

AGREEMENT

BETWEEN

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

AND

SHERIFF OF LIVINGSTON COUNTY

AND

LIVINGSTON COUNTY DEPUTY SHERIFFS ASSOCIATION



**EFFECTIVE:
JANUARY 1, 2010, THROUGH DECEMBER 31, 2013**



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**ARTICLE I
AGREEMENT**

1.1: This Agreement, made and entered into this ____ day of _____, 2011, effective January 1, 2010, 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 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) 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).

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. 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: Membership in the Union or compliance with payment of representation fees shall be a condition of continued employment. The Employer agrees to deduct union dues or union service fees to become effective for present regular employees 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 employment.

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. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues, which sum shall be less than one hundred percent (100%) of said dues, upon receipt by the Employer of a signed, written card, and which sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract, which sum shall not include, by way of example but not by way of limitation, state, national or other dues and assessments, or other amounts for other Union activities.
- D. The Employer shall only checkoff obligations which become due at the time of checkoff, and will make checkoff deductions only if the employee 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.
- 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 and/or representation fees 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, representation fees, 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 Union shall exclusively use the checkoff authorization as herein provided for in Appendix A.
- I. The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If said employee does not pay the dues or representation fee within thirty (30) days after said notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate said employee.

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.

STEP 1	<p>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 pay for the time spent with the supervisor to discuss the grievance. The answer of the immediate supervisor may be given verbally.</p>
STEP 2	<p>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.</p>
STEP 3	<p>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.</p>
STEP 4	<p>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.</p>

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.

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-away 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. 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 fifteen (15) calendar months from the date of the suspension notice. Any employee receiving three (3) suspension notices within fifteen (15) calendar months may be discharged without recourse; however, this shall not be construed as requiring a specified number of suspension notices before discharge may be imposed. Suspension notices shall remain in effect for a period not to exceed two (2) years from the date of the act resulting in the suspension.

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 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. 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.

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, the Employer will re-test. Results will remain effective until March 31.

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.

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 1/26th the annual amount to be earned each pay period.

YEARS OF SERVICE	ACCRUED HOURS
1 YEAR'S 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 (1-1/2) times their annual vacation accumulation to which they are eligible. Time earned in excess of one and one-half (1-1/2) times the annual accumulation not taken by 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; 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 ST
WASHINGTON'S BIRTHDAY:	=	3 RD MONDAY IN FEBRUARY
GOOD FRIDAY:	=	FRIDAY BEFORE EASTER
EASTER SUNDAY:	=	EASTER SUNDAY
MEMORIAL DAY:	=	LAST MONDAY IN MAY
INDEPENDENCE DAY:	=	JULY 4 TH
LABOR DAY:	=	1 ST MONDAY IN SEPTEMBER
VETERAN'S DAY:	=	NOVEMBER 11 TH
THANKSGIVING DAY:	=	4 TH THURSDAY IN NOVEMBER
DAY AFTER THANKSGIVING:	=	4 TH FRIDAY IN NOVEMBER
CHRISTMAS EVE DAY:	=	DECEMBER 24 TH
CHRISTMAS DAY:	=	DECEMBER 25 TH

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.

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 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. 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 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. 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.

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 former position or a position for which he 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 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. After the ninety (90) day period, the employee must make arrangements to pay his premiums to the County Clerk. 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.

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 duly adopted Livingston County Sheriff's Department Drug Testing Policy and regulations dated June 1, 1994.

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 and/or making funeral arrangements. If any additional 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 tour of duty and has received an honorable discharge, reinstated as a county employee in accordance with the provisions of the current statute. The employer shall comply with the Uniformed Services Employment and Reemployment Act. 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 she cannot work due to pregnancy, such employee shall be allowed to use her accumulated sick leave days for said 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, except dependents nineteen (19) years of age or older unless required by law, 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 shall pay 5% of the premium/illustrated rate for medical coverage effective January 1, 2012. Employees shall pay 10% of the premium/illustrated rate for medical coverage effective January 1, 2013. 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 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. In the event the employee elects not to be covered by such medical insurance, the Employer shall pay 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 to the employee 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 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.

ARTICLE XXIII LIFE INSURANCE

23.1: The Employer shall provide, to permanent full-time employees only, a \$30,000 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, 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 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 same dental insurance for all employees covered under this Agreement as is provided to non-union county employees. 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 or comp time. 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 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 forty (40) hours. Any comp time hours accumulated over the forty (40) 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 forty (40) hours at the end of any calendar year and no more than twelve (12) hours may be carried over to the next year.

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 December 1st 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 December. 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 December 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 December 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 forty (40) hours for each calendar year.
- B. Any usage or partial usage of comp time will be subtracted from the maximum of forty (40) hours so that the employee can accumulate, once again, to forty (40) 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.

**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.

**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 seven cents (.07 cents) per hour will be applicable to employees working twelve (12) hour shift commencing on or after 6:00 p.m.

**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 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 will be entitled to F55/15 or F50/25, E-2, B-3. Employees hired after June 20, 2011 will be entitled to F55/15 or F50/25, E-2, B-2.

35.4: Employees 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. Thereafter, such an employee may participate in Blue Cross/Blue Shield Medicare Supplement insurance. This continued health and hospitalization insurance and the Medicare Supplement insurance shall be at the Employer's expense. 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 \$20,000 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 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 \$50 annually for the purchase of footwear which, if not used each year, may accumulate up to a maximum of \$200.

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 their regular hourly rate of pay up to a total of eighty-six (86) hours per two week pay period inclusive of all hours worked in any division of the department. Compensated time taken off, with the exception of sick time, will not be deducted from the eighty-six (86) hours. Uncompensated time off will be deducted from the eighty-six (86) hours. Any hours worked in the Marine Division in excess of eighty-six (86) hours will be paid at the overtime rate of the individual working. Example: An employee being compensated for 84 hours during their two week pay period will be paid at their regular rate for the first two hours of marine duty and overtime rate for all additional hours of marine duty worked in that pay period.

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.

**ARTICLE XLIV
AMMUNITION**

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

44.2: The Employer shall supply each officer required to carry a side arm with one hundred twenty-five (125) rounds of practice ammunition per month, 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 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 shall receive an annual clothing allowance of five hundred (\$500.00) dollars to be paid as follows: Two hundred fifty (\$250.00) dollars on the first payday in December of each year, and two hundred fifty (\$250.00) dollars on first payday in June of each year.

**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
LONGEVITY**

51.1: All regular full-time employees having completed five (5) years, or more, of continuous regular employment prior to December 1st, 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 1st, 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 1st to the date of cessation of their active employment.

51.2: Employees whose employment terminates for other reasons prior to December 1st, 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 OR MORE YEARS	=	3% OF CURRENT BASE SALARY

ARTICLE LII PERSONAL LEAVE DAYS

52.1: Employees shall be entitled to three (3) personal leave days per year. Personal leave days shall not accumulate from year to year.

52.2: Two (2) such personal leave days shall be deducted from the employee's accumulated sick time. One (1) such personal leave day 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 1st day of January, 2010, through the 31st day of December, 2013. 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:

DEPUTIES				
YEARS	1/1/2010	1/1/2011	1/1/2012	1/1/2013
START	38,209	38,209	38,209*	38,209*
1 YEAR	43,227	43,227	43,227*	43,227*
2 YEARS	48,284	48,284	48,284*	48,284*
3 YEARS	50,826	50,826	50,826*	50,826*
4 YEARS	54,508	54,508	54,508*	54,508*
5 YEARS	55,475	55,475	55,475*	55,475*
* Me too for any across the board increase for non-union employees or other 312 units				

DEPUTIES (HIRED AFTER JUNE 20, 2011)				
YEARS	1/1/2010	1/1/2011	1/1/2012	1/1/2013
START	37,636	37,636	37,636*	37,636*
1 YEAR	42,579	42,579	42,579*	42,579*
2 YEARS	47,560	47,560	47,560*	47,560*
3 YEARS	50,064	50,064	50,064*	50,064*
4 YEARS	53,690	53,690	53,690*	53,690*
5 YEARS	54,643	54,643	54,643*	54,643*
* Me too for any across the board increase for non-union employees or other 312 units				

DETECTIVES
5% ABOVE DEPUTY CLASSIFICATION WAGES FOR THE APPLICABLE DATE OF HIRE

CORRECTIONS OFFICERS				
YEARS	1/1/2010	1/1/2011	1/1/2012	1/1/2013
START	35,046	35,046	35,046*	35,046*
1 YEAR	39,161	39,161	39,161*	39,161*
2 YEARS	42,739	42,739	42,739*	42,739*
3 YEARS	45,525	45,525	45,525*	45,525*
4 YEARS	47,635	47,635	47,635*	47,635*
5 YEARS	49,848	49,848	49,848*	49,848*
* Me too for any across the board increase for non-union employees or other 312 units				

CORRECTIONS OFFICERS (HIRED AFTER JUNE 20, 2011)				
YEARS	1/1/2010	1/1/2011	1/1/2012	1/1/2013
START	34,520	34,520	34,520*	34,520*
1 YEAR	38,574	38,574	38,574*	38,574*
2 YEARS	42,098	42,098	42,098*	42,098*
3 YEARS	44,842	44,842	44,842*	44,842*
4 YEARS	46,920	46,920	46,920*	46,920*
5 YEARS	49,100	49,100	49,100*	49,100*
* Me too for any across the board increase for non-union employees or other 312 units				

Upon ratification by all parties, employees shall receive a \$1,250 signing bonus if all bargaining unit goes to direct deposit/debit card (paperless) for payroll (funds may be deposited in up to three (3) banks). Employees must be currently employed at the time of ratification to be eligible for signing bonus.

**ARTICLE LVIII
TUITION REIMBURSEMENT**

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

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

**LIVINGSTON COUNTY DEPUTY
SHERIFFS ASSOCIATION:**

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

LIVINGSTON COUNTY, MI:

MAGGIE E. JONES - CHAIRPERSON
BOARD OF COMMISSIONERS

SHERIFF, LIVINGSTON COUNTY, MI:

ROBERT BEZOTTE - SHERIFF

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APPENDIX A

CHECK-OFF AUTHORIZATION FORM

I hereby request and authorize you to deduct from wages hereafter earned by me, while in the employ of the Livingston County Sheriff, my Union dues of 1% of top base pay divided by twelve per month, or representation fee of 1% of top base pay divided by twelve per month. The amount deducted shall be paid to the Treasurer of the Union, according to the Agreement reached between the Employer and the Union. I recognize that by executing this authorization form, I will be bound to the Union security and check-off for the duration of this Agreement or the termination of my employment.

PRINT:

(Last Name) (First Name) (Middle Initial)

Address _____

City _____ State _____

(Social Security Number)

DATE DEDUCTION IS TO START:

_____/_____
Month Year

x _____
(Signature of Employee)

(Department)

Date Signed:

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.

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