

## **CARROLL CO./PROF. PARAMEDICS ASSN.**

### **AGREEMENT**

THIS AGREEMENT entered into this 1<sup>st</sup> day of July, 2009, by and between CARROLL COUNTY, IOWA hereinafter referred to as the "Employer", and CARROLL COUNTY PROFESSIONAL PARAMEDICS ASSOCIATION, IAFF Local 4161, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

### **ARTICLE 1 UNION CERTIFICATION**

1.1 In Case No. 6411, the Union was certified by the Iowa Public Employment Relations Board on January 15, 2002, as the agent for certain employees of the Employer:

**INCLUDED:** All regular full-time and all regular part-time\* employees of the Carroll County Ambulance Service.

**EXCLUDED:** All professional employees; all irregular part-time, temporary, fill-in, substitute, and seasonal personnel; all independent contractors and subcontractors; all volunteer personnel; all supervisors, to include the positions of Director and Assistant Director; all confidential employees, guards, and security personnel; and all other positions excluded by the Public Employment Relations Act.

\*Regular part-time employees are those employees who have worked an average of ten (10) shifts per month for the previous twelve (12) month period.

### **ARTICLE 2 DEFINITIONS**

2.1 A regular employee is a full-time or regular part-time employee who has completed his/her probationary period.

### **ARTICLE 3 DUES CHECKOFF**

3.1 Upon receipt of a written authorization from an employee which may be revoked with 30 day notice, the Employer agrees to deduct once each month, dues from the pay of employees. The Union agrees to indemnify and hold the Employer harmless against any and all claims associated with dues deductions.

### **ARTICLE 4 WORKWEEK**

4.1 The Employer expects to substantially continue the scheduling of work to be performed by employees, as follows:

- (a) The normal workweek schedule will consist of forty-four (44) hours' duty with 28 hours' on call or up to 24 hours' duty time with up to forty-eight (48) hours' on call.
- (b) During duty hours, unless responding to an emergency call or otherwise authorized by the Director, the employee shall be physically located at the Ambulance facility.
- (c) During scheduled on-call hours, the employee may be physically located away from the Ambulance facility, but within a ten (10) minute response time from the Ambulance facility.
- (d) All hours worked by an employee as a result of responding to a call during scheduled on-call hours shall be compensated as overtime pursuant to paragraph 4.5.

4.2 No employee covered by this Agreement shall exchange tours of duty or days off with another employee without the express prior written approval of the Director or his/her designee.

4.3 It is understood and agreed that the determination of the daily, weekly or monthly work schedules may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right in its determination of the daily and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the Employer; provided, however, that employees will be given reasonable notice of any change.

4.4 All overtime work must be authorized by and have the prior approval of the Director.

4.5 (a) Employees covered by this Agreement who are subject to the Fair Labor Standards Act shall receive overtime compensation at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours actually worked in excess of a work period of forty (40) hours per week. Paid, but not worked hours do not count for the purpose of computing overtime.

(b) Employees may request to receive compensation for overtime hours in the form of compensatory time at the rate of one and one-half hours for each hour of overtime worked. Whether overtime will be compensated in the form of compensatory time is at the sole discretion of the Director. Compensatory time, if granted, must be used by June 30th of the contract year in which it was earned. Any compensatory time not used by June 30th will be paid to the employee at the rate it was earned. Carryover of compensatory time may be approved by the Director. Upon termination of employment, employees will be paid for any unused compensatory time at the rate it was earned.

(c) Overtime hours (exceeding 40 hours in the work week) will be compensated in the following manner: If an employee is on duty for more than 40 hours in the workweek, he/she will be compensated at one and one-half (1 1/2) times the employee's duty time rate for all hours worked over 40.

If an employee is on call for more than the employee's scheduled on call hours, he/she will be compensated at one and one-half (1 1/2) time the employee's 2nd duty call hourly rate of pay for all hours on call over the employee's scheduled on call hours. If the employee is called to duty, he/she will receive time and one half at the duty time rate of pay.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or group of employees regarding a violation, interpretation or application of this Agreement shall be adjusted in accordance with the following procedure.

Step 1. Within ten (10) calendar days after an occurrence, the employee or Union shall present the grievance in written to the Ambulance Service Director. Such grievance shall specify the Section(s) of the Agreement alleged to have been violated. The Ambulance Service Director shall respond in writing within ten (10) calendar days.

Step 2. If not resolved in Step 1, the grievance may be submitted to the Board of Supervisors within ten (10) calendar days of the Director's response. The Board of Supervisors shall respond in writing within ten (10) calendar days.

Step 3. If not resolved in Step 2 or if no decision has been made, the grievance may be submitted to arbitration within fifteen (15) calendar days after receipt of the decision in Step 2, by providing the Ambulance Service Director a written notice. The Union will request that the Public Employment Relations Board provide a list of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator by the parties alternately striking names from the list. A coin toss shall indicate which party strikes first.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at any step is not timely answered by the Employer, it may automatically be referred to the next step.

The fees and expenses of the arbitrator will be shared equally by the parties. Each parties shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on all parties.

If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same exact claim or set of facts through the grievance procedure.

The parties may mutually agree to meet to discuss a grievance in an attempt to resolve the grievance prior to arbitration. The parties may also mutually agree to extend any time limits.

## **ARTICLE 6 SENIORITY**

6.1 To the extent recognized by this Agreement, seniority will be administered by job classification, but shall, for all such purposes, be subordinate to rank. The job classifications are EMT-B, EMT-I, IOWA PARAMEDIC, PARAMEDIC SPECIALIST.

6.2 In the event that the Employer determines that employees will be laid off or transferred, the Employer will determine which job classifications will be affected, and which employees in such affected job classifications should be retained in order to have the best staff available, and will consider maintenance of operational efficiency, skill, training, qualifications, and ability to perform. Unless all bargaining unit employees have been formally evaluated in the year previous to a reduction in force, the Employer agrees that no such evaluation shall be used in determining which employees shall be retained. When these considerations are equal between or among employees affected in a job classification of equal rank, seniority in that job classification will govern. Employees in full-time job classifications who are laid off shall be offered part-time status in that job classification. Ordinarily, laid off employees in part-time status shall be given first choice for available part-time work.

6.3 Those employees to be laid off will be given fifteen (15) days' advance written notice. Laid off employees shall advise the Employer of their current addresses and telephone numbers during layoff. If the Employer recalls employees, such employees shall be recalled in reverse order of layoff. The employee must respond to such notice within two (2) days after receipt thereof and actually report to work in fifteen (15) calendar days after receipt of the notice, unless otherwise mutually agreed to.

6.4 The seniority records for employees shall be maintained by the Employer and shall be available to the Union upon reasonable request. Any protest as to the correctness of the list must be made in writing to the Employer within ten (10) days.

6.5 An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- a. Employee quits;
- b. Employee is discharged;
- c. Two (2) days per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that the employee was physically unable to give notice;
- d. Failure to report to work at the end of a leave of absence;
- e. Failure to report to work within fifteen (15) calendar days after being notified to return to work following layoff;
- f. Seniority rights will be forfeited after the continuous period of layoff if absence from work exceeds twelve (12) months or the employee's length of service, whichever is less; and

- g. Employee retires.

## **ARTICLE 7 HOLIDAYS**

7.1 Regular full-time employees who have completed their probationary period and are on the active payroll shall be entitled to observe the holidays set forth in paragraph 7.3 on the following basis:

- (a) The eligible employee who works the first duty shift required on any of the nine (9) recognized holidays (excluding personal days) listed in Section 14.3 will be eligible for twelve (12) hours at the rate of one and one-half (1 1/2) time the employee's regular hourly rate (72 hours).
- (b) The eligible employee who is on 2nd call on any of the nine (9) recognized holidays (excluding personal days) listed in Section 7.3 will be eligible for twelve (12) hours at the rate of one and one-half (1 1/2) times the on call rate.

7.2 Regular full-time employees who have completed their probationary period and who are on the active payroll shall be granted 264 hours of holiday on July 1 of each contract year to be taken at a time mutually agreed upon by the Employer and employee. Holiday hours must be taken in twenty-four (24) hour blocks and will act to exempt the employee from duty hours and scheduled call hours for the entire twenty-four (24) hour period. Holiday time off, earned after July 1, 2004 must be taken within the fiscal year in which it is earned or it will be forfeited. There is no cash payout of holidays upon termination.

7.3 The following holidays make up the days observed for purposes of this Article:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Friday after Thanksgiving
9. Christmas Day an
10. Two (2) days of personal leave.

## **ARTICLE 8 VACATIONS**

8.1 Regular full-time employees covered by this Agreement shall be entitled to vacation on the following basis:

<u>Years of Continuous Service</u>	<u>Amount of Vacation</u>
After completion of 1 year	72 hours (1 week)
After completion of 2nd year	144 hours (2 weeks)
After completion of 9th year	216 hours (3 weeks)

After completion of 15th year

288 hours (4 weeks)

Twenty-four (24) hours' vacation may be carried forward to the next year. The Director will have control of the scheduling of all vacations.

A terminated employee shall receive pay for all accrued vacation due after one (1) year of employment. There will be no vacation or sick leave accrual during leave without pay.

Vacation must be taken in six (6) hour increments, which shall consist of five (5) duty hours and one (1) hour scheduled call time for purposes of determining vacation pay.

Approval of the Director and the Employer is required for requests of more than ten (10) consecutive days of vacation.

## **ARTICLE 9 SICK LEAVE**

9.1 Full-time employees will earn sick leave at the rate of one and one-half (1.5) days per month with a maximum accumulation of one thousand seven hundred twenty eight (1728) hours (24 weeks of salary replacement x 72 hours). For absences of two (2) or more continuous days, a doctor's signature may be required. The employee will pay for the doctor's statement verifying illness or injury. Sick leave may not be used as vacation. Sick leave will not accrue while on extended sick leave of more than seven (7) consecutive working days.

If it is necessary to be absent for any reason, the employee should notify the Director as far in advance as possible. In case of unexpected absence due to illness, the Director should be notified not less than sixty (60) minutes before the designated starting time.

The employer will allow the use of sick leave to take care of an employee's immediate family (mother, father, spouse, children, sister or brother, including step or half) for medical reasons. The use of sick leave shall not exceed five (5) days per calendar year.

An employee may use sick leave for medical, dental, and optical examinations or treatment when said examinations cannot be made on off-duty time.

When an employee requests vacation time for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to sick leave upon the employee producing a written certificate from a practicing, licensed physician, osteopath, chiropractor, or a dentist stating the duration of the illness and the time period that the employee would not have been able to work. The Director will then determine the number of days to be credited to the employee's accrued vacation time, according to the physician's statement.

**PROVISIONS:** Payment of accrued sick leave benefits will begin on the first day of absence, computed at the employee's regular pay. Paid sick leave is a benefit and is never to be considered as time off with pay or vacation. Sick leave shall not be taken in advance of accrual. Sick leave will not be considered work hours for the purpose of computing overtime pay.

**VERIFICATION:** For absences of two (2) or more continuous days, the Director may require a written statement from a licensed practicing physician, osteopath, chiropractor, or dentist stating the reason for taking sick leave. When sick leave is requested for more than ten (10) continuous days, a written statement from the employee's physician concerning the employee's expected date of return to work shall be sent to the Director. Any physician's statement which does not specify a date that an employee is medically able to return to work must be updated after every ten (10) continuous working days until a specific date of return to work is determined.

**LIMITATIONS:** If an absence due to illness or injury extends beyond the sick leave accrued by the employee, such additional time may be charged to vacation leave. If all sick leave and vacation leave has been utilized, the employee may be granted leave without pay.

All sick leave shall expire on the date of separation from the County and no employee shall be reimbursed for sick leave outstanding at the time of such separation unless eligible for medical insurance conversion.

Employees with a minimum of fifteen (15) years' continuous service, upon retirement, may convert unused sick leave into paid single policy health insurance premiums at the conversion rate of 144 hours of unused sick leave per one (1) month of paid single policy health insurance.

Employer reserves the right to require performance of light duty, consistent with medical restrictions, during any period of sick leave.

## **ARTICLE 10 FUNERAL LEAVE**

10.1 Each regular full-time employee shall be eligible for a paid leave of absence up to five (5) days for a death in the employee's immediate family. (Immediate family shall be defined as parents, spouse, child, brother, sister, mother-in-law and father-in-law of the employee.) Only days absent which would have been compensable workdays will be paid.

10.2 No payment will be made during vacations, holidays, layoffs, or other leaves of absence. Payment shall be made on the basis of the employee's normal workdays' pay. The employee must attend the funeral in order to qualify for funeral leave.

10.3 Two (2) days' paid leave will be granted for the funeral for death of the employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

10.4 One (1) day per calendar year in the event of the death of another relative or person of close personal relationship.

10.5 One-half day paid funeral leave to serve as a pallbearer for a co-worker. Allow one (1) day paid funeral leave to serve as a pallbearer for a co-worker if the funeral is over 60 miles from Carroll. On-duty personnel will be allowed to attend the funeral if held in Carroll. The Employer reserves total discretion to deny requests under this paragraph 10.5 to maintain appropriate staffing levels.

**ARTICLE 11  
MILITARY LEAVE**

11.1 Any employee, when ordered by proper authority to active state or federal military service, is entitled to leave a absence from government employment for the period of active state or federal military service, without loss of status and without loss of pay during the first thirty (30) days of such leave of absence.

**ARTICLE 12  
COURT LEAVE**

12.1 Any full-time employee who is selected for jury duty or is called as a witness by the Employer in matters arising out of County employment shall be paid or receive compensatory time for the time spent on such duty. Compensation received by the employee from the court will be turned over to the County with the exception of meal or travel expenses incurred by the employee. If an employee is summoned as a party or witness by another party or in a proceeding not arising from County employment, the employee shall not be entitled to a leave with pay or compensatory time, but may use vacation or holiday time to offset the lost time.

**ARTICLE 13  
LEAVES OF ABSENCE**

13.1 Eligibility for unpaid leaves provided by the Employer shall be limited to a regular full-time employee who has completed his/her probationary period. As presently applicable to such eligible employees, the leave of absence provisions set forth in the Employer's Personnel Policies will continue in effect for the term of this Agreement. All leaves shall be without any pay from the Employer unless otherwise expressly specified. An eligible employee granted a leave shall not be eligible for any fringe benefits, including holiday pay, or accrue retirement, vacation, sick leave or seniority during the period of such leave. Premiums for insurance normally paid by the Employer will be paid by the employee during the period of such leave, if the employee elects to continue coverage. Any employee engaged in work for pay from another employer while on such leave, or who fails to report to active employment at the expiration of a leave, will have his/her employment with the Employer terminated immediately and automatically. If an employee is on an unpaid leave of absence that qualifies under the Family and Medical Leave Act, the County's share of the health insurance premium will continue to be paid by the County.

**ARTICLE 14  
INSURANCE**

14.1 All full-time employees are eligible to apply for the County provided health insurance plan. Coverage will be effective the first day of the first full month of employment.

14.2 Regular full-time employees may select either the Protector 500 plan or the Protector 1000 plan. The employee's contribution is 15% of the estimated suggested premium rate established by the insurance carrier.

14.3 Life Insurance. All full-time employees will be eligible for \$10,000 of term life insurance at no cost to the employee.

14.4 The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

## **ARTICLE 15 UNIFORMS**

15.1 The Employer, at its sole discretion, will establish the uniform to be worn by employees.

15.2 The Employer retains discretion to direct the employees to replace uniform items at any time.

15.3 Employees may request approval from the Employer to replace uniform items at any time.

15.4 Employees will receive up to \$100.00 per employee per year for approved replacement items.

## **ARTICLE 16 PERSONAL PROPERTY**

16.1 For loss of personal property in the line of duty, the Employer will pay up to \$200 with the following conditions:

- (a) Proof of inability to collect from any other source.
- (b) Excludes jewelry (other than watches).
- (c) The employee will not be reimbursed if the loss was purposely the fault of the employee.
- (d) The employee will notify the Director as soon as possible (not to exceed forty-eight (48) hours) of a loss of personal property in the line of duty.

## **ARTICLE 17 TRAINING**

17.1 All employees must maintain their level of certification to continue employment.

17.2 The Employer expects to substantially continue its present practice of scheduling training classes at no cost to employees.

17.3 The Employer, in its sole discretion, may select employees for attendance at major EMS conference.

17.4 For all training classes or meetings for which the Employer requires the attendance of any employee during the employee's scheduled on-call hours or off-duty time, the employee shall receive compensatory time at the rate of one and one-half (1.5) times the hours spent at such class or meeting.

**ARTICLE 18  
MEAL REIMBURSEMENT**

18.1 Meal times will be as follows: Breakfast 06:00-07:00; Dinner 12:00-13:00; Supper 18:00-19:00. If the crew on duty is out of Carroll County over these hours, their meals will be reimbursed as follows: Breakfast \$6.00 each; Dinner \$8.00 each, and Supper \$10.00 each. In addition, if an ambulance call has the crew out of Carroll County during the hours of 24:00, or later, they shall have their meal reimbursed at \$5.00 each.

**ARTICLE 19  
STEWARD**

19.1 The Employer recognizes the bargaining unit's right to have a Steward and two (2) can be elected by the employees from among the workers in the unit.

**ARTICLE 20  
HEALTH AND SAFETY**

20.1 The Employer agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the Employer In maintaining Ambulance Service rules and regulations as to health and safety.

20.2 All employees shall at all times possess the health qualifications required by the Employer, including, but not limited to, the qualifications set forth in the Rules and Regulations of Carroll County.

**ARTICLE 21  
AMENDMENT**

21.1 This Agreement may be amended, in writing, upon mutual agreement of the parties herein and as permitted by law.

**ARTICLE 22  
SAVINGS CLAUSE**

22.1 If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid, but all other provisions of this Agreement shall remain in full force and effect. In such an event, the parties shall meet to negotiate a replacement provision.

**ARTICLE 23  
WAGE RATES**

23.1 The following wage rates shall be in effect beginning July 1, 2009:

Full-Time Regular Paramedic	\$14.45 per hour duty time
	\$3.50 per hour scheduled on call time
	\$5.00 per hour unscheduled on call time

The following wage rates shall be in effect beginning July 1, 2010:

Full-Time Regular Paramedic	\$14.93 per hour duty time
	\$3.50 per hour scheduled on call time
	\$5.00 per hour unscheduled on call time

23.2 A minimum of one (1) hour overtime pay or compensatory time off will be earned whenever personnel on first or second call time are called for duty time.

23.3 Newly hired employees will be paid as follows:

New Hire	90% of top wage
After 6 months	95% of top wage
After 12 months	100% of top wage

Time employed as a regular part-time employee will count as time employed under the progression.

23.4 Effective July 1, 1999, employees shall receive longevity according to the following schedule:

<u>Years of Service</u>	<u>Cents per Hour</u>
After 5 years	\$0.05
After 10 years	\$0.10
After 15 years	\$0.15
After 20 years	\$0.20

**ARTICLE 24  
DURATION**

24.1 This Agreement shall become effective July 1, 2009, and thereafter shall remain in full force and effect until June 30, 2011.

IN WITNESS WHEREOF, the parties has caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2009.

CARROLL COUNTY

CARROLL COUNTY PARAMEDICS

By \_\_\_\_\_

By \_\_\_\_\_  
Union Representative

By \_\_\_\_\_

By \_\_\_\_\_  
Committee Member

*Prepared by Von Bokern Associates, Inc. 5/09*