

# **A G R E E M E N T**

**BETWEEN**

**LIVINGSTON COUNTY BOARD OF COMMISSIONERS**

**-&-**

**MICHIGAN ASSOCIATION OF FIRE FIGHTERS**

**FOR**

**LIVINGSTON COUNTY EMS**



**March\_\_\_\_, 2025 2022 THROUGH DECEMBER 31, 2027 2024**

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# **A G R E E M E N T**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of **March, 2025 2022**, by and between the **LIVINGSTON COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the "Employer," and **MICHIGAN ASSOCIATION OF FIRE FIGHTERS (MAFF)**, together hereinafter referred to as the "Union".

## **PREAMBLE**

The parties recognize that the interest of the County and the job security of the employees depend upon the Employer's success in establishing proper, efficient services to the County.

## **RECOGNITION**

### **Section 1.0. Collective Bargaining Unit**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All permanent full-time and regularly scheduled part-time emergency medical technicians (EMT) employed by Livingston County, BUT EXCLUDING clerical employees, temporary employees, irregular part-time employees, on-call employees and supervisors.

For purposes of the Act, to bargain collectively is the performance of the mutual obligation of the Employer and the representative to the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment.

## **UNION SECURITY**

### **Section 2.0. Agency Shop and Dues Deduction**

- A. The Employer will not discriminate against any employee because the Employee voluntarily chooses to be a member of the union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer discriminate against any Employee who chooses not to be a member of, or not to pay dues/fees to the Union.
- B. Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of the representation fees shall be voluntary. If an employee voluntarily submits a dues/fees deduction form, the Employer agrees to

deduct Union dues/fees to become effective the first payday of the month following the Employee's successful completion of thirty (30) days of employment.

- C. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representations fees, subject to all of the following conditions:
- (1) The Union shall obtain from each employee who voluntarily agrees to become members or pay a representation fee a completed Check-Off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject.
  - (2) All Check-Off Authorization Forms shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
  - (3) The Employer shall check-off obligations which come due at the time of check-off, and will make check-off deduction only if the Employee has enough pay due to cover such obligation. If an employee withdraws his/her check-off authorization form in writing to the Employer and the Union, no deduction shall be made commencing with the first full pay-period after the authorization was withdrawn. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
  - (4) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is transmitted, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
  - (5) The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
  - (6) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article sub 3. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.
- D. The Parties agree that should the right to work legislation be overturned though the courts or modified by the State of Michigan, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement

## **REPRESENTATION**

### **Section 3.0. Union Representation**

Livingston County recognizes the right of the Union to designate representatives and/or alternates for the purpose of handling contract grievances, who shall be unit employees of Livingston County EMS. The alternate may exercise the rights of the President and/or Steward whichever is applicable, as set forth in this Article, only in the event the President or Steward is absent from work. **The Union will supply the Employer a list of approved representatives and alternates at least once per year, and as changes are made.** In the event there are no designated representatives available MAFF will provide representation on the matter at hand. The Employer will notify any employee at least 24 hours in advance of an investigatory meeting date and time. It is the responsibility of the employee to notify the Union and arrange for proper representation at that meeting. Participation may be in person or virtual with video active during the meeting. Failure to attend a scheduled investigatory meeting shall be treated as a failure to report for duty and appropriate corrective action taken and the investigation completed with the information available to the Employer.

### **Section 3.1. Collective Bargaining Committee**

A Collective Bargaining Committee composed of two (2) employees and up to two (2) staff representatives from MAFF shall meet with the Employer representatives for purposes of negotiating modifications to this Agreement. All employees covered by this Agreement who have been selected as a member of the Union Bargaining Committee shall be allowed time off with pay if required to attend negotiation meetings during their regularly scheduled work hours.

### **Section 3.2. Special Conferences**

Special Conferences between the Union and the Employer may be held to discuss matters of mutual concern. Such conferences may be held upon the written request of either party, which request shall specify the matter to be discussed, and if a conference is consented to, it shall be held at a time and place mutually agreed to by the Employer and the Union. It is agreed that Special Conferences shall not be for the purpose of conducting continuing contract negotiations. Attendees shall consist of one (1) employee representative, who shall be identified before the time of the conference is scheduled, and at least one (1) non-employee representative of the Union, and representative(s) of the Employer. The employee representative shall be excused from duty without penalty to attend special conferences held during his/her regularly scheduled workday, but shall not be compensated in any way for time spent attending conferences which are not held during his/her regularly scheduled workday.

### **Section 3.3. Union President Conference**

The Employer and the Union President and/or Vice President will meet bi-monthly on a set schedule. When the scheduled meeting is on a regularly scheduled day of work, the employer will assign shift coverage for the length of the meeting. When the scheduled meeting is on a non-scheduled work day, the Union President and/or Vice President will be paid as time worked for the length of the meeting.

## **RESERVED RIGHTS**

### **Section 4.0. Rights of the Employer**

The Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the operation of EMS, and its judgment in these respects shall not be subject to challenge. These rights reserved by and vested in the Employer include, but are not limited to, those provided by constitutional and statutory provisions of law, as well as the rights to, in the sole discretion of the Employer, direct, hire, promote, transfer, assign, retain, layoff, to determine the starting and quitting times of all shifts (excepting 24 hour shifts as provided for in this Agreement) and the hours to be worked; to determine the location and assignment of facilities and equipment; to determine the methods, means and personnel required to provide ambulance service for the County; **to determine and revise the number of employees to be employed, the shift and staffing levels, and the required qualifications and mix of those qualifications of those employees and for shifts and bases, as it has in the past including but not limited to designating the staffing, shift staffing, and base staffing of paramedic, EMT, MICU, Community Paramedic, Education, junior/senior status; to set and revise standards of work quality and safety.** However, the Employer's authority to suspend, demote, discharge, or discipline non-probationary employees is limited to situations in which there exist just cause. The Employer shall also have the right to establish and enforce rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

### **Section 4.1. Subcontracting**

The Employer shall have the right to subcontract work normally performed by the bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. The Employer agrees, however, to notify and offer to discuss with the Union any contemplated subcontracting or work/operations transfers.

### **Section 4.2. Temporary Employees**

The Director or his/her designee may hire temporary employees. They shall be paid wages for all hours worked but without any fringe benefits (**except as required by law**). Such wages shall be determined by the Employer but not to exceed the 3 year rate under the contract. They shall not be covered by the Union contract. These persons shall not be hired to replace permanent full-time employees. Except as defined in Sections 11.7, these temporary employees may work overtime which permanent full-time employees would otherwise work, provided the Director or his/her designee shall contact such regular permanent employees per Section 10.2.

### **Section 4.3. Full-time Employees**

The Director or his/her designee may hire full-time employees above the starting rate of pay. Such wages shall be determined by the Employer but not to exceed the ~~4~~ 3 year rate under the contract. Determination shall be made based on full-time EMS experience at the level to which the employee has applied, ~~successful completion of the employee's field training orientation~~, and review by management staff.

### **Section 4.4. Part-time Employees**

The Director or his/her designee may hire part-time employees whose regular, budgeted hours, shall be limited to 24 in a week. The Director or his/her designee may hire these part-time employees above the starting rate of pay. Such wages shall be determined by the Employer but not to exceed the ~~4~~ 3 year rate under the contract. Determination shall be made based on full-time EMS experience at the level to which the employee has applied, successful completion of the employee's field training orientation, and review by management staff.

Regularly scheduled part-time employees will not be scheduled for greater than 24 hours in a work week.

Regularly scheduled part-time employees will be part of the shift bid process only after all full-time employees have completed their shift bid and/or been placed on the schedule. Regular part-time employee's seniority for their shift bid will be the date they went part-time.

- A. Personnel budgeted and regularly scheduled to work twenty (20) hours per week or less will receive no benefits and will progress up the salary schedule annually.
- B. The number of hours scheduled will be the number of hours approved by the Livingston County Board of Commissioners for the position.

## **GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 5.0. Definition of Grievance**

The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievances filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violations. All grievances shall be commenced within five (5) business days after the occurrences of the circumstances giving rise to the grievance, or five (5) business days from the date when the employee should reasonably have been known of the occurrence.

### **Section 5.1. Grievance Procedure**

All grievances shall be handled in the following manner:

**Step 1: Verbal Procedure.** If an employee has a grievance and wishes to enter it into the grievance procedure, he/she shall, within five (5) business days of the occurrence of the incident which gave rise to the grievance, discuss it with his/her immediate supervisor with the object of resolving the matter informally.



**Step 2: Written Procedure.** If the grievance is not satisfactorily resolved by Step 1, the employee shall reduce the grievance to writing and present it to the Director of EMS, or his/her designee, within five (5) business days after the verbal discussion of Step 1. The grievance shall be dated and signed by the aggrieved employee and his/her representative and shall set forth the facts, including dates, and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The Director of EMS, or his/her designee, shall make his/her written disposition of the grievance to the local representative within ten (10) business days of receipt of the grievance.

**Step 3: Appeal Procedure.** In the event the employee and/or the Union does not agree with the decision of the Director of EMS, or his/her designee, the Union shall within ten (10) business days of receipt of the written answer, request a meeting with the Labor Relations Manager. Such meeting shall take place within thirty (30) days unless the time limits are extended by mutual agreement of the parties in writing. The meeting shall be between the Grievant, a Local Representative, a MAFF Labor representative, the Labor Relations Manager and no more than two Employer representatives. The Labor Relations Manager shall render its decision within ten (10) business days of the meeting.

**Step 4: Mediation.** Prior to the submittal to arbitration, the parties may request the assistance of the Michigan Employment Relations Commission (MERC) to resolve the grievance by mediation. Participation in mediation shall be by mutual agreement and the parties will participate without prejudice to their right to have a grievance resolved without arbitration.

## **Section 5.2. Grievance Resolution**

All grievances which are satisfactorily resolved in Step 1 or Step 2 of the grievance procedure and which have economic implications must be approved by the Board of Commissioners or its designated representative before they shall become final.

## **Section 5.3. Arbitration Request**

If the grievance is not satisfactorily resolved in Step 3, the Union may request arbitration by notifying the Employer of its intent to submit the grievance to arbitration within thirty (30) days after receipt of the Employer's answer in Step 3.

## **Section 5.4. Time Limitation**

The time limits set forth in the grievance procedure shall be followed by the parties unless an extension is agreed upon in writing by both parties. If the time procedure is not followed by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure.

### **Section 5.5. Selection of Arbitrator**

- A. Upon receipt of the Union's notice of intent to arbitrate, the parties, within ten (10) days, shall attempt to mutually agree upon an arbitrator. Michigan Employment Relations Commission (MERC) consisting of seven (7) potential arbitrators. Each party shall alternatively strike arbitrators and the remaining arbitrator shall be submitted to MERC. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. All other costs related to arbitration of a grievance shall be borne by the party incurring them.
- B. The arbitration shall be held within ninety (90) days after receipt of the Union's notice of intent to arbitrate unless agreed to be extended by the parties in writing. If the selected arbitrator cannot hear the case within the ninety (90) days, FMCS shall provide additional arbitrators who can do so. The above shall apply to discharge and demotion cases and other cases where the Employer may have continuing liability due to a loss of benefits.
- C. All arbitration hearings shall be conducted in accordance with the American Arbitration Rules and Regulations.

### **Section 5.6. Arbitrator's Powers**

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the purpose of serving the public, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws and in such manner as will best serve the right and interest of the taxpayers of the County. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing.

With the exception of information obtained based upon the promise of confidentiality or legal privilege, upon request, the Employer shall provide the Union with all documentation related to the grievance.

### **Section 5.7. Administrative Procedures**

The arbitrator's decision shall be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded its jurisdiction or that such decision was obtained through fraud or other unlawful action.

### **Section 5.8. Election of Remedies**

Where there exists an administrative or regulatory complaint remedial procedure for the subject of a complaint, including but not limited to workers' compensation, veterans preference, civil rights, Department of Labor, such complaint shall not be subject to the grievance procedure. **This provision shall not be interpreted to prohibit an employee from availing themselves of remedies provided under the Michigan Worker's Compensation Act or bringing a charge with the Equal Employment Opportunity Commission while pursuing a grievance.**

## **PROHIBITIONS**

### **Section 6.0. No Strike and Lockout**

The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of EMS.

The Employer agrees that during the same period there will be no lockouts.

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

## **DISCHARGE AND SUSPENSION**

### **Section 7.0. Discharge Notice**

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify in writing the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to Step 3 of the grievance procedure.

### **Section 7.1. Prior Discipline**

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously. **Leaves of absence shall extend this eighteen (18) month period, on a day for day basis.**

## **PROBATION**

### **Section 8.0. Probationary Period**

All employees shall be considered probationary employees until the employee has completed twelve (12) months of work. The Employer has the right to extend the probationary period of an employee up to an additional six (6) months in two (2) 3-month

periods upon consultation with the affected employee and a Union representative prior to the extension of any probationary period. At intervals predetermined by the Employer, probationary employees will be given a written job performance evaluation ~~by the QA Supervisor~~. It is agreed between the parties that, after consultation as noted above, any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge and are employees at will. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence, his/her probationary period shall be extended by a period equal to the duration of such absence.

## **SENIORITY**

### **Section 9.0. Definition of Seniority**

Seniority shall be defined as the length of an employee's continuous service with the Employer, commencing with his/her last date of full-time hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

### **Section 9.1. Seniority List**

The seniority list shall contain the names of all seniority employees, their job title and their length of service with the department. The Employer will maintain the seniority list current and will provide the Union, upon request, with updated copies as changes occur.

### **Section 9.2. Loss of Seniority**

An employee shall lose his/her seniority and employment with the employer for any of the following reasons:

1. Voluntary termination, resignation or retirement;
2. If he/she is absent for two (2) or more consecutive working days without approved leave or without notifying the employer;
3. He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or one (1) year, whichever is lesser.
4. Unexcused failure to return from a leave of absence on the specified date for return;
5. He/she is discharged or terminated and not reinstated.
6. He/she is convicted or pleads guilty to a felony.
7. Intentionally falsifies his/her employment application.
8. Failure to return to work when recalled from layoff as set forth in the recall procedure.

### **Section 9.3. Layoff and Recall**

In the event of a layoff, the last employee hired shall be the first employee laid off, provided that all employees with more seniority are equally qualified to perform the work available. The Union President shall have top seniority and shall be the last employee laid off, provided his/her qualifications to perform the work available are equal to those of other employees who have not been laid off. The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position.

Employees shall be notified of their layoff at least fourteen (14) calendar days in advance. Notification of recall may be made by telephone and, in any event, shall be made by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer may assume that the employee has voluntarily quit. At the sole discretion of the Employer, an employee may, upon request, be granted up to fourteen (14) days to return to work following a recall. An employee shall be granted up to fourteen (14) calendar days to return to work upon call back if employed by another employer.

### **Section 9.4. Non-Bargaining Unit Transfer**

Any employee in the bargaining unit who is promoted **or otherwise moves** to a position outside of the bargaining unit, but within the Department, during the first six (6) months in that new position, may revert back to his/her previous position without loss of seniority if approved by the Director or his/her designee. In the event the employee is approved to revert back to the bargaining unit and the employee is required to continue in the position until the employer is able to fill the vacancy, the employee shall suffer no loss of seniority.

If the employee remains in the non-bargaining unit position for longer than six (6) months **but less than twelve (12) months, the employee's seniority will be recalculated. If an employee remains in a non-bargaining unit position greater than twelve months,** their seniority, for purposes of overtime and shift selection, shall be the date of transfer.

## **HOURS OF WORK**

### **Section 10.0. Work Day and Work Period**

The employee's work day shall be a twenty-four (24) hour period commencing from the start of his/her scheduled shift which shall not be prior to 7:00 A.M. However, notwithstanding the above, the Employer reserves the right to have less than twenty-four (24) hour shifts but not less than eight (8) hours **regularly scheduled shifts** and reserves the right to decide on the starting times for all shifts. Such shifts shall be selected by seniority. Further, Section 10.1 shall not be modified by the above. Effective as soon as is practicable and corresponding with the first 2022 shift bid, employees who are classified as 24 hour employees shall be regularly scheduled for 48 hours per week, rather than a rotation of 48 and 72 hours per week.

### **Section 10.1. Work Schedule**

The Director or his/her designee shall have the authority to make all personnel shift assignments and/or changes he/she deems necessary to maintain and/or improve the operations of the Department. The employer agrees to notify the Union at least thirty (30) days prior to any change in the permanent work schedule, except when a state of emergency exists and it is declared as such by the Director of EMS or his/her designee.

The term "state of emergency," as used in this section, is defined as when there is a shortage of manpower which does not enable the Employer to adequately staff the Department in order to ensure adequate services to the public during situations such as, but not limited to, tornadoes, fires, traffic accidents, or mass casualty incidents.

### **Section 10.2. Overtime**

1. All employees shall work reasonable amounts of overtime (over and above their regular shift) upon request, and such overtime assignments shall be equitably assigned so that overtime is reasonably shared among the qualified employees.
2. Overtime assignments shall first be offered to full time employees **with the appropriate credentials to maintain the level of service for the scheduled shift. If no one with the appropriate credentials accepts the overtime assignment, then the overtime will be offered to the next most qualified full time employee.**
3. If there is an inadequate number of full-time employees to fill the required assignments, the Employer may ask other employees who are qualified to perform the work.
4. If the employment status of part-time employees is in jeopardy, the employer may deviate from this procedure, and assign them first only to the point of maintaining their employment status.
5. For the purposes of equitable overtime distribution, ~~overtime shall be calculated by adding hours for the applicable pay period.~~ **in the event that multiple employees sign up for the same overtime assignment, the overtime will be assigned with priority going to the employee with the least known overtime assignments in the same work week as the overtime assignment being offered.**
6. Even after the above process has been utilized and there is still an inadequate number of employees to fill the overtime assignment the employer may assign employees by inverse seniority on a rotating basis.
7. Mandatory overtime shall not be assigned to an employee with a prior approved vacation personal leave, or will not extend a voluntary overtime shift. Employees shall provide the Employer with 10 days advanced written notice if they are unavailable for mandatory overtime due to planned vacation PTO usage.
8. Supervisory employees shall continue to perform bargaining unit work as in the past: during emergencies, when unit employees are not immediately available due to absence, tardiness, leaves of absence, vacation, etc. **and after notification of**

available work has been communicated to bargaining unit members via the scheduling software. Supervisors will not be regularly scheduled for bargaining unit work.

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

A. Time and one-half (1½) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) workweek, except that any forced or mandatory holdover before or after the employee's normal work day or any forced or mandatory call in on an employee's normally scheduled off day shall be compensated at two (2) times the employee's normal rate of pay. **Notwithstanding any other provisions contained in this contract to the contrary, employees covered by this Agreement have the option to exchange any overtime hours earned for compensatory time. The employee must indicate to the employer using the designated communication method and before the end of the pay period, their option for either overtime pay or compensatory time earned. An employee may be credited with compensatory time at the rate of time and one-half (1 1/2) per overtime hour worked in lieu of overtime pay. Such time cannot accumulate in excess of forty-eight (48) hours. If the compensatory time exceeds forty-eight (48) hours, the Director may schedule and require that the compensatory time be utilized or authorize payment for any time accumulated in excess of forty-eight (48) hours. Compensation at the rate of time and one half (1 1/2) will be paid to employees for compensatory time not taken by the end of each year or upon their separation from the County. However, up to forty-eight (48) hours of compensatory time may be carried forward from year to year at the discretion of the employee.**

B. Notwithstanding the provisions of this section and Section 10.1, similarly qualified employees may trade work days within the ~~shift bid pay period~~ and with the approval of the Director or his/her designee, but such trading shall not result in additional overtime compensation. **Up to twelve (12) times per calendar year**, 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.

C. There shall be no duplication or pyramiding of premium pay.

#### **Section 10.4. Shift Selection**

1. Seniority shall be used in shift selection with shift bid periods occurring twice per year in January and July with implementation occurring the start of the last full pay period in March and September, top seniority having first choice, and so on, ~~excepting however,~~ **as indicated in section 2 below, Employees will be allowed to select both their shift and location of preference.** ~~probationary employees shall be assigned by the Director or his/her designee,~~  
**Probationary employees may select shifts based on date of hire.**
2. The Director of EMS or his/her designee reserves the right to place up to **eight (8)** ~~six (6)~~ employees per bid period if necessary to effectively coordinate staffing. **Additionally, the Director or his/her designee reserves the right to place: probationary employees, employees enrolled in a department approved paramedic program, as well as employees in the FTO program if necessary to effectively coordinate staffing.**
3. **All paramedics with 18 months of service at LCEMS will be considered level 1 / senior status. All paramedics with 12 months of service at LCEMS and a minimum of 3 years' experience will be considered level 1 / senior status. Paramedics with less than 18 months of services at LCEMS and less than 3 years' experience will be considered level 2 / junior paramedics. EMTs shall be considered level 3 employees. Each shift bid unit must include one level 1 employee and either a level 2 or a level 3 employee. In cases where a staffing mix is unbalanced, where there are more juniors than seniors, then two level 2 paramedics on the same team may be considered.**
- 4 ~~3~~. The Director or his/her designee agrees not to change the shift selection, unless unforeseen scheduling conditions warrant such action, such as staff shortages. However, the Director or his/her designee agrees to notify the Local Association President **fourteen (14) days** prior to any change in the selected schedule.
- 5 ~~4~~. Employees may exchange shifts with the approval of the Director or his/her designee.
- 6 ~~5~~. Union Officers will be present in the shift bid process.



## **LEAVES OF ABSENCE**

### **Section 11.0. Personal Leave**

An employee may request a personal leave of absence for a period not to exceed six (6) calendar months in any one (1) calendar year. All requests must be made in writing and approved by the department head. A personal leave of absence may be granted in cases of illness in the immediate family, to attend an educational institute, or for other reasons deemed justifiable by the department head. All personal leaves of absence shall be without pay, and the employee will not accumulate paid time off (PTO), nor will the employee be paid for holidays which may fall during his/her leave. When a leave of absence is granted for more than ninety (90) calendar days for whatever reason, the department head does not guarantee that the employee will be reinstated in his/her former position. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications. During the period of absence, the employee shall not engage in gainful employment and must pay hospitalization, dental insurance, and life insurance premiums to the County Clerk's office in order to keep the policies in force. The Employer shall have the right to fill any vacancy due to the granting of a personal leave by hiring temporary employees to fill the position while the employee is on said leave.

### **Section 11.1. Military Leave**

- A. Any employee who is called to or volunteers for active duty in the Armed Forces of the United States shall be, upon completion of his tour of duty and has received an honorable discharge, reinstated as a county employee in accordance with the provisions of the current statute. The employer shall comply with the Uniformed Services Employment and Reemployment Act.
- B. Any employee in the active reserves of any branch of the service of the United States may be granted a military leave of absence to engage in a temporary tour of duty as required by law.

### **Section 11.2. Medical Leave**

When recommended by an employee's personal physician, an unpaid medical leave of absence for a period of up to sixty (60) calendar days shall be granted by the department head if the employee has completed the probationary period. Such a leave shall be coordinated with FMLA and when FMLA eligible, be credited as continuous County service for seniority purposes and extended for up to other sixty (60) day periods when an extension is recommended in writing by the employee's physician for a maximum unpaid medical leave not to exceed one (1) calendar year, provided that the employee has equal or more seniority. The Employer reserves the right to send such employee to a doctor of its choosing for examination. If there is a difference of opinion between the employee's doctor and the Employer's doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee if not covered by the employee's insurance.

**The Employee shall continue to be responsible for his/her share of the costs and shall utilize PTO to cover such costs in order to maintain continued benefit coverage. The Employer is authorized to deduct outstanding employee benefit contributions from the employee's PTO bank on payroll basis. If the employee has no accrued PTO, the employee must make payment to the County Treasurer on at least a monthly basis for the employee's share of the costs in order to maintain continued benefit coverage.**

Notwithstanding anything in this Agreement to the contrary, while an employee is on an unpaid medical leave of absence, fringe benefits shall not continue, such as, but not limited to, medical insurance, dental insurance, life insurance, holiday pay, and paid time off (PTO) accumulation, after an employee has been on medical leave of absence for ninety (90) days or more. An employee may, however, use his/her accumulated paid time off (PTO) to avoid a loss of wages during their leave. The Employer shall have the right to fill any vacancy due to the granting of a medical leave by hiring temporary employees to fill the position while the employee is on said leave. The employee shall be returned to his/her former position (**i.e. paramedic, EMT**) upon return from a medical leave of absence that does not exceed one (1) calendar year, **but may not be returned to the same schedule. Employees on approved FMLA may participate in the shift bid process.**

### **Section 11.3. Workers' Compensation Leave and Filling Vacancies During Workers' Compensation Leave**

The Employer agrees to provide Worker's Compensation insurance in accordance with the Worker's Compensation laws of Michigan. Any employee sustaining an occupational injury, for which compensation is paid by the Worker's Compensation insurance carrier, shall receive from the Employer a salaried payment equal to the difference between the compensation benefits and his/her regular bi-weekly salary for a period not to exceed twelve (12) calendar months. Such employee shall receive a salary payment equal to the difference between the compensation benefits and their regular bi-weekly salary, by crediting PTO accumulated and earned by the employee, unless the employee notifies the employer in writing. The Employer shall continue to pay the Employer's share of the costs of employee's medical insurance, dental and life insurance premiums only for a maximum of one (1) year, if such leave is the result of a work connected injury and is covered by Workers' Compensation. The Employee shall continue to be responsible for his/her share of the costs and shall utilize PTO to cover such costs in order to maintain continued benefit coverage. The Employer is authorized to deduct outstanding employee benefit contributions from the employee's PTO bank on payroll basis. If the employee has no accrued PTO, the employee must make payment to the County Treasurer on at least a monthly basis for the employee's share of the costs in order to maintain continued benefit coverage.

Employees receiving workers' compensation benefits shall not be entitled to, nor shall they receive, any salary supplement from the Employer. No other fringe benefits, such as, but not limited to, holiday pay and paid time off (PTO) accumulation, will be continued while the employee is on workers' compensation. The Employer shall have the right to fill any vacancy due to the granting of a workers' compensation leave by hiring temporary employees to fill the position while the employee is on said leave. The Employer need not

consider seniority for overtime, notwithstanding anything in this Agreement to the contrary, when overtime is needed to fill a vacancy, for the duration of the shift, when an employee is on workers' compensation leave. Workers' compensation leaves shall run concurrently with Family Medical Leave Act (FMLA) leaves.

#### **Section 11.4. Paid Time Off**

- A. ACCUMULATION: Employees shall accumulate paid time off (PTO) as set forth in the Schedule of Benefits. ~~Employees shall be paid at their straight time hourly rate for all hours accumulated over four hundred eighty (480) as of November 30th of each year.~~
- B. SCHEDULED USAGE: Employees may use paid time off (PTO) for PERSONAL, SICK, VACATION, and EDUCATIONAL leaves. All PTO hours shall be paid as time worked. There shall be ~~an annual~~ **a bi-annual**, seniority based, vacation pick for each calendar year **that is conducted just after the shift bid process is completed**. Up to ~~four (4)~~ **five (5)** employees' requests will be granted per shift, however leaves of absence will not count against the ~~four (4)~~ **five (5)** employee requests. This will not affect minimal staffing requirements or special events.

This will not affect minimal staffing requirements or special events. After the sign-up period, requests will be first come first served basis. All requests for the use of PTO must be received in the online scheduling software no fewer than five (5) days to allow time for processing. All requests will be considered on a first-come, first-served basis and will receive a response to the request within five (5) days. Time taken under the PTO program shall be in no less than one-half (1/2) shift increments, unless otherwise approved by the Director or his/her designee.

### **SCHEDULE OF BENEFITS**

Effective as soon as is practicable and corresponding with the first 2022 shift bid, the following PTO accruals will be implemented:

<b>MONTHS OF SERVICE</b>	<b>RATES OF ACCRUAL: 12- AND 24-HOUR FULL-TIME EMPLOYEES</b>
0 - 24	<b>6.33</b> Hours per Pay Period*
	*May not be taken during first 6 months of full-time employment
25 - 48	<b>8.69</b> Hours per Pay Period
49 - 119	<b>9.48</b> Hours per Pay Period
120 - END OF EMPLOYMENT	<b>10.28</b> Hours per Pay Period

<b>MONTHS OF SERVICE</b>	<b>RATES OF ACCRUAL: 12- AND 24-HOUR REGULAR PART-TIME EMPLOYEES BUDGETED TO WORK 21+ HOURS PER WEEK</b>
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0 - 24	1.85 Hours per Pay Period*
	*May not be taken during first 6 months of employment
25 - 48	1.94 Hours per Pay Period
49 - 119	2.77 Hours per Pay Period
120 - END OF EMPLOYMENT	3.69 Hours per Pay Period

Some extenuating circumstances may be exempt from this time frame and may be approved only by the Director or his/her designee.

- C. UNSCHEDULED PTO: Effective 1/1/2021, Employees may use PTO for SICK leave for full or partial shift (tardiness), whether it be scheduled or unscheduled leave. However, unscheduled PTO usage **and time off without available PTO (unless on an approved unpaid FMLA or other legally protected leave)** shall be considered unapproved time off and shall be subject to discipline under this section. Unscheduled usage of PTO shall be deemed approved once such verification of illness or injury is provided **on or before the next scheduled shift**, unless covered under FMLA or ADA leave.

**Employees may use PTO for paid sick leave for any of the following reasons:**

- (1) **when time off of work is needed for personal or a family member's illness, injury or health condition;**
- (2) **for various reasons in the event the employee or employee's family member is a victim of domestic violence or sexual abuse (i.e., counseling, attendance at criminal proceedings, to relocate);**
- (3) **for meetings at a child's school or place of care related to the child's health, disability or effects of domestic violence or sexual assault on the child; or**
- (4) **in cases of public health emergency where a public health official has:**
  - **closed Employer's office;**
  - **closed the school of the employee's child who needs home care;**  
**or**
  - **determined that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.**

**A family member includes:**

- **a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis;**

- a biological parent, foster parent, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child;
- a person to whom the employee is legally married under the laws of any state or domestic partner;
- a grandparent;
- a grandchild;
- a biological, foster or adopted sibling; and
- any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

The use of PTO for paid sick leave must be approved by the employee's supervisor. An employee requesting paid sick leave should complete and submit a paid sick leave use request in the electronic timekeeping system at least seven (7) days' prior to the first day of sick leave. If the need for sick leave is not foreseeable, an employee must give notice of the need for such sick leave as soon as practicable and complete and submit a paid sick leave use request in the electronic time keeping system within seven (7) hours of returning to work. If the employee's absence due to illness or injury exceeds the amount of accrued PTO, the employee must seek and obtain approval for other leave such as Family Medical Leave or Personal time.

Earned but unused PTO will be carried over from one year to the next. For purposes of this Policy, a "year" runs from January 1 to December 31.

For earned paid sick leave time of more than three (3) consecutive days, the Employer may require reasonable documentation demonstrating that the earned paid sick leave time has been used for an above-stated purpose. Upon request, an employee shall provide the documentation to the Employer within fifteen (15) days of the request. Documentation signed by a health care professional indicating that earned sick time is necessary is reasonable documentation for purposes of this subsection. Documentation providing details of the nature of the illness is not required.

In cases of domestic violence or sexual assault, one of the following types of documentation selected by the employee shall be considered reasonable documentation: (a) a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault; (b) a signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization; or (c) a court document indicating that the employee or employee's family member is involved in legal action related to domestic violence or sexual assault. The Employer shall not require documentation explaining the details of the violence.

In cases where documentation is requested, the Employer shall pay any out-of-pocket costs incurred by the employee in obtaining the documentation. All documentation received by the Employer pursuant to this Policy shall be kept confidential and shall not be disclosed except to the employee or with the employee's permission.

Paid sick leave is paid at the employee's regular rate of pay. All PTO hours shall be paid as time worked. If any employee is paid for PTO which is subsequently denied, the overpayment may, as permitted by law, be deducted from the employee's next paycheck and/or future paychecks.

Retaliatory actions against an employee for requesting or using paid sick leave time is prohibited. If an employee believes that the Employer has violated this Policy, that employee may file a complaint with the Michigan Department of Labor and Economic Opportunity.

If an employee fails to provide satisfactory proof of the illness or injury, said absence or tardy will not be approved by the Director or his/her designee and will be subject to discipline pursuant to departmental policy which is hereto affixed as Exhibit A. **Should an employee have difficulty providing the proof/verification of illness or injury, the employee must communicate those difficulties to their supervisor and provide the anticipated date they will have access to such proof/verification of illness or injury.** Proof / verification of illness or injury shall be in the form of a discharge summary from the health care provider.

PTO AND TIME OFF WITHOUT AVAILABLE PTO DISCIPLINARY ACTION
Tardies will be addressed as follows:  Employees will be allowed four (4) fourteen (14) minute tardy occurrences annually, after which each tardy of fourteen (14) minutes or less will be counted as 0.25 points. After four (4) tardies in a one (1) year period, employee will receive one (1) disciplinary point per tardy occurrence. If an employee is tardy of fifteen (15) minutes or more, employee will be docked PTO ( <b>if available</b> ) for every fifteen (15) minutes tardy and be given one (1) full point for each occurrence.
Four (4) OCCURRENCES OF UNSCHEDULED PTO that are not otherwise approved under FMLA or ADA in a rolling twelve (12) MONTH PERIOD SHALL RESULT IN DISCIPLINARY ACTION AS DESCRIBED BELOW:

<b>4TH POINT OF UNSCHEDULED PTO</b>	VERBAL COUNSELING
<b>5TH POINT OF UNSCHEDULED PTO</b>	WRITTEN REPRIMAND
<b>6TH POINT OF UNSCHEDULED PTO</b>	ONE (1) SHIFT WORKING SUSPENSION *
<b>7TH POINT OF UNSCHEDULED PTO</b>	TWO (2) SHIFTS WORKING SUSPENSION *
<b>8TH POINT OF UNSCHEDULED PTO</b>	TERMINATION
<b>ANY TIME OFF WITHOUT AVAILABLE PTO OR COMPENSATORY TIME (UNLESS ON AN APPROVED UNPAID FMLA OR OTHER LEGALLY PROTECTED LEAVE) MAY RESULT IN THE EMPLOYEE BEING SUBJECT TO DISCIPLINARY ACTION, INCLUDING A FINANCIAL PENALTY OF \$250 PER OCCURRENCE. THE DECISION TO IMPOSE ANY PENALTY IS NOT SUBJECT TO THE GRIEVANCE PROCEDURE AND IS IN THE SOLE DISCRETION OF THE DIRECTOR OR HIS/HER DESIGNEE. SUCH FINANCIAL PENALTY SHALL HEREBY AUTHORIZED FOR PAYROLL DEDUCTION FROM THE NEXT PAYCHECK OR UNTIL SUCH TIME THAT FULL AND COMPLETE PAYMENT IS COMPLETED.</b>	

- An employee will receive one (1) occurrence point for each unscheduled absence.
- If an employee has an unscheduled absence over multiple sequential shifts, it will result in only one (1) occurrence point.
- An employee may earn **up to a combined annual maximum of four (4)** reward points to reduce occurrence points by working an unscheduled shift as follows:
  - 6 **consecutive** hours = .25 points removed
  - 12 **consecutive** hours = .5 points removed
- An employee cannot accrue reward points if they have zero (0) absence points.
- Each occurrence point may be removed after a period of one (1) rolling year without an unscheduled absence.

### **Section 11.5. Bereavement Leave**

Employees covered by this Agreement shall be eligible for **bereavement leave as follows:** ~~one (1) twenty four (24) hour paid leave period for the twenty four (24) hour-unit employees, or two (2) twelve (12) hour paid leave periods for the twelve (12) hour-unit employees as bereavement leave for a death of each of the following which must be taken within ten (10) calendar days of the date of death: (delete chart)~~

**Immediate Family Members: Employees may take up to 48 hours within a three (3) calendar day period of paid bereavement leave for the death of an immediate family member.**

- **Immediate family members include:**
  - **Spouse or domestic partner**
  - **Children (including step-children and adopted children)**
  - **Parents (including step-parents and in-laws)**
  - **Siblings**

- **Grandchildren**

**Extended Family Members:** Employees may take up to 24 hours in a three (3) calendar day period of paid bereavement leave for the death of an extended family member.

- **Extended family members include:**
  - **Aunts and uncles**
  - **Nieces and nephews**
  - **Grandparents**

Proof of funeral attendance may be required by the Employer.

If additional leave time is needed related to the above leave or if a death occurs to a person not meeting one of the above criteria, the employee may request the use of paid time off (PTO). In the event the employee has limited banked PTO, ~~same~~ PTO may be utilized at the discretion of the Director or his/her designee, and the decision of the Director or his/her designee shall not be grievable.

#### **Section 11.6. Parental Maternity Leave**

Employees who become pregnant shall adhere to and utilize the paid time off (PTO) **and or compensatory time off** provisions as provided in Sections **10.3**, 11.0, 11.2, 11.4, and 17 of this contract. The Employer agrees to abide by all federal and state laws related to birth, adoption, or legal guardianship.

**In addition to the above, employees covered hereunder who have one (1) or more years of service with the Employer shall, upon presentation of proof of pregnancy or placement for adoption, be entitled to two (2) calendar weeks paid parental leave to run concurrently with FMLA. Paid parental leave may only commence once per calendar year, and must be utilized during the twelve (12) month period beginning with the date of birth or placement for adoption with the employee. Leave shall only be available to the requesting employee so long as they have continuing parental role with the child whose birth or placement is the basis for the leave entitlement. The employer may require attestation from an employee requesting paid parental leave prior to the commencement of the leave that the employee intends to return to work and subsequently work for the employer for at least thirty (30) days following the conclusion of any paid parental leave entitlement. An employee who fails to do so may be required to reimburse the County for the benefit provided under this provision.**

#### **Section 11.7. Vacancies Created by Leaves**

The Employer may hire a temporary employee to fill the position while an employee is on such leave.



### **Section 11.8. Seniority and Leave of Absence**

Leaves of absence will be granted only to employees whose names appear on the departmental seniority list. Seniority shall continue during workers' compensation leave, and medical leave as provided herein, to the extent that Family and Medical Leave Act applies. Seniority shall not accrue during Personal Leave.

### **Section 11.9. Jury Duty**

Employees selected for Jury Duty will be excused from their place of work for the period they are to serve on a jury. The Employer shall pay employees called for Jury Duty for all hours they would have been normally scheduled to work at the employee's regular straight time rate, less an amount equal to the payment received for jury service. However, the employee shall report to his/her work site when excused or not needed for actual Jury Duty. For the 24-hour employee, upon request, the employee shall be released with pay for lost time twelve (12) hours prior to the end of the shift the night immediately prior to the date on which the employee begins jury duty. In order for an employee to receive pay under this Section, they must secure a certificate from the clerk of the court in which they served evidencing the fact of jury service. The maximum number of days to be paid under this section shall be four (4) weeks in a calendar year.

### **Section 11.10. Legal Proceedings**

Employees subpoenaed to testify in a legal proceeding on a matter arising out of their employment and not on a personal matter, and who actually appear at said proceeding while not working a scheduled shift shall be paid a minimum of two (2) hours pay. The above applies only when such employee appears at said proceeding on a scheduled day off. For twenty-four (24) hour employees, upon request, the employee shall be released from duty with pay for twelve (12) hours prior to the end of shift the night prior to the legal proceeding date.

### **Section 11.11. Medical Exams**

The County may require an employee to undergo a **physical and/or psychological** medical exam, including drug screening, in order to determine the employee's fitness for duty, as well as to determine fitness for duty when returning to work from a leave of absence, including FMLA of 14 days or more. **The employer may require a medical (including psychological) examination of an employee when the employer has a reasonable belief, based on objective evidence, that: (1) an employee's ability to perform essential job functions will be impaired by a medical or psychological condition; or (2) an employee will pose a direct threat due to a medical or psychological condition.** The employee may obtain a second opinion, at the employee's expense, and in the event there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee if not covered by the employee's insurance.

### **Section 11.12. Personal Leave**

~~Effective 1/1/2021, or upon ratification by all parties, whichever is later,~~ employees shall receive eight (8) hours Personal Leave, deposited into a Personal Leave bank on January 1st of each year. Unused Personal Leave hours remaining at the end of each year will be forfeited. There shall be no payout of unused Personal Leave upon separation of employment with the County. Personal Leave time shall be approved as outlined in the contract Section 11.4. Paid Time Off. Section B, ~~except that twelve (12) hour employees shall use all eight (8) hours at once~~ **may use Personal time in two (2) hour increments.**

## **INSURANCE**

### **Section 12.0. Hospitalization Insurance**

The Employer shall provide:

<b>HOSPITALIZATION INSURANCE</b>		
Effective as soon as is practical after September 1, 2011 or date of ratification, whichever is sooner.	Community Blue PPO 4  \$2/25/50 Prescription Drug Rider  Dental Plan 2	\$ Mandatory Mail-Order for Maintenance Drugs  \$ On Mail-Order- Pay for 2 month supply, get 3 month supply  \$ Mandatory Generic Drugs  \$ \$10 Office and Chiropractic Visit
	Employees Contribute \$10 per Pay Period for spousal coverage.	Effective the first pay period after 9/1/2011 or as soon as is practicable employees hired before 9/1/11 shall pay 5% of the illustrated rate for the health and dental coverage they select.  Effective 1/1/2012 employees hired before 9/1/11 shall pay 10% of the illustrated rate for the health and dental coverage they select.  Effective the first pay period after 9/1/2011 or as soon as is practicable, for employees hired on or after 9/1/11, employees shall contribute 20% of the illustrated rate for the coverage the employee selects.

- A. All employees shall be eligible for the Livingston County Flex Benefits Plan, but only during the appropriate enrollment period. Employees wishing to “buy-up” to other medical, dental and prescription plans available through the flex plan may do so

during the appropriate enrollment period, but must pay the difference in the BC/BS computed yearly cost between the plan designated above and the computed cost of the medical benefit chosen, PLUS THE APPLICABLE EMPLOYEE SHARE OF THE ILLUSTRATED RATE. Effective for plan year beginning 1/1/2014, employees will no longer be offered the ability to purchase additional PTO (or vacation) days through open enrollment. Effective for the 1/1/2019 benefit year, employees shall no longer be eligible for buy-up to the PPO 1 plan.

- B. Effective during the next enrollment period, unit employees will be offered a Short Term Disability Plan as part of open enrollment which may be elected and paid for by unit employees. The cost of such plan will be determined at individual (and not group) rates fixed by the plan.
- C. The County may substitute an alternate medical and hospitalization insurance carrier provided 90% of the doctors in the Community Blue PPO 4 network are in the new network and the benefits are commensurate or better than current benefit levels. At the request of the Union, the Employer will meet with the Union to discuss the alternative carrier. However, if no agreement is reached within thirty (30) days of the notice of carrier change, the Employer may proceed with the substitute if the benefits are commensurate with or better than current benefit levels.
- D. Notwithstanding the above section, if the County Board of Commissioners implements, in its discretion and pursuant to 2011 PA 152, either a cap election or employee contributions necessary to meet the requirement that the employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, then the above section shall be superseded and unit employees will be required to make contributions under the election made by the Board of Commissioners. The Employer will give the Union notice of any change in the election for complying with 2011 PA 152 and will, upon request, bargain regarding mandatory subjects regarding the implementation of such election.
- E. Effective upon ratification of this agreement by all parties, employees who choose not to enroll in hospitalization and prescription drug coverage shall receive a \$1,800 "opt-out." This opt-out shall be payable in equal installments over twenty-six (26) pay periods to those who provide proof of qualified group medical insurance coverage from some other source, who remain dis-enrolled, and who sign a waiver attesting to their intention not to receive insurance coverage under the County-sponsored group plan. Employees with County-employed spouses receive either insurance coverage from the County or the opt-out amount, not both.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine.

- F. Effective 1/1/2021, consistent with Resolution 2019-08-121, elective abortion coverage is eliminated from all health plans.
- G. **NEW** Effective for the 2026 Plan Year, employees may voluntarily elect during open enrollment to have the high deductible health plan (“HDHP”) with a health savings plan (“HSA plan”) that is offered to nonunion employees, which may change from time to time.

### **Section 12.1. Life Insurance**

**Effective as soon as practicable** after ratification of this agreement by all parties, the Employer shall pay the premiums for and provide to permanent full-time employees, term life insurance of ~~Forty Thousand Dollars (\$40,000)~~ **Eighty Thousand Dollars (\$80,000)** for each member of the bargaining unit, effective the first of the month after the date of hire if accepted by the insurance carrier.

### **Section 12.2. Liability Insurance**

The Employer shall continue to provide liability insurance.

### **Section 12.3. Dental Insurance**

Effective upon ratification of this agreement by all parties, The Employer shall pay the premiums for and provide to permanent full-time employees dental coverage with a cap of \$1,200, effective the first of the month after the date of hire. Effective the first pay period after 9/1/2011 or as soon as is practicable employees hired before 9/1/11 shall pay 5% of the illustrated rate for the health and dental coverage they select. Effective 1/1/2012 employees hired before 9/1/11 shall pay 10% of the illustrated rate for the health and dental coverage they select. Effective the first pay period after 9/1/2011 or as soon as is practicable for employees hired on or after 9/1/11, employees shall contribute 20% of the illustrated rate for the coverage the employee selects.

## **HOLIDAYS**

### **Section 14.0. Recognized Holidays**

The parties agree to the following recognized holidays:

<b>HOLIDAYS</b>	
NEW YEAR'S DAY	VETERANS DAY (EFFECTIVE 2016)
MARTIN LUTHER KING, JR. DAY	THANKSGIVING DAY
PRESIDENT'S DAY	DAY AFTER THANKSGIVING
MEMORIAL DAY	CHRISTMAS EVE DAY
INDEPENDENCE DAY	CHRISTMAS DAY
LABOR DAY	
COLUMBUS DAY (EFFECTIVE 2017)	NEW YEAR'S EVE DAY

## **Section 14.1. Holiday Work**

All permanent full-time employees, not temporary employees, who do not work on the recognized holiday, shall receive eight (8) hours of holiday pay for the above recognized holidays. All employees who are scheduled to work, and who do work on any of the above recognized holidays shall receive one (1) hour of additional pay at their straight time rate for every hour worked during that holiday. In order to receive holiday pay, employees must work their scheduled shift before the holiday, the holiday shift itself and their scheduled shift after the holiday. The director or his/her designee shall have the sole discretion to make exceptions and award holiday pay when an employee did not work the shift before or the shift after the holiday. All permanent full-time employees who are scheduled to work, and who do work any of the above recognized holidays shall receive one (1) hour of additional pay at their straight time rate for every hour worked during that holiday and shall be paid a minimum of eight (8) hours. For the purposes of this section, a holiday shall extend from 7:00 a.m. on the day of the holiday to 7:00 a.m. the following day. Part-time employees who work on the holiday, shall receive holiday pay.

## **WAGES**

### **Section 15.0. Classification and Rates**

~~Effective 1/1/2017, add a step that is 3% above the 5 year step for those who achieve, fully maintain as current, and provide proof of certification in AHA-approved Pediatric Advanced Life Support (PALS). Increase the additional compensation from 2.5% to 3% for those who possess, achieve, fully maintain as current, and provide proof of certification in UMBC/FP-C shall be placed on the Single Cert scale. Increase the additional compensation from 2.5% to 3% for those who possess, achieve, fully maintain as current, and provide proof of certification in UMBC PNCCT.~~

The following definitions shall apply to each pay grade for those who possess, achieve, fully maintain as current, and provide proof of the applicable certification. Certifications shall be uploaded into the scheduling software.

**EMT** – An employee licensed as an EMT by the State of Michigan.

**Paramedic** - An employee licensed as a Paramedic by the State of Michigan.

**Single Certification** - An employee licensed as a Paramedic by the State of Michigan and who is also certified in Critical Care or Community Paramedic. Employee with Pediatric will be grandfathered.

**Dual Certification** - An employee licensed as a Paramedic by the State of Michigan and who is also certified in Critical Care and Community Paramedic. Employee with Pediatric will be grandfathered.

**MICU Medic** - An employee licensed as a Paramedic by the State of Michigan and who is also certified in Critical Care or Pediatric Critical Care and who is a member of the MICU team.

**MICU Dual Cert** – An employee licensed as a Paramedic by the State of Michigan and who is also certified in Critical Care and ~~Pediatric Critical Care~~ and who is a member of the Community Paramedic team. Employee with Pediatric Certification will be grandfathered in this MICU Dual Certification.

**FTO** - An employee licensed as a Paramedic by the State of Michigan and who is assigned as field training officer.

**Preceptor** - An employee licensed as a Paramedic by the State of Michigan and who is assigned as preceptor for an education program.

**Instructor Coordinator** - An employee licensed as a Paramedic and an Instructor Coordinator by the State of Michigan.

**Community Paramedic** - An employee licensed as a Paramedic by the State of Michigan and who is also certified in Community Paramedic. If in the future a state license becomes available for Community Paramedic, the employer will require it after reasonable period of obtain such licensure.

~~Effective as soon as is practicable and corresponding with the first 2022 shift bid, employees on the 24 hour scale for Paramedic, Single Certification, Dual Certification, MICU Medic, and MICU Dual Cert shall be moved to the same step on the 12 hour scale for Paramedic, Single Certification, Dual Certification, MICU Medic, and MICU Dual Cert. Scale shall be modified to eliminate the start step and add a new 6 year with PALS step. (See attached). Additionally, FTO, Shift Coordinator, and Preceptor pay shall be an additional 3% as noted on the attached scale, and is only applicable for hours with an assigned trainee or when assigned FTO related duties. When not assigned a trainee or FTO related duties, employee shall receive corresponding Non-FTO pay type.~~

~~Effective 1/1/2022, eliminate the Specialist wage scale.~~

~~Effective 1/1/2022, add steps 5 and 6 to the Basic EMT scale. Scale shall be modified to eliminate the start step and add a new 6 year step.~~

~~Add a 10 year seniority step, with PALS certification, that is 2% above the 6 Year with PALS rate, as described on the attached scales. To qualify, employees must have completed 10 years of service with Livingston County EMS.~~

~~Effective 1/1/2023, the wage scales shall be increased by 2.0%~~

~~Effective 1/1/2024, the wage scales shall be increased by 2.0%~~

**Upon ratification of the agreement, the 2024 wage scales shall be increased by 3.0%**

**Effective 1/1/2026, the wage scales shall be increased by 2.0%**

**Effective 1/1/2027, the wage scales shall be increased by 2.0%**

In Years **2026 or 2027** ~~2023 and 2024~~, should the Board of Commissioners approve more than at 2.0% across the board increase for the non-union employees, the EMS wage scales will be increased by the same percentile.

**One-time Bonus Payment – Upon Ratification in 2025 – \$250, not MERS-eligible wages**

**1/1/2026 - \$250, not MERS-eligible.**

**1/1/2027 - \$250, not MERS-eligible.**

The above-stated rates shall apply as long as the employee is qualified to function in the capacity in which they are licensed (has passed all testing and maintains all licenses / certifications required, including, but not limited to, those required in the medical control authority for Livingston County).

- 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.**

If an employee fails to maintain current State of Michigan licensure, that employee shall have thirty (30) calendar days to regain current licensure status from the date of loss of licensure and shall be placed on an unpaid disciplinary suspension during said period. In the event the employee does not regain State of Michigan licensure, or does not notify the Employer within twenty-four (24) hours of notice of loss of licensure, that employee shall automatically lose his/her employment. During said leave the employee may use PTO time to make up for lost wages. If an employee fails to maintain current protocol certifications as required by the applicable medical control authority, that employee shall have thirty (30) calendar days to regain current licensure status from the date of loss of certification and shall be placed on an unpaid disciplinary suspension during said period. In the event the employee does not regain medical control certification, or does not notify the Employer within twenty-four hours of notice of loss of certification, that employee shall automatically lose his/her employment.

All full-time employees ~~hired after May 15, 1984,~~ shall, within thirty (30) months of employment become duly licensed and certified Paramedics. During this thirty (30) month period, employees must make progress, to the satisfaction of the Director (or his/her designee), to become duly licensed and certified as same. Failure to do so within thirty (30) months of employment may result in termination from employment, as determined within the sole discretion of the Director (or his/her designee). Such determination by the Director (or his/her designee) shall not be subject to the Grievance Procedure contained in this Agreement.

Part-time Basic EMT and ~~EMT Specialists~~ are not subject to the above twenty-four (24) month limitation to become a Paramedic as long as they are not regularly scheduled to work.

**For promotions from EMT to paramedic, when an employee is promoted from an EMT to paramedic, he/she shall be placed on the step of the new pay grade that provides for a minimum five (5%) pay increase. A promoted/reclassified employee shall then advance in steps in accordance with this new anniversary date.**

### **Section 15.1. Specialty Teams**

The Employer retains the discretion to determine the need for specialty teams and the staffing of said teams.



## **Section 15.2. FEMA Deployments**

Upon a FEMA request for resources the employer will send out a notice for deployment. Qualified members volunteering for deployment will be assigned to deploy based on seniority on a rotating basis, with the rotation resetting on January 1 of each year. **To be considered qualified all required certifications must be uploaded into the AMR software. A member of management will be included on each deployment unless otherwise approved by the Director.** The list of volunteers will be maintained for thirty (30) days at which point any further deployment requests will be paged out again following the same process. All volunteers will be required to deploy for the totality of the deployment.

## **MISCELLANEOUS**

### **Section 16.0. Retirement**

Certain **eligible** employees covered by this Agreement may continue to participate in the County adopted retirement program administered by the Michigan Municipal Employees Retirement System as provided by Act 135, the Public Acts of 1945, as amended. ~~Effective upon ratification,~~ **Eligible** Employees shall pay 5% of their MERS eligible wages to MERS for the Retirement Plan through payroll deduction on a pre-tax basis. ~~Employee contributions to MERS will decrease to 3% whenever the retirement unit is funded at the level of 100% or more. Employee contributions shall be suspended in any year in which the County is not required by MERS to contribute to the retirement unit.~~ The Employer shall contribute the remaining percentage of eligible compensation required by MERS for the Retirement Plan.

~~For c~~**Certain eligible** employees, the retirement program shall be the MERS B-2, E-2 coverage.

The Employer shall require employees hired on or after June 17, 2002, to come under a defined contribution plan. Current employees would be able to continue on the defined benefit plan, or they could opt to go to the defined contribution program. Employees on the defined contribution plan shall be required to contribute 3% of their wages. The Employer will contribute 3% to that plan. ~~Effective as soon as is practicable, there shall be a voluntary, one-time, sixty (60) day open enrollment opportunity for employees currently enrolled in the Defined Benefit Plan to convert to the Defined Contribution plan.~~

If the employee leaves employment after three years, then the employee would be able to withdraw both Employer and employee defined contributions from the defined contribution plan. Employees shall be able to withdraw their contribution upon separation from employment. The current value of the defined benefit plan as computed by MERS will be transferred to the employees who switch to the defined contribution plan.

Effective 5/15/2009, for Employees in the defined contribution plan the Employer will match, 1% of their gross wages, Employee contributions to their individual §457 account, **which are at least 1% of wages and deducted as a percent of wages and**

**not a flat dollar amount.** This match is limited to deposit into one (1) §457 account and cannot be split between different §457 accounts.

### **Section 16.1. Uniforms**

The Employer shall furnish and clean uniforms as follows:

<b>UNIFORMS</b>	
3 PANTS	1 HIGH VISIBILITY 3 SEASON JACKET
1 PAIR BOOTS SELECTED BY THE EMPLOYEE SUBJECT TO APPROVAL BY DIRECTOR <b>-OR- IF THE EMPLOYEE WISHES TO PURCHASE THEIR OWN BOOTS, EMPLOYER WILL PROVIDE A REIMBURSEMENT OF UP TO \$100 PER YEAR FOR THE PURCHASE OF BOOTS, WHICH CAN ACCUMULATE UP TO \$200.</b>	1 BELT
3 SHORT SLEEVE SHIRTS	1 PAIR RESCUE GLOVES
3 POLO LONG SLEEVE SHIRTS	1 PAIR EYE PROTECTION
ANY OTHER REQUIRED UNIFORM ACCESSORIES, I.E. NAME TAG, COLLAR BRASS, AND BADGE. <b>NAME TAG, COLLAR BRASS, AND BADGE SHALL BE ISSUED AFTER THE EMPLOYEE SUCESSFULLY PASSES THEIR PROBATIONARY PERIOD.</b>	
Any other uniform, clothing or boots must be approved by the Director (or his/her designee). <b>Employees shall be responsible for the replacement costs of lost uniform items, including badges. Employees shall return all uniform items upon separation of employment. Failure to do so will result in a notification of replacement costs owed and repayment to the County in one lump sum is hereby authorized for an employee who voluntarily resigns or is discharged from employment and does not return all County-issued uniform items. Repayment of replacement costs will include collections efforts if not voluntarily re-paid.</b>	

### **Section 16.2. Tuition Reimbursement and Relicensure Fee**

#### **A. Job Training Certifications**

Employees may receive 100% reimbursement for successful completion of job required certifications, as required by the State of Michigan, the Washtenaw Livingston Medical Control Authority, or the Employer, that are not available from the EMS Department, as well as registration fees for- **Employer approved training conferences.** ~~Michigan EMS Expo, Survival~~

~~Flight training conferences, and training conferences conducted by Beaumont Hospital.~~ Employees may receive 50% reimbursement for tuition and/or course materials for successful completion of job-related courses. Job-required and/or job-related courses shall be as determined by the Director or his/her designee. Any employee desiring such payment shall request the same in writing at least two (2) weeks before the course commences. It shall be within the discretion of the Director or his/her designee to grant or deny such request. It is understood that monies may not be available for such purposes and/or monies may be spent for group training or other training services as determined by the Director or his/her designee.

The decision of the Employer is not subject to arbitration (See Section 5.3, etc.). No repayment of reimbursement is required of an employee upon separation of employment for Employer paid job-required or job-related certifications described in this sub-section A.

## **B. College or University Courses**

Any regular full-time employee covered by this Agreement is eligible for financial assistance for tuition cost for accredited college or university courses taken in a technical, undergraduate, or graduate program after one complete year of full-time County employment. A college or university is considered to be accredited if it is contained on the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs. The County shall reimburse fifty percent (50%) of tuition cost if:

1. Recommended by your department head and approved by the Human Resources Director prior to enrollment in the course; and
2. The course taken meets one of the following criteria:
  - a. it is directly job related, as determined by the department head;
  - b. it is preparation of a job related promotion;
  - c. it is a required or elective subject mandatory to obtain a diploma, certificate, or undergraduate degree in preparation for advancement to a higher classification in County employment.
3. Prior to being reimbursed for tuition expenses, the employee must present to the department a receipt for payment and proof of a grade C (its equivalent) or higher.
4. Employees eligible for education compensation under a scholarship, the Veterans G.I. Bill or other government sponsored programs, i.e. Pell Grant, Michigan Tuition Grant, and any other form of financial aid, will have to exhaust their other benefits prior to being eligible for County education benefits.

5. Reimbursement is for tuition only and does not include registration, books, lab fees, etc. Where the cost of books are rolled into the overall tuition cost, employees will be asked to submit reasonable proof as to the cost of the book to be subtracted from the tuition cost.
6. Repayment to the County in one lump sum will be required by an employee who voluntarily resigns or is discharged from employment within three (3) years following completion of coursework. Voluntary transfer to irregular part-time status does not constitute resignation or discharge from employment. In the event the employee does not continue employment for the prescribed period, the employee will be required to reimburse the County on a prorated basis for tuition reimbursement received as follows:
  - Return 100% of tuition reimbursement if resign within 1 year
  - Return 67% of tuition reimbursement if resign within 2 years
  - Return 33% of tuition reimbursement if resign within 3 years
7. Reimbursement is subject to and conditioned upon money being appropriated in the employee's Department budget for this specific purpose. **The decision of the department whether to approve or deny tuition reimbursement is not subject to the grievance procedure.**

This tuition reimbursement program will be implemented in compliance with the Internal Revenue Code, Section 132 as a Working Condition Fringe benefit. As such, tuition reimbursement payments are excludable from an employee's gross income, are not includable in the employee's W-2 and are not subject to tax withholding. However, if a refund of reimbursement is made, the employee should contact their personal tax professional to address any potential tax issues.

Completion of coursework shall in no way entitle an employee to automatic advancement on the salary schedule either to a higher classification or step by reason of such additional training.

- C. RELICENSURE FEE. The Employer shall pay for the State mandated relicensure fee for EMT Basic, EMT Specialist and Paramedic every three (3) years. The employer shall pay for the state re licensure fee for Instructor Coordinator every three (3) years. Employees certified as Instructor Coordinators shall teach at least three (3) classes per certification period. If an employee opts to pay for the entire certification without reimbursement from the employer, the employee will not be expected to teach classes.
- D. PARAMEDIC, CRITICAL CARE PARAMEDIC, COMMUNITY PARAMEDIC, INSTRUCTOR COORDINATOR CERTIFICATION TRAINING PROGRAMS The Employer shall provide payment for the cost of an Employer-approved Paramedic, **Critical Care Paramedic, Community Paramedic, Instructor Coordinator** certification training programs and licensure for any regular **employee** EMT covered under this agreement. Pre-payment of the program is predicated upon the assumption that the employee will successfully completes both the Employer approved paramedic training program and Paramedic certification / licensure through the State of

Michigan. Repayment to the County in one lump sum will be required by an employee who voluntarily resigns or is discharged from employment within three (3) years of full-time employment. Repayment will include collections efforts if not voluntarily re-paid. Regularly scheduled part-time employees are eligible for the program, but an employee must move to full-time employment with the department upon completion and successful paramedic certification/licensure. Completion of coursework shall in no way entitle an employee to continued employment. An employee who is unsuccessful in completing the course or fails to pass the State licensure exam must pay back the full course costs in one lump sum payment.

Payment of the training program and licensure is subject to and conditioned upon money being appropriated in the employee's Department budget for this specific purpose. Any employee desiring such payment shall request the same in writing at least two (2) weeks before the course commences. It shall be within the discretion of the Director or his/her designee to grant or deny such request. It is understood that monies may not be available for such purposes and/or monies may be spent for group training or other training services as determined by the Director or his/her designee.

### **Section 16.3. Safety Procedures and Training**

The Employer shall not require any employee to operate any equipment or vehicle which is not in a safe operating condition or is not equipped with the safety appliances as prescribed by law, or for which the employee is not properly trained. ~~The Employer shall furnish a suitable form on which an employee shall document all equipment defects and/or appliance shortages~~ **in the employer-provided electronic reporting system**. Such reports shall be completed ~~in multiple copies~~ and turned in at the end of the employee's regular work shift. No employee shall be required to operate any vehicle declared unsafe by a certified mechanic. Each January the employer shall designate one (1) day each quarter during which training shall be scheduled. The employer reserves the right to schedule additional training dates throughout the year as necessary. **Scheduled trainings shall be deemed scheduled workdays for attendance / tardiness purposes.**

### **Section 16.4. Bulletin Boards**

The Employer will provide bulletin boards in each ambulance base which shall be used for posting notices pertaining to Union business. The Employer reserves the right to remove any derogatory material.

### **Section 16.5. Access**

The staff representative or steward, pursuant to Section 3.0, shall have the right, upon reasonable notice, to examine time sheets at the Ambulance office and any other records pertaining to the computation of compensation of any employee whose pay is in dispute, or an employee's personnel file for non-exempt matters with the permission of the employee.

#### **Section 16.6. Non-Discrimination**

The Livingston County Board of Commissioners and Union shall provide equal employment opportunities to qualified persons without regard to race, age, creed, color, religion, national origin, sex, marital status or handicap, as required by law.

#### **Section 16.7. Separability**

If any section of this Agreement, or any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or Employer, for the purpose of arriving at a mutually satisfactory replacement for said section during the period of invalidity or restraint.

#### **Section 16.8. Other Agreements**

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms of this Agreement, unless approved by the MAFF staff representative.

#### **Section 16.9. Past Practice**

There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreements shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound.

#### **Section 16.10. Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the un-limited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or not covered in this Agreement.

### **Section 16.11. MICU**

The Employer reserves the right to designate MICU Paramedics. The Employer will not reduce the number of available full-time MICU positions based upon the utilization of irregular part-time employees on the MICU team.

### **Section 16.12. Shift Coordinators**

The employer reserves the right to appoint or assign temporary Shift Coordinators. They shall be compensated an additional 3% as noted on the attached FTO/Shift Coordinator scale and is only applicable for hours assigned as a Shift Coordinator. When not assigned as a Shift Coordinator, employee shall receive corresponding Non-Shift Coordinator pay type.

Shift Coordinators shall have the responsibility to coordinate and oversee daily operations of the department during their assigned shift. The Shift Coordinator shall have no disciplinary authority, but will have a duty to report any misconduct and violations of department policy. Shift Coordinators shall report to the Deputy Director. The Employer shall post such positions, but reserves the right to determine who to hire for those positions.

**NEW Section 16.13. Community Paramedic** The Employer reserves the right to select Community Paramedics after following the application process. The Employer will not reduce the number of available full-time Community Paramedics positions based upon the utilization of irregular part-time employees on the Community Paramedic team.

**NEW Section 16.14. Instructor Coordinator** The Employer reserves the right to select staff assigned as Instructor Coordinator after following the application process. Instructor Coordinator shall be paid in accordance with the attached hour wage scales only when assigned a trainee or when assigned Instructor Coordinator related duties.

**RENUMBER Section 16.15. Field Training Officers and Preceptors** The employer reserves the right to **select** ~~designate~~ Field Training Officers **and Preceptors after following the application process**. Field Training Officers **and Preceptors** shall have the responsibility to assist in the training of new employees **or students** under the direction of the **Director or his/her designee** ~~Quality Assurance Supervisor~~. Field Training Officers **and Preceptors** shall be paid in accordance with the attached hour wage scales **only when assigned a trainee or when assigned FTO or Preceptor related duties**. Performance reviews shall be done **periodically**. ~~every twenty-four (24) months~~. **In order to receive FTO or Preceptor pay, employee must submit the new hire or student evaluation in the electronic reporting system.**

### **Section 16.16. Drug Testing Program**

Employer and Union mutually acknowledge and agree that the use of unauthorized drugs by an employee without licensed medical supervision constitutes a present danger to

the employee, fellow employees, customers and the general public and also impairs job performance and capabilities of the employee.

Employer shall have the right to develop drug testing programs for said employees and the Union supports a policy which diminishes any such dangers. Any such program shall not be contrary to the constitutional or statutory rights of such employees.

A. DEFINITIONS.

1. Restricted Period. A "restricted period" means:
  - (i) any time the employee is entitled to compensation from the County pursuant to a provision of this Agreement, other than non-work hours for which an employee is entitled to compensation;
  - (ii) any time the employee is present on property owned or leased by the County, or to which the County has access as a business invitee (whether or not the employee is entitled to compensation from the County pursuant to a provision of this Agreement for such time); or,
  - (iii) any time an employee is operating a vehicle or equipment owned or leased by the County (whether or not the employee is entitled to compensation from the County pursuant to a provision of this Agreement for such time).
2. Drug. "Drug" means a scheduled controlled substance, which includes opiates, cannabinoids, cocaine, methadone, methaqualone, phencyclidine (PCP), propoxyphene and chemical derivatives of these substances. Legally prescribed drugs shall be handled in the same manner as fitness for duty medical exams and an employee may be required to disclose prescription drugs where there is a reasonable suspicion that said drug may be affecting the employee's performance of the employee's position.
3. Positive Test Result. A "positive test result" means: a verified positive drug test result); a verified alcohol test with a result indicating an alcohol concentration of greater than 0.00; or a refusal to test.
4. Refusal To Test. Refusal to test means any refusal by the employee to the tested, or any failure to cooperate in the testing procedure including, but not limited to, obstructing the collection or testing process; failing to complete or misrepresenting the required drug testing forms; failing to promptly supply specimen(s) for testing when directed to; submitting an altered, adulterated, or substitute sample; or failing to report for a scheduled test.

B. DISCIPLINARY PENALTIES.

1. Possession, Sale, Use or Distribution of Alcohol or a Drug. The unauthorized possession, sale or distribution by an employee of alcohol or a drug during a restricted period shall constitute cause for discharge of the employee. Consumption or ingestion of alcohol or a drug by an employee during a restricted period shall constitute cause for the discharge of the employee,



irrespective of whether the County elects to test the employee in accordance with this Article. Reporting to work, or working while under the influence of a drugs or alcohol whether on Employer premises, on any Employer business, or in an Employer supplied vehicles shall constitute cause for the discharge of the employee. The conviction of an employee for any felony a legal element of which requires proof of the possession, sale, use or distribution of a drug shall constitute cause for discharge, whether or not such felony occurred during a restricted period.

2. Positive Test Result for Alcohol or Drugs. A positive test shall constitute cause for the discharge of the employee.
3. Refusal to Test. An employee's refusal to test when requested by the County in accordance with the provisions of Section 16.14 of this Article, will constitute cause for discharge of the employee.
4. Self Disclosure. An employee who, prior to a positive test or accident, voluntarily discloses a dependency on drugs/alcohol to the Employer, voluntarily undergoes an Employer-approved, supervised detoxification treatment program and who executes (and the Union executes) a last chance agreement will be given a leave of absence for such purposes of up to thirty (30) days and the Employer will refrain from taking any disciplinary action against the Employee, provided that:
  - (i) Such disclosure is the first and only involvement with drugs/alcohol for the Employee;
  - (ii) The Employee satisfactorily completes the detoxification treatment program or other program recommended by EAP; and,
  - (iii) The employee remains free of drug/alcohol use and strictly complies with the Employer's drug free policy.

The Employee will be returned to their former position, shift, wages and benefits. A last chance agreement may require an employee to undertake and complete treatment, sign testing consents, comply with testing requirements, and that all test results shall be negative. If the employee violates that agreement and is subsequently discharged and/or reprimanded, the Union reserves only the right to grieve or arbitrate the issue of whether the last chance agreement has been violated. If the last chance agreement is determined to have been violated, an arbitrator will have no authority to modify the discipline imposed by the Employer.

C. CONDITIONS FOR TESTING.

1. Reasonable Suspicion. The County may require an employee to submit to drug and alcohol testing if the County has a reasonable suspicion that:
  - (i) an employee has alcohol or a drug present in his/her body during a restricted period; or,

- (ii) that an employee was in possession of, sold, or distributed alcohol or a drug during a restricted period when the employee is not otherwise required to do so in the performance of his/her duties.

For the purposes of the preceding sentence, a "reasonable suspicion" must be based on objective facts, including, but not limited to:

- (i) observation by the County of circumstances consistent with the possession, sale, or distribution of alcohol or a drug when the employee is not otherwise required to do so in the performance of his/her duties;
  - (ii) observation by the County that an employee is exhibiting slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, erratic behavior, or significant deterioration in work performance; or,
  - (iii) detection by the County of the odor of alcohol on an employee's breath.
- 2. Post Accident Testing. The County may require an employee to submit to drug and alcohol testing if the employee is involved in an accident during a restricted period.
  - 3. Return from Medical Leave. The County may require an employee to submit to drug and alcohol testing during any medical exam required by the County to determine the employee's fitness for duty when returning to work from a leave of absence.

D. TESTING METHODOLOGY. All drug and alcohol testing shall be conducted in conformity with the County procedures.

### **Section 16.17. Fitness and Wellness Program**

The Employer's Howell facility may include a fitness facility. The fitness facility may be utilized only during non-compensated hours. Employee's employment by Employer is not conditioned upon the use of the fitness facility or participation in any activity associated with the fitness facility. The Center is not part of Employees' workplace and, as such, any injury while using the fitness facility will not be covered by workers compensation.

Effective upon ratification of this agreement by all parties, members of the bargaining unit shall be allowed to participate in the Livingston County Wellness Program and shall be eligible for the \$100 per year payment for participation in the Physician Health Screening and Health Assessment program and \$500 per year wellness reimbursement.

### **Section 16.18. Direct Deposit**

Effective upon ratification or as soon as practical all employees within the bargaining unit go to direct deposit/debit card (paperless) for payroll (funds may be deposited into accounts at up to three (3) banks.

### **Section 16.19. Emergency Manager**

To the extent required by MCL 423.215(7), an Emergency Manager appointed under the Local Government and School District Financial Accountability Act (being, MCL 141.1501, et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act.

### **Section 16.20. Duty To Report Misconduct or Dereliction of Duty**

Violation of the law by any bargaining unit member may undermine the ability of the EMS to deliver service to the community. Such behavior can damage credibility and respect, and in some cases, can endanger the lives of residents. A bargaining unit member who is cited, arrested or charged by law enforcement with any felony or misdemeanor (either on-duty or off-duty), or who is the subject of a court ordered personal protection order, shall report such fact to the EMS Director or designee within twenty-four (24) hours of such citation, arrest, charge or order. Bargaining unit members having knowledge of another member on duty violation of the law will report such knowledge to the EMS director or his designee. A failure to report pursuant to this Article may result in appropriate discipline subject to the rights and remedies in this Agreement.

### **Section 16.21. Referral Bonus**

During the life of this agreement only and expiring **at the end of the term of this collective bargaining agreement, December 31, 2024**, the Employer shall pay to an employee a referral bonus of \$1,000 for each **full time** employee successfully recruited and on-boarded to employment with Livingston County EMS **and who successfully completes the FTO program**. Referring employee must be currently employed as of the first date of work for the newly recruited employee. The newly recruited employee must pass all background checks and exams, including drug testing. The Employer decision to hire any new recruit or referral is not subject to the grievance procedure. The newly referred and recruited employee must attest in writing as to a single current referring employee.

### **Section 16.22. Policies and Procedures**

The Employer shall notify the Union in writing of any proposed changes in personnel policies which affect the conditions under which employees work. Whenever possible, such written notification shall be provided to the Union at least two (2) weeks in advance of the proposed implementation of the changes. If amended, a copy of the revised policy will be provided to the Union. Emergency situations shall be exempt from this provision, however, notice shall be given to the Union of the new or changed policy as soon as practicable. "Emergency" in this section refers to any topic related to employee/patient health and safety or any newly issued statutory or regulatory requirement.

## **FAMILY AND MEDICAL LEAVE ACT**

### **Section 17.0.**

The parties agree that the Family Medical Leave Act policy adopted by the Employer for non-union employees shall be used for employees covered under this contract. An

employee returning from a FMLA leave of up to twelve (12) weeks will be reinstated to his/her former or an equivalent position with the same pay, benefits, and terms and conditions of employment unless the employee is unable to perform the essential functions of his/her former job with or without reasonable accommodation.

## **SUPPLEMENTARY EMPLOYMENT**

### **Section 18.0.**

- A. The Director, or his/her designee, shall be notified in writing prior to the employee engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be given at least seventy-two (72) hours prior to engaging in supplemental employment.
- B. The additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties.
- C. The employee shall keep the Director or his/her designee informed of contemplated changes in his/her supplemental employment.

## **TERM OF AGREEMENT**

### **Section 19. Term of Agreement**

This Agreement shall be in full force and effect from **March** \_\_, **2025** 2022, to and including December 31, **2027** 2024. Not earlier than one hundred twenty (120) days prior to the expiration of the contract, either party may request that the other commence negotiations for a new or modified agreement. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

**\*\* Signatures on Following Page \*\***

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**LIVINGSTON COUNTY  
BOARD OF COMMISSIONERS**

**MICHIGAN ASSOCIATION OF FIRE  
FIGHTERS (MAFF)**

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**2025 MAFF Wage Scale - effective upon ratification by all parties**

	Single Cert		Dual Cert		MICU		MICU Dual Cert	
	Hr	OT	Hr	OT	Hr	OT	Hr	OT
Start	22.62	33.93	23.30	34.95	24.00	35.99		
1 Year	24.58	36.86	25.32	37.98	26.08	39.13		
2 Year	26.01	39.01	26.78	40.17	27.58	41.37	27.58	41.37
3 Year	27.31	40.96	28.13	42.19	28.96	43.44	28.96	43.44
4 Year	28.67	43.01	29.54	44.30	30.41	45.62	30.41	45.62
5 Year	30.10	45.16	31.01	46.52	31.93	47.89	31.93	47.89
6 Year	31.61	47.42	32.56	48.84	33.52	50.29	33.52	50.29
10 Yr	32.25	48.37	33.21	49.81	34.19	51.29	34.19	51.29

**FTO/Shift Coordinator/Preceptor**

2 Year	26.78	40.17	27.59	41.39	28.41	42.62	28.41	42.62
3 Year	28.13	42.19	28.97	43.45	29.83	44.75	29.83	44.75
4 Year	29.54	44.30	30.42	45.63	31.32	46.98	31.32	46.98
5 Year	31.01	46.52	31.94	47.91	32.89	49.34	32.89	49.34
6 Year	32.56	48.84	33.54	50.30	34.53	51.80	34.53	51.80
10 Yr	33.21	49.81	34.20	51.30	35.22	52.83	35.22	52.83

**EMT**

Start	18.66	28.00
1 Year	19.75	29.62
2 Year	20.96	31.44
3 Year	22.26	33.39
4 Year	23.60	35.40
5 Year	25.02	37.54
6 Year	26.28	39.42