

AGREEMENT

between

COUNTY OF ALCONA
Board of Commissioners

PO Box 308

Harrisville, Michigan 48740

EMS BARGAINING UNIT

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324, 324 A, B, C, D, G, H, P, RA, S - AFL-CIO

500 Hulet Drive

Bloomfield Township, Michigan 48302

January 1, 2010 - December 31, 2013

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ARTICLE I

RECOGNITION

The County of Alcona hereby recognizes the International Union of Operating Engineers, Local 324, 324 A, B, C, D, G, H, P, RA, S - AFL-CIO, as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 of the State of Michigan, consisting of all employees within the classifications of Advanced Emergency Medical Technician, Emergency Medical Technician Specialist, Emergency Medical Technician, and Medical First Responder employed by the County of Alcona.

ARTICLE II

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 interests of the County of Alcona in its capacity as an Employer, the employees, the Union, and the people of the County of Alcona.

The parties recognize that the interests 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 the respective representatives at all levels and among all employees.

Both parties reaffirm by this Agreement their commitment not to discriminate against any person or persons because of race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicap, except when based on a bona fide occupational qualification.

ARTICLE III

MANAGEMENT RIGHTS

The parties recognize the exclusive right of management to manage the affairs of the agency, and to control and direct the workforce of the Employer, except as specifically restricted by the provisions of this Agreement. By way of illustration, and not by way of limitation, management's exclusive rights shall include:

The right to determine and re-determine the number, type and classification of employees required to perform any particular function, and to add employees, terminate employees, lay-off employees or change the hours of employees in keeping with such determination;

The right to determine and re-determine the number, types and locations of services to be performed by the Employer, and to set standards for the performance of such services;

The right to establish qualifications for positions, and to judge the performance of employees;

The right to assign employees to work within their classification and between classifications, on a full-time basis, or on a temporary basis;

The right to establish rules and regulations governing the conduct of employees and to enforce their observance;

The right to determine and re-determine the place, manner, and methods and time a particular job or duty will be performed, and what equipment will be used in performing it; and

The right to set hours of work and to require work outside the regularly scheduled hours;

provided, in the exercise of these rights, the Employer shall not violate any of the provisions of this Agreement.

ARTICLE IV

UNION SECURITY

All employees employed in the bargaining unit, or who become employees in the bargaining unit who are not already members of the Union shall, within thirty-one (31) calendar days of the effective date of this Agreement, or within thirty-one (31) calendar days of their date of hire by the Employer, whichever is later, become members, or in the alternative shall, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default is delivered to the Employer by the Union.

If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

The Employer agrees that upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and social security number of the new employee.

In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

ARTICLE V

CHECK-OFF

A. Union Dues Deduction

The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fees and Union dues or service fees. Such dues or fees, accompanied by a list of employees (including the social security numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

B. Union Dues Authorized

Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the International and the IUOE Local 324. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from the International Union of Operating Engineers Local 324.

C. Union Dues Refunded

The Union shall refund to the employees dues erroneously deducted by the Employer and paid to the Union.

D. Hold Harmless

The Union shall hold the Employer harmless for any and all claims that may be asserted against the Employer as a result of any deductions made pursuant to this Article.

ARTICLE VI

JURISDICTION

A. Non-Bargaining Unit Employees

County employees not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation, in cases of emergency, or the occasional work performed by the EMS Director.

B. Non-Bargaining Unit Employees' Training

Employees may be requested to supervise and train non-bargaining unit students in connection with EMS related training.

C. Probationary Employees' Evaluation

When probationary employees or employees needing evaluation are assigned to a unit, the regular employee, whose input is being sought, shall have specific instructions as to how, what level and what areas are to be evaluated. Employees shall be given a standard evaluation form to be filled out. When possible, employees being evaluated under this Article should be evaluated by more than one (1) crew.

ARTICLE VII

SENIORITY

A. Probationary Status

A newly hired employee, or an employee upon entering into the bargaining unit, shall complete an orientation with the Director of EMS prior to being placed on the ambulance. The employee, within a ninety (90) calendar day period, shall be successfully evaluated on a minimum of five (5) three-party runs or more at the discretion of the Director.

Until the completion of the required three-party runs, the employee shall be paid at the EMT rate of pay. Upon the completion of the required three-party runs, the employee shall be placed on a probationary status for a 120 work-hour period, during which time the employee shall be paid at the rate commensurate with their level of license. The probationary employee shall be required to

wear dark pants and light colored shirt and present a neat and clean appearance. If at any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, he or she may be dismissed by the Employer without appeal by the Union or the employee. Probationary employees shall be assigned to a regular shift.

B. Seniority Accrual Date

Upon the satisfactory completion of the probationary period, the employee's seniority shall begin to accrue.

C. Seniority (Laid-off, Recall, Demotion)

Employees shall be laid off, recalled or demoted according to their seniority. Employer shall have the right to lay-off and recall by classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee who is in a lower classification; provided, the senior employee is qualified to hold the position held by the least senior employee.

D. Seniority Loss

An employee will lose his/her seniority for the following reasons:

1. He resigns from a classification covered by this Agreement;
2. He is discharged for cause and not reinstated through the Grievance Procedure;
3. Upon normal retirement.

E. Seniority in Bargaining Unit

The bargaining unit seniority which was accumulative as of the date the employee is assigned to a supervisory position shall be retained for an employee who accepts a supervisory position dealing with classifications covered by this Agreement. The employee shall have the right to exercise this seniority and return to the bargaining unit in the event he vacates said supervisory position. The employee shall have ninety (90) days to exercise this right.

F. Seniority List

Upon request of the Union, a current seniority list shall be made available to each employee covered by this Agreement. Such list shall contain date of hire, employees' classification and classification seniority date.

ARTICLE VIII

VISITATION

Upon request by the Union and the presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided that said observation shall not disrupt orderly operations.

ARTICLE IX

STEWARDS

A. Employees may be represented by one (1) Chief Steward and designated Assistant Steward, whose identity shall be made known to the Employer.

B. The Steward, during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with their supervisors, which arrangements shall not be unreasonably withheld.

C. Any new employee shall be introduced to the Chief Steward before starting to work to be added to the Steward's record, or the Steward shall be supplied the following information within the employee's first week of employment: name, address, social security number, classification, job location and shift assignment.

D. During his/her term of office, the Chief Steward shall be deemed to head the seniority list for the purpose of shift preference, lay-off and recall only; provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.

E. The Union Bargaining Committee shall not be paid for time spent in negotiations, unless otherwise agreed by the parties.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Right to File a Grievance

Whenever an employee or the Union believes that an action by the agency violates this Agreement, they shall first discuss the matter informally with the immediate supervisor of such employee. In the event the dispute is not resolved, then the employee, the Union or the Employer

may file a grievance.

Section 2. Definition of Grievance

A grievance is defined as a written statement, submitted on a mutually agreeable form, which sets forth an alleged violation of a specific clause of this Agreement, together with the date, time and place of occurrence (if applicable), and facts sufficient to establish or describe the alleged violation. A grievance must be filed within ten (10) calendar days of the events giving rise to the dispute, or within ten (10) days after the Employer or the Union should have been aware of the alleged violation, or it will not be subject to consideration under the Grievance Procedure or arbitration. A grievance is filed when it is received by the Director.

Section 3. Procedure

Step One

In the event the grievance is not settled orally by the Director, the Steward shall submit the grievance in writing to the Director within five (5) working days from the oral presentation. The employee and the Steward shall sign the grievance forms. The grievance form must indicate (1) a statement of the grievance and the facts upon which it is based, and citing the alleged violation(s) of this Agreement; and (2) the remedy or correction requested. The Director shall give his decision in writing within three (3) working days.

Step Two

A. Any appeal of a decision rendered by the Director shall be presented in writing to the County Safety Committee within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the Director was not satisfactory.

B. The County Safety Committee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.

C. The County Safety Committee shall then give its decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

Step Three

A. Any appeal of a decision rendered by the County Safety Committee shall be presented in writing to the County Board of Commissioners within five (5) working days of the date of receipt of the written decision of the County Safety Committee. The appeal shall state the reason or reasons why the decision of the County Safety Committee was not satisfactory.

B. The Board, or its representatives, shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.

C. The Board shall then give its decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

Step Four

A. If the appealing party is not satisfied with the disposition of the grievance by the Board, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the Board, the grievance must be submitted to arbitration.

B. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator.

C. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing.

D. Each party shall be responsible for the expenses of the witnesses that they may call.

Section 4. Miscellaneous

A. The time elements in the Steps may be shortened or extended by mutual written agreement.

B. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

C. A grievance concerning alleged safety hazards may be processed directly to Step Two of the Grievance Procedure.

D. The arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

E. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

F. The decision of the arbitrator shall be final, conclusive and binding upon all

employees, the Employer and the Union.

An arbitrator shall have no authority to write new contract language or increase employees' wages, except as an interpretation of the Collective Bargaining Agreement.

G. The costs of arbitration shall be split equally between the parties, except that if the arbitrator deems a grievance, or action giving rise to a grievance, to be frivolous or done for purposes of harassment, he/she may assess all costs, including reasonable attorney fees, against the party filing such grievance or committing such action.

H. No grievance pertaining to an individual may be processed, except at the instigation of the individual involved, who shall sign the grievance form. The Union may file a grievance which pertains to groups of members equally.

I. Time Limitation

The time limits established in the Grievance Procedure shall be followed by both parties. If the time limit is exceeded by the Union, the grievance shall be considered dismissed. If the time limit is exceeded by the Employer, the grievance shall be considered granted. Any time limits as contained in this Agreement may be extended upon mutual agreement of the parties. In computing days under the Grievance Procedure, Saturday, Sunday and holidays shall be excluded.

J. Back Pay

No claim for back pay or benefits will be considered beyond ten (10) calendar days prior to the date in which the grievance is delivered to the Director, in writing.

ARTICLE XI

SPECIAL CONFERENCES

A. Special Conferences for important matters will be arranged between the Business Representative, or if designated, the Chief Steward, and the Director of Emergency Medical Service, or his/her designated representative, upon the request of either party (not more than three (3) representing the County, and not more than three (3) representing the Union).

B. 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.

C. The Business Representative, or if designated, the Chief Steward, may meet at a place designated by the County on the County's property for not more than one (1) hour immediately preceding a meeting with the representatives of the County for which a written request has been

made.

D. The Employer will submit to the Union a written position statement on the matters taken up in Special Conference that were mutually agreed upon by the parties before the Conference adjourns.

ARTICLE XII

DISCIPLINE AND DISCHARGE

A. The Employer subscribes to the policy of corrective discipline. All disciplinary actions shall be with just cause, and penalties shall be progressive where appropriate in light of the nature and seriousness of the offense.

B. A Union Steward shall be made available at the employee's request in a disciplinary meeting, or a meeting which is likely to lead to disciplinary action being taken against the employee.

C. For informational purposes, copies of disciplinary actions shall be sent to the Union within two (2) working days of the action taken.

D. Whenever the Employer is conducting an investigation which is likely to lead to disciplinary action against an employee, the employee shall be notified by the supervisor that such investigation is in progress within ten (10) days after the Employer becomes aware of the conduct of the employee which may lead to discipline. The parties recognize that such investigation may not be completed, or discipline imposed, until after the completion of the investigation.

E. Corrective action can be used prior to disciplinary action. Corrective action might include instructional memorandum, documented counseling, training and/or verbal instruction. Corrective actions are not discipline and are not subject to the Grievance Procedure.

F. Any disciplinary matters resulting in oral or written reprimands shall be removed from the employee's personnel file and destroyed upon completion of twelve (12) months of satisfactory service from the date of the disciplinary matter. Any disciplinary matters resulting in suspension shall be removed from the employee's personnel file and destroyed upon completion of twenty-four (24) months of satisfactory service from the date of the disciplinary matter.

ARTICLE XIII

SAFETY

A. Unsafe Medical Unit

The Employer agrees that he/she will not knowingly assign any employee to operate

any unsafe medical unit vehicle. It shall be the responsibility of the employee involved to report any unsafe equipment. When equipment defects that would be hazardous to the safe operation of the medical unit vehicle are reported to the Director and concurred by him, the equipment will not be assigned until released by a certified mechanic.

B. Resolving Safety Disputes (County Safety Committee)

In cases of dispute between an employee and the Director over a safety issue, the employee may request the Director to contact the County Safety Committee (CSC). The Director shall contact the County Safety Committee which shall notify the employee of receipt of the safety issue complaint within five (5) days. The CSC's decision shall be final and binding, subject to the right of the employee to file a grievance.

C. Protesting Unsafe Working Conditions

When an employee is required by the Director to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest, and if ordered by the Director to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the CSC for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the CSC, an Inspector from a State Agency responsible for workplace safety, or a State certified vehicle mechanic.

D. Emergency Medical Service Safety Committee (EMSSC)

Within thirty (30) work days of the effective date of this Agreement, the Chief Steward and the Director of Emergency Medical Service or their representatives shall serve on the Emergency Medical Service Safety Committee. The EMSSC shall function as an oversight body to review any complaint concerning safety. This provision, however, shall not be construed to mean that the EMSSC shall be responsible for management and operation of the department. This responsibility shall remain the Director's.

E. Safety Committee Duties

It shall be the responsibility of the EMSSC to investigate alleged unsafe working conditions or equipment matters affecting the safety of patients, the development of a preventative maintenance schedule for vehicles and equipment, and such other matters concerning safety that may be referred to it by the Business Representative, or if designated, the Chief Steward or the Director of the Emergency Medical Service, and to submit whatever reports, findings, or recommendations it deems appropriate to the Business Representative, or if designated, the Chief Steward and the Director of the Emergency Medical Service.

F. EMSSC Meetings

The EMSSC shall meet at least once every eight (8) weeks, unless otherwise mutually agreed to by the Union and Employer, and conduct its investigations while on duty, to the extent permitted by the Director of Emergency Medical Service in accordance with the best interests of the Service.

ARTICLE XIV

TRAINING

A. Training, County Cost

Training approved by the State for upgrading, or required by the County as a condition of continued employment, shall be provided by the County annually, at no cost to the employee. The Employer shall pay for the training cost (one time) for each level of upgrade training required, and successfully completed. Training other than that sponsored by the County shall be subject to the prior approval of the Director. The employee shall receive mileage to and from County-provided training. It shall be the responsibility of the employee to have the proper State license; however, the Employer shall reimburse the employee the license renewal fee. If the employee does not successfully complete the paramedic training class or make a concerted effort to pass the State examination, the employee shall not be reimbursed for the cost of the tuition or mileage.

B. Training Cost Reimbursement to Employee

Employees entitled to cost reimbursement under this Article will, within thirty (30) days after the completion of training, give written notification to the Director of the Emergency Medical Service as to their claim.

The County shall provide a one hundred dollars (\$100.00) per year training stipend to each employee who works at least twelve (12) shifts per year. This stipend shall be paid the first non-pay week each December.

C. Premature Termination and Cost Reimbursement to Employer

An employee who successfully completes a County approved upgrade training, and successfully passes the State of Michigan Department of Consumer and Industry Services EMS Division examinations for licensure, and becomes a licensed person at the level intended, shall be subject to the following:

1. Paramedic Upgrade Training

- a. Two-year (24 months) commitment to the service at that level as a full or part-time employee;
- b. If the individual terminates or becomes terminated for whatever reason, they will be required to reimburse the County of Alcona at the time of termination the 1/24th of the training cost for each month less than twenty-four (24) months that the employee worked after successful licensure at that level of licensure.

2. Specialist and EMT Upgrade Training

- a. One-year (12 months) commitment to the service at that level as a full or part-time employee;
- b. If the individual terminates or becomes terminated for whatever reason, they will be required to reimburse the County of Alcona at the time of termination the 1/12 of the training cost for each month less than twelve (12) months that the employee worked after successful licensure at that level of licensure.

D. If the training schedule conflicts with the employee's work schedule, and the employee has made every attempt to trade days to accommodate training without success, the Employer may reassign the employee on the conflicting days to an open shift to accommodate training.

ARTICLE XV

BULLETIN BOARDS

The Employer will furnish for this Local Union one (1) bulletin board at each of the agreed locations. The boards shall be used only for the following notices:

1. Recreational and social affairs of the Union;
2. Union meetings;
3. Union elections;
4. Reports of the Union;
5. Rulings or policies of the International Union;
6. Other mutually agreeable information.

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this section shall be posted.

ARTICLE XVI

UNIFORMS

A. The County shall provide employees an initial issue of a new uniform as follows:

1. **Full-Time Employees:**

Three (3) shirts that meet regulations
Three (3) trousers that meet regulations
One (1) three season jacket that meets regulations

2. **Part-Time Employees:**

Two (2) shirts that meet regulations
Two (2) trousers that meet regulations
One (1) three season jacket that meets regulations.

All new employees shall receive the above.

B. The County shall provide two (2) replacement shirts and two (2) replacement trousers in each subsequent year to the initial issue, if needed.

C. All uniform shirts and jackets will have an Emergency Medical Service patch on the left and right sleeves.

D. Any part of the uniform or personal equipment damaged or destroyed in the performance of an employee's duty shall be replaced by the County at its expense, provided the Director and the Chief Steward agree.

E. Personal equipment is defined as items required to perform the job, e.g. eyeglasses, wristwatch.

F. Employees will be required to wear uniforms unless the Director authorizes otherwise, or in case of emergency for on-call employees.

ARTICLE XVII

LONG TERM DISABILITY

The Employer shall provide, at no cost to the employee, the same Long Term Disability (LTD) plan as it provides other County employees.

ARTICLE XVIII

SICK LEAVE

A. Sick Leave Accumulation Rate

Each full-time employee covered by this Agreement will be entitled to sick leave accumulated in an individual single sick leave bank at the rate of one (1) day per month, with a one thousand eighty (1,080) hour limit on the accumulation. Sick leave days shall be earned and used based on the normal scheduled hours being worked per day during the month in which said days are earned or used.

Current Sick Leave Bank

Shall have a maximum accumulation of thirty (30) days. Days may be used for reasons enumerated in Article XVIII, Section B.

Catastrophic Sick Leave Bank

Shall have a maximum accumulation of sixty (60) days. Days may be used for the illness of the employee or other provisions under the Family and Medical Leave Act.

If, at the end of any calendar year, an employee has accumulated an excess of thirty (30) days in his/her current sick leave bank, an employee shall make one of the following declarations to the administration at calendar year end:

1. Convert excess time earned during that calendar year to his/her catastrophic sick leave bank;
2. Be paid for the excess time earned during that calendar year at a rate of fifty percent (50%);
3. Convert a portion of that time earned during that calendar year to the catastrophic bank and be paid for the remainder at the rate of fifty percent (50%).

B. Sick Leave, Purpose

Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee's household* would require the care and attendance of the employee due to injury or illness.

- * Any person living in the employee's home for two (2) or more years. The person must present a signed statement as to their having resided at the employee's address for at least two (2) years, and present a driver's license or State of Michigan I.D. card verifying the qualifying address.

C. Sick Leave, Retirement

Upon retirement or separation from the Employer, the employee shall be paid for all unused accumulated sick leave days at the employee's current rate of pay, to a maximum of two hundred (200) hours.

D. Sick Leave Records

Records of sick leave accumulated and taken shall be made available to the employee upon request.

E. Sick Leave Excuse Documentation

An employee who takes more than three (3) consecutive sick leave shifts shall be required to submit a written doctor's excuse and a billing slip. For optical, medical or dental appointments, an employee shall be required to provide a written medical excuse and a billing slip.

F. Employees' absenteeism shall be monitored on a quarterly basis. If in any quarter, a pattern of sick time usage that would indicate sick time abuse develops, the Employer may require the employee to produce a doctor's note for any sick time used in the following quarter. Continuation of a pattern may result in discipline.

ARTICLE XIX

JURY DUTY

Employees required to appear as a subpoenaed witness for any legal matter related to the job, or for jury qualification or jury service, shall receive their regular pay from the Employer for all lost time obligated as a result of such appearance or service, less any compensation received, excluding expenses and travel allowances for such witness or jury service.

ARTICLE XX

HOSPITALIZATION

A. Health Insurance Coverage

1. Coverage & Employer Cost

The Employer shall provide, to full-time employee, spouse and dependents, insurance subject to the following conditions:

The Employer shall pay the full premium for the Blue Cross/Blue Shield "Flexible Blue II" Medical Plan with an (H.S.A.) account of \$1,250.00 per year single, and \$2,500.00 per year family. Current employees under the family continuation will continue to be fully covered by the employer. The following additional specific riders shall be in effect:

BCBS Comprehensive Preferred Group Dental Care Coverage

Option Rider CDC-FC, Continuation Coverage for Dependent Children

BCBS Blue Vision Care (A-80) Coverage)

Employer Funded Deductible: The deductible(s) for the plan shall be fully funded by the Employer through use of a H.S.A. Debit cards will be issued to allow access to deductible funds for allowable expenses.

If the employer develops new insurance coverage, the Union will meet with the Employer annually to review such policy. The Union, at that time, may opt to change insurance.

2. Coverage Initiation

Full-time employees electing coverage shall be covered beginning on the full-time employee's date of hire.

3. Coverage, During Leave of Absence or Lay-off

An employee on a leave of absence or lay-off may continue in the Employer's group during such time by paying the full premium for said insurance directly to the Employer.

B. Health Insurance Coverage Opt-Out Option

In the event the employee possesses health insurance coverage via another source, the

employee can exercise the option for a cash payment in lieu of the above health insurance by so requesting in writing. The cash payment will be made at the end of the annual coverage period and will be:

| | |
|-------------|---------------------|
| One Person | \$3,250.00 annually |
| Two Person | \$3,750.00 annually |
| Full Family | \$4,250.00 annually |

or, a pro-rata amount thereof, if coverage is waived during the twelve (12) month coverage period. Once waived, the employee can only re-enroll (1) during the carrier's annual enrollment period; or (2) outside of the carrier's annual enrollment period only if the employee experiences a change in their legal status such as marriage, divorce, birth, spousal employment termination, etc.

Employees must provide notice of any change in their legal status which affects their insurance coverage in written form, including a description of the change and the applicable date.

ARTICLE XXI

HOLIDAYS

Section 1. Holiday Pay Rate

All probationary and regular, full-time employees will be eligible to receive holiday pay (twelve (12) hours at the regular rate of pay) under the following regulations: employees will be paid their current rate based on a regular schedule day for said holidays. It is expressly understood, premium pay shall only be paid for one shift per holiday. In order to qualify for the holiday pay for the holiday so designated, an employee will be required to work the regular scheduled workday before and after the holiday.

Holidays Designated

The following will be observed as legal holidays for the purpose of this Agreement:

| | |
|---------------------------------------|--|
| New Year's Eve Day | Labor Day |
| New Year's Day | Veteran's Day |
| Martin Luther King, Jr's Birthday | Thanksgiving Day |
| Good Friday Holiday effective 1/01/06 | Day after Thanksgiving effective 1/01/07 |
| Easter | Christmas Eve |
| Memorial Day | Christmas Day |
| Fourth of July | |

Section 2. Holiday Pay Rate and Prohibition Against Premium Pay Pyramiding

All employees who work on a holiday as determined by Section 1 above, as a result of being scheduled in advance, shall be paid for hours so worked at two times (2x) the regular rate plus the pay provided in Section 1. It is expressly understood, premium pay shall only be paid for one shift per holiday. Hours paid for at double time (2x) under this Article shall not be considered for overtime pay.

Section 3.

Holiday time that falls within a vacation shall be considered a part of the employee's vacation and the employee shall not be entitled to an extra day off. The holiday within a vacation period will not be charged against the vacation days allotted to the employees.

ARTICLE XXII

VACATIONS

A. Vacation Accumulation Rate

All full-time employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week vacation with pay. Employees who have completed three (3) years of service shall receive two (2) weeks vacation with pay; employees who have completed seven (7) years of service shall receive three (3) weeks vacation with pay; employees who have completed ten (10) years of service shall receive four (4) weeks vacation with pay; employees who have completed twenty (20) years of service shall receive five (5) weeks vacation with pay.

In recognition of their prior service, Scott Hoffman and Marcia LaPointe shall each receive 1 week vacation in addition to the schedule as set forth above.

B. Vacation Accumulation Rate, Minimum

To earn a full paid vacation, an employee must have actually worked or been compensated for a minimum of eighty percent (80%) of his regularly scheduled hours during the employment year prior to the year in which vacation pay is due.

C. Vacation, Carry-over Rights

Vacations must be taken in the year earned, except that an employee, upon written application to the supervisor, may carry over one (1) week of vacation to the next year. More vacation beyond one (1) week may be carried over upon approval of the EMS Director.

No more than one (1) employee may be off on vacation at a time, unless the supervisor approves otherwise.

ARTICLE XXIII

SCHEDULING

A. Employees shall be given a schedule of hours corresponding to their status (full-time or part-time), level of licensure and seniority. The schedule shall be posted annually. Employees may trade shifts as long as the trade does not result in overtime for either party, or jeopardize mandated State required staffing levels, and with the consent of the EMS Director. If the EMS Director denies a requested trade, the EMS Director shall have a just cause reason for the denial.

The Director will develop two (2) shift schedules for Alcona County EMS. One will be for the East station, and one for the West station.

Blank schedules will be developed and distributed to personnel based on their level of licensure. These schedules will have only the open shifts left blank, and will not contain the names of crew members that have already picked their shifts. It will be noted as to the level of licensure needed to fill each shift. These blank schedules will be marked as follows: January-March, April-June, July-September, October-December.

Schedule Rotation

The schedule will be rotated according to seniority and classification beginning with the most senior Paramedic and most senior non-Paramedic at each station.

B. Shift Selections

Full-time personnel are to choose three (3), twelve (12) hour shifts for each quarter. The shift chosen will be their assigned shifts for that quarter, as well as for the year. There will be no

changing of the schedule once it is posted.

C. Full-time employees shall have the option of working available forty-eight (48) hour work weeks. Forty-eight (48) hour work weeks shall be chosen by seniority. Any full time employee opting for a forty-eight (48) hour work week must do so for the entire year.

D. All part-time personnel, based upon their seniority and shift availability, shall have the option of choosing one (1) regularly scheduled shift per quarter. All part-time employees opting for a regularly scheduled shift must do so for the entire year. The shifts chosen will be their assigned shifts for that quarter as well as for the year. There will be no changing of the schedule once it is posted.

E.. Personnel will have forty-eight (48) hours (two (2) days) each to review the schedule, make their picks and return the blank schedule to the Director. If it is not returned within forty-eight (48) hours (two (2) days), the Director reserves the right to place that person onto the schedule without that employee's input. The schedule will be posted and distributed prior to December 15th.

F. Regularly scheduled part-time personnel must work seventy-five percent (75%) of their shifts per month or lose scheduling privileges for twelve (12) calendar months. Personnel will be allowed to trade shifts appropriately per contract.

G. After the shift selection process has been rotated through all available personnel, all open shifts remaining on the schedule will be filled by the following process, in the following order:

- 1) The most senior part-time personnel, by classification, willing/capable of working the entire twelve (12) hour shift.
- 2) The most senior full-time personnel, by classification, willing/capable of working the entire twelve (12) hour shift.
- 3) The most senior part-time personnel, by classification, willing/capable of working a portion of the shift.
- 4) The most senior full-time personnel, by classification, willing/capable of working a portion of the shift.

In the event an open shift is filled by an employee who is only capable of working a portion of the shift, the affected employee being held over will be notified by management of the holdover as soon as reasonably possible.

H. Any part-time employee not regularly scheduled who picks up an open shift, must either work the shift, trade the shift, or make arrangements to fill the shift, without causing additional unnecessary overtime. The employee will not be allowed to turn the shift back into management to

be filled. If the shift is not filled following the appropriate guidelines set forth and the employee does not work the shift, three (3) such infractions in a twelve (12) month period will result in disciplinary action ranging from losing scheduling privileges up to and including discharge.

I. It is mutually agreed, the "two weekend shift requirement" in the shift selection process will be waived for the 2010 Shift Bid. It is expressly understood, if management deems filling the weekend shifts problematic, the shift selection process will revert to previous requirements, with full-time employees having to select at least two (2) weekend shifts for the year (6:00 a.m. Saturday – 6:00 a.m. Monday).

ARTICLE XXIV

WAGES

Starting rates for all classifications shall be \$1.00 (one dollar) per-hour less than the rate stated on the wage schedule. Employees shall progress to \$.50 (fifty cents) less than schedule rate at one (1) years seniority, and increase to the schedule rate at two (2) years seniority.

| | 1/01/10 | 1/01/11 | 1/01/12 | 1/01/13 |
|----------------|---------|---------|---------|---------|
| Basic EMT | \$8.98 | \$9.30 | \$9.62 | \$9.94 |
| Specialist EMT | \$11.07 | \$11.39 | \$11.71 | \$12.03 |
| Paramedic | \$12.66 | \$12.98 | \$13.30 | \$13.62 |

ARTICLE XXV

PART-TIME EMPLOYEES

A. Part-time employees are all employees who are regularly scheduled to work less than thirty-six (36) hours per week. Part-time employees shall not receive benefits, other than the following:

1. Pay for time worked;
2. Holiday pay for time actually worked on the holiday;
3. Jury pay;
4. Bereavement leave pay (for time scheduled to work);

5. Retirement benefits as set forth in Article XXXII; and

6. One (1) vacation day per year.

B. Employees, based on their part-time status, shall have the first opportunity to fill any vacant full-time positions for which they are qualified.

C. When two (2) or more part-time employees desire to fill a vacant full-time position, the position shall be filled by the most qualified candidate. If all qualifications are equal, the most senior candidate shall fill the position.

ARTICLE XXVI

WORKER'S COMPENSATION

A. Application

Each employee will be covered by the applicable worker's compensation laws.

B. Gap Pay

In the event that an employee is injured on-the-job and is eligible for worker's compensation, the worker will be paid full sick leave benefits until such time as the worker actually receives worker's compensation payments. Thereafter, the injured employee will receive the difference between his worker's compensation payment and his regular rate of pay, provided enough accumulated sick leave time is available, for a period not to exceed eighteen (18) months from the original onset of disability.

C. Employer Replacement and Termination Rights

Thereafter (18 months post-onset/injury), if the employee is unable to return to regular work, then all fringe benefits shall cease, and the Employer shall be entitled to replace the disabled employee according to business necessity in the Employer's sole judgment, and the employee's employment shall cease. In that event, employee shall receive cash reimbursement for any remaining leave benefits to which employee might otherwise be entitled if he had continued as an employee. The employee will remain on worker's compensation until the same is no longer payable according to law.

D. Sick Leave Accrual

Employees covered by this Agreement, receiving the supplemental difference from their accrued sick leave, shall continue to accrue additional paid sick leave, vacation time and seniority.

E. Drug Testing for Workplace Injury

Drug/Alcohol testing shall be required anytime a workplace injury occurs.

ARTICLE XXVII

BEREAVEMENT LEAVE

Employees will be paid for three (3) days absence in the case of a death in his immediate family, and one (1) extra day if such death is out-of-state. Immediate family means father, mother, sister, brother, child, wife or husband; mother-in-law, father-in-law, brother-in-law, sister-in-law, step-child, step-brother, step-sister, grandparents, grandchildren, or a dependent living at home who is physically or financially responsible to the employee. Employees may use one (1) sick leave day for death of a person not covered above. This is in addition to vacation and sick leave time.

ARTICLE XXVIII

INDEMNIFICATION

Whenever an employee covered by this Collective Bargaining Agreement becomes subject to a claim, liability, judgment or monetary imposition or fine resulting from any action taken by him or her within the scope of his or her employment and during the course of his or her employment, the Employer agrees to defend and hold harmless and indemnify the employee, including all reasonably related costs, except in a criminal proceeding. The determination of whether an employee was acting within the scope and course of his or her employment shall be made on behalf of the Employer by the County Attorney, with final approval from the County Board of Commissioners, subject to the Grievance Procedure. All settlements are subject to the approval of the Employer.

ARTICLE XXIX

OVERTIME

Section 1. Overtime Defined

All hours worked in excess of forty (40) hours in a one (1) week pay period shall be paid at the rate of time and one-half (1-1/2X) the regular base rate.

Section 2.

Any time an employee is called in to fill a shift with less than twenty-four (24) hours notice, all hours worked shall be paid at the rate of time and one-half (1-1/2X).

Section 3. Mandatory Holdover Assignments

If deemed necessary, the Employer shall have the right to require an employee to remain on duty after the normal shift change up to four (4) hours. The employee shall be paid up to four (4) hours at regular hourly rate, or at the overtime rate, whichever is applicable.

Section 4. Back-Up Run Assignments

Employees who are called into work for the purpose of an emergency back-up run shall be compensated at least four (4) hours pay at the regular rate, or at the overtime rate, whichever is greater.

ARTICLE XXX

LONGEVITY

All employees shall be paid longevity the first pay in December in accordance with the following:

| Years of Service | Longevity |
|-------------------------|------------------|
| 6-9 | \$100.00 |
| 10-14 | \$300.00 |
| 15 + | \$400.00 |

ARTICLE XXXI

LIFE INSURANCE

The Employer shall provide, at no cost to the employee, a twenty thousand dollar (\$20,000.00) life insurance policy to each employee.

ARTICLE XXXII

RETIREMENT

A. The Employer shall establish a Defined Contribution Retirement Plan for all employees in the bargaining unit. The plan shall be known as the "Alcona County Defined Contribution Plan #1" (the "Plan") with the following terms:

1. The Employer shall contribute an initial first year lump sum amount of four

hundred dollars (\$400.00) for the first year of the contract starting January 1, 2000, subject to lump sum eligibility requirements set forth below.

2. The Employer shall contribute an initial second year lump sum amount of four hundred fifty dollars (\$450.00) for the second year of the contract starting January 1, 2001, subject to lump sum eligibility requirements set forth below.

3. **Option One:** If employees contribute four percent (4%) earnings, the Employer shall contribute on behalf of each eligible member six percent (6%) of earnings for the Plan Year. Earnings shall consist of all hours paid.

4. **Option Two:** If employees contribute zero percent (0%) to the Plan, the Employer shall contribute on behalf of each eligible member four percent (4%) of earnings for the Plan Year. Earnings shall consist of all hours paid.

5. **Lump Sum Eligibility:** All bargaining unit members (including part-time employees) are eligible to receive a lump sum contribution amount for the specified contract year if:

- a. Hired on or before the first day of the specified contract year listed above in Section A (1) and (2); (for example, any employee hired February 2000 would be entitled only to lump sum contribution benefit starting on January 1, 2001. There shall not be a proration); and
- b. Worked and received pay for at least four hundred (400) hours of work during the specified contract year listed above.

6. **Vesting Rights:**

- a. An employee who terminates his or her County employment shall be permitted to withdraw the full employee=s contribution and such percentage of the Employer=s contribution consistent with the following vesting schedule:

| Years of Service Completed | % of County Contribution Share Vested |
|----------------------------|---------------------------------------|
| Zero | 0% |
| One | 20% |
| Two | 40% |
| Three | 60% |

| | |
|------|------|
| Four | 80% |
| Five | 100% |

- b. Prior years credited service extends back to January 1, 2000.
- B. Normal retirement age shall be sixty (60) years of age.
- C. Effective date shall be November 19, 2001.

ARTICLE XXXIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

This Agreement shall be binding upon the parties hereto, their successors and assigns. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions contained herein.

Section 3.

If any provision of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XXXIV

NO STRIKE/NO LOCKOUT

A. No Strike

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike. 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. This section shall not prohibit informational picketing or other protected, lawful concerted activities.

B. No Lockout

The Employer agrees that it will not lockout employees.

ARTICLE XXXV

TERMINATION AND MODIFICATION

A. This Agreement shall continue in full force and effect until December 31, 2013.

B. If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter, subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.

C. If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date, or any subsequent anniversary date of termination, give written notice of amendment, in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 324, 324 A, B, C, D, G, H, P, RA, S - AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Employer, addressed to the Alcona County Board of Commissioners, Courthouse, Harrisville, Michigan 48740, or to any other such address the Union or the Employer may make available to each other:

E. The effective date of this Agreement is January 1, 2010.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

**COUNTY OF ALCONA
BOARD OF COMMISSIONERS**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO**

William Thompson
Personnel Committee Member

John M. Hamilton *AK*
Business Manager

[Signature]
Commission Chairman

[Signature]
President

Kristin N. Hoffman
EMS Director

[Signature]
Recording-Corresponding Secretary

MEMORANDUM OF UNDERSTANDING

SUBSTANCE ABUSE

The Union and Alcona County are committed to programs that promote safety in the workplace, employee health and well-being, and citizen confidence. Consistent with the spirit and intent of this commitment, employees are prohibited from the illegal, use, sale, dispensing, distribution, possession, or manufacture of drugs, controlled substances, narcotics or alcoholic beverages on County premises, vehicles, or work sites. This Memorandum of Understanding also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment. In addition, the County prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use or sale of illegal drugs, when these activities adversely affect job performance, jobs safety, or the County=s reputation in the community.

Drugs and alcohol include any and all substances or medications that will significantly alter one or more bodily functions, such as coordination, reflexes, vision, mental capacity, or judgment that would affect job performance, whether they are available over-the-counter, by prescription, or otherwise obtained. Employees shall not be allowed to work while under the influence of the above to the extent described.

Employees must notify their supervisor prior to reporting to work, in writing, if they are taking prescription or over-the-counter medications and/or drugs which may significantly alter or impair one's ability to perform all aspects of their employment.

Employer observation of one or more of the following may constitute the reasonable suspicion of drug or alcohol use: slurred speech, loss of balance, the odor of alcohol or drugs, the presence of alcohol or drugs or drug-related paraphernalia, significant mood swings, trembling, disorientation, aggressive behavior, excessive drowsiness, restlessness or hyperactivity, among others.

When reasonable suspicion exists of drug or alcohol use, the employee will immediately be escorted from the work premises, and will be subject to drug or alcohol testing. The County reserves the right to investigate any possible violation of this policy, including medical testing. Employees may be asked to take a test to determine the presence of drugs, narcotics or alcohol. If the employee refuses to participate in such an investigation, which may include medical testing for alcohol or drug use, the County will discipline the employee, up to and including termination. If the employee tests positive for alcohol or drugs, or refuses to consent for these purposes, the Employer may discipline the employee, up to and including termination.

Health and safety are of primary concern. Employees are responsible to help keep the workplace drug and alcohol free. To maintain a workplace that is drug and alcohol-free, when reasonable suspicion exists, employees, their possessions, and County-issued equipment under their control are subject to search and surveillance at all times while on County premises or work sites, or

while conducting County business.

An employee who tests positive for drugs or alcohol, but is not discharged, at the employee's expense, may be subject to the following procedures as a condition of continued employment:

1. Immediate suspension without pay;
2. Evaluation by a substance-abuse professional to develop a plan of treatment or rehabilitation to resolve the employee's substance abuse problems before returning to work;
3. Frequent follow-up, no cause, random testing for three (3) years following the charge and successful completion of the substance abuse program.

If the employee fails to successfully complete the treatment program, or subsequent follow-up alcohol or drug test result is positive, the employee will be terminated.

Under the Drug-Free Workplace Act, the employee must notify the Alcona County Clerk of any criminal drug statute conviction for a violation occurring on any property owned or controlled by Alcona County no later than five (5) calendar days after such conviction. In these cases, the employee is to notify the Alcona County Clerk within the required time frame.

Within ten (10) calendar days of the notification of a criminal drug statute conviction, the Alcona County Clerk will determine whether reporting the conviction to any federal funding agency or agencies is required by the Drug-Free Workplace Act of 1988, as amended.

No Last Chance Agreement will be offered to any employee who has violated this Memorandum of Understanding.

Within thirty (30) calendar days of receiving notice of a criminal drug statute conviction, Alcona County employees will be subject to the same conditions as an employee who tests positive for drugs or alcohol, as detailed in this document. This Substance Abuse Memorandum of Understanding, including the Substance Abuse Disciplinary Guidelines shall, unless changed through negotiations, become part of any new Collective Bargaining Agreement upon its ratification.

SUBSTANCE ABUSE DISCIPLINARY GUIDELINES

| OFFENSE | PENALTY | RETENTION | OTHER CONDITIONS OF EMPLOYMENT |
|--|---|------------------|--|
| Alcohol - while on duty .01 | 1 st Offense - 14 calendar days suspension 2 nd Offense - 28 calendar day suspension 3 rd Offense - discharge | Five (5) years | 1 st Offense - referral to EAP for assessment and treatment as needed 2 nd Offense - referral to EAP for assessment and treatment as needed |
| Alcohol - while on duty .03 or more Marijuana - testing positive without being involved in injury to life or significant damage to property | 1 st Offense - 45 calendar days suspension 2 nd Offense - discharge | Five (5) years | 1 st Offense - referral to EAP for assessment and treatment as needed |
| Use of alcohol and/or illegal or controlled substances while on duty | 1 st Offense - discharge | | |
| Using or being under the influence of alcohol and/or illegal or controlled substances off-duty in, identifiable, complete or partial uniform. | 1 st Offense - 36 working hours suspension 2 nd Offense - 72 working hours suspension 3 rd Offense - discharge | Three (3) years | 2 nd Offense - referral to EAP |
| Use, sale, delivery or unauthorized possession of illegal or controlled substances by employees while on duty | 1 st Offense - discharge | | |
| Testing positive for illegal or controlled substances unless prescribed by a physician | 1 st Offense - discharge | | |

| | | | |
|---|--|-----------------|--|
| Conviction of OUIL during off-duty hours | 1 st Offense - 7 days of unpaid leave of absence 2 nd Offense - discharge | | |
| Failure to notify supervisor of intake of over-the-counter or prescribed medication that may significantly alter one or more bodily functions | Minimum of 24 hour suspension without pay, up to and including discharge | Three (3) years | |