

**ARTICLE 1**  
**AGREEMENT**

**1.1:** This Agreement is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the LIVINGSTON COUNTY BOARD OF COMMISSIONERS and the LIVINGSTON COUNTY SHERIFF, hereinafter referred to as “Employer,” and the MICHIGAN ASSOCIATION OF POLICE, hereinafter referred to as “Union.”

**ARTICLE 2**  
**RECOGNITION**

**2.1:** Collective Bargaining Unit. The Employer recognizes and acknowledges that with respect to rates of pay, wages, hours of employment, and other conditions of employment, the Union is the exclusive representative for the bargaining unit comprised of all employees classified as “Lieutenant,” and excluding all other employees as certified by MERC Case #R02A-006.

**ARTICLE 3**  
**ASSOCIATION REPRESENTATION**

**3.1:** Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee whose sole function shall be to meet with Employer representatives for the purpose of negotiating modifications to this Agreement. The committee shall be composed of an employee of the bargaining unit and the Union’s business agent, or his or her designee.

- A. The employee member of the bargaining committee shall be permitted to attend any and all meetings with regard to modifications of this Agreement during working hours without loss of pay or benefits.
- B. Should the necessity arise for another member of the Union to provide information regarding the modification of this Agreement during working hours, that employee shall be permitted to attend that portion of the meeting for which the information that they have is necessary without loss of pay or benefits, as long as agreed upon by the Employer.
- C. Any member of the Union may be present at any and all meetings with regard to modifications of this Agreement during non-working hours.

**3.2:** Stewards. The Employer agrees to recognize a steward, elected or appointed by the Union, from the bargaining unit. The steward’s function will be to process grievances in accordance with the grievance procedure established in this Agreement. An alternate steward may be appointed to serve in the absence of the duly elected or appointed steward. The steward or alternate, may investigate and/or present grievances in accordance with the grievance procedure during their regularly scheduled work hours

without loss of pay or benefits, 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. The Union shall advise the Employer, in writing, of the names of its stewards or alternates before they shall be recognized.

**3.3:** Discrimination. The Employer shall not discriminate, interfere, restrain, or coerce any member of the Union because of membership in the Union or because of any activity permissible under State and Federal law and this Agreement.

#### **ARTICLE 4** **AGENCY SHOP AND DUES CHECKOFF**

**4.1:** Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or discontinue their membership in the Union as they see fit.

**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 employees on the date that this agreement is signed. 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 pay 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 that shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All check off authorization forms shall be filed with the Employer, who may return any incomplete or incorrectly completed form to the Union's designee, and no check off 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 pay, a service fee equal to 100% of the regular membership dues. This 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. The 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 check off obligations that become due at the time of check off, and will make check off deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if the employee has duplicated a check off 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. New check off authorization forms shall be submitted to the Employer in the event that an increase in the Union dues or representation fee is made.
- 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 takeoff authorization, as herein provided for, that is attached to this Agreement. See Appendix A.
- I. The Union shall notify an employee who has not paid his or 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 5**

### **UNION ACCESS**

**5.1:** The Employer and the Sheriff agree that they shall allow the proper accredited representative of the local union access to the Sheriff's Department at any reasonable time upon receiving the Sheriff's or his/her designee's prior approval, 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. Prior approval by the Sheriff or his/her designee shall not be unreasonably withheld.

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

**ARTICLE 6**  
**EXTRA CONTRACT AGREEMENT**

**6.1:** 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 7**  
**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 Constitution 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; and
- G. To maintain order and efficiency; to establish reasonable rules and regulations and to enforce those rules and regulations; to discipline and discharge as provided in this Agreement.

**ARTICLE 8**  
**ACCESS TO INFORMATION**

**8.1:** The Employer shall make available to the Union, upon request, any information, statistics, and records that the Union deems relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.

**8.2:** The Employer agrees to furnish the Union one (1) copy of all current rules and regulations, policies and procedures, general orders, and employee handbooks. The Employer also agrees to furnish the Union one (1) copy of any future amendments and/or revisions of rules and regulations, policies and procedures, general orders, and employee handbooks.

**ARTICLE 9**  
**SPECIAL CONFERENCES**

**9.1:** 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 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.

**9.2:** 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 10**  
**POLITICAL ACTIVITY**

**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 the Sheriff, and the Employer recognizes and respects the statutory rights of the employees.

**10.2:** Employees that choose to participate in political activities must do so while off duty. In addition, such employees are prohibited from engaging in political activities while in a County uniform and are prohibited from using any County property/materials for such purposes.

**10.3:** Finally, all employees in the Sheriff's Department, including those who participate in political activities, are required to follow Departmental Rules and Regulations governing their conduct both on and off duty.

**ARTICLE 11**  
**DISCHARGE OR SUSPENSION**

**11.1:** The Sheriff and/or designee shall demote, discharge, or suspend an employee for just cause only.

**11.2:** Any violation(s) that warrant 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 Personnel Director 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 with cause; however, this shall not be construed as requiring a specified number of suspension notices before discharge may be imposed.

**11.3:** All suspensions and/or discharges issued by designees of the Sheriff shall be reviewed by the Sheriff or 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/her position without loss of seniority or wages for the period of his/her discharge or suspension.

**11.4:** In the event an employee is accused and/or charged with an offense or with acts of misconduct that involve possible criminal action, the employee shall not be required to make any statements concerning the alleged offense without:

- A. Having a Union representative present, or
- B. Being presented with a written charge. Such written charges shall be provided as soon as possible, but not more than seventy-two (72) hours subsequent thereto. The meeting with the Sheriff or designated representative shall then be held as soon as possible but not more than forty-eight (48) hours after receiving the written charges. The employee, against whom charges have been made, may be represented at such meeting by a steward or any Union member of his/her choosing.

**ARTICLE 12**  
**GRIEVANCE AND ARBITRATION PROCEDURES**

**12.1:** A grievance is defined as a claim reasonably and sensibly founded of 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) working days following the incident that caused the grievance. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

**12.2:** An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

**STEP 1:** The grievance shall be reduced to writing by the employee and/or Union representative and presented to the Undersheriff within the ten (10) working day period, requesting that the grievance be adjusted. The Undersheriff shall meet with the employee to discuss the grievance and will attempt to respond to said grievance within three (3) working days of said meeting, but in no event more than six (6) working days after the grievance has been presented to the Undersheriff. The employee shall have a 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 Undersheriff to discuss the grievance. The answer of the Undersheriff may be given verbally.

**STEP 2:** If the grievance is not satisfactorily resolved at Step 1, the decision rendered may be appealed to the Sheriff by giving the Sheriff written notice thereof within five (5) working days following receipt of the Undersheriff's written answer in Step 1. Upon appeal, the matter shall be reconsidered at a meeting scheduled within ten (10) working days. The Union shall be represented at this meeting by the Local President or his or her designee and the MAP Labor Relations Specialist. 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) working days following such meeting.

**STEP 3:** In the event that the grievance is not satisfactorily resolved at Step 2, the Union may Appeal the matter to an arbitrator by giving the Sheriff written notice of its intent to arbitrate within ten (10) working days following receipt of the Employer's answer in Step 2.

**12.3:** If a timely request for arbitration is filed by the Union on a grievance, the union shall submit a request for a panel from the Federal Mediation and Conciliation Service under the rules of the American Arbitration Association. 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.

**12.4:** Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all 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 awards thereunder if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

**12.5:** 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.

**12.6:** 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 any 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.

### **ARTICLE 13** **STRIKES AND LOCKOUTS**

**13.1:** 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-away, 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 at the sole discretion of the Sheriff.

#### **ARTICLE 14** **PROBATIONARY/TRIAL PERIOD**

**14.1: Probationary Period.** New employees hired into the bargaining unit shall be considered probationary employees for the first twelve (12) months of their employment. An employee may have his/her probationary period extended for no more than two (2) consecutive three (3) month periods when, in the sole discretion of the Sheriff, the employee's performance is not satisfactory. If an employee's probationary period is extended, the Sheriff shall advise the Union, in writing, as to the reasons for the extensions. 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 he/she is absent from work during the probationary period.

**14.2: Trial Period.** An employee who is employed in the Livingston County Sheriff's Department that is promoted or reclassified into a position in this unit shall serve a twelve (12) month trial period in the new position during which time the employee may be reverted back to his or her former position without loss of seniority if the employee is unable to satisfactorily perform the duties required of the new position. During this period, the promoted employee may also revert back to his or her former position at his or her request without loss of seniority. An employee hired from within shall be considered as an "acting" lieutenant for the period of time listed above.

#### **ARTICLE 15** **SENIORITY**

**15.1:** Upon completion of a newly hired employee's probationary period, he or she shall be granted seniority and his or 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 or her request. In addition, a unit seniority list shall also be created.

**15.2: Loss of Seniority.** An employee shall lose his or her seniority for the following reasons:

- A. Voluntary termination. 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 or her inability to call in or return as required.

- B. Retirement.
- C. Layoff which exceeds one (1) year.
- D. Employee is discharged and not reinstated.
- E. Employee fails to report for work within ten (10) days following notification of recall from layoff sent by certified mail, return receipt requested, to his or her last known address.
- F. A settlement with the employee has been made for total disability.
- G. Conviction of a felony.

**15.3:** Department Seniority. Shall mean the length of continuous service an employee has worked with the department as a sworn officer; to include probationary period, commencing with an employee’s date of hire.

**15.4:** Rank Seniority. Shall mean the length of continuous service an employee has worked in the department in a particular rank; to include probationary period in that rank, commencing with an employee’s date of appointment to that rank.

## **ARTICLE 16** **LAYOFF AND REHIRE**

In the event that the Employer, in its sole discretion, determines to reduce the workforce, such layoffs will be in the classifications selected by the Employer and in the numbers determined by the Employer subject to the terms and conditions specifically provided for in this Agreement.

**16.1:** Seniority rights shall prevail in cases of layoff and rehire where the employee’s ability, experience, training, and work record in the discretion of the Employer are equal; provided that when all other factors are equal, seniority in rank shall be the determining factor.

**16.2:** Notification of employees affected by a reduction in force shall be in writing and given or sent by certified mail to the employees two (2) calendar weeks in advance. The notice shall state the reason(s) for such action. A copy of the notice will be simultaneously forwarded to the Union.

**16.3:** Rehire notice may be made by telephone and shall be confirmed by certified mail, return receipt requested, to the employee’s last address of record. An employee shall

reply to the certified rehire notice within three (3) working days following receipt of such notice or no later than seven (7) calendar days from the date postmarked on the rehire notice envelope. Failure to reply within that time shall be considered a voluntary resignation and the Employer shall rehire the next eligible employee on layoff. An employee, upon request, may be granted up to ten (10) working days to return to work at the discretion of the Employer.

## **ARTICLE 17** **VACATIONS**

**17.1:** Employees shall accumulate vacation days, based upon their date of hire, as provided herein, per pay period:

- Hire date through to completion of forty-eight (48) months of service: 3.08 hours
- Forty-eight (48) months and one (1) day of service through the completion of 108 months of service: 4.62 hours
- 108 months and one (1) day of service and more: 6.16 hours

**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 December 31 of any year, shall be paid to the employee at his/her rate of pay.

**17.3:** If an employee falls ill during his/her vacation period and is cared for by a duly licensed physician, he/she shall be allowed to convert the number of vacations days ill to paid sick leave, provided the employee has accumulated an equal number of sick leave days, and a physician verifies 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.

**17.4:** 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.

**17.5:** Vacation days must be scheduled in advance with the Sheriff. The Sheriff retains the right to approve and disapprove, in whole or in part, vacation requests, and may reschedule vacations dependent upon the department's operational needs.

**17.6:** Should an employee decide to leave employment, the employee will be expected to give a thirty (30) calendar days notice, but no less than twenty-one (21) calendar days notice, in writing, submitted to the Sheriff, if the employee is to receive accrued vacation. A copy of the written notice will be forwarded to the Personnel Department. This provision may be waived upon the written recommendation of the Sheriff and the approval of the Personnel Director.

**17.7:** Vacation days shall be from 0001 hours to 2400 hours.

**ARTICLE 18**  
**HOLIDAYS**

**18.1:** Effective upon ratification of this Agreement by both parties, Livingston County observes the following holidays. All offices will close except those required by law to remain open. Eligible employees shall only receive holiday pay if they work the day before and the day after a holiday, unless excused by the Sheriff.

- A. New Year's Day
- B. Martin Luther King, Jr. Day
- C. Washington's Birthday/President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Good Friday
- H. Veteran's Day
- I. Thanksgiving Day
- J. Day after Thanksgiving Day
- K. Christmas Eve Day
- L. Christmas Day
- M. New Year's Eve Day

**18.2:** 8-Hour Employees - When New Year's Day, Independence Day, Veteran's Day, or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veteran's Day, or Christmas Day falls on Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.

12-Hour Employees - Twelve (12) hour employees will be scheduled off on the actual holiday as defined in 18.1. When a holiday falls on an employee's day off, that employee shall receive eight (8) hours to take as a day off within the same pay period.

**18.3:** An employee shall be allowed to work a holiday for straight time pay and, in turn, take a day off within the same pay period, using this day as their holiday with approval from the Sheriff or designee.

**18.4:** An employee shall be paid time and one half (1 1/2) for any and all work performed on Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

**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 Clerk's Office to keep the coverage in force.

**19.2: Sick Leave:** All employees covered by this Agreement shall accumulate sick leave days at the rate of 3.7 hours per each full pay period of service. Sick leave days for new employees may be used upon completion of six (6) months of continuous service, at which time an employee shall be credited with forty-eight (48) hours of sick leave. No sick leave payment shall be made to newly hired employees during the first six (6) months of their probationary period for any reason.

Earned sick leave may be used for: the employee's illness, doctor and/or dentist appointment, care for a sick family member defined as a "legal dependent," funeral leave (see Bereavement Leave), exposure to a contagious disease (doctor's statement required to verify need to be absent), and to supplement lost time not covered by Worker's Compensation, but not to exceed regular straight time salary.

The term "legal dependent" shall mean an employee's spouse, minor children, and other persons dependent upon the employee for support sufficient to qualify as a legal dependent under IRS laws.

Employees may accumulate a maximum of eight hundred (800) hours of sick leave.

**19.3: 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 or designee, from a physician qualifying the employee's ability to return to work.

**19.4: Notification:** When an employee finds it necessary to be absent for any reason, the employee shall report the necessity to the Sheriff or designee prior to the date of the absence, when possible, and, in any event, such report must be made at least one (1) hour 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 may subject the employee to disciplinary action.

Employees who abuse the sick day privilege policy by using most of their accumulated sick leave as they become eligible for sick leave pay, absent a notice from a physician, shall be issued a written reprimand for excessive absenteeism. An employee receiving two (2) written reprimands within a twelve (12) month period may 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 may be subject to disciplinary action up to and including discharge at the sole discretion of the Sheriff. The facts used by the Sheriff in making the decision to discipline the employee for making a false claim for paid sick leave may be grieved up to and including arbitration. The arbitrator shall be limited to only a finding on the reasonableness of the facts used in supporting the determination that a false claim was made for paid sick leave. If the arbitrator finds that the facts do not support a reasonable finding that the claim for paid sick leave was false, the discipline shall be overturned. If, however, the arbitrator determines that the facts reasonably support a finding of a false claim for paid sick leave, the discipline shall stand as issued by the Sheriff.

**19.5: Personal Days.** Two (2) accumulated sick days in a calendar year may be converted to personal days and may be taken with the approval of the Sheriff or designee. Use of sick leave for any other personal business is not allowed, and its use as such may also be cause for disciplinary action.

**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.

**19.7: Retirement Sick Leave Payoff.** Upon retirement or death, seventy-five percent (75%) of the accumulated sick leave, up to a maximum of eight hundred (800) hours pay, will be paid to the employee or the employee's estate, based upon the employee's current salary.

**19.8:** Medical Leaves of Absence. When recommended by an employee's personal physician in writing, a medical leave of absence for up to a twelve (12) week period will be granted by the Sheriff. Such leave may be extended for a like twelve (12) week period or shorter, at the sole discretion of the Sheriff, up to a maximum of one (1) year. Such extensions, 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 twelve (12) weeks, if granted, will be allowed and credited as continuous county service, i.e. seniority continues for the twelve (12) weeks only. The employee shall be entitled to their former position or a position for which they are able and capable of performing upon return to work. A medical leave of absence shall be without pay and other fringe benefits once the employee exhausts all applicable sick, vacation, and compensatory time.

**19.9:** The Employer shall continue to pay the employer's share of Blue Cross/Blue Shield premiums/illustrated rates and any other Employer paid insurance provided for hereunder, including but not limited to, life insurance premiums for up to twelve (12) weeks during such medical leave of absence. After the twelve (12) week period, the employee must make arrangements to pay the entire cost of the insurance above to the County Clerk's Office. No employee shall become gainfully employed while on a leave of absence without written permission of the Sheriff.

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

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.

**19.10:** Family Medical Leave Act (FMLA) and Americans with Disabilities Act (ADA). The parties acknowledge and agree that they are bound by the ADA and FMLA and their amendments. Notwithstanding the above provisions, the parties also agree that each has the right to exercise its rights under the FMLA in addition to rights contained under this contract.

## **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, foster children, or other legal dependents living with the employee).

**20.2:** When a death occurs to a member of the employee's immediate family who resides in another state, an additional two (2) days may be granted by the Sheriff. The additional two (2) days shall be charged against sick time bank or other personal leave banks.

**20.3:** The Sheriff may authorize unpaid funeral leave for employees who have not been employed for six (6) months.

**ARTICLE 21**  
**MILITARY LEAVE**

**21.1:** The Employer shall abide by any and all mandatory laws dealing with military leaves of absence.

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

**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, 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.



**ARTICLE 23**  
**MEDICAL EXAMS**

**23.1:** The Sheriff's Department may require a physical and/or psychological exam by a medical doctor, at the Employer's expense, to determine the employee's ability to perform their 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 borne equally by the Employer and employee if not covered by the employee's insurance.

**23.2:** The Employer reserves the right to request an employee to take a test for non-prescribed controlled substance 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 24**  
**RETIREMENT PLAN**

**24.1:** Employees covered by this Agreement shall continue to participate in the County-adopted retirement program administered by the Michigan Municipal Employees' Retirement System (MERS) as provided by Act 135, the Public Acts of 1945, as amended, including the B-3 benefit level, FAC-3, the E-2 escalator, and the F-50 with 25 years of service waiver.

**24.2:** Employees shall pay 1.1% of their MERS eligible compensation to MERS for the Retirement Plan through payroll deduction. The Employer shall contribute the remaining percentage of eligible compensation required by MERS for the Retirement Plan.

**24.3:** Employees who retire during the period of this Agreement who are immediately eligible for retirement benefits shall be entitled to continued health and hospitalization coverage under the same group plan they were eligible for under Article 31 as an active bargaining unit members, for themselves and spouse of record at time of retirement, until the employee is eligible for Medicare. Thereafter, such an employee may participate in Blue Cross/Blue Shield Medicare Supplement Insurance Plan that is comparable to, but does not offer better benefits than the insurance offered to active bargaining unit members. This continued health and hospitalization insurance and the Medicare Supplement Insurance shall be offered with the Employer paying the same percentage of cost of the monthly rate for this insurance as that offered to active bargaining unit members. In the event that a national catastrophic insurance is established, the retiree health insurance shall be coordinated with such national coverage. The retiree shall not be eligible for this coverage if they or their spouse of record at time of retirement have available coverage by any other source that is equal to or better than that of current employees. At the time a retiree submits application for this coverage and each year thereafter, they must certify that such other coverage is not available.

**ARTICLE 25**  
**DEFERRED COMPENSATION**

**25.1:** The County shall continue to provide employees within the bargaining unit the opportunity to participate in a Deferred Compensation Program(s).

**ARTICLE 26**  
**TUITION REIMBURSEMENT**

**26.1:** 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.

**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 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 July 1 to June 30 and is renewed on an annual basis. To be eligible to enroll in the program year beginning July 1, an employee must be hired by the County prior to April 1.

**ARTICLE 28**  
**BOND AND LIABILITY INSURANCE**

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

**28.2:** Liability Insurance. The Employer agrees to notify the Union if it is changing from its liability coverage, which results in greater exposure to the employees, and if such change occurs, the Union will be entitled to negotiate regarding the same.

**28.3:** The Employer shall provide to an employee civil legal counsel necessary to cover any civil litigation arising out of the good faith performance of the officers duties. 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 29**  
**LIFE INSURANCE**

**29.1:** The Employer shall provide, to regular, full-time employees only, a \$50,000. term life insurance policy. The entire premium shall be paid for by the Employer.

**ARTICLE 30**  
**DENTAL INSURANCE**

**30.1:** The Employer shall provide the same dental insurance for all employees covered under this Agreement as is provided to non-union County employees. In the event that the County eliminates the dental plan for non-bargaining unit employees, the Employer shall continue to provide the current plan for bargaining unit employees.

**ARTICLE 31**  
**MEDICAL/HOSPITALIZATION INSURANCE**

**31.1:** The Employer shall provide full family, except dependents nineteen (19) years of age or older, BC/BS Community Blue PPO Option 1; \$10 office visit co-pay; \$10.00 Chiropractic visit co-pay; \$250 per year per participant preventative services; no riders; with \$5 generic/\$10 brand name drug card at no cost to the employees.

Effective January 1, 2007, the Employer shall provide for new members of the bargaining unit, full family, except dependents nineteen or older, BC/BS Community Blue PPO Option 6; \$10 office visit co-pay; \$10.00 Chiropractic visit co-pay; \$500 per year per participant preventative services; no riders; with \$10 generic/\$20 brand name drug card at no cost to the employees.

**31.2:** At time of open enrollment and selection of benefits through the County Choices Flex Plan, employees who provide proof of other 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.

**31.3:** 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.

**ARTICLE 32**  
**LONG TERM DISABILITY**

**32.1:** The Employer shall provide all employees, at employer expense, with long term disability insurance. An employee must be on disability leave for a period of eight hundred (800) hours prior to the long-term disability insurance taking effect. Upon taking effect, the long-term disability insurance shall cover sixty percent (60%) of the employee's base salary.

**32.2:** Employees may donate vacation and compensatory time to another employee that is on sick leave and does not have any available time of his or her own to use.

**ARTICLE 33**  
**WORK SCHEDULE**

**33.1:** Employees covered by this Agreement are normally scheduled for work on the basis of eighty (80) hours bi-weekly. No employee shall be normally scheduled to work more than seven (7) consecutive eight (8) hour days except when a state of emergency exists and is declared as such by the Sheriff or the Board of Commissioners. The basic workday schedule may consist of three (3) shifts per day, each equal to eight (8) hours per day, inclusive of paid lunch periods. The Sheriff or designee shall have the authority to make all personnel shift assignments and/or changes the Sheriff or designee deems necessary to maintain and/or improve the operation of the Department, providing such shift assignments and/or changes are not made arbitrarily or capriciously. Notwithstanding the above, it is recognized that the employees in this unit are compensated as delineated within this Agreement and their specific work schedule will be set by the Sheriff or designee.

In the event the Sheriff adopts twelve (12) hour scheduling, those employees assigned to such schedule shall be scheduled for eighty (80) hour bi-weekly schedules working six twelve (12) hour shifts and one eight (8) hour shift or seven twelve (12) hour shifts at the discretion of the Sheriff. Twelve (12) hour employees shall sign up for a shift (either day or night) by seniority. The Sheriff or his designee will then assign the employee to a team.

**ARTICLE 34**  
**PAYMENT FOR AND WORK IN A HIGHER CLASSIFICATION**

**34.1:** An employee assigned to work in a higher classification for ten (10) consecutive workdays, shall receive the rate of pay for that classification.

**ARTICLE 35**  
**WAGES**

35.1: Effective January 1, 2007, members of the bargaining unit shall be paid as follows:

Upon Hire or Promotion:	\$61,052.86
After six (6) months in rank:	\$62,160.43
After One (1) Year in Rank:	\$63,268.00
After Two (2) Years in Rank:	\$67,369.08
After Three (3) Years in Rank:	\$69,390.15

35.2: Effective January 1, 2008, members of the bargaining unit shall be paid as follows:

Upon Hire or Promotion:	\$62,579.19
After six (6) months in rank:	\$63,714.44
After One (1) Year in Rank:	\$64,849.70
After Two (2) Years in Rank:	\$69,053.30
After Three (3) Years in Rank:	\$71,124.91

35.3: Effective January 1, 2009, members of the bargaining unit shall be paid as follows:

Upon Hire or Promotion:	\$63,830.77
After six (6) months in rank:	\$64,988.73
After One (1) Year in Rank:	\$66,146.70
After Two (2) Years in Rank:	\$70,434.37
After Three (3) Years in Rank:	\$72,547.40

In addition to the above wages, members of the bargaining unit shall receive a signing bonus in the amount of \$1,200 (twelve hundred dollars) payable upon ratification of this Agreement.

**ARTICLE 36**  
**COMPENSATORY TIME**

36.1: Compensatory time shall be earned at the rate of time and one half (1 1/2) for all authorized hours worked in excess of forty (40) hours in any week. Employees assigned to the twelve (12) hour shift rotation shall earn compensatory time at the rate of one and a half (1 1/2) for all authorized hours worked in excess of eighty (80) in a two week pay period.

36.2: Authorized hours, as used in this section, shall be limited to those excess hours worked that have been assigned and approved by the Sheriff, Undersheriff, or designee.

**36.3:** An employee may only accumulate a maximum of two hundred fifty (250) hours of compensatory time each calendar year.

**36.4:** Compensatory time earned must be used within the calendar year, however an employee shall be allowed to carry forward forty (40) hours of compensatory time at the discretion of the Sheriff or designee.

**36.5:** There will be no payout for unused compensatory time under any circumstances.

**ARTICLE 37**  
**USE OF AUTOMOBILES**

**37.1:** Mileage. Should it become necessary for an employee of the bargaining unit to use their personal vehicle in the performance of County business, the employee shall be reimbursed at the rate that is paid to non-union employees.

**37.2:** Employees shall have the option of using a County-owned vehicle for personal use equipped with a police radio and dashboard light / bubble. Use of the vehicle shall be limited to a seventy-five (75) mile radius from the Livingston County Sheriff's Department.

**37.3:** Mileage shall be limited to 15,000 miles per year with the understanding that use of the vehicle for training shall not count against the maximum mileage allowed.

In addition, if it is necessary for the vehicle to be used by another member of the department, that use shall not count against the maximum mileage allowed.

**37.4:** In the event there is a rank inserted between that of Lieutenant and Undersheriff or if lieutenants otherwise become hourly employees, the use of County-owned vehicles for personal use shall discontinue for all lieutenants. At such time Lieutenants shall become hourly employees and the parties will convene to negotiate those other provisions related to such a change in status.

**ARTICLE 38**  
**FINANCIAL INSTITUTION**

**38.1:** 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 Employee's financial institution.

**ARTICLE 39**  
**PAYCHECKS**

**39.1:** Paychecks shall be made available every other Thursday at 7:00 a.m.

**ARTICLE 40**  
**SHIFT/POSITION PREFERENCE**

**40.1:** Any new position or shift that is created shall be posted for a minimum of seven (7) days and members of the bargaining unit shall be given the opportunity to apply for consideration for assignment to the position or shift.

**40.2:** Consideration for the position or shift shall be given to the most senior employee that applies and is qualified for the position as determined by the Sheriff.

**ARTICLE 41**  
**UNIFORMS AND CLEANING**

**41.1:** The Employer shall continue furnishing uniforms, shoes, and other wearing apparel as it has in the past.

**41.2:** Cleaning. The Employer shall provide all employees an allowance of \$450.00 per year, payable in December for the purpose of cleaning.

**41.3:** The Employer shall provide all employees with an allowance of \$450.00 per year, payable in June, to purchase business attire, including but not limited to, suits, dresses, pants, slacks, dress shirts, blouses, and ties, for those occasions that employees wear civilian clothes.

**ARTICLE 42**  
**LOCKERS**

**42.1:** The County shall furnish to each employee in the bargaining unit a storage locker for their personal use. It is, however, acknowledged by all the parties to this Agreement that the storage locker remains the property of the County. Therefore, a copy of the combination and/or key shall be provided to the Sheriff. In the event the Sheriff or designee wants access to an employee's storage locker, either the employee or Union representative shall be present during examination.

**ARTICLE 43**  
**WEAPONS QUALIFICATION**

**43.1:** Weapons Qualification. All employees in the bargaining unit who are required to carry sidearms 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, they shall be provided with practice ammunition as is necessary in order to practice for qualification. Employees who fail to qualify shall 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.

**43.2: 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.

**ARTICLE 44**  
**AMMUNITION**

**44.1:** Fresh ammunition shall be furnished annually to all employees carrying sidearms.

**44.2:** The Employer shall supply each officer required to carry a sidearm with one hundred (100) rounds of practice ammunition per month, not to accumulate if not used each month. Employees must return all brass or pay for it.

**ARTICLE 45**  
**SAFETY PROCEDURES**

**45.1:** 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 46**  
**NEW STATIONS**

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

**ARTICLE 47**  
**GENDER CLAUSE**



**47.1:** 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 48**  
**EFFECTIVE DATE AND TERMINATION OF AGREEMENT**

**48.1:** This Agreement shall remain in full force and effect commencing on the first day of January 2007, through the thirty-first day of December 2009. Either party may serve upon the other a notice no earlier than one hundred twenty (120) days prior to the expiration of the 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

**MICHIGAN ASSOCIATION OF POLICE**

**LIVINGSTON COUNTY**

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