

## **LETTER OF UNDERSTANDING**

### **Regarding Revision of Article 10.3(B) Voluntary Shift Trade Provision of the Collective Bargaining Agreement**

**WHEREAS**, the COUNTY OF LIVINGSTON, a municipal body corporate of the State of Michigan (hereinafter referred to as the "Employer") and the MICHIGAN ASSOCIATION OF FIREFIGHTERS (hereinafter referred to as the "Union") represents employees of the Employer in the position of Emergency Medical Technician ("EMT"); and

**WHEREAS**, the Union and Employer have entered into a collective bargaining agreement for the for the period January 1, 2022 through December 31, 2024 (the "CBA"); and

**WHEREAS**, dispute has arisen between the Union and Employer related to application, interpretation and the scope of Article 10.3(B) voluntary shift trade provision of the CBA; and

**WHEREAS**, the Union has filed a Grievance No. 24-004, dated March 11, 2024; and

**WHEREAS**, the parties wish to resolve this matter and are agreeable to amending and clarifying the Voluntary Shift Trade provision of Art. 10.3(B) of the CBA.

**NOW, THEREFORE, IT IS HEREBY AGREED** that Article 10.3(B) of the CBA is amended as follows:

#### **Section 10.3. Overtime Premium Pay**

...  
B. Notwithstanding the provisions of this section and Section 10.1, similarly qualified employees may trade work days within the shift bid and with the approval of the Director or his/her designee, but such trading shall not result in additional overtime compensation. Employees may trade with an open shift on the schedule prior to or within the current pay period if no similarly qualified employee is available to trade within the shift bid. The Employer may deny an open shift trade when it takes the schedule below minimum staffing or creates an extended shift(s) but will not be unreasonably denied.

If an employee agrees to trade shifts with another employee and then calls in sick or otherwise does not work the shift the following provisions apply:

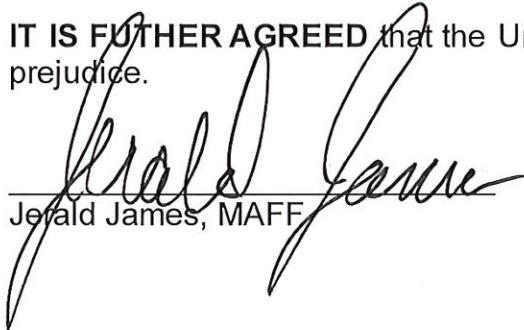
1. If an unexpected absence occurs during the first part of the trade, the trade is considered canceled. The employee regularly scheduled to work will use PTO or personal leave. The approval of PTO use is subject to the PTO usage policy.

2. If an unexpected absence occurs during the second half of the trade, the employee scheduled off in the second part of the trade will complete the trade taking the day off and reporting off as planned. The employee who did not complete the shift trade will reflect PTO or personal leave on the original day taken off during the first part of the trade. Payroll will be adjusted correcting the regular worked pay code and replacing the time with PTO or Personal leave. If the employee fails to fulfil their trade due to separation of employment, PTO bank payoffs shall be reduced by the applicable number of hours.

....

**IT IS FURTHER AGREED THAT** the remaining provisions of the CBA are unchanged and remain in full force and effect.

**IT IS FUTHER AGREED** that the Union agrees to withdraw Grievance No. 24-004 with prejudice.

  
Jerald James, MAFF

5/23/24  
Date

\_\_\_\_\_  
David Feldpausch, EMS Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathan Burd, County Administrator

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR  
COUNTY OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.  
By: RICHARD D McNULTY 5/21/2024

N:\Client\Livingston\Ambulance (EMS)\Grvs\MAFF 24-004\LOA Amending Art. 10.3 shift trade 5.21.2024.docx