AGREEMENT

BETWEEN

MECOSTA COUNTY BOARD OF COMMISSIONERS

AND

TEAMSTERS LOCAL 214

FOR AMBULANCE DEPARTMENT

Effective January 1, 2023

Terminating December 31, 2026

AGREEMENT 7

PURPOSE AND INTENT 7

ARTICLE 1 RECOGNITION 7

SECTION 1 EMPLOYEES COVERED: 7
SECTION 2 EMPLOYEES NOT COVERED: 8

ARTICLE 2 AID TO OTHER UNIONS 8

ARTICLE 3 RECOGNITION OF RIGHT OF EMPLOYER 8

SECTION 1 RIGHT TO MANAGE WORKFORCE: 8
SECTION 2 RULES: 8
SECTION 3 OTHER AGREEMENTS: 9
SECTION 4 WAIVER: 9
SECTION 5 PAST PRACTICES: 9

ARTICLE 4 UNION SECURITY 9

SECTION 1 UNION DUES, REPRESENTATION FEES: 9
SECTION 2 DEDUCTIONS: 10
SECTION 3 HOLD HARMLESS AND INDEMNIFICATION: 11

ARTICLE 5 UNION REPRESENTATION 11

SECTION 1 CHAIRPERSON: 11
SECTION 2 UNION BARGAINING COMMITTEE: 11

ARTICLE 6 SPECIAL CONFERENCES 12

SECTION 1 PARTICIPANTS: 12
SECTION 2 UNION PRE-CONFERENCE: 12

ARTICLE 7 GRIEVANCE PROCEDURE 12

SECTION 1 DEFINITION: 12
SECTION 2 STEPS OF THE GRIEVANCE PROCEDURE: 12

ARTICLE 8 COMPUTATION OF BACK WAGES 15

ARTICLE 9 DISCHARGE, SUSPENSION, REPRIMAND 15

SECTION 1 DISCHARGE NOTICE: 15
SECTION 2 JUST CAUSE: 15

ARTICLE 10 SENIORITY; PROBATIONARY PERIOD 15

SECTION 1 DEFINITION OF SENIORITY: 15

SECTION 2 PROBATIONARY PERIOD: 15
SECTION 3 TRIAL PERIOD/RECLASSIFICATION: 16
SECTION 4 LEAVES OF ABSENCE DURING PROBATIONARY PERIOD: 16

ARTICLE 11 SENIORITY LISTS 16

SECTION 1 NON-DISCRIMINATION IN SENIORITY: 16
SECTION 2 INFORMATION ON SENIORITY LIST: 16
SECTION 3 EMPLOYER'S OBLIGATION TO MAINTAIN SENIORITY LIST: 17

ARTICLE 12 LOSS OF SENIORITY 17

ARTICLE 13 SENIORITY OF CHAPTER CHAIRPERSON 17

ARTICLE 14 LAYOFF DEFINED 18

SECTION 1 DEFINITION: 18
SECTION 2 NOTICE TO UNION: 18
SECTION 3 ORDER OF LAYOFF: 18
SECTION 4 NOTIFICATION TO AFFECTED EMPLOYEES: 18

ARTICLE 15 RECALL PROCEDURE 18

ARTICLE 16 TRANSFERS 18

ARTICLE 17 PROMOTION 19

SECTION 1 PROMOTION OF STATION COORDINATORS: 19

ARTICLE 18 VETERANS 19

ARTICLE 19 LEAVE OF ABSENCE 19

SECTION 1 PERSONAL LEAVE: 19
SECTION 2 FAMILY LEAVE: 20

ARTICLE 20 RATES FOR NEW JOBS 24

ARTICLE 21 JURY DUTY 25

ARTICLE 22 WORKING HOURS 25

SECTION 1 WORK DAY: 25
SECTION 2 TIMES OF DUTY SHIFTS: 25
SECTION 3 DUTY DAY: 25
SECTION 4 OVERTIME REPORTING GUARANTEE: 25
SECTION 5 CALL IN GUARANTEE: 25
SECTION 6 TOUR OF DUTY: 26

ARTICLE 23 WORK SCHEDULE 26

SECTION 1 SHIFT EXCHANGE: 26
SECTION 2 PROBATIONARY EMPLOYEES AND BIDDING PERIODS: 26

ARTICLE 24 OVERTIME 26

SECTION 1 ELIGIBILITY: 26
SECTION 2 OFFERED TO FULL TIME EMPLOYEES FIRST: 27
SECTION 3 SIGNUP FOR PARTIAL SHIFTS: 27
SECTION 4 MANDATING LIST: 27
SECTION 5 SCHEDULING IN EXCESS OF 48 HOURS: 28
SECTION 6 PYRAMIDING PROHIBITED: 28

ARTICLE 25 SICK LEAVE 28

SECTION 1 RATE OF ACCRUAL: 28
SECTION 2 USE OF SICK LEAVE: 28
SECTION 3 PAYOFF ON SEPARATION: 28
SECTION 4 FITNESS CERTIFICATION: 29
SECTION 5 SICK LEAVE BUYBACK: 29
SECTION 6 NOTIFICATION OF DIRECTOR: 29
SECTION 7 UNPAID SICK LEAVE: 29
SECTION 8 SCHEDULING OF APPOINTMENTS: 29
SECTION 9 ABUSE OF SICK LEAVE: 29
SECTION 10 PREGNANCY: 30
SECTION 11 DIRECTOR'S MANDATION OF SICK LEAVE: 30

ARTICLE 26 WORKERS' COMPENSATION 30

ARTICLE 27 BEREAVEMENT PAY 30

SECTION 1 BEREAVEMENT LEAVE. 30
SECTION 2 STEP-RELATIONS. 31

ARTICLE 28 HOLIDAY PROVISIONS 31

SECTION 1 HOLIDAYS: 31
SECTION 2 HOLIDAYS NOT WORKED: 31
SECTION 3 HOLIDAYS WORKED: 32
SECTION 4 HOLIDAY ELIGIBILITY: 32
SECTION 5 VACATION OR PERSONAL DAY USE ON HOLIDAY: 32

ARTICLE 29 VACATION ELIGIBILITY 32

SECTION 1 RATES OF ACCUMULATION: 32
SECTION 2 PROBATIONARY EMPLOYEES 33
SECTION 3 VACATION CARRY OVER: 33
SECTION 4 WAIVER FOR DISCIPLINARY TERMINATION: 33
SECTION 5 POSTING OF AVAILABLE VACATION SHIFTS: 33

ARTICLE 30 VACATION PERIOD **33**
SECTION 1 SCHEDULING: 33
SECTION 2 NO WAIVER OF VACATION: 34
SECTION 3 SICKNESS DURING SCHEDULED VACATION: 34
SECTION 4 MONTHLY POSTING: 34
ARTICLE 31 VACATION PAY **34**
SECTION 1 PAYMENT ON LAYOFF OR VOLUNTARY SEPARATION: 34
SECTION 2 RATE DURING VACATION: 34
SECTION 3 ADVANCE PAYMENT: 34
ARTICLE 32 PERSONAL LEAVE **34**
ARTICLE 33 HOSPITALIZATION MEDICAL COVERAGE **35**
SECTION 1: HEALTH INSURANCE: 35
SECTION 2: BASIC PLAN: 35
SECTION 3: PREMIUMS: 35
SECTION 4 DENTAL AND VISION COVERAGE: 35
SECTION 5 INSURANCE CARRIERS: 35
SECTION 6 WAIVER: 35
SECTION 7 RETIREE HEALTH CARE: 36
SECTION 8: HEALTH CARE SAVINGS PROGRAM 36
SECTION 9: OTHER INSURANCE OPTIONS: 36
ARTICLE 34 LIFE INSURANCE COVERAGE **36**
ARTICLE 35 PENSIONS **36**
SECTION 1: EMPLOYEES HIRED PRIOR TO JANUARY 1, 2019 36
SECTION 2 FULL TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2019 AND REGULAR PART TIME EMPLOYEES HIRED ON OR AFTER MAY 1, 2021: 37
ARTICLE 36 LIVING QUARTERS **38**
ARTICLE 37 UNEMPLOYMENT INSURANCE **38**
ARTICLE 38 SUB-CONTRACTING **38**
ARTICLE 39 WORK PERFORMED BY SUPERVISORS **38**
ARTICLE 40 TRAINING AND LICENSURE **39**
SECTION 1 LICENSE REQUIRED: 39
SECTION 2 THIRD RIDERS: 39
SECTION 3 FAILURE TO MAINTAIN/LOSS/SUSPENSION OF CERTIFICATION: 39

SECTION 4 CONTINUING EDUCATION: 39
SECTION 5 DRIVERS LICENSE REQUIRED: 39
ARTICLE 41 DISTRIBUTION OF AGREEMENT 40
ARTICLE 42 SEPARABILITY 40
ARTICLE 43 HEADINGS 40
ARTICLE 44 GENDER CLAUSE 40
ARTICLE 45 COURT DUTY 40
ARTICLE 46 BULLETIN BOARD 40
ARTICLE 47 VEHICLE EQUIPMENT 41
ARTICLE 48 SUPPLEMENTAL EMPLOYMENT 41
ARTICLE 49 TERMINATION AND MODIFICATION 42
APPENDIX A WAGE SCHEDULE 43
1. CRITICAL CARE: 43
2. LATERAL HIRES: 43
APPENDIX B DUES AUTHORIZATION FORM 45
APPENDIX C UNIFORMS AND UNIFORM ALLOWANCE 46

AGREEMENT

This Agreement is entered into between the **MECOSTA COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "**EMPLOYER**") and the **TEAMSTERS LOCAL 214** (hereinafter referred to as the "**UNION**").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1 RECOGNITION

Section 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 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:

> Full-time and Regular part-time Emergency Medical Technician Paramedic, Specialist, Basic employed by Mecosta County, but excluding managers, employees not assigned to an FTE (part-time, confidential, casual employees) executives, and all others.
>
> Regular part-time employees shall be construed as employees in the Paramedic or EMT Basic classification regularly scheduled to work forty eight (48) hours or more per pay period. No more than 6 regular part time employees shall be employed at any time.

Section 2 Employees not Covered:

Employees who are not assigned a minimum of a .5 FTE shall not be covered by this agreement. Such employees shall not be used to displace or deprive an employee in the bargaining unit of wages and benefits required to maintain Full Time status.

ARTICLE 2 AID TO OTHER UNIONS

The Employer will not aide, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

The Union agrees that 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 the Employer. 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. The Employer agrees not to lock out employees.

ARTICLE 3 RECOGNITION OF RIGHT OF EMPLOYER

Section 1 Right to Manage Workforce:

Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of its rights, powers and authority, unless and only to the extent that specific provisions of the Agreement curtail or limit such rights, powers and authority. The Union recognizes that the Employer's rights, powers and authority include but are not limited to, the right to direct and manage the work force, including by way of illustration the determination of policies, make or amend rules and regulations, operations, assignments, sub-contracting, hire, promote, demote, transfer, schedules, discipline non-probationary employees for just cause and discharge or terminate for any reason or no reason a probationary employee, layoff of employees, purchasing equipment and maintenance of equipment, except as any of these rights are expressly abridged by or contrary to the specific provisions of this Agreement.

Section 2 Rules:

The Employer shall have, within its discretion, the right to make, amend, supplement or delete reasonable rules and regulations. However, the Union Chapter Chairperson shall receive a copy of any new or modified rule or regulation twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation. If there is concern regarding the reasonableness of the rule or rule change, the Union Chapter Chairperson may request a special conference between the Union, the Director of the Ambulance Department (referred to hereafter as "Director") or his/her representative and the County

Administrator to discuss the rule. The rule change or new rule may become subject to the grievance procedure if it violates a specific term or condition of this contract.

Section 3 Other Agreements:

There are no verbal or written understandings or agreements which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both Employer and the Union.

Section 4 Waiver:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings 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 5 Past Practices:

This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

ARTICLE 4 UNION SECURITY

Section 1 Union Dues, Representation Fees:

The Employer and the Union will not discriminate against any employee because the employee voluntarily chooses to be a member of the Union or to otherwise financially support the Union, nor will the Employer and the Union discriminate against any employee who voluntarily chooses not to be a member of, or not to financially support, the Union. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time may voluntarily continue membership in the Union or voluntarily pay a representative fee to the Union equal to dues and initiation fees uniformly charged for membership

The Employer agrees to deduct voluntarily paid Union dues or Union representation fees from employee's paychecks to become effective the first payday of the month, which is different than the check for employee co-pay on health insurance, following the employee's completion of six (6) months of employment as outlined in this section. The Union dues or representation fees shall be sent to the Union's designated officer.

The Employer also agrees to deduct from an employee's paycheck the voluntarily paid initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes six (6) months of full-time employment, as provided hereunder. This one-time deducted initiation fee shall be made on the first payday of the month, following the employee's successful completion of six (6) months of full-time employment.

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

Section 2 Deductions:

The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union's dues and initiation fee, subject to all of the following conditions:

1. The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

2. All check-off authorization forms shall be filed with the County Clerk, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no check-off shall be made until such deficiency is corrected.

3. 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.

4. The Employer's remittance shall be deemed correct if the Union does not give written notice to the County Clerk within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

6. The Union shall provide at least thirty (30) days written notice to the Controller's Office of the amount of voluntary Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this section. Any changes in the amounts determined will also be provided to the Controller's Office at least thirty (30) days prior to its implementation.

Section 3 Hold Harmless and Indemnification:

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article, or the termination of an employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 5 UNION REPRESENTATION

Section 1 Chairperson:

Employees covered by this Agreement shall be represented by one (1) Unit Chairperson, who shall also act as a steward. The Union shall have the exclusive right to select said Chairperson and a steward in the bargaining unit.

1. The Employer will be notified of the name of an alternate Chairperson who shall serve only in the absence of the regular Chapter Chairperson.

2. The Chapter Chairperson, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer without leaving the job post, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall the Chapter Chairperson leave his/her work for such purpose without first obtaining permission from his/her Supervisor. The Director shall not act arbitrary or capricious in a denial. The Supervisor may require the Chapter Chairperson to present such grievance or grievances during other than working hours in the event that the work force cannot be adequately covered during the time that the Chapter Chairperson desires to investigate and present grievances.

Section 2 Union Bargaining Committee:

1. Employees covered by this Agreement will be represented in negotiations by two (2) negotiation committee members.

2. All bargaining by the parties shall commence at a mutually agreeable time.

3. Employees 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.

ARTICLE 6 SPECIAL CONFERENCES

Section 1 Participants:

Special Conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Union and not more than two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those in the agenda. Conferences shall be held at a mutually agreed upon time. Special conferences shall not be used for further collective bargaining purposes. The members of the Union shall be excused from duty without penalty to attend special conferences held during his/her regularly scheduled work day, but shall not be compensated in any way for the time spent attending conferences which are not held during his/her regularly scheduled work day. This meeting may be attended by a representative of the Union.

Section 2 Union Pre-Conference:

The Union representative may meet on the Employer's property for up to one-half (1/2) hour immediately preceding the conference.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1 Definition:

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 or provisions of this Agreement alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) calendar days of the date the employee knew, or should have known of its occurrence. Any grievance not meeting the definition, as set forth in this article, will be returned to the Chapter Chair without a response. Failing to meet the definition as stated above does not extend the time period of 10 calendar days.

Section 2 Steps of the Grievance Procedure:

An employee having a grievance as above defined shall present it to the Employer as follows:

Step 1. An employee and his/her steward shall submit in writing the grievance to the Director of the Ambulance Department or in his absence,

the County Administrator within the time limits stated in "A" above. The Director shall answer the grievance within ten (10) days after it is received.

The answer of the Director shall not serve as precedent for any other grievances. The Director does not have the authority to provide any employee a benefit which exceeds or is not provided under this contract.

Step 2. If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the County Administrator within five (5) working days after the answer of the Director. The County Administrator shall sign and date the steward's copy. The County Administrator shall respond to the steward in writing within ten (10) working days after receipt of the grievance. The answer of the County Administrator shall not serve as a precedent.

Step 3.

a. If the answer at STEP 2 is not satisfactory, and the Union wishes to carry the grievance further, it shall, within fifteen (15) calendar days from the date of the Employer's answer at STEP 2 notify the Director and the County Administrator, in writing, of their intent to refer the grievance to the Union's Grievance Review Panel. Any appeal to arbitration shall be filed with the Arbitrator, with notice to the Employer, within 60 days of the date of the date of the Employer's answer in STEP 2.

b. Arbitration. The Employer and Union agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first:

   A. Thomas Gravelle

   B. Mario Chiesa

   C. Mark Glazer

   If the arbitrator up for selection is not available, the other arbitrator will be used. If neither of the listed arbitrators are available, the Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the FMCS. A list of five (5) arbitrators will be requested from the FMCS, with each party having the right to strike two (2) names. The arbitrator remaining on the list shall serve as the independent arbitrator.

c. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

d. There shall be no appeal from any arbitrator's decision unless the arbitrator exceeded his/her authority or jurisdiction. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based upon the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

e. A grievance may be withdrawn without precedent and if so withdrawn, all financial liabilities shall be canceled.

f. Any grievance not answered within the time limits by the Employer shall be automatically advanced to the next step.

g. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

h. Only for the purpose of the grievance procedure, a "working day" shall mean Monday through Friday, excluding holidays, as recognized in this Agreement, and shall not include the day on which a grievance is presented or appealed by the Union or returned to it by the Employer.

i. The withdrawal or settlement of grievances by the Union and the settlement of grievances by the Employer will be without precedent to either party.

j. Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator. Grievances on the same subject matter may be combined and heard by a single arbitrator.

k. 1. When remedies are available for any complaint and/or grievance of an employee through any procedure outside of this agreement, such as, but not limited to, a veteran's preference hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize a different 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 a different remedy, 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.

2. This section will not apply when its application would be contrary to or inconsistent with State or Federal law, including but not limited to, civil rights

complaints, federal ADA and Rehabilitation Act complaints, and charges filed with the Michigan Department of Civil Rights or the U.S. Equal Employment Opportunity Commission (EEOC).

ARTICLE 8 COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 9 DISCHARGE, SUSPENSION, REPRIMAND

Section 1 Discharge Notice:

The Employer agrees, upon the discharge or suspension of a non-probationary employee, to notify in writing the employee and his/her steward of the discharge or suspension. The written notice shall contain the reasons for the discharge or suspension. Should the non-probationary discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure.

Section 2 Just Cause:

For all non-probationary employees' discipline shall be for just cause.

ARTICLE 10 SENIORITY; PROBATIONARY PERIOD

Section 1 Definition of Seniority:

Seniority is defined as length of continuous service with the Emergency Medical Service since the employee's most recent appointment into their classification. Regular part time employees seniority shall be accrued on a pro-rated basis, according to their FTE. Active part time employees hired into the unit shall be granted seniority for years of service on a pro-rated basis, based on continuous hours of work. Seniority shall commence after the employee completes the probationary period hereinafter provided for, retroactive to the date of the employee's most recent appointment into their classification. However, seniority for Station Coordinators shall include all time in the Paramedic classification.

Section 2 Probationary Period:

All employees shall be considered probationary employees until the employee has completed six (6) months of continuous service in their classification. The Employer has the right to extend the probationary period of an employee up to an additional six (6) months upon prior notice to the Union and affected employee, and provision of an individualized improvement plan. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this

Agreement, and for no reason or any reason except Union activities, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. 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 for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence.

Section 3 Trial Period/Reclassification:

All reclassified employees shall be considered trial period employees until the employee has completed six (6) months of continuous full-time work in their new classification. The Employer has the right to extend the trial period of an employee up to an additional six (6) months upon prior notice to the Union and affected employee, and provision of an individualized improvement plan. During the trial period following a reclassification, and any extensions thereof, the employee may be returned to their previous classification without recourse to or without regard to this Agreement, and for no reason or any reason except Union activities, and shall not be entitled to the benefits of the grievance procedure as it relates to their return to their prior classification. Upon completion of such trial period, the employee's name shall be placed on the seniority list as of his/her last date of appointment into their classification, provided, however, that if an employee is absent from work for any reason, his/her trial period shall be extended by a period equal to the duration of such absence. If an employee is returned to their prior classification their seniority in that prior classification will be determined from their date of hire into that prior classification, without any loss of seniority.

Section 4 Leaves of Absence During Probationary Period:

If an employee takes an unpaid leave during the probationary period, the probationary period shall be extended for a time period equal to the leave. If a seniority employee takes an unpaid, leave in excess of 12 weeks, the employee's seniority shall not accumulate, but shall remain frozen until their return.

ARTICLE 11 SENIORITY LISTS

Section 1 Non-Discrimination in Seniority:

Seniority shall not be affected by the creed, color, national origin, age, race, sex, or marital status of the employee.

Section 2 Information on Seniority List:

The seniority list on the date of this Agreement will show the date of hire, names and addresses, and classifications of all employees of the unit entitled to seniority.

Section 3 Employer's Obligation to Maintain Seniority List:
The Employer will keep the seniority list up to date and will provide the Chapter Chairperson and Union with up-to-date copies upon request.

ARTICLE 12 LOSS OF SENIORITY

Loss of Seniority. An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

1. He/she resigns or quits.
2. He/she is discharged or terminated and not reinstated.
3. He/she retires.
4. He/she is convicted or pleads guilty to a felony.
5. He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser.
6. Two (2) unexcused absences on a regularly scheduled workday within a twelve (12) month period, unless it is beyond the control of the employee.
7. Unexcused failure to return from a leave of absence of any kind on the specified date for return (including sick leave), unless it is beyond the control of the employee.
8. Intentionally falsifies his/her employment application.
9. Failure to return to work when recalled from layoff as set forth in the recall procedure.

ARTICLE 13 SENIORITY OF CHAPTER CHAIRPERSON

The Chapter Chairperson shall head the seniority list of the unit for the purpose of layoff only during his/her term of office, provided he/she has the immediate ability and qualifications to perform the remaining work.

ARTICLE 14 LAYOFF DEFINED

Section 1 Definition:
The word "layoff" means a reduction in the work force.

Section 2 Notice to Union:
In the event of a layoff, the Employer shall meet with the Chapter Chairperson at least fourteen (14) days prior to the effective date of layoffs. At such meeting the Employer shall submit a list of the employees scheduled for layoff, their names, seniority, departments, classifications and work locations. After the meeting, if the Union believes that the Employer violated the terms of this Article, the matter shall be submitted at the final step of the grievance procedure.

Section 3 Order of Layoff:
When a layoff takes place, employees not entered on the seniority list in the classification affected by the layoff shall be laid off first. Thereafter, employees in the classification affected by the layoff having seniority shall be laid off in the inverse order of their seniority, i.e., the least-senior employee in the affected classification on the seniority list will be laid off first.

Section 4 Notification to Affected Employees:
Employees to be laid off will receive at least seven (7) days advance notice of the layoff.

ARTICLE 15 RECALL PROCEDURE

If there is an increase in the job classification of the laid-off employee, recall of laid-off employees will be made in order of seniority, the most senior employee being recalled first. If an employee cannot be contacted personally, the Employer will send a certified letter notifying the employee of his/her recall to work and the date of his/her return. The Employer shall send the notice to the employee's last known address given to the Employer by the employee. Any employee notified in accordance with the above, who fails to report for work within five (5) days after notice has been sent/given shall be considered to have quit.

ARTICLE 16 TRANSFERS

Transfers of Employees. If an employee transfers to a position within the Ambulance Department not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees

transferring back to the bargaining unit under the above circumstances shall retain all rights for the purpose of any benefits provided in this Agreement.

ARTICLE 17 PROMOTION

Section 1 Promotion of Station Coordinators:

Promotion into a Station Coordinator position is an appointment, and Coordinator duties shall be in addition to the job description requirements. Station Coordinator promotions shall be filled following an oral interview. Oral interviews will conducted by the Director and at least one Station Coordinator. The Director will then make a recommendation to the County Administrator prior to appointment.

The number of Station Coordinators shall be at the discretion of the Employer.

An individual who is a Station Coordinator remains covered by the agreement. The Schedule and Station assignment of Station Coordinators will be at the discretion of the Director. The Employer has the right to demote for cause.

ARTICLE 18 VETERANS

The re-employment rights of employees after their period of military service with the Armed Forces of the United States will be in accordance with all applicable laws and regulations.

ARTICLE 19 LEAVE OF ABSENCE

Section 1 Personal Leave:

A. An employee may request a personal leave of absence for a period not to exceed one hundred and eighty (180) calendar days in any one (1) calendar year for leaves not authorized under Section 2 below. All requests must be made in writing and for leaves of absences of up to forty-five (45) calendar days approval must be obtained from the Director. For unpaid personal leaves of absence in excess of forty-five (45) calendar days up to one hundred eighty (180) calendar days, approval must be obtained from the Director and the County Board of Commissioners. Such approvals will be within the Director and Board of Commissioners sole discretion, but denials shall not be arbitrary and capricious. A personal leave of absence may be granted in cases of illness in the immediate family not covered under Section 2, to attend an educational institute, or for other reasons deemed justifiable by the Director. All personal leaves of absence shall be without pay, and the employee will not accumulate sick leave or vacation time, nor will the employee be paid for

holidays which may fall during his/her leave. When a leave of absence is granted for more than forty-five (45) calendar days for whatever reason, the Director does not guarantee that the employee will be reinstated in his former position. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications.

B. Unpaid leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for an unpaid leave of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence may result in immediate termination of employment.

Section 2 Family Leave:

A. General

1. All full-time employees who have completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request a Family and Medical Leave Act ("FMLA") leave of absence for a period not to exceed twelve (12) weeks (84 days) in any one calendar year. All foreseeable requests must be addressed to the Controller/Administrator in writing not less than thirty (30) days before the date the leave is to begin and must include the reason for the request, give the expected duration of the leave and be approved by the Controller/Administrator. Unforeseeable leave requests must be provided to the Controller/Administrator as soon as practicable. The FMLA leave of absence shall commence when the employee takes his/her first day off associated with the Family Medical Leave Act, or when the employee takes time off allowed under the FMLA, whichever is sooner. A FMLA leave of absence may be granted in the following cases:

   (a) A serious health condition that makes the employee unable to perform the functions of his/her position;

   (b) In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;

(c) Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter; or

(d) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

2. The employee is required to exhaust all accrued paid leave (comp time, sick leave, vacation leave etc.) prior to an unpaid leave of absence.

3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.

4. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.

5. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

6. It is the intent of the Employer that this Manual fully comply with the requirements of the Family and Medical Leave Act of 1993.

B. Continuation of Benefits All unpaid family leaves of absence shall be without pay and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees who have at least 1250 hours of service in the past year

(12) months, for up to twelve (12) weeks while the employee is on approved family leave of absence. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave time, vacation time, approved personal leaves, and family leave under this Section, and

the Employer shall have no obligation to pay health care premiums for the employee on unpaid leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverages at their own expense during an unpaid family leave of absence after the periods noted above to the extent required by federal law. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period. Such leave, up to a maximum of twelve (12) weeks, if granted, will be allowed and credited as continuous service, i.e. seniority continues for the twelve (12) weeks only.

C. Reinstatement After Leave When a family leave of absence is granted for more than twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer. 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. When an employee returns from a family leave of absence of less than twelve (12) weeks, he or she shall be returned to an equivalent position, as required by law. However, there is no guarantee that the employee will return to the position, shift, or station that they left.

D. Notice For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;

2. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

E. Certification for Medical Leaves For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

1. The date on which the serious health condition commenced;

2. The probable duration of the condition;

3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;

4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;

5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;

6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;

7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and

8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition,

or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

F. Second Opinion In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.

G. Resolution of Conflicting Opinions When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.

H. Subsequent Recertification The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

I. Return-To-Work Certifications The employee shall submit a medical certification as to the employee's ability to resume work after 1) all unpaid leaves in excess of thirty (30) days taken for the employee's health or injury reasons; 2) all unpaid leaves taken for the employee's mental health reasons; and 3) after any absence from work during which the employee received workers compensation benefits. Employees shall be provided specific notice that a return to work certificate is required when they go on unpaid leave, or when it is determined that the leave will require such a return to work certification.

ARTICLE 20 RATES FOR NEW JOBS

The Board of Commissioners reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Board shall notify the Union prior to it becoming effective. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Board in writing, within five (5) days after receipt of notice from

the Board. The Board or its designated representatives shall meet and discuss the same, if notified by the Union within that five (5) day period. In the event the parties cannot reach an agreement, the Board may implement its last best offer after mediation through PERA.

ARTICLE 21 JURY DUTY

An employee who serves on jury duty during their normal working hours will be paid the difference between his/her pay for court duty and his/her regular rate of pay, provided that the employee provides proof of the payment made by the court. In addition, to be eligible for the above, the employee must return to work after their court duty has been completed.

ARTICLE 22 WORKING HOURS

Section 1 Work Day:

The workday shall begin at 7:00 a.m. and shall continue for the next twenty-four (24) consecutive hours ending at 7:00 a.m. The weekly schedule shall be determined by the Director who may change any schedule upon seven (7) days prior notice, or sooner in the event of manpower shortages due to vacations, illness, workers' compensation leaves, approved leaves, sick leave, vacancies, etc., or emergencies. The above is not intended as a minimum guaranteed number of work hours, and in the event no work is available as a result of mechanical failure of equipment, i.e. ambulances and/or Department passenger vehicles, the Director shall have the authority to alter work hours accordingly.

Section 2 Times of Duty Shifts:

Times of duty shifts to be posted a minimum of seven (7) days in advance and shall remain stable for a minimum of two (2) calendar months subject to changes required by emergencies, etc. (see above). (The Employer agrees to consider employees' requests for assignments.)

Section 3 Duty Day:

A "duty day" for regular full-time employees shall be twenty-four (24) or twelve (12) hours and an employee shall be paid for all hours during the “duty day”.

Section 4 Overtime Reporting Guarantee:

An employee reporting for overtime shall be guaranteed at least two (2) hours' pay.

Section 5 Call in Guarantee:

If an employee is called in to provide coverage, that employee shall receive two (2) hours call in time. In the event the call in extends beyond two (2) hours, the employee shall be compensated at their rate of pay accordingly. Employees are not required to stay for

the two (2) hours if coverage is secured from another unit becoming available. Call in pay is secured if the call in is canceled due to change in system status prior to the employee's arrival at the station.

Section 6 Tour of Duty:

The following schedule will be followed:

An average of a forty eight (48) hour workweek, which may consist of twenty four and/or twelve (12) hour shifts. No employee will be regularly scheduled for more than forty eight consecutive hours.

This does not reflect exact schedule, only an outline.

ARTICLE 23 WORK SCHEDULE

Section 1 Shift Exchange:

Employees may exchange shifts with prior approval of the Director. Exchanges shall be within the same week and shall not increase the employee's overtime.

Section 2 Probationary Employees and Bidding Periods:

The Director will make schedule and station assignments for all probationary employees. Following the Director's assignments the remaining schedule and station assignments will be bid by order of seniority. The available schedule and station assignments will be opened for bid no more than two (2) times annually. The bid periods will be January through June and July through December. Newly bid shifts will begin the first pay period following January 1st and July 1st of each year. A minimum of three (3) assignments per station will be available for bid. Bid sheets will be posted a minimum of eight (8) weeks prior to the start of the new bid period with the new schedule posted not less than four (4) weeks prior to implementation. The employer may assign an employee to cover a position at another station to facilitate coverage.

ARTICLE 24 OVERTIME

Section 1 Eligibility:

Time and one-half will be paid for all hours worked in excess of forty (40) hours in a week. The workweek begins on Friday at 7:00 a.m. and ends on Friday at 7:00 a.m. A pay period is two (2) consecutive workweeks. Vacation or sick leave taken in at least full shift increments (24 or 12 hours) shall be counted as hours worked for overtime.

Section 2 Offered to Full Time Employees First:

The Employer may fill vacancies by first offering the vacancies to part time employees. Shifts that are not filled after being offered to part time employees, for the first four days the shift is posted, may be filled by any full time employee as long as the shift does not conflict with section 5 of Article 24. Shifts may be split into a minimum of six (6) hour blocks only.

Section 3 Signup for Partial Shifts:

An employee who signs up for ½ of an overtime shift shall be responsible for the entire shift if no other employee voluntarily agrees to fill the other half.

Section 4 Mandating List:

All full-time employees will be listed in order of extra shifts they have filled. The top of the list is the employee that will be mandated next if needed. An employee shall have his/her name ~~is~~ moved to the bottom of the list when;

a. Employee works a minimum of twelve (12) hours of an overtime shift voluntarily on an ambulance as a crew member.
b. Employee works a partial/full shift for another employee so that employee can attend an education class this is approved by the Director.
c. Employee works a scheduled standby.
d. Employee works a scheduled transfer.

The employee shall notify the Scheduler or the Director within seventy-two (72) hours of working the overtime. Failure to do so shall result in not being moved down on the mandating list. Refusal to work overtime in the polling process does not move your name down the list. Polling will be done as a last resort to fill a shift.

Employees shall not be mandated for the following reasons:

If working the shift would put the employee on more than forty-eight (48) consecutive hours.

While on education that is directly related to employment and approved by the Director.

Vacation or sick time starting with the first scheduled day off duty to the first day scheduled to return to duty.

If the shift to be filled may be filled by an EMT or EMT-S, the EMT or EMT-S nearest the top of the mandation list shall be mandated in lieu of a Paramedic.

The Director may work any and or all duty shifts that would not displace a full-time employee and may work any duty shifts that have been passed up by full-time employees.

Section 5 Scheduling in Excess of 48 Hours:

No employee will be allowed to volunteer for or exchange shifts so they would be scheduled for a period of more than forty eight (48) hours consecutively. In emergency circumstances, authorized by the Director, exceptions may be made.

Section 6 Pyramiding Prohibited:

Notwithstanding any contrary provision, premium payments shall not be duplicated for the same hours worked.

ARTICLE 25 SICK LEAVE

Section 1 Rate of Accrual:

All full-time non-probationary employees covered by this Agreement shall earn 9.6 hours of sick leave per calendar month, non-probationary regular part-time employees shall earn sick leave pro-rated to the FTE, with unlimited maximum accumulation, except as provided otherwise hereunder. Notwithstanding anything to the contrary elsewhere in this Agreement, probationary employees shall not be eligible to earn sick leave time during their probationary period and may not use paid sick leave until they have completed their probationary period with the Employer. However, upon successfully completing their probationary period, employees will have credited to their sick leave accumulation the sick leave time that they would have earned during their probationary period. Any necessary time off during the probationary period shall be approved by the Director and shall be unpaid.

Section 2 Use of Sick Leave:

Sick leave may be utilized during an employee's period of absence from work due to an illness or injury. Up to forty-eight (48) hours of sick leave may be used annually for an absence due to illness in the employee's immediate family, which is limited to the employee's spouse and children.

Section 3 Payoff on Separation:

Up to half (1/2) of all unused sick leave days will be paid upon retirement or resignation of an employee with eight (8) or more years of continuous full-time service, or death of an employee, up to a maximum of five hundred seventy six hours (576).

An employee with twenty (20) or more years of full-time service will, upon separation from County Service, or death, receive an additional one quarter (1/4) of his/her unused sick leave to a maximum of two hundred eighty-eight hours (288). The additional one quarter (1/4) sick leave payout shall be deposited into the employee's health care savings account, or in the case of death to the employee's estate.

Regular part-time employee shall be eligible for a payoff pro-rated to their FTE.

Section 4 Fitness Certification:

The Director may require that an employee present medical certification of his/her physical or mental fitness to continue working in the event there is reasonable cause to believe that the employee is having difficulty.

Section 5 Sick Leave Buyback:

If an employee uses Forty (40) sick hours or less during a calendar year, the Employer will pay fifty percent (50%) of the sick leave earned by and not used by the employee for that year. Regular part time employees using twenty (20) sick hours or less shall be eligible for buyback. This does not apply to sick leave already earned and accumulated prior to January 1, 1986. The remaining earned sick leave not paid off or used will be accumulated. The employee has the option, as to whether they want to be paid off sick leave as noted above or whether they want to accumulate same. Employees exercising this option will be paid with the first pay period in December.

Section 6 Notification of Director:

Employees must notify the Director or his/her designee at the earliest opportunity when they will be off work because of illness. Employees learning of any personal physical condition which is likely to cause their absence from work shall notify their immediate Supervisor as soon as the condition is known. The Employer may require a doctor's certificate as to the time that it is likely the employee will have to be absent because of the physical condition.

Section 7 Unpaid Sick Leave:

After an employee has exhausted earned sick leave, then such sick leave shall be without accumulation or receipt of any fringe benefits, such as but not limited to; vacation and holiday pay.

Section 8 Scheduling of Appointments:

Sick leave may be utilized by an employee for his/her appointments with a doctor or dentist to the extent of time required to complete such appointments when it is not possible to arrange those appointments on non-duty hours. Under such circumstances, the employee shall make a request for sick leave use at least forty-eight (48) hours in advance unless emergency conditions exist.

Section 9 Abuse of Sick Leave:

Abuse of sick leave is cause for dismissal. Sick leave time shall be used only in the event of the employee's illness or injury, or doctor and dental appointments. Employees must return to work after such doctor or dental appointments or provide verification from their physician of their inability to return to work. All sick leave used shall be verified by the

employee with evidence as the Director may require which could include a doctor's verification when the Employer has reasonable cause to believe that an employee is abusing sick time. Falsification of such evidence shall be cause for disciplinary action, including discharge. Until the required documentation is provided, all absences will be considered lost time and the employee's pay will be reduced accordingly.

Section 10 Pregnancy:

Employees who become ill due to their pregnancy shall adhere to and utilize the sick leave provisions as provided hereunder.

Section 11 Director's Mandation of Sick Leave:

The Director can mandate sick time and send and employee home if, in his opinion the employee should not be working due to illness, and when an employee's illness poses a risk to the employee, fellow employees, or patients.

ARTICLE 26 WORKERS' COMPENSATION

Each employee will be covered by the applicable Worker's Compensation Laws. In addition, the Employer agrees to allow an employee to make up the difference between Workers' Compensation and an employee's applicable net weekly earnings by using accumulated sick leave.

An employee who is off work while covered by Workers' Compensation will have medical insurance and life insurance coverage continued, after all of his/her sick leave and vacation time are exhausted, for up to twelve (12) months to be paid for by the County. Thereafter, the employee may continue his/her medical insurance and/or life insurance for a period determined by the insurance carriers by paying the full cost of the premium. Payments shall be made through the County Clerk's Office.

ARTICLE 27 BEREAVEMENT PAY

Section 1 Bereavement Leave.

A. When death occurs in an employee's immediate family, the employee on request will be excused for up to three (3) calendar days immediately following the date of death, provided he/she attends the funeral. Immediate family is defined as follows: Spouse, children, stepchildren, mother, father, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, grandparents of an employee's spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle. An additional one (1) day of leave shall

be granted in cases in which the funeral or memorial services for the deceased are held outside the State of Michigan. In instances where the burial is on a date different from the funeral or memorial, the employee may be allowed two (2) days of bereavement leave upon the EMS Director's approval. Employees are also eligible for funeral leave if acting as a pallbearer in any funeral. Should a death occur among the following family members (i.e., spouse, child, parent) of an employee, the employee shall be allowed two (2) additional days with pay using sick leave days or vacation leave days. The choice to use sick or vacation leave for the additional days will be at the employee's discretion.

B. Absence to act as pallbearer or serve as a participant in a funeral service, other than under A above shall be limited to one (1) day, deducted from the employee's sick or vacation leave bank.

Section 2 Step-Relations.

Step-parents, step-brothers and step-sisters shall also be included.

ARTICLE 28 HOLIDAY PROVISIONS

Section 1 Holidays:

The paid holidays are designated as a twenty-four (24) hour period commencing at 7:00 a.m. on:

New Year's Day
President's Day
Martin Luther King Jr. Day
Memorial Day
Juneteenth (June 19th)
July 4th before
Labor Day
Veteran's Day
Thanksgiving
Day After Thanksgiving
Day before Christmas Day
Christmas Day

Section 2 Holidays Not Worked:

Eligible employees not working on the designated holiday times, as defined in Section 1, will be paid eight (8) hours pay at their current rate for holidays. Holiday pay for hours not worked shall not be included in any overtime pay calculation.

Section 3 Holidays Worked:

In lieu of the eight (8) hours provided in Section 2, double time will be paid for all hours worked during the times designated as holidays as are defined in this Agreement, but only if the conditions stated in Section 4 are adhered to by the employee. Employees working between 11:00 a.m. and 3:00 p.m. on Good Friday shall receive an additional four (4) hours pay. Regular part-time employees will be paid double time of all hours worked during the times designated as holidays and in compliance with Section 4.

Section 4 Holiday Eligibility:

Employee eligibility for holiday pay is subject to the following conditions and qualifications:

1. An employee who is scheduled to work on a holiday but fails to report to work and is not excused by the Director or his/her designee shall not be entitled to holiday pay and may be subject to disciplinary action.

2. The employee must not be on a leave of absence, layoff, or disciplinary suspension.

3. In order to receive holiday pay, the employee must work his/her regularly scheduled work day, unless excused by the Director or his/her designee before and after the holiday in order to be eligible for the holiday pay.

Section 5 Vacation or Personal Day Use on Holiday:

Requests for vacation or personal days, which fall on a holiday, as defined under Article 28, Section 1, shall not be subject to the mandation process. Employees wishing to take either personal or vacation leave, to cover a holiday, must secure their own coverage for that day. Failure to do so will result in denial of the personal or vacation leave request. This section shall not apply to vacation requests covering a block of three or more consecutive duty days.

ARTICLE 29 VACATION ELIGIBILITY

Section 1 Rates of Accumulation:

Vacation will be earned on the following schedule, regular part-time employees vacation accumulation shall be pro-rated to their FTE.

LOS	RATE OF ACCUMULATION
0-6mos	**4.8** hours per month

6mo-5yr	**9.6** hours per month
5-10yrs	**14.4** hours per month
10 yrs	**16** hours per month

Section 2 Probationary Employees

Notwithstanding anything to the contrary elsewhere in this Agreement, probationary employees shall not be eligible to earn vacation time during their probationary period and may not use paid vacation until they have completed their probationary period with the Employer. However, upon successfully completing their probationary period, employees will have credited to their vacation accumulation the vacation time that they would have earned during their probationary period. Any necessary time off during the probationary period shall be approved by the Director and shall be unpaid.

Section 3 Vacation Carry Over:

No more than one hundred forty four (144) hours vacation can be carried over from year to year. Any employee who has over one hundred forty four (144) hours vacation at the end of the year will automatically have the hours over one hundred forty four (144) hours paid. This will be paid the first pay period of December. Regular part time employees vacation carry over shall be pro-rated to .their FTE:

Section 4 Waiver for Disciplinary Termination:

Any and all rights to payoff of vacation or sick time is waived if the employee is terminated for disciplinary reasons.

Section 5 Posting of Available Vacation Shifts:

Vacation requests shall be submitted on the current on-line schedule software used by the county. Vacation shifts available will be posted and approved on the current on-line schedule software used by the county. During the first four (4) days any part-time employee can sign up for the open shift on a first-come first-serve basis. After the first four (4) days any part-time or full-time employee can sign up for the open shift on a first-come first-serve basis. If the open shift is not covered within three (3) days prior to the date of departure the director will refer to Article 24 for coverage of the open shift.

ARTICLE 30 VACATION PERIOD

Section 1 Scheduling:

Vacation will be granted at such time during the year as requested by the employee, if it does not interfere with the proper operation of the Department, as determined by the Director. Vacation request should be received by the director at least fourteen (14) days prior to the intended date of absence. Vacation requests will be reviewed and approved on

a first come first serve basis. Any vacation request not received by the director with less than fourteen (14) days notice may be approved pending adequate staffing.

Section 2 No Waiver of Vacation:

A vacation may not be waived by an employee and extra pay received for work during the period.

Section 3 Sickness During Scheduled Vacation:

If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. The Employer may require medical verification.

Section 4 Monthly Posting:

Vacation time will be posted on a monthly basis.

ARTICLE 31 VACATION PAY

Section 1 Payment on Layoff or Voluntary Separation:

If an employee is laid off or retired, or severs his/her employment, he/she will receive any earned unused vacation credit including that accrued in the current calendar year.

Section 2 Rate During Vacation:

Vacation shall be paid at an employee's regular rate of pay. An employee while on paid vacation will receive all benefits provided for in this Agreement. . Vacation leave taken in at least full day increments (24 or 12 hours) shall be counted as hours worked for vacation accrual purposes.

Section 3 Advance Payment:

An employee may receive his/her vacation pay on the pay day immediately in advance of his/her vacation period provided the employee serves written notice of such a request on the Director at least three (3) weeks in advance of his/her vacation period.

ARTICLE 32 PERSONAL LEAVE

Each full-time non-probationary employee shall be entitled to use forty eight (48) hours personal leave per year to be taken from his/her accrued sick leave. Personal leave does not accumulate if not used. Personal leave may be taken the same as vacation is permitted as stated under Article 30.

ARTICLE 33 HOSPITALIZATION MEDICAL COVERAGE

Section 1: Health Insurance:

The County will provide health insurance coverage for all full-time employees, employees regularly working over thirty (30) hours per week, and their dependents. The Employer agrees not to reduce or create positions solely to eliminate paying benefits. The insurance coverage will be a basic insurance plan consisting of the Blue Care Network Healthy Blue Living 5 Plan as described in the Mecosta County Plan Document, or its equivalent. For 2023 the employer shall offer three options of Healthy Blue Living: an HBL 250 deductible, an HBL 500 deductible and an HBL 1000 deductible. The parties agree to an annual opener as to Article 33.1, if requested in writing by either party by August 1st of any year.

Section 2: Basic Plan:

The basic insurance program shall include a $10.00 generic/$40.00 Brand name prescription drug rider with the Blue Care Network Two Tier Closed Formulary Plan with contraceptive coverage.

Section 3: Premiums:

The employee premium cost share shall be 10% for each classification (single/two party/family) so long as the resulting Employer premium cost share for each classification does not exceed the PA 152 caps. If the premium increases to more than 110% of the cap for any classification the employee premium cost share shall be the amount over the cap.

Section 4 Dental and Vision Coverage:

The County agrees to provide dental coverage and vision care coverage for all full-time employees and their dependents.

Section 5 Insurance Carriers:

The Employer retains the right to change insurance carriers or go to self-insurance, provided comparable insurance is provided.

Section 6 Waiver:

Bargaining unit members who are personally covered under another health insurance program, i.e., through spouse's or parents' employer, and therefore not electing health insurance coverage may receive $5,000 annually, if waiving health insurance, and $5,500 annually if waiving health, dental and vision insurance. The waiver amount may be applied to an IRA in the employee's name or be paid as additional compensation. An employee electing this option bears the risk of being denied coverage later for pre-existing conditions and shall only be eligible to enroll as determined by the insurance carrier according to the Health Insurance Portability and Protection Act (HIPPA). If an employee chooses, they may waive Dental and/or Vision Coverage and apply the premium amount to

the employee's share of the premium for Hospitalization Insurance. If the waived coverage exceeds the employee's share of the premium for Hospitalization Insurance, no refund will

be made to the employee. Employees waiving Dental and/or Vision Coverage will only be allowed to re-enroll for these coverages during the annual open enrollment period. Employees may only elect to waive during the annual open enrollment period.

Section 7 Retiree Health Care:

Employees who retire from County service, at their own expense, may continue health insurances and dental insurance, for themselves and their spouse at the time of retirement, by paying the premiums. Coverage and premiums for retirees, prior to eligibility for Medicare, will be the same as that of active employees. An employee's surviving spouse covered under the County's Retiree Health Insurance, may at their own expense, continue group health, dental, and vision insurance by paying the premiums. The above is contingent upon the insurance carriers permitting retired employees being allowed to pay for same.

Section 8: Health Care Savings Program

Health Care Savings Program: The County agrees to participate in the MERS Health Care Savings Program contingent upon all EMS employees agreeing to participate. The County will contribute five dollars ($5) per month to the program for each eligible employee. Additional Employee contributions will be in accordance with MERS Program Requirements.

Section 9: Other Insurance Options:

The Union may request another Health Care Plan, if agreed to the members shall pay 100% of the premium cost over the employer share of the HBL 5 Plan. If the County offers another healthcare plan, to any unit, Teamsters members shall be allowed to voluntarily enroll in that plan. This does not apply to any Public Act 312 award of another plan.

ARTICLE 34 LIFE INSURANCE COVERAGE

Life insurance coverage for full-time employees will be $20,000.00 and accidental death and dismemberment insurance will be $40,000.00 per employee ($20,000.00 life plus $20,000.00 accidental death and dismemberment).

ARTICLE 35 PENSIONS

Section 1: Employees hired prior to January 1, 2019

Employees hired before January 1, 2019 shall be covered under the Michigan

Municipal Retirement System (MERS) Defined Contribution Plan (D/C) When an employee is hired the employee will have two options to choose from. The employee's option choice is final and irrevocable.

Option 1: The employer contributes six percent (6%) of the employee's salary to the retirement plan and the employee contributes zero percent (0%).

Option 2: The employer contributes nine percent (9%) of the employee's salary to the retirement plan and the employee contributes three percent (3%) of salary to the plan.

Vesting of the D/C plan will be in accordance with the following schedule:

Completed Years of Service	Percent vested
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years	100%

Section 2 Full Time Employees hired on or after January 1, 2019 and Regular Part Time Employees hired on or after May 1, 2021:

Full-time employees hired on or after January 1, 2019, and regular part-time employees hired on or after May 1, 2021, shall be covered under the Michigan Municipal Retirement System (MERS) Defined Contribution Plan (D/C) When an employee is hired the employee will have two options to choose from. The employee's option choice is final and irrevocable.

Option 1: The employer contributes four percent (4%) of the employee's salary to the retirement plan and the employee contributes zero percent (0%).

Option 2: The employer contributes seven percent (7%) of the employee's salary to the retirement plan and the employee contributes five percent (5%) of salary to the plan.

Vesting of the D/C plan will be in accordance with the following schedule:

Completed Years of Service	Percent vested
2 years	20%
3 years	40%
4 years	60%

5 years	80%
6 years	100%

ARTICLE 36 LIVING QUARTERS

The Employer agrees to provide adequate cooking and living facilities at all its full time stations.

ARTICLE 37 UNEMPLOYMENT INSURANCE

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

ARTICLE 38 SUB-CONTRACTING

Notwithstanding any other contrary provision in this contract, the Board of Commissioners reserves the right to sub-contract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Board, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. The only limitation is that the Employer cannot close only one (1) station (Altona, Big Rapids, or M-66) and then subcontract out the work of only the closed station. However, nothing shall preclude the Employer from closing only one (1) station as long as it does not subcontract out the closed station's work. Prior to subcontracting bargaining unit work, the Board shall provide sixty (60) calendar days notice to the Union if employees are to be laid off. Upon request, the Board or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the above sixty (60) day period. However, the decision to subcontract is not grievable and shall be within the Board's sole discretion. In the event that the employee(s) scheduled to be laid off due to subcontracting does not find other employment by the third week after being laid off, then under such circumstances, the Board shall provide two (2) weeks severance pay to that employee(s).

ARTICLE 39 WORK PERFORMED BY SUPERVISORS

Supervisors may perform bargaining work at any time.

ARTICLE 40 TRAINING AND LICENSURE

Section 1 License Required:

All full or regular part-time employees covered under this agreement must maintain their license at the level of an Emergency Medical Technician, Emergency Medical Technician Specialist, or Paramedic.

All licensed employees must be approved by North Central Medical control and maintain medical control privileges.

Failure to meet any of the above will result in immediate termination without recourse through the grievance procedure or against the Employer or Union.

Section 2 Third Riders:

"Third riders" shall be limited to: New EMT employees, trainees from EMT classes, a certified or licensed EMT for continuing education purposes and persons authorized by the Director of the Emergency Medical Service.

Section 3 Failure to Maintain/Loss/Suspension of Certification:

Notwithstanding any other provision contained in this Contract to the contrary, it is expressly understood and agreed to between the parties that in the event that any employees covered under this Collective Bargaining contract loses or has revoked any required license, North Central Medical Control privileges, or certification, they will automatically lose their employment. Any employee who is suspended from practice by a state or local official shall be suspended without pay and benefits until reinstated by that official. An employee may use accrued vacation time during the suspension.

Section 4 Continuing Education:

Continuing Education is defined as any training that is required under state law to maintain current license or Additional Educational Requirements as set forth by the North Central Medical Control Board to maintain approved status within Mecosta County, and shall be offered in house by the Department. Requests for funding for outside training shall be in writing and submitted for approval at least 30 days in advance. The employer will only reimburse the cost of training attended with prior approval of the Director.

An employee who fails, in the course of their license, to continue to seek annual courses and attend regularly available continuing education courses will not be granted special considerations to obtain continuing education credits.

Section 5 Drivers License Required:

All employees of Employer are required to possess and maintain a valid State of Michigan driver's license. Suspension, revocation of same shall result in termination. It is the employee's responsibility to maintain including fees a valid driver's license.

ARTICLE 41 DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy to all new employees.

ARTICLE 42 SEPARABILITY

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 43 HEADINGS

The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

ARTICLE 44 GENDER CLAUSE

Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa.

ARTICLE 45 COURT DUTY

An employee who is subpoenaed to appear in Court, or give a deposition, on behalf of the Employer while off duty shall be paid a minimum of two (2) hours at one and one half (1 1/2) times the employee's regular hourly rate.

ARTICLE 46 BULLETIN BOARD

The Employer will provide a bulletin board at each station, which may be used by the Union for posting notices pertaining to Union business. No political or derogatory materials are allowed to be posted. The union is responsible for all material posted on the bulletin board.

ARTICLE 47 VEHICLE EQUIPMENT

The Employer agrees to install in each new emergency vehicle an AM/FM radio with speakers in the driver's compartment. The radio shall not be turned on during radio transmissions and will be used with discretion regarding the patients' well being.

ARTICLE 48 SUPPLEMENTAL EMPLOYMENT

Supplemental employment is not encouraged, but is permitted under the following conditions.

Supplemental employment must in no way conflict with the employee's hours of employment with Mecosta County EMS, or in quantity or interest conflict in any way with satisfactory and impartial performance of their duties, as determined by the EMS Director.

The EMS Director shall be notified in writing prior to any employee engaging in supplemental employment, specifying the job duties, dates and time anticipated for any supplemental employment. Such notice shall be provided to the Director a minimum of seventy two (72) hours prior to engaging in the employment.

Employee shall inform the Director or their immediate supervisor of any contemplated changes in the supplemental employment.

To the extent that supplemental employment prohibits personnel from being able to perform their duties for Mecosta County EMS, due to insufficient rest affecting quality of care, the employee may be ordered to go home and will not receive any pay for the remainder of the shift. The employee shall also be subject to disciplinary action.

ARTICLE 49 TERMINATION AND MODIFICATION

This Agreement shall become effective January 1, 2023 and shall continue in full force and effect until 11:59 p.m., December 31, 2026.

MECOSTA COUNTY BOARD OF COMMISSIONERS

DATE: 12/15/22

William Rowley
Chairperson

TEAMSTERS LOCAL 214

DATE: 12/20/2022

BY:

DATE: 12-21-2022

BY:

DATE:

BY:

APPENDIX A WAGE SCHEDULE

	2023			
	Start	1 year	2 year	3 year
EMT	$16.25	$16.75	$17.24	$18.11
EMT/Station Coord.	$18.03	$18.58	$19.12	$20.09
Paramedic	$21.42	$22.07	$22.74	$23.90
P/Station Coord.	$23.75	$24.48	$25.24	$26.53

	2024			
	Start	1 year	2 year	3 year
EMT	$16.90	$17.42	$17.93	$18.84
EMT/Station Coord.	$18.75	$19.32	$19.88	$20.89
Paramedic	$22.28	$22.96	$23.65	$24.85
P/Station Coord.	$24.70	$25.46	$26.25	$27.59

	2025			
	Start	1 year	2 year	3 year
EMT	$17.58	$18.12	$18.64	$19.59
EMT/Station Coord.	$19.50	$20.09	$20.68	$21.72
Paramedic	$23.17	$23.88	$24.60	$25.85
P/Station Coord.	$25.69	$26.48	$27.30	$28.69

	2026			
	Start	1 year	2 year	3 year
EMT	$18.28	$18.84	$19.39	$20.37
EMT/Station Coord.	$20.28	$20.90	$21.50	$22.59
Paramedic	$24.09	$24.83	$25.58	$26.88
P/Station Coord.	$26.72	$27.53	$28.40	$29.84

1. **Critical Care:**
   An additional one dollar ($1.00) per hour shall be paid to employees with Critical Care Paramedic certifications designated by the Director for Critical Care Paramedic assignments. The Director shall determine within the Director's discretion the number of employees and which employees will be designated for these assignments.

2. **Lateral Hires:**
   At the request of the Director, the Employer may offer a prospective Employee who is currently a Michigan Licensed Paramedic (hereinafter referred to as Paramedic), or who is immediately eligible for licensure as a Paramedic, and who has two (2) or more years of service as a Paramedic within the preceding four (4) years, a lateral hire to enter the pay

scale at the (1) year rate of pay upon hire. Any Lateral Hire offer shall be authorized and approved by the Controller.

At the request of the Director, the Employer may offer a prospective Employee who is currently a Michigan Licensed Paramedic (hereinafter referred to as Paramedic), or who is immediately eligible for licensure as a Paramedic, and who has four (4) or more years of service as a Paramedic within the preceding six (6) years, a lateral hire to enter the pay scale at the four (4) year rate of pay upon hire. Any Lateral Hire offer shall be authorized and approved by the Controller.

Upon completion of twelve (12) months of service, a lateral hire shall advance to the next step on the wage scale.

Years of service with another agency shall NOT count towards seniority, leave accrual, nor retirement.

Terms shall be defined as follows:

Lateral Hire: Advanced salary placement based on prior Paramedic experience.

APPENDIX B DUES AUTHORIZATION FORM

To:_____
EMPLOYER

I hereby voluntarily request and authorize you to deduct from my earnings, one of the following:

[ ] An amount established by the Union as monthly dues.

or

[ ] A service fee of $_____.

The amount deducted shall be paid to Teamsters Local 214.

By: **PLEASE PRINT**:

_____
First Name Last Name Initial

_____ _____
Street Number Street Name

_____ _____
City Zip Code

_____ _____
Area Code Telephone Number

_____ _____
Signature Date

APPENDIX C UNIFORMS AND UNIFORM ALLOWANCE

Section 1. The County agrees to furnish the following list of items as a complete uniform.

3 pants
3 short sleeve shirts
3 long sleeve shirts
1 jacket with liner all season
2 name tags
1 pair of black shoes or boots
1 belt
1 photo I.D. card

Styles, manufacturers, and vendors will be approved by the Director. No purchase or replacement will be made without the approval of the Director. The Director can replace any and all parts of an employee's uniform at his/her discretion. Requested styles or manufacturers other the approved vendors require approval from the Director and only the equivalent amount of money will be authorized (the employee is responsible for the difference).

Section 2. The Employer will clean uniforms that are soiled in daily performance of the job as well as replace any uniform part that cannot be decontaminated as defined in the exposure control plan. Any uniform that is soiled with blood, body fluids, or OPIM's will be changed ASAP and handled according to the exposure control plan. Failure to follow this Section will result in immediate termination.

Section 3. Uniforms are to be worn by employees while engaged in EMS sponsored activities and while on duty as defined by Policy. All uniform accessories will be worn as outlined by the uniform policy.

Section 4. All uniforms and equipment will be returned to the Employer upon separation prior to the issuance of final pay check and any benefit pay outs. Failure to return or malicious destruction of uniforms and or equipment will be replaced by deductions from the final check and/or benefit pay out.

LETTER OF UNDERSTANDING
RE:
EXCHANGING SHIFTS

This Letter of Understanding is entered into this 5th day of January 2004, between the MECOSTA COUNTY BOARD OF COMMISSIONERS and the TEAMSTERS LOCAL 214 FOR THE AMBULANCE DEPARTMENT.

In the event the Federal laws are amended to permit the Employer to allow employees to exchange shifts beyond the seven (7) day workweek without increasing overtime, Article 23, Section 2, will be revised to permit these shift exchanges.

MECOSTA COUNTY BOARD OF COMMISSIONERS

DATE: 12/15/22 William Routley
Chairperson

TEAMSTERS LOCAL 214

DATE: 12/20/2022 BY:

DATE: 12-21-2022 BY:

DATE: BY: