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AGREEMENT

between
the

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OSCEOLA COUNTY CLERK

OSCEOLA COUNTY
BOARD OF COMMISSIONERS

and
the

SERVICE EMPLOYEES
INTERNATIONAL UNION
AFL-CIO
LOCAL 586

Osceola County

AGREEMENT

THIS AGREEMENT, made and entered into this first day of January, 1991, by and between the OSCEOLA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer" or "County", and LOCAL 586 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 understandings 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, confidential employee, 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 for waiting to be engaged an average of fifty-six (56) hours per week but not on the same basis as a full-time employee.

(c) Irregular Employee. An irregular employee is an employee who is working on any basis other than the above definitions of full-time employee and regular part-time employee.

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 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. As a condition of continued employment, 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 periods, whichever is later, either become members 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.

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 employee 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 which 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. 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 respect 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, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and fix and determine penalties for violation 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 and maintain its operations as in the past, 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 this 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 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, and the EMS Director. The EMS Director shall give his answer in writing to the employee or steward within five (5) days following the meeting.

Step 3. 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 Employer representatives and the steward. The Employer representatives shall be a member(s) of the County Salary and Personnel Committee and the EMS Director. 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. Exclusive Procedure. The Grievance Procedure set out above shall be exclusive and shall replace any other grievance or complaint procedure for adjustment of any disputes arising from the application and interpretation of this Agreement. The election to proceed to arbitration as provided herein shall constitute a waiver of any and all rights to proceed under any other formal or informal dispute resolution procedure.

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 which 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, the disciplined employee may be present. All grievances relating to the discharge or the disciplinary suspension of an employee must be presented within the time limits contained in this Section. Any grievance which 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 serve 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. He 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 has exceeded his jurisdiction under this Agreement.

SPECIAL CONFERENCE

Section 7.1. Special Meetings. 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 which 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 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 and any extensions thereof, 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 three (3) months, by giving written notice and reasons therefor to the employee and the Union representative.

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 quits, retires, or receives a pension as a result of his employment with the Osceola County EMS;
- (b) If he is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement;
- (c) If he fails to report for work for three (3) consecutive working days, unless a satisfactory reason for such absence is given;
- (d) If he 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 has been on layoff status for a period of two (2) years or the length of his seniority, whichever is less;
- (f) If he makes an intentionally false and material statement on his employment application or on an application for a leave of absence in excess of three (3) consecutive working days.
- (g) If he 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.

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 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 he has greater seniority than the employee who is to replace and for which he 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 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 known address. 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 shall have accumulated seniority while working in the position to which he transferred.

Section 11.2. Base Transfers.

(a) Permanent vacancies in a 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 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 Unit President of the reasons. The Director's decision shall be final unless such decision is appealed through the Grievance Procedure.

(b) In the event an employee transfers from a specialist to an advanced unit, he shall serve a three (3) month probationary period. The Employer may extend the probationary period for an additional period, not to exceed three (3) months, by giving written notice and the reasons therefor to the employee. During such probationary period, the Director may transfer the employee to his former unit or the employee may request in writing to return to his former unit.

Section 11.3. Temporary Transfer. When additional manpower is needed on a temporary basis (4 days or less) to assist another base, the Employer reserves the right to make temporary transfers from where scheduled manpower is available. In the event a regularly scheduled employee is temporarily transferred from his regular base to another base, he shall receive sixteen dollars (\$16.00) per day for living expenses in addition to mileage.

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) month's leave of absence without pay. A three (3) month's 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 predicated on length of service with EMS, 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 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. 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) Full time employees shall earn paid sick leave credits at the rate of one (1) day per month, exclusive of unpaid leaves of absence. Unused paid sick leave credits may accumulate up to a maximum of one hundred (100) days.

(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.

(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 sick leave benefits.

(d) Sick leave benefits shall be charged against the employee's sick leave account in the amount taken.

(e) Upon death or retirement, the employee or his beneficiary will be paid one-half (1/2) of his accumulated sick leave credits up to a maximum accumulation of eighty (80) days.

(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 up to a maximum accumulation of eighty (80) days.

(g) Upon exhaustion of paid sick leave time, the employee may use earned vacation time and personal days.

Section 12.3 Funeral Leave. An employee shall be granted up to three (3) consecutive calendar days to attend the funeral and to attend to personal matters relating to the death when a death occurs in the employee's immediate family. An employee who loses work from his regular scheduled hours shall receive his regular straight time rate for such lost time for funeral leave. "Immediate family" shall mean the employee's current spouse, parent, child, stepparent, stepchild, parents-in-laws, grandparents, brother, sister and dependents living at the employee's residence. In the event more than three (3) consecutive days are needed for funeral leave, 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 such leave, in that order.

Section 12.4 Military Leave. Any employee who enters active service of the Armed Forces of the United States, National Guard, or Reserve shall receive a military 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. Application for military leave of absence shall be made to 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, except in emergency situations or in the event of extenuating circumstances.

Section 12.5 Maternity Leave. Employees will be granted maternity leave in accordance with state and federal law.

Section 12.6 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, an 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 if, after he is summoned by the Court, he is excused from service.

Section 12.7 Personal Leave Time. Full-time employees covered by this Agreement shall be allowed forty-eight (48) hours of personal leave time with pay each calendar year. For new employees, personal leave time will be prorated at the rate of eight (8) hours per quarter. All requests for personal leave time must be made to the Director or his designee seventy-two (72) 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.

Section 12.8 Continuing Education Leave. The Employer agrees to grant each nonprobationary employee five (5) days of paid leave each calendar year for the sole purpose of attending continuing education classes necessary for an employee to maintain his current level of licensure. Requests for continuing

education leave must be submitted in writing to the Director at least twenty (20) days in advance and must have the prior approval of the Director. A request for continuing education leave may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department. In order to be eligible for paid leave, the employee must submit proof of class attendance to the Director. Continuing education leave is not accumulative and shall have no cash value.

Section 12.9. 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.

HOLIDAYS

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

New Years Day	July 4
Martin Luther King Day	Labor Day
President's Day	Veterans Day
Good Friday (1/2 day; 8 hours)	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 which 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 regular full-time employees shall be entitled to vacation time with pay under the following schedule:

<u>Seniority Require</u>	<u>Time Off</u>
1 Year	5 Days
2 Years	10 Days
3 Years	11 Days
4 Years	12 Days
5 Years	13 Days
6 Years	14 Days
7 Years	15 Days
8 Years	16 Days
9 Years	17 Days
10 Years	18 Days
11 Years	19 Days
12 Years	20 Days

Section 14.2 Vacation Scheduling.

(a) Employees may schedule time off for their vacation during the twelve (12) months following the vacation anniversary date each year, provided that in the opinion of the Director, such time off does not unreasonably interfere with the efficient operation of the Emergency Medical Service.

(b) Vacations shall be arranged with the prior approval of the Director at least twenty (20) days in advance. The Director will answer the vacation request within one-half (1/2) the time of the date requested and the date the request was made.

(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.

Section 14.3 Vacation Conversion. Vacations will not be accumulative and must be taken in the year in which it was earned. An employee will be paid for vacation time not taken at rate of one hundred (100%) of the employee's current rate of pay, if time was unable to be used due to management demands.

HOURS OF WORK AND OVERTIME

Section 15.1 Normal Work Shift. The normal work shift shall be ninety-six (96) hours on and forty-eight (48) hours off. 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.

Section 15.2 Tour of Duty. A full-time employee's tour of duty shall consist of twenty-eight (28) days. Employees shall normally be scheduled to work between eighteen (18) and twenty (20) days in the twenty-eight (28) day tour of duty.

Section 15.3 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 two hundred twelve (212) hours in the employee's twenty-eight (28) day tour of duty.

(b) Paid, but nonworked, time shall count as "hours actually worked" for purposes of determining an employee's eligibility for overtime.

(c) There shall be no pyramiding or duplication of premium pay.

Section 15.4 Part-Time or Volunteer Employees. The Employer reserves the right to utilize part-time or temporary employees or volunteers to minimize overtime demands upon the Department.

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., 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. Employee may trade pass days provided they first obtain the permission of the Director which shall not be unreasonably withheld. An employee working on a voluntarily trade 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 15.3

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 extends beyond midnight, the employee will be paid pursuant to section 15.5 for any runs which 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. The Employer shall furnish to each full-time employee and his family the self-funded Osceola County Health Plan, in effect as of the date of this agreement. The effective date of coverage for new employees will be in accordance with self-funded Osceola County Health Plan provisions. The Employer agrees to hold the Employee harmless for any medical claims not paid under the PREVENT program which would have been paid under the Employer's previous hospitalization insurance program, if such claim is denied because of failure of the medical services provider to comply with the PREVENT requirements and is not the fault of the employee.

Resolution No. XII (EMS Contract)

Honorable Chairman and Members of the Board:

The Salary and Personnel Committee recommend that the 1991-1992 E.M.S. Contract be ratified with the revisions:

Section 16:1 which reflects current insurance coverage, added (Self-funded Osceola County Health Plan.)

Section 16:6 added (in the 1986-1988 agreement. The Medical Insurance referred to in this Section is Blue Cross/Blue Shield Master Medical. This coverage includes the \$1.00 Prescription Rider.)

Respectfully Submitted,
David Dickinson
Gene Bolyard
Dennis Beemer
E. Seath

Moved by Dickinson and supported by Kirkby that the resolution be adopted and placed on file. Motion carried with five (5) yes votes; one (1) no; 3 absent. Voting for were Kirkby, Dickinson, Johnson, Denslow and Beemer; voting no was Kailing; absent Seath, Bolyard and Hyzer.

Resolution No. XIII (EMS Retirement from C-1 to B-2)

WHEREAS, the County of Osceola is a participating municipality of the Michigan Municipal Employees' Retirement System, established by Act. No. 135, P.A. of 1945, as amended; and

WHEREAS, Act No. 135*, P.A. of 1945, as amended, permits governing bodies to adopt a change in benefit plan for their employees, and

WHEREAS, the Retirement Board has adopted a resolution which permits the election of benefit provisions by recognized bargaining units, now

THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the County of Osceola does hereby elect to cover its employees within the following employee classification. AFL-CIO Local 586, who are presently covered under benefit plan C-1, to be covered under benefit plan B-2 W/F55/15 Rider effective Jan. 1, 1989, and

*now known as Act No. 427

BE IT FURTHER RESOLVED, that the Osceola County Clerk, Carl L. Wyman shall file a Certified copy of this Resolution with the Michigan Municipal Employees' Retirement System within 10 days after its adoption.

/s/ Carl L. Wyman
Clerk

Moved by Dickinson and supported by Kirkby that the resolution be adopted, and placed on file. Motion carried with five (5) yes votes; one (1) no vote; 3 absent. Voting for were Kirkby, Dickinson, Johnson, Denslow and Beemer; voting no was Kailing; absent Hyzer, Seath and Bolyard.

Section 16.2 Dental Insurance. Full-time employees covered by this Agreement and their dependents will receive the same dental insurance plan afforded to other Osceola Conuty courthouse employees.

Section 16.3 Life Insurance. The Employer agrees to pay the full premium on a life insurance policy of \$20,000 and A. D. and D. for each full time employee. The employee may have the option of continuing his life insurance policy after retirement at group rate subject to the rules of the carrier.

Section 16.4 Workers' Compensation. In the event an employee sustains an occupational injury, he will be covered by applicable Workers' Compensation Laws.

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 providing the benefits stated in Section 16.1 through Section 16.5 to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains substantially the same as were provided in the 1986-1988 agreement. The medical insurance referred to in this section is Blue Cross/Blue Shield Master Medical. This coverage includes the \$ 1.00 prescription rider.

RETIREMENT

Section 17.1 Pension. The Employer will continue to furnish Michigan Employment Retirement System "B-2/F-55" 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.

Section 18.2 Longevity. Employees covered by this Agreement shall be entitled to longevity pay in accordance with the County policy in effect at the time this agreement is entered into.

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, the parties will negotiate wages, hours and working conditions for such employees.

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 purpose involving his employment.

Section 19.5 Captions. The captions used in each Section of this Agreement are for identification purpose 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 as in the past three (3) years.

Section 19.8 Uniforms. The Employer will provide all new employees the following items of clothing and equipment:

- 1 Uniform shirt
- 1 Uniform pant
- 2 Collar pins
- 2 Level of Training pins
- 1 Winter uniform coat with liner
- 1 Uniform tie

The parties agree that uniforms issued to new employees need not be new. Upon each employee's anniversary date of hire, if needed, he will be issued one additional uniform shirt and pant. Uniforms damaged in the performance of an employee's duties shall be repaired or replaced by the Employer, also uniforms issued to the employee shall be in good repair and fit properly.

Section 19.8a The Employer shall provide for each full-time employee two (2) Nomex flight suit type jumpsuits for wear. Both the Employer and union shall agree upon the style, type and design, to maximum of 5 over a three year period. The employees shall maintain their 'dress white' uniforms for use and wear at public meetings, lectures, formal presentations and public parades.

Section 19.8b. The Employer shall provide for each full-time employee protective clothing as follows:

- 1 - Firefighter/Squad style turnout coat
- 1 - Firefighter/EMS style helmet with face shield
- 1 pr. good quality kevlar/leather gloves

Both Employer and union will agree on the style, type and makeup which will meet the minimum requirements for OSHA.

Section 19.9 Continuing Education Expense. The Employer will reimburse an employee for the cost of continuing education classes necessary for the employee to maintain his current level of licensure, provided:

- (1) The class is approved by the Director prior to attendance;
- (2) The employee submits proof of attendance;
- (3) The employee submits proof of class cost;
- (4) The employee successfully completes the class.

Section 19.10 Meal Allowance. Employees will be paid a meal allowance of up to six dollars (\$6.00) if they are engaged in a patient transport terminating at a hospital outside of Osceola, Wexford, Mesocata and Clare Counties. It is the employee's responsibility to attain and submit a receipt for such meal to receive payment.

Section 19.11 Expenses. Expenses in addition to mileage may be allowed by the Board of Commissioners for employees attending meetings held outside of the official work area and in performing any official duties, when such attendance and payment of expenses are approved by the Director. Such expenses may include, and reimbursement made, for the following items: lodging, tolls, meals, auto storage, taxi service, parking fees, telephone calls. Receipts must be submitted for approved reimbursement.

Section 19.12 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. It is the responsibility of the employees to take the necessary continuing education courses 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 or for sixty (60) days. If licensure is not obtained within the sixty (60) day period, the employee will be terminated without recourse to this Agreement.

Section 19.13 Political Activities. Members have the same rights to participate in political activities while off duty and out of uniform, as any citizen.

Section 19.14 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, as described by the employee and 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 the unit, unless such a refusal is unjustified.

Section 19.15 Inmate Physicals. The employees feel that since we are not licensed physicians and that licensed physicians are the one's who should be performing them, the employees do not want the liability for doing them. Also we would like policies and procedures written up for non-emergencies that occur in the jail. This would help ensure personnel's safety and the County's liability. Policies and procedures to be written by EMS Director, Sheriff and road crew.

Section 19.16. As long as Osceola EMS is under the jurisdiction of the Osceola County Board of Commissioners, it shall remain a separate and distinct department as in the past.

Section 19.17. All Agreements and /or contracts will include retroactive pay.

Section 19.18. If there is any portion of this letter of understanding that conflicts with any portion of any previous union contract, this portion will take precedence.

Section 19.19. A special conference shall be held between the employees, the Employer, and management for any policies or procedures felt to be unreasonable by the employees. Any policy change not agreed upon by the union would require a 2/3 vote of the entire County Board of Commissioners to enact any policy change. If the union feels there are problems with this, it is agreed upon that this section will revert back to the previous section as listed and agreed upon in the 1989 and 1990 contract after the expiration of this contract.

TERMINATION

Section 20.1 Duration. This Agreement shall remain in force until January 1, 1993, 12:01 A.M., and thereafter for successive periods of sixty (60) days unless either party shall, on or before the sixty (60) day period, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or any combination thereof. Any such notice shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, 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.

LETTER OF UNDERSTANDING

MANDATORY OVERTIME

This letter of understanding dated May 12, 1987 shall remain in full effect.

When personnel are needed to work outside their regular schedule, the following steps must be taken before mandatory overtime can be implemented.

- 1) Work first offered to the off-duty employee on the affected unit. If employee declines work offer or cannot be located with reasonable amount of effort, proceed to Step 2.
- 2) Work then offered to off-duty employees on other units. If employees decline work offer or cannot be located with a reasonable amount of effort, proceed to Step 3.
- 3) Work offered to qualified part-time employees. If declined or cannot be located with reasonable effort, proceed to Step 4.
- 4) Director should work unless there is a viable reason he cannot. If he cannot, proceed to Step 5.
- 5) Director may then assign mandatory overtime to one of the available employees with consideration being given to various reasons given for declining in Step 1 and 2.

APPENDIX 'A'

1. Effective this day of April 1, 1991, the following wage rates shall be in effect.

Paramedic

	Start	--	6mos	--	1 year	--	2 years	--	3 years	--	4 years
Base Rate:	18,828		19,138		19,448		20,245		20,998		21,618
Hourly Rate:	4.25		4.32		4.39		4.57		4.74		4.88

2. Current Specialist employee Russell Baughan's wage is to be frozen at the two year paramedic level listed in this Appendix.

Appendix 'A' attached to the 1989 and 1990 contract is replaced by the attached Appendix 'A' which begins with '1. Effective April 1, 1991 the following wage rates shall be in effect:' The following wages will also remain in effect for 1992.

It is further understood and agreed that all of the other terms and conditions set forth in said 1989 and 1990 contract shall remain in full force and effect and are reincorporated herein by reference and that these pages of amendments and the 1989 and 1990 Agreement, as hereby amended shall constitute the full and complete such agreement between the Parties hereto.

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

OSCEOLA COUNTY BOARD OF COMMISSIONERS

LOCAL 586, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

By Donna Denslow
Donna Denslow, Chairman

By David G. Turner
David G. Turner, President

By David Dickinson
David Dickinson, Chairman
Personnel and Salary
Committee

By _____
Kevin Stokes
Vice-President

By Murray Pink
Murray Pink, Director

By James Shelton
James Shelton, President
Local 586, SEIU, AFL-CIO

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Nancy Barber
