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12/31/2004

A G R E E M E N T

between

MONTCALM COUNTY BOARD OF COMMISSIONERS

and

TECHNICAL PROFESSIONAL OFFICE ASSOCIATION OF MICHIGAN

Montcalm County

Effective: January 1, 2000 – December 31, 2004

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AGREEMENT

This Agreement, effective the first pay period on or after February 14, 2000, by and between the MONTCALM COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer", and the TECHNICAL PROFESSIONAL OFFICE ASSOCIATION OF 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. It is recognized by both parties that the best interests of the Employer are of paramount concern and that any labor disputes between the bargaining unit and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this Agreement.

The parties recognized that the interest of the Community and the job security of the members of the bargaining unit depend upon the County's success in establishing a proper service to the Community.

RECOGNITION

Section 1.1. Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to the 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 Ambulance Employees, employed by Montcalm County, BUT EXCLUDING, base supervisors, volunteer, on-call, and casual employees, temporary and seasonal employees, and administrative employees.

Section 1.2. Non-Discrimination. The parties agree that this Agreement shall be administered without regard to age, race, sex, marital status, creed, color, national origin, religion or handicap as required by law. References to the male gender shall equally apply to the female gender and vice versa. Any complaint or grievance under this Section may be discussed under the grievance procedure but shall not be subject to the arbitration procedure provided herein, and any remedies sought shall be pursued in other legal forums.

Section 1.3. Aid to Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for employees included in this collective bargaining unit or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 1.4. Use of Casual & Temporaries. The Employer reserves the right to hire and utilize casual, temporary or seasonal employees as the need may arise, but it is not the intent of the Employer to permanently displace bargaining unit employees with these employees.

Section 1.5. Definition of Employees. A full-time employee is an employee who is regularly scheduled to work three (3) twenty-four and one quarter (24 & 1/4) hour shifts per week. A part-time employee is an employee who is scheduled to work not less than two (2) twenty-four and one quarter (24 & 1/4) hour shifts per week. Casual, temporary, and Seasonal Employees are employees who are utilized when the manpower requirements of the Employer are greater than the Union can accommodate, safety considerations warrant, or Casual, Temporary, or Seasonal employment is needed.

Section 1.6. A.D.A. Waiver. Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by any employee resulting from the Employers' or Union's compliance, including reasonable accommodation, with the Federal A.D.A.

MANAGEMENT RIGHTS

Section 2.1. Reserved Rights. The Union and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated.

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

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Montcalm Ambulance Service in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to establish 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; the control of materials, 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, the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; to determine the number of hours to be worked; to establish work schedules, and in all respects to carry out the ordinary and customary functions of management.

The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. The exercise of any management right shall not be inconsistent with any of the terms of this Agreement.

Section 2.2. Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards of performance of their duties not inconsistent with this Agreement. The Union may challenge the reasonableness of said rules and regulations by filing a grievance within five (5) days after the rules or regulations have been established and the Union has received written notice thereof.

UNION SECURITY

Section 3.1. Agency Shop. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

Section 3.2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 3.3. 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 to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 3.4. Save Harmless. The Union shall indemnify and save the Employer harmless for any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of the Union Security and Dues Checkoff Sections.

DUES CHECKOFF

Section 4.1. Checkoff.

- (a) The Employer agrees to deduct from the first pay of the month of each employee of the bargaining unit the Union's dues or service charge for the month subject to all of the following subsections.

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

UNION REPRESENTATION

Section 5.1. Representation. There shall be one (1) steward for each base chosen from among employees in a manner to be determined by the Union. There shall be a Chapter Chairperson for the union.

Section 5.2. The steward shall be authorized to represent the employees in his base in accordance with the grievance procedure provided herein. The Chapter Chairperson shall be authorized to represent all bargaining unit employees, in accordance with the grievance procedure provided herein. Any grievance which has been resolved to the satisfaction of the grievant, Union and Employer shall be final and binding upon the Employer, employees and the Union.

Section 5.3. Notice of Representatives. The Union shall designate to the Employer, in writing, the steward for each base and the chapter chairperson for the union. The Employer shall not be required to recognize any other employee. The Union may also designate alternate stewards who will only be recognized when the regular steward is unavailable.

Section 5.4. Reporting. A steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Stewards or the Chapter Chairperson will not lose time or pay for time spent during working hours investigating or presenting grievances.

Section 5.5. Union Notices. The Employer agrees to permit stewards to post and maintain Union notices on the premises when expressly authorized by officers of the Union.

Section 5.6. Union Bargaining Committee.

- (a) Employees covered by this Agreement will be represented in negotiations by two (2) negotiation committee members.
- (b) All bargaining by the parties shall commence at a mutually agreeable time.

SPECIAL CONFERENCES

Section 6.1. Special Conferences. The Employer 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 the agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth on the agenda, but it is understood that these special conferences shall not be for the purpose of conducting continuing collective bargaining negotiations nor to in any way modify, add to, or detract from the provisions of this Agreement. Special conferences shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party may be represented by at least two (2) persons, and in addition, each party may have non-employee representatives present.

Section 6.2. The Union's representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding the meeting for which a written request has been made.

Section 6.3. Employee representatives of the Union at special meetings shall be paid by the Employer for the time spent in special meetings but only for the straight time hours they would otherwise have worked on their regular work schedule.

GRIEVANCE PROCEDURE

Section 7.1. Definition of Grievance. A grievance is any dispute between the parties or between the employees and the Employer concerning the interpretation or application of this Agreement or any terms or provisions of the rules and regulations of the Employer, consistent with Section 2.2.

Section 7.2. Grievance Procedure. All grievances shall be in writing and shall include: date, alleged contractual violations or written rule or regulation that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the grievant and the Union representative.

- (a) Verbal Procedure. If an employee has a complaint, he shall, within five (5) days of the occurrence of the incidence which gave rise to the complaint, or five (5) days from the time the employee or Union representative should reasonably have known he had grounds for a grievance, discuss it with the immediate supervisor with the object of resolving the matter informally. The employee may have a steward present. No resolution shall be final until approved by the Ambulance Director.
- (b) Written Procedure.

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

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

Section 7.3. Arbitration Request. If the grievance is not satisfactorily resolved in Step 2, the Union may request arbitration by notifying the Employer within twenty (20) working days after receipt of the Employer's answer in Step 2. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

Section 7.4. Selection of Arbitrator. Upon receipt of a timely request for arbitration, the parties shall attempt to mutually select an arbitrator. If the parties are unable to mutually select an arbitrator, a panel shall be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the parties alternately striking a name from the panel. The remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 7.5. Arbitrator's Powers. The arbitrator shall have no power to amend, add to, alter, ignore, change or modify any provisions of this Agreement, or the written rules and regulations of the Employer, and his decision shall be limited to the application and interpretation of the above and to the specific issue presented to him. The decision of the arbitrator shall not contain a retroactive liability beyond the date, which is ten (10) working days prior to the date of the grievance or the date of the incident, whichever is lesser. The arbitrator shall have no authority to award interest on monetary awards. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The decision of the arbitrator shall be final and binding on the Union, the Employer and the employees involved, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of fraud or wrongdoing.

Section 7.6. If the Employer or the Union requests that the aggrieved employee or other necessary persons be present at any Step or Steps of the grievance procedures to participate in discussion, they will be required to do so.

Section 7.7. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step. The Union shall retain the right to advance to arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided, it is reduced to writing and the period of the extension is specified.

Section 7.8. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 7.9. Expedited Grievance. Should an employee who has been discharged or given disciplinary sentence consider such discipline to be improper, a grievance may be processed initially at Step 2 of the grievance procedure within three (3) days following the date of such action. The Union may file the grievance on behalf of the employee so disciplined.

Section 7.10. Multi-Forum. An employee who elected to pursue a veteran's preference proceeding may not have the same matter adjudicated through the arbitration procedure provided in this Agreement. Likewise, an employee who has a grievance heard in arbitration thereby waives any right to a hearing under the Veteran's Preference Statute on the same matter.

Section 7.11. Duration of Grievance Procedure. No dispute concerning this Agreement and interpretation of this Agreement shall be taken through the grievance procedure or arbitration as provided herein unless the grievance is filed with the Employer during the term of this Agreement or any extensions thereof.

DISCIPLINE AND DISCHARGE

Section 8.1. Notice of Discipline. The Employer shall not discipline, suspend or discharge an employee without just cause. Discipline, suspension or discharge must be by proper written notice to the employee giving specific reasons for the discipline, suspension or discharge. Written notice should be provided prior to or simultaneous with any disciplinary action taking effect. Written notice will be provided to the union steward upon the request of the disciplined employee.

Section 8.2. Steward Representation. The disciplined, suspended or discharged employee will be allowed to discuss his discipline, suspension or discharge with his steward; and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer, its designated representative(EMS Director or Programs Manager), or the base supervisor will discuss the discipline, suspension or discharge with the employee and the Steward.

Section 8.3. Use of Past Record. In imposing any discharge, suspension or discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than eighteen (18) months previously, provided that the employee maintains an infraction-free record during such period of time.

SENIORITY

Section 9.1. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Montcalm County Ambulance Service commencing from his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement. A single seniority list for full-time and regular part-time employees shall be maintained. An employee whose full-time or part-time status is changed shall have his seniority date adjusted to reflect his continuous service where 2574 hours of work shall equal one year of service.

Section 9.2. Probationary Period. All new employees shall be considered probationary employees for a period of six (6) months, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Employer at any time without recourse to this Agreement. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been satisfactory in the opinion of the Employer, the Employer may do so for an additional period not to exceed six (6) months, by giving written notice and reasons therefor to the employee. The probationary period shall be extended by the length of an employee's absence if the employee is absent in excess of fourteen (14) days during his probationary period.

Section 9.3. Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing the name, address, classification and seniority date and shall furnish a copy to the Union at least every six (6) months. Employees who are employed on the same date shall be placed on the seniority roster in alphabetical order of surnames.

Section 9.4. Loss of Seniority. An employee's seniority with the County shall terminate for the following reasons:

- (a) He resigns or quits.
- (b) He is discharged or terminated and said discharge or termination is upheld through the grievance procedure.
- (c) He retires.
- (d) He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is greater.
- (e) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for three (3) consecutive working days without notifying the Employer unless otherwise excused.
- (f) He is declared mentally incompetent by a probate court of competent jurisdiction.
- (g) If he makes an intentionally false statement on his employment application, on an application for leave of absence, or any other official document.
- (h) If he is convicted of a felony or fails to maintain a valid drivers license.

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 irregular employees are 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 and status affected, provided however, that the remaining employees with more seniority have the experience, necessary training and present ability to perform the required work. Further layoffs from the affected classification and status shall be accomplished by the inverse order of seniority.
- (c) Upon being laid off from his classification, an employee who so requests, shall, in lieu of layoff, replace the least senior employee in the same status in a lower paying classification in the Department, provided, however, that he has greater seniority and he has the necessary experience, training and present ability to perform the required work. If there is no employee which the intended laid-off employee can replace, and the employee is full-time status, the employee may displace the least senior regular part-time employee, provided that he has greater seniority and has the necessary experience, training and present ability to perform the required work.

- (d) 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 paid classification to which he has been reduced. A full-time employee who displaces a regular part-time employee shall be required to work the work schedule of the part-time employee.

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

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

Section 10.4. Notice of Recall. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists.

Section 10.5. State or Federal Funded Positions. The Union acknowledges that because many positions are funded with State or Federal money, if such programs are curtailed or eliminated, the employees occupying these positions may be terminated from the Department notwithstanding the layoff and recall procedure; provided this provision is not inconsistent with the rules and regulations governing such State or Federal programs.

TRANSFERS

Section 11.1. Transfers. The Director may temporarily or permanently transfer an employee from one base to another when circumstances require it for training, personnel requirements, personality or morale problems, discipline or adjustments due to manpower reductions or allocations or other legitimate business considerations. The Director shall first solicit volunteers and will give consideration to the employee's seniority and residence. Transfer decisions shall be subject to the grievance procedure but shall not be subject to arbitration.

Section 11.2. 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 shall have accumulated seniority while working in the position to which he transferred.

Section 11.3. Base Transfers. Permanent vacancies in a full-time classification at a base shall be posted at each base. Qualified employees within the classification wishing to transfer shall advise the Director in writing within five (5) working days of the posting. The applicant with the greatest seniority shall be given the position, unless such transfer would cause undesirable circumstances at the base. In that event, the Director shall advise the Chapter Chairperson of the reasons. The Director's decision shall be final unless such decision is appealed through the grievance procedure.

Section 11.4. Openings for Base Supervisor. Permanent vacancies of a base supervisor position shall be filled in the following manner:

Notice of the opening shall be posted advising the deadline for making application to the position. All written applicants with the required qualifications will be interviewed by the Director and Programs Manager. Upon completion of interviews, the Director and Programs Manager will decide who to hire for the position.

JURY DUTY/COURT WITNESS

Section 12.1. Jury Duty. An employee who is assigned jury duty or subpoenaed as a witness shall be granted a leave of absence to serve as required. He shall be expected to be at work for all scheduled hours when not serving as a witness or juror. Leaves of absence for witness or jury duty shall be with full pay when scheduled during a duty shift. Witness time occurring as a direct result of an Employee's duties will be paid as time worked. Fees received by the employee while on duty, not including travel allowance or reimbursement of expenses, shall be returned to the Ambulance Director's office. Employees shall be in uniform while on witness duty as a result of department related duties.

LEAVES OF ABSENCE

Section 13.1. Personal Leave Without Pay. Employees may be granted up to one (1) year's personal leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits, predicated on length of service with the County in the Ambulance Department, nor shall seniority continue to accumulate beyond that time. Requests for personal leave of absence shall be in writing and shall be signed by the employee and given to the Ambulance Director. Such requests shall state the reasons for the leave. All personal leaves of absence in excess of thirty (30) days shall be approved in writing by both the Ambulance Director and the County Controller. Employees shall not take a leave of absence for the sole purpose of obtaining other employment and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Director.

DISABILITY LEAVE

Section 14.1. Disability Leave Without Pay. An employee who becomes medically disabled, including maternity leave, may be allowed a leave of absence for a period not normally to exceed one (1) year. Extensions may be granted upon mutual consent of both Employer and employee. Requests for all leaves of absence must be accompanied by a physician's statement which states the cause of the disability and the expected duration of the disability. Failure to so notify the Employer shall disqualify the employee's right to the leave of absence. Disability leave without pay shall be administered under the same conditions as a personal leave without pay. Before an employee absent from his duties for twelve (12) consecutive calendar days returns to work, he shall satisfy the Employer that he is fit to again perform his duties. In the event of a dispute

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

Section 14.2. Compensation. Should an employee be disabled as a result of a job related injury, the Employer shall make up any difference in pay from disability payments and the employee's normal take home pay, not to exceed ninety (90) days. This job related leave shall not be deducted from sick leave.

MILITARY LEAVE

Section 15.1. Military Leave. Any employee who enters active service of the Armed Forces of the United States, National Guard or Reserve shall receive a leave of absence without pay for the period of such duty. An employee returning from military service shall be reemployed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. The employee shall inform the Employer, in writing, as soon as the employee is notified of acceptance in military service and in any event not less than two (2) weeks prior to the employee's scheduled departure.

WORK DAY AND WORK WEEK

Section 16.1. Normal Duty Day. The normal duty day for full-time and permanent part-time employees shall be twenty-four and one quarter (24.25) hours with eight (8) hours' but not less than five (5) hours' sleep time excluded from work time.

Section 16.2. Tour of Duty. Full-time employees shall be scheduled for a fourteen (14) day tour of duty with six (6) duty days scheduled approximately 3 days per week as follows: one duty day on duty, approximately one duty day off duty, one duty day on duty, approximately one duty day off duty, one duty day on duty, and approximately two days off duty. Permanent part-time employees shall be scheduled for a minimum of two (2) duty days per week, however those days may be neither consistent nor at the same duty station.

Section 16.3. Normal Shift Hours. The normal shift hours shall be from 7:00 a.m. to 7:15 a.m.

Section 16.4. Work Duty Hours. Actual work duty hours shall be from 8:00 a.m. to 5:00 p.m. daily. Employees must, however, remain at the Ambulance base from 5:00 p.m. until 7:15 a.m. but are not assigned actual work duties for these hours, except for time spent on actual ambulance runs and activities related to those runs. Hours designated as "sleep time" are from 10:45 p.m. to 6:45 a.m.

Section 16.5. Emergency Work. Insofar as possible, employees shall be required to respond to emergency overtime work as required by the Employer. However, the Employer reserves the right to utilize part-time employees, temporary employees, volunteers, or administrators to minimize overtime demands upon the Department. It is understood that emergency overtime may be first offered to off-duty bargaining unit employees, but this shall not preclude the Director from using part-time employees, temporary employees, or administrators for overtime when such is required to complete the normal work schedule if safety considerations warrant.

Section 16.6. Reporting for Work. Employees not reporting for work shall notify the appropriate supervisor at least one (1) hour before their starting time and shall advise him as to the reason for their inability to work.

Section 16.7. Extended Duty Shifts. Employees may volunteer for occasional extended duty shifts not to exceed 48.5 hours provided they have not less than eight (8) hours of sleep time during the first 24.25 hour shift.

OVERTIME

Section 17.1. Overtime Premium. Employees shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in one workweek. There shall be no pyramiding of overtime premium pay. For purposes of overtime premium, recognized paid holidays, paid sick leave, paid funeral leave, and paid jury duty shall be considered as hours worked. Paid vacations shall not be counted as hours worked.

TIME SHEETS

Section 18.1. The employee will be required to fill out and submit to the Director's Office a bi-weekly time report noting hours worked, sick time, vacation time or other absences from duty.

UNIFORMS AND UNIFORM ALLOWANCE

Section 19.1. The Employer agrees to provide each full time member of the Bargaining Unit with five (5) uniforms, (shirts, trousers), one (1) winter jacket, one (1) spring jacket, and all required patches, badges, etc.

Section 19.2. The Employer agrees to provide each part time member of the Bargaining Unit with three (3) uniforms, (shirts, trousers), one (1) winter jacket, one (1) spring jacket, and all required patches, badges, etc.

Section 19.3. A minimum of two (2) raincoats shall be maintained on each ambulance primary response unit.

Section 19.4. Uniforms will be cleaned, repaired, or replaced as necessary by the Employer at the Employer's expense. An outside cleaning service will be used to clean the uniforms.

SICK LEAVE

Section 20.1. Sick Leave Accumulation and Payment. It is agreed that full-time employees shall be granted sick leave of absence under the following conditions and qualifications:

- (a) After the completion of his probationary period, each full-time employee shall be credited with forty-eight (48) hours of sick leave and will accumulate sick leave with pay at the rate of six (6) hours for each bi-weekly pay period of employment, exclusive of all leaves of absence, up to a maximum of 156 hours per year. Maximum accumulation of sick leave is 720 hours.
- (b) All payment for sick leave shall be based on the employee's scheduled day at the applicable rate of pay. Should an employee use a full sick day, the employee shall be charged sixteen and one-quarter (16.25) hours of sick leave.

Section 20.2. Sick Leave Use. Sick leave shall be granted:

- (a) When it is established to the Employer's satisfaction that the employee is incapacitated for the safe performance of his duty because of illness or injury or exposure to contagious disease which, according to public health standards, would constitute a danger to the public health;
- (b) Sick leave may be used for the purpose of keeping doctor and/or dental appointments. The employee shall be required to return to work following the appointment. The employee who uses sick leave for doctor appointments or dental appointments shall be required to seek a replacement to attend the base.
- (c) Personal Days. The employee may also use sick leave for illness in the immediate family. All full-time employees may utilize two (2) days per year as personal days taken from their accumulated sick leave bank. Personal days must be scheduled in advance at a time mutually agreeable to the employee and the Director. Any part-time employee who works a minimum of 1,200 hours per calendar year shall be granted one (1) personal day in the following calendar year. Any part-time employee who works a minimum of 2,400 hours per calendar year shall be granted two (2) personal days in the following calendar year.
- (d) Full-time employees who change their status to permanent part-time shall have their accumulated sick leave frozen and will have it reactivated upon resumption to full-time status.

Section 20.3. Termination or Retirement Payment. An employee may convert to cash fifty percent (50%) of his accumulated unused sick leave upon death or retirement under the Employer's pension plan.

Section 20.4. Medical Certification. The Employer may request as a condition of any sick leave, a medical certificate setting forth the reasons for the sick leave, if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits.

Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

Section 20.5. Return Following Sick Leave. Before an employee absent from his duties for twelve (12) consecutive calendar days returns to work, he shall satisfy the Employer that he is fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work from a layoff, unpaid leave of absence, maternity leave, or sick leave, the Employer may require as a condition of return to work, that a medical certificate from a medical doctor of the Employer's choosing and expense, be submitted. If the dispute still exists, final resolution, binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and the third by the first two (2) physicians so named. The report shall be in writing to the Employer and the Union. The cost of this report shall be shared equally by the Employer and the Union.

FUNERAL LEAVE

Section 21.1. Funeral Leave. Full-time employees will be granted time off from working their scheduled hours of work to attend the funeral or attend to personal matters following the death in the family. Each employee granted a funeral leave shall be allowed a maximum of two (2) duty days leave with pay for a death in the immediate family defined as spouse, child, father, mother, sister or brother, grandparent or grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, to attend the funeral.

VACATIONS

Section 22.1. Vacation Accrual. Full-time employees of the Ambulance Department subject to this Agreement shall earn vacation pay in accordance with the following schedule.

- (a) An employee earns seven (7) duty days of vacation upon completing one (1) year of full-time employment; however, an employee may take three (3) duty days after completing six (6) months of full time employment.
- (b) An employee earns eight (8) duty days of vacation upon completing six (6) years of full-time employment.
- (c) An employee earns ten (10) duty days of vacation upon completing eight (8) years of full-time employment.
- (d) An employee earns twelve (12) duty days of vacation upon completing thirteen (13) years of full-time employment.

Section 22.2. Vacation Basis. Rate of vacation pay shall be that rate the employee receives when he uses the vacation time.

Section 22.3. Vacation Pay. For purposes of vacation pay, a duty day shall constitute sixteen and one-quarter (16 1/4) hours at the employee's straight-time hourly rate.

Section 22.4. Vacation Accumulation. Vacation hours not used may only be accumulated to a maximum of two hundred twenty-eight (228.00) hours.

Section 22.5. Vacation upon separation. Employees will be paid for all accrued vacation leave if separation of employment is made in good standing. Good standing shall be defined as employees who voluntarily resign or employees who retire under the County of Montcalm Pension Plan.

HOLIDAYS

Section 23.1. Holidays. The following are recognized holidays for employees of the union:

New Year's Day - January 1
Martin Luther King Day - Monday most contiguous to January 15
President's Day
Memorial Day - Last Monday in May
Fourth of July
Labor Day - 1st Monday in September
Columbus Day - 2nd Monday in October
Veteran's Day - November 11
Thanksgiving Day - 4th Thursday in November
Day After Thanksgiving
Christmas Eve Day
Christmas Day - December 25
New Years Eve - December 31

Section 23.2. Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

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

Section 23.3. Holiday Pay. Employees who work on holidays recognized under this Agreement shall receive time and one-half their straight time regular rate of pay for all hours worked, plus their regular pay. The time and one-half will be paid during the pay period in which the holiday occurred.

INSURANCE

Section 24.1. Life Insurance. During the term of this Agreement, the Employer will provide a term life insurance policy for each full-time employee in the amount of twenty-five thousand dollars (\$25,000). Terms and conditions of the life insurance are as set forth in the insurance policy.

Section 24.2. Hospitalization Insurance. Effective January 1, 1997, employees hospitalization insurance will be a Comprehensive Major Medical Plan(CMM 100) with a \$100.00/\$200.00 deductible and a co-pay of 90/10(maximum loss of \$500.00). During the term of this Agreement, the Employer agrees to pay the required premiums for each full-time employee, including dependent coverage, under the Montcalm County Employee's Benefit Plan. There shall be no liability on the part of the Employer for any insurance premium for an employee or employees who are on layoff or unpaid leave of absence status beyond the month immediately following the month in which such layoff or unpaid leave of absence commences. The Employer reserves the right to select or change all insurance carriers, provided the level of benefits provided to the employees has equal or greater benefits.

- (a) In case a full-time employee is covered with hospitalization insurance from a source other than the County and elects not to participate in the county's hospitalizations insurance, the County will pay Single person's \$100.00 per month and married person's \$200.00 per month. Single Individuals qualifying for coverage greater than single electing not to participate in the hospitalization program will be paid \$200.00 per month. To be eligible for this benefit, the employee must prove that they are covered by hospitalization insurance from another source. Payments will be included in the first pay period of the month and will commence upon receiving proof of other coverage.
- (b) The Employer reserves the right to adopt these changes during the term of the Agreement:
 - i. Current base-major medical plan (Blue Cross Structure) modified by:
 - a. Mandatory cost-containment:
 - (1) Pre-admissions certification,
 - (2) Out-patient testing,
 - (3) Second options for elective surgery,
 - (4) Reasonable penalties for failure to follow cost containment program.
 - b. Lab and X-rays charged to major medical with One Hundred Dollar (\$100) annual deductible and 90/10% co-pay thereafter.
 - c. No-fault auto coordination (no-fault insurance is primary carrier for auto-related injuries group plan is secondary).

- (c) Effective January 1, 1997, all eligible employees shall pay a monthly premium of 6.00% of the premium paid by the county.

If a national health insurance program is implemented, the Employer reserves the right to adopt the national health insurance program in lieu of the hospitalization program provided herein.

Section 24.3. Other Insurance. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payment. The Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs, provided the governmentally-sponsored program has benefits to equal the insurance program in this Agreement.

Section 24.4. Discontinued Insurance Coverage. All insurance benefits other than health insurance as described in Section 24.2 shall be discontinued at the end of the month during which an employee is placed on a non-paid leave of absence or layoff unless the employee pays in advance the required premiums or expenses to maintain such insurance. All insurance benefits shall be discontinued upon the date that an employee terminates his employment with the Employer.

Section 24.5. Part-time Employee Hospitalization Insurance. Regular part-time employees will receive Employer contributions equal to 50% of premiums for such health care, provided the employee contributes the remaining 50% premium.

Section 24.6. Flexible Spending Account/Cafeteria Plan. Effective January 1, 1997, the county will establish a Section 125 Cafeteria Plan in which employees will be given Flexible Spending Accounts. Each year the Employer shall credit to the account of employees with a marital status of single Two Hundred Fifty Dollars (\$250.00). Each year the Employer shall credit to the account of employees with a marital status of married Three Hundred Fifty Dollars (\$350.00). Unused amounts will be returned to the employer at the end of the year.

- a) Employees will be allowed to deposit money into their accounts for medical reimbursement purposes up to \$1,500.00 per year.
- b) Employees will be allowed to use their accounts for dependent care expenses up to the statutory limits.
- c) Employees will be allowed to pay their hospitalization insurance premiums from their accounts.

RETIREMENT

Section 25.1. The County agrees to continue the present program of retirement benefits. The present program includes the following normal retirement provisions:

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

Section 25.2. The County agrees to notify the union of pension trust committee meetings by mailing copies of agendas for those meetings to the designated union representatives.

NEW CLASSIFICATIONS

Section 26.1. Classifications. If a new classification is established, the Employer agrees to negotiate the rate of pay for such classification.

PERFORMANCE EVALUATION

Section 27.1.

- (a) The job performance of each individual new employee will be evaluated at three (3) months by their immediate supervisor and before completion of six (6) months of employment, and at one (1) year of employment. Thereafter, the job performance of every employee will be evaluated at least once a year, unless it is necessary to document an employee’s performance prior to the normal review date.
- (b) In evaluating job performance, the employee’s current employment record will be considered including: job knowledge, quality and quantity of work performance factors. The performance evaluation will be reviewed with the employee by his supervisors and/or the Emergency Services Director. Recommendations for improvement in job performance will be explained to the employee at this time and he will have an opportunity to discuss his performance.

SAFETY REGULATIONS

Section 28.1. Safety. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of any applicable statute, court order or governmental regulation relating to safety of persons or equipment.

It will be the responsibility of each employee to report immediately to his supervisors any malfunction of equipment, personal injury, or any unsafe working conditions which he may observe.

WORK STOPPAGES

Section 29.1. Prohibition. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the

Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any other acts that interfere in any manner with or to any degree with the services of the County.

Section 29.2. Any employee who engages in any activity prohibited by Section 29.1 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of Section 29.1. Any appeal to the grievance procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by Section 29.1.

WAGES AND CLASSIFICATIONS

Section 30.1. Wages and Classifications. The classifications and rates schedules are attached as Appendix "A" and are incorporated as a part of this Agreement.

Section 30.2. Stand-By Pay. Employees on stand-by will be paid a minimum of \$20.00 for full day of stand-by and a minimum of \$10.00 for a half day of stand-by. A full-day shall be ten (10) hours for purposes of clarification.

MISCELLANEOUS

Section 31.1. Savings Clause. Any part of this Agreement which shall conflict with applicable State and 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.

Section 31.2. Supplemental Employment. Members of the Union may engage in supplemental employment if they so desire, provided, however, that it is understood and agreed that the first obligation of the employee is to the Montcalm Ambulance Service and supplemental employment shall in no way conflict with regularly assigned duties (including regular overtime and/or emergency call out times). An employee shall provide the Director with the following information prior to accepting supplemental employment:

1. Name of the Company or organization.

2. Location of Employment.
3. Hours and type of work to be performed.

Section 31.3. Temporary, Casual, and Seasonal Employees. The Union agrees that the Employer may use temporary, casual, and seasonal employees for the purpose of filling in as a result of the absence of full-time and part-time employees as determined by the Employer, but the Employer will not use the temporary, casual, or seasonal employees to replace or displace full-time or part-time employees. Other than applicable Section(s) of this Agreement, the temporary, casual, or seasonal employees will be excluded from this Agreement. For purposes of clarification, only Section(s) that are mandated by State and Federal statute or law are applicable to temporary, casual, or seasonal employees.

Section 31.4. Change in Personal Status. Insofar as possible, employees shall notify the County Controller of any change of name, address, marital status or number of dependents, promptly within seven (7) days after such change has been made. The telephone number will be provided to the Ambulance Director.

Section 31.5. Separation - Voluntary Termination. Employees shall have the responsibility of turning in all ambulance equipment and property at termination of employment.

Section 31.6. Union Bulletin Boards. The Employer agrees to provide suitable space for the Union bulletin board at each base but will not provide such bulletin board. Postings by the Union on such boards are to be confined to official business of the Union.

Section 31.7. Medical Examination. The Employer reserves the right to have an employee submit to a medical examination if there is reasonable cause or concern regarding the employee's physical or mental fitness to perform the required work. The employee shall authorize the release of the medical report to the Employer who shall keep such information confidential. All expenses of such examination shall be borne by the Employer.

Section 31.8. Mileage. The Employer agrees to compensate employees for miles traveled when the employee uses his personal vehicle on authorized County business, at the established County rate.

Section 31.9 Training. The Employer will provide the necessary training to maintain an employee's certification in his classification as and EMT, specialist or paramedic, but the Employer is not required to provide training to the employee to raise his level of certification.

Section 31.10. Captions. The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 31.11. License.

- A. All employees, as a condition of continued employment, shall obtain and retain a valid license as required by the rules and regulations of the State Department of Health. The Employer shall pay the license renewal fee of \$25.00 every three (3) years.

- B. Employees operating county-owned vehicles must possess a valid Michigan driver's license and a satisfactory driving record as a condition of employment. The expense of the drivers license shall be borne by the employee. A "satisfactory driving record" is defined as not more than eight (8) points on an employee's driving record. Points are determined in accordance with the Michigan Department of State's drivers license point system.

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

1. Conviction of a driving related felony.
2. Loss of a valid Michigan drivers license regardless of the number of points on the license.
3. An at-fault accident resulting in a fatality (an at-fault accident is defined as one in which the employee has been fined, sued and received an adverse judgement, applicant's insurance company settled for damages to other party or applicant settled out of court or otherwise was determined to be liable).
4. Any alcohol/drug related offenses.

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

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

Section 31.12. Drug Use and Testing. The Employer strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on County premises (including parking lots and in County vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

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

1. If the Employer has a reasonable suspicion that the employee in question is:
 - a. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or,
 - b. Is currently possessing on County premises unauthorized drugs/alcohol, or,
 - c. Has sold or distributed unauthorized drugs/alcohol on or off County premises or attempted the same.

2. As a part of a routine scheduled physical examination.
3. Upon return from a leave of absence of thirty (30) days or more.
4. During random periods during an employee's probationary period.
5. Immediately following an employment related injury or property damage accident.

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

Section 31.13. Last Chance Policy. An employee who voluntarily discloses a dependency on drugs/alcohol to the Employer and voluntarily undergoes an Employer-approved, supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the County will refrain from taking any disciplinary action against the employee provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and (2) the employee satisfactorily completes the detoxification treatment program as prescribed, and (3) the employee remains free of drug/alcohol use and strictly complies with the County's drug free policy.

Section 31.14. Laundering of Linens. Linens used for patients will be laundered by the Employer at the Employer's expense.

Section 31.15. Mandatory Training. Mandatory Training will be scheduled during duty shifts and requires the employer to provide coverage for training time.

WAIVER

Section 32.1. Waiver Clause.

- (a) It is the intent of the parties hereto that the provisions of the Agreement, which supersedes all prior agreements and understandings, between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.
- (b) The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.
- (c) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of

collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered in this Agreement, 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.

DURATION


Section 33.1. Termination. This Agreement shall remain in full force until 12:00 Midnight, December 31, 2004, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

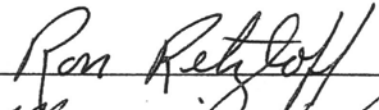
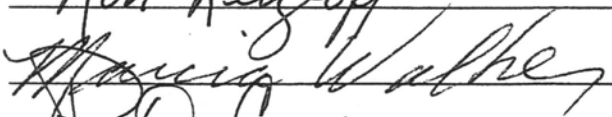

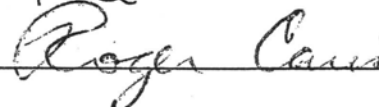
At the Employer's option only, this Agreement may be terminated as to the schedule and wages and re-opened for negotiations as to work schedule and wages only, by giving the Union thirty (30) days' advance written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 28th day of February, 2000.

TECHNICAL PROFESSIONAL OFFICE
ASSOCIATION OF MICHIGAN

MONTCALM COUNTY BOARD
OF COMMISSIONERS



APPENDIX A

Effective the first pay period on or after the dates indicated, the following classifications and wages shall be in effect. Retroactivity of wages shall apply to those employees on the active payroll as of January 28, 2000.

January 1, 2000*

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>After</u>		
			<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Specialists	\$8.64	8.78	9.99	10.14	10.29
Paramedic	8.90	9.05	10.48	10.63	10.78

January 1, 2001

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>After</u>		
			<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Specialists	\$8.90	9.04	10.29	10.44	10.60
Paramedic	9.17	9.32	10.79	10.95	11.10

January 1, 2002

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>After</u>		
			<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Specialists	\$9.17	9.31	10.60	10.76	10.92
Paramedic	9.44	9.60	11.12	11.28	11.44

January 1, 2003

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>After</u>		
			<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Specialists	\$9.44	9.59	10.92	11.08	11.24
Paramedic	9.73	9.89	11.45	11.62	11.78

January 1, 2004

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>After</u>		
			<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Specialists	\$9.72	9.88	11.24	11.41	11.58
Paramedic	10.02	10.19	11.80	11.96	12.13

Full-time and Part-Time employees shall be at the same rate.

* - Wage Rates will be retroactive to January 1, 2000. As an incentive for the bargaining unit to ratify this agreement, employees of record (part-time and full-time) on January 28, 2000 will receive a one-time lump sum payment in the gross amount of \$500.00. The payment will be made within 30 days of final ratification by all parties. Retroactive wages will be paid within 60 days of final ratification by all parties.

