, charges, complaints, or grievances related to this matter so long as the Employers comply with this Agreement. The Association preserves and does not waive its rights as to compliance with and/or enforcement of this Agreement.

5. This Agreement is entered into for the purposes of compromise and settlement of disputed claims between the parties. The execution of this Agreement shall not constitute or be deemed an admission of liability or any wrongdoing by any party.
6. The parties agree that this Agreement will not serve as a precedent in any other matter including matters involving other members, except for its applicability to future Unit rehired retirees who may become employed in the Unit before 12/31/2025.
7. The undersigned individuals have executed this Agreement and by doing so represent that they have been or are authorized to do so on behalf of themselves or on behalf of the entities they represent. The parties also agree that this Agreement, and any amendments to this Agreement, may be transmitted by facsimile or email. The Parties intend that faxed or electronic signatures constitute original signatures and are binding on the parties. This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original, but such counterparts shall together constitute one and the same instrument.
8. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matters hereof, supersedes all previous and existing agreements, representations, and understandings, oral and written, between them concerning such subject matters, and may be modified only by a written agreement duly executed by the parties.

The undersigned represent that they have read, understand, and agree to the terms of this Agreement:

**LIVINGSTON COUNTY BOARD OF  
COMMISSIONERS**

BY: \_\_\_\_\_

**DAVID J. DOMAS - CHAIRMAN**  
COUNTY BOARD OF COMMISSIONERS

Dated: \_\_\_\_\_

**LIVINGSTON COUNTY SHERIFF**

BY: \_\_\_\_\_

**MICHAEL J. MURPHY - SHERIFF**

Dated: 6/28/2023

**LIVINGSTON COUNTY DEPUTY  
SHERIFFS ASSOCIATION**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.  
BY: RICHARD D. MCNUITY - 6/19/2023