

Labor Agreement

Between



SEIU HealthCare Michigan

And

Oceana County EMS

Effective January 1, 2009 through December 31, 2011

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AGREEMENT

This Agreement entered into on this _____ day of _____ 2010, and effective January 1, 2011, between the Oceana County EMS (hereinafter referred to as **(EMPLOYER)**) and SEIU HealthCare Michigan (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 the respective representatives at all levels and among all Employees.

ARTICLE I. RECOGNITION- EMPLOYEES COVERED

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

All full-time and regular part-time Emergency Medical Technicians employed by Oceana County, **BUT EXCLUDING** all supervisors, the EMS Director, Clerical, Office Staff, Billing, Education Department, and any other non-ambulance staff.

Definitions:

- a. Full-Time Employee - A Full-Time Employee is an Employee who is regularly scheduled to work fifty-six (56) hours a week.
- b. Permanent Part-Time Employee - A Permanent Part-Time Employee is an Employee who is regularly scheduled to work between two (2) to four (4) twelve (12) hour shifts per week or one (1) to two (2) twenty-four (24) hour shifts.
- c. Irregular or Casual Employee - An Irregular or Casual Employee is an Employee who works any hours less than two (2) twelve (12) hour shifts or one (1) twenty-four (24) hour shift per week. Such Employees are not subject to the Collective Bargaining Agreement.

- d. EMT - Paramedic - An EMT-Paramedic Employee is an Employee who holds a State of Michigan license as an EMT-Paramedic, and has Medical Control Authority to function as an EMT-Paramedic within the service area.
- e. EMT - Specialist - An EMT-Specialist Employee is an Employee who holds a State of Michigan license as an EMT-Specialist, and has Medical Control Authority to function as an EMT-Specialist within the service area.
- f. EMT Basic - An EMT-basic Employee is an Employee who holds a State of Michigan license as an EMT-Basic, and has Medical Control Authority to function as an EMT-Basic within the service area.
- g. Field Training Officer - FTO's may be assigned initial field training of new hires and initial field training of current Employees in new job classifications. FTO's may also be required to undertake remediation training of current Employees. Employees assuming the role of FTO must have 2 years seniority with Oceana EMS and will receive an addition \$0.25 per hour for each hour training is provided.
- h. New Classifications - If a new classification is established within the bargaining unit, the Employer agrees to negotiate the rate of pay and work conditions for such classifications.

All Employees will be paid an overtime wage after working 40 hours in a work week (or 80 hours in two-week period).

Employer agrees to respond to any inquiry from any financial institution that any Employee who regularly works for Employer for forty (40) or more hours per week is considered a "full-time" Employee. Said designation shall be solely for this purpose and will not affect any other provisions of this Agreement.

ARTICLE II. RECOGNITION OF MANAGEMENT

- a. 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, power and authority.
- b. Except as otherwise specified and expressly provided in this Agreement, the Employer retains sole and exclusive right to manage and operate Oceana County EMS in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; to control the material, tools, and equipment

to be used, and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased, and the construction of any new facilities or the improvements of existing facilities; to determine the size of the work force and increase or decrease its size; to determine the number of hours to be worked; to establish work schedules; and, in all respects, to carry out the ordinary and customary functions of management.

- c. The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline for just cause, layoff and recall personnel; to establish penalties for violations of such rules; to make judgments as to the ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel; subject to any specific restrictions provided in this Agreement.
- d. The Employer retains sole and exclusive right to establish and administer without limitation all matters not specifically or expressly limited by this Agreement. These rights however shall not be exercised in violation of any specific provision of this Agreement and as such, they shall be subject to the grievance procedure established in this Agreement.
- e. The Employer shall have the right to make, amend, supplement or delete reasonable rules and regulations. However, the unit president shall receive a copy of any new or modified rule or regulation forty-eight (48) hours prior to its effective date.

ARTICLE III. UNION SECURITY, DUES CHECK-OFF

a. Section 1 Maintenance of Membership

Regular fulltime and permanent part-time Employees covered by this Agreement, shall, upon 180 days of employment, either become Union members or pay to the Union a service fee determined in a legally permissible manner and amount not to exceed the monthly dues.

b. Section 2 Union Security and Dues Check-off

- 1. During the life of this Agreement and to the extent permitted by law of the applicable jurisdiction, the Employer agrees to deduct on a monthly basis Union membership dues, or Service Fees assessments uniformly levied in accordance with the Constitution and Bylaws of the Union from the pay of each Employee who files with the Employer a check-off authorization form.
- 2. All Employees shall either sign or deliver to the Employer an assignment authorizing deduction of membership dues or Service Fee or cause to be paid to the Union the service Fee. In the event that an employee shall not pay such Service Fee directly to the Union or authorize payment through payroll deduction, the Employer shall, at the request of the Union, deduct the Service Fee from the Employee's wages and remit

same to the Union in accordance with the procedure below.

3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee required for membership for the duration of this Agreement, commencing after one-hundred eighty (180) days following their employment in the unit.
4. The Employer shall not be responsible for Union dues or service fees while an Employee is on leave of absence, layoff status, or after an Employees employment relationship with the Employer has been terminated.
5. The Employer shall not be liable to the Union, its members, or the Employees it represents once such sums have been remitted to the Union and further, shall not be liable if such sums are lost when remitted by the United States Postal Service.
6. The Employer's sole obligation under this Section is limited to deduction of dues, or Service Fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial obligation whatsoever.
7. During the term of this Agreement, the Employer also agrees to deduct voluntary contributions to COPE the Committee on Political Education. Employees covered by this Agreement may voluntarily execute and file with the Employer an authorization specifying the amount of the contribution and the period of time that authorization is to be valid.

ARTICLE IV. UNION REPRESENTATION

a. Stewards and Alternative Stewards

The Employees covered under this Agreement will be represented by a steward. The Union shall have the exclusive right to assign said steward.

The Employer will be notified of the name of an alternate steward who would serve only in the absence of the regular steward.

The steward involved during his or her working hours without loss of time or pay may present grievances to the Employer during working hours. The steward shall, with prior approval, be allowed the necessary time off during working hours without loss of time or pay to present grievances to the Employer in accordance with the grievance procedure.

b. Union Bargaining Committee

Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members who will be paid by the Employer during working hours.

The choice of representatives on the bargaining committee shall be the exclusive right of the Union.

ARTICLE V. SPECIAL CONFERENCES

- a. Special conferences for important matters will be arranged between the Unit President of the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matter to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by representatives of the Union and/or representatives of the International Union.
- b. The Union representative may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE VI. GRIEVANCE PROCEDURES

- a. Section 1 - A grievance subject to the following procedure, shall include any and all disciplinary actions taken by the Employer, any and all questions and disputes involving contract interpretations, and any and all questions and disputes involving conditions of employment.

In computing the time limits below, Saturday, Sunday and Holidays are excluded.

All unsettled grievances, as defined above, shall be subject to the following procedure:

1. An Employee having a grievance shall present it to his/her immediate supervisor. The Employee may be accompanied by his/her steward if they so desire. The immediate supervisor shall give his/her answer to the Employee within ten (10) working days. If satisfactory settlement is not reached:
2. The Employee having a grievance shall reduce it to writing and file the original with the Employer, with a copy to the Union, within ten (10) working days of the event upon which it is based. The Employee and Union Steward shall immediately attempt to settle the grievance with the appointed representatives of the Employer. Department head or his designee shall give his/her written answer to the Employee and Union steward within five (5) working days of this meeting. If the grievance is not satisfactorily settled within fifteen (15) working days of the written answer:
3. The Steward, Employee and, at the option of the Union, the Union Representative shall take the matter up with the County Administrator who shall give a written answer within five (5) working days. If satisfactory settlement is not reached in ten (10) working days:

4. Mediation may be initiated by either party at the Step 3 conferences of the Grievance Procedure. In the event mediation is utilized, the time limits for arbitration shall commence upon the date of termination of the mediation procedure. In case of grievance involving discharge for cause, mediation shall require mutual agreement.
 5. The Union may request arbitration within fifteen (15) working days. The Union shall thereafter submit the grievance to the Michigan Employment Relations Commission for processing said grievance through arbitration in accordance with the Rules and Regulations of the Michigan Employment Relations Commission.
- b. Section 2 - The cost of arbitration shall be borne by the party that does not advance its position following arbitration of the grievance. Otherwise, the cost of arbitration shall be shared equally by the Employer and Union.
 - c. Section 3 - The decision of the arbitrator shall be final and binding on all parties and the award of the arbitrator shall be enforceable as the agreement of the parties, at law or in equity, in any circuit court having jurisdiction thereof, as an award rendered in a proceeding under Michigan Compiled Laws and amendments thereto, or in any federal court having jurisdiction thereof.
 - d. Section 4 - Any grievance concerning a discharge or suspension may be initiated at Step 3 within the time limits of ten (10) days set forth in Step 2.
 - e. Section 5 - In the event of a pay shortage, an Employee is not bound to submit the grievance within the time periods above; however, the grievance must be submitted within thirty (30) days of the receipt of the pay.
 - f. Section 6 - Every Employee has an absolute right to meet with his/her steward when the Employee believes that he/she has a grievance. Stewards shall be permitted a reasonable amount of time in which to investigate grievances which may arise, and shall notify their supervisor when leaving for this purpose, which will be granted as long as ambulance coverage can be assured. The steward shall also notify the supervisor of the area entered when arriving to investigate a grievance.

ARTICLE VII. COMPUTATION OF BACK WAGES

No claim involving a claim for back wages shall exceed the amount of wages the Employee would otherwise have earned.

ARTICLE VIII. DISCHARGE AND SUSPENSION

a. Notice of Discharge or Suspension

1. The Employer agrees, promptly upon the discharge or suspension of an Employee, to notify, in writing, the Employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

2. The discharged or suspended Employee will be allowed to discuss his/her discharge or suspension with his/her steward if he/she so requests, the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer.

b. Appeal of Discharge or Suspension

Should the discharged or suspended Employee consider the discharge or suspension to be improper, he/she may file a grievance at the Third Step in the grievance procedure within ten (10) working days of the notice of suspension or discharge.

c. Use of Past Record

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infraction which occurred more than 24 months previously.

ARTICLE IX. SENIORITY - PROBATIONARY EMPLOYEES

- a. Seniority shall commence upon completion of the orientation process at the most current licensure level. Full-time status will not be available to any new Employees below the level of Paramedic.

When an Employee changes from full-time to part-time status, his/her seniority dates shall remain unchanged. When a part-time Employee changes to full-time status, his/her seniority dates shall be adjusted so that he receives one year of full-time credit, or portion thereof, for every 2,912 hours worked as a part-time Employee at the current licensure level.

An Employee who changes from a supervisory or management position to a bargaining unit position shall receive full time credit for each year worked for seniority purposes.

- b. Probationary Period A probationary period for new Employees is six (6) months. The Employer may extend the probationary period for up to an additional six (6) months based on the outcome of a review to be held at end of the initial six (6) month period. Said evaluation shall be conducted by the management team.

The final clearance of a new Employee is left solely up to management. Management is free to utilize testing during the probationary process so long as the testing is fair to all Employees and it has a direct relationship to the duties and obligations of the Employees.

ARTICLE X. SENIORITY LISTS

- a. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the Employees.

- b. The seniority list on the date of this Agreement will show the date of hire, name and job titles of all Employees of the unit entitled to seniority.
- c. The Employer will keep the seniority list up to date at all times and will provide the Union with up-to-date copies at least once each calendar year unless amended or revised.
- d. The Union's copy of the seniority list, as set forth above, shall be forwarded to the Union or at such address as notified in writing.
- e. Seniority will be based upon years of service with Oceana County EMS. However, for purposes of scheduling, only seniority will be based on length of time the employee has held their specific licensure within the county service.

ARTICLE XI. LOSS OF SENIORITY

An Employee shall lose his/her seniority for the following reason only:

- a. He/She quits.
- b. He/She is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. He/She is absent for three (3) consecutive working days without notifying the Employer. The Employer will notify the Employee in accordance with Agreement procedures at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated.
- d. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
- e. Return from sick leave and leaves of absence will be treated the same as c. above.
- f. He/she is laid off for one (1) year or for a period not to exceed his/her seniority within his/her classification whichever is less.
- g. The Employee does not fill the minimum work hours required to remain an Employee (24 hours a month minimum).

ARTICLE XII. SENIORITY OF OFFICERS AND STEWARDS

For the purposes of layoff and recall only, the Stewards shall hold the highest seniority.

ARTICLE XIII. LAYOFF DEFINED

- a. The word "layoff" means a reduction in the work force.

- b. When a layoff takes place, probationary Employees within the classification shall be laid off first. Thereafter, Employees having seniority within the classification shall be laid off in the inverse order of their seniority; i.e., the least senior Employee on the seniority list being laid off first.
- c. The first Employee to be laid off shall be the Employee with the least seniority in the classification affected, provided, however, that the remaining senior Employees have the experience, license, necessary training and ability to perform the required work.
- d. In the event of a layoff, an Employee so laid off shall be given fifteen (15) days notice of layoff, if possible.
- e. Employees who are laid off shall be recalled to their former classification in order of their seniority when the work force is to be increased, provided that the Employee has not lost seniority.
- f. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the Employee's last known address, or hand delivered to the Employee. The notice shall set forth the date the recalled Employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within ten (10) days of the date the notice was sent shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility lists.

ARTICLE XIV. RECALL PROCEDURE

When the working force is increased after a layoff, Employees will be recalled according to seniority, with the most-senior Employee on layoff being recalled first. Notice of recall shall be sent to the Employee at his/her last known address by registered or certified mail. If an Employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered a quit.

ARTICLE XV. PAY PERIODS

Employees will be paid biweekly with the payday falling on a Friday. The Employer must provide each Employee (including full-time) with an itemized statement of earnings and deductions every payday. This will include number of straight hours worked and the dollar amount per hour number of overtime hours worked and dollar amount per hour and number of holiday hours worked/earned and the dollar amount per hour. Also included will be amounts taken out for federal and state taxes along with FICA and Medicare. Each Employee will be allowed up to three additional deductions such as child support, AFLAC, and so forth. All Employees will be given the option to have direct deposit of all or part of their paycheck to any bank of their choice. Paperwork for this will be available to the Employees either at the County Clerk's office or through the Director upon request.

ARTICLE XVI. UNION CONFERENCES

The Employer shall establish a bank of forty (40) hours per calendar year for the purpose of allowing union representatives to attend union conferences. No more than one (1) scheduled SEIU representatives may use this bank per day. When the Union requests that Employees attend union conferences, the Employees shall receive compensation from this account. SEIU shall provide the Employer with the names of the attending Employees and the dates of the conferences at least three (3) weeks prior to the meeting date. The Employer reserves the right to refuse attendance based upon staffing requirements or other factors that would require the individual to perform his/her normal duties. Upon completion of the conference, the Union shall reimburse the Employer for the hours deducted from the Union bank.

ARTICLE XVII. JURY DUTY

A full-time Employee or a regular part-time Employee who is scheduled to work and who is summoned and reports for jury duty as prescribed by applicable law, he/she shall be paid by the Employer an amount equal to the difference between the amount of wages the Employee otherwise would have earned on that date and the daily jury duty fee paid by the Courts, not including travel allowances or reimbursements or expenses for each day on which he/she otherwise would have been scheduled to work for the Employer. The Employee shall notify the Supervisor as soon as possible of the dates of absence required by jury service. Jury duty includes witness service by subpoena. In most situations, an Employee will continue to receive his/her regular pay check from the Employer and will turn over checks for daily jury fees to the Employer.

ARTICLE XVIII. MILITARY LEAVES

- a. The right to reemployment and the continuing seniority rights are guaranteed for any Employee, now or hereinafter, upon the seniority list and who, now or hereinafter, is a member of the Armed Forces of the United States or State of Michigan.
- b. A leave of absence shall be granted to Employees in the classified service in defense of the Country or who are members of the National Guard or militia or the Reserve Corps or the Federal Military, Naval, Marine, or Coast Guard Services as authorized and provided for by the Veterans Preference Act of the State of Michigan, and Privileges authorized by said Veterans Preference Act with respect to status and reemployment.
- c. Whenever Employees who are members of the National Guard, Naval Reserve, Marine Reserve, or Air Force Reserve, are called to active duty, they shall be entitled to a leave of absence, in addition to their annual vacation leave from their respective duties, without loss of such time as they are engaged in active duty defense training. Such leaves shall not exceed two (2) calendar weeks (ten (10) working days) per year. The parties agree that this provision allows an Employee to receive the difference between his/her military pay and his/her regular salary while on the two (2) week training leave.

ARTICLE XIX. UNPAID LEAVES OF ABSENCE

Unpaid leave of absence shall be approved or rejected in accordance with the Employer's **personal leave** policy and applicable statutes. FMLA: To the extent required under applicable law, according

to the Federal Family and Medical Leave Act, an eligible Employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Employer may adopt policies to effectuate the Act provided that such policies are consistent with the Act. It is understood that the Employer's FMLA policy in effect for other Employees will be applied for Employees covered under this Bargaining Agreement.

ARTICLE XX. RATES FOR NEW JOBS

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. Any rate change will not result in a loss of pay for an Employee. In event the Union does not agree that the classification and/or a rate change are proper, it shall be subject to negotiations and/or arbitration.

ARTICLE XXI. TEMPORARY ASSIGNMENTS

Temporary Assignments may be made within a Department by the Employer and Employees will receive the higher rate of pay at the time of assignment, and for all hours of work on that assignment. Temporary assignments shall not exceed six (6) months.

ARTICLE XXII. HOURS OF WORK

All Employees will work in rotations of twelve (12) hour or twenty-four (24) hour shifts. Full-time Employees work a scheduled minimum of 96 hours and a maximum of 120 hours a pay period (every two weeks).

Permanent part-time Employees work a scheduled minimum of twenty-four (24) hours to forty-eight (48) hours per pay period with a maximum of 96 hours a pay period (every two weeks).

Irregular or casual Employees work a minimum of twelve (12) hour a per pay period with a maximum of forty-eight 48 hours a pay period (every two weeks).

At no time will any employee be permitted to work more than sixty (60) hours consecutively without a minimum of twelve (12) hours off without the Director's approval.

ARTICLE XXIII. OVERTIME

- a. Time and one-half the Employee's straight-time hourly rate shall be paid for all hours worked in excess of forty (40) hours in a work week.
- b. Overtime shall be equalized (as much as possible) among all Employees within a classification.
- c. Employees shall receive the overtime benefits provided for in this Agreement provided they work their full straight-time schedule work week as established in this Agreement. Paid holidays, sick leave, vacation leave, bereavement leave and other authorized time off, other

than disciplinary time off, will be considered as time worked for purposes of computing fringe benefits but not for purposes of overtime.

- d. Compensatory time off will be allowed upon mutual agreement of the Employee and Employer.

ARTICLE XXIV. BEREAVEMENT LEAVE

- a. In the event there is a death in the immediate family of an Employee, consisting only of spouse, parent, grandparent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, and grandparent-in-law, and the Employee attends the funeral service, Employee shall be granted up to three (3) days leave of absence with full pay for any days the Employee was scheduled to work. In the event there is a death in the step family of an Employee, consisting only of step-parents, step-grandparent, step-child, step-brother, step-sister, step-mother-in-law, step-father-in-law, step-son-in-law, step-daughter-in-law, step-brother-in-law, step-sister-in-law, step-grandchild, and step-grandparent-in-law, and the Employee attends the funeral service, Employee shall be granted up to three (3) days leave of absence with full pay for any days the Employee was scheduled to work.
- b. In case of the death of a co-worker, the Director will make arrangements for all Employees to be able to attend the service. On duty crew members will be allowed to attend the funeral service and the Director will arrange for mutual aid from other ambulance services to cover the County during the time of the funeral service.
- c. Provided the twenty-four (24) hour notice is submitted, bereavement leave shall be credited to the pay period in which it is taken.
- d. An Employee may use available sick days to augment this leave upon Employer authorization.

ARTICLE XXV. PERSONAL LEAVE WITHOUT PAY

- a. The Employer may grant an Employee a leave of absence without pay for a specified time subject to the following provisions:
 - 1. If all possible, the Employee shall request such leave in writing to the Director at least thirty (30) working days prior to the requested starting date of such leave. The request shall specify the reason for the leave, the date of leaving and the date of return to the job.
 - 2. All requests for leave of absence without pay in excess of thirty (30) calendar days shall be approved by the County Board of Commissioners' Personnel Committee prior to the granting of the leave.

3. A leave of absence without pay shall be granted only when it is in the interest of the Employer to do so. The interest of the Employee shall be considered when he/she has shown by his/her records to be of more than average value to the Employer and when it is desirable to retain the Employee even at some sacrifice.
 4. At the expiration of a leave of absence without pay, the Employee shall be reinstated in the position he/she vacated or in any other vacant position in the same class.
 5. Vacation and sick leave benefits shall not accrue during a leave of absence without pay for more than thirty (30) calendar days.
 6. A leave of absence without pay for more than thirty (30) days shall not constitute a break in service; however, time spent on leave of absence without pay shall not be used in computing time-in-grade for satisfactory performance increases. Neither shall a leave of absence without pay for more than thirty (30) calendar days count toward service for accruing vacation leave, sick leave, or seniority.
 7. Any Employee who shall receive payment for work performed for any employer other than the County of Oceana while on approved leave without pay, shall be subject to immediate dismissal, except when such leave has been specifically approved by the Director for the purpose of such employment.
 8. Failure on the part of an Employee to report promptly at the expiration of a leave of absence without pay may be cause for dismissal.
- b. Pregnant Employees may be granted a leave of absence for maternity. Such leave shall be subject to the following provisions:
1. When a pregnancy is confirmed, the Employee shall notify her immediate supervisor.
 2. The Employee shall be allowed to continue her normal work duties, provided that she is able to perform her normal duties without endangering her health, the health of her unborn child, or the lives or health of her fellow worker.
 3. The Director may, at any time, request a physician's statement regarding the advisability of continued employment during the pregnancy of the Employee.
 4. Beginning at the sixth (6th) month of pregnancy, the Employee shall be required to present a physician's statement to her immediate supervisor regarding her ability to continue her normal work. Such statements shall be submitted monthly thereafter, and filed in the Employee's department file. At any time that medical evidence indicates that continued employment may be harmful to the Employee or the unborn child, the Employee shall be placed on maternity leave or allowed to resign at the discretion of the Employee.

5. Not later than two (2) weeks prior to departure, the Employee shall request maternity leave, in writing, to the Director. Employees not desiring maternity leave shall submit a written resignation at that time.
 6. Maternity leave may be granted for a period not to exceed six (6) month. Such leave shall be without pay.
 7. Employees on maternity leave shall notify the Director two (2) weeks in advance of their intention to return to work. They shall provide a physician's statement that they are able to resume their normal duties.
 8. The Employees shall be returned to their former position or a similar position for which qualified and which shall be at the same pay grade of the former positions.
 9. Sick leave may be utilized for illness due to pregnancy, to include a miscarriage.
- c. Leaves under this Section may be subject to the Family Medical Leave Act, and the parties agree that provisions of said Act that are inconsistent with this Collective Bargaining Agreement shall supersede the provisions of the Collective Bargaining Agreement.

ARTICLE XXVI. SICK LEAVE

- a. Section 1: Rate of Accrual. All full-time non-probationary Employees covered by this Agreement shall earn .05357 hours of sick leave per hour worked, with a maximum of 12 hours per month accumulation. 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 they may not use paid sick leave until they have completed their probationary period with the Employer. However, upon successfully completing their probationary period, full-time Employees will have credited to their sick leave accumulation the sick leave time they would have earned during their probationary period. Time off during the probationary period shall be approved by the Director and shall be unpaid. Sick pay shall be paid at the Employee's regular hourly rate of pay.
- b. 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 twenty-four (24) 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.
- c. Section 3: 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.
- d. Section 4: Notification to Director. Employees shall notify the Director and/or his/her designee at least six (6) hours prior to their scheduled work time of their intention to utilize sick leave. The notification process shall be in conformance with existing department

policy and the Employer may require a physician's certificate as to the time it is likely the Employee will be absent because of an illness or physical condition.

- e. Section 5: 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. It may also subject the individual to appropriate disciplinary action. Employee may use vacation days and/or personal days, for purposes of additional sick leave upon application to the Employer.
- f. Section 6: Scheduling and 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, Employee shall make a request for sick leave use at least seven (7) days in advance unless emergency conditions exist.
- g. Section 7: 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 for physician and dental appointments. Employees must return to work after such physician or dental appointments or provide verification from their physician of their inability to return to work. All sick leave use shall be verified by the Employee with evidence as the Director may require which could include a physician'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 up to and including discharge. Until the required documentation is provided, all absences will be considered lost time and the Employee's pay will be reduced accordingly. Employer agrees to notify the Union President if there are indications that an Employee is misusing or abusing the sick leave provisions of this Agreement.
- h. Section 8: Director's Mandation of Sick Leave. Director can mandate sick time and send an Employee home if in his/her 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.
- i. Section 9: Pregnancy. Upon written proof of pregnancy from a physician, female Employees will be given up to six (6) months of maternity leave. Due to the nature of this occupation (frequent lifting and illness exposure), leave from normal work duties or leave from work altogether may be necessary much earlier than it would be in other occupations. The Employer must let the Employee work as long as the Employee's OB physician says that it is safe for her to work. Once it is no longer safe per her physician, she will have up to six (6) months from that date without pay. The Employee may use or cash-out vacation days, sick days and personal days if the Employee so wishes at any time during the maternity leave with payment being rendered on the next available pay day.

An employee shall not lose any seniority while on maternity leave, but shall not earn additional seniority while on maternity leave. The Employee will not lose her job title or

position as long as she returns to work once the maternity leave has ended. Extension of any maternity leave will not be granted absent a physician excuse and approval by Director.

ARTICLE XXVII. HOLIDAY PROVISIONS

a. The holidays are designated as follows:

New Years Eve Day	July 4 th
New Years Day	Labor Day
Martin Luther King’s Day (Observed)	Thanksgiving Day
Veteran’s Day	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Easter	Christmas Day

- b. When a full-time Employee is working on the holiday but not into overtime hours, the Employee will be paid for the holiday hours they worked at two (2) times their regular hourly rate of pay.
- c. When a full-time Employee is working into overtime hours, the Employee will be paid for the holiday hours they worked at two and one-half (2-1/2) times their regular hourly rate of pay.
- d. Permanent Part-Time Employees shall receive time and one-half if they work holidays and they are not over forty (40) hours. Should they be over forty (40) hours, double time shall be paid.
- e. Casual/Irregular Employees shall be paid for the holidays only if they are scheduled to work said holidays.

ARTICLE XXVIII. PERSONAL LEAVE DAYS

All full-time Employees may utilize twenty-four (24) hours per year as personal time taken from their accumulated sick leave bank. Personal time must be scheduled in advance at least seven (7) days prior to the desired date. Any permanent part-time Employee who works a minimum of 1,248 hours per calendar year shall be granted twelve (12) hours of personal time in the following calendar year. Any permanent part-time Employee who works a minimum of 2,400 hours per calendar year shall be granted thirty-six (36) hours personal time in the following calendar year.

ARTICLE XXIX. VACATIONS

All regular full-time Employees shall be entitled to vacation time with pay under the following schedule:

Seniority Required	Time Off
---------------------------	-----------------

1 Year	56 Hours
2 Year	112 Hours
3 Year	124 Hours
4Year	136 Hours
5 Year	148 Hours
6 Year	160 Hours
7 Year	168 Hours
8 Year	180 Hours
9 Year	192 Hours
10 Year	204 Hours
11 Year	216 Hours
12 Year	224 Hours

An eligible Employee may carry over from one year to the next 56 hours vacation pay.

ARTICLE XXX. INSURANCE

The current insurance plan is Blue Cross Blue Shield Flexible Blue. The Plan has a \$3,050/\$6,150 deductible with the employees share of the deductible to be \$1,000/\$2,000. After employees have paid the first \$1,000/\$2,000 in deductible costs, they may submit documentation (as spelled out in the Plan Document) to the County Administrator’s Office in order to receive the County’s deductible reimbursement amount.

Once the full deductible is met; covered in-network medical expenses will be paid by BCBSM at 100%. However, after the medical plan deductible has been reach, employees will be required to pay a prescription co-payment of \$10 generic/\$60 brand name (2x for mail order/maintenance) until the copayments total \$2,000/\$4,000.

Dental Insurance - All full-time Employees covered by this Agreement and their dependents will receive the same dental insurance plan offered to other Oceana County Employees.

Life Insurance - Employer agrees to pay on behalf of all full-time Employees covered by this Agreement, the full premium on a life insurance and A.D.&D. policy of \$25,000. The Employee may have the option of continuing his/her life insurance policy after retirement at group rates subject to the rules of the carrier.

Stipend - Regular part-time Employees who work a minimum of 1,872 hours a calendar year, shall be granted a \$500.00 stipend to be utilized to purchase available benefits from the Employer’s cafeteria plan. Once an Employee has met the 1,872 threshold in a calendar year, the stipend will be payable for the next calendar year. The “1,872 threshold” does not apply to any other section of this contract.

ARTICLE XXXI. PENSION

The Employer will furnish Michigan Municipal Employees Retirement System “B-4 F55-15” retirement benefits. The Employer agrees to contribute ninety-eight per cent (98%) for the costs, and full-time Employees shall contribute two per cent (2%) of their eligible wages. The Employer agrees to review annually whether or not any additional riders may be provided.

ARTICLE XXXII. CONTINUING BENEFITS

Any Employee privileges or benefits which were generally in effect prior to the effective date of this Agreement, which were not changed by this Agreement, will continue in force throughout the life of the Agreement unless altered by mutual consent of the Employer and the Union.

ARTICLE XXXIII. EDUCATION

Mandated classes and mandated meetings will be paid at the regular rate of pay for all employees.

ARTICLE XXXIV. TUITION REIMBURSEMENT

Employer agrees to reimburse Oceana County EMS Employees working 24 hours per week for a period of six (6) months or more the following tuition reimbursement assistance.

All staff members who take continuing education classes that fulfill the licensing requirements may submit a request for tuition assistance to the EMS Director prior to the start of the program. Staff members should make sure that the course would be approved for reimbursement prior to enrollment.

Reimbursement will be made, upon successful completion, on the following basis if the course is required in your position at Oceana County EMS, or if there will be a direct benefit for Oceana County EMS and their patients. Courses offered by Oceana County EMS will be preferred and scheduled prior to scheduling an outside course.

- a. ACLS complete courses will be compensated up to a maximum of \$200 per course for all initial ALS providers.
- b. ACLS recertification courses will be compensated up to a maximum of \$125 per course for ALS providers.
- c. PALS complete courses will be compensated up to a maximum of \$200 per course for all initial ALS providers.
- d. PALS recertification courses will be compensated up to a maximum of \$125 per course for all ALS providers.
- e. PEPP course will be compensated up to a maximum of \$150 per course for all providers

- f. Licensure and/or certification fees will be paid for all staff members who maintain the above-described employment requirements.
- g. Other approved programs may be reimbursed to a staff member up to a maximum of \$250 in any calendar year.
- h. Proof of attendance and/or proof of completion will be required prior to reimbursement being paid to staff members.

ARTICLE XXXV. DISTRIBUTION OF AGREEMENT/BULLETIN BOARD

- a. Each Employee shall be required to sign for a copy of this Agreement.
- b. The Employer agrees to provide bulletin boards at any EMS facility in Hart and Shelby. The bulletin boards are for the purpose of posting notices and information pertaining to union business; however, they remain subject to management review for appropriateness.

ARTICLE XXXVI. UNEMPLOYMENT INSURANCE

The Employer agrees to provide unemployment insurance coverage for all eligible Employees under this Agreement.

ARTICLE XXXVII. USE OF TEMPORARY HELP

The Employer may use temporary non-bargaining unit individuals to supplement the present work force, provided the duration of employment is limited to six (6) months per individual, except for replacement of Union members on a leave of absence in which case duration is limited to twelve (12) months.

ARTICLE XXXVIII. SUBCONTRACTING

Notwithstanding any other contrary provision in this Agreement, the Board of Commissioners reserves the right to subcontract, at any time, bargaining unit work; to purchase any and 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. 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 representative shall meet the Union officials to discuss the proposed subcontracting within the above-referenced 60-day period. However, the decision to subcontract is not grievable and shall be within the Board's sole discretion. In the event the full-time Employees scheduled to be laid off due to subcontracting do not find other employment by the third week following their lay-off, then under such circumstances, the Board shall provide said full-time Employees two (2) weeks severance pay.

ARTICLE XXXIX. MISCELLANEOUS

- a. **SEPARABILITY** - Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State and Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

- b. **ADDRESS CHANGE** - Any Employee shall notify the Employer in writing of any change in name or address promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an Employee's last name and address shown on his/her record for all purposes involving his/her employment.

- c. **UNIFORMS AND EQUIPMENT** - All full-time Employees will be furnished with the following items of equipment, if necessary, which will be returned to Oceana County EMS upon the of his/her employment, with the exception of the name tag:

Three (3) Winter Shirts
Three (3) Summer Shirts
Three (3) Pairs of Pants
One (1) Winter Jacket
One (1) Leather Basket Weave Belt
One (1) Oceana County Protocol Book
One (1) Alphanumeric Pager
One (1) Voice Activated Pager
One (1) Name Tag
One (1) Baseball Cap
Up to \$75.00 for purchase of one pair of leather boots every two years

All permanent, part-time Employees will be furnished with the following items of equipment, if necessary, which will be returned to Oceana County EMS upon the end of their employment, with the exception of the name tag:

Two (2) Winter Shirts
Two (2) Summer Shirts
Two (2) Pairs of Pants
One (1) Winter Jacket
One (1) Leather Basket Weave Belt
One (1) Oceana County Protocol Book
One (1) Alphanumeric Pager
One (1) Name Tag
One (1) Baseball Cap

Up to \$75.00 for purchase of one pair of leather boots
every two years

Management is responsible for all issued equipment/uniforms and replacement thereof unless said loss is due to the negligence of the Employee.

- d. **MEAL ALLOWANCE** - Meal reimbursement for transfers will be based on mileage: 100 miles (one way) \$12.50 and over 150 miles (one way) will be \$25.00. The maximum will be \$25.00 per day. It is the Employee's responsibility to obtain and submit a receipt(s) for such meal(s), within thirty (30) days of said expense. Payment shall be made no later than thirty (30) days after submission.
- e. **EXPENSES** - Expenses in addition to mileage shall be allowed for Employees attending required Employer directed meetings held outside of the official work area (outside of Oceana County) and in performing official duties, when such attendance and payment of expenses are approved by the Director. Such expenses shall follow Board of Commissioner's approved guidelines.
- f. **OPERATION OF AMBULANCES** - The Employer shall not require Employees to take out on the streets or highways any unit (ambulance) that is not in safe operating condition. The Employer shall not discipline, layoff or take any actions against any Employee who refuses to operate a unit if the unit has proven to be unsafe. Minor maintenance of vehicles (lights, air, fluids, wiper blades, etc.) shall be accomplished by the assigned crew.
- g. **DEPARTMENTAL PROPERTY** - Employees shall not be charged for loss or damage of the Employer's property, tools equipment, (mobile or otherwise), or articles rented or leased by the Employer unless clear proof of negligence is shown.
- h. **PERSONNEL PROPERTY** - The Employer shall compensate any Employee for the loss of any work-related personal property that may be broken or damaged in the line of duty which is not due to the Employee's own negligence or carelessness. Reimbursement to the Employee by the Employer shall be limited to one hundred dollars (\$100.00) per incident. In the case of eyeglasses, the Employer will reimburse up to one hundred fifty dollars (\$150.00) per incident.
- i. **PERSONAL RECORDS FILE** - The following items will not be considered from an Employee's personnel file for disciplinary matters according to the following schedule:
 - 1. All verbal warnings or reprimands that are more than 24 months after the incident and are not part of progressive disciplinary action.
 - 2. All written warnings or reprimands that are more than 24 months after the incident and are not part of progressive disciplinary actions.

3. All unpaid suspensions that are more than 24 months after the incident and are not part of progressive disciplinary actions.
4. Any and all complaints and/or any disciplinary actions that are more than 24 months old.

ARTICLE XL. WAGE AND SALARY SCHEDULE

- a. Classifications and Rates - The Employer shall determine the classification and salary range for each Employee or any classifications established during the term of this Agreement. The Employer shall notify the Unit President of the establishment of new bargaining unit classifications. If the Union believes that the compensation is not correct, the Union may request a meeting for negotiating the matter. The compensation ranges and their respective classifications are attached as Appendix A and incorporated herein as part of this Agreement. These rates are the straight-time regular rates of pay for the respective classes.
- b. Each range is composed of steps - Step 1 is hiring for the class and Step 2 is the minimum rate of pay for non-probationary Employees in the class. Movement by Employees to Step 3 and above is only upon recommendation of the Employee's supervisor in accordance with the results of the Employee's annual summary performance evaluation.
- c. New Employees may be given credit for previous experience on the salary schedule at the discretion of the Employer.
- d. Appendix A. - The wages set forth in Appendix A shall be in effect during the term of this Agreement.

ARTICLE XLI. APPENDIX

Appendix A, "Classification and Rates", is incorporated and made a part of this Agreement.

ARTICLE XLII. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until December 31, 2011.

- a. Section 1. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, given written notification of same.
- b. Section 2. If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- c. Section 3. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

- d. Section 4 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.
- e. Section 5. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union, to: Service Employees International Union, 118 West Maple Street, Wayland, MI 49348; and, to the Employer, addressed to: Oceana County, P.O. Box 31, Hart, MI 49420, or to any such address as the Union or the Employer may make available to each other.
- f. Section 6. The parties agree that for the 2011 calendar year, upon request of either party, the contract shall be re-opened for the sole purpose of determining wages for the 2011 calendar year.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 25th day of February, 2010, and said Agreement will expire on December 31, 2011.

SEIU HealthCare Michigan

OCEANA COUNTY

 Marge Faville, President
 SEIU HealthCare Michigan

 Larry Van Sickle, Chairperson
 Oceana County Board of Commissioners

 Norma Kersting
 SEIU HealthCare, Michigan

 Lance Corey, Director
 Oceana County EMS

 Dennis Bauer, President, Local SEIU

 Rebecca Griffin, Oceana County Clerk

 Daniel Yost, Steward, Local SEIU

 Date

 Michael Erickson, Steward, Local SEIU

 Date

APPENDIX A. 2009 EMPLOYEE PAY SCALE effective 07/01/2009

**2009 Employee Pay Scale
(Per Hour)**

Certification	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
EMT - Basic	\$8.74	\$8.85	\$9.02	\$9.28	\$9.84	10.37	10.83
Specialist	\$10.37	\$10.50	\$10.65	\$10.93	\$11.74	\$12.30	\$12.83
Paramedic	\$12.02	12.25	\$12.57	\$13.12	\$13.60	\$14.05	\$14.43

It was agreed that there would be a 0% increase for 2010 for all EMS employees.

SEIU HealthCare Michigan

OCEANA COUNTY

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SEIU HealthCare Michigan

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Daniel Yost, Steward, Local SEIU

Date

Michael Erickson, Steward, Local SEIU

Date

