

Ambulance
12/31/92

1990-1991-1992

WORK AGREEMENT

Between

COUNTY OF DICKINSON

And

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 79, AFL-CIO

Dickinson County

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of April, 1991, by and between DICKINSON COUNTY, Iron Mountain, Michigan, 49801, hereinafter called the "Employer", and Service Employees International Union, Local 79, AFL-Cio, 2604 Fourth Street, Detroit, Michigan, 48201, hereinafter called the "Union".

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ARTICLE 1: PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment; to provide procedures for the adjustment of grievances; and to promote orderly and peaceful relations for the mutual interest of the County, its employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend on the Employers' success in establishing and rendering proper service to the public.

To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

ARTICLE 2: NO-STRIKE/NO LOCKOUT PROVISION

It is agreed that during the duration of this Agreement, there shall be no strikes, sit-downs, or any acts of any kind or form, whatsoever peaceable, that would interfere with the operation of this County.

Any violation of this provision shall be sufficient grounds for discharge.

The Employer shall not engage in any lockouts.

ARTICLE 3: RECOGNITION

The Employer hereby recognizes Service Employees International Union, Local 79, AFL-CIO 2604 Fourth Street, Detroit, Michigan 48201, exclusive bargaining representative for all full-time and part-time Emergency Medical Technicians (EMTs) and Bookkeeper, for the purpose of collective bargaining with respect to wages, rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 4: MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by Employers except such as are specifically relinquished herein, are reserved to and remain vested in the County, including, but without limiting the generality of the foregoing, the right:

- (A) To determine the size of the work force and increase or decrease its size.
- (B) To hire new employees, to assign and layoff employees, to change the length of time of any work week or work day;
- (C) To direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;
- (D) To establish and change work schedules, work standards, and the methods, processes and procedures by which such work is to be performed;
- (E) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work;
- (F) To establish training requirements for purposes of maintaining or improving professional skills of employees and for purpose of advancement;
- (G) To schedule the work days and the hours of work.

The County reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these enumerations of management prerogative shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers and authority the County had prior to the signing of this agreement, are retained by the County and remain within the rights of the County, whether or not such rights have been exercised in the past.

ARTICLE 5: DEFINITION OF EMPLOYEES

- Section 1: Employees who are regularly scheduled to work at least forty (40) hours per week shall be classified as full-time employees. Full-time employees shall receive all the benefits provided in this Agreement.
- Section 2: Employees who are non-scheduled or are regularly scheduled for less than forty (40) hours per week shall be classified as part-time employees. Part-time employees shall receive no benefits, financial or non-financial, except as provided for herein by specific reference on an Article by Article basis.
- Section 3: Newly hired employees shall be probationary for the first six (6) months of their employment. Probationary employees may be laid off, disciplined, or discharged as exclusively determined by the Employer, with or without cause, provided this

provision shall not be used for the purpose of unlawful discrimination because of Union activity.

ARTICLE 6: NON-DISCRIMINATION

The employer agrees not to discriminate against any employee or applicant for employment based on race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, political beliefs or union activity.

ARTICLE 7: UNION SECURITY

Section 1: The Employer agrees that it will not interfere with the rights of its employees to become members of the Union and that neither the Employer or any of its agents will exercise discrimination, interference, restraint or coercion because of a person's membership in the Union or lack thereof.

Section 2: Employees not 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 become members of the Union or pay a service fee equal to the dues required for membership, commencing thirty (30) days after the effective date of this Agreement and such conditions shall be required for the duration of this Agreement.

Section 3: 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 remain members or pay a service fee to the Union equal to dues uniformly charged to members for the duration of this Agreement.

Section 4: Employees covered by this Agreement who are hired, rehired, transferred or reinstated, after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the dues required for membership for the duration of this Agreement commencing thirty (30) working days following their date of hire.

Section 5: Any individual who is a member of and adherent to teachings of a bona fide religious body or sect which has historically held conscientious objections to joining or supporting labor organizations, shall not be required to join or financially support the Union as a condition of employment. Such employees shall contribute to a non-religious charitable fund exempt from taxation under the Internal Revenue Code, a sum equal in amount to dues uniformly required as a condition of Union membership. Any such employee making this contribution should provide proof of such contributions to the Union.

Section 6: The Employer agrees to deduct dues or service fees from the pay of any employee covered by this Agreement upon presentation of a signed payroll authorization card by the employee. The Union will furnish the Employer with a check-off list in duplicate each month, indicating thereon the amount due for each employee. The Employer shall add to this list the names, addresses, social security numbers and dates of hire of any employee whose names do not appear on the check-off list. The Employer shall also provide the Union with a list of all employees on leaves of absence. One copy of this list shall be returned with the stipulated amount and the additional amounts due for the added employees to the Union prior to the fifteenth (15th) of the month in which the deductions are made.

ARTICLE 8: EMPLOYEE REPRESENTATION

Section 1: The Union shall be represented in the grievance procedure by delegate(s) who are elected by the bargaining unit members.

Section 2: The Union shall keep an up-to-date list of the names of the delegate(s) and shall furnish the Employer with the same.

Section 3: Delegate(s) shall process grievances at all levels of the procedure with the aggrieved employee present.

Section 4: The delegate(s), during working hours, without loss of time or pay, may investigate and present grievances, providing there is no interference, whatsoever, with the operation of the service.

Section 5: A maximum of one (1) member of the bargaining unit while engaged in negotiations will be entitled to release time, as needed, without loss of pay.

ARTICLE 9: ACCESS BY UNION REPRESENTATIVE

Union representatives may visit the employees at reasonable times during working hours for the purpose of representing employees. Union representatives will not cause any disturbance or interference with the employees assigned duties.

ARTICLE 10: BULLETIN BOARDS

The Employer shall provide the employees a bulletin board for their sole and exclusive use for posting of materials pertaining to the bargaining unit. The bulletin board shall be placed within the Ambulance Station.

ARTICLE 11: DISCIPLINE

Section 1: Discipline shall be for just cause only.

Section 2: Where disciplinary action is necessary, the following order of procedure shall be followed, except in cases of serious misconduct, immediate dismissal may be warranted. Serious misconduct shall include, but not be limited to, gross insubordination, dishonesty, physical fighting on the job, intoxication, use of drugs or alcohol on the job if not approved by a doctor, sexual harassment, violations of patient confidentiality as defined by law, and any other serious infraction:

- (A) Verbal warning
- (B) Written warning
- (C) Three (3) day suspension
- (D) Discharge

Section 3: The employee shall have the right to be represented by a delegate at the time disciplinary action is imposed.

Section 4: The Employer agrees that upon imposing any form of written discipline, the Union shall be promptly notified in writing of the action taken. The employee disciplined shall be given a copy of any disciplinary action taken against him/her.

Section 5: All disciplinary actions shall be subject to the grievance procedures.

Section 6: Upon request, an employee may review his/her file. Said file may otherwise not be released without the expressed permission of the employee unless required by law.

Section 7: Reprimands shall not be done publicly.

ARTICLE 12: JOB POSTINGS AND ASSIGNMENTS

A notice of a job vacancy shall be posted for seven (7) days. Employees shall submit their application in writing for the opening.

ARTICLE 13: SENIORITY

Seniority is to be on a department basis and is hereby defined as the total employment with the Employer, beginning with the employee's latest date of hire with the Employer and shall include periods of absence authorized by and consistent with the Agreement.

ARTICLE 14: LAY-OFF AND RECALL

Section 1: In the event a reduction of personnel becomes necessary, employees shall be laid off in the following order:

(A) All full-time employees in reverse order of seniority.

Section 2: An employee to be laid off shall be given a two (2) week notice.

Section 3: Recall shall be in the reverse order of lay-off, with the last employee laid off being the first employee recalled to work.

ARTICLE 15: ORIENTATION

Section 1: The Employer shall establish an orientation program in writing that familiarizes the employee with the techniques and procedures necessary to perform his/her duties.

Section 2: Orientation shall occur during regular working hours and employees shall be paid for hours of required orientation.

ARTICLE 16: IN-SERVICE

The Employer agrees to continue a program of monthly in-service education to keep employees up-to-date on new and improved methods and procedures to maintain an efficient staff. Employees shall be paid at their regular straight time rate of pay for all time spent attending local in-service training.

ARTICLE 17: EDUCATION

(A) All employees are required to be certified through licensure by the Michigan Department of Public Health as Emergency Medical Technicians and must maintain such certification as a condition of continued employment.

(B) The Employer agrees to pay full-time EMT's and paramedics up to fifteen (15) regular straight time hours annually in exchange for up to fifteen (15) Continuing Education Units (CEU's). Such payment will be made on the last payroll in December and shall only be made where the employee was not otherwise paid for attendance. A listing of hours paid, by employee, shall be submitted to the Finance Committee. Full time EMTs and Paramedics who obtained more than fifteen (15) CEU's during any one year will be permitted to carry over excess hours into the following year.

- (C) The Employer agrees to pay part time EMTs and Paramedics up to fifteen (15) regular straight time hours annually on a pro rata basis in exchange for up to fifteen (15) Continuing Education Units (CEU's). Such payment will be made on the last payroll in December and shall only be made where the employee was not otherwise paid for attendance. Proration shall be accomplished by dividing the number of straight time hours worked by each employee between January 1 and December 15 of each calendar year by the total number of full time hours available during said period. This factor shall then be multiplied by 15 with the result being the number of hours eligible for payment. Only part time employees who received pay during the thirty (30) days prior to December 15th shall be eligible for this payment. A listing of hours paid, by employee, shall be submitted to the Finance Committee.
- (D) The Employer also agrees to pay for any educational material required in order to maintain certification.
- (E) At the discretion of the Employer, employees may be granted educational leaves of absence of up to nine (9) consecutive calendar months. Employees requesting such leaves must notify the Employer at least one (1) month in advance of the intended leave, and such leave will be subject to availability of adequate coverage during their absence. Such educational leaves of absence will be without pay or other benefits, and the employee's seniority will be frozen during their absence, but upon return from such leave, as scheduled, they will retain the seniority held by them at the time of commencement of such leave. To the extent permitted by the insurance carrier, the employee may continue group health insurance, at their own expense, upon making appropriate arrangements with the Employer for payment of necessary premiums. Irrespective of any other language in this collective bargaining agreement, the Employer may fill the position of such employee on educational leave of absence with any combination of full-time employees, part-time employees or temporary employees and such employees may, in the Employer's discretion, be deemed "full-time" employees for purposes of scheduling of overtime.

ARTICLE 18: PAID LEAVES OF ABSENCE

Section 1: Paid leaves of absence, for the purpose of this Agreement, shall be: bereavement leave, sick days, vacation and personal days.

Section 2: During said leaves, the employee shall accumulate seniority and all benefits.

ARTICLE 19: SICK DAYS

Section 1: All full time employees shall be entitled to annual sick leave of ninety-six (96) hours. In the event such sick leave shall not have been used during any one year, then the unused portion of said sick leave shall accumulate to a maximum of 800 hours.

This provision shall be retroactive with regard to accumulation and said accumulation is understood to have accrued for the unused portion of sick leave earned but not taken in each given past calendar year.

Section 2: Upon retirement, one-half (1/2) of accumulated sick leave shall be paid subject to the maximum accumulation listed under Section 1.

Upon termination of employment, twenty-five (25%) per cent of accumulated sick days shall be paid subject to the maximum accumulation. An employee must have been in good standing to receive payment for sick days upon termination.

Section 3: Employees having doctor or dentist appointments may schedule same during working hours with the approval of their department head with time away from work to be deducted from sick leave.

Section 4: Sick leave may be used for the serious illness of an employee's spouse or child which requires the employee's immediate presence and which clearly prevents attendance at work.

ARTICLE 20: COURT TIME

An employee who is required to appear in court shall be paid at his/her regular rate for all hours that he/she is required to attend, if such attendance is job related and the employee is summoned as an expert witness.

ARTICLE 21: BEREAVEMENT LEAVE

Section 1: On the death of a spouse, child, foster child, or parent, a full-time employee shall be granted twenty-four (24) hours off at his/her regular rate of pay. Upon request, the employee shall be granted up to a forty (40) hour extension without pay.

Section 2: On the death of a grandparent, father-in-law, mother-in-law, sister, sister-in-law, brother, brother-in-law, son-in-law, daughter-in-law, or grandchild, a full-time employee shall be granted sixteen (16) hours off at his/her regular rate of pay.

ARTICLE 22: VACATION

Section 1: Vacation for full time employees shall accrue as follows:

After 1 year - 40 hours
After 2 years - 80 hours
After 7 years - 120 hours
After 15 years - 160 hours

Section 2: Each employee's anniversary date, for purposes of computing vacation, shall be said employee's date of hire.

Section 3: All vacation must be taken within eighteen (18) months of accrual.

Section 4: Upon termination of employment, an employee shall be paid for earned vacation not taken.

Section 5: The vacation schedule shall be approved by the Administrator, and seniority shall be the determining factor in the case of conflicting vacation requests.

Section 6: Within five (5) working days of a vacation request, the Administrator shall approve or deny the request with the request deemed approved if no response is given.

ARTICLE 23: LONGEVITY

For the life of the contract, longevity will be granted to full time employees as follows, payable in a lump sum on employee anniversary dates:

After 5 complete years of service - \$200
After 10 complete years of service - \$400
After 15 complete years of service - \$600
After 20 complete years of service - \$800

ARTICLE 24: HOLIDAYS

Section 1: Holidays under this provision shall be:

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 5. Labor Day |
| 2. Easter Day | 6. Thanksgiving Day |
| 3. Memorial Day | 7. Veterans Day |
| 4. Independence Day | 8. Christmas Day |

Section 2: For full time employees, holidays shall be paid at eight (8) hours straight time if not worked with an additional time and one-half paid for actual hours of work on any of the designated holidays.

If a holiday occurs within the employee's vacation period and he/she is absent from work because of vacation, the employee,

at his/her discretion, shall be paid for that holiday in addition to his/her vacation pay or receive an additional day off with pay.

Section 3: For part time employees, holidays shall be paid at the rate of time and one-half for actual hours of work on any of the designated holidays.

Section 4: The bookkeeper_s will have pro rata holidays off with pay.

ARTICLE 25: PERSONAL LEAVE DAYS

Section 1: Each full-time employee shall be entitled to twenty-four (24) hours of paid personal leave per year, to be used for the purpose of attending to personal business.

Section 2: Employees hired after January 1, 1990 must successfully complete their probationary period before being eligible to receive personal leave.

ARTICLE 26: HEALTH LEAVE

Section 1: A full time employee who is unable to work because of illness, injury, pregnancy or elective surgery and has exhausted all his/her sick pay under Article 19, shall be granted a leave of absence without pay or benefits upon written request and furnishing evidence in writing of disability from a physician indicating inability to work.

Section 2: The health leave of absence shall be for the period of disability, but not to exceed twelve (12) months.

Section 3: At the employee's option, all accrued paid time off credit shall be paid for health leave.

Section 4: An employee returning from health leave shall give two (2) weeks' notice of his/her intention to return to work. He/she shall return to the position held prior to his/her leave upon providing written proof from a physician indicating ability to return to work.

Section 5: An employee hired to fill a temporary position of an employee on health leave shall be informed at the time of employment or transfer that the position is temporary. He/she shall be notified of the pending return of the employee whose position he/she is filling two (2) weeks in advance of the return.

Section 6: During a health leave, the employee shall accumulate seniority.

Section 7: No employee shall be gainfully employed during any approved health leave as defined herein.

ARTICLE 27: LEAVE FOR UNION BUSINESS

One (1) member of the Union, elected to a State or National convention, shall be allowed time off without pay to attend such conventions.

A maximum of seven (7) days will be granted providing scheduling arrangements can accommodate such leave.

During said leave, the employee shall continue to earn seniority and shall retain all earned benefits.

ARTICLE 28: JURY DUTY

Jury Duty fees will be paid to full-time employees subject to the following guidelines:

- (A) If the employee is not scheduled to work on the day(s) of Jury Duty, the full Jury Duty rate shall be paid to the employee.
- (B) If the employee is scheduled to work at the time of Jury Duty, the regular salary shall be paid to the employee while engaged in Jury Duty during such scheduled hours, but the Jury Duty fees shall be turned in to the County Treasurer or no Jury Fee check will be issued.

ARTICLE 29: WORKING HOURS

Section 1: All full-time Emergency Medical Technicians shall work eighty (80) hours every two weeks and shall receive a base rate of pay for such services. Scheduling is to be determined by the Ambulance Administrator.

Section 2: Employees are entitled to one (1) thirty (30) minute lunch break for each eight (8) or ten (10) hours worked. Employees may leave the station provided they carry a portable radio with them during this time and providing there is no interference with the service.

Section 3: Working assignments can be exchanged between employees as long as adequate coverage is maintained. While such exchanges should be handled in advance with the Administrator during normal working hours, a Time Exchange Form must be completed and left for the Administrator if he is unreachable. Said form shall document the details of the exchange and shall state the time that an attempt was made to reach the Administrator by radio or telephone to obtain approval.

Section 4: Any changes in posted schedules shall be done with the consent of the affected employees.

Section 5: Any changes in the method of scheduling shall be discussed with the employees.

ARTICLE 30: ON-CALL AND CALL-INS

Section 1: Scheduling for Overtime:

Predictable overtime will be posted and employees will be able to sign up for work (i.e., coverage at stock car races, motorcross races, etc.). Employees must call in one-half (1/2) hour prior to the scheduled assignment to verify that the assignment has not been canceled. If the assignment is canceled, the employee shall not be paid for the assignment. For assignments commencing between 7:00 and 7:30 A.M., employees shall call the Sheriff's Department.

Overtime shall be offered to employees in the following order:

1. First choice for overtime:

Full-time employees not scheduled to work that day.

2. Second choice for overtime:

Full-time employees who are scheduled for their regular shift will be called for extra hours.

Except as prohibited in Article 31, Section (4), full time employees shall have the first choice of available overtime not to exceed twenty-four (24) hours in a pay period. Employees reaching 24 hours will be removed from the pin list for the balance of the pay period but may be compelled to work at the direction of the Administrator.

The choice overtime employee shall complete the run. If desired by said employee, he/she may exchange assignments with the in-station employee.

An employee shall respond to first call within ten (10) minutes, weather permitting. An employee on second call shall respond within fifteen (15) minutes, weather permitting.

Section 2: On-Call Pay:

- (A) When a full time employee who is on-call is "called in", he/she shall be paid at the rate of one and one-half (1 1/2) times his/her regular hourly rate for all hours worked, unless he/she has worked less than two (2) hours, in which case he/she shall be paid for two (2) full hours at the rate of one and one-half (1 1/2) times his/her regular hourly rate.

When a part time employee who is on-call is "called in", he/she shall be paid for two (2) full hours at the regular rate of pay unless said time is in excess of forty (40) hours per week in which case actual hours of work in excess of 40 shall be compensated at time and one-half.

"Called in" means the employee was summoned for a call and the employee actually arrived at the station.

- (B) In addition, full time and part time employees will receive \$4.00 for each 1st call (3:00 A.M. - 7:00 A.M.) shift covered and \$2.50 for each 2nd call (3:00 P.M. - 7:00 A.M.) shift covered. It is acknowledged that the \$2.50 for 2nd call is for a sixteen (16) hour period.
- (C) The Employer will maintain a list for scheduling of standby call. So long as there are other employees readily available to perform the work, a full-time employee may elect to be withdrawn from the standby call list provided such election is made at least seven (7) calendar days in advance of the designated shift(s). The employee will not be required to obtain their own replacement but the Employer may fill such shift(s) in any manner it deems appropriate.
- MUST meet 3. leg.*
- 1. Full-time*
- 2. on-call*
- 3. Called on holiday*
- (D) When a full time employee who is on-call is called in on a holiday, as defined in Article 24 he/she shall be paid at the rate of two and one-half (2 1/2) times his/her regular hourly rate for all hours worked, unless he/she has worked less than two (2) hours, in which case he/she shall be paid for (2) full hours at the rate of two and one-half (2 1/2) times his/her regular hourly rate.
- (E) An employee while on-call for Dickinson County Ambulance Service shall not be on-call for another service.

ARTICLE 31: COMPENSATORY TIME

- Section 1: Employees may continue to accumulate and use compensatory time.
- Section 2: No employee may accrue compensatory time in excess of eighty (80) hours.
- Section 3: Employees may elect to "cash in" compensatory time balances prior to the end of the calendar year.
- Section 4: Compensatory time may not be pyramided. Pyramiding in this instance shall mean that when a full time employee uses a compensatory time shift, another full time employee shall not work that shift for compensatory time or payment of time and one half. Such provisions shall also apply to part time employees who may be working in full time status. Additionally, compensatory time taken cannot be counted as hours of work for overtime computation purposes.

ARTICLE 32: OVERNIGHT ON LONG DISTANCE RUNS

An employee required to drive five hundred (500) miles or more, round trip, or if an employee is required to drive less than five hundred (500) miles, but return in the same day is

not possible due to weather conditions or vehicle breakdown, he/she shall not be required to return in less than two (2) full days.

In these circumstances, the Employer shall pay for the full cost of lodging for the day or days involved.

ARTICLE 33: MEALS

Full time and part time employees shall be allotted the present County-wide rate limit for meals in this manner:

Breakfast	- \$ 4.00
Lunch	- \$ 5.00
Supper	- \$10.00

ARTICLE 34: LIFE INSURANCE

Life insurance coverage of five thousand dollars (\$5,000) shall be carried on each full time employee, such company or companies and of such a type as the County Board shall from time to time determine.

The Union shall be provided with a copy of any insurance coverage that may change during the term of this Agreement.

ARTICLE 35: HEALTH INSURANCE

Section 1: Except as otherwise provided for in this Article, the Employer agrees to pay for each full-time employee, and their family, the full premium for health insurance coverage, dental insurance coverage and vision care insurance coverage, in accordance with the insurance agreements with the carriers, the choice of the carriers to be at the discretion of the Employer provided the benefits remain substantially equivalent to, or better than, those currently provided.

Section 2: Upon retirement, and if the employee qualifies for retirement benefits under the Michigan Municipal Employee Retirement System, the Employer agrees to pay the full premium for health insurance coverage, in accordance with the insurance agreement with the carrier covering retired employees, the choice of the carrier to be at the discretion of the Employer provided the benefits remain substantially equivalent to, or better than, those currently provided.

Section 3: Any annual increase in health insurance costs exceeding the 1989 base year rates (single - \$1,675.80; two person - \$3,628.68; family - \$4,042.80) taken in aggregate plus 10% for each year thereafter shall be paid by the Employee. Said payment shall be permitted to be made through a revision in health care coverage whereby premiums are reduced below the limitation provided for herein by mutual agreement of the parties.

Section 4: Family Continuation Riders, where applicable, will continue to be available at the Employer's expense for Employees whose anniversary dates are prior to 1/1/90. For Employees hired on 1/1/90 or thereafter, Family Continuation Riders will be available at the Employee's option provided that the Employee pays the full costs of said Riders.

Section 5: Employees electing not to be covered by the County's health insurance plan will be paid an annuity of \$100 per month through contributions to a deferred compensation plan. Employees choosing this option may elect to be enrolled in a Free Standing Benefit Program which includes Dental, Vision, and Drug Rider Coverage with said program to be paid for by the Employer.

Section 6: If permitted by BC/BS, part time employees may be covered under the County's group health insurance plan provided they pay 100% of the cost of the premium.

ARTICLE 36: LIABILITY INSURANCE

The Employer shall provide adequate malpractice insurance for all full time and part time members of the bargaining unit.

ARTICLE 37: RETIREMENT

Section 1: All full time employees are required to participate in the Municipal Employees' Retirement System.

Section 2: Except as otherwise provided for in this Article, the County agrees to pay for the C-2 retirement plan for all full time employees and employees shall contribute 1% of total salary.

Section 3: In 1990, the Employer shall provide the MERS F50 Retirement rider at no additional cost to the Employee.

Section 4: In 1991, the Employer shall provide the MERS Benefit Program E-2 at no additional cost to the Employee.

Section 5: In 1992, the Mers Benefit Program B-3 shall be implemented with the costs of adding said benefit to be paid by the Employee by way of a payroll deduction in the amount of 1% of salary with the balance of the cost of said benefit to be paid by the Employer.

ARTICLE 38: TERMINATION OF EMPLOYMENT

Section 1: Discharge of an employee by the Employer shall be for just cause only and the employee shall have recourse to the grievance procedure as set forth in this Agreement.

Section 2: The Employer shall give two (2) weeks' notice of termination of employment except in the event of dismissal resulting from serious misconduct.

Section 3: At least two (2) weeks' written notice of termination of employment shall be given to the Employer by the employee, except in the case of personal emergency.

Section 4: A full time employee, upon termination of employment, shall receive all earned vacation and 25% of accumulated sick leave, subject to the maximum accumulation, at the employee's current rate of pay. Employees who retire and who are eligible for benefits under the MERS retirement program shall be paid 50% of their regular shift hours, at their current straight time rate, for each accumulated sick day up to a maximum of 800 hours.

Section 5: In case of death or disability of the employee, all earned vacation pay shall revert to the employee's designated survivor or estate.

ARTICLE 39: RESIDENCY

All full time and part time employees, with the exception of those already living outside of the County prior to the effective date of this Agreement, shall maintain residency within Dickinson County as a condition of continued employment. New hires shall become residents of Dickinson County within sixty (60) days of hiring.

ARTICLE 40: WORKERS' COMPENSATION

Section 1: All full time and part time employees shall be covered by the applicable Workers' Compensation laws.

Section 2: An employee's accrued paid time off credit may be used to cover his/her "waiting period" under Workers' Compensation.

Section 3: In cases of short-term disability of less than six (6) months, the Employer shall continue to pay for full time employees the full cost of health insurance and life insurance while the employee is receiving Workers' Compensation.

ARTICLE 41: RULES AND REGULATIONS

Section 1: Prior to the initiation of any rules and regulations, the Employer shall notify the Union, in writing, of such proposed rules and regulations.

Section 2: Within fifteen (15) working days of receipt of such proposed rules and regulations from the Employer, the Union will indicate in writing their acceptance or rejection of them.

Section 3: If neither agreement or disagreement is received by the Employer within fifteen (15) working days after presentation to the Union, the proposed rules and regulations shall be put into effect and shall not become subject to the grievance procedure.

ARTICLE 42: UNIFORMS AND UNIFORM ALLOWANCE

Section 1: All newly hired full-time employees will be issued a full set of uniforms and hardware, as has been issued in the past to full-time employees.

Initial issue shall be comprised of the following:

(A) Summer:

Two (2) shirts
One (1) pair of pants
One (1) jacket

(B) Winter:

Two (2) shirts
Two (2) pair of pants
One (1) jacket

(C) And the following accessories:

Two (2) badges
Two (2) name-tags
One (1) pair of numbers

Section 2: Effective 1/1/91, the Employer agrees to the reinstatement of the regular uniform allowance whereby full-time employees shall receive seventy-five dollars (\$75.00) quarterly for a total of three hundred dollars (\$300.00) yearly for a uniform allowance. At the discretion of the Administrator, full time employees may be required to replace uniform components which are not longer presentable. Such replacements will be paid for by the Employee using the uniform allowance provided by the Employer.

Section 3: Part time employees who have purchased their own uniforms shall be entitled to a pro rata uniform allowance of \$75.00 quarterly. Said payment shall be made following the close of each quarter and shall be computed by dividing the number of straight time hours worked by each employee during the quarter by the total number of full time hours available during said period. Only part time employees who received pay during the thirty (30) days prior to the end of each quarter shall be eligible for this payment. Part time employees may be required to replace uniform components which are no longer presentable. Such replacements will be paid for by the Employee using the uniform allowance provided by the Employer.

- Section 4: The uniform allowance shall begin with the quarterly payment which follows one (1) complete year of service.
- Section 5: The Employer shall assume responsibility for the replacement of all equipment and uniforms which are damaged in the course of an employee's work, without a reduction of the uniform allowance.
- Section 6: Uniforms are to be worn during scheduled in-station time.
- Section 7: Uniforms are optional when employees are on-call.
- Section 8: Employees agree to discontinue wearing dress hats as part of uniform.
- Section 9: Employer agrees to furnish rain gear, safety hats, and goggles on ambulances.

ARTICLE 43: GRIEVANCE PROCEDURE

Section 1: Definition of a Grievance:

For the purposes of this Agreement, the term "grievance" is defined as all complaints, disputes or controversies arising between the parties during the term of this Agreement involving questions of interpretation and/or application of any provisions of this Agreement. An earnest effort shall be made to settle the grievances promptly in accordance with the following procedure:

1. An employee, or one designated member of a group of employees having a grievance shall first present a grievance orally to the Ambulance Administrator.
2. If the employee and the Ambulance Administrator are unable to settle this matter, the grievance will be reduced to writing and signed by the employee not later than three (3) work days following the oral discussion. The Ambulance Administrator will acknowledge in writing the date and time of receipt of the grievance and the Ambulance Administrator shall submit his/her answer in writing to the grievance by the end of the third (3rd) work day following the work day on which the grievance was placed in writing and presented to the Ambulance Administrator, and such answer shall be given to the grievant and the steward or assistant steward (delegate)

3. If the grievance is not satisfactorily settled at Step 2, the delegate may, within two (2) work days after receipt of the Employer's Step 2 answer, appeal the grievance to Step 3 of the grievance procedure. At Step 3, the grievance shall be discussed at a meeting between the grievant, the delegate and, if desired, a Union representative, and the Chairman of the Board, or his/her designated representative, which meeting shall be held within five (5) work days after appeal to Step 3, or at some other mutually agreed time. The employer will give its Step 3 answer to the Union in writing within five (5) work days following the Step 3 meeting.
4. If the Employer and the Union do not reach agreement at Step 3, either party may, within fifteen (15) calendar days, submit the grievance to arbitration in writing in accordance with the rules of the Federal Mediation and Conciliation Service. If the parties are unable to reach mutual agreement as to an impartial arbitrator to hear the grievance within ten (10) work days following appeal to Step 4, the Union shall file the necessary documents to obtain an appointment of said arbitrator in accordance with the rules of the Federal Mediation and Conciliation Service, and thereafter the matter shall proceed in accordance with those rules. The fees and expenses of the arbitrator shall be borne by the losing party. Whenever the arbitrator's decision is split, the fees will be prorated according to the decision handed down by the arbitrator. Each party shall be responsible for its own expenses, if any, in connection with the arbitration proceedings. The arbitrator shall have no power to add to, take from, modify, amend, alter or disregard any of the terms of this Agreement. The arbitrator's decision shall be final and binding upon the Employer, the Union and any employee or employees involved, and shall be rendered within thirty (30) calendar days following the close of the arbitration hearing.

Section 2: Limitations on Grievance Procedure:

The entire grievance procedure shall be subject to the following limitations:

- (A) No matter shall be considered the subject of a grievance unless it has been discussed at Step 1 of the grievance procedure within five (5) work days of the time the employee knows or should have reasonably known of its existence. Grievances which are timely discussed at Step 1 must thereafter be processed through the grievance procedure within the time limit set forth at each step of the grievance procedure.
- (B) The time limits at any step of the grievance procedure may be extended by mutual agreement of the parties set forth in writing.
- (C) Any disposition of the grievance reached between the Employer and the Union under the grievance procedure, Steps 1 to 3

inclusive, shall be final and binding upon the Employer, the Union and the employee or employees specifically involved.

- (D) If the Union fails to take action within the time limits set forth at any step of the grievance procedure, the grievance shall be deemed closed and shall be settled on the basis of the Employer's last answer.
- (E) If the Employer fails to act within the time limits set forth at any step of the grievance procedure, the grievance will be deemed granted by the Employer upon the basis of the Union's last position.

Section 3: Definition of Work Day:

As used in this Article, the term "work day" shall mean Monday, Tuesday, Wednesday, Thursday and Friday, unless one of such days is one of the holidays set forth in Article 24, in which case it is excluded.

ARTICLE 44: GENERAL

- Section 1: Complaints on any employee will not be considered valid, and no disciplinary action will be taken, unless the complaint is in written form and signed by the person filing the complaint.
- Section 2: Only employees who are bonded can accept payment.
- Section 3: Full-time employees are to be considered the senior officers when on duty with part-time employees.
- Section 4: While on duty, or on call, employees shall refrain from entering a bar, drinking alcoholic beverages, and/or taking any drugs unless they have been approved by a physician and he/she confirms they are safe to be taken while on duty.
- Section 5: Any health related examination, test, treatment or immunization required by the Employer shall be paid for by the Employer.
- Section 6: In the event of an accidental job-related injury, all laboratory test, X-rays, drugs and treatment which may be ordered by a physician shall be provided without cost to the employee.
- Section 7: For full time employees, a yearly physical at the employee's option will be paid for by the Employer at an Employer's cost which is not to exceed \$60.00 upon submission of physician's bill.

Section 8: Employees shall have the right to have a fund-raiser for the purpose of purchasing new equipment subject to advance Board approval.

Section 9: Each ambulance employee required to make a "run" in which there is a patient in need of care for the "run" there and back, would be compensated by receiving two (2) hours compensatory time for any "run" over one hundred fifty (150) miles one way.

Section 10: Bargaining unit employees may, following notification to their supervisor, refuse to operate any vehicle which they reasonably deem to be unsafe. Following such notification, the employee may use another available vehicle until the vehicle has been found/rendered safe by a certified mechanic or another qualified individual.

Section 11: The Employer is agreeable to establishing a Safety Committee.

ARTICLE 45: SAVINGS CLAUSE

Section 1: The parties recognize that this Agreement is subject to the Constitutions and laws of the United States and the State of Michigan.

Section 2: If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 46: MAINTENANCE OF BENEFITS

All conditions of employment relating to pay rates, wages, hours of work, and general working conditions and benefits will be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement.

ARTICLE 47: SALARY SCHEDULE

Section 1: Full Time Employes and Bookkeeper: Effective 1/1/90

POSITION:	Hire Rate	6 Months	1 Year	2 Years	3 Years
EMT II (TOPS 09)	7.57	7.91	8.25	8.60	8.93
EMT I (TOPS 08)	7.36	7.66	7.97	8.29	8.60
BASIC (TOPS 07)	7.20	7.52	7.81	8.12	8.44
BOOKKEEPER (TOPS 04)	6.60	6.76	6.92	7.10	7.26

Section 2: Part Time Employees:

POSITION:	Effective 1/1/90		Effective 1/1/91	
	Hire Rate	Rate after 1 yr.	Hire Rate	Rate after 1 yr.
EMT II (Paramedic)	6.47	6.81	6.73	7.08
EMT I (Spec/Basic)	6.30	6.62	6.55	6.88

Section 3: Annual Wage Adjustments

1991 Each step in each classification will be adjusted to reflect the average labor market movement using the methods prescribed in the Morley Study with the floor for said movement to be 4%.

1992 Each step in each classification will be adjusted to reflect the average labor market movement using the methods prescribed in the Morley Study with the floor for said movement to be 4%.

Section 4: Retroactivity

The above salary structure is retroactive to January 1, 1990 for all persons on the payroll as of April 9, 1991, the date of contract settlement. It is agreed that unless otherwise provided for herein only wages are subject to retroactivity.

ARTICLE 48: TERMS OF AGREEMENT

- Section 1: This Agreement shall be effective from 12:01 A.M., January 1, 1990 and remain in full force and effect until 12:00 P.M., December 31, 1992.
- Section 2: This Agreement is complete in writing and shall not be amended, changed, altered or modified, except by an instrument in writing, duly signed by the parties hereto.
- Section 3: The parties acknowledge that during negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or any matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement.

Therefore, Employer and Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or 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 they negotiated or signed this Agreement.

The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining with respect to a particular subject or matter covered or not covered in this Agreement.