

**AGREEMENT**

**BETWEEN**

**MECOSTA COUNTY BOARD OF COMMISSIONERS**

**AND**

**TEAMSTERS LOCAL 214**

**FOR AMBULANCE DEPARTMENT**

**Terminating December 31, 2015**

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## **AGREEMENT**

This Agreement is entered into between the **MECOSTA COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "**EMPLOYER**") and the **TEAMSTERS LOCAL 214** (hereinafter referred to as the "**UNION**").

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

### **ARTICLE 1 RECOGNITION**

#### **Section 1 Employees Covered:**

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:

Emergency Medical Technician Paramedic, Specialist, Basic employed by Mecosta County, but excluding managers, employees not assigned to an FTE (part time, confidential, casual employees) executives, and all others.

#### **Section 2 Employees not Covered:**

Employees who are not assigned an FTE shall not be covered by this agreement. Such employees shall not be used to displace or deprive an employee in the bargaining unit of wages and benefits required to maintain Full Time status.

## **ARTICLE 2 AID TO OTHER UNIONS**

The Employer will not aide, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

The Union agrees that 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 the Employer. 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. The Employer agrees not to lock out employees.

## **ARTICLE 3 RECOGNITION OF RIGHT OF EMPLOYER**

### **Section 1 Right to Manage Workforce:**

Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of its rights, powers and authority, unless and only to the extent that specific provisions of the Agreement curtail or limit such rights, powers and authority. The Union recognizes that the Employer's rights, powers and authority include but are not limited to, the right to direct and manage the work force, including by way of illustration the determination of policies, make or amend rules and regulations, operations, assignments, sub-contracting, hire, promote, demote, transfer, schedules, discipline non-probationary employees for just cause and discharge or terminate for any reason or no reason a probationary employee, layoff of employees, purchasing equipment and maintenance of equipment, except as any of these rights are expressly abridged by or contrary to the specific provisions of this Agreement.

### **Section 2 Rules:**

The Employer shall have, within its discretion, the right to make, amend, supplement or delete reasonable rules and regulations. However, the Union Chapter Chairperson shall receive a copy of any new or modified rule or regulation twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation. If there is concern regarding the reasonableness of the rule or rule change, the Union Chapter Chairperson may request a special conference between the Union, the Director of the Ambulance Department (referred to hereafter as "Director") or his/her representative and the County Administrator to discuss the rule. The rule change or new rule may become subject to the grievance procedure if it violates a specific term or condition of this contract.

### **Section 3 Other Agreements:**

There are no verbal or written understandings or agreements which are binding on either the Employer or the Union other than the written agreements enumerated or referred



to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both Employer and the Union.

**Section 4 Waiver:**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited 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 5 Past Practices:**

This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

**ARTICLE 4 UNION SECURITY**

**Section 1 Union Dues, Representation Fees:**

The Employer agrees to deduct Union dues or Union representation fees from employees paychecks to become effective the first payday of the month, which is different than the check for employee co-pay on health insurance, following the employee's completion of six (6) months of full time employment as outlined in this section. The Union dues or representation fees shall be sent to the Union's designated officer.

The Employer also agrees to deduct from an employees paycheck the initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes six (6) months of full time employment, as provided hereunder. This one-time deducted initiation fee shall be made on the first payday of the month, following the employee's successful completion of six (6) months of full time employment.

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

**Section 2 Deductions:**

The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union's dues and initiation fee, subject to all of the following conditions:

1. The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
2. All check-off authorization forms shall be filed with the County Clerk, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no check-off shall be made until such deficiency is corrected.
3. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.
4. The Employer shall only 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. 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.
5. The Employer's remittance shall be deemed correct if the Union does not give written notice to the County Clerk within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
6. The Union shall provide at least thirty (30) days written notice to the County Clerk of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this section. Any changes in the amounts determined will also be provided to the County Clerk at least thirty (30) days prior to its implementation.

**Section 3 Continued Employment:**

The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate that employee.

**Section 4 Hold Harmless and Indemnification:**

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an

employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article or the termination of an employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

## **ARTICLE 5 UNION REPRESENTATION**

### **Section 1 Chairperson:**

Employees covered by this Agreement shall be represented by one (1) Unit Chairperson, who shall also act as a steward. The Union shall have the exclusive right to select said Chairperson and a steward in the bargaining unit.

1. The Employer will be notified of the name of an alternate Chairperson who shall serve only in the absence of the regular Chapter Chairperson.
2. The Chapter Chairperson, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer without leaving the job post, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall the Chapter Chairperson leave his/her work for such purpose without first obtaining permission from his/her Supervisor. The Director shall not act arbitrary or capricious in a denial. The Supervisor may require the Chapter Chairperson to present such grievance or grievances during other than working hours in the event that the work force cannot be adequately covered during the time that the Chapter Chairperson desires to investigate and present grievances.

### **Section 2 Union Bargaining Committee:**

1. Employees covered by this Agreement will be represented in negotiations by two (2) negotiation committee members.
2. All bargaining by the parties shall commence at a mutually agreeable time.
3. Employees 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.

## **ARTICLE 6 SPECIAL CONFERENCES**

**Section 1 Participants:**

Special Conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Union and not more than two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those in the agenda. Conferences shall be held at a mutually agreed upon time. Special conferences shall not be used for further collective bargaining purposes. The members of the Union shall be excused from duty without penalty to attend special conferences held during his/her regularly scheduled work day, but shall not be compensated in any way for the time spent attending conferences which are not held during his/her regularly scheduled work day. This meeting may be attended by a representative of the Union.

**Section 2 Union Pre-Conference:**

The Union representative may meet on the Employer's property for up to one-half (1/2) hour immediately preceding the conference.

**ARTICLE 7 GRIEVANCE PROCEDURE**

**Section 1 Definition:**

The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) calendar days of the date the employee knew, or should have known of its occurrence. Any grievance not meeting the definition, as set forth in this article, will be returned to the Chapter Chair without a response. Failing to meet the definition as stated above does not extend the time period of 10 calendar days.

**Section 2 Steps of the Grievance Procedure:**

An employee having a grievance as above defined shall present it to the Employer as follows:

**Step 1.** An employee and his/her steward shall submit in writing the grievance to the Director of the Ambulance Department or in his absence, the County Administrator within the time limits stated in "A" above. The Director shall answer the grievance within ten (10) days after it is received.

The answer of the Director shall not serve as precedent for any other grievances. The Director does not have the authority to provide any employee a benefit which exceeds or is not provided under this contract.

**Step 2.** If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the County Administrator within five (5) working days after the answer of the Director. The County Administrator shall sign and date the steward's copy. The County Administrator shall respond to the steward in writing within ten (10) working days after receipt of the grievance. The answer of the County Administrator shall not serve as a precedent.

**Step 3.**

- a. If the answer at STEP 2 is not satisfactory, and the Union wishes to carry the grievance further, it shall, within fifteen (15) calendar days from the date of the Employer's answer at STEP 2 notify the Director and the County Administrator, in writing, of its appeal of the grievance to arbitration.
- b. Arbitration. The Employer and Union agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first:
  - A. Peter Jason
  - B. David Grissom
  - C. Barry Brown
  - D. Daniel Kruger

If the arbitrator up for selection is not available, the other arbitrator will be used. If neither of the listed arbitrators are available, the Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the FMCS. A list of five (5) arbitrators will be requested from the FMCS, with each party having the right to strike two (2) names. The arbitrator remaining on the list shall serve as the independent arbitrator.

- c. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
- d. There shall be no appeal from any arbitrator's decision unless the arbitrator exceeded his/her authority or jurisdiction. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based upon the express terms of this Agreement, and shall have no authority to add to, or

subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

- e. A grievance may be withdrawn without precedent and if so withdrawn, all financial liabilities shall be canceled.
- f. Any grievance not answered within the time limits by the Employer shall be automatically advanced to the next step.
- g. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- h. Only for the purpose of the grievance procedure, a "working day" shall mean Monday through Friday, excluding holidays, as recognized in this Agreement, and shall not include the day on which a grievance is presented or appealed by the Union or returned to it by the Employer.
- i. The withdrawal or settlement of grievances by the Union and the settlement of grievances by the Employer will be without precedent to either party.
- j. Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator. Grievances on the same subject matter may be combined and heard by a single arbitrator.
- k. When remedies are available for any complaint and/or grievance of an employee through any procedure outside of this agreement, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize a different remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize a different remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

#### **ARTICLE 8 COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

## **ARTICLE 9 DISCHARGE, SUSPENSION, REPRIMAND**

### **Section 1 Discharge Notice:**

The Employer agrees, upon the discharge or suspension of a non-probationary employee, to notify in writing the employee and his/her steward of the discharge or suspension. The written notice shall contain the reasons for the discharge or suspension. Should the non-probationary discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure.

### **Section 2 Just Cause:**

For all non-probationary employees discipline shall be for just cause.

## **ARTICLE 10 SENIORITY; PROBATIONARY PERIOD**

### **Section 1 Definition of Seniority:**

Seniority is defined as length of continuous full time service with the Emergency Medical Service since the employee's most recent date of hire. Active part time employees hired into the unit shall be granted seniority for years of service on a pro rated basis, based on continuous hours of work. Seniority shall commence after the employee completes the probationary period hereinafter provided for, retroactive to the date of the employee's most recent date of hire.

### **Section 2 Probationary Period:**

All employees shall be considered probationary employees until the employee has completed six (6) months of continuous full time work. The Employer has the right to extend the probationary period of an employee up to an additional six (6) months upon prior notice to the Union and affected employee. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and for no reason or any reason except Union activities, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. 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 for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence. New hires may be started above the start rate based on their prior experience and employment history as recommended by the Director and approved by the Employer.

### **Section 3 Leaves of Absence During Probationary Period:**

If an employee takes an unpaid leave during the probationary period, the probationary period shall be extended for a time period equal to the leave. If a seniority

employee takes an unpaid, leave in excess of 12 weeks, the employee's seniority shall not accumulate, but shall remain frozen until their return.

## **ARTICLE 11 SENIORITY LISTS**

### **Section 1 Non-Discrimination in Seniority:**

Seniority shall not be affected by the creed, color, national origin, age, race, sex, or marital status of the employee.

### **Section 2 Information on Seniority List:**

The seniority list on the date of this Agreement will show the date of hire, names and addresses, and classifications of all employees of the unit entitled to seniority.

### **Section 3 Employer's Obligation to Maintain Seniority List:**

The Employer will keep the seniority list up to date and will provide the Chapter Chairperson and Union with up-to-date copies upon request.

## **ARTICLE 12 LOSS OF SENIORITY**

**Loss of Seniority.** An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

1. He/she resigns or quits.
2. He/she is discharged or terminated and not reinstated.
3. He/she retires.
4. He/she is convicted or pleads guilty to a felony.
5. He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser.
6. Two (2) unexcused absences on a regularly scheduled workday within a twelve (12) month period, unless it is beyond the control of the employee.
7. Unexcused failure to return from a leave of absence of any kind on the specified date for return (including sick leave), unless it is beyond the control of the employee.
8. Intentionally falsifies his/her employment application.



9. Failure to return to work when recalled from layoff as set forth in the recall procedure.

### **ARTICLE 13 SENIORITY OF CHAPTER CHAIRPERSON**

The Chapter Chairperson shall head the seniority list of the unit for the purpose of layoff only during his/her term of office, provided he/she has the immediate ability and qualifications to perform the remaining work.

### **ARTICLE 14 LAYOFF DEFINED**

#### **Section 1 Definition:**

The word "layoff" means a reduction in the work force.

#### **Section 2 Notice to Union:**

In the event of a layoff, the Employer shall meet with the Chapter Chairperson at least fourteen (14) days prior to the effective date of layoffs. At such meeting the Employer shall submit a list of the employees scheduled for layoff, their names, seniority, departments, classifications and work locations. After the meeting, if the Union believes that the Employer violated the terms of this Article, the matter shall be submitted at the final step of the grievance procedure.

#### **Section 3 Order of Layoff:**

When a layoff takes place, employees not entered on the seniority list in the classification affected by the layoff shall be laid off first. Thereafter, employees in the classification affected by the layoff having seniority shall be laid off in the inverse order of their seniority, i.e., the least-senior employee in the affected classification on the seniority list will be laid off first.

#### **Section 4 Notification to Affected Employees:**

Employees to be laid off will receive at least seven (7) days advance notice of the layoff.

### **ARTICLE 15 RECALL PROCEDURE**

If there is an increase in the job classification of the laid-off employee, recall of laid-off employees will be made in order of seniority, the most senior employee being recalled first. If an employee cannot be contacted personally, the Employer will send a certified letter notifying the employee of his/her recall to work and the date of his/her return. The

Employer shall send the notice to the employee's last known address given to the Employer by the employee. Any employee notified in accordance with the above, who fails to report for work within five (5) days after notice has been sent/given shall be considered to have quit.

### **ARTICLE 16 TRANSFERS**

**Transfers of Employees.** If an employee transfers to a position within the Ambulance Department not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring back to the bargaining unit under the above circumstances shall retain all rights for the purpose of any benefits provided in this Agreement.

### **ARTICLE 17 PROMOTION**

#### **Section 1 Promotion of Station Coordinators:**

Promotion into a Station Coordinator position is an appointment, and Coordinator duties shall be in addition to the paramedic job description requirements. Station Coordinator promotions shall be filled by competitive examination, using the following criteria:

<u>Written Examination</u>	<u>Oral Interview</u>
50%	50%

The Oral Interview will be conducted by a Board consisting of the Director, the County Administrator, and Chairpersons of the Mecosta County Board of Commissioners Personnel and Ambulance Committees. Vacancies will be filled following the above procedure, with the Board of Commissioners, upon a recommendation from the Director, selecting from the two highest scoring candidates to fill a vacancy.

An individual who is a Station Coordinator remains covered as a paramedic by the agreement. The Schedule and Station assignment of Station Coordinators will be at the discretion of the Director. The Employer has the right to demote for cause.

### **ARTICLE 18 VETERANS**

The re-employment rights of employees after their period of military service with the Armed Forces of the United States will be in accordance with all applicable laws and regulations.

## **ARTICLE 19 UNPAID LEAVE OF ABSENCE**

### **Section 1 Personal Leave:**

A. An employee may request a personal leave of absence for a period not to exceed one hundred and eighty (180) calendar days in any one (1) calendar year for leaves not authorized under Section 2 below. All requests must be made in writing and for leaves of absences of up to forty-five (45) calendar days approval must be obtained from the Director. For unpaid personal leaves of absence in excess of forty-five (45) calendar days up to one hundred eighty (180) calendar days, approval must be obtained from the Director and the County Board of Commissioners. Such approvals will be within the Director and Board of Commissioners sole discretion, but denials shall not be arbitrary and capricious. A personal leave of absence may be granted in cases of illness in the immediate family not covered under Section 2, to attend an educational institute, or for other reasons deemed justifiable by the Director. All personal leaves of absence shall be without pay, and the employee will not accumulate sick leave or vacation time, 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 forty-five (45) calendar days for whatever reason, the Director does not guarantee that the employee will be reinstated in his 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.

B. Unpaid leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for an unpaid leave of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence may result in immediate termination of employment.

### **Section 2 Unpaid Family Leave:**

#### A. General

1. All full time employees who have completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request a Family and Medical Leave Act ("FMLA") leave of absence for a period not to exceed twelve (12) weeks (84 days) in any one calendar

year. All foreseeable requests must be addressed to the Controller/Administrator in writing not less than thirty (30) days before the date the leave is to begin and must include the reason for the request, give the expected duration of the leave and be approved by the Controller/Administrator. Unforeseeable leave requests must be provided to the Controller/Administrator as soon as practicable. The FMLA leave of absence shall commence when the employee takes his/her first day off associated with the Family Medical Leave Act, or when the employee takes time off allowed under the FMLA, whichever is sooner. A FMLA leave of absence may be granted in the following cases:

- (a) A serious health condition that makes the employee unable to perform the functions of his/her position;
  - (b) In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
  - (c) Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter; or
  - (d) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. The employee is required to exhaust all accrued paid leave (comp time, sick leave, vacation leave etc.) prior to an unpaid leave of absence.
  3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
  4. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.

5. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.
  6. It is the intent of the Employer that this Manual fully comply with the requirements of the Family and Medical Leave Act of 1993.
- B. Continuation of Benefits All family leaves of absence shall be without pay and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved family leave of absence. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave time, vacation time, approved personal leaves, and family leave under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverages at their own expense during an unpaid family leave of absence after the periods noted above to the extent required by federal law. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period. Such leave, up to a maximum of twelve (12) weeks, if granted, will be allowed and credited as continuous service, i.e. seniority continues for the twelve (12) weeks only.
- C. Reinstatement After Leave When a family leave of absence is granted for more than twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer. 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. When an employee returns from a family leave of absence of less than twelve (12) weeks, he or she shall be returned to an equivalent position, as required by law. However, there

is no guarantee that the employee will return to the position, shift, or station that they left.

- D. Notice For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
2. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

- E. Certification for Medical Leaves For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;

5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
  6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
  7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
  8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- F. Second Opinion In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
- G. Resolution of Conflicting Opinions When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.
- H. Subsequent Recertification The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

- I. Return-To-Work Certifications The employee shall submit a medical certification as to the employee's ability to resume work after 1) all unpaid leaves in excess of thirty (30) days taken for the employee's health or injury reasons; 2) all unpaid leaves taken for the employee's mental health reasons; and 3) after any absence from work during which the employee received workers compensation benefits. Employees shall be provided specific notice that a return to work certificate is required when they go on unpaid leave, or when it is determined that the leave will require such a return to work certification.

### **ARTICLE 20 RATES FOR NEW JOBS**

The Board of Commissioners reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Board shall notify the Union prior to it becoming effective. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Board in writing, within five (5) days after receipt of notice from the Board. The Board or its designated representatives shall meet and discuss the same, if notified by the Union within that five (5) day period. In the event the parties cannot reach an agreement, the Board may implement its last best offer after mediation through PERA.

### **ARTICLE 21 JURY DUTY**

An employee who serves on jury duty during their normal working hours will be paid the difference between his/her pay for court duty and his/her regular rate of pay, provided that the employee provides proof of the payment made by the court. In addition, to be eligible for the above, the employee must return to work after their court duty has been completed.

### **ARTICLE 22 WORKING HOURS**

#### **Section 1 Work Day:**

The workday shall begin at 7:00 a.m. and shall continue for the next twenty-four (24) consecutive hours ending at 7:00 a.m. The weekly schedule shall be determined by the Director who may change any schedule upon seven (7) days prior notice, or sooner in the event of manpower shortages due to vacations, illness, workers' compensation leaves, approved leaves, sick leave, vacancies, etc., or emergencies. The above is not intended as a minimum guaranteed number of work hours, and in the event no work is available as a result of mechanical failure of equipment, i.e. ambulances and/or Department passenger



vehicles, the Director shall have the authority to alter work hours accordingly.

**Section 2 Times of Duty Shifts:**

Times of duty shifts to be posted a minimum of seven (7) days in advance and shall remain stable for a minimum of two (2) calendar months subject to changes required by emergencies, etc. (see above). (The Employer agrees to consider employees' requests for assignments.)

**Section 3 Duty Day:**

A "duty day" for regular full-time employees shall be twenty-four (24) hours and will consist of seventeen (17) hours of paid duty time, with seven (7) hours from 11:30 p.m. to 6:30 a.m. as non-paid sleep time at county provided quarters. If the employees are called out during sleep time, they will be paid a minimum of two (2) hours at two (2) times their regular rate of pay, (double time). Employees working more than two hours during sleep time will be paid one and one-half times their normal rate for the entire 7 hour sleep time period. Time worked under this section will not be pyramided or otherwise counted in reaching the forty (40) hours for overtime in Article 24 Section 1.

**Section 4 Overtime Reporting Guarantee:**

An employee reporting for overtime shall be guaranteed at least two (2) hours' pay.

**Section 5 Call in Guarantee:**

If an employee is called in to provide coverage, that employee shall receive two (2) hours call in time. In the event the call in extends beyond two (2) hours, the employee shall be compensated at their rate of pay accordingly. Employees are not required to stay for the two (2) hours if coverage is secured from another unit becoming available. Call in pay is secured if the call in is canceled due to change in system status prior to the employee's arrival at the station. In the case of call backs for less than a full shift all time shall be considered paid duty time with no non-paid sleep time.

**Section 6 Tour of Duty:**

The following schedule will be followed:

Three (3) TWENTY-FOUR (24) HOUR on duty shifts per workweek. No employee will be regularly scheduled for more than two (2) consecutive duty shifts.

This does not reflect exact schedule, only an outline.

**ARTICLE 23 WORK SCHEDULE**

**Section 1 Shift Exchange:**

Employees may exchange shifts with prior approval of the Director. Exchanges shall be within the same week and shall not increase the employee's overtime.

**Section 2 Probationary Employees and Bidding Periods:**

The Director will make schedule and station assignments for all probationary employees. Following the Director's assignments the remaining schedule and station assignments will be bid by order of seniority. The available schedule and station assignments will be opened for bid no more than two (2) times annually. The bid periods will be January through June and July through December. Newly bid shifts will begin the first pay period following January 1<sup>st</sup> and July 1<sup>st</sup> of each year. A minimum of three (3) assignments per station will be available for bid. Bid sheets will be posted a minimum of eight (8) weeks prior to the start of the new bid period with the new schedule posted not less than four (4) weeks prior to implementation. The employer may assign an employee to cover a position at another station to facilitate coverage.

**ARTICLE 24 OVERTIME**

**Section 1 Eligibility:**

Time and one-half will be paid for all hours worked in excess of forty (40) hours in a week. The workweek begins on Friday at 7:00 a.m. and ends on Friday at 7:00 a.m. A pay period is two (2) consecutive workweeks. Vacation or sick leave taken in at least full day increments (17 hours) shall be counted as hours worked for overtime.

**Section 2 Offered to Full Time Employees First:**

The Employer may fill vacancies created by sick, FMLA, or unpaid leave utilization by first offering the vacancies to part time employees. Full time employees will only be given first come first served privilege on 2 overtime shifts per month for all other vacant shifts. The employer may offer "overtime shifts" to part time employees once all full time employees have worked or been scheduled for two overtime shifts in any calendar month, or the shift has been declined by all full time employees who have not worked or been scheduled for two overtime shifts in the month. Shifts that are not filled after being offered to part time employees may be filled by any full time employee as long as the shift does not conflict with section 5 of Article 24.

Overtime will be offered to full-time employees first, on a four (4) day option, then part-time employees. However, the Employer may offer overtime to part time employees first when filling vacancies of less than a full shift. Employees may pre-fill their vacation

requests will full-time employees prior to posting submission to the Director. Shifts may be split into a minimum of eight and one-half (8 1/2) hour blocks only.

**Section 3 Signup for Partial Shifts:**

An employee who signs up for ½ of an overtime shift shall be responsible for the entire shift if no other employee voluntarily agrees to fill the other half.

**Section 4 Mandating List:**

All full-time employees will be listed in order of extra shifts they have filled. The top of the list is the employee that will be mandated next if needed. As an employee takes an overtime shift voluntarily, his/her name is moved to the bottom of the list. Refusal to work overtime in the polling process does not move your name down the list. Polling will be done as a last resort to fill a shift.

The Director may work any and or all duty shifts that would not displace a full-time employee and may work any duty shifts that have been passed up by full-time employees.

**Section 5 Scheduling in Excess of 72 Hours:**

No employee will be allowed to volunteer for or exchange shifts so they would be scheduled for a period of more than seventy-two (72) hours consecutively. In emergency circumstances, authorized by the Director, exceptions may be made.

**Section 6 Pyramiding Prohibited:**

Notwithstanding any contrary provision, premium payments shall not be duplicated for the same hours worked.

**ARTICLE 25 SICK LEAVE**

**Section 1 Rate of Accrual:**

All full-time non-probationary employees covered by this Agreement shall earn 17 hours of sick leave per calendar month, with unlimited maximum accumulation, except as provided otherwise hereunder. Notwithstanding anything to the contrary elsewhere in this Agreement, probationary employees shall not be eligible to earn sick leave time during their probationary period and may not use paid sick leave until they have completed their probationary period with the Employer. However, upon successfully completing their probationary period, employees will have credited to their sick leave accumulation the sick leave time that they would have earned during their probationary period. Any necessary time off during the probationary period shall be approved by the Director and shall be unpaid.

**Section 2 Use of Sick Leave:**

Sick leave may be utilized during an employee's period of absence from work due to an illness or injury. Up to thirty four (34) hours of sick leave may be used annually for an absence due to illness in the employee's immediate family, which is limited to the employee's spouse and children.

**Section 3 Payoff on Separation:**

Up to half (1/2) of all unused sick leave days will be paid upon retirement or resignation of an employee with eight (8) or more years of continuous full time service, or death of an employee, up to a maximum of six hundred seventy-five (675) hours.

**Section 4 Fitness Certification:**

The Director may require that an employee present medical certification of his/her physical or mental fitness to continue working in the event there is reasonable cause to believe that the employee is having difficulty.

**Section 5 Sick Leave Buyback:**

If an employee uses thirty-four (34) sick hours or less during a calendar year, the Employer will pay fifty percent (50%) of the sick leave earned by and not used by the employee for that year. This does not apply to sick leave already earned and accumulated prior to January 1, 1986. The remaining earned sick leave not paid off or used will be accumulated. The employee has the option, as to whether they want to be paid off sick leave as noted above or whether they want to accumulate same. Employees exercising this option will be paid with the first pay period in December.

**Section 6 Notification of Director:**

Employees must notify the Director or his/her designee at the earliest opportunity when they will be off work because of illness. Employees learning of any personal physical condition which is likely to cause their absence from work shall notify their immediate Supervisor as soon as the condition is known. The Employer may require a doctor's certificate as to the time that it is likely the employee will have to be absent because of the physical condition.

**Section 7 Unpaid Sick Leave:**

After an employee has exhausted earned sick leave, then such sick leave shall be without accumulation or receipt of any fringe benefits, such as but not limited to; vacation and holiday pay.

**Section 8 Scheduling of Appointments:**

Sick leave may be utilized by an employee for his/her appointments with a doctor or dentist to the extent of time required to complete such appointments when it is not possible to arrange those appointments on non-duty hours. Under such circumstances, the

employee shall make a request for sick leave use at least forty-eight (48) hours in advance unless emergency conditions exist.

**Section 9 Abuse of Sick Leave:**

Abuse of sick leave is cause for dismissal. Sick leave time shall be used only in the event of the employee's illness or injury; or doctor and dental appointments. Employees must return to work after such doctor or dental appointments or provide verification from their physician of their inability to return to work. All sick leave used shall be verified by the employee with evidence as the Director may require which could include a doctor's verification when the Employer has reasonable cause to believe that an employee is abusing sick time. Falsification of such evidence shall be cause for disciplinary action, including discharge. Until the required documentation is provided, all absences will be considered lost time and the employee's pay will be reduced accordingly.

**Section 10 Pregnancy:**

Employees who become ill due to their pregnancy shall adhere to and utilize the sick leave provisions as provided hereunder.

**Section 11 Director's Mandation of Sick Leave:**

The Director can mandate sick time and send an employee home if, in his opinion the employee should not be working due to illness, and when an employee's illness poses a risk to the employee, fellow employees, or patients.

**ARTICLE 26 WORKERS' COMPENSATION**

Each employee will be covered by the applicable Worker's Compensation Laws. In addition, the Employer agrees to allow an employee to make up the difference between Workers' Compensation and an employee's applicable net weekly earnings by using accumulated sick leave.

An employee who is off work while covered by Workers' Compensation will have medical insurance and life insurance coverage continued, after all of his/her sick leave and vacation time are exhausted, for up to twelve (12) months to be paid for by the County. Thereafter, the employee may continue his/her medical insurance and/or life insurance for a period determined by the insurance carriers by paying the full cost of the premium. Payments shall be made through the County Clerk's Office.

**ARTICLE 27 FUNERAL LEAVE**

An employee shall be allowed up to three (3) consecutive calendar days as funeral leave days for a death in the immediate family provided he/she attends the funeral.

Immediate family is to be defined as follows: mother, father, step-parent, brother or sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. This time may be extended due to unusual circumstances with approval of the Director or County Administrator.

Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day.

An employee shall be allowed one (1) funeral leave day as funeral leave, for the death of an aunt, uncle, nephew or niece.

An employee excused from work under this Article for funeral leave shall be paid for such scheduled days of work for which he/she is excused providing he/she has accumulated sick leave to cover those days. An employee's days off work for funeral leave shall be deducted from his/her sick leave. If an employee does not have sufficient sick leave to cover the excused time, he/she will not be compensated.

Funeral leave is meant for an employee who needs to be off work because of the death of a member of his/her immediate family (as defined in this Article). Time off will be granted only when it is consistent with this purpose.

## **ARTICLE 28 HOLIDAY PROVISIONS**

### **Section 1 Holidays:**

The paid holidays are designated as a twenty-four (24) hour period commencing at 7:30 a.m. on:

New Year's Day	Employee's Birthday
President's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving
Memorial Day	Day After Thanksgiving
July 4th	Day before Christmas Day
Labor Day	Christmas Day

### **Section 2 Holidays Not Worked:**

Eligible employees not working on the designated holiday times, as defined in Section 1, will be paid eight (8) hours pay at their current rate for holidays. Holiday pay for hours not worked shall not be included in any overtime pay calculation.

**Section 3 Holidays Worked:**

In lieu of the eight (8) hours provided in Section 2, double time will be paid for all hours worked during the times designated as holidays as are defined in this Agreement, but only if the conditions stated in Section 4 are adhered to by the employee. Employees working between 11:00 a.m. and 3:00 p.m. on Good Friday shall receive an additional four (4) hours pay.

**Section 4 Holiday Eligibility:**

Employee eligibility for holiday pay is subject to the following conditions and qualifications:

1. An employee who is scheduled to work on a holiday but fails to report to work and is not excused by the Director or his/her designee shall not be entitled to holiday pay and may be subject to disciplinary action.
2. The employee must not be on a leave of absence, layoff, or disciplinary suspension.
3. In order to receive holiday pay, the employee must work his/her regularly scheduled work day, unless excused by the Director or his/her designee before and after the holiday in order to be eligible for the holiday pay.

**Section 5 Vacation or Personal Day Use on Holiday:**

Requests for vacation or personal days, which fall on a holiday, as defined under Article 28, Section 1, shall not be subject to the mandation process. Employees wishing to take either personal or vacation leave, to cover a holiday, must secure their own coverage for that day. Failure to do so will result in denial of the personal or vacation leave request. This section shall not apply to vacation requests covering a block of three or more consecutive duty days.

**ARTICLE 29 VACATION ELIGIBILITY**

**Section 1 Rates of Accumulation:**

Vacation will be earned on the following schedule:

<b><u>LOS</u></b>	<b><u>RATE OF ACCUMULATION</u></b>
0-6mos	.0231 hours earned/hour worked
6mo-5yr	.0462 hours earned/hour worked
5-10yrs	.0577 hours earned/hour worked

10 yrs

.0770 hours earned/hour worked

All hours paid during the scheduled sleep time period shall be considered hours worked for the purpose of vacation accrual.

**Section 2 Probationary Employees**

Notwithstanding anything to the contrary elsewhere in this Agreement, probationary employees shall not be eligible to earn vacation time during their probationary period and may not use paid vacation until they have completed their probationary period with the Employer. However, upon successfully completing their probationary period, employees will have credited to their vacation accumulation the vacation time that they would have earned during their probationary period. Any necessary time off during the probationary period shall be approved by the Director and shall be unpaid.

**Section 3 Vacation Carry Over:**

No more than one hundred fifty-three (153) hours vacation can be carried over from year to year. Any employee who has over one hundred fifty-three (153) hours vacation at the end of the year will automatically have the hours over one hundred fifty-three (153) hours paid. This will be paid the first pay period of December.

**Section 4 Waiver for Disciplinary Termination:**

Any and all rights to payoff of vacation or sick time is waived if the employee is terminated for disciplinary reasons.

**Section 5 Posting of Available Vacation Shifts:**

Vacation requests shall be submitted on the current on-line schedule software used by the county. Vacation shifts available will be posted and approved on the current on-line schedule software used by the county. During the first four (4) days any full-time employee can sign up for the open shift on a first-come first-serve basis. After the first four (4) days any part-time or full-time employee can sign up for the open shift on a first-come first-serve basis. If the open shift is not covered within three (3) days prior to the date of departure the director will refer to Article 24 for coverage of the open shift.

**ARTICLE 30 VACATION PERIOD**

**Section 1 Scheduling:**

Vacation will be granted at such time during the year as requested by the employee, if it does not interfere with the proper operation of the Department, as determined by the Director. Vacation request should be received by the director at least fourteen (14) days prior to the intended date of absence. Vacation requests will be reviewed and approved on a first come first serve basis. Any vacation request not received by the director with less than fourteen (14) days notice may be approved pending adequate staffing.



**Section 2 No Waiver of Vacation:**

A vacation may not be waived by an employee and extra pay received for work during the period.

**Section 3 Sickness During Scheduled Vacation:**

If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. The Employer may require medical verification.

**Section 4 Monthly Posting:**

Vacation time will be posted on a monthly basis.

**ARTICLE 31 VACATION PAY**

**Section 1 Payment on Layoff or Voluntary Separation:**

If an employee is laid off or retired, or severs his/her employment, he/she will receive any earned unused vacation credit including that accrued in the current calendar year.

**Section 2 Rate During Vacation:**

Vacation shall be paid at an employee's regular rate of pay. An employee while on paid vacation will receive all benefits provided for in this Agreement. . Vacation leave taken in at least full day increments (17 hours) shall be counted as hours worked for vacation accrual purposes.

**Section 3 Advance Payment:**

An employee may receive his/her vacation pay on the pay day immediately in advance of his/her vacation period provided the employee serves written notice of such a request on the Director at least three (3) weeks in advance of his/her vacation period.

**ARTICLE 32 PERSONAL LEAVE**

Each full-time non-probationary employee shall be entitled to use thirty-four (34) hours personal leave per year to be taken from his/her accrued sick leave. Personal leave does not accumulate if not used. Personal leave may be taken the same as vacation is permitted as stated under Article 30.

**ARTICLE 33 HOSPITALIZATION MEDICAL COVERAGE**

**Section 1: Health Insurance:**

The County will provide health insurance coverage for all full-time employees, employees regularly working over thirty (30) hours per week, and their dependents. The Employer agrees not to reduce or create positions solely to eliminate paying benefits. The insurance coverage will be a basic insurance plan consisting of the Blue Care Network Healthy Blue Living 5 Plan as described in the Mecosta County Plan Document, or its equivalent. Employees going to the HBL 5 in 2013 shall be allowed to take up to one and one half (1 ½) hours of uncharged leave for their initial health maintenance examination.

**Section 2: Basic Plan:**

The basic insurance program shall include a \$10.00 generic/\$40.00 Brand name prescription drug rider with the Blue Care Network Two Tier Closed Formulary Plan with contraceptive coverage.

**Section 3: Premiums:**

The employee premium cost share shall be 10% for each classification (single/two party/family) so long as the resulting Employer premium cost share for each classification does not exceed the PA 152 caps. If the premium increases to more than 110% of the cap for any classification the employee premium cost share shall be the amount over the cap.

**Section 4 Dental and Vision Coverage:**

The County agrees to provide dental coverage and vision care coverage for all full-time employees and their dependents.

**Section 5 Insurance Carriers:**

The Employer retains the right to change insurance carriers or go to self-insurance, provided comparable insurance is provided.

**Section 6 Waiver:**

Bargaining unit members who are personally covered under another health insurance program, i.e., through spouse's or parents' employer, and therefore not electing health insurance coverage may receive \$2,708 annually, if waiving health insurance and \$3,000 annually if waiving health, dental and vision insurance. The waiver amount may be applied to an IRA in the employee's name or be paid as additional compensation. An employee electing this option bears the risk of being denied coverage later for pre-existing conditions and shall only be eligible to enroll as determined by the insurance carrier according to the Health Insurance Portability and Protection Act (HIPPA). If an employee chooses, they may waive Dental and/or Vision Coverage and apply the premium amount to the employee's share of the premium for Hospitalization Insurance. If the waived coverage exceeds the employee's share of the premium for Hospitalization Insurance, no refund will be made to the employee. Employees waiving Dental and/or Vision Coverage will only be allowed to re-enroll for these coverages during the annual open enrollment period. Employees may only elect to waive during the annual open enrollment period.

**Section 7 Retiree Health Care:**

Employees who retire from County service, at their own expense, may continue health insurances and dental insurance, for themselves and their spouse at the time of retirement, by paying the premiums. Coverage and premiums for retirees, prior to eligibility for Medicare, will be the same as that of active employees. An employee's surviving spouse covered under the County's Retiree Health Insurance, may at their own expense, continue group health, dental, and vision insurance by paying the premiums. The above is contingent upon the insurance carriers permitting retired employees being allowed to pay for same.

**Section 8: Health Care Savings Program**

Health Care Savings Program: The County agrees to participate in the MERS Health Care Savings Program contingent upon all EMS employees agreeing to participate. The County will contribute five dollars (\$5) per month to the program for each eligible employee. Additional Employee contributions will be in accordance with MERS Program Requirements.

**Section 9: Other Insurance Options:**

The Union may request another Health Care Plan, if agreed to the members shall pay 100% of the premium cost over the employer share of the HBL 5 Plan. If the County offers another healthcare plan, to any unit, Teamsters members shall be allowed to voluntarily enroll in that plan. This does not apply to any Public Act 312 award of another plan.

**ARTICLE 34 LIFE INSURANCE COVERAGE**

Life insurance coverage will be \$20,000.00 and accidental death and dismemberment insurance will be \$40,000.00 per employee (\$20,000.00 life plus \$20,000.00 accidental death and dismemberment).

**ARTICLE 35 PENSIONS**

**Section 1 Defined Benefit:**

At the Employer's cost, employees hired prior to October 19, 2000, shall be covered under the Michigan Municipal Retirement System (MERS) with the following benefit levels:

- B-4 (multiplier)
- V-8 (eight year vesting)
- E-2 (cost of living)

**The Employee contribution shall be 3.39%**

**Section 2 Defined Contribution:**

Employees hired on or after October 19, 2000 shall be covered under the Michigan Municipal Retirement System (MERS) Defined Contribution Plan (D/C) When an employee is hired the employee will have two options to choose from. The employee's option choice is final and irrevocable.

Option 1: The employer contributes six percent (6%) of the employee's salary to the retirement plan and the employee contributes zero percent (0%).

Option 2: The employer contributes nine percent (9%) of the employee's salary to the retirement plan and the employee contributes three percent (3%) of salary to the plan.

Vesting of the D/C plan will be in accordance with the following schedule:

Completed Years of Service	Percent vested
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years	100%

**ARTICLE 36 FOOD ALLOWANCE/LIVING QUARTERS**

**Section 1 Living Quarters:**

The Employer agrees to provide adequate cooking and living facilities at all its full time stations.

**Section 2 Food Allowance:**

Each employee will receive a meals stipend of \$40.00 per month paid on the first payroll of each month

**ARTICLE 37 UNEMPLOYMENT INSURANCE**

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

### **ARTICLE 38 SUB-CONTRACTING**

Notwithstanding any other contrary provision in this contract, the Board of Commissioners reserves the right to sub-contract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Board, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. The only limitation is that the Employer cannot close only one (1) station (Altona, Big Rapids, or M-66) and then subcontract out the work of only the closed station. However, nothing shall preclude the Employer from closing only one (1) station as long as it does not subcontract out the closed station's work. Prior to subcontracting bargaining unit work, the Board shall provide sixty (60) calendar days notice to the Union if employees are to be laid off. Upon request, the Board or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the above sixty (60) day period. However, the decision to subcontract is not grievable and shall be within the Board's sole discretion. In the event that the employee(s) scheduled to be laid off due to subcontracting does not find other employment by the third week after being laid off, then under such circumstances, the Board shall provide two (2) weeks severance pay to that employee(s).

### **ARTICLE 39 WORK PERFORMED BY SUPERVISORS**

Supervisors may perform bargaining work at any time.

### **ARTICLE 40 TRAINING AND LICENSURE**

#### **Section 1 Paramedic License Required:**

All employees who work full-time for Employer must maintain their license at the level of a paramedic. Any full-time employee who starts employment at a lower level will be required to obtain a Paramedic License within eighteen (18) months of date of hire to full time as a condition of employment and be enrolled in a training program to achieve Paramedic licensure. This will be done solely at the expense of the employee.

All full-time employees must be approved by medical control and maintain medical control approval.

Failure to meet any of the above will result in immediate termination without recourse through the grievance procedure or against the Employer or Union.

**Section 2 Third Riders:**

"Third riders" shall be limited to: New EMT employees, trainees from EMT classes, a certified or licensed EMT for continuing education purposes and persons authorized by the Director of the Emergency Medical Service.

**Section 3 Failure to Maintain/Loss/Suspension of Certification:**

Notwithstanding any other provision contained in this Contract to the contrary, it is expressly understood and agreed to between the parties that in the event that any employees covered under this Collective Bargaining contract loses or has revoked any required license or certification, they will automatically lose their employment. Any employee who is suspended from practice by a state or local official shall be suspended without pay and benefits until reinstated by that official. An employee may use accrued vacation time during the suspension.

**Section 4 Continuing Education:**

Continuing Education is defined as any training that is required under state law to maintain current license or Additional Educational Requirements as set forth by the Medical Control Board to maintain paramedic status within Mecosta County. The Employer shall allot \$1,000 per employee annually to be used in that FY by the employee for tuition, fees, materials, travel, lodging, and meals in the maintenance of license. Additional funding may be granted by the director for specific conferences and or continuing education courses. Requests for additional funding shall be in writing and submitted for approval at least 30 days in advance. The employer will only reimburse the cost of training attended with prior approval of the Director.

An employee who fails, in the course of their license, to continue to seek annual courses and attend regularly available continuing education courses will not be granted special considerations to obtain continuing education credits.

**Section 5 Drivers License Required:**

All employees of Employer are required to possess and maintain a valid State of Michigan drivers license. Suspension, revocation of same shall result in termination. It is the employee's responsibility to maintain including fees a valid drivers license.

**ARTICLE 41 DISTRIBUTION OF AGREEMENT**

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy to all new employees.

#### **ARTICLE 42 SEPARABILITY**

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

#### **ARTICLE 43 HEADINGS**

The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

#### **ARTICLE 44 GENDER CLAUSE**

Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa.

#### **ARTICLE 45 COURT DUTY**

An employee who is subpoenaed to appear in Court, or give a deposition, on behalf of the Employer while off duty shall be paid a minimum of two (2) hours at one and one half (1 1/2) times the employee's regular hourly rate.

#### **ARTICLE 46 BULLETIN BOARD**

The Employer will provide a bulletin board at each station, which may be used by the Union for posting notices pertaining to Union business. No political or derogatory materials are allowed to be posted. The union is responsible for all material posted on the bulletin board.

#### **ARTICLE 47 VEHICLE EQUIPMENT**

The Employer agrees to install in each new emergency vehicle an AM/FM radio with speakers in the driver's compartment. The radio shall not be turned on during radio transmissions and will be used with discretion regarding the patients' well being.

**ARTICLE 48 TERMINATION AND MODIFICATION**

This Agreement shall become effective upon execution by the parties and shall continue in full force and effect until 11:59 p.m., December 31, 2015.

MECOSTA COUNTY BOARD OF  
COMMISSIONERS

DATE: \_\_\_\_\_

\_\_\_\_\_  
Chairperson

TEAMSTERS LOCAL 214

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_



**APPENDIX A WAGE SCHEDULE**

2013 Upon Ratification	START	6 Month	1 Year	3 Year	5 Year	10 Year	15 Year
Basic EMT	\$11.21	\$11.60	\$11.97	\$12.27	\$12.67	\$12.73	
Specialist	\$11.28	\$11.70	\$12.05	\$12.36	\$12.74	\$12.90	
Paramedic	\$11.56	\$12.01	\$12.39	\$12.72	\$13.10	\$13.27	\$13.57
Station Coord.	\$12.84	\$13.33	\$13.76	\$14.11	\$14.54	\$14.74	\$15.07

January 1, 2014	START	6 Month	1 Year	3 Year	5 Year	10 Year	15 Year
Basic EMT	\$11.21	\$11.60	\$11.97	\$12.27	\$12.67	\$12.73	
Specialist	\$11.28	\$11.70	\$12.05	\$12.36	\$12.74	\$12.90	
Paramedic	\$11.56	\$12.01	\$12.39	\$12.72	\$13.10	\$13.27	\$13.57
Station Coord.	\$12.84	\$13.33	\$13.76	\$14.11	\$14.54	\$14.74	\$15.07

January 1, 2015	START	6 Month	1 Year	3 Year	5 Year	10 Year	15 Year
Basic EMT	\$11.21	\$11.60	\$11.97	\$12.27	\$12.67	\$12.73	
Specialist	\$11.28	\$11.70	\$12.05	\$12.36	\$12.74	\$12.90	
Paramedic	\$11.56	\$12.01	\$12.39	\$12.72	\$13.10	\$13.27	\$13.57
Station Coord.	\$12.84	\$13.33	\$13.76	\$14.11	\$14.54	\$14.74	\$15.07

An additional stipend of eighty dollars (\$80.00) per month to be paid with forty dollars (\$40.00) on the first and second payroll of each month for those employees with Critical Care Paramedic certifications designated by the Director for Critical Care Paramedic assignments. The Director shall determine within the Director's discretion the number of employees and which employees will be designated for these assignments.

**Wage Scale Reopener:**

Either party may request a reopening of negotiations for wages only for 2014 or 2015. Such a reopening must be requested not before September 1<sup>st</sup>, nor later than October 1<sup>st</sup> of the year prior. By September 1<sup>st</sup> of 2013 and 2014 the employer agrees, upon receipt of a written request from the Union, to provide to the Union the latest revenue and expense projections for the current year.

**APPENDIX B DUES AUTHORIZATION FORM**

To: \_\_\_\_\_  
**EMPLOYER**

I hereby request and authorize you to deduct from my earnings, one of the following:

An amount established by the Union as monthly dues.

or

A service fee of \$\_\_\_\_\_.

The amount deducted shall be paid to Teamsters Local 214.

By: **PLEASE PRINT:**

\_\_\_\_\_  
First Name                      Last Name                      Initial

\_\_\_\_\_  
Street Number                      Street Name

\_\_\_\_\_  
City    Zip Code

\_\_\_\_\_  
Area Code                                      Telephone Number

\_\_\_\_\_  
Signature    Date

## **APPENDIX C UNIFORMS AND UNIFORM ALLOWANCE**

**Section 1.** The County agrees to furnish the following list of items as a complete uniform.

- 3 pants
- 3 short sleeve shirts
- 3 long sleeve shirts
- 1 jacket with liner all season
- 2 name tags
- 1 pair of black shoes or boots
- 1 belt
- 1 photo I.D. card

Styles, manufacturers, and vendors will be approved by the Director. No purchase or replacement will be made without the approval of the Director. The Director can replace any and all parts of an employee's uniform at his/her discretion. Requested styles or manufacturers other than the approved vendors require approval from the Director and only the equivalent amount of money will be authorized (the employee is responsible for the difference).

**Section 2.** The Employer will clean uniforms that are soiled in daily performance of the job as well as replace any uniform part that cannot be decontaminated as defined in the exposure control plan. Any uniform that is soiled with blood, body fluids, or OPIM's will be changed ASAP and handled according to the exposure control plan. Failure to follow this Section will result in immediate termination.

**Section 3.** Uniforms are to be worn by employees while engaged in EMS sponsored activities and while on duty as defined by Policy. All uniform accessories will be worn as outlined by the uniform policy.

**Section 4.** All uniforms and equipment will be returned to the Employer upon separation prior to the issuance of final pay check and any benefit pay outs. Failure to return or malicious destruction of uniforms and or equipment will be replaced by deductions from the final check and/or benefit pay out.

**LETTER OF UNDERSTANDING  
RE:  
EXCHANGING SHIFTS**

This Letter of Understanding is entered into this 5<sup>th</sup> day of January 2004, between the MECOSTA COUNTY BOARD OF COMMISSIONERS and the TEAMSTERS LOCAL 214 FOR THE AMBULANCE DEPARTMENT.

In the event the Federal laws are amended to permit the Employer to allow employees to exchange shifts beyond the seven (7) day workweek without increasing overtime, Article 23, Section 2, will be revised to permit these shift exchanges.

MECOSTA COUNTY BOARD OF  
COMMISSIONERS

DATE: \_\_\_\_\_

\_\_\_\_\_  
Chairperson

TEAMSTERS LOCAL 214

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

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MECOSTA COUNTY BOARD OF  
COMMISSIONERS

DATE: 2/21/2013

Eric Onda  
Chairperson

TEAMSTERS LOCAL 214

DATE: \_\_\_\_\_

BY: Robert P. Vignone, Business Rep.

DATE: 02/21/2013

BY: [Signature]

DATE: 02/21/2013

BY: C. Kitzler

**ARTICLE 48 TERMINATION AND MODIFICATION**

This Agreement shall become effective upon execution by the parties and shall continue in full force and effect until 11:59 p.m., December 31, 2015.

MECOSTA COUNTY BOARD OF  
COMMISSIONERS

DATE: 2/21/2013

Eric Olson  
Chairperson

TEAMSTERS LOCAL 214

DATE: \_\_\_\_\_

BY: Robert P. Wagner, Business Rep.

DATE: 02/21/2013

BY: [Signature]

DATE: 2/21/13

BY: C Kelly