

**AGREEMENT**

**Between**

**MONTCALM COUNTY BOARD OF COMMISSIONERS**

**And**

**INTERNATIONAL ASSOCIATION OF EMTS AND PARAMEDICS,**

**NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, SEIU**

**LOCAL 16**

**Term:**

**January 1, 2011**

**Until**

**December 31, 2013**

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## **AGREEMENT**

This agreement is between the Montcalm County Board of Commissioners, herein referred to as the “Employer” and the International Association of EMT’s and Paramedics, National Association of Government Employees, Local 16, herein referred to as the “Union”.

### **Purpose and Intent**

WHEREAS, the parties recognize that the success of the Employer and the job security of its employees depends upon the joint success of the Employer and Employees in providing quality health care, it is the intent and purpose of this Agreement to promote harmonious relations between the management and employees of the Employer to encourage mutual confidence through collective bargaining; to improve and promote an efficient and productive operation of the Employer’s facility; and to establish rates of pay, hours of work and employment conditions all to the end that there shall be no interference with the efficiency of operations during the life of this Agreement.

### **Article 1 - Recognition**

Section 1.1. Employees Covered. 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 collective bargaining representative for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment, work conditions and other conditions of employment for the term of this agreement for all employees of the Employer included in the bargaining unit described below.

All full-time and regular part-time EMTs, EMT Specialists, and Paramedics, excluding all other employees including office, clerical and billing, Operations Manager and Supervisors.

### **Article 2 - Union Membership/Dues Checkoff**

Section 2.1. Agency Shop. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union.

Section 2.2. Agency Fee. Employees who have not joined and do not wish to join the Union must, after they have completed thirty (30) days of continued employment, pay to the Union a lawfully established agency shop fee related to the administration of this Agreement. Employees shall be provided information on how the fee was established and how to appeal the fee if they believe it is improper.

Section 2.3. Check Off.

- (a) The Employer agrees each pay period to deduct from each employee of the bargaining unit the Union's dues or service charge as established by the Union, subject to all of the following subsections.
- (b) The Union shall obtain from each of its members a completed check off authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretation made thereof.
- (c) The Union employees shall exclusively use the checkoff authorization form provided by the Union.
- (d) All check off authorization forms shall be filed with the Personnel Officer who may return any incomplete or incorrectly completed form to the Chapter Chairman, and no checkoff shall be made until such deficiency is corrected.
- (e) The Employer shall check off only obligations which come 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 and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.
- (f) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within four (4) calendar weeks after the remittance is received, of the reasons that the remittance is incorrect, provided that the Employer has sent a copy of the list from whom deductions were made to NAGE and the Local President as designated by the Union.
- (g) The Union agrees to indemnify and save the Employer harmless against any and all legal claims, suits, or other forms of liability arising out of its deduction from employees' pay of Union dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.
- (h) Deductions shall be remitted to the address or account designated by the Union, along with a list of names from whom deductions have been made following the deduction.
- (i) The Union shall be responsible for advising the Employer in writing of all new employees subject to the provisions of this Section and the amount of initiation fees and monthly dues, provided that the Employer shall provide the Union with the names and addresses of all new hires, rehires, or persons transferred into the bargaining unit as soon as possible after their hire or transfer date.

### **Article 3 - Management Rights**

Section 3.1. Reserved Rights. The Union and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and Constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated.

It is agreed that other rights and responsibilities of the Employer, including those delegated by the Employer, are hereby recognized.

Except as otherwise specified and expressly provided in this Agreement, the Employer retains the sole and exclusive right to manage and operate Montcalm County Emergency Services in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to establish the classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; to control the material, tools, and equipment to be used, and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased, and the construction of any new facilities or the improvements of existing facilities; to determine the size of the work force and increase or decrease its size; to determine the number of hours to be worked; to establish work schedules, and in all respects to carry out the ordinary and customary functions of management.

The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel, subject to any specific restrictions provided in 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. The exercise of any management right shall not be inconsistent with any terms of the Agreement.

With the commencement of this Agreement all past practices, wage and benefit programs, shall be terminated or annulled except as provided herein.

Section 3.2. Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees and the standards of performance of their duties not inconsistent with this Agreement. The Union may challenge the reasonableness of said rules and regulations by filing a grievance within fourteen (14) calendar days after the rules or regulations have been established and the Union has received written notice of any newly established rules and regulations.

## **Article 4 - Work Stoppages**

Section 4.1. Prohibition. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services for any cause during the term of this agreement by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises, not to include informational picketing provided 24 hour advanced notice is given to the County Controller. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any other acts that interfere in any manner with or to any degree with the services of the County.

Section 4.2. Discipline. Any employee who engages in any activity prohibited by Article 4, Section 1 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of Article 4, Section 1. Any appeal to the grievance procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by Article 4, Section 1.

Section 4.3. Lock Out. In consideration of the Union's commitment as set forth in Section 1 of this Article; the County shall not lock out employees during the term of this Agreement.

## **Article 5 - Union Rights**

Section 5.1. Representation. The Union shall have the right to designate Stewards. The Union President or designee shall notify the Employer in writing of those designated as Stewards within seven (7) days of any changes to such designations. The employer will contact the Chief Steward, if available, as the initial point of contact.

Section 5.2. Stewards. The Steward shall be authorized to represent the employees in accordance with the grievance procedure provided herein.

Section 5.3. Reporting. Stewards may schedule meetings with representatives of management during their regularly scheduled work time, without loss of pay, to present and process grievances, provided such meetings during work time do not unduly interfere with normal, routine operations of the Employer. A Steward on duty shall be used prior to using an off duty Steward, when feasible. A Steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed.

Section 5.4. Union Notices. The Employer will designate a space for a bulletin board to post and maintain Union notices on the premises at the Central Station. Such notices must be authorized by the Union officers.

Section 5.5. Union Bargaining Committee. Employees covered by this Agreement will be represented in negotiations by the President of the Local and two (2) negotiation committee members. All bargaining by the parties shall commence at a mutually agreeable time. Employees may trade scheduled shift time to avoid loss of time/pay for the bargaining team, provided it does not result in additional overtime for either employee trading time. Employees

may also donate vacation time to cover the bargaining team from wage loss. Such donations shall be in no less than one half shift increments(6 hours).

Section 5.6. Special Conferences. The Employer and the Union agree to meet and confer on the matters of clarification of terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include the agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to the matters set forth on the agenda and not for the purpose of conducting continuing collective bargaining negotiations nor to in any way modify, add to, or detract from the provisions of this Agreement. Special conferences shall be held between 8:00 a.m. and 5:00 p.m. Monday thru Friday at a time and place which is mutually agreeable to the parties. Each party may be represented by at least two (2) persons, and in addition, each party may have non-employee representatives present.

- a. The Union's representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding the meeting for which a written request has been made.
- b. Employee representatives of the Union at special meetings shall be paid by the Employer for the time spent in special meetings but only for the straight time hours they would otherwise have worked on their regular work schedule.

### **Article 6 - PAC Deductions**

Section 6.1. Employees may voluntarily elect to make contributions to a designate Political Action Committee.

Section 6.2. The Employer agrees that upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct from such employee's wages the amount indicated by the employee on the Political Action Committee deduction form, and forward the full amount thus deducted to the Local. The request may be made or revoked by the employee upon written request to the Employer submitted once annually during April.

Section 6.3. The Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

### **Article 7 - Employee Definitions**

Section 7.1. Full-Time Employee. A full-time employee is an employee who is regularly scheduled to work four (4), twelve (12) hour bid shifts per week.

Section 7.2. Permanent Part-Time Employee. A permanent part-time employee is an employee who is regularly scheduled to work less than four (4), twelve (12) hour bid shifts per week.

Section 7.3. Casual, Temporary or Seasonal Employees. Casual, temporary, and seasonal employees are employees who are utilized when the manpower requirements of the Employer are

greater than the Union can accommodate, safety considerations warrant, or casual, temporary, or seasonal employment is needed. This may include rescue employees, who are properly certified and licensed by the State.

The Employer agrees to offer permanent positions when the use of Casual, Temporary or Seasonal Employees to cover regularly scheduled shifts exceeds 10% of the shifts over any three month period. Use of such employees to cover temporary absences, such as medical leaves or vacations, will not count towards the 10% limit.

Section 7.4. Paramedic. A Paramedic employee is an employee who holds a Michigan license as a Paramedic and has Medical Control Authority to function as a Paramedic.

Section 7.5. EMT. An EMT employee is an employee who holds a Michigan license as an EMT and has Medical Control Authority to function as an EMT.

Section 7.6. EMT-Specialist. An EMT-Specialist is an employee who holds a Michigan license as an EMT-Specialist and has Medical Control Authority to function as an EMT-Specialist.

Section 7.7. Field Training Officer (FTO). FTOs may be assigned initial field training of new hires and initial field training of current employees in new job classifications. FTOs may also be asked to undertake remediation training of current employees. Such assignments shall include any paperwork required to document the training. Employees who are assigned such duty by management in writing will be paid the FTO premium for the time assigned.

Section 7.8. Station Technician. The Station Technician responsibilities will be performed by bargaining unit employees, provided there are employees available to perform the needed work.

Section 7.9. New Classifications. If a new classification is established within the bargaining unit, the Employer agrees to negotiate the rate of pay and work conditions for such classification.

## **Article 8 - Probationary Period**

Section 8.1. New Hire Probation. All newly hired or rehired full-time employees must successfully complete a six (6) month probationary period following their hire date, and all newly hired or rehired regular part-time employees must successfully complete a nine (9) month probationary period following their hire date. An employee's probationary period will be automatically extended for the period of any excused or unexcused absences occurring during the period. In its discretion, the Employer may extend the probationary period of any employee for a period not to exceed ninety (90) days with written notice to the Union President or designee specifying the reasons for the extension. Prior to its commencement and during the probationary period, the Employer may terminate the individual's employment for any reason. Such action shall not be subject to the Grievance and Arbitration procedure.

Section 8.2. New Job Classification Probation. All full-time and permanent part-time employees assuming a new job classification must successfully complete a probationary period in their new job classification. Such probationary period will be three (3) months for full-time employees and six (6) months for regular part-time employees. Such period will commence upon the employee's first on-line date in the new job classification and will be automatically extended for the period of any excused or unexcused absences occurring during the period in excess of 14 calendar days. Should the employer extend the probation of an employee in a new job



classification the employer shall provide written notification to the Union President or designee specifying the reason(s) for the extension.

## **Article 9 - Seniority**

Section 9.1. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with Montcalm County Emergency Services commencing from his/her last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement. An employee whose full-time or part-time status is changed shall have his seniority date adjusted to reflect his continuous service where 2496 hours of work shall equal one year of service. Any employee who separates his/her employment with Montcalm County, and is again offered employment by the County within one (1) year of the separation, shall maintain their seniority status that he/she left upon separation.

Section 9.2. Seniority Lists. Two (2) times per year, the Employer shall post one (1) seniority list for full-time employees and one (1) seniority list for permanent part-time employees. The lists shall be posted in the day room of the Central Station.

Section 9.3. Effect of Status Change Upon Seniority.

- a. When an employee changes from full-time to part-time status, his seniority dates shall remain unchanged;
- b. When a part-time employee changes to full-time status, his seniority dates shall be adjusted so that he receives one year of full-time credit , or portion thereof, for every 2496 hours worked as a part-time employee;
- c. An employee transferred to a nonbargaining unit position with Montcalm County EMS shall continue to accumulate seniority for the period of one (1) year after such transfer. Thereafter, the employee's seniority shall be frozen and shall not accumulate while in the non-bargaining unit position. If the employee is returning to the bargaining unit, s/he shall return with seniority at his/her frozen level. It is understood that the Employer retains all rights to determine the conditions of employment for non-bargaining unit employees including the right to determine whether an employee may be transferred back to the bargaining unit beyond the one (1) year period.

Section 9.4. Termination of Seniority. An employee's seniority shall be terminated and his rights under this Agreement forfeited upon the following:

- a. Discharge, quit, retirement, or resignation;
- b. Failure to return to work from layoff within two (2) weeks of recall;
- c. Layoff for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is greater.
- d. Failure to return to work upon expiration of an approved leave of absence;
- e. Engaging in gainful employment during a leave of absence;

- f. Absence from work for a period of three (3) working days without notifying the Employer; or
- g. Loss of any necessary federal, state or local certifications or licenses required for performance of job duties for more than 90 days. (Employee will not be allowed to work during any period of loss of necessary certifications or licenses).

Section 9.5. Seniority Tiebreaker. When job classification seniority date controls and employees share the same job classification seniority date, length of continuous service with the Ambulance Division will serve as a seniority tiebreaker. In the event of a further tie, the first letter of the employees' last name shall serve as the tiebreaker. In the event two or more employees share the same letter a coin will be flipped.

Section 9.6. Return to Prior Classification. In the event an employee's new job classification probationary period is terminated and the employee is returned to his prior job classification, the employee will receive credit for the probationary time for purposes of determining his job classification seniority in the job classification to which he is returned.

### **Article 10 - Layoff and Recall**

Section 10.1. Layoff. All reductions in the work force shall be accomplished in the following manner.

- a. No permanent or probationary employee shall be laid off from his position while any temporary, casual or seasonal employees are serving in the same position in the Department, provided that the permanent or probationary employee is available to work the shifts that need to be covered.
- b. The first employee to be laid off shall be the employee with the least seniority in the classification and status affected, provided however, that the remaining employees with more seniority have the experience, necessary training and present ability to perform the required work. Further layoffs from the affected classification and status shall be accomplished by the inverse order of seniority.
- c. Upon being laid off from his classification, an employee who so requests shall, in lieu of layoff, replace the least senior employee in the same status in a lower paying classification in the Department provided, however, that he has greater seniority and he has the necessary experience, training and present ability to perform the required work. If there is no employee which the intended laid off employee can replace, and the employee is full-time status, the employee may displace the least senior regular part-time employee, provided that he has greater seniority and has the necessary experience, training and present ability to perform the required work.
- d. An employee who replaces a less senior employee in lieu of layoff shall initially be paid the same salary step in the range for the lower paid classification to which he has been reduced. A full-time employee who displaces a regular part-time employee shall be required to work the work schedule of the part-time employee.

Section 10.2. Notice of Layoff. Employees who are to be laid off shall be notified along with the Local President, in writing, at least fourteen (14) calendar days prior to the effective date of layoff. Said notice shall include current seniority lists.

Section 10.3. Recall Within Classification. Employees who are laid off or who replace less senior employees in lieu of layoff shall be recalled to their former classification and status in order of their seniority when the work force is to be increased, provided that the employee has not lost his seniority.

Section 10.4. Notice of Recall. Employees to be recalled from layoff shall be given a minimum of two (2) weeks to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists.

Section 10.5. Temporary Vacancies. Employees on lay off will be first offered any temporary vacancies that occur in the schedule, in seniority order based on the classification needed. If the laid off employees cannot cover the vacancy, then the Employer may utilize casual, temporary or seasonal employees to fill the schedule.

Section 10.6. State or Federal Funded Positions. The Union acknowledges that because many positions are funded with State or Federal money, if such programs are curtailed or eliminated, the employees occupying these positions may be terminated from the Department notwithstanding the layoff and recall procedure; provided this provision is not inconsistent with the rules and regulations governing such State or Federal programs.

## **Article 11 - Training**

Section 11.1. Employee Required Training. If an employee is required by the Employer to attend training classes concerning department operations, policies, practices, or procedures, time spent in such training shall be paid as hours worked.

Section 11.2. Scheduling of Training. If an employee is required by the Employer to attend training classes concerning department operations, policies, practices, or procedures, the Employer will schedule said classes during the employee's shift and allow for the employee to attend during his/her shift, when reasonably possible. If not possible, the training will be scheduled near the start or the end of their shift schedule.

Section 11.3. Medical Control Mandated Training. If an employee is required by Medical Control to attend training classes to practice within the Medical Control Authority Region, the Employer will pay for such classes and time spent in such classes will be paid as hours worked.

Section 11.4. Continuing Education. The employer will provide enough continuing education for each employee to renew his/her medical license as provided by the state agency governing licensure. However the employer is not financially required to raise an employee's level of licensure. The employer will offer a sufficient number of practical hours annually to satisfy licensing requirements.

## **Article 12 - Substance Abuse- Drug Free Workplace**

Section 12.1. Drug Use and Testing. The employer strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on County premises (including parking lots and in County vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood and/or urinalysis examination for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

1. If the employer has a reasonable suspicion that the employee in questions is:
  - a. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or,
  - b. Is currently possessing on County premises unauthorized drugs/alcohol, or,
  - c. Has sold or distributed unauthorized drugs/alcohol on or off County premises or attempted the same.
2. As a part of a routine scheduled physical examination.
3. Upon return from a leave of absence of thirty days or more.
4. During random periods during an employee's probationary period.
5. Immediately following an employment related injury or property damage accident.

Drug testing shall be conducted by a certified N.I.D.A. agency unless it is part of a routine medical exam in which case it will be performed by the medical institutions performing the examination. The County agrees to treat all information received relating to an employee's alleged involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know.

Section 12.2. Last Chance Policy. An employee who voluntarily discloses a dependency on drugs/alcohol to the employer and voluntarily undergoes an employer-approved, supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the County will refrain from taking any disciplinary action against the employee provided that: (1) such disclosure is the first and only involved with drugs/alcohol for the employee, (2) the employee satisfactorily completes the detoxification treatment program as prescribed, (3) the employee remains free of drug/alcohol use and strictly complies with the County's drug free policy and (4) the employee has not engaged in other conduct which would warrant discharge. An employee receiving a last chance agreement is not protected from discipline for other conduct which warrants discipline.

### **Article 13 - Unsafe Work**

Section 13.1. Safety. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of any applicable statute, court order or governmental regulation relating to safety of persons or equipment. It will be the responsibility of each employee to report immediately to his supervisors any malfunction of equipment, personal injury, or any unsafe working conditions which he may observe.

No employee will be subject to discipline for reporting a legitimate health or safety problem. Employees who violate County or departmental safety rules and regulations may be subject to disciplinary action up to and including termination. No employee shall be relieved of work based upon a belief that a hazardous or unsafe condition exists without advance approval of their supervisor or a manager.

### **Article 14 - Miscellaneous Provisions**

Section 14.1. Personal Information Changes. All employees are to notify Management of any changes in address, telephone number, name, marital status or number of dependants on an Employer provided form as soon as possible, usually within 14 calendar days. Any change in telephone number shall be immediately provided to the Ambulance Director. Copies of all up-to-date licensures and certifications must be sent to management prior to expiration of current licensures and certifications.

Section 14.2. Access to Personnel File. Upon request and within a reasonable time thereafter, employees shall be permitted to review their personnel file in the County Personnel Office and the County EMS Office. Employees shall be permitted to respond in writing to items in their personnel file. Such access shall be in accordance with the Bullard-Plawecki Employee Right to Know Act.

Section 14.3. Sleeping on work time is prohibited.

Section 14.4. All employees shall comply with all Federal, State and local statutes, regulations and ordinances at all times.

Section 14.5. Supplemental Employment. Members of the Union may engage in supplemental employment if they so desire. It is the Union's understanding that full-time employees' first obligation is to Montcalm County Emergency Services and supplemental employment shall in no way conflict with regularly assigned duties (including regular overtime and or emergency call out times.) The County understands that part time employees may have an obligation to a full time employer, and will attempt to work with such employees on scheduling conflicts. However, the County has a right to expect employees to make themselves available for a part time schedule, generally consisting of up to three 12 hour shifts per week.

Employees shall provide the Director with the following information regarding supplemental employers.

1. Name of company or organization

Section 14.6. Separation Voluntary or Termination. Employees shall have the responsibility of turning in all Emergency Services Department equipment and property at the termination of employment.

Section 14.7. Mileage. The Employer agrees to compensate employees for miles traveled when the employee uses his/her personal vehicle on authorized County business, including but not limited to continuing education, at the established County rate. Mileage will only be paid if no County owned vehicle is available for use.

Section 14.8. License.

- A. All employees as a condition of continued employment shall obtain and retain a valid license as required by the rules and regulations of the State of Michigan. The Employer shall pay the whole amount of the license renewal fee every three (3) years, if renewed prior to expiration.
- B. Employees operating county-owned vehicles must possess a valid Michigan driver's license and a satisfactory driving record as a condition of employment. A "satisfactory driving record" is defined as not more than seven (7) points on an employee's driving record. Points are determined in accordance with the Michigan Secretary of State's driver's license point system.

In addition, the following items appearing on an employee's driving record will cause the termination of employment of that employee:

- 1. Conviction of a driving related felony
- 2. Loss of a valid Michigan driver's license regardless of the number of points on the license.
- 3. Any alcohol / drug related offenses.
- 4. An at-fault accident resulting in a serious injury or fatality (an at-fault accident is defined as one in which the employee has been fined by any court or governmental agency, or been convicted of or pled guilty or no contest to criminal charges arising from the accident).

While a criminal lawsuit, claim, or charge is pending relating to any of the items listed in 1 – 4 above an employee will lose all driving privileges. After ninety (90) days of working without driving privileges, the employee will be suspended without pay.

Montcalm County requires that employees driving County vehicles promptly notify their supervisor any time they receive a traffic citation so that the County can more accurately monitor employee-driving records. Failure to promptly notify the supervisor will result in discipline up to and including discharge. The County may also check employee driving records on a periodic basis.

Section 14.9. Laundering of Linens. Linens used for patient care will be laundered by the Employer at the Employers expense.

Section 14.10. Medical Examination. The Employer reserves the right to have an employee submit to a medical examination if there is reasonable cause or concern regarding the employee's physical or mental fitness to perform the required work. The employee shall authorize the release of the medical report to the Employer who shall keep such information confidential. All expenses of such examination shall be borne by the Employer.

Section 14.11. Temporary, Casual, and Seasonal Employees. The Union agrees that the Employer may use temporary, casual, and seasonal employees for the purpose of filling in as a

result of the absence of full-time and part-time employees as determined by the Employer, but the Employer will not use the temporary, casual, or seasonal employees to replace or displace full-time or part-time employees. Other than applicable Section(s) of this Agreement, the temporary, casual, or seasonal employees will be excluded from this Agreement. For purposes of clarification, only Section(s) that are mandated by State and Federal statute or law are applicable to temporary, casual, or seasonal employees.

Section 14.12. Station Points. Station Points used while utilizing System Status Management will have a 2 mile radius from the center point that the unit may roam for the purposes of utilizing sanitary restroom facilities, food of choice, and general public relations. Further distance may be approved by the Supervisor when specific needs require. However it is understood that when not performing the aforementioned functions, the unit shall remain at the center point.

Section 14.13. Policies and Procedures. The Employer agrees to provide copies of any new written policies, procedures which apply to expectations for employees, to the Executive Board of the Union. The Executive Board shall have 14 calendar days to respond prior to issuing.

Section 14.14. Captions. The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 14.15. Immunizations. The County will provide or subsidize the cost of the immunizations that are not covered by health insurance. The immunizations that will be covered are influenza vaccine (flu shot) or any other immunizations deemed necessary by the county, state OSHA or other authorized governmental agency.

Section 14.16. Open Shift Coverage. Management will send out notification of open shifts via electronic distribution. Except to prevent a truck from being out of service, no shift shall be filled in the first 20 minutes following the open shift notification for open shifts on that day. Open shifts beyond that day will not be filled in the first 60 minutes following notification. Once the response window has expired, the shift shall be filled in the following priority, considering those who has responded:

1. Bargaining Unit members who will not be on overtime during the shift
2. Casual Employees who will not be on overtime during the shift
3. Bargaining unit members who will begin overtime during the open shift
4. Bargaining unit members who will be on overtime the entire shift
5. Management
6. Mandatory per article 17.3

Should multiple employees have similar priority and respond within the 20 minute window, the shift will be covered by the employee with the most seniority. If no response is received within the window, the shift will be covered first come, first served. Open shift notifications will initially be sent to only the employees in the category needed to cover the open shift. In other words, non-Paramedics only will be sent notifications initially for shift coverage not requiring Paramedic coverage.

If no-one voluntarily takes the open shift for the same day, it will be assigned to least senior employee who has the appropriate classification from the crews coming off duty.

Section 14.17 – Emergency Financial Manager. An emergency manager appointed under the local government and school district fiscal accountability act, may reject, modify, or terminate this collective bargaining agreement.

### **Article 15 - Discipline and Discharge**

Section 15.1. Notice of Discipline. The Employer shall not discipline, suspend, or discharge an employee without just cause. Discipline, suspension or discharge must be by proper written notice to the employee giving specific reasons for the discipline, suspension or discharge. Written notice will be provided prior to or simultaneous with any disciplinary action taking effect. The employee, however, may be placed on administrative leave pending investigation or disciplinary action prior to receiving such written notice. Written notice will be provided to the Union.

Section 15.2. Steward Representation. The disciplined, suspended or discharged employee will be allowed to discuss his discipline, suspension, or discharge with his Steward; and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer, its designated representative (EMS Director or a Supervisor) will discuss the discipline, suspension or discharge with the employee and the Steward.

Section 15.3. Use of Past Record. In imposing any discharge suspension or discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than twelve (12) months previously, provided that the employee maintains an infraction-free record during such period of time. This provision shall not apply to any prior, sustained discipline for harassment, theft, dishonesty, violence, negligent driving or improper patient care.

### **Article 16 - Leaves of Absence**

Section 16.1. Personal Leave Without Pay. Employees may be granted up to one (1) year's personal leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits, predicated on length of service with the County in the Emergency Services Department, nor shall seniority continue to accumulate beyond that time. Requests for personal leave of absence shall be in writing and shall be signed by the employee and given to the Emergency Services Director. Such requests shall state the reasons for the leave. All personal leaves of absence in excess of thirty (30) days shall be approved in writing by both the Emergency Services Director and the County Controller/Administrator. Employees shall not take a leave of absence for the purpose of obtaining other employment with the exception of Union business/activity and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Director.

Section 16.2. Disability Leave Without Pay. An employee who becomes medically disabled, including maternity leave, may be allowed a leave of absence for a period not normally to exceed one (1) year. Extension may be granted upon mutual consent of both Employer and employee. Requests for all leaves of absence must be accompanied by a physician's statement which states the cause of the disability and the expected duration of the disability. Failure to so notify the Employer shall disqualify the employee's right to the leave of absence. Disability leave without pay shall be administered under the same conditions as a personal leave without pay. Before an employee absent from his duties for twelve (12) consecutive calendar days returns to work, he shall satisfy the Employer that he is fit to again perform his duties. In the event of a dispute



involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or leave of absence of any kind, and the Employer is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer one by the employee, and the third by the first two (2) physicians so named. The report shall be in writing to the Employer and the Union. The Employer and the Union shall share the cost of this report equally.

Section 16.3. Compensation for Duty Related Injury. Should an employee be disabled as a result of a job related injury, the Employer shall make up any difference in pay from disability payments and the employee's normal take home pay (which shall be without overtime, except for the 8 hours of scheduled overtime for full-time employees), not to exceed ninety (90) days. This job related leave shall not be deducted from sick leave.

Section 16.4. Military Leave. Any employee who enters active service of the Armed Forces of the United States, National Guard or Reserve or is ordered to training shall receive a leave of absence without pay and be reemployed in accordance with applicable Federal and State statutes. The employee shall inform the Employer in writing as soon as the employee is notified of acceptance in military service in accordance with Federal and State statutes.

### **Article 17 - Work Day and Work Week**

Section 17.1. Normal Duty Day. The normal duty day for full-time and permanent part-time employees shall be twelve (12) hours.

Section 17.2. Tour of Duty. Full-time employees shall be scheduled for four (4) regular duty days per week. Permanent part-time employees shall be scheduled to work fewer than four (4), twelve (12) hour shifts per week.. The employer shall attempt, but cannot guarantee, to keep the schedule of permanent part-time employees as regular as possible as permitted by needs of the service.

Section 17.3. Emergency Work. Insofar as possible, employees shall be required to respond to emergency overtime work as required by the Employer. However, the Employer reserves the right to utilize casual, temporary or seasonal employees, Supervisors or administrators to minimize overtime demands upon the Department. It is understood that emergency overtime may first be offered to off-duty bargaining unit employees, but this shall not preclude the Director from using casual, temporary or seasonal employees, Supervisors or administrators for overtime when such is required to complete the normal work schedule if safety considerations warrant.

Section 17.4. Overtime Premium. Employees shall receive time and one-half (1 1/2) their hourly pay rate for all hours worked in excess of forty (40) hours in one workweek. There shall be no pyramiding of overtime premium pay. For purposes of overtime premium, recognized paid holidays, paid funeral leave, paid vacations and paid jury duty shall be considered as hours worked. Paid sick leave shall not be counted as hours worked.

Section 17.5. Reporting for work. Employees not reporting for work shall notify the appropriate Supervisor at least one (1) hour before their starting time and shall advise him as to the reason for their inability to work.

Section 17.6. Extended duty shifts. Employees may volunteer for occasional extended duty shifts.

Section 17.7. Shift Preference.

- A. Full-time employees will bid on shift assignments two (2) times a year on two (2) six-month assignments. Bidding will take place the first two weeks in the months of March and August. Assignments will be bid on the basis of seniority as set forth in Article 9. Shift changes will be made the first Sunday of the first pay period in the months of April and September. Notwithstanding this bid procedure, the EMS Director or his designee may exercise his right to administratively designate a specific shift for any employee either temporarily or permanently if he determines such specific shift assignment is necessary.
- B. Regular part-time employees will be allowed to bid up to three (3) shifts per week, based on their seniority, after the full-time employees have completed their bids. Successful bidders will be guaranteed assignment to those shifts by the EMS Director or his designee, subject to sub-section C., below
- C. Notwithstanding an employee's selection of shift by seniority, the EMS Director or his designee reserves the right at his discretion to temporarily assign an employee to another shift to accommodate training, replacement for training, special assignment, accommodation of court appearances, or where personnel needs of the Department require the temporary transfer. The Employer agrees to reassign the employee to his preferred shift promptly upon resolution of the circumstances, which required temporary transfer. The Director will also provide to the Union a written explanation as to the reason and explanation for such transfers.

Section 17.8. Time Sheets. The employee will be required to fill out and submit to the Director's Office a daily report noting hours worked. Sick time, vacation time or other absences from duty shall be reported on a payroll supplemental form.

Section 17.9. Breaks. The Employer will make reasonable effort to accommodate a half hour meal period as near to the middle of the shift as possible. However, the observance of such periods shall be subject to the needs of the operation.

## **Article 18 - Uniforms and Uniform Allowance**

Section 18.1. Full-time Employee Uniforms. The Employer agrees to provide each full time member of the bargaining unit with five (5) uniforms, (shirts, trousers), one (1) winter coat, one (1) spring jacket, and all required patches, badges, etc. All clothing will be ordered for new hires prior to the employee being assigned shifts.

Section 18.2. Permanent Part-time Employee Uniforms. The Employer agrees to provide each permanent part-time member of the bargaining unit with three (3) uniforms (shirts, trousers), one (1) winter coat, one (1) spring jacket, and all required patches, badges, etc. All clothing will be ordered for new hires prior to the employee being assigned shifts.

Section 18.3. Rain jackets. A minimum of two (2) raincoats shall be maintained on each ambulance primary response unit.

Section 18.4. Laundering of Uniforms. Uniforms will be cleaned, repaired or replaced as necessary by the Employer at the Employer's expense.

### **Article 19 - Employee Benefits**

Section 19.1. Life Insurance. During the term of this Agreement, the Employer will provide a term life insurance policy for each full-time employee in the amount of fifty thousand dollars (\$50,000). Terms and conditions of the life insurance are as set forth in the insurance policy.

Section 19.2. Hospitalization Insurance. The County will provide the Priority HSA – PPO. The Priority HSA-PPO is a high deductible plan that will be set up with a health savings account. The in-network deductibles of \$2,000/\$4,000 single/family will be funded by the County in amounts of \$1,500/\$3,000 single/family of through contributions to the employee's HSA account at the beginning of the plan year. The County would contribute the \$1,500/\$3,000 at the start of the plan. Thereafter, one half of the contribution will be deposited in January and July of each year for those employees on the payroll as of January 1 and July 1. After the deductibles have been met, in-network covered services are paid at 100%, with the exception of prescription drugs. The prescription co-pay is \$10/\$30/\$60 with an open formulary after the in-network deductibles are met. The out-of-pocket maximum is \$4,000/\$6,000 for in-network deductibles. Out of network deductibles are \$3,500/\$7,000, with 80% coverage after the deductibles have been met with \$5,500/\$11,000 out-of-pocket maximums.

The Employer reserves the right to select or change all insurance carriers, provided the level of benefits provided to the employees has equal or greater benefits.

- (a) In case a full-time employee is covered with hospitalization insurance from a source other than the County and elects not to participate in the County's hospitalizations insurance, the County will pay a single person \$100.00 per month and a married person \$200.00 per month. Single individuals qualifying for coverage greater than single and electing not to participate in the hospitalization program will be paid \$200.00 per month. To be eligible for this benefit, the employee must prove that they are covered by hospitalization insurance from another source. Payments will be included in the first pay period of the month and will commence upon receiving proof of other coverage.
- (b) The employees shall pay 15% of the applicable premium rate. This payment shall be made by payroll deduction on a pre-tax basis.
- (c) If a national health insurance program is implemented, the Employer reserves the right to adopt the national health insurance program in lieu of the hospitalization program provided herein.

Section 19.3. Vision Insurance. Those employees electing the Priority HSA – PPO health insurance will also receive the VSP Vision 12/24/24 vision insurance. Those employees electing the health insurance alternative buyout option will be allowed to participate in the vision insurance, but they will be required to pay the monthly premium paid by the county. The premium will be deducted from the employee's paycheck on the first and second payroll of each month, pursuant to a payroll deduction authorization.

Section 19.4. Other Insurance. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payment. The Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs, provided the governmentally-sponsored program has benefits to equal the insurance program in this Agreement.

Section 19.5. Discontinued Insurance Coverage. All insurance benefits other than health insurance as described in Section 19.2 shall be discontinued at the end of the month during which an employee is placed on a non-paid leave of absence or layoff unless the employee pays in advance the required premiums or expenses to maintain such insurance, and such continuation is allowed by the carrier. Health insurance will be discontinued at the end of the first full month after an employee is placed on unpaid leave or lay off. All insurance benefits shall be discontinued upon the date that employment terminates with the Employer.

Section 19.6. Permanent Part-time Employee Hospitalization Insurance. Permanent part-time employees who are regularly scheduled for five (5) shifts per pay period will receive Employer contributions equal to 50% of premiums for such health care, provided the employee contributes the remaining 50% of the premium, should the employee elect to take insurance. If the employee elects an HSA option, the County will not contribute toward the required deductibles for the plan.

Section 19.7. Flexible Spending Account/Cafeteria Plan. The County will establish a Section 125 Cafeteria Plan in which employees will be given flexible spending accounts. Employees will be given the following options under the plan so long as they are permitted by federal law:

- a. Employees can make voluntary contributions to the plan for dental/vision reimbursement purposes up to \$3,000.00 per year.
- b. Employees can make voluntary contributions to the plan for dependent care expenses up to statutory limits.

Section 19.8. Healthcare Plus. The County will provide a membership in the Healthcare Plus Ambulance Subscription Program for each employee. The employee is responsible for the annual completion of the application and keeping the information up to date.

Section 19.9. Disability Insurance. During the term of this Agreement, the Employer will provide a disability insurance policy for each full-time employee. Benefits shall be two-thirds (2/3) of basic weekly earnings less any benefit received from Family Social Security, any State or Federal Government disability or retirement plan, any salary paid by Employer, the retirement plan with Employer, and any other group disability income plan. Benefits shall not exceed a maximum of Two Hundred Dollars (\$200.00) per week up to 104 weeks. Benefits commence upon the exhaustion of an employee's accumulated sick leave or thirty (30) days following disability, whichever is later.

## **Article 20 - Accidents**

Section 20.1. Equipment Damage. An employee shall not be held financially liable for damage to Employer vehicles or property while in the proper performance of his normal duties.

Section 20.2. Accident Liability. In the event that an employee is involved in an accident involving another party or parties, while in the proper performance of his normal duties, the Employer shall indemnify and hold harmless the employee from and against all claims or causes of action, damages, losses and expenses arising from such accident, unless, at the time of the accident, the employee was not driving in a legal manner or was in violation of any of the Employer's rules and regulations.

Section 20.3. Accident Defense. In the event that any action or proceeding is brought against an employee for an accident involving another party or parties while in the proper performance of his normal duties, the Employer shall provide legal counsel for the defense of such action or proceeding at the Employer's expense, unless, at the time of the accident, the employee was not driving in a legal manner or was in violation of any of the Employer's rules and regulations. In the event that the Employer does not appoint legal counsel for a matter covered by this section, the employee shall have the right to retain legal counsel and shall have the right to reimbursement from the Employer for the court costs and reasonable attorney's fees necessarily incurred in the defense. In any civil action, the Employer shall be advised of any settlement discussions with the plaintiff(s) and have a right to pay the settlement, if it so determines, to end the claim or suit.

Section 20.4. Accident Judgments. In the event that a judgment is entered against an employee as a direct result of an accident occurring while in the proper performance of his normal duties, the Employer shall indemnify and hold harmless the employee from and against such judgment, unless, at the time of the accident, the employee was not driving in a legal manner or was in violation of any of the Employer's rules and regulations.

### **Article 21 - Critical Incident Stress Debriefing**

Section 21.1. The Employer will make available critical incident stress debriefing ("CISD"). In the event such defusing/debriefing is required by the Employer or requested by the employee, time spent in CISD will be considered time worked.

Section 21.2. The Employer shall be provided with proof of attendance for employees attending or participating in CISD sessions. No other information shall be provided or released.

### **Article 22 - Grievance Procedure and Arbitration**

Section 22.1. Definition of Grievance. A grievance shall be defined as a claim by an employee, the local Union, or the Employer that there has been a breach, misinterpretation, misapplication, or other non-compliance with a specific provision of this Agreement.

Section 22.2. Grievance Procedure. All formal grievances shall be in writing and shall include: Date, alleged contractual violations or written rule or regulation that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the grievant and the Union representative.

- (a) Verbal Procedure. If an employee has a complaint he shall, within five (5) days of the occurrence of the incidence which gave rise to the complaint, or five (5) days from the time the employee or Union representative should reasonably have known he had grounds for a grievance, discuss it with the immediate supervisor

with the object of resolving the matter informally. The employee may have a Steward present. No resolution shall be final until approved by the Emergency Services Director.

(b) Written Procedure.

Step 1. The grievance shall be presented by the aggrieved employee or Union representative promptly, and in all cases no later than five (5) days after the discussion as outlined in the Verbal Procedure. The grievance shall first be presented to the Emergency Services Director. The Emergency Services Director shall acknowledge receipt of the grievance with his signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant or his Steward. A meeting shall be arranged by the Chapter Chairperson or his designee, insofar as is practical, with the Emergency Services Director or his designee to discuss the grievance. The Emergency Services Director shall give his written answer within five (5) days after receipt of the grievance.

Step 2. If the Emergency Services Director's answer in Step 1 is unsatisfactory to the grievant, the grievant and the Union may, within five (5) days from receipt of the Emergency Services Director's answer, appeal the matter to a committee composed of the County Controller and the members of a committee of the Montcalm County Board of Commissioners. This appeal must be signed by the grievant and the Union representative. A meeting shall be scheduled to hear the grievance within ten (10) days of receipt of the grievance and a written decision shall be rendered by the Employer within ten (10) days from the hearing. Both the parties shall reserve the right to have non-employee representatives participate in the meeting.

Section 22.3. Arbitration Request. If the grievance is not satisfactorily resolved in Step 2, the Union may request arbitration by notifying the Employer within twenty (20) working days after receipt of the Employer's answer in Step 2. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

Section 22.4. Selection of Arbitrator. Upon receipt of a timely request for arbitration, the parties shall attempt to mutually select an arbitrator. If the parties are unable to mutually select an arbitrator, a Michigan panel shall be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the parties alternately striking names from the panel. The remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be the responsibility of the party incurring them.

Section 22.5. Arbitrator's Powers. The arbitrator shall have no power to amend, add to, alter, ignore, change or modify any provisions of this Agreement, or the written rules and regulations of the Employer, and his decision shall be limited to the application and interpretation of the above and to the specific issue presented to him. The decision of the arbitrator shall not contain a retroactive liability beyond the date, which is ten (10) working days prior to the date of the grievance or the date of the incident, whichever is lesser. The arbitrator shall have no authority to award interest on monetary awards. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The decision

of the arbitrator shall be final and binding on the Union, the Employer and the employees involved, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of fraud or wrongdoing.

Section 22.6. Attendance at Grievance Steps. If the Employer or the Union requests that the aggrieved employee or other necessary persons be present at any Step or Steps of the grievance procedures to participate in discussion, they will be required to do so.

Section 22.7. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step. The Union shall retain the right to decline arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided, it is reduced to writing and the period of the extension is specified.

Section 22.8. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 22.9. Expedited Grievance. Should an employee who has been discharged or given disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at Step 2 of the grievance procedure within three (3) days following the date of such action. The Union may file the grievance on behalf of the employee so disciplined.

Section 22.10. Multi-Forum. An employee who elects to pursue a veteran's preference proceeding may not have the same matter adjudicated through the arbitration procedure provided in this Agreement. Likewise, an employee who has a grievance heard in arbitration thereby waives any right to a hearing under the Veteran's Preference Statute on the same matter.

Section 22.11. Duration of Grievance Procedure. No dispute concerning this Agreement and interpretation of this Agreement shall be taken through the grievance procedure or arbitration as provided herein unless the grievance arose during the term of this Agreement or any extensions thereof.

### **Article 23. - Equal Opportunity and Non-Discrimination**

Section 23.1. Gender Intent. Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

Section 23.2. Non-Discrimination. The Employer and the Union agree that neither party shall discriminate against any person because of race, color, sex, religion, age, disability, national origin, citizenship, Vietnam era veteran status, lawful union activities, union affiliation or lack thereof, or any other status protected by Federal, State, or local law(s).

Section 23.3. Harassment. The Union and the Employer agree that harassment on the basis of race, color, sex, religion, age, disability, or national origin, including sexual harassment, is a form of misconduct which undermines the integrity of the employment relationship and cannot be tolerated. Any conduct, whether committed by employees, Union representatives, or supervisory personnel, which could be construed as falling within the definition of actionable harassment as defined in applicable judicial authority or Equal Employment Opportunity Commission standards

is prohibited. Complaints alleging such harassment should be made in writing to the EMS Director or Supervisor. Such complaints will be investigated fully in accordance with the Employer's harassment policy and procedure.

Section 23.4. Disability Accommodation. The parties recognize that the Employer has the right to provide reasonable accommodations to individuals with disabilities. The Union agrees that it will cooperate in accomplishing such reasonable accommodation.

### **Article 24 - Paid Time Off**

Section 24.1. Paid Time Off. Effective [month and date to be determined and inserted], 2011, a PTO account will be established for each full-time employee consisting of the employee's pro-rated, accruing vacation allotment through that date and any unused, accrued vacation. Thereafter, PTO time will be accumulated on a per pay period basis according to the following schedule:

	<u>PTO hours per pay period</u>	<u>Total Annual PTO</u>
0 – 6 months	101 on completion	101
6 months 1 year	9.62 bi-weekly	125
1 – 4 years	8.70 bi-weekly	226
4 – 7 years	9.62 bi-weekly	250
7 – 12 years	10.54 bi-weekly	274
> 12 years	12.39 bi-weekly	322

Any part-time employee who works a minimum of 1,200 hours per calendar year shall be granted one (1) PTO day in the following calendar year. Any part-time employee who works a minimum of 2,400 hours per calendar year shall be granted two (2) PTO days in the following calendar year.

Employees only accumulate paid leave time during the pay period if they have received pay from the County for that pay period.

Until the date of conversion, vacation and sick leave will continue be governed under the applicable provisions of the parties 2008-2010 bargaining agreement.

Section 24.2. Scheduling Paid Time Off. The Employer shall conduct a draw twice a year for scheduled PTO. No more than 2 employees per day and 8 shifts within any given week shall be allowed to schedule PTO. The draw shall be by seniority and shall promptly follow the semi-annual shift bid. After the draw, additional PTO will be scheduled by the Employer on of first come, first served basis, provided that the limits for employees requesting scheduled PTO have not been exceeded, and the needs of the Department permit. Such requests should be submitted in writing at least two weeks in advance.

Employees should schedule other needed time off with a minimum of 24 hours notice. Absences with less than 24 hours notice may be taken but will be subject to the attendance policy. Notice of less than an hour or failure to will also be subject to the attendance policy.



Section 24.3. Accumulation and Pay Out of PTO. Paid time off may be accumulated to a maximum of 800 hours. Accumulated hours will be paid out at a rate of 50% upon death or retirement under the County pension plan.

Section 24.4. Sick Leave Bank. Any accrued, unused sick time at the date of conversion to PTO will be frozen and placed into a bank for the employee's benefit. If an employee suffers catastrophic illness or injury or qualifies for FMLA, the sick time balance will be released to the employee for use to cover such absences upon approval by the County Commission. The Employer may request, as a condition of any sick leave bank usage, a medical certificate setting forth the reasons for the sick leave. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

Any unused amounts will be paid out at 50% upon death or retirement under the County retirement plan.

Section 24.5. Pay for PTO or Banked Sick Leave Used. All payment for individual leave days taken shall be based on the employee's scheduled day at the applicable straight-time hourly rate of pay. Should an employee use a full day, the employee shall be charged twelve (12) hours of PTO or sick leave, as applicable. If over 40 hours of leave time are taken in a given week, the time shall be paid and charged against the employee's vacation bank at the overtime rate for those hours over 40. However, the employee may elect to take 48 (forty-eight) or 52 (fifty-two) hours of vacation pay for a week. The number of hours elected will be charged to their PTO or sick leave accumulation, as applicable.

Section 24.6. Injured on Duty. An employee who is injured on the job will be paid for the remainder of the regularly scheduled shift at the employee's regular rate of pay. If, following the injury, the employee is medically released to work on the same shift on which the injury occurred, but fails to return, the employee will only receive pay up to the time released from the clinic or hospital.

Section 24.7. PTO/Sick Leave Donation. When an employee has suffered a serious illness or injury resulting in lost work time of at least 2 weeks, and has exhausted his/her sick leave as well as any PTO time, other unit employees may contribute up to 24 hours of their accumulated PTO or banked sick leave toward additional absences of the employee. The Director and the Unit president must approve the request before it will be made to the employees. Contributions of time shall be strictly voluntary.

### **Article 25 - Funeral Leave**

Section 25.1. Full-time and permanent part-time employees will be granted time off with pay from working their scheduled hours of work on the day of the funeral or memorial service to attend the funeral or memorial service for a death in the immediate family defined as spouse, child, father, mother, sister or brother, grandparent or grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-brother, step-sister or step-child to attend the funeral.

### **Article 26 - Miscellaneous**

Section 26.1. Return to Work After Leave of Absence. Before an employee returns to work, after being absent from his duties for twelve (12) consecutive calendar days, he shall satisfy the Employer that he is fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work from a layoff, unpaid leave of

absence, child care leave, or sick leave, the Employer may require as a condition of return to work, that a medical certificate from a medical doctor of the Employer's choosing and expense, be submitted. If the dispute still exists, final resolution, binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and the third by the first two (2) physicians so named. The report shall be in writing to the Employer and the Union. The cost of this report shall be shared equally by the Employer and the Union.

## **Article 27 - Holidays**

Section 27.1. Holidays. The following are recognized holidays for employees of the Union:

New Year's Day - January 1  
Martin Luther King Day - Monday most contiguous to January 15  
President's Day  
Memorial Day - Last Monday in May  
Fourth of July  
Labor Day - 1st Monday in September  
September 11  
Veteran's Day - November 11  
Thanksgiving Day - 4th Thursday in November  
Day After Thanksgiving  
Christmas Eve Day  
Christmas Day - December 25  
New Years Eve - December 31

Section 27.2. Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- (a) An employee must work his hours on the Department's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless the employee presents medical certification or is otherwise excused by the Director.
- (b) The employee must not be on layoff which began more than ten (10) calendar days prior to the holiday.
- (c) The employee must not be suspended for disciplinary reasons, provided however, if such suspension is reversed by an arbitrator the employee will receive the applicable holiday pay.
- (d) An employee who is scheduled to work on a holiday but fails to report for work shall not be entitled to holiday pay.
- (e) The employee must not be on a leave of absence.

Section 27.3. Holiday Pay. Employees who work on holidays recognized under this Agreement shall receive time and one-half their straight time regular rate of pay for all hours worked, plus

their regular pay. The time and one-half will be paid during the pay period in which the holiday occurred.

### **Article 28 - Retirement**

Section 28.1. The County agrees to continue the present program of retirement benefits. The present program includes the following normal retirement provisions:

- a. Benefit multiplier – 2% for years of service not in excess of twenty-five (25) years and 1% for years of service in excess of twenty-five (25) years.
- b. Vesting – Employees are vested after five (5) years of service as defined in the County of Montcalm Pension Plan.
- c. Normal retirement – the later of the participant’s 60<sup>th</sup> birthday or the 10<sup>th</sup> anniversary of the date on which he became a participant in the plan.
- d. Employee Contribution – 5% of earnings from the County.

Section 28.2. The County agrees to notify the Union of Pension Trust Committee meetings by sending notice to an IAEP email account established on the County system.

### **Article 29 – Wages and Classifications**

Section 29.1. Wages and Classifications. The classifications and rates schedules are attached as Appendix “A” and are incorporated as a part of this Agreement.

### **Article 30 – Labor Management Committee**

Section 30.1. Labor Management Committee. The Employer and the Union have established a joint Labor Management Committee (LMC). The purpose of this committee shall be to discuss issues of mutual interest in order to maintain a harmonious working relationship between the Employees, the Employer, and the Union. The committee shall meet on a quarterly basis. The unit representation will be limited to six members.

1. Issues to be discussed may include but are not limited to training, safety, scheduling, and business performance.
2. The LMC may work on these issues directly or establish short/long term subcommittees to address any issue brought for discussion.
3. Staff selected to serve on the LMC and sub-committees, will be reimbursed for all hours spent in meeting time serving on the committee at their regular rate of pay.
4. Neither Management nor the Union shall waive any rights under law or under this Agreement by the discussion or disposition of any issue brought to the committee.
5. The LMC shall have no power to modify the terms of this agreement or adjust grievances.

### **Article 31 - Contract Understandings**

Section 31.1. Separability. The Employer and the Union agree that, following a meeting with the Union, the Employer has the right to enter into any agreement or practice modifying the terms of this Agreement which is necessary to comply with any Federal, State, regional or local law,

ordinance, rule, or regulation or any Executive Order of the President of the United States or any declaration of a court of competent jurisdiction without limiting the foregoing. In particular, any provision of this Agreement not invalid by virtue of the foregoing shall remain in full force and effect for the life of this Agreement.

Section 31.2. Amendments. Except as provided in Section 1, any changes to this Agreement shall be in writing and executed by the parties.

Section 31.3. Bargaining Waiver and Zipper Clause. This Agreement constitutes the entire agreement between the parties with respect to wages, benefits, and terms and conditions of employment for bargaining unit employees. This Agreement supersedes any and all agreements, expressed or implied, regarding such matters and no verbal statement shall supersede any of the provisions of this Agreement.

The parties further acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Employer, 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 specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement.

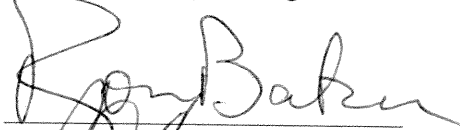
Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

Section 31.4. Term. Except as otherwise expressly provided herein, this Agreement shall remain in full force and effect from (date of ratification), 2011 through and including December 31st, 2013 and shall continue in full force and effect from year to year

Thereafter, unless notice of desire to amend or terminate the Agreement is served in writing by either party upon the other at least ninety (90) but no more than one hundred twenty (120) days prior to the expiration date.

Montcalm County, Michigan

International Association of EMTs and  
Paramedics



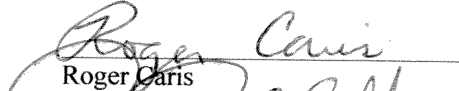
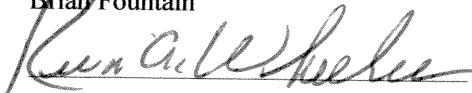
Ron Baker



Brian Fountain



Patrick Carr



Roger Caris



Steven Weignd, I.A.E.P.



Ron Retzloff

**APPENDIX A**

Effective the first pay period on or after the dates indicated, the following classifications and wages shall be in effect. Retroactivity of wages shall apply to January 1, 2011.

<u>January 1, 2011</u>	<u>After</u>				
	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs</u>
Classification					
EMT	9.70	9.85	10.06	11.39	11.57
Specialists	11.57	11.74	13.37	13.57	13.78
Paramedic	14.36	14.62	16.65	16.89	17.14
<u>January 1, 2012</u>					
EMT	9.80	9.95	10.16	11.51	11.68
Specialists	11.68	11.86	13.51	13.70	13.92
Paramedic	14.51	14.76	16.81	17.06	17.31
<u>January 1, 2013</u>					
EMT	9.90	10.05	10.26	11.62	11.80
Specialists	11.80	11.98	13.64	13.84	14.06
Paramedic	14.65	14.91	16.98	17.23	17.48

**Safe Driver Bonus.** Employees may earn up to 1% of earnings for the base period, of November 1 through October 31, based on their driver safety record as determined by the Road Safety program. Drivers must achieve a Level 5 rating or higher to participate. The bonus shall be calculated on a percentage basis: e.g. Level 10 = 1%, Level 5 = 0.5%. The final bonus will be adjusted based on miles driven as follows:

10,800 -	100%
9,720 -	90%
8,640 -	80%
7,560 -	70%
6,480 -	60%
5,400 -	50%
Below 5,400 -	0%

Examples:

- A. \$30,000 base earnings with Level 10 and 11,000 miles driven  
 $\$30,000 \times 0.01 = \$300 \times 1.0 = \$300$
- B. \$30,000 base earnings with Level 8 and 10,000 miles driven  
 $\$30,000 \times 0.008 = \$240 \times 0.9 = \$216$
- C. \$30,000 base earnings with Level 10 and 5,500 miles driven  
 $\$30,000 \times 0.01 = \$300 \times 0.5 = \$150$

The bonus shall be paid with the second payroll of November.

FTO Pay. Unit members delegated field training officer duty will be paid \$1/hour additional for each hour of such assigned duty.