



Agreement Between The

**OSCEOLA COUNTY
BOARD OF COMMISSIONERS**

And The

**SERVICE EMPLOYEES
INTERNATIONAL UNION**

**AFL-CIO
LOCAL 517M**

January 1, 2008 – December 31, 2010

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AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of April, 2008, by and between the OSCEOLA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer" or "County," and LOCAL 517M of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union."

PURPOSE AND INTENT

It is the purpose and intent of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the Agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

The parties recognize that the interest of the County and the job security of the employees depends upon the county's success in establishing a proper service to the County. To these ends, the County and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION

SECTION 1.1 Collective Bargaining Unit. The employer recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees employed by the Employer in the following collective bargaining unit:

All full-time and regular part-time emergency medical technicians and paramedics employed by Osceola County, BUT EXCLUDING the EMS Director, supervisors, pool employees, temporary employees, volunteers, confidential employees and all other employees.

SECTION 1.2 Definitions. The terms "employee" and "employees" when used in this agreement shall refer to and include only those full-time and regular part-time employees who are employed by the Employer in the collective bargaining unit described in Section 1.1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

- a) Full-Time Employee. A full-time employee is an employee who is working the normal workweek on a regular schedule.
- b) Regular Part-Time Employee. A regular part-time employee is an employee who is regularly scheduled or waiting to be engaged an average of thirty-two (32) hours per week but not on the same basis as a full-time employee.
- c) Pool Employee. A pool employee is an employee who is working on any basis other than the above definitions of full-time employee and regular part-time employee and not on a regular schedule and they are not covered under this agreement.
- d) Temporary Employee. A temporary employee is hired to work when there are staffing shortages such as, but not limited to, sick leave, workers compensation leave, vacation, etc., and such persons are not covered under this Agreement.

REPRESENTATION

SECTION 2.1 Stewards. There may be one (1) appointed steward at each base to represent employees covered by this Agreement. In the absence of a steward, an alternate may be appointed to act in his stead.

The Union shall select the stewards and alternates from the employees in the bargaining unit who have completed their probationary period. The steward or an alternate may, upon receiving permission from their immediate supervisor, investigate and/or present grievances to the Employer in accordance with the Grievance Procedure set forth herein. Such permission shall not be unreasonably withheld during an

employee's shift. The Union shall submit to the Employer in writing the names of each authorized steward and alternate steward before they will be recognized.

SECTION 2.2 Collective Bargaining Committee. A collective bargaining committee composed of two (2) employees shall meet with the Employer representatives for purposes of negotiating modifications to this Agreement.

SECTION 2.3 Lost Time. The Employer agrees to pay members of the collective bargaining committee for time spent while acting in a representative capacity during the processing of grievances and attending meetings or negotiations with the Employer, but only for the straight time hours they would have worked on their regular work schedule provided that such meetings occur at a location within three (3) minute response time of the collective bargaining committee members' base. In the event of a run during such meetings, the parties agree that the members' first responsibility is to respond to the run.

UNION SECURITY

SECTION 3.1 Agency Shop. All employees included in the collective bargaining unit set forth in Section 1.1 shall, thirty-one (31) days after the execution of this Agreement or the completion of their probationary period, whichever is later, either become a member of the union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equal to the cost of negotiating and administering this Agreement which shall not exceed the union's periodic monthly dues. Service fees shall not include initiation fees or special assessments of any kind.

All employees shall either sign and 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.

In cases of non-payment of the Service Fee, the Union shall provide written notice to the employee of non-compliance, explaining that he/she is delinquent in not tendering the Service Fee. If the employee fails to comply within fourteen (14) days, the Union shall give written notice to the Employer that the employee has failed to tender the Service Fee. The Employer shall, upon such notice from the Union, act pursuant to the above paragraph.

SECTION 3.2 Union Membership. Membership in the union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in this Agreement without regard to whether or not the employee is a member of the Union.

SECTION 3.3 Checkoff.

- a) During the life of this Agreement, the Employer agrees to deduct periodic monthly Union membership dues and service fees from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form.
- b) A properly executed copy of the written checkoff authorization form for each employee for whom Union dues or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization that lacks the employee's signature will be returned to the Union by the Employer.
- c) All authorizations filed with the Employer on or before the first (1st) day of the month shall become effective the second (2nd) pay period of that month, provided the employee has sufficient net earnings to cover the Union dues or service fees. An authorization filed thereafter shall become effective with the second (2nd) pay period of the following month. Deductions for any calendar month shall be remitted to the designated financial officer of the union not later than the fifteenth (15th) day of each month.

- d) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.
- e) The Union shall notify the Employer of the proper amount of Union dues and service fees and any subsequent changes in such amounts at least (30) calendar days prior thereto. The Employer agrees to furnish the designated financial officer of the Union a monthly record in duplicate of those employees for whom deductions have been made, together with the amount deducted.
- f) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.
- g) 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 employee's employment relationship with the Employer has been terminated.
- h) 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.
- i) The Employer's sole obligation under this Section is limited to deduction of dues, service fees and initiation 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.

SECTION 3.4 Hold Harmless. The Union agrees to indemnify and save harmless the Employer against any and all claims, including but not limited to, such items as wages, damages, awards, fines, court costs, and attorney fees that may arise out of or by reason of action taken by the Employer pursuant to Section 3.1 or Section 3.3.

MANAGEMENT RIGHTS

SECTION 4.1 Rights.

- a) The Employer retains and shall have the sole and exclusive right to manage its department and divisions 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 hire; 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 determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change, or alter its budget; and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the Grievance Procedure established in this Agreement.
- b) The Employer shall also have the right to promote, assign, transfer, suspend, discipline and discharge non-probationary employees for just cause; layoff and recall personnel; to establish reasonable work rules and fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to establish and change work schedules; to provide and assign relief personnel; to continue, change and/or maintain its operations, provided, however, that these rights 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.

GRIEVANCE PROCEDURE

SECTION 5.1 Definition of Grievance. A grievance shall be defined as a complaint by an employee covered by this Agreement or the Union alleging a violation of a specific provision or provisions of this Agreement as written.

SECTION 5.2 Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Verbal Procedure. An employee with a complaint shall notify the EMS Director or his designee, within eight (8) days after the employee knows or should have known of the events giving rise to the grievance. The complaint shall be discussed informally between the employee and the EMS Director or his designee. If requested, the steward may be present. Every effort shall be made to resolve the grievance in his manner. The EMS Director or his designee shall answer the grievance within five (5) days of the discussion.

Step 2. Written Procedure. If the complaint is not satisfactorily settled in Step 1, it shall be reduced to a written grievance, signed by the employee involved and the steward. The written grievance shall contain a clear statement of the grievance by indicating the issue or subject involved, the relief sought, the date of the incident or alleged violation took place and the specific section or sections of the Agreement involved. The written grievance shall be submitted to the EMS Director within five (5) days after the Employer's answer in Step 1. Within five (5) days after the written grievance has been so submitted, a meeting shall be held between the employee, the steward, the EMS Director and possibly other Employer representatives. The EMS Director shall give his answer in writing to the employee or steward within five (5) days following the meeting.

Step 3. Appeal. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the EMS Director within five (5) days following receipt of the Employer's Step 2 answer. Within ten (10) days after the grievance has been appealed, a meeting shall be held between the Employer representatives and the steward. The Employer representatives shall be a member(s) of the County Salary and Personnel Committee and the EMS Director and the Employer's legal counsel if desired by the Employer. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall respond in writing within ten (10) days after the meeting.

SECTION 5.3 Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance to the next step in a timely manner, the grievance shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual Agreement, provided the extension is reduced to writing and the period of the extension is specified.

SECTION 5.4 Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

SECTION 5.5 Expedited Disciplinary Grievance. Should an employee who has been discharged or given a disciplinary layoff consider such discipline to be improper, a written grievance may, within three (3) working days following the date such discipline is imposed, be filed initially at Step 2 of the Grievance Procedure. The parties will meet at the earliest possible date that is mutually convenient in an attempt to resolve the matter, but, in any event, no later than three (3) working days. If desired by the union or

Employer, the disciplined employee shall be present. All grievances relating to the discharge or the disciplinary suspension of an employee must be presented with the time limits contained in this Section. Any grievance that is not presented within these time limits shall be considered to have been abandoned and no appeal shall be made to the Arbitration Procedure. All other disciplinary grievances shall follow the normal Grievance Procedure.

SECTION 5.6 Time Computation. In computing days under the Grievance Procedure, Saturdays, Sundays and holidays recognized under this Agreement shall be excluded.

SECTION 5.7 Grievance Form. The grievance form shall be supplied by the Union.

ARBITRATION

SECTION 6.1 Arbitration Request. In the event that a grievance involving the application, interpretation, or enforcement of the provisions of this Agreement shall not have been satisfactorily adjusted during the three (3) Steps of the Grievance Procedure, the Union may submit the grievance to arbitration by giving written notice to the EMS Director within ten (10) working days after the last answer by the Employer. By mutual agreement, this time limit may be extended by the parties involved, in writing, provided the length of the extension period is specified. If arbitration is not sought within the ten (10) day period specified in this Section, the matter shall be considered settled on the basis of the Employer's last disposition.

SECTION 6.2 Selection of Arbitrator. Upon the filing by the Union of a timely request for arbitration the parties shall mutually agree upon an arbitrator. If no agreement is reached within seven (7) calendar days, either party may request a panel of arbitrators from Federal Mediation and Conciliation Service. Each party shall alternatively strike names from the panel and the last remaining name serves as arbitrator. The cost of the arbitrator and the expenses of the hearing shall be shared equally by the County and the Union. However, the parties shall be responsible for any and all costs of their own witnesses and representatives.

SECTION 6.3 Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. They shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this agreement, to change or set a wage rate, or to pass upon the propriety of verbal or written warnings administered to employees covered by this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided.

SECTION 6.4 Arbitrator's Award. The arbitrator's award shall be final and binding on the County, Union, and employees, provided, however, that either party to this Agreement reserves the right to challenge an arbitrator's award if he/she has exceeded his jurisdiction under this Agreement.

SPECIAL CONFERENCE

SECTION 7.1 Special Meeting. The County and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations nor in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within fourteen (14) days of receipt of the written request at a time and place that is mutually agreeable to both parties. If the meeting is held during working hours, the unit president shall be paid according to the provisions of Section 2.3.

NO STRIKE - NO LOCKOUT

SECTION 8.1 No Strike Pledge. The Union agrees that neither it nor its officers, representatives, members or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful and proper performance of their duties, including a labor dispute between the Employer and any other labor organization. The Union shall not cause, authorize, sanction, or condone, nor shall any employee covered by this Agreement take part in, any picketing of the Employer's building, offices, or premises because of a labor dispute with the Employer.

SECTION 8.2 Penalty. Any employee who violates the provisions of Section 8.1 shall be subject to discipline by the Employer, up to and including discharge.

Section 8.3 No Lockout. During the life of this agreement, the Employer in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 8.1 agrees not to lockout any employees covered by this Agreement.

SENIORITY

SECTION 9.1 Definition of Seniority. Seniority shall be defined as the length of an employee's continuous full-time service with the Osceola County Ambulance Department commencing with his last date of hire. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

SECTION 9.2 Probationary Period. All employees shall be considered probationary employees until the employee has completed twelve (12) calendar months of work. The Employer has the right to extend the probationary period of an employee up to an additional three calendar months of actual work upon consultation with the affected employee and a Union representative prior to the extension of any probationary period. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge and are employees at will. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire.

SECTION 9.3 Loss of Seniority. An employee's seniority and his employment relationship with the Employer shall automatically terminate for any of the following reasons:

- a) If he/she quits, retires, or receives a pension as a result of his employment with the Osceola County EMS;
- b) If he/she is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement;
- c) If he/she fails to report to work for two (2) consecutive working days, unless a satisfactory reason for such absence is given or proper notice is given to the Employer.
- d) If he/she fails to return to work at the specified time upon expiration of a leave of absence, vacation, recall from layoff, or disciplinary suspension unless a satisfactory reason for such absence is given;
- e) If he/she has been on layoff status for a period of two (2) years or the length of his seniority, whichever is less;
- f) If he/she makes an intentionally false and material statement on his employment application or on an application for a leave of absence or other employer document.

- g) If he/she has been on leave of absence, including a sick or workers' compensation leave, for a period of twenty-four (24) months or for a period equal to the length of his seniority at the time such leave of absence commenced, whichever is less.
- h) He/she is convicted or pleads guilty or nolo contendere to a felony; or a high court misdemeanor.
- l) He/she loses EMS license. If an EMS employee loses required certification and it is not renewed or obtained within one year.

LAYOFF AND RECALL

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

- a) No permanent or probationary employee shall be laid off from his position while any temporary or an irregular employee is serving in the same position in the Department.
- b) 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. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority provided, however, that the remaining senior employees have the experience, license, necessary training and ability to perform the required work.
- c) Upon being laid off from his classification, an employee who so requests, shall in lieu of layoff, replace the least senior employee in an equal or lower paying bargaining unit classification in the department, provided, however, that they have greater seniority than the employee who is being replaced and for which he/she has the necessary training experience, license, and ability to perform the required work.
- d) Employees who replace a less senior employee in lieu of layoff, shall initially be paid the same salary step in the range for the lower position to which he/she has been reduced.

SECTION 10.2 Notification of Layoff. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff, if possible.

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

SECTION 10.4 Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last know 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.

TRANSFERS

SECTION 11.1 Transfer of Employees. If an employee transfers to a position under the Employer, not included in the bargaining unit and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall maintain his accumulated seniority when he/she returns to the bargaining unit.

SECTION 11.2 Base Transfers. Employees upon hire are assigned a home base. Permanent vacancies in a classification at a base shall be posted at each base. Qualified employees within the same classification wishing to transfer shall advise the Director in writing within five (5) working days of the posting. The applicant with the greatest seniority, if in the same classification as the vacancy, shall be given the position unless such a transfer would cause undesirable circumstances at the base or in the event no replacement can be found for the position of the transferred employee within thirty (30) days. In

that event, the Director shall advise the Union President of the reasons. The Director's decision shall be final and binding upon the parties.

SECTION 11.3 Temporary Transfer. When additional manpower is needed on a temporary basis to assist another base, the Employer reserves the right to make temporary transfers from where scheduled manpower is available. The employer may move each employee up to one shift block (2 or 3 days) per month on a rotation basis.

In the event a regularly scheduled employee is temporarily transferred from his regular base to another base, he shall receive Twenty Dollars (\$20) per day of living expenses and meals (excludes housing which is provided by the employer). This is the maximum allowed per day. Pyramiding of living expenses or meal benefits is not allowed.

LEAVES OF ABSENCE

SECTION 12.1 Personal Leave Without Pay. Employees with at least one (1) year's seniority may be granted up to three (3) months leave of absence without pay. A three (3) month extension of the leave of absence may be granted at the option of the Director. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits nor shall insurances continue during that time unless the employee pays for the same, nor shall seniority accumulate beyond that time. Requests for a personal leave shall be in writing and shall be signed by the employee and given to the Director. Such request shall state the reason(s) for the leave. Employees shall not take a leave of absence for the purpose of obtaining other employment. An employee who takes other employment shall be considered voluntarily quitting. The Employee's written request must be approved or denied by the Director prior to the date the leave of absence is to commence.

SECTION 12.2 Paid Sick Leave.

- a) All full-time employees covered by this Agreement who are regularly scheduled to work 16 hours per day shall be credited with sixty-four (64) hours paid sick leave on January 1st of each year beginning in 1998. For new employees paid sick leave days will be prorated annually.
- b) An employee eligible for paid sick leave time may use such leave when he is unable to perform his duties because of illness or injury, or for the care of an ill family member as defined under FMLA, Section 12.2a.
- c) The Employer may require as a condition of any sick leave, a medical statement setting forth reasons for a sick leave when there is a reason to believe that the health or safety of personnel may be affected, or that an employee is abusing his/her sick leave benefits. If the Employer believes that an employee is abusing sick leave, the Employer may require a medical examination, at the Employer's expense if not covered by the employee's insurance, by a doctor selected by the Employer. Further, if the employee is found to have falsified information required under this section, the employee shall be subject to discipline by the Employer up to and including discharge.

In addition to other provisions contained in this contract, the Employer reserves the right to require an employee to take a medical examination (1) if it appears that the employee is having difficulty in performing his/her duties based upon health related reasons or (2) on return from a medical leave of absence. The medical examination shall be given by a doctor selected by the Employer at the Employer's expense if not covered by insurance. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing at his/her expense. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of that medical examination, the Employer will take appropriate action.

- d) Sick leave benefits shall be charged against the employee's sick leave account in the amount taken. Sick leave shall be paid at the benefit rate of 1.25 the employee's regular rate of pay and will not count as hours worked.
- e) Upon death or retirement, the employee or his beneficiary will be paid one-half (50%) of his accumulated sick leave credits at the straight time hourly rate.
- f) Non-probationary employees whose employment is terminated for other than just cause, will be paid one-half (1/2) of their accumulated sick leave credits at the straight time hourly rate.
- g) Upon exhaustion of paid sick leave time, the employee may use earned vacation time and personal days.
- h) Employees with unused sick time shall be allowed to roll over thirty-two (32) hours into the next year for a maximum of ninety-six (96) hours credit on January 1st of each year.
- i) At the end of each year, the employee shall cash in his unused sick leave up to sixty-four (64) hours for that year. If the employee cashes in sick leave days, he will be paid 100% of his normal straight time hourly rate of such unused sick leave days in the last pay period of January at the hourly rate that was earned as of the end of the year.

SECTION 12.2a Family Medical Leave

Employees who have been with the County for at least 12 months and have worked 1,250 hours during the immediately preceding 12 months are eligible for leaves of absence for any one, or more, of the following reasons:

- 1) The birth of a son or daughter, and to care for the newborn child.
- 2) The placement with the employee of a son or daughter for adoption or foster care.
- 3) To care for the employee's spouse, son, daughter or parent with a serious health condition.
- 4) Because of a serious health condition that makes the employee unable to perform the functions of their job.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

Employees desiring leaves under this policy will provide written notice to the Employer setting forth the reason for the requested leave, the anticipated start date of the leave and its anticipated duration. A request for leave to care for an ill family member or the employee themselves must be supported by a certification issued by the health care provider of the employee or employee's ill family member. If the Employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at the Employer's expense from a health care provider of its choice. If the opinions of the employee's and the Employers' designated provider differ, the Employer may require the employee at the Employer's expense to obtain certification from a third health care provider designated or approved jointly by the County and the employee. The County may request recertification at any reasonable interval.

Employees on leaves of absence under this policy will be paid in accordance with the following:

- 1) In instances where the leave is needed due to the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:
 - a) Paid sick leave, b) Paid personal leave, c) Paid vacation.

- 2) In instances where the leave is needed for a reason other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order: a) Paid sick leave, b) Paid personal leave, c) Paid vacation.

As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

On return from leave, an employee shall be returned to the same position they had when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless they are no longer qualified for the position because of their physical or mental condition or the failure to maintain a necessary license or certification. Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job, are required to obtain and present certification from the health care provider that they are fit for duty and able to return to their work. This certification must be provided at the time the employee seeks reinstatement at the end of the leave, and the Employer may deny restoration until satisfactory certification is provided.

SECTION 12.3 Funeral Leave.

- A. An employee shall be allowed forty-eight (48) consecutive scheduled working hours with pay as funeral leave not to be deducted from sick/vacation/personal leave time, for a death in the immediate family. For purposes of this section, immediate family is to be defined as the employee's current spouse, children, foster children, stepchildren, parents, stepparents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren and dependents living at the employee's residence.
- B. An employee shall be allowed sixteen (16) consecutive scheduled working hours as funeral leave not to be deducted from sick/vacation/personal leave time, for a death of an aunt, uncle, niece and nephew.
- C. An employee shall be allowed sixteen (16) consecutive scheduled working hours with pay as a funeral leave day not to be deducted from sick/vacation/personal leave time if they are selected to be a pallbearer.
- D. In the event more hours are requested, additional time may be taken by the employee with the approval of the Director. Such time shall be deducted from the employee's personal leave time, vacation leave or sick leave, in that order.
- E. Funeral leave time will be paid at the benefit rate of 1.25 the employee's regular rate of pay and will not count as hours worked.

SECTION 12.4 Military Leave. The Employer shall comply with all mandatory Federal and State laws pertaining to military service.

SECTION 12.5 Jury Duty and Court Leave. Full-time employees summoned by the Court to serve as jurors or subpoenaed to testify in Court on a job related matter shall be given a leave of absence for such period. For each day that an employee serves as a juror or testifies in response to a subpoena when he otherwise would have worked, he shall receive his regular straight time rate for all hours spent in Court. Any jury duty fee or subpoena fee, other than mileage, shall be turned over to the County. In order to receive pay under this section, and employee must:

- a) Give the Employer advance notice of the day and time he is to report to Court for jury duty or in answer to a subpoena;

- b) Give satisfactory evidence that he reported in response to the subpoena or served as a juror at the summons of the Court on the day that he claims such pay; and
- c) Return to work promptly, after he is summoned by the court and is excused from service.

SECTION 12.6 Personal Leave Time. Full-time employees covered by this agreement shall be allowed sixty-four (64) hours of personal leave time with pay each calendar year. For new employees, personal leave time will be prorated at the rate of sixteen (16) hours per quarter. All requests for personal leave time must be made to the Director or his designee sixteen (16) hours in advance of the date requested. The amount of personal leave time to be taken at any one time shall be determined by the Director or his designee. A request for personal leave time may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department. Approval or denial of the request for personal leave time is to be given within one-half (1/2) of the time the date the request was made and the date of the personal leave. All personal leave time will be paid at the benefit rate of 1.25 the employee's regular rate of pay and will not count as hours worked.

SECTION 12.7 Scheduled Leave. Requests for scheduled leaves of absence, i.e., vacation, personal leave, and continuing education leave, may be submitted by the employee any time during the twelve (12) months following the employee's anniversary date, subject to the limitations in specific leave sections. Requests for additional leaves must be responded to by the Director at least forty-five (45) days prior to the date of the requested leave or within one-half (1/2) the time of the date of the requested leave and the date the request was made, whichever is less.

SECTION 12.8 Union Leave For Meetings and Training. The employer shall have a bank totaling forty (40) hours of unpaid Union Leave time per year. Notice will be provided to the employer as far in advance as possible for requesting leave under this section. This bank of time is set aside for employees to attend Union meetings and training sessions at the request of the union.

HOLIDAYS

SECTION 13.1 Holidays. All full-time employees covered by this Agreement who are eligible, shall receive sixteen (16) hours of pay at their benefit rate of 1.25 the employee's regular rate of pay for each of the following recognized holidays:

New Year's Day	July 4
Martin Luther King Day	Labor Day
Presidents Day	Veterans Day
Good Friday (1/2 day; 8 hrs)	Columbus Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day

SECTION 13.2 Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- a) The employee must work his hours on his last regularly scheduled day before and first regularly scheduled day after the holiday, unless otherwise excused;
- b) The employee must not be on layoff that began more than seven (7) calendar days prior to the holiday;
- c) The employee must not be suspended for disciplinary reasons, provided, however, if such suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay;
- d) The employee must not be on an unpaid leave of absence;
- e) An employee who is scheduled to work on a holiday but fails to report to work, unless otherwise excused, shall not be entitled to holiday pay.

SECTION 13.3 Holiday During Vacation. Should a holiday recognized by this Agreement fall during an employee's vacation, the employee will be paid for the holiday but no additional time off will be granted.

SECTION 13.4 Holiday Work. Employees who work on a holiday recognized by this Agreement shall receive one and one-half (1-1/2) times their regular rate for all hours worked on the holiday up to a maximum of sixteen (16) hours (8 hours for a 1/2 day holiday) in addition to holiday pay.

VACATIONS

SECTION 14.1 Vacation Period. All full-time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

All regular full-time employees hired prior to January 1, 2008, shall be entitled to vacation time with pay under the following schedule:

<u>Seniority Required</u>	<u>Time Off</u>
1 Year	80 hours
2 Years	160 hours
3 Years	176 hours
4 Years	192 hours
5 Years	208 hours
6 Years	224 hours
7 Years	240 hours
8 Years	256 hours
9 Years	272 hours
10 Years	288 hours
11 Years	304 hours
12 Years	320 hours

All regular full-time employees hired after January 1, 2008, shall be entitled to vacation time with pay under the following schedule:

<u>Years of Continuous Service</u>	<u>Hours Pay</u>
At least 1 year but less than 2 years	80
At least 2 years but less than 5 years	112
At least 5 years but less than 13 years	160
At least 13 years but less than 18 years	240
At least 18 years	320

Vacation leave accrues on a yearly basis and is credited to eligible employees each year on their anniversary date, based upon their years of continuous service with the Employer as of their anniversary date.

Continuous Service. For purposes of vacation calculation, an employee's length of continuous service with the Employer shall be calculated from the most recent date the employee commenced work for the Employer, but shall exclude all time spent on unpaid leaves of absence or on layoff in excess of thirty (30) consecutive days.

SECTION 14.2 Vacation Scheduling.

Employees may request time off for vacations after vacation leave has been credited for their use.

a) During the period of November 1st through December 15th of each year, employees may request vacation time by seniority for the next calendar year. Notification of approval or denial of vacation request(s) shall be made by the Director to the employees by January 15th. After December 15th additional

vacation requests will be granted on a first come basis and must be in writing and normally should be submitted by the employee at least fourteen (14) days in advance of the period requested.

b) The Director will advise the employees of the status of their vacation requests within one-half (1/2) the time the date requested and the date the request was submitted. The Director will endeavor to approval all vacations requests, but reserves the right to refuse to allow an employee to take vacation leave at the time requested if such vacation would interfere with the efficient operation of the Department.

c) Earned but unused vacation shall be paid to the employee at the time of his separation from service or to his beneficiary in the case of his death at the benefit rate of 1.25 the employee's regular rate of pay.

d) The employer will not mandate full time employees to work any of the recognized paid holidays. It is the expectation of the employer for the employee to find their own coverage. If this is not accomplished the request will not be granted. In order to insure agency licensure requirements on a holiday a maximum of three (3) full-time employees will be allowed to take vacation time. (Also see Section 13.3 Holiday)

e) Vacation time will be paid at the benefit rate of 1.25 the employee's regular rate of pay.

SECTION 14.3 Vacation Conversion. Vacation will not be accumulative and must be taken in the year in which it was earned, excepting that an employee may carry over from anniversary date to anniversary date eighty (80) hours. An employee will be paid for vacation time not taken at the benefit rate of 1.25 the employee's regular rate of pay, if that time was unable to be used due to management demands and the employee gave the Employer prior advance notice of the request to use vacation and as provided under Section 14.2.

HOURS OF WORK AND OVERTIME

SECTION 15.1 Normal Work Shift.

The normal work shift will consist of the following schedules for a two-week (14 day) period.

Shift A. On Duty: 1, 2, 6, 7, 10, 11, 12

Off Duty: 3, 4, 5, 8, 9, 13, 14

Shift B. On Duty: 3, 4, 5, 8, 9, 13, 14

Off Duty: 1, 2, 6, 7, 10, 11, 12

Employees will be paid for sixteen (16) hours per day and will not be paid for eight (8) hours of sleep time each day. In the event of a change in the normal work shift or schedule, the parties shall negotiate prior to each such change the effect of such change on the employee's hourly rate.

An alternate work shift of seventy-two (72) consecutive hours on duty and seventy-two (72) consecutive hours off duty may be implemented upon mutual agreements of the parties. (Also see Section 15.5)

SECTION 15.2 Overtime Pay.

a) Time and one-half (1-1/2) the employee's straight time rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in the employee's seven (7) day tour of duty.

b) There shall be no pyramiding or duplication of overtime and/or premium pay or benefit hours.

c) When overtime is available the following format will be used.

1. When there is a need to cover any time off the time first shall be offered to pool employees.
2. If unable to fill the time with pool employees, the Employer will then offer the time to the most senior full-time employee first based on hours offered/worked to the full time employees. The most senior employee with the least numbers of unscheduled hours will be asked first. If the time is accepted or refused the employee will be charged the time as if worked.

3. An employee who volunteers for unscheduled overtime will be paid for the 24-hour shift. The employee will also be moved in the overtime rotation to correspond with the number of hours he has been offered/worked.

SECTION 15.3 Mandatory Overtime

The Employer may assign mandatory overtime if unable to fill the overtime opening. The Employer shall follow the following steps:

- a) The Employer shall start and continuously update an overtime rotation being established with each schedule change. The most senior employee will be offered any available time first. As the rotation progresses it will be based on the time offered/worked to equalize all available time to full time employees. Each subsequent offering will be made to the employee with the least number of hours offered/worked.
- b) An employee who has volunteered for unscheduled overtime, shall be moved to the proper position in the rotation based on hours offered/worked.
- c) This list will be considered for mandation of overtime with the employee with the least number of hours offered/worked being mandated first.
- d) All open shifts will be paid at twenty-four (24) hours.

SECTION 15.4 Part-time, Pool, Volunteer, Temporary Employees. The Employer reserves the right to utilize part-time, pool part-time and/or temporary employees or volunteers to minimize overtime demands upon the department, as in Section 15.2(c).

SECTION 15.5 Run Verification. Employees shall receive overtime pay for actual ambulance runs between the hours of 12:00 midnight and 8:00 a.m., if they are on a sixteen (16) hour day and not scheduled to work between 12:00 midnight and 8:00 a.m., provided they are actual verified runs. Verification shall include ambulance run number, date, time, name of patient, if transporting patient, and destination if applicable.

SECTION 15.6 Trading of Pass Days. Employees may trade pass days provided they first obtain the permission of the Director, which shall not be unreasonably withheld and provided such trade does not result in overtime. An employee working on a voluntarily traded pass day shall not be entitled to overtime on such day except as provided in Section 15.5 nor shall such hours be considered as hours worked for purposes of overtime premium pay under Section 15.2.

SECTION 15.7 Work on Off-Duty Day. An employee called to work on his off-duty day will be paid for all hours worked at his regular straight-time rate, up to a maximum of sixteen (16) hours or until 8:00 a.m. the following day, whichever comes first. In the event the sixteen (16) consecutive hours extend beyond midnight, the employee will be paid pursuant to Section 15.5 for any runs that occur between midnight and 8:00 a.m., during which time the pay provided above will resume. Employees who are called to work and request to delay reporting to work until a later time that day shall be paid only for hours worked between the time he reports for work and midnight plus hours worked pursuant to Section 15.5, if applicable.

INSURANCE

SECTION 16.1 Hospitalization Insurance.

- a) Full-time employees in the bargaining unit shall have the following health insurance coverage:

Health Insurance Program equivalent to Blue Cross Blue Shield PPO 2 (90/10) with deductible of \$100 per member and \$200 per family, with a summary of the program as Appendix B. The Plan also includes a \$10/\$20 Prescription Drug Card Benefit.

- b) During the term of this agreement, the employees will pay 10% of the health/Rx insurance premium expenses for 2008, 11% for 2009 and 12% for 2010.

- c) Opt Out of health/Rx insurance. Full-time employees who elect not to enroll or participate in the County's group medical insurance plan because they are eligible for coverage under another non-County health insurance plan available to their spouse or dependents may, upon proof of other non-County coverage, opt out of the County's program.

The employees will receive the same amount as the non-union employees if they choose to "opt out" or not take the insurance. (This amount is currently \$1,500 for single, \$3,000 for a double and \$3,500 for a family contract). The amount is paid out annually the last pay period in November.

Employees who opted out prior to December 31, 2007 and are covered by the county's plan through their spouse or dependents and have been receiving this benefit will be grandfathered in.

SECTION 16.2 Dental Insurance.

- a) Full-time employees covered by this Agreement and their dependents will receive the same dental insurance plan afforded to other Osceola County courthouse non-union employees.
- b) Employees who elect to not enroll or participate in the County's dental program will receive the same opt-out amounts as the general non-union employees as established by Board of Commissioner's policy. This amount is currently 50% of the premium, paid out in November with other medical health insurance opt out payments.

SECTION 16.3 Life Insurance. The Employer agrees to pay the full premium on a life insurance policy of \$30,000 and A.D. & D. for each full-time employee. The employee may have the option of continuing his life insurance policy after retirement at group rates subject to the rules of the carrier.

SECTION 16.4 Workers' Compensation. By law, all county employees must be and are covered by Worker's Compensation insurance. Whenever any injury occurs, it shall be the express obligation of the injured employee to report such injury immediately if possible, to their department head and under no circumstances shall such report be made later than the end of the day on which the injury occurred. Any injury for which medical attention is sought or required shall be reported by the injured as soon as possible to the employee's department head, in writing, with specific details as to the time, date and place of occurrence, as well as, specific details as to the type and cause of injury and the names of any witnesses to the same. Such report shall be signed and dated by the injured employee, and a copy provided to the County Clerk. When on Worker's Compensation, employees will not draw their regular salary. While an employee is on workers' compensation for an on duty injury, all health, dental, life, short and long-term disability insurances will be carried for a period of six months.

SECTION 16.5 Unemployment Compensation. The Employer shall provide unemployment compensation protection for all employees as provided for by the Michigan Employment Security Commission, as required by law.

SECTION 16.6 Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers or to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, as long as the benefits remain comparable. Thirty (30) days prior written notice shall be provided to the Union of such change.

SECTION 16.7 Sick and Accident Insurance.

- A. In consideration for the program of sickness and accident insurance benefits described in this Section, the parties agree that their former program of paid sick days shall no longer continue to exist. No further use of time earned under the prior sick leave program, other than as provided by this section, shall be permitted.
- B. The Employer shall obtain and pay the required premiums for sickness and accident insurance for full-time employees covered by this Agreement. This coverage shall become effective the first (1st) workday following completion of 30 calendar days of employment with the Employer. Employees who are eligible under the insurer's regulations shall receive from the Employer's

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insurance carrier weekly indemnity payments consisting of seventy percent (70%) of their normal gross weekly wages, up to a maximum benefit of four hundred (\$400) dollars weekly. These benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and eighth (8th) day of sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any workers' compensation, or any salary continuation program.

SECTION 16.8 Drug Testing. If an Employee is involved in an accident, a drug test will be done. Random drug testing may be done four (4) times per year, but no one will be called in on their day off to be tested. The dates for the random testing will be determined by the employer.

RETIREMENT

SECTION 17.1 Pension. The Union may review the possibility of changing the pension program. The Union will pay for any required actuarial information during the review process. The contract may be opened to negotiate any potential changes to the retirement program. Any effective agreed upon change in the retirement benefits would commence or be implemented on the 1st day of the month following the agreed upon change and approval by the Union and the Board of Commissioners.

The Employer will furnish Michigan Employment Retirement System "B-2/F-55/15" V-8, FAC 5 retirement benefits. The Employer agrees to pay the full costs, including the employee's share.

CLASSIFICATIONS AND WAGES

SECTION 18.1 Wages.

Listed in Appendix "A" and incorporated herein are the wage rates for the classifications covered by this Agreement, based on 3% for 2008, 2.75% for 2009 and 2.75% for 2010.

SECTION 18.2 Longevity.

- a) Amount. "Longevity Pay" shall be paid to full-time employees based on their anniversary date of hire. Employees have to be employed on a continuous basis to be eligible for longevity pay. Any interruption of continuous employment of more than thirty (30) calendar days unpaid time off shall result in that time not counting toward continuous employment. The time periods shall be:

After five (5) years -	\$190.00
After ten (10) years -	380.00
After fifteen (15) years -	570.00
After twenty (20) years -	760.00
No further steps.	

- b) Time of Payment. It shall be the responsibility of the employee entitled to such longevity pay to bring his/her entitlement of the same to the attention of his/her Department Head. The Department Head shall submit a Voucher for the same to the County Clerk. Such payment will normally be made on the payday immediately following the employee's anniversary date for the years specified above.

SECTION 18.3 New Classifications. Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representative of the Employer and the union shall meet within thirty (30) calendar days to negotiate any changes which might be required. If the parties are unable to agree to the rate, the Employer may implement its last, best offer.

SECTION 18.4 EMS Coordinator. The classification of "Unit Coordinator" has been created and shall be compensated \$2,000 over the Paramedic's regular wage for the additional duties and responsibilities. The position will be open to all Union members, with at least four (4) years of experience as a paramedic, minimum of two years with Osceola County. A testing procedure will be developed for the promotion process, which will include both a written and a panel oral examination. The Oral Examination Panel will consist of the Chairpersons of the Board of Commissioners' Safety Committee and the Personnel and Administration Committee, and one or two other individuals.

MISCELLANEOUS

SECTION 19.1 Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees.

SECTION 19.2 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 or 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.

SECTION 19.3 Regular Part-Time Employees. In the event the Employer hires regular part-time employees for a classification covered by this Agreement, those employees shall be paid at the entry level and shall not receive any fringe benefits such as, but not limited to, vacation, sick leave, personal leave, health insurance, etc.

SECTION 19.4 Address Change. An 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 record for all purposes involving his employment.

SECTION 19.5 Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

SECTION 19.6 Gender. The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

SECTION 19.7 Working Director. The Director shall have the right to perform work ordinarily and customarily performed by bargaining unit employees, provided that an employee is not laid off as a result thereof or their normal work hours are not reduced due to the Director working.

SECTION 19.8 Uniforms.

a) The Employer will provide all new employees the following items of clothing and equipment:

- 6 Uniform shirts (3 winter, 3 summer)
- 4 Uniform pants
- 1 Light Rain Jacket
- 1 Squad Style Heavy Weather EMS Coat With Pants
- 1 EMS Style Helmet With Face Shield
- 1 pair good quality Kevlar leather gloves
- 2 pair good leather boots (1 summer, 1 winter) every 2 years to be replaced as worn out or damaged.
- 1 belt (replaced when worn out)

The parties agree that uniforms issued to employees need not be new. Uniforms damaged in the performance of an employee's duties shall be repaired or replaced by the Employer. Uniforms issued to the employee shall be in good repair and fit properly. Each employee will be allocated \$500 each year to be utilized for uniform and EMS equipment needs. Uniforms and EMS equipment purchases exceeding the \$500 allocation will be the responsibility of the employee for payment. Clothing or EMS equipment

for replacement will be at management's discretion with proof of need. Unexpended allocations will remain in the line-item budget and not expended to the employee.

Employees must return uniforms if they leave the County's employment for any reason.

b) The Employer will place washers and dryers in the Reed City and Marion bases and train the employees in OSHA standards for handling and cleaning contaminated waste. This section may be modified by the EMS Department Safety Committee.

SECTION 19.9 Meal Allowance. Meal reimbursement for transfers will be based on mileage: 68 miles - \$12.50 and over 140 loaded miles will be \$25.00. The meal needs to be a restaurant meal. 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) to receive payment within thirty (30) days. Failure to turn in such receipts within thirty (30) days shall result in forfeiture of payment.

SECTION 19.10 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 Osceola County) and in performing official duties, when such attendance and payment of expenses are approved by the Director. Such expenses shall follow Board of Commissioners' approved guidelines.

SECTION 19.11 Licensure. All employees covered by this Agreement are required as a condition of employment to have and maintain the minimum licensure required by the State of Michigan for the position occupied or hired for. It is the responsibility of the employees to take the necessary continuing education course to maintain licensure. In the event an employee's licensure expires, the employee will be placed on an unpaid leave of absence until licensure is obtained up to sixty (60) days. If licensure is not obtained within the sixty (60) day period, the employee shall be terminated without recourse to appeal or any other provision of this contract.

Notwithstanding any contrary provision, all full-time employees must either be or become a licensed paramedic within eighteen (18) months of employment. Failure to become licensed within that time shall result in termination of employment.

SECTION 19.12 Operation of Ambulances. The County shall not require employees to take out on the streets or highway any unit (ambulance) that is not in safe operating condition if verified by the mechanic who does the regular maintenance on the units. The County shall not discipline, layoff or take any actions against any employee who refuses to operate that unit, unless such a refusal is unjustified.

SECTION 19.13 Inmate Physicals. Bargaining unit personnel shall not be required to give jail inmates physical exams.

SECTION 19.14 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.

SECTION 19.15 Personal Property. The Employer shall compensate any employee for the loss of any personal property that may be broken or damaged in the line of duty that is not due to the employee's own negligence or carelessness. Reimbursement to the employee by the Employer shall be limited to three hundred dollars (\$300.00) per incident, or in the case of eyeglasses up to \$500. A maximum of \$500 will be paid in any year for personal property.

SECTION 19.16 Personnel Records File. The following items will not be considered from an employee's personnel file for disciplinary matters according to the following schedule:

- a) All verbal warnings or reprimands that are more than 12 months after the incident and are not part of progressive disciplinary actions.
- b) All written warnings or reprimands that are more than 36 months after the incident and are not part of progressive disciplinary actions.

SEIU 2008

- c) All unpaid suspensions that are more than 48 months after the incident and are not part of progressive disciplinary actions.
- d) Any and all complaints and/or any disciplinary actions that are more than 96 months old.

SUPPLEMENTARY EMPLOYMENT

SECTION 20.1 Supplementary Employment Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

- a) That the Additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties.
- b) The EMS Director shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and times anticipated to be employed elsewhere. The notice shall be at least seventy-two (72) hours prior to engaging in supplemental employment.
- c) That he/she keeps the EMS Director or immediate supervisor informed of contemplated changes in his/her supplemental employment.

PAST PRACTICE

SECTION 21.1. Past Practice This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

WAIVER

SECTION 22.1. Waiver It is the intent of the parties hereto that the provisions of this agreement shall supersede all prior agreements or understandings, oral or written, expressed or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

TERMINATION

SECTION 23.1 Duration. This Agreement shall be in full force and effect from January 1, 2008, to and including December 31, 2010. Not earlier than sixty (60) days prior to the expiration of the contract, either party may request that the other commence negotiations for a new or modified agreement. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

The below listed parties have agreed to the items and conditions set forth in this contract.

SECTION 23.2 Privatization of Service. The parties agree that if the County were to sell the EMS service to a private party, the party must honor the entire contract and the union until its expiration date.

OSCEOLA COUNTY

BY: Larry Emig
LARRY EMIG, CHAIRPERSON
BOARD OF COMMISSIONERS

DATED: 5/6/08

BY: David Brooks
DAVID BROOKS, COMMISSIONER
BOARD OF COMMISSIONERS

DATED: 04-06-08

BY: Roger Faber
ROGER FABER, COMMISSIONER
BOARD OF COMMISSIONERS

DATED: 5/13/08

BY: Susan Vander Pol
SUSAN VANDER POL, COUNTY COORD.
BARGAINING TEAM MEMBER

DATED: 04.28.08

BY: Edward L. Nettl
EDWARD NETTLE, EMS DIRECTOR
BARGAINING TEAM MEMBER

DATED: 04-28-08

LOCAL 517M, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

BY: Terry Van Eyck
TERRY VAN EYCK
LABOR RELATIONS SPECIALIST

DATED: 4-22-08

BY: David Turner
DAVID TURNER
BARGAINING UNIT REPRESENTATIVE

DATED: 24 APR 08

BY: Deb Wing
DEB WING
BARGAINING UNIT REPRESENTATIVE

DATED: 4-24-08

BY: Walt Hartline
WALT HARTLINE
BARGAINING UNIT REPRESENTATIVE

DATED: 4-24-08

APPENDIX "A"

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>6 YEAR</u>	<u>8 YEAR</u>
<u>PARAMEDIC:</u>							
2008 Rates:	\$32,701.59	\$33,729.95	\$34,929.69	\$36,026.60	\$36,986.39	\$38,049.02	\$39,180.21
3%	\$9.83	\$10.14	\$10.50	\$10.83	\$11.11	\$11.43	\$11.78
2009 Rates:	\$33,600.89	\$34,657.52	\$35,890.26	\$37,017.33	\$38,003.52	\$39,095.37	\$40,257.67
2.75%	\$10.10	\$10.41	\$10.78	\$11.12	\$11.42	\$11.75	\$12.10
2010 Rates	\$34,524.91	\$35,610.60	\$36,877.24	\$38,035.31	\$39,048.62	\$40,170.49	\$41,364.75
2.75%	\$10.37	\$10.70	\$11.08	\$11.43	\$11.73	\$12.07	\$12.43

	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>		<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
<u>EMT SPECIALIST</u>				<u>BASIC EMT</u>			
2008 Rates:	\$28,382.52	\$29,239.48	\$30,130.71		\$25,126.07	\$26,188.70	\$27,285.61
3%	\$8.53	\$8.79	\$9.05		\$7.55	\$7.87	\$8.12
2009 Rates:	\$29,163.03	\$30,043.56	\$30,959.31		\$25,817.03	\$26,908.89	\$28,035.96
2.75%	\$8.76	\$9.03	\$9.30		\$7.76	\$8.09	\$8.42
2010 Rates:	\$29,965.02	\$30,869.76	\$31,810.69		\$26,527.00	\$27,648.88	\$28,806.95
2.75%	\$9.00	\$9.28	\$9.56		\$7.97	\$8.31	\$8.66