

**LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF LIVINGSTON
And
MICHIGAN ASSOCIATION OF FIRE FIGHTERS/LIVINGSTON COUNTY
EMS EMPLOYEE ASSOCIATION**

WHEREAS, the County of Livingston (hereinafter the "Employer") and the Michigan Association of Fire Fighters, Representing the Livingston County EMS Employee Association (hereinafter the "Union") are parties to a collective bargaining agreement with a term running through December 31, 2024 (hereinafter the "CBA"); and

WHEREAS, the CBA addresses the wages, hours and other terms and conditions of Employment for "All full-time and regular part-time Emergency Medical Technicians", and

WHEREAS, the Parties wish to document their agreement to conditions regarding medical licensure in Section 15.0, and

THEREFORE; the Parties agree as follows:

1. To amend and replace Section 15.0 (1.) of the CBA and replace it with the following language:
 - 1.)
 - a. In the event of action by the State of Michigan against the EMS License of an employee, the employee shall be placed on an unpaid administrative leave for the duration of the investigation and standard appeal process. In the event that after an action is taken by the State of Michigan against the EMS License of an employee, and it has been determined by the employer and/or the State of Michigan that no corrective action is warranted or taken, against the EMS License of said employee relative to their licensure, such member/employee shall be made whole dating back to the date they were originally placed on unpaid administrative leave. While on unpaid leave status, the employee shall have the ability to utilize PTO for purposes of covering lost wages and/or the continuance of premium payments for health care.
 - b. An employee on unpaid administrative leave in paragraph (a) may request to temporarily be assigned non-clinical duties by submitting a request in writing to the Department Director. If such duties are available, and if in the discretion of the Director such assignment is in the interest of the Department, hours shall be assigned on a temporary and as needed basis at the employee regular hourly rate of pay. This assignment is temporary and may not extend past the duration of an investigation and standard appeal process, nor continue after a determination by the State of Michigan. The decisions to assign such work, or the scope of the assignment is not subject to the grievance or arbitration provisions of the collective bargaining agreement. However, no request shall be unreasonably denied.

- c. No employee on an unpaid administrative leave, due to an investigation from a third party, shall be permitted to participate in shift bidding.
 - d. Alternatively, if an employee fails to maintain current State of Michigan Licensure due to lapse or failure to attain proper credentials, that employee shall have sixty (60) calendar days to regain current licensure from the date of loss of licensure and shall be placed on unpaid disciplinary suspension during this time.
 - e. In the event the employee fails to regain their original license status from the State of Michigan under either scenario in subsection a. or b. above, or does not notify the Employer within twenty-four (24) hours of notice of loss of license, the member shall automatically lose their employment.
- 2. This Agreement shall remain in full force and effect until a new or modified agreement is negotiated between the parties. This Agreement cannot be altered, modified or amended unless done so in writing and executed by the parties hereto.
 - 3. All other provisions contained within the CBA and any modifications thereto, that are not otherwise modified by this LOU, shall remain in full force and effect through the effective term of the CBA.
 - 4. Each provision of this LOU is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling will not affect the validity of the remainder of this LOU.

FOR THE EMPLOYER

(County of Livingston)

Date: _____

Date: _____

FOR THE UNION

(Michigan Association of Fire Fighters)

Date: _____

Date: _____