

STATE EMPLOYMENT
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AGREEMENT BETWEEN

MEIGS COUNTY EMERGENCY MEDICAL SERVICES

AND

**INTERNATIONAL ASSOCIATION OF EMTs
AND PARAMEDICS, SEIU/NAGE LOCAL 5000**

May 30, 2010 through May 29, 2012

Agreement Between Meigs County EMS and IAEP, SEIU/NAGE, Local 5000
2010 - 2012

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ARTICLE 1 - PREAMBLE

Section 1.1 Purpose This Agreement is entered into this ____ day of _____, 2010, between the Meigs County Board of Commissioners (referred to as "Employer" or "County"), and the International Association of EMTs and Paramedics, SEIU/NAGE Local 5000 ("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 specifically contained herein. The responsibility of the Commissioners with regard to this Agreement is limited to their authority as established by the laws of Ohio.

Section 1.2 Copies of Agreement Both parties shall share actual cost of printing this Agreement equally. The Union shall be responsible for distributing copies to current bargaining unit members. Bargaining unit members who are hired during the life of this Agreement will be provided copies by the County.

ARTICLE 2 - RECOGNITION

Section 2.1 Union as Employees' Representative 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 consist of the following, as certified in SERB Case No. 05-REP-10-0156 and 06-REP-08-0109.

Included: All full-time and regular part-time EMTs, Paramedics, Dispatchers and Maintenance.

Excluded: All other employees, including Clerical, Administrative and Billing.

Section 2.3 If New Classification Created 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 Temporary Transfer Outside Bargaining Unit 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 General The County shall retain all of the rights, powers and authority vested in it prior to the date of this Agreement. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the County. Except to the extent modified by the provisions of this Agreement, the County reserves and retains solely and exclusively all legal rights and responsibilities to carry out the administration of the County, and all of the legal rights and responsibilities to manage the operations of the Meigs County EMS, as such rights existed prior to the execution of this Agreement with the Union. The rights of the County shall include, but shall not be limited to, the right to determine the facts that are the basis of management decisions and to establish, change or abolish policies, practices, rules, or procedures for the conduct of the EMS, its employees and its service to the citizens of Meigs County, consistent with the provisions of this Agreement.

Section 3.2 Examples The Union recognizes and agrees that, except as specifically limited by a provision of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees, are vested solely and exclusively with the County. The Employer's exclusive rights shall include, but shall not be limited to, the following:

1. Determine matters of inherent managerial policy including, but not limited to, areas of discretion or policies such as the functions and programs of the Department, standards of services, its overall budget, utilization of technology, and organizational structure;
2. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, layoff and recall or to discipline for just cause; to maintain order among employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which operations are to be conducted; the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees and to relieve employees from duty due to the lack of work or lack of funds;
6. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
7. To determine and to take action to carry out the overall mission of the EMS Department as a unit of government;
8. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such Employees in accordance with the requirements determined by the Employer;
9. The right to determine, and from time to time re-determine, the number, locations and relocations and types of its employees;
10. The right to establish starting times, quitting times, the numbers of hours of to be worked, work schedules, and assignments and to determine the necessity for overtime and the amount required thereof and to otherwise effectively manage the workforce;
11. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management; provided such rules and regulations are not inconsistent with the terms of this contract;

12. The right to maintain the security of records and other pertinent information;
13. The right to determine and implement necessary actions in emergency situations;
14. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
15. The right to determine EMS's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.
16. The right to perform reasonable suspicion testing of employees for drugs and alcohol consistent with state and federal law.

Section 3.3 Rights The Union agrees that all of the Employer's functions, rights, powers, responsibilities, and authority in regard to the operation and direction of its work force and business, that the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 4 - NON-DISCRIMINATION

Section 4.1 Policy The employer and the Union agree not to interfere with the desire of any Employee to become, remain, or refrain from becoming a member of the Union, or restrain or coerce Employees in the exercise of the rights guaranteed in Ohio Rev. Code Chapter 4117. Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein.

Section 4.2 Discipline Nothing herein shall be construed to prevent or preclude the Employer from disciplining an Employee for lack of performance or inability to perform assigned tasks in accordance with the disciplinary article of this Agreement.

Section 4.3 Gender Any reference to the male gender in this Agreement shall be equally applicable to females.

ARTICLE 5 - UNION RIGHTS

Section 5.1 Union Representatives/Stewards The employer recognizes the right of the union to designate union representatives or stewards. The union agrees to notify the employer in writing within seven (7) days of any changes to such designation. The authority of the union steward shall be limited to, and shall not exceed, the following duties and responsibilities:

Grievances - The investigation and presentation of individual grievances with the Employer or the designated Employer representative in accordance with the provisions of this Agreement, provided it does not interfere with the Employer's operations as determined by the Employer.

Information - The transmission of such messages and information which originate with and are authorized by an officer of the Union, provided such messages and information have been reduced to writing, or are of a routine nature and do not involve, encourage or condone work

stoppages, slowdowns, refusal to handle assignments, or any other interference with the Employer's operations. All written notices shall be posted only on the designated bulletin board.

Section 5.2 - Admittance to Work Areas A Union Staff Representative may visit the work site(s) in order to view the conditions under which bargaining unit members are working, including but not limited to crew quarters and other conditions of employment. The Employer will comply with the public records law in providing requested documents to the Staff Representative. The Union Staff Representative shall not interfere with the performance of work or duties of employees and shall be responsible for observing all safety standards and confidentiality requirements at the work site or location.

Section 5.3 Steward Release Time Union representatives, designated in accordance with the provisions herein, upon presentation of proper advance notice to their supervisor, shall be allowed reasonable release time for the investigation and presentation of grievances and for mutually scheduled meetings with the Employer for the resolution of disputes arising under this Agreement. Such time may, at the request of the employee, be designated vacation leave or unpaid time off. In no event are Union Officials entitled to be paid by the Employer during time they spent acting in the capacity of Union Representative or Steward outside their normal schedule work hours. Representatives who, while on duty, attend mutually scheduled meetings with the Employer for the purpose of resolving disputes arising under this agreement, will not lose pay for attending the meetings.

Section 5.4 Union Meetings The Employer shall allow the Union to hold no more than one (1) Union meeting per month at an approved County location. The Union must provide to the Employer at least two (2) weeks prior notice to such meeting. The Union is solely responsible for housekeeping duties while using such facility.

Section 5.5 Bulletin Board The Employer agrees to provide a bulletin board for use by the Union. All union notices, which appear on the bulletin boards, shall be posted, and removed by the Union President or his/her designee. No material may be posted on the Union bulletin boards that contain the following-

- Personal attacks upon any employee
- Scandalous, scurrilous or derogatory attacks upon the administration
- Attacks on any other employee organization, regardless of whether the organization has local membership; or,
- Attacks on and/or favorable comments regarding a candidate for public office, or for office in an employee organization.

Section 5.6 Ballot Box The Union shall be permitted, upon prior notification to the County, 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.

ARTICLE 6 – DUES DEDUCTION

Section 6.1 Dues Deductions 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. The Employer shall be relieved from making such deductions upon an employee's: (1) termination of employment; (2) transfer to a job outside the Bargaining Unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization by the employee.

Section 6.2 Agency Fee Employees who have not joined and do not wish to join the Union must, after they have completed thirty-one (31) days of continued employment, pay to the Union an agency shop fee and no other charges as a contribution toward the administration of this Agreement. This Agency fee will consist of eighty-one percent (81%) of the total amount of dues deduction paid by a member in good standing.

Section 6.3 Union; Dues Card, Amount, or Increases 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. One (1) month advance notice must be given to the Employer or designee prior to making any changes in an individual's dues deduction and such changes are limited to only one change in any six (6) month period. 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 6.4 Auditor; Dues 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 National Association of Government Employees, Attn: Comptroller, 159 Burgin Parkway, Quincy, MA 02169. Included with this transmission should be a list of all Members who have paid Dues for that pay period.

Section 6.5 Deductions Begin Deductions for dues shall begin on the thirty-first (31) day of employment.

Section 6.6 Harmless of Monies; Employer The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the County harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 7 – NO STRIKE NO LOCKOUT

Section 7.1 No Strike The Union will not authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown or other withholding of services. Further, no employee in the bargaining unit shall authorize, instigate, aid, condone or engage in a strike, work stoppage,

slowdown, sympathy strike, or other withholding of services. In the event of a violation of this section, the Union will affirmatively act to require employees to return to work and fully perform their duties. Notice of violation of this Article may be given to any union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action up to and including discharge.

Section 7.2 No Lockout During the term of this Agreement the Employer shall not lock out any member of the bargaining unit.

ARTICLE 8 - PROBATION

Section 8.1 Probationary Period Newly hired employees and employees transferred into the bargaining unit must complete a probationary period of six (6) months.

Section 8.2 Discharge Newly hired or transferred probationary employees may be discharged 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.

Section 8.3 Absence During Employees who are absent or on leave during their probationary period for a period of more than twenty-four (24) hours shall have their probationary period extended by the period of the leave.

Section 8.4 Extension A probationary period may be extended up to three (3) additional months upon mutual consent in writing, by the employer and employee.

ARTICLE 9 – CORRECTIVE ACTION

Section 9.1 Employee Discipline or Discharge No Employee shall be disciplined or discharged without Just Cause.

Section 9.2 Work 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 9.3 Absence Without Leave An employee who is absent for all or part of a scheduled workday without leave is subject to the disciplinary policy. 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 practice or policy on absences without leave.

Section 9.4 Types of Discipline Examples of the types of discipline that may be imposed under this Article are:

Oral reprimand

Written reprimand
Suspension (Paid or unpaid)
Discharge

The Union recognizes the right of the Employer to require an employee to attend counseling such as anger-management courses and/or drug and alcohol treatment. An instruction to attend such classes shall not be considered discipline and shall not be subject to arbitration.

Section 9.5 Pre-Disciplinary Procedure Before imposing discipline above a written reprimand, the Administrator or designee shall notify the employee, in writing, of the charges against him and hold a pre-disciplinary meeting with the employee to give the employee an opportunity to challenge the reason for the intended action or to otherwise explain his behavior. The employee has the right to be accompanied at the meeting by one representative of the employee's own choosing. The Administrator or designee may impose reasonable rules on the length of the meeting and the conduct of the participants.

If the Administrator or designee determines that the employee's continued employment prior to the meeting poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee without pay for up to five days and while pending the pre-disciplinary conference to determine final disciplinary action. If in such a situation, the Administrator determines that no discipline above a written reprimand is appropriate, the employee shall receive back-pay and fringe benefits for the period of suspension.

The Employer is not prohibited by the terms of this Agreement from placing an employee on administrative leave with pay pending investigation and/or pre-disciplinary meeting.

Section 9.6 Employee Contesting Disciplinary Action Through Grievance 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 procedure. Oral and written reprimands are not subject to the arbitration step of the grievance procedure.

Section 9.7 Disciplinary Records A copy of any record of disciplinary action that has been placed in the employee's file shall be provided to the employee at the time of placement. In the event that no intervening discipline is issued to the employee, the following shall apply:

Oral reprimands will cease to have force and effect after six (6) months.

Written reprimands will cease to have force and effect after twelve (12) months;

Records of suspensions will cease to have force and effect after twenty-four (24) months.

Dead File – 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 10 - PERSONNEL FILES

Section 10.1 Review Employees will be allowed to review their personnel file review at any reasonable time upon written request to the Employer and in the presence of the Administrator or designee. The Employer will comply with Ohio and federal law in the release of personal information.

Section 10.2 Inaccuracies Should any employee have reason to believe that there are inaccuracies in documents contained in his 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 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 11 - VACANCIES & ASSIGNMENTS

Section 11.1 Vacancy A vacancy occurs when the Employer intends to fill an existing bargaining unit position which has become available on an indefinite basis, or when the Employer intends to add a permanent position to an existing classification. Any time a position is posted, the posted position shall be filled according to the criteria set forth below.

Section 11.2 Filling of Vacancies The Employer will fill vacancies as follows:

1. Posting. Except as provided below, the Administrator or designee shall post the vacancy notice, naming the available job. The posting shall be for fourteen, (14) calendar days. Interested candidates must submit a letter of intent to the Administrator or designee by the end of the posting period.
2. Selection. The Administrator or designee shall select the candidate he deems most qualified based on the job related experience, training, test results, disciplinary history, and educational background needed to perform the duties of the posted job. If no bargaining unit member applies for the position or, there are no qualified bargaining unit members, the Employer may fill the position at its discretion.
3. If more than one person meets all the qualifications in (2), then seniority will be the deciding factor.

Section 11.3 Transfers and Assignments The Administrator has authority to determine all transfers and assignments.

ARTICLE 12 - CONFORMITY TO LAW

Section 12.1 Supersedes Laws Unless otherwise specified herein, the parties intend this Agreement to supersede all rules and regulations of the Ohio Department of Administrative Services, the State Personnel Board of Review and all civil service statutes, pertaining to wages, hours, and terms and conditions of employment. The parties agree this Agreement shall also supersede the provisions of the Ohio Revised Code applying to county employees, except that O.R.C. § 124.57, pertaining to partisan political activity, shall apply to bargaining unit members

This Agreement also supersedes all county resolutions, rules, and regulations that directly conflict with provisions of this Agreement. Notwithstanding the foregoing, this Agreement is subject to all applicable state and federal laws and regulations except where the law permits this Agreement to supersede.

Section 12.2 Invalidity of Section 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 12.3 Effect Of Invalidity The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to negotiate replacement language on the same matter within thirty (30) days.

ARTICLE 13- LABOR RELATIONS MEETING

Section 13.1 Meetings Needed In the interest of sound labor relations, the Director or his designee(s) shall, upon request, 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 13.2 Meeting Notification And Proposed 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 designee.

The purpose of such meetings shall be to-

Discuss the *administration of this Agreement*;

Notify the Union of changes made by the Employer, which effect bargaining unit members of the Union;

Discuss the grievances, which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed upon by both parties;

Disseminate general information of interest to the parties;

Discuss ways to increase productivity and improve efficiency;

Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and

Consider and discuss health and safety matters relating to employees.

Matters involving interpretation of the Agreement shall not be subject to Labor-Management Committee. Nothing herein shall be interpreted or construed to waive or preempt management rights as set forth in this Agreement or in state or federal law. Unless otherwise grievable, an issue will not become grievable simply because it is discussed at a labor-management meeting.

Section 13.3 Special Labor Relations Meetings If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 13.4 Labor / Management Meetings Time Limit Labor/management meetings are not to be negotiation sessions to alter or amend the basic Agreement. Neither party is required to continue meeting after the third hour.

ARTICLE 14 – STANDARD OPERATING GUIDELINES

Section 14.1 Copy Of SOG's Given To IAEP Prior To Enforcement The Director agrees that SOG's shall be reduced to writing and a copy given to the local President or designee at least thirty (30) days in advance of their enforcement. SOG's shall not violate this Agreement.

ARTICLE 15 – GRIEVANCE PROCEDURE

Section 15.1 General 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.

Section 15.2 Definitions 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 Administrator 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 Employer within the applicable time requirements, the grievance shall proceed to the next successive grievance step.

1. “Grievant” means an employee or the IAEP.
2. “Days” means calendar days.

Section 15.3 Representation 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 15.4 Steps

1. **Step 1 Assistant Administrator** The grievant must file a written grievance with the Assistant Administrator or designee within fourteen (14) days of when the grievant had constructive or actual knowledge 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 Assistant Administrator or designee will meet with the IAEP representative and/or the grievant within fourteen (14) days, and will submit a written decision to the Union within fourteen (14) days.

2. **Step 2 Administrator** The grievant must file the written grievance with the Administrator or designee within fourteen (14) days of when the grievant or Union received the written Step 1 Response.

The Administrator or designee will meet with the IAEP representative and/or the grievant within fourteen (14) days, and will submit a written decision to the Union within fourteen (14) days.

If the Assistant Administrator or Administrator position is vacant, the Board of County Commissioners will appoint one (1) Commissioner to serve as step two in the grievance process.

3. **Step 3 Arbitration** If the parties are unable to satisfactorily resolve the grievance at Step 1 or Step 2 of the Grievance Procedure and the IAEP determines to proceed to arbitration, it may be appealed to a mutually selected arbitrator. Such appeal must be presented to the Administrator by the IAEP, in writing, within fourteen (14) days from receipt of the Administrator's response to the grievance. FMCS shall be requested to submit a panel of fourteen (14) 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.

Jurisdiction of the Arbitrator. The arbitrator's jurisdiction is strictly within the four corners of this Agreement. The Arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The Arbitrator shall not grant relief that extends beyond the termination date of this Agreement. The Arbitrator may not make an award or decision that in effect grants either party that which it was unable clearly to secure during past collective bargaining negotiations. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted. The arbitrator shall not issue personal observations or declarations of personal opinion that are not directly essential in reaching a decision on the issue(s) in question. The Arbitrator shall not change wage rates already in effect pursuant to this Agreement. The arbitrator shall have no power to decide any questions that, under this Agreement, are solely within the responsibility of management to decide and not in conflict with the Agreement. Except to the extent modified by this Agreement, no decision by an Arbitrator shall be inconsistent with law.

ARTICLE 16 – SENIORITY

Section 16.1 Seniority Departmental seniority shall be computed from the date of hire on the basis of uninterrupted length of service with Meigs County EMS in either a full or part time position. When an employee takes an approved unpaid leave of absence, his/her seniority date shall be changed by the period of time during which he/she was on leave. The amount of time spent as either a full-time or part-time employee shall determine the employee's overall departmental seniority. A full-time employee is senior to any part-time employee.

Section 16.2 Application "Seniority" as defined in this Article shall apply wherever the term is used in this Agreement.

Section 16.3 Break in Service The following will be considered breaks in continuous service if an employee:

1. Quits;
2. Retires;
3. Is terminated for just cause;
4. Refused recall after layoff;
5. Accepts a managerial position, and bids back into the bargaining unit, the time spent in the managerial position will not be counted for the purposes of seniority.

Section 16.4 Loss of Seniority An employee who accepts a managerial position, and remains in that position for more than ninety (90) calendar days shall lose all seniority should he return to the bargaining unit.

Section 16.5 Ties Ties in seniority shall be broken by placing the names of the employees in question in a container and having the employees present during the drawing. When more than two (2) employees are in question, the order that the names are drawn will determine the order of seniority. If two (2) part-time employees are hired for full-time positions on the same date, their seniority date will be determined by their original date of hire with Meigs County EMS.

Section 16.6 Posting of the List The Employer shall post an updated seniority list one (1) time per year at its main base of operations.

ARTICLE 17 - LAYOFFS

Section 17.1 Layoffs, or Recalls After Layoffs The employer will determine how many layoffs and in which of the following classifications, layoffs will occur: Paramedics, EMT – I, EMT – B. Layoffs, or recalls after layoffs, will be determined by seniority. The least senior employee shall be laid off first and the most senior employee shall be recalled first. Part-time employees shall be laid-off before any full-time employees.

Section 17.2 Recall Rights Recall rights shall exist for one (1) year from the effective date of the layoff.

Section 17.3 Labor Relations Meeting, Prior to Layoff 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 Section Special Labor Relations Meetings, of this Agreement.

ARTICLE 18 – SAFETY AND HEALTH

Section 18.1 General 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.

ARTICLE 19 – UNIFORMS

Section 19.1 Probationary Employees: The County agrees to provide full-time and part-time non-dispatch probationary employees with one pair of pants, and one summer or one winter shirt, as applicable, upon hire. The County agrees to provide probationary dispatch employees with one shirt, upon hire. All probationary employees who receive uniforms shall be required to submit a \$50.00 deposit, to be deducted from their first paycheck. The deposit shall be returned when the employee either successfully passes his probationary period or returns all uniforms provided.

Section 19.2 Uniforms Upon completion of an employee's probationary period, the County will provide additional clothing so that all non-probationary, first year employees will receive the aggregate of the following:

- (a) Full-time, non dispatch: two (2) pairs of pants, two (2) summer shirts, two (2) winter shirts.
- (b) Part-time non-dispatch: one (1) winter shirt, one (1) pair of pants, and one (1) summer shirt.
- (c) Full-time dispatch: four shirts
- (d) Part-time dispatch: two shirts

The above items will be re-issued once per year, at such time, employees are required to turn in all worn clothing.

Non-probationary bargaining unit members will be provided one (1) jacket.

Section 19.3 IAEP Logo Shirts: The Employer will permit bargaining unit members to wear appropriate color polo / t-shirts / pullovers with the IAEP Logo with MCEMS while on duty.

Section 19.2 Replacement The County agrees to replace items issued as part of the required uniform that are damaged in the course and scope of employment. The Administrator 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 while they are not on duty at Meigs County EMS except that employees may wear the items while travelling to and from work. All items must be returned to the Employer upon an employee's separation from employment.

ARTICLE 20 - UNPAID LEAVES OF ABSENCE

Section 20.1 Voluntary Disability Leave An employee may request a voluntary unpaid disability leave for up to one (1) year if he continues to be injured, ill, or physically or mentally incapacitated to include incapacity resulting from medical conditions relating to pregnancy, child birth, or post partum recovery, from the performance of the regular duties of his position after he has exhausted his accumulated paid leave.

Section 20.2 Involuntary Disability Leave The Administrator may place an employee on an involuntary unpaid disability leave after he has exhausted his paid leave if, after an informal hearing concerning his condition, the Administrator 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 Administrator 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.

Section 20.3 Reinstatement Rights Within one (1) year from the effective date of the unpaid disability leave, the employee may apply for reinstatement. The employee's application for reinstatement must be accompanied by a return to work release signed by the employee's treating medical practitioner. Prior to reinstatement, the Administrator may require examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, of the County's own choice. The County shall pay for such examination. If the two medical opinions differ, the parties will mutually agree upon a third medical practitioner, paid by the County, whose decision will be final.

Section 20.4 Family and Medical Leave The Employer may implement all aspects of the Family and Medical Leave Act in its discretion to the extent allowed by and not inconsistent with this Agreement and the Act.

Section 20.5 Military Leave Military Leave will be administered in accordance with the Ohio Revised Code Section 5963.061.

Section 20.6 Light Duty In its discretion the Employer may offer light duty work to employees with workplace injuries. Such light duty may be offered in accordance with information submitted by the employee's medical provider, the Bureau of Workers' Compensation, and County operational needs.

ARTICLE 21 – PAID LEAVES

Section 21.1 Sick Leave Each employee shall earn .0575 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 the Corrective Action section of this Agreement.

- A. Transfer** An 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 as defined in section B(1).
- C. Abuse** Abuse or patterned use of sick leave may be grounds for disciplinary action. Any employee who is reasonably suspected of abusing sick leave may be required to submit a physician's statement with requests for sick leave prior to the approval of sick leave usage.
- D. Reporting** An employee who is absent due to one of the above reasons must report his absence not later than two hours before his shift begins.
- E. Scheduling** When possible, employees shall schedule sick leave use in advance and at times least likely to interfere with their work schedule (ex: doctor's appointments).
- F. Deductions** Sick leave use scheduled in advance 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. Employees who work a forty-eight hour schedule, using sick leave as a result of calling off from work, shall be required to use sick leave in one eight hour block or one twenty-four hour block. The employee calling off must inform the employer at the time of the call-off whether they are to be out for eight hours or twenty-four hours.
- G. Death of Employee** Upon death of an employee, up to two-hundred forty (240) hours of 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.
- H. Accumulation During Overtime** Sick leave hours shall not accumulate during overtime.

a. Dispatchers - Full-time dispatchers who work thirty-six hours one week and forty-eight hours the next week may accumulate sick leave during their first four hours of regularly-scheduled overtime to avoid accruing sick leave on a less than full time, eighty-hour, basis. Sick leave hours shall not accumulate during any overtime worked above and beyond an eighty hour bi-weekly work schedule

I. Medical Release Employees who are sick for more than two scheduled consecutive shifts are required to submit a medical release (doctor's note) upon their return to work. An employee who requests sick leave immediately prior or subsequent to using vacation or compensatory time shall provide the Employer a medical release before being granted the approved sick leave.

Section 21.2 Funeral Leave In the event of death in an employee's immediate family (defined as the employee's spouse, child, stepchild, foster child, parent, stepparent, mother-in-law, father-in-law, sister, brother, stepsister, stepbrother, grandparent, grand-parent in law, grandchild, brother-in-law and sister-in-law), funeral leave will be paid, provided the employee has worked for the Employer for more than ninety (90) days.

Eligible employees will be paid at the employee's regular rate of pay for up to twenty-four, (24) hours in a five (5) day period. Payment will be limited to those days on which the employee was scheduled to work, and the amount of pay will be limited to the actual number of hours the employee was scheduled to work.

At the Employer's discretion, time off without pay may be granted in cases of bereavement for individuals not included in the definition of immediate family.

Section 21.3 Jury Duty Leave Employees may be excused from work for jury duty. If an employee's jury duty is concluded prior to the completion of the employee's regularly scheduled workday, he must return to work for the remainder of the workday.

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 duty supervisor 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.

ARTICLE 22- HOURS OF WORK AND OVERTIME

Section 22.1 EMT/Medic Schedule The Employer will conduct a shift bid based on seniority and operational needs. The Employer shall create the schedule for that shift bid based on the following:

1. Fulltime and Part-time Set Scheduled Shifts:
 - i. Fulltime

- a. Divided into 2 classes, FT Medic and FT EMT;
- b. FT EMT set shifts will be awarded based on FT seniority, and if this is not applicable, then by overall seniority subject to operational needs;
- c. FT Medic set shifts will be awarded based on FT seniority, and if this is not applicable, then on overall seniority subject to operational needs;
- d. Shifts may be traded by bargaining unit members upon written agreement of both parties and upon authorization by the Administrator or designee;
- e. Shifts will be from 0800-0800 hours;
- f. Medics may serve in EMT set shifts.

2. Fulltime Set Shifts

i. FT Medic EMT

a. Medic 2

Shift

A - Sunday and Thursday

B - Monday and Friday

C - Tuesday and Saturday

G - Float Medic - Wednesday

b. Medic 5

Shift

D - Monday and Thursday

E - Tuesday and Friday

F - Wednesday and Saturday

G - Float Medic - Sunday

Shifts that are not filled by fulltime employees will be filled by part-time employees.

Section 22.2 Maintenance / Dispatcher Schedule Subject to operational needs, the schedule in effect at the time of execution of this Agreement will remain in effect.

Section 22.3 Posting of Schedules The Employer will make a good faith effort to post work schedules covering not less than a twenty-eight (28) calendar day period fifteen (15) calendar days in advance of their effective date. Employees shall submit availability no later than the fifth (5th) day each month.

Section 22.4 Overtime All hours actually worked in excess of forty (40) hours per week, shall be considered overtime and shall be compensated at the rate of one and one-half (1-1/2) times his regular straight time hourly rate of pay. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid.

1. Overtime may be necessary and required. Employees may be required to work past their scheduled shift when the Administrator, or designee, determines the employee's presence is necessary.
2. Prescheduled overtime opportunities will be offered as far in advance as is practicable. Overtime will be distributed among all employees on a rotating basis, starting with the most senior employee.

Section 22.5 Compensatory Time Employees may elect to accept compensatory time off in lieu of overtime pay. Compensatory time shall be credited at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of forty-eight (48) hours at any given time. Once an employee accumulates forty-eight (48) hours of compensatory time, any future overtime hours worked shall be compensated with overtime pay. Twenty-four (24) hours of compensatory time or less must be requested forty-eight hours in advance. More than twenty-four (24) hours of compensatory time must be requested at least seven (7) calendar days in advance unless filled by the employee in accordance with Employer's standard operating procedures.

Section 22.6 Scheduling Restrictions Other than in the Maintenance Department, no more than two employees may be scheduled off (whether for compensatory time, vacation leave, pre-scheduled sick leave) on any single day.

Section 22.7 Holdovers A holdover is defined as hours worked by an employee immediately after the scheduled conclusion of his shift due to an Employer mandate. The Employer will make a reasonable effort to avoid holding over employees. In the event an employee is to be held over on a mandatory basis, the Employer will notify the employee prior to the end of his scheduled shift.

ARTICLE 23 – VACATIONS

Section 23.1 Accrual Fulltime employees shall accrue vacation leave by pay period at the annual rate set forth below, based upon years of service of continuous service with the Meigs County EMS. A new fulltime employee shall accrue vacation leave during the first year of service but shall not be entitled to use any vacation time until completion of one year of service with Meigs County EMS. An employee shall not earn his full vacation accrual in a given pay period unless he is in full pay status (i.e. on duty or on approved leave with pay, including sick leave, vacation, injury leave, bereavement leave, compensatory time leave, and holidays) in the entire pay period. In the event a fulltime employee is not in full pay status during the entire pay period, he shall accrue vacation leave on a pro-rated basis for the part of the pay period for which an employee is on duty or on approved leave with pay.

Section 23.2 Schedule of Benefits Each fulltime employee shall be entitled to vacation leave based upon the following vacation accrual schedule:

All Employees

1 to 8 years service - 80 hours

9 to 15 years service - 120 hours

16 to 24 years service - 160 hours

25 or more years of service - 200 hours

Section 23.3 Unpaid Status No vacation is earned while an employee is on layoff or in an unpaid leave status.

Section 23.4 Approval of Leave The granting of vacation leave is subject to the approval of the Director. Vacation schedules will be arranged pursuant to the applicable SOG.

Section 23.5 Death of Employee In the case of an employee's death, all 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 23.6 Carry-Over An employee may carry over earned vacation leave for up to three years with the approval of the Director.

ARTICLE 24 – HOLIDAYS

A. Full time employees will receive eight (8) hours of regular pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	9/11
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

All employees who work on a holiday will receive time and one half for up to eight (8) hours of time actually worked on the holiday.

ARTICLE 25 – TRAINING

Section 25.1 Compensation The County will compensate fulltime employees for up to sixteen, (16), hours per year for training courses not offered in-house and required to maintain the fulltime employee's individual state certifications. If the training course is not offered in-house, the County will compensate fulltime employees for the course taken off site. Fulltime employees must receive prior approval before taking an off-site course and must submit proof of attendance upon completion.

ARTICLE 26 – HEALTH INSURANCE

Section 26.1 Coverage The Employer shall provide group medical insurance coverage to the full-time employees of the Meigs County EMS that is equivalent or similar to the coverage that is in place at the time of this Agreement.

It is further agreed and understood that during the term of this Agreement, that individual carriers/providers may, through no fault of the County, Employer, Union, or employees, cease coverage. The Union further recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage of benefits, which measures may be used to maintain or lessen premium costs.

Section 26.2 Premiums For the duration of this Agreement, the Employer shall pay the same percentage of the total monthly premium amount for single coverage and family coverage for full-time employees that the Employer pays for such employees at the date of execution of this Agreement.

Section 26.3 Committee Meetings A union representative will be notified of and permitted to attend the Meigs County insurance committee meetings for the purposes of seeking employee input on any insurance benefit provided to bargaining unit employees. The bargaining unit employee who participates in such committee or procedure shall be selected by the Union.

ARTICLE 27 – WAGES

Section 27.1 Wages; Permanent Full and Part-time Effective May 30, 2010, the following pay rates will be paid to bargaining unit employees who have passed their probationary periods:

	<u>Current</u>	<u>2010</u>	<u>2011</u>
1. EMT-Basic	\$8.51	\$8.76	\$9.01
2. EMT-Intermediate	\$9.10	\$9.35	\$9.60
3. EMT-Paramedic	\$11.45	\$11.70	\$11.95
4. Dispatcher/Maintenance		\$.25	\$.25

ARTICLE 28 - SUBCONTRACTING SERVICES

In the event the Employer seeks to contract the services currently provided by the members of the bargaining team, it must first provide notice of at least 90 days prior to the final decisions. During that time, the union will be afforded the opportunity to meet and discuss the

pending contracting out of services. The union and the employer will discuss the quality and efficiency of providing the services by another entity.

The union will be allowed to demonstrate that it can provide the quality of services within the efficiencies desired by the employer. If the employer rejects the union's claims to maintain their provision of the services, the union can appeal that decision to final and binding arbitration. Pending the decision of the arbitrator, the ER may implement its decision. If the arbitrator rules in favor of the union, the ER will have to retroactively make the members of the union whole.

ARTICLE 29 – SCOPE & SEVERABILITY

Section 29.1 Supersedes Prior Oral and Written Agreements This Agreement supersedes all previous oral and written agreements and constitutes the entire agreement of the parties.

Section 29.2 No Additional Bargaining During Term of Agreement 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 30 - DURATION

This Agreement shall be for two (2) years from May 30, 2010.

INTERNATIONAL ASSOCIATION
of EMTs AND PARAMEDICS, NAGE-
SEIU

MEIGS COUNTY

BY:

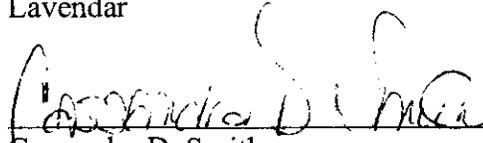


Steven H. Weigand, National Rep.

Jamie Jones, President



Danny Davis, Vice President
Lavendar



Cassandra D. Smith

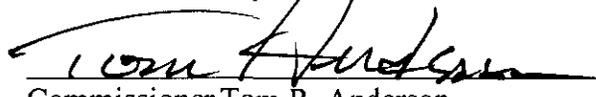


Lowell A. Ridenour

BY:



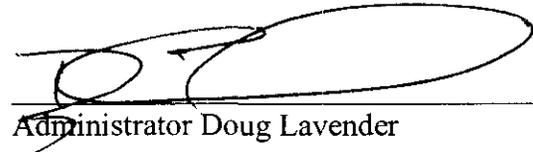
Commissioner Mick Davenport



Commissioner Tom R. Anderson



Commissioner Michael W. Bartrum



Administrator Doug Lavender