

AGREEMENT BETWEEN
DELAWARE COUNTY EMERGENCY MEDICAL SERVICES
AND
INTERNATIONAL ASSOCIATION OF EMTs
AND PARAMEDICS, LOCAL R7-11, NAGE-SEIU

EFFECTIVE JANUARY 1, 2006 THROUGH DECEMBER 31, 2008.

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ARTICLE 1 - PREAMBLE

This Agreement is entered into this ___ day of _____, 2007, between the Delaware County Board of Commissioners (referred to as "Employer" or "County"), and the International Association of EMTs and Paramedics, Local R7-11, NAGE-SEIU, ("IAEP" or "Union"), to establish the wages, hours, terms, and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subjects. The responsibility of the Commissioners with regard to this Agreement is limited to their authority as established by the laws of Ohio.

ARTICLE 2 - RECOGNITION

Section 2.1 - Representatives.

The County hereby recognizes the Union as the sole and exclusive representative for all employees included within the bargaining unit described in Section 2.2 of this Article on matters related to wages, hours, and other terms and conditions of employment, and the continuation, modification, or deletion of an existing provision in this Agreement, and the resolution of grievances arising under this Agreement.

Section 2.2 - Bargaining Unit.

The bargaining unit shall be all full-time advanced EMTs, paramedics and lieutenants. The bargaining unit shall not include supervisors, managers, professional employees, confidential employees, and others excluded by Ohio Revised Code Chapter 4117.

Section 2.3 - New Classifications.

In the event that a new classification is created and the parties disagree as to whether such position should be included or excluded from the bargaining unit, the dispute shall be submitted to the State Employment Relations Board.

Section 2.4 - Meetings.

The Employer agrees to allow the Union to conduct meetings on the Employer's premises upon reasonable notice when such premises are available. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings. Employees on duty shall be permitted to attend if approved by the EMS Chief.

Section 2.5 - Temporary Transfer.

If an employee is temporarily transferred or re-assigned (for less than six (6) months) to a position outside of the bargaining unit, the employee shall remain a member of the bargaining unit. However, the County may modify the temporarily transferred or re-assigned employee's terms and conditions of employment during the period of the transfer or re-assignment consistent with the terms and conditions of employment of those employees who are employed in a position similar to that into which the temporarily transferred employee has been placed.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 - Management Responsibilities.

Except as specifically abridged, delegated, granted or modified by a specific and express term or provision of this Agreement, the Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in management by the laws and the Constitution of the State of Ohio, including but not limited to their right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, and organizational structure; determine, and from time to time re-determine as management desires, the number, location, relocation, and type of its operations, and the methods, processes, materials and means to be used in its operations,

and to establish combine, move, relocate, or split up operations; discontinue processes or operations or discontinue their performance by employees in the unit covered by this Agreement; establish and change work hours, work schedules and assignments; hire, assign, direct, supervise, and evaluate employees and issue, modify and implement work rules and/or standard operating guidelines for employees; maintain and improve the efficiency and effectiveness of operations by any means desirable to management; determine the overall methods, processes, means, or personnel by which operations are to be conducted; suspend, discipline, demote, or discharge employees for just cause; lay off, transfer, promote, or retain employees; determine the adequacy of the work force; establish starting rates of pay; determine the overall mission of the Employer's office as a governmental unit; effectively manage the work force; and take actions to carry out the mission of the Employer.

Section 3.2 - Exercise of Rights.

The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Employer may exercise any or all of the management rights set forth in this Article III without prior negotiation with or agreement of the Union.

Section 3.3 - Compliance with ADA.

Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act including EEOC and court interpretations of the Act. Reasonable accommodations recommended or endorsed by a physician or other appropriate medical services providers and agreed to by the Employer and the employee are not subject to the grievance procedure or other legal challenge.

Section 3.4 - Contracting Out.

The Employer agrees that contracting work, which will result in a reduction of the bargaining unit by termination or layoff, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

Section 3.5 - Drug/Alcohol Testing.

The Employer expressly retains the right to test the employees for drugs and alcohol, consistent with state and federal law.

ARTICLE 4 - NON-DISCRIMINATION

Section 4.1 - Nondiscrimination.

The County agrees not to discriminate against the employees with respect to their terms and conditions of employment and matters of discipline because of an employee's race, color, national origin, religion, sex, ancestry, political activity which is not prohibited or limited by O.R.C. Chapter 124, union activity, or because he is in a protected age group defined by federal law.

Section 4.2 - Employee Rights.

Employees have the right to refrain from forming, joining, assisting, or participating in union activity, or to engage in any such activity.

Section 4.3 - Gender.

Any reference to the male gender in this Agreement shall be equally applicable to females.

ARTICLE 5 - UNION DUES DEDUCTION

Section 5.1 - Written Authorizations.

During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the Auditor to make periodic deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written deduction authorization to the County. Written authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit.

Section 5.2 –Notice.

The Union shall advise the County Auditor, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of monies to be deducted. Deductions shall only be made for a pay period when actual wages are earned. If union dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the Auditor to deduct such monies out of future paychecks only upon the express written direction of the Union.

Section 5.3 - Remittance to Union.

The Employer shall instruct the Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this article shall be remitted to the Union within a reasonable amount of time but in no case later than thirty (30) days from the deduction.

Section 5.4 - Revocation.

There shall be no deductions for employees who do not become or remain members in good standing of the Union and/or who revoke in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting deductions.

Section 5.5 - Save and Hold Harmless.

The Union agrees to hold the Employer and the County Auditor harmless for any monies deducted and remitted to the Union pursuant to the provisions of this Article.

ARTICLE 6 - PROBATION

Section 6.1 - New Employees/Transfers.

Newly hired employees and employees transferred into the bargaining unit must complete a probationary period of one hundred eighty (180) days.

Section 6.2 - Discharge, Transfer Out.

Probationary employees may be discharged or transferred back out of the bargaining unit, as appropriate, for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of the Agreement or under civil service laws or otherwise subject to challenge.

ARTICLE 7 - CORRECTIVE ACTION

Section 7.1 - Discipline for Cause.

Employees may be disciplined or discharged for cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, and any other acts of misfeasance, malfeasance, or nonfeasance. Employees may also be disciplined or discharged for any violation of the Employer's current rules or policies or SOGs or rules or policies or SOGs hereafter put into effect, including violation of the Ethics of County Employment, so long as these policies are not in conflict with other provisions of this Agreement. Nothing

in this Article precludes the right of the Employer to discharge or transfer an employee under the provisions of Article 6, Probation.

Section 7.2 - Punctuality.

Employees shall be present and ready to work at their scheduled starting times and at the assigned work site. The Union recognizes that punctuality of employees is of vital importance.

Section 7.3 - Absence Without Leave.

An employee who is absent for a scheduled work day without leave is subject to the disciplinary policy, beginning with a written reprimand. Three days of unauthorized absences in a two-year period may be cause for discharge, regardless of prior discipline.

Section 7.4 - Failure to Return from Leave.

Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including discharge, in accordance with the regular policy on absences without leave. If the Director determines that an employee is using a leave of absence for a purpose other than the purpose for which it was granted, he/she may immediately revoke the leave of absence, order the employee back to work, and may impose appropriate discipline on the employee, up to and including discharge.

Section 7.5 - Forms of Discipline.

Examples of the types of discipline that may be imposed under this Article are: (1) oral reprimand; (2) written reprimand; (3) suspension and (4) discharge. If discipline is issued, the Employer will provide the employee written notice of the type of discipline being imposed and the reasons for the discipline.

Section 7.6 - Predisciplinary Process.

Before imposing a reduction in pay, demotion, suspension or removal, the Director or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his/her behavior. The employee has the right to be accompanied at the conference by one representative of the employee's own choosing. The conference will be scheduled as promptly as possible by the Director or his/her designee. The Director or her designee may impose reasonable rules on the length of the conference.

If the Director or his/her designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may suspend the employee without pay for up to three days following a preliminary due process hearing and while pending the conference provided for in paragraph 7.6 to determine final disciplinary action. If in such a situation, the Director determines at the conference that no discipline of the employee is appropriate, the employee shall receive back-pay and fringe benefits for the period of suspension.

Section 7.7 - Rules of Conduct.

The Director may issue or modify work rules for employees. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

- a. Theft of or intentional or reckless damage to property of the county;
- b. Theft of or intentional or reckless damage to the property of a fellow employee;
- c. Insubordination towards management personnel, or the uttering of threatening or abusive language to the public;

- d. Intoxication, working under the influence of alcohol or an illegal controlled substance while on duty, or conviction for the sale of any illegal controlled substance at any time;
- e. Falsification of any county records or employment records; and
- f. Physical Violence.

Section 7.8 - Supersede Civil Service Law, Exclusive Remedy.

Ohio Revised Code 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article 3, except employees discharged under Article 6, Probation, shall not have any right to appeal a probationary discharge.

Section 7.9 - Discipline Records.

A copy of any record of disciplinary action, which has been placed in the employee's file, shall be provided to the employee at the time of placement. In the event that there is no intervening discipline issued to the employee, the following shall apply:

- a. Documented oral reprimands will cease to have force and effect after twelve months;
- b. Written warnings will cease to have force and effect after twelve months;
- c. Records of suspensions will cease to have force and effect after twenty-four months.

Once discipline has ceased to have force and effect, the original copy of the action will be placed in a "dead file" and kept on record with the Employer as required by the ORC. All other copies shall be destroyed.

ARTICLE 8 - PERSONNEL FILES

Section 8.1 - Review of File.

An employee shall be allowed the right of review of his or her personnel file and be entitled to the rights and protections of O.R.C. 1347.01.

Section 8.2 - Written Statement.

Should any employee have reason to believe that there are inaccuracies in documents contained in his or her file, the member may notify the Employer in writing of the alleged inaccuracy. The employee shall have the right to submit a written statement detailing his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member.

ARTICLE 9 - VACANCIES, ASSIGNMENTS, AND SCHEDULING

Section 9.1 Vacancy; Posting.

A vacancy occurs when the Employer intends to fill an open (current or new) position and posts the position. The Employer is not required to fill any position posted pursuant to this Article. Any time a position is posted, the posted position shall be filled according to the listed criteria in Section (B)(2) below. However, each position filled pursuant to this Section will be subject to a one hundred twenty (120) calendar day probationary period. The Employer shall have the sole discretion to evaluate the performance of the employee during the probationary period. Any employee remaining in a position subsequent to the one hundred twenty (120) day period will be deemed to be qualified for the position and may only be removed for just cause.

Section 9.2 - Procedure.

The Employer will fill vacancies as follows:

Posting.

Except as provided below, the Director, or designee, shall post the vacancy notice, naming the available job. The posting shall be for ten (10) calendar days. Interested candidates must submit a letter of intent to the Director or his designee by the end of the posting period.

Selection.

The Director or his designee shall select the candidate he deems most qualified based on their job related experience, training, test results, and educational background needed to perform the duties of the posted job. After a list is posted, candidates may be removed from the list, without resort or recourse to the grievance procedure, for disqualifying conduct, including disciplinary action. With regard to crew chief lieutenant positions, the Director or designee shall post a list, as needed. The list will expire after six months unless the current list of candidates is exhausted. The Director may extend a list up to six (6) months.

Section 9.3 - Crew Schedules.

Crew schedules are established by the Director.

Section 9.4 - Transfers and Reassignments.

The Director determines all transfers and assignments. When the Director determines to change an employee's duty days on a permanent basis, the Director shall provide the employee with thirty (30) calendar days notice.

ARTICLE 10 - CONFORMITY TO LAW

Section 10.1 - Supersede.

This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reasons of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 10.2 - Conflict with New Laws.

If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 10.3 - Reopen Contract.

In the event that any portion of this Agreement is rendered invalid or unenforceable, the Employer and the IAEP will, at the request of either party, promptly enter into negotiations relative to the particular provisions deemed or rendered invalid or unenforceable.

ARTICLE 11 - LABOR RELATIONS MEETING

Section 11.1 - Purpose.

In the interest of sound labor relations, the Director or his designee(s) shall, unless mutually agreed otherwise, quarterly on a mutually agreeable day and time, meet with not more than three (3) officers of the Union to discuss those matters addressed below. Additional representatives may attend by mutual agreement.

Section 11.2- Meetings and Agenda.

At least five (5) days in advance of such scheduled meetings, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending. There shall be no publication of the agenda or release of the information concerning the labor relations committee's deliberations or recommendations without the advance approval of both the Union President and the Director or his designee. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
3. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency;
6. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
7. Consider and discuss health and safety matters relating to employees.

Section 11.3 - Special Meetings.

If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 11.4 - Nonbargaining.

Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Neither party is required to continue meeting after the third hour.

ARTICLE 12 - STANDARD OPERATING GUIDELINES

The Director agrees that SOG's shall be reduced to writing and a copy given to the IAEP in advance of their enforcement. (The duty to notify has no effect on the Director's authority to promulgate SOG's.) SOG's shall not violate this Agreement.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 13.1 - Intent and Purpose, Good Faith.

The grievance procedure is specifically designed to deal with all alleged violations of this contract and it replaces any procedure provided by the State Personnel Board of Review. All matters arising out of this contract are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith. Probationary discharges or removals are not grievable.

Section 13.2 - Definition.

1. **Grievance:**
A "grievance" is a timely written complaint concerning the interpretation or application of this Agreement. The timelines imposed on the grievant are to be strictly construed unless the Director expressly extends the timelines in writing. If a grievant fails to meet a timeline, the grievance shall be dismissed. If no decision is rendered by the Director or captain or EMS Chief within the applicable time requirements, the grievance shall proceed to the next successive grievance step.
2. **Grievant:**
"Grievant" means an employee or the IAEP.
3. **Days:**
"Days" means calendar days.

Section 13.3 - Representative.

The grievant is entitled to IAEP representation at any step of the grievance procedure. The availability of the IAEP representative does not affect the running of the timelines at any step of the grievance procedure. An off-duty steward may meet with the grievant to discuss the grievance during the grievant's regular tour of duty.

Section 13.4 - Time Limits.

Any time limit imposed upon the handling of a grievance shall commence on the date of receipt. Time limits may be changed at any step of the grievance procedure by mutual agreement of the grievant and the Employer, which shall be confirmed in writing.

Section 13.5 - Grievance Procedure.

- a. Step 1. The grievant must file a written grievance with his captain within seven (7) days of the occurrence giving rise to the grievance. All written grievances, in order to be effective for consideration, shall contain the following: (1) the facts of the grievance; (2) the specific contract provision(s) alleged to be violated; (3) the remedy sought; and (4) the signature of the grievant.

The captain has seven (7) days from the time the grievance is received from the grievant to reply to the grievant. If the captain denies the grievance or fails to timely respond, the grievant may proceed to Step 2 by submitting the grievance to the EMS Chief within seven (7) days after receiving the captain's decision, or immediately after the seven (7) day period expires.

- b. Step 2. The EMS Chief shall meet with the IAEP representative or the grievant, or both, within seven (7) days, and shall submit a written decision to the grievant within seven (7) days. If the EMS Chief denies the grievance or fails to timely respond, the grievant may proceed to Step 3 by submitting the grievance to the Director within seven (7) days after receiving the EMS Chief's decision, or immediately after the seven (7) day period expires.
- c. Step 3. The Director shall meet with the IAEP representative and/or the grievant within seven (7) days, and shall submit a written decision to the grievant within seven (7) days.
- d. Step 4. Arbitration.

- a. Arbitration. If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure and the Local President determines to proceed to arbitration, it may be appealed to a mutually selected arbitrator. Such appeal must be presented to the Director by the IAEP, in writing, within fourteen (14) days from receipt of the Director's response or if the Director fails to respond within the time limits (set forth in Step 3) to the grievance. AAA shall be requested to submit a panel of seven (7) qualified arbitrators from which one shall be selected. Failing to mutually agree upon an arbitrator from this panel, the parties shall strike names alternately, with the parties' right to strike the first name to be determined by a flip of a coin. All decisions reached by the arbitrator shall be final and binding on both parties. If the arbitrator denies the grievance, his fee and expenses will be paid by the IAEP. If he grants the grievance, the County will pay the arbitrator's costs.
- b. Jurisdiction of the Arbitrator. The arbitrator's jurisdiction is strictly within the four corners of this Agreement. His authority must be derived from the provisions of this Agreement. The arbitrator cannot add to, amend or modify in whole or part any provision of this Agreement.

ARTICLE 14 - SENIORITY

Section 14.1 - Probationary Period; Seniority Terminated.

A probationary employee shall have no seniority until he satisfactorily completes the probationary period. An employee's seniority shall be terminated when one or more of the following occurs: (1) he resigns, (2) he is discharged for just cause, (3) he is laid off for a period exceeding twelve (12) months, (4) he retires, (5) he refuses a recall or fails to report to work within five (5) days from the date the Employer mails the recall notice. Seniority means the length of continuous regular, full-time employment.

Section 14.2 - Station Transfers.

For purposes of station transfers, time in grade precedes time in service. If this is equal, it will default to time in service.

ARTICLE 15 - LAYOFF AND RECALL

Section 15.1 - Order of Layoff.

Layoffs, or recalls after layoffs, will be determined by classification seniority. The least senior employee shall be laid off first and the most senior employee shall be recalled first. Employees with rank who are laid off may displace less senior employees in successively lower ranks. Part-time employees shall be laid-off before any full-time employees. However, if the Director, using ordinary and reasonable discretion, determines that an employee whose seniority entitles him or her to be retained or recalled does not have the ability to perform the available work, the Director need not retain or recall the employee.

Section 15.2 - Recall.

Recall rights shall exist for one year from the effective date of the layoff.

Section 15.3 - Good Faith Discussions.

Prior to the effective date of any layoffs, the Employer will offer the Union an opportunity to enter into good faith discussions between the parties regarding the necessity and extent and alternatives to any prospective layoff through the labor relations meetings described in Article 11 of this Agreement.

ARTICLE 16 - MISCELLANEOUS

Section 16.1 - Safe Working Conditions; Duty to Report.

The Employer intends to furnish and maintain in satisfactory working condition (consistent with past practice), the necessary tools, facilities, vehicles, supplies, and equipment required for members to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, or avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the County.

Section 16.2 - Bulletin Boards.

The Employer agrees to provide either a bulletin board or bulletin board space for use by the Union. All union notices which appear on the bulletin boards shall be signed, posted, and removed by the Union President or his designee. No material may be posted on the Union bulletin boards which contain the following:

- a. personal attacks upon any employee;
- b. scandalous, scurrilous or derogatory attacks upon the administration; or
- c. commentary regarding a candidate for elected office or for office in the Union.

Section 16.3 - Mileage Reimbursement.

Employees who are required to use their own vehicles for Department business shall be reimbursed at the current County rate for mileage traveled.

Section 16.4 - Union Ballot Boxes.

The Union shall be permitted, upon prior notification to the EMS Chief, to place ballot boxes in all EMS stations for the purpose of collecting member's ballots on all Union issues subject to ballot. Such boxes shall be property of the Union and their contents shall not be subject to the Department's review. Responsibility for boxes rests with the Union. Use of boxes shall not interfere with the operations of the Employer.

Section 16.5 - Copies of Agreement.

Actual cost of printing this Agreement, and any future copying beyond the copies specified herein, in an amount the parties may later agree as necessary, shall be shared equally by the parties. The Union shall be responsible for distributing copies to current bargaining unit members. New bargaining unit members who are hired during the life of this Agreement will be provided copies by the County.

ARTICLE 17 - UNIFORMS

Section 17.1 - Initial Issue.

The County agrees to provide each employee, upon initial employment, the following clothing:

- Three pairs of pants
- One Class B white shirt with badge
- Three duty shirts
- Three dark blue tee-shirts
- Two items total of job shirts or wind shirts
- Heavy duty squad jacket with liner
- Belt
- Black shoes or boots
- Winter gloves

Section 17.2 - Replacement.

The County agrees to replace all damaged or worn items issued as part of the required uniform. The Director reserves the right to determine whether an article is damaged or worn sufficiently to warrant replacement. Employees may not wear any of the items listed above when they are not on duty.

ARTICLE 18 - UNPAID LEAVES OF ABSENCE

Section 18.1 - Disability Leave.

1. An employee may request an unpaid disability leave for up to one (1) year if he continues to be injured, ill, or physically or mentally incapacitated from the performance of the regular duties of his position after he has exhausted his accumulated sick leave, compensatory time and vacation.
2. The Director may place an employee on unpaid disability leave after he has exhausted vacation, sick leave and compensatory time if, after an informal hearing concerning his condition, the Director determines the employee is unable to perform the regular duties of his position because of illness, injury, or other physical or mental disability. Prior to the hearing, the Director may require the employee to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, at the County's expense. Ordinarily, if the employee is hospitalized or institutionalized at the time of the request, the disability leave may be granted without examination.

3. Within one (1) year from the effective date of the unpaid disability leave, the employee may apply for reinstatement. After receipt of a timely application for reinstatement, the Director may require examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and shall designate the person to conduct the examination. The County shall pay for the examination. If the examination discloses the employee has recovered from the disability and is otherwise able to perform the regular duties of his position, the Director shall reinstate the employee to his former or similar available position within thirty (30) calendar days from his written application.

Section 18.2 B. - Maternity and Parental Leave.

1. Employees may use their accumulated sick leave for absence due to pregnancy or for absence due to any medical condition related to pregnancy, childbirth, or postpartum recovery. At their option, Employees may use their accrued vacation leave for pregnancy, childbirth, or infant care.
2. Where the Director is unable to pre-determine the exact length of his leave, the Director may approve an indefinite leave to not exceed six (6) months. The Director may permit the employee to return to work during the six (6) month period, provided he gives the Director at least two (2) weeks' written notice of his desire to return.
3. If a leave of absence is granted for a definite period of time, the employee may be reinstated before the expiration of the leave.

Section 18.3 - Family and Medical Leave.

The Employer may implement all aspects of the Family and Medical Leave Act in his discretion to the extent allowed by and not inconsistent with this Agreement and the Act.

Section 18.4 - Military Leave.

Military Leave will be administered in accordance with the federal and state law.

ARTICLE 19 - PAID LEAVES

Section 19.1 - Sick Leave.

Sick Leave - Each employee shall earn .0656 hours paid sick leave for each hour of regular work. Unused sick leave shall be accumulated without limit. Sick leave shall be used in good faith. A violation of this Article is subject to Article 7 of this Agreement (Corrective Action).

1. **Balance Transfers:**

A employee who transfers from one County office to another or who transferred or is hired from another public employer in Ohio to County employment within ten (10) years of service, shall be credited with the unused balance of his sick leave accumulated in his prior service. The employee is responsible for obtaining certification of his previously accumulated sick leave.

2. **Use:**

Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for absence due to illness, injury or death in the employee's immediate family.

3. **Abuse:**

Abuse or patterned use of sick leave may be grounds for disciplinary action.

4. **Immediate Family:**

"Immediate Family" for purposes of this section include: grandparents, grandparents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents, father-in-law, mother-in-law, spouse, children, step-children, grandchildren, and legal guardian or other persons who stand in the place of a parent to the employee.

5. Reporting Immediate Family Absence:

An employee who is absent due to one of the above reasons must report his absence before his shift begins or prior to reporting off sick while on duty.

6. Deduction:

When sick leave is used it shall be deducted from the employee's sick leave credit on the basis of one hour of sick leave for every hour of absence from previously scheduled work.

7. At Death:

Upon death of an employee, unused accumulated sick leave shall be paid to his spouse, children or parents, if any, in that order, or to his estate. Payment for accumulated sick leave at the time of death shall be based on the employee's regular rate of pay at the time of his death, with one such hour of pay for every two (2) hours of accumulated sick leave. If the employee's death was in the line of duty, payment for accumulated sick leave at the time of death shall be one hour of pay for each hour of accumulated sick leave.

8. At Separation:

Upon separation from employment, the County will pay employees who have ten (10) years of service with the Department one-fourth (1/4) of their accumulated sick leave.

9. Unpaid Disability Leave or Leave Of Absence:

If an employee's illness or disability continues beyond the time covered by his earned sick leave, he may request an unpaid disability leave or other unpaid leave of absence. Employees may also use earned vacation time or compensatory time after exhausting sick leave, but before applying for an unpaid leave.

Section 19.2 - Funeral Leave.

An employee may be absent with pay for up to twenty-four (24) consecutive work hours to attend the funeral of an immediate family member (as defined in (A)(4) above).

Section 19.3 - Jury Duty Leave.

Employees may be excused from work for jury duty or when subpoenaed to court when such subpoena results from an incident that occurred when the employee was on duty. Whether or not the court appearance arising from such a subpoena is on a scheduled work day, the employee shall be paid for all such time in court.

Employees called to and reporting for panel and/or jury duty during their scheduled work day shall be compensated by the County at the regular rate of pay for the normal work day. Time on jury duty is not hours worked for computing overtime. The employee must give his captain prior notice and proof of his jury duty call, and pay his jury fee to the County Treasurer in order to receive his regular pay.

Section 19.4 - Union Leave.

The Union president or his designee(s) shall be granted up to one hundred fifty (150) hours of time off with pay, upon prior approval, for the duration of the collective bargaining agreement, for the purpose of attending negotiations or labor relations meetings.

Section 19.5 - Personal Leave

Employees shall be entitled to two (2) days (24-hour day) of personal leave each year. Personal leave shall not be used in connection with other forms of leave and shall be deducted from the employee's sick leave balance. Unused personal leave shall not carryover into the next calendar year. Time spent on personal leave shall not count as actual hours worked for overtime purposes. Personal leave shall be used to attend to important personal matters which cannot be conducted at times other than scheduled work time and shall not be used for gainful employment or recreation.

ARTICLE 20 - STANDARD WORK WEEK AND OVERTIME

Section 20.1 - Work Schedule.

The normal schedule shall consist of 24 hours (one work day) on duty followed by 48 hours off duty. The Employer retains the right to modify schedules. If the Employer modifies the 24/48 schedule, it will provide the affected employees with 120 days advance notice, unless the parties mutually agree on a shorter period. If employees working a 24/48 shift are assigned to work a 12 hour schedule, the parties shall meet to discuss the effects of the change. If the parties cannot reach agreement, the parties shall utilize the procedure set forth in Article 27.2.

Section 20.2 - Compensatory Time.

Employees shall be entitled to elect to receive compensatory time in lieu of overtime pay. Compensatory time shall accrue and be counted on a one (1) for one (1) basis, i.e.; one hour earned equals one hour accrued, but shall be paid out at an overtime rate of one and one-half hours for each compensatory hour used. Employees shall be allowed to accrue up to 120 hours of compensatory time. Compensatory time must be used within 180 days of the time it is earned. The Director may deny a compensatory time request for a certain time if he determines that the Department operations will be interrupted. Compensatory time used will not be counted towards hours worked.

Section 20.3 - Call-Back.

When an employee is called back to work by the Department's Manager for hours of work not abutting his regular work shift, he shall be paid for at least two (2) hours.

Section 20.4 - Overtime Rotation.

Overtime will be distributed on a rotating basis in accordance with the applicable SOGs.

Section 20.5 - Employee Trades.

Two employees may agree, with the approval of the Director or his designee, to substitute for each other during scheduled work hours. The hours worked shall be excluded by the County in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal schedule for that shift. At the time the trade form is submitted, the employees must indicate both days that will be traded. In the case of trades, employees may be able to work a total of 48 hours. After 24 hours, an employee will not operate emergency vehicles.

ARTICLE 21 - VACATIONS

Section 21.1 - Vacation Leave Accrual.

An employee (after completion of one full year of service) shall have earned two weeks of vacation leave with full pay. Thereafter, an employee shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

For 24-48 Hour Employees

1 to 7 years service	- 96 hours
8 to 14 years service	- 144 hours
15 to 24 years service	- 192 hours
25 or more years of service	- 240 hours

For 12 Hour Employees

1 to 7 years service	- 80 hours
8 to 14 years service	- 120 hours
15 to 24 years service	- 160 hours
25 or more years of service	- 200 hours

Section 21.2 - Unpaid Absence.

No vacation is earned while an employee is on layoff or unpaid leave.

Section 21.3 - Vacation Leave Scheduling.

Vacation schedules will be arranged pursuant to the applicable SOG.

Section 21.4 - Payment on Death.

In the case of an employee's death, earned but unused vacation leave shall be paid to his spouse, children or parents, in that order, or to his estate, at his then hourly rate of pay.

Section 21.5 - Carryover.

An employee may carry over earned vacation leave for three years with the approval of the Director.

ARTICLE 22 - HOLIDAYS

Section 22.1 - Holidays.

The employees shall receive eight (8) hours of straight-time pay or, if electing to receive all the time as compensatory, will accrue at the following rate: 5.34 hours of straight time:

New Year's Day	(January 1)
Martin Luther King Day	(third Monday in January)
Washington-Lincoln Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Veterans Day	(November 11)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving Day	(fourth Friday in November)
Christmas Day	(December 25)

Section 22.2 - Additional Holidays.

Employees shall receive four (4) hours of straight-time pay on Little Brown Jug Day, Christmas Eve Day and New Year's Eve Day, or if electing to receive all the time as compensatory, will accrue at the following rate: 2.67 hours of straight time.

ARTICLE 23 - TRAINING

The County will make available to each employee the opportunity to take a refresher course, BTLS, PALS, ACLS, CPR and continuing education. The County will pay for the course and compensate the employee for the time spent taking the course. The employee must fill out proper paper work and submit it to the EMS Chief.

ARTICLE 24 - HEALTH INSURANCE

The Employer shall maintain a group health benefits plan for the bargaining unit. The plan shall be the plan in effect for the employees of the County generally (management and non-management employees alike). The Employer may implement reasonable changes in the health benefits plan so long as the changes are implemented for County employees generally.

ARTICLE 25 - WAGES

Section 25.1 - Salary Scale.

The rates of pay are set forth in the wage scale, Appendix A.

Section 25.2 - New Employees.

New employees will be placed on the salary schedule at the starting rate of pay for their classification and will be eligible for increases in pay in accordance with the time frames set forth in the salary schedule.

Section 25.3 - Evaluations.

Employees whose written performance evaluations indicate that they are not performing at an acceptable level will not receive a pay increase. Employees will be re-evaluated after six months and if they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation.

Section 25.4 - Promoted Employees.

Employees who are promoted will be placed at the step closest in pay to the rate they were previously earning. Thereafter, such employees will be eligible for a wage increase 120 days after the promotion takes effect. One year after the promotion, the employees will be eligible to move to the next pay level for their new classification and this eligibility will continue on an annual basis. Employees who are demoted will remain in the same years of service column.

Section 25.5 - Out-of-Class Pay.

Employees shall be paid out-of-class pay at the next highest Lieutenant rate for all time worked if the employee works as a Lieutenant for at least 12 consecutive hours.

Section 25.6 - Longevity

As compensation for fulltime years of service to the County, employees shall be entitled to annual longevity pay based upon years of completed service. Such longevity pay shall begin after completion of the fifth (5th) year of service and shall equal \$100.00 for each year of completed service. Longevity pay shall be paid bi-weekly and shall be based upon the number of completed years of service with the County as of the date of payment.

ARTICLE 26 - SCOPE & SEVERABILITY

Section 26.1 Supersede.

This Agreement supersedes all previous oral and written agreements and constitutes the entire agreement of the parties.

Section 26.2 - Scope.

During the negotiations leading to the execution of this Agreement, the parties had a full opportunity to submit all items appropriate to collective bargaining. The Union expressly waives the right to submit any additional item for bargaining during the term of this Agreement, whether or not the item was discussed, submitted, or contemplated during the negotiations leading to the execution of this Agreement.

ARTICLE 27 - ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Section 27.1 - Alternate Procedure.

The provisions of this Article will be followed in lieu of requesting the State Employment Relations Board to intervene as provided in Section 4117.14(C)(2) of the Ohio Revised Code. However, a notice to negotiate shall be filed with SERB per the statutory time frame and process.

Section 27.2 - Impasse.

If impasse is reached, either party may request in writing the appointment of a binding conciliator. The parties jointly will request a list of seven arbitrators from the American Arbitration Association ("AAA"). The parties will select the conciliator by the alternate strike method, and either party may request another list(s) from AAA. The parties shall split the cost of the conciliator and AAA equally. The conciliator will hold a hearing within thirty (30) days of appointment and, within thirty (30) days of the close of the hearing, shall issue a written report to both parties, which may be made public. At least one week before the hearing date, both parties shall provide each other and the conciliator with their last best offer on each outstanding issue. Each party may also suggest to the conciliator a package or packages of the issues based on the parties' last and best offers. The conciliator may conduct mediation before hearing evidence. His determination, after hearing, must be on an issue-by-issue basis from the parties' last and best offers. The conciliator's determinations must be based on the criteria set forth in O.R.C. §4117.14(G)(7).

Section 27.3 Awards of Conciliator.

Awards and orders of the conciliator are subject to Ohio Rev. Code §4117.14(H).

ARTICLE 28 - DURATION

This Agreement shall be effective from date of execution through December 31, 2008.

INTERNATIONAL ASSOCIATION
of EMTs AND PARAMEDICS, NAGE-
SEIU

DELAWARE COUNTY

BY:

Appendix A

Wage Scale

EMT-Intermediate

	Start	6 months	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years
Current	\$8.61	\$9.12	\$9.22	\$9.54	\$9.87	\$10.22	\$10.58	\$10.94		
2006 (Current + 2%)	\$8.78	\$9.30	\$9.40	\$9.73	\$10.07	\$10.42	\$10.79	\$11.16		
2007 (+ 1 step)		\$9.40	\$9.73	\$10.07	\$10.42	\$10.79	\$11.16	\$11.38	\$11.61	
2008 (+ 1 step)			\$10.07	\$10.42	\$10.79	\$11.16	\$11.38	\$11.61	\$11.84	\$12.08

EMT – Paramedic

	Start	6 months	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years
Current	\$10.10	\$10.46	\$10.82	\$11.20	\$11.59	\$12.00	\$12.41	\$12.85		
2006 (Current + 2%)	\$10.30	\$10.67	\$11.04	\$11.42	\$11.82	\$12.24	\$12.66	\$13.11		
2007 (+ 1 step)		\$11.04	\$11.42	\$11.82	\$12.24	\$12.66	\$13.11	\$13.37	\$13.64	
2008 (+ 1 step)			\$11.82	\$12.24	\$12.66	\$13.11	\$13.37	\$13.64	\$13.91	\$14.19

Lieutenant

	Start	6 months	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years
Current	\$11.11	\$11.50	\$12.20	\$12.63	\$13.07	\$13.53	\$13.98	\$14.47		
2006 (Current + 2%)	\$11.33	\$11.73	\$12.44	\$12.88	\$13.33	\$13.80	\$14.26	\$14.76		
2007 (+ 1 step)		\$12.44	\$12.88	\$13.33	\$13.80	\$14.26	\$14.76	\$15.05	\$15.36	
2008 (+ 1 step)			\$13.33	\$13.80	\$14.26	\$14.76	\$15.05	\$15.36	\$15.66	\$15.98