

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

EFFECTIVE JANUARY 1, 2009 THROUGH DECEMBER 31, 2011.

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ARTICLE 1 - PREAMBLE

This Agreement is entered into this 1st day of January, 2009, 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"), collectively referred to as "the Parties," 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 the State 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 employees in the following classifications: EMT-Intermediates, Paramedics and Lieutenants. The bargaining unit shall not include supervisors, managers, professional or confidential employees, casual or seasonal 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 without cause. Employees shall only be permitted to attend such meetings "on-duty" with prior approval of the Director, or his designee.

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 employees 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 - NO STRIKE / NO LOCKOUT

Section 4.1 - No Strike.

The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of or interference with the work in or about the Employer's premises, or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any Employees covered by this Agreement honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises, or any job sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any person's affecting the work of such employees.

Any employee engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in paragraph 4.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge.

Section 4.2 - Lockout.

The Employer shall not lockout the employees during the term of this Agreement.

ARTICLE 5 - NON-DISCRIMINATION

Section 5.1 - 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 5.2 - 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 5.3 - Gender.

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

ARTICLE 6 – UNION DUES DEDUCTION

Section 6.1 - 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 6.2 –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 owed 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 6.3 - 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 6.4 - 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 6.5 - 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 7 - PROBATION

Section 7.1 - New Employees/Transfers.

Newly hired employees, employees transferred into the bargaining unit, employees appointed from the classification of EMT-Intermediate to Paramedic, and employees appointed to the classification of Lieutenant must complete a probationary period of one hundred eighty (180) days. The Employer shall have the sole discretion to evaluate the performance of the employee during the probationary period.

Section 7.2 - Discharge, Transfer Out.

Probationary employees may be discharged or transferred back out of the bargaining unit (full-time to part-time), or returned to their former classification (Lieutenant to full-time Paramedic), 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 8 - CORRECTIVE ACTION

Section 8.1 - 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 7 - Probation.

Section 8.2 - Punctuality.

Employees shall be present, in uniform, 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 8.3 - 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 8.4 - Failure to Return from Leave & Inappropriate Use of 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 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 8.5 - Forms of Discipline.

Examples of the types of discipline that may be imposed under this Article are: (1) oral reprimand; (2) written reprimand; (3) working suspension; (4) suspension; (5) forfeiture of earned leave; (6) demotion; (7) discharge, or (8) other discipline appropriate to the infraction. 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 8.6 - Predisciplinary Process.

Before imposing a reduction in pay, demotion, suspension or removal, the Director or his 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 designee. The Director or his designee may impose reasonable rules on the length of the conference.

If it is determined that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, the Employer 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 Section 8.6 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 benefits for the period of suspension.

Section 8.7 - 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 8.8 - 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 7 - Probation, who shall not have any right to appeal a probationary discharge.

Section 8.9 - 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 9 - PERSONNEL FILES

Section 9.1 - 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 9.2 - 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 10 - VACANCIES, ASSIGNMENTS, AND SCHEDULING

Section 10.1 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.

Section 10.2 - Procedure.

The Employer will fill vacancies as follows:

Posting.

Except as provided below, the Director, or his 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 Employer 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 Lieutenant positions, the Director or his designee, shall post a list, as needed. The list will expire after twelve (12) months unless the current list of candidates is exhausted.

Section 10.3 - Crew Schedules.

Crew schedules are established by the Director.

Section 10.4 - 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 11 - CONFORMITY TO LAW

Section 11.1 - 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 11.2 - 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 11.3 - 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 12 - LABOR RELATIONS MEETING

Section 12.1 - Purpose.

In the interest of sound labor relations, the Director or his designee shall, unless mutually agreed otherwise, 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 12.2- 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 12.3 - Special Meetings.

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

Section 12.4 - 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 13 - 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 14 - GRIEVANCE PROCEDURE

Section 14.1 - 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 14.2 - Definition.

a. 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 receiving Captain, Assistant Chief or Director within the applicable time requirements, the grievance shall proceed to the next successive grievance step.

b. Grievant:

"Grievant" means an employee or the IAEP.

c. Days:

"Days" means calendar (not work) days.

Section 14.3 - 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 14.4 - 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 14.5 - 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 respond in a timely fashion, the grievant may proceed to Step 2 by submitting the grievance to the Director within seven (7) days after receiving the Captain's decision, or immediately after the seven (7) day period expires.

- b. Step 2. This step begins at the time that the grievance is received by the Director. The Director, or his designee, may choose to meet with the IAEP representative or the grievant, or both, within seven (7) days of receiving written notification of the grievance, and shall submit a written decision to the grievant within seven (7) days.

Section 14.6 - 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 2) to the grievance. If the parties are unable to mutually select an arbitrator, the Union may request a list of arbitrators from FMCS, SERB, or AAA.. Failing to mutually agree upon an arbitrator from the panel provided, the parties shall strike names alternately, with the parties' right to strike the first name to be determined by a flip of a coin. The parties may, upon mutual agreement, request that the arbitrator mediate the grievance. IF the parties are unable to mediate a resolution , the matter shall proceed to arbitration. 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 15 - SENIORITY

Section 15.1 - Probationary Period; Seniority Terminated.

A probationary employee shall have no seniority until he satisfactorily completes the probationary period as a full time employee. An employee's seniority shall cease 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 months, (4) he retires, (5) he refuses a recall or fails to report to work within five days from the date the Employee receives the recall notice. .

Section 15.2 - Station Transfers.

For purposes of station transfers, classification seniority precedes bargaining unit seniority

Section 15.3 - Definitions of Seniority.

"Classification Seniority" (also sometimes referred to as "time in grade") shall mean the time an employee has as a full-time employee in:

- a. Classification of EMT-Intermediate; or
- b. Classification of EMT-Paramedic; or
- c. Classification of Lieutenant

Time worked in any classification not in the bargaining unit or as a part-time employee shall not count toward "Classification Seniority."

"Bargaining Unit Seniority" (also sometimes referred to as "time in service") shall mean the uninterrupted service time in any classification in the bargaining unit.

ARTICLE 16 - LAYOFF AND RECALL

Section 16.1 - Order of Layoff.

Layoffs, or recalls after layoffs, will be determined by bargaining unit 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 classifications. 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 16.2 - Recall.

Recall rights shall exist for 365 days 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 12 of this Agreement.

ARTICLE 17 - MISCELLANEOUS

Section 17.1 - 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 17.2 - 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 17.3 - 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 17.4 - Union Ballot Boxes.

The Union shall be permitted, upon prior notification to the Director, 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 17.5 - 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 18 - UNIFORMS

Section 18.1 - Initial Issue.

The County agrees to provide each employee, upon promotion to full-time employment, the following clothing:

- Three pairs of fatigue pants
- Three fatigue shirts
- Three dark blue tee-shirts with appropriate markings
- Two items total of job shirts or wind shirts
- Belt
- Black shoes or boots
- Winter gloves
- One full set of protective / safety gear, to include pants, coat, helmet, and rescue gloves

Section 18.2 - 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, and may require the employee to turn in the clothing being replaced. Employees may not wear any of the items listed above when they are not on duty.

ARTICLE 19 - UNPAID LEAVES OF ABSENCE

Section 19.1 - 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. Employees on unpaid disability leave shall not accumulate leaves (sick or vacation) or receive longevity pay.
2. The Employer may place an employee on unpaid disability leave after the employee has exhausted vacation, sick leave and compensatory time if, after an informal hearing concerning his condition, it is determined that 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 County 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. If, upon completion of the examination, it is determined that the employee is unable to perform the regular duties of his position for greater than one (1) year, the Employer may separate the employee based on his or her disability.
3. Within one (1) year from the effective date of the unpaid disability leave or disability separation, the employee may apply for reinstatement. After receipt of a timely application for reinstatement, the County 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 County shall reinstate the employee to his former or similar available position within thirty (30) calendar days from his written application and completion of examinations.

Section 19.2 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. The County may approve an indefinite leave, not to exceed six (6) months when the County is unable to pre-determine the exact length of the employee's leave. The County may permit the employee to return to work during the six (6) month period, provided he gives the County 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 19.3 - 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 19.4 - Military Leave.

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

ARTICLE 20 - PAID LEAVES

Section 20.1 - 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 8 of this Agreement (Corrective Action).

a. 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.

b. 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.

c. Abuse:

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

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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 20.2 - 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 Section 20.1 (a) above).

Section 20.3 - 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 20.4 - 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 20.5 - 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 carry over 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 21 - STANDARD WORK WEEK AND OVERTIME

Section 21.1 - 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.

Section 21.2 - 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 160 hours of compensatory time. Compensatory time must be used within 180 days of the time it is earned. The Director, or his designee, 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 21.3 - Call-Back.

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

Section 21.4 - Overtime Rotation.

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

Section 21.5 - 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 work a total of 48 hours. After 24 hours, an employee will not operate emergency vehicles.

ARTICLE 22 - VACATIONS

Section 22.1 - 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 |

Section 22.2 - Unpaid Absence.

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

Section 22.3 - Vacation Leave Scheduling.

Vacation schedules will be arranged pursuant to the applicable SOG.

Section 22.4 - 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 22.5 - Carryover.

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

ARTICLE 23 - HOLIDAYS

Section 23.1 - 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 23.2 - 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 24 - TRAINING

The County will make available to each employee the opportunity to take a paramedic refresher course, ITLS, 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 documentation and submit it to the Director.

ARTICLE 25 - HEALTH INSURANCE

Section 25.1 - Coverage.

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.

Section 25.2 - Changes to Insurance.

If the County decides to change the health insurance benefits, they will inform the Union President thirty (30) days prior to the effective date of the new benefits (or less than 30 days if less than 30 days notice is received by the County from the insurance carrier), and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

ARTICLE 26 - WAGES

Section 26.1 - Current Bargaining Unit Members.

All current bargaining unit member’s pay rates will be based on their December 31, 2008 “year-end hourly wage” as established in this Agreement, reference Appendix A.

Section 26.2 - New (Probationary) Bargaining Unit Members.

All part-time (non-bargaining unit) employees who become full-time and transfer into the bargaining unit will begin at the “Entry” point of the Salary Scale defined in Section 26.3, below..

Section 26.3 - Salary Scale.

All bargaining unit member’s pay rates will fall within the following salary scale for the period of this Agreement, 2009 - 2011. All members will receive their annual pay increase on January 1st of each calendar year during the contract period, with the exception of those who fail to receive acceptable performance evaluations, as defined in Section 26.4 below. Probationary period employee raises shall be according to the provisions of Section 26.5

| | Entry | ----- | Top |
|--------------|--------------|-------|------------|
| Intermediate | 10.42 | ----- | 12.69 |
| Paramedic | 12.24 | ----- | 14.91 |
| Lieutenant | 13.80 | ----- | 16.69 |

Pay rates for employees in calendar year 2009 shall be one percent (1%) above the rate received by employees on December 31, 2008. Pay rates for employees in calendar years 2010 and 2011 shall be two percent (2%) over their rates received in the previous year. The pay rates for employees as of the date of execution of this Agreement and for the duration of this Agreement is set forth in the separate Agreement between the parties, which will be the agreed rates for the term of this Agreement.

If, during calendar years 2010 or 2011, the Board of County Commissioners provide an increase to wage rates for other County employees in non-bargaining unit, general fund positions, above the two percent (2%) increase in the wage scales above, then the wage scale for 2010 and/or 2011 will be adjusted to include the amount of increase granted which exceed the two percent (2%) and employees will receive the additional increase. For example, if the Board of Commissioners provide an annual merit wage increase of three percent (3%) for non-bargaining unit, general fund employees then bargaining unit employees will receive an additional one percent (1%) increase for that calendar year for a total of three percent (3%).

Section 26.4 - Evaluations.

Employees whose written performance evaluations indicate that they are not performing at an acceptable level will not receive a pay increase on January 1st. Employees will be re-evaluated after six months, and if at that time, they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation, and shall not be subject to back-pay.

Section 26.5 - Probationary Period.

Employees newly hired to a position in a classification in the bargaining unit shall be paid at ninety-five percent (95%) of the entry rate for the classification. Upon successful completion of their probationary period employees will be paid at the entry rate for the classification. Annual wage increases, as set forth in Section 26.3, shall be granted the employee at the time of the successful completion of his probationary

period. For example, a newly hired employee who completes his probationary period on June 1 shall receive the annual wage increase effective on June 1.

Section 26.6 - Promoted Employees.

Employees, who are promoted from the classification of EMT-Intermediate to that of Paramedic, or from the classification of Paramedic to that of Lieutenant, shall receive a 7.5% increase in their current hourly rate of pay at the time of their promotion. After successful completion of a 180 day probationary period, the promoted employee shall receive an additional 5% increase in their original hourly rate of pay, to total 12.5% of the hourly rate they earned at the time of their change of classification.

On January 1st, the employee will be eligible to receive their annual pay increase for their new classification and this eligibility will continue on an annual basis. Employees who are demoted will retain the same "bargaining unit seniority."

Section 26.7 - Out-of-Class Pay.

Employees who hold the classification of Paramedic shall be paid the out-of-class rate of \$1.00 per hour for hours worked, if the employee works as an Acting-Lieutenant for at least 12 consecutive hours. All out-of-class assignments must be pre-approved by the Director, or his designee. Employees who hold the classification of EMT-Intermediate shall not be eligible for out-of-class assignments.

Section 26.8 - 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 divided and 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 27 - SCOPE & SEVERABILITY

Section 27.1 Supersede.

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

Section 27.2 - 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 28 - ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Section 28.1 - 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 28.2 - Mediation / Factfinding.

During negotiations the parties may, upon written request to the State Employment Relations Board ("SERB"), utilize the services of a mediator. In addition or as an alternative to mediation, the parties may utilize factfinding by requesting a list of names from SERB, or an alternate service as agreed by the parties. Selection of a factfinder shall be made by alternate strike from the panel. The factfinder shall make recommendations based on the criteria set forth in O.R.C. § 4117.14(G)(7).

The parties agree that the process for acceptance or rejection of a factfinder's recommendation as contained in O.R.C. § 4117.14(G)(7) shall apply to and be binding upon the parties.

Section 28.3 - Impasse / Conciliation.

If impasse is reached, as declared by either or both parties, following either mediation and/or factfinding, either party may request in writing the appointment of a binding conciliator. The parties may jointly select an arbitrator to serve as conciliator, or the parties jointly will request a list of seven arbitrators from the American Arbitration Association ("AAA"), the State Employment Relations Board ("SERB"), or the Arbitration Mediation Services ("AMS"). 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 arbitrator's service 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 28.3 - Awards of Conciliator.

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

ARTICLE 29 – DURATION

This Agreement shall be effective for thirty-six (36) months from January 1, 2009.

INTERNATIONAL ASSOCIATION of
EMTs AND PARAMEDICS, NAGE-SEIU

DELAWARE COUNTY

BY:

Original signatures on file
