

VOLUNTARY RECOGNITION AGREEMENT AND LETTER OF AGREEMENT

By and Between

Livingston County Board of Commissioners

AND

Livingston County Sheriff
(collectively, the “Employer”)

AND

Livingston County Deputy Sheriff’s Association of Michigan (“LCDSA”)

AND

Michigan Fraternal Order of Police Labor Council (“FOPLC”)

WHEREAS, the Livingston County Deputy Sheriff’s Association of Michigan (“LCDSA”) currently represents a bargaining unit of certain employees of the Livingston County Board of Commissioners and of the Livingston County Sheriff (collectively, the “Employer”) and currently has in place a Collective Bargaining Agreement with the Employer effective by its terms from January 1, 2023 through December 31, 2025 (“LCDSA 2023-2025 CBA”);

WHEREAS, the LCDSA 2023-2025 CBA, Article II, Recognition (at p.8) currently provides for the following Current LCDSA Bargaining Unit:

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.

(the “Current LCDSA Bargaining Unit”).

WHEREAS, the Michigan Fraternal Order of Police Labor Council (“FOPLC”), having obtained a majority of interest cards to seek a petition with the Michigan Employment Relations Commission (“MERC”) to represent only the Detectives, Animal Control Officers (Animal Control Officers are ineligible for binding arbitration pursuant to MCL 423.231 et seq.; 1969 PA 312, as amended) and Field Services Division Road Patrol Deputies in the Current LCDSA Bargaining Unit (R10 C-049) (and not the LCDSA-represented Corrections Officer Deputies);

NOW THEREFORE, IT IS AGREED by all parties as follows:

1. Effective at 12:00:01 a.m. on November 1, 2024:

(a) The LCDSA and the Employer agree that Article II, Recognition, of the LCDSA 2023-2025 CBA shall be amended to read instead as follows:

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 Corrections Officer Deputies.

Excluding: All other Sheriff Department Personnel, including Command Officers, Sergeants, Detectives, Animal Control Officers, and Field Services Division Road Patrol Deputies, all other Supervisors, Seasonal employees, Auxiliary employees, Marine Division employees, Switchboard Operators, Confidential Secretaries, Clerical Staff, Property Room Clerks and Booking Clerks.

(the "Amended LCDSA Bargaining Unit").

(b) The FOPLC and the Employer agree that, pursuant to Sections 26 and 27 of Act No. 176 of Public Acts of 1939, MCL §423.26 and §423.27, as amended, or Sections 11 and 12 of Acts 336 of the Public Acts of 1947, MCL §423.211 and §423.212, as amended, the Employer voluntarily recognizes and acknowledges that the FOPLC is the sole exclusive bargaining agent and representative for the purposes of establishing wages, salaries, hours and other conditions of employment in collective bargaining with the Employer for the bargaining unit described below:

Regular, full-time employees classified as Detectives, Animal Control Officers (Animal Control Officers are ineligible for binding arbitration pursuant to MCL 423.231 et seq.; 1969 PA 312, as amended), and Field Services Road Patrol Deputies.

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

(the "FOPLC Bargaining Unit").

2. The LCDSA and the Employer agree that effective at 12:00:01 a.m. on November 1, 2024, the LCDSA 2023-2025 CBA shall be amended in Article II as is set forth above in Section 1(a) to amend the LCDSA bargaining unit; and effective that same date and time, all other remaining provisions, articles, sections, exhibits, attachments, addenda, etc. of the LCDSA 2023-2025 CBA and all its related letters of agreement, etc. shall have no further application thereafter to the

employees in the FOPLC Bargaining Unit who are no longer in the Amended LCDSA Bargaining Unit.

3. The FOPLC and the Employer Livingston County, Livingston County Sheriff (Co-Employers) and the Michigan Fraternal Order of Police Labor Council (FOPLC) agree that effective at 12:00:01 a.m. on November 1, 2024, the FOPLC shall assume what was previously known as the LCDSA 2023-2025 CBA with the Employer solely for the FOPLC Bargaining Unit defined above in Section 1(b) and with Article II amended as set forth in Section 1(b) above; that effective that same date and time, all other remaining provisions, articles, sections, exhibits, attachments, addenda, etc. of what will then become the new FOPLC November 1, 2024 through December 31, 2025 CBA with the Employer, and all its related letters of agreement, etc. shall have no application thereafter to the employees in the Amended LCDSA Bargaining Unit who are not in the FOPLC Bargaining Unit; and further that the new FOPLC November 1, 2024 through December 31, 2025 CBA shall otherwise remain status quo and in effect until such time as a successor agreement is negotiated between the FOPLC and the Employer for the MFOPLC Bargaining Unit.

4. The LCDSA shall continue to receive from the Employer the collected union dues and/or service fees for the employees in the Current LCDSA Bargaining Unit for their time worked prior to 12:00:01 a.m. on November 1, 2024.

5. Effective for time worked on or after 12:00:01 a.m. on November 1, 2024, the LCDSA shall continue to receive from the Employer the collected union dues and/or service fees for only the employees it represents in the Amended LCDSA Bargaining Unit pursuant to the LCDSA 2023-2025 CBA, as amended.

6. Effective for time worked on or after 12:00:01 a.m. on November 1, 2024, the FOPLC shall begin to receive from the Employer the collected union dues and/or service fees for only the employees the FOPLC represents in the FOPLC Bargaining Unit under the FOPLC November 1, 2024 through December 31, 2025 CBA with the Employer and pursuant to Appendix A to this Voluntary Recognition Agreement and Letter of Agreement.

7. The FOPLC shall have no right or interest in any union dues and/or service fees for the employees represented by LCDSA in the Current LCDSA Bargaining Unit for time periods they work or worked before 12:00:01 a.m. on November 1, 2024.

8. The FOPLC shall have no right or interest in any bank accounts, account receivables, or any other assets owned by the LCDSA. The FOPLC shall not be deemed to be nor is it a "successor" to the LCDSA.

9. The LCDSA shall have no right or interest in any union dues and/or service fees for the employees represented by FOPLC in the FOPLC Bargaining Unit for time periods they work or worked on or after 12:00:01 a.m. on November 1, 2024.

10. The FOPLC shall have no right or interest in any union dues and/or service fees for the employees represented by LCDSA in the Amended LCDSA Bargaining Unit for time periods they work or worked on or after 12:00:01 a.m. on November 1, 2024.

11. Effective 12:00:01 a.m. on November 1, 2024, the LCDSA shall have no further, ongoing duty of fair representation or liability as to any FOPLC Bargaining Unit employee:

(a) except to the extent any FOPLC Bargaining Unit employee who had been in the Current LCDSA Bargaining Unit may be due any potential remedy under any LCDSA grievances, claims or lawsuits that remain pending as of 12:00:01 a.m. that arose prior to November 1, 2024; it is agreed that any such potential remedy from LCDSA shall not continue to accrue on or after 12:00:01 a.m. on November 1, 2024, and any accrual thereafter shall be the responsibility of the FOPLC to prosecute and enforce;

(b) except to the extent a FOPLC Bargaining Unit employee who had been in the Current LCDSA Bargaining Unit makes a timely request to the LCDSA for it to file a grievance on their behalf on or after November 1, 2024 for an arguable LCDSA contract violation that arose under the LCDSA 2023-2025 CBA prior to November 1, 2024 that is still within the grievance time limits to file; and

(c) except to the extent a FOPLC Bargaining Unit employee who had been in the Current LCDSA Bargaining Unit has a claim against the LCDSA for conduct that arose prior to November 1, 2024 and that is filed/pursued by such employee within the applicable statute of limitations under the law.

12. The FOPLC shall have no duty of fair representation or liability as to any FOPLC Bargaining Unit employee as to conduct that arose prior to November 1, 2024.

13. This Voluntary Recognition Agreement and Letter of Agreement will be submitted to the Michigan Employment Relations Commission by each Union upon its execution.

14. This Voluntary Recognition Agreement and Letter of Agreement may be amended so long as any such amendment is signed by all the parties and so long as it is in writing.

FOR THE LIVINGSTON COUNTY SHERIFF:

Livingston County Sheriff Michael J Murphy

Date: _____

FOR THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS:

Jay Drick, Chairman

Date: _____


FOR LIVINGSTON COUNTY DEPUTY SHERIFF'S ASSOCIATION OF MICHIGAN:



Brad Kourt, LCDSA President

Date: 10/04/2024

FOR THE MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL:



David Willis, Director of Labor Services

Date: 10-7-24

APPENDIX A – APPLICABLE TO THE FOPLC

**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 total amount due shall be deducted and forwarded to the Union with a monthly membership list to the address of:*

*Fraternal Order of Police Labor Council
1457 East 12 Mile Road
Madison Heights, Michigan 48071*

- E. 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.

- F. 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.

- G. 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.

- H. 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.