

BOARD OF COMMISSIONERS

"The mission of Livingston County is to be an effective and efficient steward in delivering quality services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside and recreate in Livingston County."

5/10/2017

304 E. Grand River, Board Chambers, Howell, MI 48843

7:30 AM

AGENDA

1. **CALL MEETING TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CALL TO THE PUBLIC**
5. **APPROVAL OF AGENDA**
6. **MOTION TO ACCEPT FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF CLAIMS DATED: May 10, 2017**
7. **MOTION TO ACCEPT FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF PAYABLES: 4-27-17 thru 5-10-17**
8. **RESOLUTION FOR CONSIDERATION:**

2017-05-086

Human Resources

RESOLUTION APPROVING THE TENTATIVE AGREEMENT FOR A THREE (3) YEAR AGREEMENT BETWEEN THE LIVINGSTON COUNTY SHERIFF DEPARTMENT, THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS, AND THE MICHIGAN ASSOCIATION OF POLICE REPRESENTING LIEUTENANTS

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9. **ADJOURNMENT**

NOTE: The Call to the Public appears twice on the Agenda: once at the beginning and once at the end. Anyone wishing to address the Board may do so at these times.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION APPROVING THE TENTATIVE AGREEMENT FOR A THREE (3) YEAR AGREEMENT BETWEEN THE LIVINGSTON COUNTY SHERIFF DEPARTMENT, THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS, AND THE MICHIGAN ASSOCIATION OF POLICE REPRESENTING LIEUTENANTS – HUMAN RESOURCES / FINANCE / BOARD

WHEREAS, negotiations have resulted in a tentative agreement between the Livingston County Sheriff Department, the Livingston County Board of Commissioners, and the Michigan Association of Police (hereinafter referred to as “MAP”), effective 1/1/17; and

WHEREAS, the MAP membership has ratified the tentative agreement; and

WHEREAS, the modifications to the Lieutenants’ agreement are consistent with Board policy concerning wages and benefits; and

WHEREAS, the approval of the tentative agreement by the Board of Commissioners is the final action needed to execute this agreement.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the attached agreement reached with the Livingston County Sheriff Department, the Livingston County Board of Commissioners, and the Michigan Association of Police, for the period of 1/1/17 through 12/31/2019.

BE IT FURTHER RESOLVED that the Chair of the Board of Commissioners is authorized to sign all contracts necessary to effectuate this agreement.

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**MOVED:
SECONDED:
CARRIED:**

**Lieutenants Unit
Tentative Agreement Signed as of
May 4, 2017 reached through mediation**

T.A.
5-4-2017
A.I.
g.s.f.
R.D.
jo 5/11/17

Agree to all Tentative Agreements reached on 12/14/2016, see attached.

**ARTICLE 27
FLEXIBLE BENEFITS**

27.1: Livingston County offers a flexible benefit program for unit employees. This program allows each employee to choose those benefits that best meet their individual needs. The program year for the plan is from January 1 to December 31 and is renewed on an annual basis. **The County wishes to eliminate the PPO 1 benefit for lack of participation. As such, the parties agree that in the fall of 2017 during open enrollment for the 2018 plan year, the employees will have their last opportunity to enter the PPO 1 plan. If an employee elects to sign up for the PPO 1 plan, they may do so. If they opt out of the PPO 1 plan, they may not enter the plan at a future date and time. Those remaining in the plan, as well as employees promoted to Lieutenant who are enrolled in PPO 1, shall remain so long as the plan is offered by the insurance carrier and until such time as the employee chooses to opt out of PPO 1 in favor of another option offered by the insurance carrier.**

**ARTICLE 31
MEDICAL/HOSPITALIZATION INSURANCE**

31.1: The Employer shall provide full family BC/BS Community Blue PPO Option 4; \$10 office visit co-pay; \$10.00 Chiropractic visit co-pay; \$250 per year per participant preventative services. Prescription coverage shall be 3-tiered \$2/\$25/\$50 and a ~~two~~ **one** times mail order benefit. Employees hired prior to June 30, 2011 shall pay 10% of the premium/illustrated rate for medical coverage (plus buy-up costs). Employees hired on or after June 30, 2011 shall contribute 20% of the premium/illustrated rate for medical coverage (plus buy-up costs).

Employees shall pay \$10 per pay period for spouses enrolled in the medical plan. Employees with County-employed spouses receive either insurance coverage from the County or the opt-out amount, not both.

31.2 - Keep language changes TA'd on 12/14/16 but increase opt out payment to \$1,800 per year on a pro-rated basis over 26 pays.

New 31.4: The County may substitute an alternate medical and hospitalization insurance carrier provided 90% of the doctors in the Community Blue PPO 4

network are in the new network and the benefits are commensurate or better than current benefit levels. Further, there shall be no increase in the employee cost-sharing through payroll deduction as a result of this change in carrier. At the request of the Union, the Employer will meet with the Union to discuss the alternative carrier. However, if no agreement is reached within thirty (30) days of the notice of carrier change, the Employer may proceed with the substitute if the benefits are commensurate with or better than current benefit levels.

ARTICLE 35 WAGES

~~35.1: Effective January 1, 2014, members of the bargaining unit hired on or before June 30, 2011 shall be paid as follows:~~

~~Upon Hire or Promotion: \$67,337.34
After One (1) Year in Rank: \$71,265.50
After Two (2) Years in Rank: \$73,403.46~~

~~Members of the bargaining unit hired after June 30, 2011 shall be paid as follows:~~

~~Upon Hire or Promotion: \$65,922.82
After One (1) Year in Rank: \$70,196.66
After Two (2) Years in Rank: \$72,302.22~~

~~35.2: Effective July 1, 2014, members of the bargaining unit hired on or before June 30, 2011 shall be paid as follows:~~

~~Upon Hire or Promotion: \$68,650.42
After One (1) Year in Rank: \$72,655.18
After Two (2) Years in Rank: \$74,834.83~~

~~Members of the bargaining unit hired after June 30, 2011 shall be paid as follows:~~

~~Upon Hire or Promotion: \$67,208.31
After One (1) Year in Rank: \$71,565.49
After Two (2) Years in Rank: \$73,712.11~~

~~35.3 For 2015, the parties agree to a mandatory reopener as to wages only.~~

~~35.4 For 2016, the parties agree to a mandatory reopener as to wages only.~~

~~35.5 As to Articles 35.1 and 35.2, by current law, the 2014 wage increase is not permitted to be retroactive, but if HB 5097 passes in 2014 AND is given retroactive effect by the Legislature, unit employees permitted by HB 5097 to receive retroactive~~

~~pay (only as to the percentile step wage increases) will be provided retroactive step wage increases for 2014 if actively employed at date of ratification by both parties. Any increase under 35.1 or 35.2 resulting from the elimination of the Start and 6 month wage rates shall not be eligible for retroactive pay.~~

Wage Addendum:

~~Effective July 1, 2015 upon ratification in 2017 and on a non-retroactive basis and retroactive to January 1, 2015.~~

Upon Hire or Promotion: \$70,709.93
After One (1) Year in Rank: \$74,834.84
After Two (2) Years in Rank: \$77,079.87
After Three (3) Years in Rank: \$78,236.07

~~Members of the bargaining unit hired after June 30, 2011 shall be paid as follows:~~

~~Upon Hire or Promotion: \$69,224.56
After One (1) Year in Rank: \$73,712.45
After Two (2) Years in Rank: \$75,923.47~~

- 1. Effective upon ratification by all parties, and on a non-retroactive basis, the above scale shall be increased by 1%**
- 2. Effective January 1, 2018, the 2017 scale shall be increased by 2%.**
- 3. Effective January 1, 2019, the 2018 scale shall be increased by 2%.**

Effective upon ratification by and on a non-retroactive basis, the Lieutenant assigned by the Sheriff to perform the duties of Jail Administrator will receive 5% above top scale for Lieutenant while so assigned. The Sheriff agrees for the duration of this contract not to insert a rank between the ranks of Lieutenant and Undersheriff.

Article 24, Section 24.3 Retiree Health Care - For the life of the agreement, Lieutenants retiring during the term of this agreement shall continue to pay the percentage contribution for retiree health insurance they paid as an active employee.

Article 26, Section 26.1 Tuition Reimbursement - Upon obtaining prior approval by the Sheriff, employees covered by this Agreement shall be reimbursed for costs, upon successful completion ("C" or better) for college courses relating to law enforcement, business management and/or administration, human resources, administrative services, and public administration. ~~excluding any and all classes in law school.~~ This section shall be administered consistent with Resolution 2010-03-100 which is attached as Appendix 1.

~~**26.2:** Reimbursement shall include the cost of tuition and books required by the course instructor. Receipts for costs must be provided by the employee in order to be eligible for payment.~~

Article 35, Section 35.1 Wages - See Employer proposal as to wages.

New Language: If the Sheriff awards a promotion to Lieutenant from a lower rank within this department, employee will be placed on the step of the Lieutenant's wage scale that would result in at least a 5% increase in pay.

Article 35, Section 35.3: New Language - Boot or Shoe Replacement - The employer will provide \$50 annually for the purchase of footwear which, if not used each year, may accumulate up to a maximum of \$200. The employee must provide receipts.

Article 35, Section 35.7 Call Back - 35.7 Bargaining Unit members who are required to report back to work after scheduled working hours to a crime scene **or a serious incident or an incident approved by the Sheriff or Undersheriff** shall receive a minimum of two hours call back in pay at straight-time and shall be awarded compensatory time for actual time on scene on a time and one half in excess of 40 hours basis.

For settlement purposes, parties on the payment of a signing bonus of \$500 for all bargaining unit employees employed as of the date of ratification by all parties.

Lieutenants Unit
Tentative Agreements
As of 12/14/2016

TA
OP
JAL
RH
TAD
12/14/16

**ARTICLE 17
VACATIONS**

17.2: Employees may accumulate up to one and one-half (1-1/2) times their annual vacation leave that they are eligible for. Vacation time earned in excess of one and one-half times (1-1/2) the maximum accumulation, not taken by **the last full pay period that includes** December 31 of any year, shall be paid to the employee at his/her rate of pay.

**ARTICLE 19
LEAVES OF ABSENCE**

19.1: Personal Leave: A regular employee who has completed six (6) months of employment may request a personal leave of absence for a period not to exceed one hundred eighty (180) calendar days in any one (1) calendar year. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave, and must be approved by the Sheriff if the personal leave is to be granted. A personal leave of absence may be granted to attend an educational institute, to perform volunteer services, for managing a personal emergency, to assist in the care of others not already provided for under the Family Medical Leave Act (FMLA), and for other reasons deemed appropriate by the Sheriff. An employee may elect to use any or all accrued/~~purchased~~ vacation leave. If the election is made and the accrued/~~purchased~~ vacation leave is exhausted, any remaining leave shall be without pay and benefits. If the election is not made, the employee understands that the leave shall be without pay and benefits. If the personal leave is granted for more than thirty (30) calendar days for whatever reason, the Sheriff does not guarantee that the employee will be reinstated to their former position. The employee shall, however, be notified prior to the position being filled by another individual to determine if the employee is able to return from personal leave. If the employee is unable to return, every effort will be made to place the employee in a position for which they are qualified upon return. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications.

During an unpaid personal leave, the employee shall not engage in gainful employment and must pay medical, dental, and life insurance premiums/illustrated rates to the County **Human Resources Department** ~~Clerk's Office~~ to keep the coverage in force.

19.6: Annual Sick Leave. Unused sick time may be accumulated to a maximum of eight hundred (800) hours. An employee that accumulates more than eight hundred (800) hours of sick leave as of November 30 each year will be paid for fifty percent (50%) of all sick hours in excess of eight hundred (800). ~~to a maximum of Six Hundred Dollars (\$600.00).~~ This is to be paid in the second payday of December.

ARTICLE 20 BEREAVEMENT LEAVE

20.1: Funeral leave of not more than three (3) days, not chargeable to sick time, may be used to attend a funeral in the employee's immediate family (spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, **brother-in-law, sister-in-law**, foster children, or other legal dependents living with the employee).

ARTICLE 22 WORKER'S COMPENSATION

22.1: Employees are covered by the Worker's Compensation Laws of Michigan. Any employee involved in a work related accident or injury must report that accident or injury to the Sheriff and the Personnel Department as soon as possible after the mishap and fill out the proper reporting forms. Failure to properly report an injury may result in disciplinary action.

Regular employees covered under this Agreement who have been employed for one (1) year or more 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 salary payment equal to the difference between the compensation benefits and his/her regular bi-weekly salary for a period not to exceed six (6) months, less normal tax withholdings.

An employee receiving Worker's Compensation payments shall not earn vacation and sick leave while on Worker's Compensation nor shall they be eligible to receive holiday pay. In the event a regular employee is off work and is being compensated under the Worker's Compensation Law for an on-the-job injury or illness, the Employer will continue, for eligible employees, for a maximum of one (1) year from the date of injury, to pay the premiums of health, dental, and life insurance, where applicable. Thereafter, the employee may make arrangements to pay premiums to continue the insurance, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Worker's Compensation.

31.2: At time of open enrollment and selection of benefits through the County Choices Flex Plan, employees who provide proof of other **qualified group** medical/hospitalization insurance may opt out of the medical/hospitalization and dental insurance coverage and receive \$1200.00 to ~~"purchase" other benefits available within the flex plan or~~ on a prorated basis over twenty-six (26) pay periods. Employees may be required to periodically provide proof of dependent eligibility consistent with the County

policy regarding the definition of dependents. Employees with County-employed spouses receive either insurance coverage from the County or the opt-out amount, not both. **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 County form required for 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 Health Care Act and cause the Employer to be subject to penalty or fine.**

New 31.5: County Commissioners have approved the resolution to opt out of PA 152 for 2017. County Commissioners may change status under Public Act 152 beginning January, 2018.

35.6 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.