

A G R E E M E N T

BETWEEN

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

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**LIVINGSTON COUNTY PARAMEDICS ASSOCIATION
(LCPA)**

FOR

LIVINGSTON COUNTY EMS



MAY 15, 2007 THROUGH MAY 14, 2010

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A G R E E M E N T

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between the **LIVINGSTON COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the "Employer," and **LIVINGSTON COUNTY PARAMEDICS ASSOCIATION (LCPA)**, together hereinafter referred to as the "Union".

PREAMBLE

The parties recognize that the interest of the County and the job security of the employees depend upon the Employer's success in establishing proper, efficient services to the County.

RECOGNITION

Section 1.0. Collective Bargaining Unit.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All permanent full-time and regularly scheduled part-time emergency medical technicians (EMT) employed by Livingston County, BUT EXCLUDING clerical employees, temporary employees, irregular part-time employees, on-call employees and supervisors.

UNION SECURITY

Section 2.0. Agency Shop and Dues Deduction.

- A. The Employer will not discriminate against any employee because of membership in the Union.
- B. Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of the representation fees shall be a condition of continued employment. The Employer agrees to deduct Union dues or Union representation fees to become effective the first payday of the month following the employee's successful completion of thirty (30) days of employment.
- C. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member, the Union's dues, subject to all of the following conditions:

- (a) The Union shall obtain from each of its members a completed Check-Off Authorization Form which 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 an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
- (c) All other employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee as established by the Union upon receipt by the Employer of a signed Authorization card. Said 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 and, if more, any additional sum not attributable to the above shall be subject to the Union's internal rebate procedure.
- (d) The Employer shall only check-off obligations which come due at the time of check-off, and will make check-off deduction 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 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 a 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 fee 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 Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article including D. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

D. 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. After notification is received by the employee as stated above, either from the Union or the Employer, and the employee pays the amount of Union dues or representation fees due and owing, then the employee shall be considered to have met the requirements of this section.

- E. **Disputes Concerning Membership.** Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union and, if not resolved, may be decided through the grievance procedure.

REPRESENTATION

Section 3.0. Union Representation.

There shall be four (4) Association Officers, one (1) Association President, one (1) Association Vice-President, one (1) Secretary and one (1) Treasurer. Additionally, there shall be one (1) representative elected from each of the three (3) 24-hour shifts. The Association President (or Vice-President in his or her absence, and the shift stewards shall be the only grievance representatives of the Association). A Union Representative may, upon receiving permission from the Director or Assistant Director, investigate and/or present grievances to the Employer in accordance with the grievance procedure set forth herein during their regularly scheduled work hours without loss of time or pay. The Association President may act in lieu of the Union Steward and shall preside at all 3rd Steps of the Grievance Procedure. The Union shall submit the names of all officers to the Employer and notify the Employer of any changes.

Section 3.1. Collective Bargaining Committee.

A Collective Bargaining Committee composed of two (2) employees, one of whom shall be the Association President, and up to two (2) staff representatives from LCPA shall meet with the Employer representatives for purposes of negotiating modifications to this Agreement. All employees covered by this Agreement who have been selected as a member of the Union Bargaining Committee shall be allowed time off with pay if required to attend negotiation meetings during their regularly scheduled work hours.

Section 3.2. Special Conferences.

Special Conferences between the Union and the Employer may be held to discuss matters of mutual concern. Such conferences may be held upon the written request of either party, which request shall specify the matter to be discussed, and if a conference is consented to, it shall be held at a time and place mutually agreed to by the Employer and the Union. It is agreed that Special Conferences shall not be for the purpose of conducting continuing contract negotiations. Attendees shall consist of one (1) employee representative, who shall be identified before the time of the conference is fixed, and at least one (1) non-employee representative of the Union, and representative(s) of the Employer. The employee representative shall be excused from duty without penalty to attend special conferences held during his/her regularly scheduled workday, but shall not be compensated in any way for time spent attending conferences which are not held during his/her regularly scheduled workday.

RESERVED RIGHTS

Section 4.0. Rights of the Employer.

The Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the operation of EMS, and its judgment in these respects shall not be subject to challenge. These rights reserved by and vested in the Employer include, but are not limited to, those provided by constitutional and statutory provisions of law, as well as the right to direct, hire, promote, transfer, assign, retain, layoff, suspend, demote, discharge, or discipline non-probationary employees for just cause; to determine the starting and quitting times of all shifts and the hours to be worked; to determine the location and assignment of facilities and equipment; to determine the methods, means and personnel required to provide ambulance service for the County. The Employer shall also have the right to establish and enforce rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Section 4.1. Subcontracting.

The Employer shall have the right to subcontract work normally performed by the bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. The Employer agrees, however, to notify and offer to discuss with the Union any contemplated subcontracting or work/operations transfers.

Section 4.2. Temporary Employees.

The Director or his/her designee may hire temporary employees. They shall be paid wages plus shift premium for all hours worked but without any fringe benefits. Such wages shall be determined by the Employer but not to exceed the 3 year rate under the contract. They shall not be covered by the Union contract. These persons shall not be hired to replace permanent full-time employees. Except as defined in Sections 11.7, these temporary employees may work overtime which permanent full-time employees would otherwise work, provided the Director or his/her designee calls such regular permanent employees per the overtime list or pager.

Section 4.3. Full-time Employees.

The Director or his/her designee may hire full-time employees above the starting rate of pay. Such wages shall be determined by the Employer but not to exceed the 3 year rate under the contract. Determination shall be made based on full-time EMS experience at the level to which the employee has applied, successful completion of the employees field training orientation, and review by management staff.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.0. Definition of Grievance.

. The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violations. All grievances shall be commenced within five (5) calendar days after the occurrence of the circumstances giving rise to the grievance, or five (5) calendar days from the date when the employee should reasonably have been known of the occurrence.

Section 5.1. Grievance Procedure.

All grievances shall be handled in the following manner:

- Step 1: **Verbal Procedure.** If an employee has a grievance and wishes to enter it into the grievance procedure, he/she shall, within five (5) days of the occurrence of the incident which gave rise to the grievance, discuss it with his/her immediate supervisor with the object of resolving the matter informally.
- Step 2: **Written Procedure.** If the grievance is not satisfactorily resolved by Step 1, the employee shall reduce the grievance to writing and present it to the Director of EMS, or his/her designee, within five (5) days after the verbal discussion of Step 1. The grievance shall be dated and signed by the aggrieved employee and his/her representative and shall set forth the facts, including dates, and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The Director of EMS, or his/her designee, shall make his/her written disposition of the grievance to the steward within ten (10) days of receipt of the grievance.
- Step 3: In the event the grievance is not satisfactorily resolved in Step 2, the Association President or Association Vice President, in his or her absence, may, within five (5) days of receipt of the decision of the Director of EMS or his/her designee, issue a written request to the Director of the Ambulance or his/her designee for a meeting to be scheduled between no more than two (2) Union officials and the Employer and ~~or~~ its designated representatives (Labor Relations Manager) to discuss the grievance put forth by the employee and the decision rendered by the Director of EMS or his/her designee. Such a meeting will be scheduled by the Director or his/her designee, the employer and ~~or~~ its designated representative (Labor Relations Manager) and the assigned Business Agent from Livingston County Paramedics Association and held within ten (10) days from the date the request is received by the Director of EMS (or his/her designee) and the Employer or its designated representative (Labor Relations Manager) shall render its decision within five (5) days of said meeting. The Union shall provide the Director or his/her designee with the name, address and telephone number of the assigned staff representative, in writing.

Section 5.2. Grievance Resolution.

All grievances which are satisfactorily resolved in Step 1 or Step 2 of the grievance procedure and which have economic implications must be approved by the Board of Commissioners or its designated representative before they shall become final.

Section 5.3. Arbitration Request.

If the grievance is not satisfactorily resolved in Step 3, the Union may request arbitration by notifying the Employer in writing of its intent to submit the grievance to arbitration within seven (7) days after receipt of the Employer's answer in Step 3.

Section 5.4. Time Limitation.

The time limits set forth in the grievance procedure shall be followed by the parties unless an extension is agreed upon in writing by both parties. If the time procedure is not followed by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure.

Section 5.5. Selection of Arbitrator.

- A. Upon receipt of the Union's notice of intent to arbitrate, the parties, within ten (10) days, shall attempt to mutually agree upon an arbitrator. If agreement is not reached, a panel of arbitrators shall be obtained from the Federal Mediation and Conciliation Service. One (1) arbitrator shall be selected by the parties alternately striking a name from the panel and the name remaining shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. All other costs related to arbitration of a grievance shall be borne by the party incurring them.
- B. The arbitration shall be held within ninety (90) days after receipt of the Union's notice of intent to arbitrate unless agreed to be extended by the parties in writing. If the selected arbitrator cannot hear the case within the ninety (90) days, FMCS shall provide additional arbitrators who can do so. The above shall apply to discharge and demotion cases and other cases where the Employer may have continuing liability due to a loss of benefits.
- C. All arbitration hearings shall be conducted in accordance with the American Arbitration Rules and Regulations.

Section 5.6. Arbitrator's Powers.

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the purpose of serving the public, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws and in such manner as will best serve the

right and interest of the taxpayers of the County. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing.

Section 5.7. Administrative Procedures.

The arbitrator's decision shall be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded its jurisdiction or that such decision was obtained through fraud or other unlawful action.

Section 5.8. Election of Remedies.

. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, 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. 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.

PROHIBITIONS

Section 6.0. No Strike and Lockout.

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, strike or other concerted activity which interferes with the operation of EMS.

The Employer 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 or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

DISCHARGE AND SUSPENSION

Section 7.0. Discharge Notice.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify in writing the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to Step 3 of the grievance procedure.

Section 7.1. Prior Discipline.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two and one-half (2 ½) years previously.

PROBATION

Section 8.0. Probationary Period.

All employees shall be considered probationary employees until the employee has completed twelve (12) months of work. The Employer has the right to extend the probationary period of an employee up to an additional six (6) months in two (2) 3-month periods upon consultation with the affected employee and a Union representative prior to the extension of any probationary period. It is agreed between the parties that, after consultation as noted above, any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge and are employees at will. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence, his/her probationary period shall be extended by a period equal to the duration of such absence.

SENIORITY

Section 9.0. Definition of Seniority.

. Seniority shall be defined as the length of an employee's continuous service with the Employer, commencing with his/her last date of full-time hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

Section 9.1. 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 will maintain the seniority list current and will provide the Union, upon request, with updated copies as changes occur.

Section 9.2. Loss of Seniority.

An employee shall lose his/her seniority for any of the following reasons:

- (1) Voluntary termination or retirement;
- (2) Unexcused absence for two (2) or more consecutive regularly scheduled workdays;
- (3) He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or one (1) year, whichever is lesser.

- (4) Unexcused failure to return from a leave of absence on the specified date for return;
- (5) He/she is discharged or terminated and not reinstated.
- (6) He/she is convicted or pleads guilty to a felony on or after September 25, 1989.
- (7) Intentionally falsifies his/her employment application.
- (8) Failure to return to work when recalled from layoff as set forth in the recall procedure.

Section 9.3. Layoff and Recall.

In the event of a layoff, the last employee hired shall be the first employee laid off, provided that all employees with more seniority are equally qualified to perform the work available. The Association President shall have top seniority and shall be the last employee laid off, provided his/her qualifications to perform the work available are equal to those of other employees who have not been laid off. The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position.

Employees shall be notified of their layoff at least fourteen (14) calendar days in advance. Notification of recall may be made by telephone and, in any event, shall be made by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer may assume that the employee has voluntarily quit. At the sole discretion of the Employer, an employee may, upon request, be granted up to fourteen (14) days to return to work following a recall. An employee shall be granted up to fourteen (14) calendar days to return to work upon call back if employed by another employer.

Section 9.4. Non-Bargaining Unit Transfer.

Any employee in the bargaining unit who is promoted to a position outside of the bargaining unit, but within the Department, during the first six (6) months in that new position, will have the right to revert back to his/her previous position without loss of seniority. In the event the employee chooses to revert back to the bargaining unit and the employee is required to continue in the position until the employer is able to fill the vacancy, the employee shall suffer no loss of seniority.

HOURS OF WORK

Section 10.0. Work Day and Work Period.

The employee's work day shall be a twenty-four (24) hour period commencing from the start of his/her scheduled eight o'clock (8:00) A.M. shift. However, notwithstanding the above, the Employer reserves the right to have less than twenty-four (24) hour shifts but not less than eight (8) hours and reserves the right to decide on the starting times. Such shifts shall be selected by seniority. Further, Section 10.1 shall not be modified by the above.

Employees employed as of July 27, 1995, shall not be required to work a shift of less than twenty-hour (24) hours.

Section 10.1. Work Schedule.

The Director or his/her designee shall have the authority to make all personnel shift assignments and/or changes he/she deems necessary to maintain and/or improve the operations of the Department. The employer agrees to notify the Union at least thirty (30) days prior to any change in the permanent work schedule, except when a state of emergency exists and it is declared as such by the Director of EMS or his/her designee.

The term "state of emergency," as used in this section, is defined as when there is a shortage of manpower which does not enable the Employer to adequately staff the Department in order to ensure adequate services to the public during situations such as, but not limited to, tornadoes, fires, or traffic accidents.

Section 10.2. Overtime.

1. All employees shall work reasonable amounts of overtime (over and above their regular shift) upon request, and such overtime assignments shall be equitably assigned so that overtime is reasonably shared among the qualified employees.
2. Overtime assignments shall first be offered to full time employees.
3. If there an inadequate number of full-time employees to fill the required assignments, the Employer may ask other employees who are qualified to perform the work.
4. If the employment status of part-time employees is in jeopardy, the employer may deviate from this procedure, and assign them first only to the point of maintaining their employment status.
5. For the purposes of equitable overtime distribution, overtime shall be calculated by adding hours for both the preceding and current pay period.
6. Even after the above process has been utilized and there is still an inadequate number of employees to fill the overtime assignment the employer may assign employees by inverse seniority on a rotating basis.

Section 10.3. Overtime Premium Pay.

- A. Time and one-half (1 ½) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) workweek.
- B. Notwithstanding the provisions of this section and Section 10.1, employees may trade work days within the work period and from one work period to another with the approval of the Director or his/her designee, but such trading shall not result in additional overtime compensation.
- C. There shall be no duplication or pyramiding of premium pay.

Section 10.4. Call Back.

An employee called in to work after he/she leaves the premises, outside of his/her regularly scheduled shift, shall be paid a minimum of two (2) hours call back pay. An employee contacted after he/she leaves the premises, outside of his/her regularly scheduled shift, and who agrees to be available on a standby basis for at least one-half hour, shall be paid a minimum of two (2) hours pay. This provision does not apply to employees called in to work prior to their normal starting time and, thereafter, continue to work a shift.

Section 10.5. Shift Selection.

- (1) Seniority shall be used in shift selection once per year, top seniority having first choice, and so on, excepting however, probationary and non-authorized drivers shall be assigned by the Director or his/her designee.
- (2) The Director of EMS or his/her designee reserves the right to place up to six (6) employees per shift if necessary to effectively coordinate staffing.
- (3) The Director or his/her designee agrees not to change the shift selection, unless unforeseen scheduling conditions warrant such action, such as staff shortages. However, the Director or his/her designee agrees to notify the Association President, prior to any change in the selected schedule.
- (4) The Union or the Ambulance Director or his/her designee may upon thirty (30) days prior written notice, terminate the above procedure, within the Director's (or his/her designee's) or Union's sole discretion and such termination shall not be grievable. In the event of such termination, the prior practice shall be applicable.
- (5) Employees may exchange shifts with the approval of the Director or his/her designee.

LEAVES OF ABSENCE

Section 11.0. 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 department head. 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 department head. All personal leaves of absence shall be without pay, and the employee will not accumulate paid time off (PTO), 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 sixty (60) calendar days for whatever reason, the department head does not guarantee that the employee will be reinstated in his/her 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. During the period of absence, the employee shall not engage in gainful employment and must pay hospitalization, dental insurance, and life insurance premiums to

the County Clerk's office in order to keep the policies in force. The Employer shall have the right to fill any vacancy due to the granting of a personal leave by hiring temporary employees to fill the position while the employee is on said leave. The Employer need not consider seniority for overtime, notwithstanding anything in this Agreement to the contrary, when overtime is needed to fill a vacancy when an employee is on personnel leave.

Section 11.1. Military Leave.

- A. Any employee who is drafted for active duty in the Armed Forces of the United States or Michigan National Guard shall be, upon completion of his/her tour of duty and having received an honorable discharge, reinstated as an employee in accordance with the provisions of the current statute, if he/she has the necessary qualifications. Such military leave of absence shall be granted for a maximum of four (4) years. Seniority shall not continue during such time.
- B. Any employee who voluntarily enlists for active duty in the Armed Forces of the United States or Michigan National Guard shall be granted an unpaid leave of absence for the length of their seniority or four (4) years, whichever is less. Seniority shall not continue during such time. If such employee receives an honorable discharge, he/she shall be entitled to be reinstated if he/she has enough seniority to bump an existing employee and if he/she has the necessary qualifications.
- C. Military leaves of absence shall be without pay and fringe benefits, except as noted below. Any employee in the active reserves of any branch of the service of the United States or Michigan National Guard may be granted a military leave of absence to engage in a temporary tour of duty not to exceed two (2) consecutive calendar weeks in any one (1) calendar year, except in emergency situations. Upon presentation by a regular full-time employee of compensation records identifying the date and payment made during the leave, the employee shall receive his/her regular County salary less any military pay earned during the duration of the leave. In the event that the leave required for an employee exceeds two (2) consecutive calendar weeks, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated paid time off (PTO), if requested by the employee.) Such leave shall be credited as continuous County service.

Section 11.2. Medical Leave.

When recommended by an employee's personal physician, an unpaid medical leave of absence for a period of up to sixty (60) calendar days shall be granted by the department head if the employee has completed the probationary period. Such a leave shall be credited as continuous County service for seniority purposes and extended for up to other sixty (60) day periods when an extension is recommended in writing by the employee's physician for a maximum unpaid medical leave not to exceed one (1) calendar year, provided that the employee has equal or more seniority. The Employer reserves the right to send such employee to a doctor of its choosing for examination. If there is a difference of opinion between the employee's doctor and the Employer's doctor, the procedure in 10.4(i) shall be used.

Notwithstanding anything in this Agreement to the contrary, while an employee is on an unpaid medical leave of absence, fringe benefits shall not continue, such as, but not limited

to, Blue Cross/Blue Shield, dental insurance, life insurance, holiday pay, and paid time off (PTO) accumulation, after an employee has been on medical leave of absence for ninety (90) days or more. An employee may, however, use his/her accumulated paid time off (PTO) to avoid a loss of wages during their leave. The Employer shall have the right to fill any vacancy due to the granting of a medical leave by hiring temporary employees to fill the position while the employee is on said leave. The Employer need not consider seniority for overtime, notwithstanding anything in this Agreement to the contrary, when overtime is needed to fill a vacancy when an employee is on medical leave.

The employee shall be returned to his/her former position upon return from a medical leave of absence that does not exceed one (1) calendar year.

Section 11.3. Workers' Compensation Leave and Filling Vacancies During Workers' Compensation Leave.

The Employer shall continue to pay the employee's Blue Cross/Blue Shield, dental and life insurance premiums only for a maximum of one (1) year, if such leave is the result of a work connected injury and is covered by Workers' Compensation. Employees receiving workers' compensation benefits shall not be entitled to, nor shall they receive, any salary supplement from the Employer. No other fringe benefits, such as, but not limited to, holiday pay and paid time off (PTO) accumulation, will be continued while the employee is on workers' compensation. The Employer shall have the right to fill any vacancy due to the granting of a workers' compensation leave by hiring temporary employees to fill the position while the employee is on said leave. The Employer need not consider seniority for overtime, notwithstanding anything in this Agreement to the contrary, when overtime is needed to fill a vacancy when an employee is on workers' compensation leave. While it is Employer policy to apply family and medical leave (FMLA) to workers' compensation leaves, such practice may be suspended on an individual basis at the Department Director's (or his/her designee's) discretion. Said decision shall not be arbitrary and capricious and shall be subject to the grievance procedure.

Section 11.4. Paid Time Off.

- A. ACCUMULATION: Employees shall accumulate paid time off (PTO) as set forth in the Schedule of Benefits. Employees shall be paid at their straight time hourly rate for all hours accumulated over four hundred eighty (480) as of November 30th of each year.
- B. SCHEDULED USAGE: Employees may use paid time off (PTO) for PERSONAL, SICK, VACATION, and EDUCATIONAL leaves. All PTO hours shall be paid as time worked. All requests for the use of PTO must be received in the Business Office no fewer than five (5) week days to allow time for processing. As it relates to this section, "week days" shall mean Monday through Friday, excluding holidays. All requests will be considered on a first-come, first-served basis. Time taken under the PTO program shall be in no less than one-half (2) shift increments, unless otherwise approved by the Director or his/her designee.

SCHEDULE OF BENEFITS

MONTHS OF SERVICE	RATES OF ACCRUAL: 56-HOUR EMPLOYEES	
0 - 24	7.38 Hours per Pay Period *	192 Hours / 8 Shifts per Year
	*May not be taken during first 6 months of full-time employment	
25 - 48	10.15 Hours per Pay Period	264 Hours / 11 Shifts per Year
49 - 119	11.08 Hours per Pay Period	288 Hours / 12 Shifts per Year
120 - END OF EMPLOYMENT	12.00 Hours per Pay Period	312 Hours / 13 Shifts per Year

MONTHS OF SERVICE	RATES OF ACCRUAL: 42-HOUR EMPLOYEES	
0 - 24	5.54 Hours per Pay Period*	144 Hours / 12 Shifts per Year
	*May not be taken during first 6 months of full-time employment	
25 - 48	7.62 Hours per Pay Period	198 Hours / 16.5 Shifts per Year
49 - 119	8.31 Hours per Pay Period	216 Hours / 18 Shifts per Year
120 - END OF EMPLOYMENT	10.15 Hours per Pay Period	264 Hours / 22 Shifts per Year

Some extenuating circumstances may be exempt from this time frame and may be approved only by the Director or his/her designee.

- C. UNSCHEDULED PTO. Employees may use PTO for SICK leave for full or partial shift (tardiness), whether it be scheduled or unscheduled leave. However, unscheduled PTO usage shall be considered unapproved time off and shall be subject to discipline under this section. Unscheduled usage of PTO shall be deemed approved once such verification of illness or injury is provided. If an employee cannot provide proof of the illness or injury, said absence or tardy will not be approved by the Director or his/her designee and will be subject to discipline under this section.

Absenteeism and/or tardiness without approval of the Director or his/her designee will be disciplined according to the following schedule:

PTO DISCIPLINARY ACTION	
THREE (3) OCCURRENCES OF UNSCHEDULED PTO IN A ROLLING NINE (9) MONTH PERIOD SHALL RESULT IN DISCIPLINARY ACTION AS DESCRIBED BELOW:	
3 RD OCCURRENCE OF UNSCHEDULED PTO	VERBAL COUNSELING
4 TH OCCURRENCE OF UNSCHEDULED PTO	WRITTEN REPRIMAND
5 TH OCCURRENCE OF UNSCHEDULED PTO	ONE (1) SHIFT WORKING SUSPENSION *
6 TH OCCURRENCE OF UNSCHEDULED PTO	TWO (2) SHIFTS WORKING SUSPENSION *
7 TH OCCURRENCE OF UNSCHEDULED PTO	TERMINATION
* TIME SHALL BE TAKEN FROM PTO BANK FOR WORKING SUSPENSIONS.	

Section 11.5. Funeral Leave.

Employees covered by this Agreement shall be eligible for, one (1) twenty-four (24) hour paid leave period for the twenty-four (24) hour unit employees, or two (2) twelve (12) hour paid leave periods for the twelve (12) hour unit employees as funeral leave for a death of each of the following:

PARENTS	SPOUSE	CHILDREN	BROTHER OR SISTER
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which must be taken from the date of the death to the day after the funeral.

Employees covered by this Agreement shall be eligible for, one (1) twenty-four (24) hour paid leave period for the twenty-four (24) hour unit employees or two (2) twelve (12) hour paid leave periods for the twelve (12) hour unit employees as funeral leave per year will be granted for a death of any of the following:

SISTER-IN-LAW	BROTHER-IN-LAW	MOTHER-IN-LAW	FATHER-IN-LAW
GRANDPARENT	GRANDCHILDREN	OTHER LEGAL DEPENDENTS LIVING DIRECTLY WITH AN EMPLOYEE, I.E., FOSTER CHILD, ETC.	

If additional leave time is needed related to the above leave or if a death occurs to a person not meeting one of the above criteria, the employee may request the use of paid time off (PTO). In the event the employee has limited banked PTO, same may be utilized at the discretion of the Director or his/her designee, and the decision of the Director or his/her designee shall not be grievable.

Section 11.6. Maternity Leave.

Employees who become pregnant shall adhere to and utilize the paid time off (PTO) provisions as provided in Sections 11.0, 11.2, 11.4, and 17 of this contract.

Section 11.7. Vacancies Created by Leaves.

The Employer need not go by the seniority list for overtime to fill a vacancy created when an employee is on a leave of absence, and the Employer may hire a temporary, part-time employee to fill the position while an employee is on such leave.

Section 11.8. Seniority and Leave of Absence.

Leaves of absence will be granted only to employees whose names appear on the departmental seniority list. Seniority shall continue during medical leave as provided herein.

Section 11.9. Jury Duty.

Employees selected for Jury Duty will be excused from their place of work for the period they are to serve on a jury. The Employer shall pay employees called for Jury Duty for all hours they would have been normally scheduled to work at the employee's regular straight time rate, less an amount equal to the payment received for jury service. However, the employee shall report to his/her work site when excused or not needed for actual Jury Duty. For the 24-hour employee, upon request, the employee shall be released with pay for lost time twelve (12) hours prior to the end of the shift the night immediately prior to the date on which the employee begins jury duty. In order for an employee to receive pay under this Section, they must secure a certificate from the clerk of the court in which they served evidencing the fact of jury service. The maximum number of days to be paid under this section shall be four (4) weeks in a calendar year.

Section 11.10. Legal Proceedings.

Employees subpoenaed to testify in a legal proceeding on a matter arising out of their employment and not on a personal matter, and who actually appear at said proceeding shall be paid a minimum of two (2) hours pay. The above applies only when such employee appears at said proceeding on a scheduled day off.

Section 11.11. Educational Leave.

The Director (or his/her designee), within his/her sole discretion, may allow an employee to use a maximum of forty-eight (48) hours of paid time off (PTO) per calendar year which have been accrued and banked by the employee for educational leave. Such educational leave is defined as attendance at a college, seminar or conference approved by the Director or his/her designee in an area that will improve the employee's work performance. The decision of the Director (or his/her designee) shall not be grievable.

INSURANCE

Section 12.0. Hospitalization Insurance.

The Employer shall provide:

HOSPITALIZATION INSURANCE		
EFFECTIVE AS SOON AS IS PRACTICAL AFTER RATIFICATION	COMMUNITY BLUE PPO6 \$5/\$25 PRESCRIPTION DRUG RIDER DENTAL PLAN 2	\$ MANDATORY MAIL-ORDER FOR MAINTENANCE DRUGS \$ ON MAIL-ORDER- PAY FOR 2 MONTH SUPPLY, GET 3 MONTH SUPPLY \$ MANDATORY GENERIC DRUGS \$ \$10 OFFICE AND CHIROPRACTIC VISIT
EFFECTIVE AS SOON AS IS PRACTICAL AFTER RATIFICATION	EMPLOYEES CONTRIBUTE \$8 PER PAY PERIOD FOR SPOUSAL COVERAGE	

- A. All employees shall be eligible for the “Our County Choices” flex plan, but only during the appropriate enrollment period. Employees wishing to “buy-up” to other medical, dental and prescription plans available through the flex plan may do so during the appropriate enrollment period, but must pay the difference in the BC/BS computed yearly cost between the plan designated above and the computed cost of the medical benefit chosen.

Section 12.1. Life Insurance.

The Employer shall pay the premiums for and provide to permanent full-time employees, term life insurance of Twenty Thousand Dollars (\$20,000.00), effective the first of the month after the date of hire if accepted by the insurance carrier.

Section 12.2. Liability Insurance.

The Employer shall continue to provide liability insurance.

Section 12.3. Dental Insurance.

The Employer shall pay the premiums for and provide to permanent full-time employees dental coverage with a cap of \$800.00, effective the first of the month after the date of hire.

HOLIDAYS

Section 14.0. Recognized Holidays.

The parties agree to the following recognized holidays:

HOLIDAYS	
NEW YEAR'S DAY	THANKSGIVING DAY
MARTIN LUTHER KING, JR. DAY	DAY AFTER THANKSGIVING
PRESIDENT'S DAY	CHRISTMAS EVE DAY
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	NEW YEAR'S EVE DAY
LABOR DAY	

Section 14.1. Holiday Work.

All permanent full-time employees, not temporary employees, who do not work, shall receive eight (8) hours of holiday pay for the above recognized holidays. All employees who are scheduled to work, and who do work any of the above recognized holidays shall receive one (1) hour of additional pay at their straight time rate for every hour worked during that holiday. In order to receive holiday pay, employees must work the shift before the holiday, the holiday shift itself and the shift after the holiday. The director or his/her designee shall have the sole discretion to make exceptions and award holiday pay when an employee did not work the shift before or the shift after the holiday. All permanent full-time employees who are scheduled to work, and who do work any of the above recognized holidays shall receive one (1) hour of additional pay at their straight time rate for every hour worked during that holiday and shall be paid a minimum of eight (8) hours. For the purposes of this section, a holiday shall extend from 8:00 a.m. on the day of the holiday to 8:00 a.m. the following day.

WAGES

Section 15.0. Classification and Rates.

The following wage scale for employees covered by this Agreement will be effective the first pay period beginning on or after May 15, 2007. A \$500 (minus normal deductions) one-time signing bonus shall be paid upon ratification by all parties. Employees must be employed as of the date of ratification by all parties to receive a signing bonus and retroactive wages.

BASIC / PER HOUR			
	2007	2008	2009
START	\$8.71	\$8.93	\$9.11
1 YEAR	\$9.65	\$9.89	\$10.09
2 YEAR	\$10.20	\$10.46	\$10.67
3 YEAR	\$10.83	\$11.10	\$11.32
4 YEAR	\$11.50	\$11.79	\$12.03

SPECIALIST / PER HOUR			
	2007	2008	2009
START	\$9.48	\$9.72	\$9.91
1 YEAR	\$10.67	\$10.94	\$11.16
2 YEAR	\$11.47	\$11.76	\$12.00
3 YEAR	\$12.11	\$12.41	\$12.66
4 YEAR	\$12.81	\$13.13	\$13.39

PARAMEDIC / PER HOUR			
	2007	2008	2009
START	\$10.30	\$10.56	\$10.77
1 YEAR	\$11.69	\$11.98	\$12.22
2 YEAR	\$12.70	\$13.02	\$13.28
3 YEAR	\$13.43	\$13.77	\$14.05
4 YEAR	\$14.10	\$14.45	\$14.74

The above-stated rates shall apply as long as the employee is qualified to function in the capacity in which they are licensed (has passed all testing and maintains all licenses /

certifications required, including, but not limited to, those required in the medical control authority for Livingston County).

If an employee fails to maintain current State of Michigan licensure, that employee shall have thirty (30) calendar days to regain current licensure status or that employee shall automatically lose his/her employment.

If an employee fails to maintain current certifications as required by the applicable medical authority, that employee shall have sixty (60) calendar days to regain current licensure status or that employee shall automatically lose his/her employment.

All full-time employees hired after May 15, 1984, shall, within twenty-four (24) months of employment become duly licensed and certified Paramedics. During this twenty-four (24) month period, employees must make progress, to the satisfaction of the Director (or his/her designee), to become duly licensed and certified as same. Failure to do so within twenty-four (24) months of employment may result in termination from employment, as determined within the sole discretion of the Director (or his/her designee). Such determination by the Director (or his/her designee) shall not be subject to the Grievance Procedure contained in this Agreement.

Part-time Basic EMT and EMT Specialists are not subject to the above twenty-four (24) month limitation to become a Paramedic as long as they are not regularly scheduled to work.

Section 15.1. Premium Pay.

The shift premium associated with the employee's rate of pay shall be paid for any time worked on a twelve (12) hour unit excepting, however, not withstanding any contrary provisions, there shall be no duplication or pyramiding of premium pay. Trading of shifts shall not result in payment of the shift premium for any employee.

Section 15.2. Specialty Teams.

The Employer retains the discretion to determine the need for specialty teams and the staffing of said teams.

MISCELLANEOUS

Section 16.0. Retirement.

Certain employees covered by this Agreement may 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, with the Employer contributing 100% of the cost of the MERS Retirement Program as provided herein.

For certain employees, the retirement program shall be the MERS B-2, E-2 coverage.

The Employer shall require employees hired on or after June 17, 2002, to come under a defined contribution plan. Current employees would be able to continue on the defined benefit plan, or they could opt to go to the defined contribution program. Employees on the defined contribution plan shall be required to contribute 3% of their wages. The Employer will contribute 3% to that plan. Effective as soon as is practicable, there shall be a voluntary, one-

time, sixty (60) day open enrollment opportunity for employees currently enrolled in the Defined Benefit Plan to convert to the Defined Contribution plan.

If the employee leaves employment after three years, then the employee would be able to withdraw both Employer and employee defined contributions from the defined contribution plan. Employees shall be able to withdraw their contribution upon separation from employment. The current value of the defined benefit plan as computed by MERS will be transferred to the employees who switch to the defined contribution plan.

Effective 5/15/2009, for Employees in the defined contribution plan the Employer will match, up to 1% of their wages, Employee contributions to their individual \$457 account.

Section 16.1. Uniforms.

The Employer shall furnish and clean uniforms as follows:

UNIFORMS	
3 PANTS	1 JACKET
3 SHORT SLEEVE SHIRTS	1 PAIR RESCUE GLOVES
3 LONG SLEEVE SHIRTS	1 PAIR EYE PROTECTION
1 RESCUE HELMET	ANY OTHER REQUIRED UNIFORM ACCESSORIES, I.E. NAME TAG, COLLAR BRASS, AND BADGE
During the term of this Agreement, there shall be a one-time \$200.00 reimbursement for approved boots, belts and t-shirts at the sole discretion of the Director or his/her designee.	
Any other uniform, clothing or boots must be approved by the Director (or his/her designee). Uniforms shall be replaced as needed, which shall be determined within the sole discretion of the Employer.	

Section 16.2. Tuition Reimbursement and Relicensure Fee.

A. Employees may receive 50% reimbursement for tuition and/or course materials for successful completion of job-related courses. Job-related courses shall be as determined by the Director or his/her designee. Any employee desiring such payment shall request the same in writing at least two (2) weeks before the course commences. It shall be within the discretion of the Director or his/her designee to grant or deny such request. It is understood that monies may not be available for such purposes and/or monies may be spent for group training or other training services as determined by the Director or his/her designee.

The decision of the Employer is not subject to arbitration (See Section 5.3, etc.).

B. RELICENSURE FEE. The Employer shall pay for the State mandated relicensure fee for EMT Basic, EMT Specialist and Paramedic every three (3) years. The employer shall pay for the state re licensure fee for Instructor Coordinator every three (3) years. Employees certified as Instructor Coordinators shall teach at least three (3) classes per

certification period. If an employee opts to pay for the entire certification without reimbursement from the employer, the employee will not be expected to teach classes.

Section 16.3. Safety Procedures and Training.

The Employer shall not require any employee to operate any equipment or vehicle which is not in a safe operating condition or is not equipped with the safety appliances as prescribed by law, or for which the employee is not properly trained. 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 a certified mechanic. Each January the employer shall designate one (1) day each quarter during which training shall be scheduled. The employer reserves the right to schedule additional training dates throughout the year as necessary.

Section 16.4. Bulletin Boards.

The Employer will provide bulletin boards in each ambulance base which shall be used for posting notices pertaining to Union business. The Employer reserves the right to remove any derogatory material.

Section 16.5. Access.

The staff representative or steward, pursuant to Section 3.0, shall have the right, upon reasonable notice, to examine time sheets at the Ambulance office and any other records pertaining to the computation of compensation of any employee whose pay is in dispute, or an employee's personnel file for non-exempt matters with the permission of the employee.

Section 16.6. Non-Discrimination.

The Livingston County Board of Commissioners and Union shall provide equal employment opportunities to qualified persons without regard to race, age, creed, color, religion, national origin, sex, marital status or handicap, as required by law.

Section 16.7. Separability.

If any section of this Agreement, or any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or Employer, for the purpose of arriving at a mutually satisfactory replacement for said section during the period of invalidity or restraint.

Section 16.8. Other Agreements.

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 said employees, individually or collectively, which in any way conflicts with the terms of this Agreement, unless approved by the LCPA staff representative.

Section 16.9. Past Practice.

There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreements shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound.

Section 16.10. Waiver.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the un-limited 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 and agreements 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 not referred to or not covered in this Agreement.

Section 16.11. Personal Protection Supply Committee.

A joint committee will be established with an equal number of representatives from both the union and management within thirty (30) days after the execution of this contract. The purpose of this committee will be to review the purchase of supplies which are being used by the paramedics for personal use only (not equipment). Examples include gloves, masks or gowns. All changes to existing personal protection equipment will be reviewed by the committee prior to the change. The Supply Committee will be advisory only. Any decision made by the Employer is not grievable. The Employer reserves the right/discretion to make final decisions.

Section 16.12. Shift Coordinators.

The employer reserves the right to hire Shift Coordinators. The Shift Coordinators' shift shall be a twelve (12) hour shift, and shall receive an additional twelve (12) hour pay. Shift Coordinators shall have the responsibility to coordinate and oversee daily operations of the department during their assigned shift. The Shift Coordinator shall have no disciplinary authority, but will have a duty to report any misconduct and violations of department policy. Shift Coordinators shall report to the Assistant Director. Shift Coordinators shall receive \$60.00 per pay. Performance reviews shall be done every twenty-four (24) months. The Employer shall post such positions, but reserves the right to determine who to hire for those positions.

Section 16.13. Field Training Officers.

The employer reserves the right to designate Field Training Officers. Field Training Officers shall have the responsibility to assist in the training of new employees under the direction of the Supervisor. Field Training Officers shall receive \$30.00 per pay. Performance reviews shall be done every twenty-four (24) months.

Section 16.14. Drug Testing Program.

Employer and Union mutually acknowledge and agree that the use of unauthorized drugs by an employee without licensed medical supervision constitutes a present danger to the employee, fellow employees, customers and the general public and also impairs job performance and capabilities of the employee.

Employer shall have the right to develop drug testing programs for said employees and the Union supports a policy which diminishes any such dangers. Any such program shall not be contrary to the constitutional or statutory rights of such employees and shall be consistent with United States Department of Transportation Regulations, if applicable.

A. DEFINITIONS.

- (1) Restricted Period. A "restricted period" means:
 - (i) any time the employee is entitled to compensation from the County pursuant to a provision of this Agreement, other than non-work hours for which an employee is entitled to compensation;
 - (ii) any time the employee is present on property owned or leased by the County, or to which the County has access as a business invitee (whether or not the employee is entitled to compensation from the County pursuant to a provision of this Agreement for such time); or,
 - (iii) any time an employee is operating a vehicle or equipment owned or leased by the County (whether or not the employee is entitled to compensation from the County pursuant to a provision of this Agreement for such time).
- (2) Drug. "Drug" means marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, narcotics and phencyclidine (PCP). Legally prescribed drugs shall be handled in the same manner as fitness for duty medical exams.
- (3) Positive Test Result. A "positive test result" means: a verified positive drug test result as set forth in the Department of Transportation's Drug and Alcohol Testing Program (49 C.F.R. Part 40); an alcohol test performed in accordance with the procedures set forth in the Department of Transportation's Drug and Alcohol Testing Program with a result indicating an alcohol concentration of 0.04 or greater; or a refusal to test as defined in the Department of Transportation's Drug and Alcohol Testing Program.

B. DISCIPLINARY PENALTIES.

- (1) Possession, Sale, Use or Distribution of Alcohol or a Drug. The possession, sale or distribution by an employee of alcohol or a drug during a restricted period when the employee is not otherwise required to do so in the performance of his/her duties shall constitute cause for discharge of the employee. The actual

consumption or ingestion of alcohol or a drug by an employee during a restricted period shall constitute cause for the discharge of the employee, irrespective of whether the County elects to test the employee in accordance with this Article. The conviction of an employee for any felony a legal element of which requires proof of the possession, sale, use or distribution of a drug shall constitute cause for discharge, whether or not such felony occurred during a restricted period.

- (2) Positive Test Result for Alcohol or Drugs. Except as otherwise provided in this Section B(2), a positive test result from a test administered in accordance with the procedures set forth at 49 C.F.R. Part 40 shall constitute cause for the discharge of the employee.
- (3) Refusal to Test. An employee's refusal to test, as defined at 49 C.F.R. Part 40, when requested by the County in accordance with the provisions of Section 16.15 of this Article, will constitute cause for discharge of the employee.

C. CONDITIONS FOR TESTING.

- (1) Reasonable Suspicion. The County may require an employee to submit to drug and alcohol testing if the County has a reasonable suspicion that:
 - (i) an employee has alcohol or a drug present in his/her body during a restricted period; or,
 - (ii) that an employee was in possession of, sold, or distributed alcohol or a drug during a restricted period when the employee is not otherwise required to do so in the performance of his/her duties.

For the purposes of the preceding sentence, a "reasonable suspicion" must be based on objective facts, including, but not limited to:

- (i) observation by the County of circumstances consistent with the possession, sale, or distribution of alcohol or a drug when the employee is not otherwise required to do so in the performance of his/her duties;
 - (ii) observation by the County that an employee is exhibiting irregular behavior, slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment; or,
 - (iii) detection by the County of the odor of alcohol on an employee's breath.
- (2) Post Accident Testing. The County may require an employee to submit to drug and alcohol testing if the employee is involved in an accident during a restricted period.
 - (3) Return from Medical Leave. The County may require an employee to submit to drug and alcohol testing during any medical exam required by the County to determine the employee's fitness for duty when returning to work from a leave of absence.

D. TESTING METHODOLOGY.

All drug and alcohol testing shall be conducted in conformity with the procedures set forth at 49 C.F.R. Part 40.

Section 16.15. Fitness Program.

Employer agrees to work with the Union to develop a fitness program available to all union employees in EMS for the purpose of improving employee health and thus reducing the County's workers' compensation costs. The parties will meet periodically to discuss the effectiveness of the program, however, it is in the County's sole discretion whether to continue, amend or cancel such program.

FAMILY AND MEDICAL LEAVE ACT

Section 17.0.

The parties agree that the Family Medical Leave Act policy adopted by the Employer for non-union employees shall be used for employees covered under this contract. The coordination of family and medical leave with workers' compensation leave may be suspended on an individual basis at the Department Director's (or his/her designee's) discretion. Said decision shall not be arbitrary and capricious and shall be subject to the grievance procedure.

SUPPLEMENTARY EMPLOYMENT

Section 18.0.

- (A) The Director, or his/her designee, shall be notified in writing prior to the employee engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be given at least seventy-two (72) hours prior to engaging in supplemental employment.
- (B) The additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties.
- (C) The employee shall keep the Director or his/her designee informed of contemplated changes in his/her supplemental employment. **IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

TERM OF AGREEMENT

Section 19. Term of Agreement.

This Agreement shall be in full force and effect from May 15, 2007, to and including May 14, 2010. Not earlier than sixty (60) days prior to the expiration of the contract, either party may request that the other commence negotiations for a new or modified agreement.

Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

**LIVINGSTON COUNTY
BOARD OF COMMISSIONERS**

**LIVINGSTON COUNTY PARAMEDICS
ASSOCIATION (LCPA)**

CHECK-OFF AUTHORIZATION FORM

I hereby request and authorize you to deduct from my wages hereafter earned by me, while in the County's employ, my Union dues of \$_____ or representation fee of \$_____ 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

(Signature of Employee)

(Department)

Date Signed: _____