



**AGREEMENT BETWEEN**  
**GALLIA COUNTY**  
**EMERGENCY SERVICES**  
**AND**  
**UNITED MINE WORKERS OF AMERICA**

**Effective February 14, 2013 – February 13, 2016**

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**ARTICLE 1**  
**POLICY STATEMENT**

**Section 1.1.** This Agreement entered into by the Gallia County Emergency Medical Service, (EMS), hereinafter referred to as the "Employer," and the United Mine Workers of America AFL/CIO, hereinafter referred to as the "Union," has the following purpose.

- A. To promote cooperation and constructive harmonious relations between the Employer, its employees, and the Union;
- B. To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the full and complete understanding and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein;
- C. To prevent interruption of work and interference with the efficient operations of emergency medical services in Gallia County;
- D. To establish a procedure for the peaceful resolution of grievances.

**Section 1.2.** The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced in writing, dated and signed by the parties to this Agreement.

**Section 1.3.** This Agreement supersedes and replaces all pertinent statutes, rules, and regulations of which it has authority to supersede and replace where this Agreement is silent, the provisions of applicable law shall prevail.

Should any portion of the Agreement contained herein be declared invalid by operation of the law or by a court of competent jurisdiction, such invalidation of such part of provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1.** Gallia County E.M.S., which will be referred to as the Employer or management throughout this Agreement, recognizes the United Mine Workers of America, AFL-CIO, which will be referred to as the Union, as the sole and exclusive bargaining representative for all full-time and regular part-time basic and advanced emergency medical technicians (EMTs), paramedics, dispatchers, and clerk, payroll clerk, accounts payable clerk, secretaries as defined by the certification of the bargaining unit by SERB in Case # 95-REP-01-0009 and # 95-REP-01-0010.

Excluded: All managers, guards, and professional and casual employees, confidential, employees, and supervisor as defined by Ohio Collective Bargaining Agreement Act.

**Section 2.2.** It is understood that this Agreement is a multiple unit Agreement, entered into voluntarily by the parties, and that no future obligation exists that would require the parties to bargain for these units in separate negotiations.

### **ARTICLE 3** **UNION MEMBERSHIP AND DUES DEDUCTION**

**Section 3.1.** The United Mine Workers of America will notify the Employer of the dues or contract service fee to be deducted.

**Section 3.2.** The Employer agrees to authorize the Auditor to deduct membership dues in the amount requested once each month from the pay of any employee in the bargaining units who have authorized the same in writing. In the event that an employee does not work or earn sufficient monies in the pay period in which dues or contract service fees are deducted, they will be carried over to the next dues deduction period and will continue until all dues owed are collected.

**Section 3.3.** Effective sixty-one (61) days from the employee's date of hire, or the date this Agreement is signed by both parties, whichever is later, a bargaining unit employee, both present and future, who is not or does not become a member of the United Mine Workers of America during the term of this Agreement shall pay to the United Mine Workers of America, through payroll deduction as outlined in Section 3.1 above, a contract service fee for the duration of this Agreement. This provision shall not require any employee to become or remain a member of the United Mine Workers of America, nor shall the contract service fee exceed the dues paid by members of the bargaining unit that are members of the United Mine Workers of America. For purposes of the contract service fee, the payment does not require the written authorization of the employee.

**Section 3.4.** If an employee challenges the propriety of the United Mine Workers of America's use of such fee, deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117.09 (C).

**Section 3.5.** It is further agreed that the United Mine Workers of America shall defend and save the Employer harmless against any and all claims, demands, suits, and other forms of liability which may arise out of, or be by reason of action taken or not taken in, fulfilling the obligations imposed on the Employer under this section, except for failure to forward deducted fees. All fees deducted by the Employer from the pay of the employee shall be forwarded to the United Mine Workers of America within thirty (30) days to the Secretary Treasurer of the United Mine Workers of America, 8315 Lee Highway, Fairfax, VA 22031-2215.

**Section 3.6.**

- A. A member may withdraw authorization for dues deduction by directing their request in writing to the Employer and the United Mine Workers of America.
- B. Dues deductions shall cease upon the happening of any of the following events:
  - 1. Resignation or discharge of the employee;
  - 2. Expiration of this Agreement;
  - 3. Submission of a written request pursuant to (A) above;
  - 4. Transfer of the employee from the bargaining unit.
- C. No other employee organization's dues shall be deducted from the pay of any bargaining unit members during the life of this Agreement.

**ARTICLE 4**  
**UNION LITERATURE**

**Section 4.1.** The Union shall have the right to distribute literature on the premises of the Employer, provided it does not interfere with the operational requirements of the Agency.

**Section 4.2.** The Employer shall furnish two (2) locked bulletin boards for use by the Union to be placed at a mutually-agreed-upon location for the posting of Union literature.

**Section 4.3.** The Union agrees that all literature shall be limited to the following:

- A. Union social and recreational affairs;
- B. Notice of Union meetings;
- C. Notice of Union elections and appointments;
- D. Results of Union elections;
- E. Reports of any nonpolitical standing committees of the Union;
- F. Union newsletters and informational leaflets;
- G. Nonpolitical publications, rulings, or policies of the Union.

All other literature not covered in A through G above must receive prior approval of the Director or his designee. It is understood that no material posted shall contain anything libelous; scandalous, scurrilous, or political. In addition, no material will be posted which, contains attacks upon any employee or official of the county.

**Section 4.4.** Any allegations of Union abuse of bulletin boards shall be subject to discussion at the next labor/management meeting.

**ARTICLE 5**  
**UNION REPRESENTATION**

**Section 5.1.** The Director shall recognize a total of three (3) stewards and three (3) alternates per bargaining unit, one (1) per shift, to represent bargaining unit employees. An alternate is a bargaining unit employee chosen to act as steward when the regular steward is absent from work.

**Section 5.2.** The Union will supply the Director with a list of shop stewards and alternates.

**Section 5.3.** Any Union steward or other designated representatives shall not suffer any loss of pay when required to attend grievance hearings, arbitration hearings, labor/management meetings, or predisciplinary conferences in accordance with the provisions of this Agreement, when such meetings are scheduled during their normal work hours.

**Section 5.4.** The Union and the Employer jointly recognize that the first priority and mission of Gallia County EMS is the provision of quality care. The investigation and writing of grievances or other Union activities which Union representatives or employees undertake during work time will not interfere with the primary mission of the organization.

**Section 5.5.** Non-employee Union representatives will notify the Director of their presence at a work location.

**ARTICLE 6**  
**EMPLOYEE LISTS**

**Section 6.1.** Unless prohibited by ORC 149.43, the Employer shall provide the Union information on any new employees, including mailing address, job title, date of hire, and the name of any employees who have been removed from the roster.

**ARTICLE 7**  
**MANAGEMENT RIGHTS**

**Section 7.1.** The Union shall recognize the right and the authority of the Employer to administer the business of the Agency, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize that the Employer has and will retain the full rights and responsibility to direct the operations of the Agency, to promulgate reasonable rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including, but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for just cause, and maintain discipline among employees;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

- C. To determine the Agency's goals, objectives, programs, and services and to utilize personnel in a manner designed to effectively and efficiently meet the purposes;
- D. To determine the size and composition of the work force and the Agency's organizational structure, including the right to relieve employees from duty due to lack of work or austerity programs;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees, excepting those provisions specifically set forth within this Agreement;
- F. To determine when a job vacancy exists, the duties to be included in all job descriptions, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the Agency budget and uses thereof;
- I. To require employees to submit to examination by a physician in accordance with the rules and regulations of the Department of Administrative Services;
- J. To maintain the security of records and other pertinent information;
- K. To determine and implement necessary actions in emergency situations.

**Section 7.2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain in the function of the Employer. The above-enumerated rights shall not abridge and shall be consistent with the provisions of this Agreement.

**Section 7.3.** Nothing in this article shall be interpreted as a waiver by the Union or its bargaining unit members of their rights to question or challenge the legality of any exercise by the Employer of its rights before a process of third party adjudication or courts of competent jurisdiction. Nothing in this section shall prohibit the bargaining unit members from filing a grievance under Article 9 of this Agreement.

## **ARTICLE 8**

### **NONDISCRIMINATION**

**Section 8.1.** No person or persons or agencies responsible to the Employer nor the Union and its officers and members shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, age, disability, military status, or ancestry.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

**Section 9.1.** A grievance shall be defined as any dispute that arises between an employee and management with respect to the interpretation or application of this Agreement, or the rights, obligations, or liabilities under the Agreement of the parties covered herein. This grievance procedure specifically limits the process of review, appeal, grievance (as defined above), and redress to the grievance procedure herein, and the bargaining unit employees waive any right to appeal or review to the State Personnel Board of Review regarding the terms of this Agreement.

**Section 9.2.** A grievance can be initiated by the Union or any aggrieved bargaining unit member.

**Section 9.3.** The Union may designate not more than one (1) grievance representative and one (1) alternate per shift (as outlined in Section 5.1-Union Representation). The Union shall notify the Director in writing of the names of grievance representative and alternate within thirty (30) days of their appointment.

The authorized functions of the grievance representative, and a named alternate who shall serve as grievance representative in the absence or unavailability of the original representative, shall include the following:

- A. Representing the employee in investigating and processing grievance;
- B. Replacing a grievance representative who is absent or unavailable;
- C. General supervision and coordination of grievances in process on behalf of the Union and of the grievance representative;
- D. Act as liaison between the Employer's representatives and the Union on matters concerning grievances and this Agreement.

The grievance representative shall be released from his normal duties, upon approval of his/her supervisor, to participate in the aforementioned duties without loss of pay or benefits, when such duties can only be performed during his/her normal work hours. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his/her grievance or have it heard. The grievance representative shall notify his/her supervisor in advance of such duties.

**Section 9.4.** The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. All written grievances shall include: the name and position of the grievant, the identity of the provision of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, and a general statement of the grievance and the redress sought by the grievant.

- B. Each decision shall be transmitted to the grievant in writing. All appeals shall be rendered in writing at each step of the grievance procedure.
- C. If a grievance affects a group of employees working in different assignments with different principals, or associated with an employer-wide controversy, it may be submitted to Step 2, with all employees identified and bound by the outcome.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of management having a grievance to discuss the matter informally with any appropriate member of the Union, provided that the adjustment is not consistent with the terms of this Agreement.
- E. A grievant may, at his/her discretion, be accompanied at all steps of the grievance procedure by a representative of the Union; however, the Employer shall notify the Union of a grievance filed by a grievant who does not desire to be accompanied by a Union representative.
- F. Witnesses for either party may be requested to attend any step of this procedure except the informal step. If the witness is an on-duty employee, such employee may be called without loss of pay.

**Section 9.5.** Grievances shall be processed as expeditiously as possible. The number of days indicated at each step in the procedure shall be calendar days and shall be the maximum. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on a basis of the disposition at that step and further appeal shall be barred. Failure at any step of these procedures to communicate management's decision on a grievance within the specified time limits shall cause the grievance to automatically proceed to the next step.

**Section 9.6.**

- A. **Informal Procedure:** An employee having an individual grievance will first attempt to resolve it informally with his/her immediate supervisor. Such attempt at informal resolution shall be made by the employee within ten (10) calendar days following the events or circumstances giving rise to the grievance having occurred, or within ten (10) calendar days of when the events or circumstances should have become known to the employee. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered. At this step, there is no requirement that the grievance be submitted or responded to in writing. If a supervisor grants a grievance at verbal levels, written acknowledgment of granting such grievance must be furnished. If the employee is not satisfied with the oral response from his immediate supervisor, which shall be given within ten (10) calendar days of the submission of the grievance at this step, he/she may pursue the formal steps which follow. Before a grievance and proposed solution are placed in writing pursuant to Step 1, such grievance shall be screened by the grievance representative or appropriate alternate, if the employee intends to use Union representation in the procedure.

B. Formal Procedure:

Step 1-Director, or his/her designee:

1. Should the employee not be satisfied with the informal answer, within ten (10) calendar days thereafter, he/she may appeal the grievance to Step 1 by delivering a copy of the grievance form and any pertinent documents to the office of the Director. The Director or his/her designee shall date the form, accurately showing the date his/her office received the form.
2. Within ten (10) calendar days of his/her receipt of the grievance form, the Director, or his/her designee for this purpose, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievance representative, the employee, and the Union District Representative. The employee may bring the appropriate grievance representative(s) to the meeting. The Director and the employee may bring any appropriate witnesses.
3. In the meeting called for at this step, the Director, or his/her designee for this purpose, shall hear a full explanation of the grievance and the material facts relating thereof.
4. Within ten (10) calendar days of the meeting in this step, the Director shall submit to the grievance representative and the employee his/her written response to the grievance.

Step 2-Arbitration: If the grievant is not satisfied with the disposition of the grievances at Step 1, the Union District Representative may request a hearing before an arbitrator. The request for arbitration shall be made within ten (10) calendar days following either the receipt of the disposition of the grievance or the lapse of time in which the disposition should have been received under Step 1, whichever occurs first.

Within ten (10) calendar days of the request for arbitration, the Union District Representative will request the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators, and, within ten (10) calendar days of receipt of the list, the parties will choose one (1) arbitrator by the alternate striking method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall confine himself/herself to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the

grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The cost of the initial arbitration list shall be borne equally by the parties. However, if an additional list is requested, the requesting party shall be solely responsible for the FMCS application fee (list fee).

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of the witnesses shall be made in good faith.

The arbitrator's decision and award will be in writing and delivered as soon as possible from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties, except as is reviewable by provisions of the Ohio Revised Code.

#### **Section 9.7.**

- A. In the event the Union determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure on his/her own. However, only the Union may seek to arbitrate a grievance.
- B. An agreement between any employee and management that occurs when an employee participates in the grievance without the Union shall not be binding upon the Union.
- C. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to the effect, or by permitting the time requirements at any step to lapse without further appeal.
- D. No employee may be represented in this grievance procedure by any Union organization other than the United Mine Workers of America, Inc.
- E. No records, documents, or communications concerning a grievance shall be placed in the personnel file solely because an employee participated in this procedure,
- F. The forms for processing grievances shall be made available through the Gallia County EMS Office and the Union.

### **ARTICLE 10** **DISCIPLINE**

**Section 10.1.** Discipline is defined as an action taken by the Employer against an employee for violation of this Agreement, and/or violation of the rules, policies, and regulations of the Gallia County EMS.

**Section 10.2.** Discipline will be for just cause and normally will be progressive in nature and aimed at improving the employee's performance or conduct; however, penalties shall and can be adjusted to fit the violation or conduct so long as they are not indiscriminately applied.

**Section 10.3.** Progressive may be as follows:

- A. Verbal warning;
- B. Written reprimand;
- C. Suspension not to exceed two (2) shifts;
- D. Dismissal.
- E. All records or corrective action shall be removed from the employee's file after twelve (12) months and maintained by the Employer in an alternative file according to the Ohio Public Records Law, provided in the event there are no intervening actions of the same type during that time period and shall not be considered thereafter.

**Section 10.4.** Any employee has the right to have a Union officer or steward present during any conference involving corrective action (excluding verbal warning) and/or predisciplinary hearing.

**Section 10.5.** Disciplinary action will be taken within twenty-one (21) days for a reprimand and verbal warning, and forty-five (45) days for any other corrective action, of the date the Employer becomes aware, or should have reasonably become aware, of the alleged offense.

**Section 10.6.** The procedure for any proposed suspension or dismissal shall be as follows:

- A. The Director, or his/her designee, shall serve the affected employee and the Union with written notification of pending suspension or dismissal. Such notification shall cite the charges against him/her, the evidence upon which the charges were based, and the anticipated disciplinary action.
- B. A hearing shall take place before the Director or his/her designee. A Union representative may be present at the hearing. At said hearing, the evidence upon which the charges were based shall be presented, and the employee, with the assistance of his representative, shall be awarded a fair opportunity to be heard in opposition to the charges against him/her, including the right to question witnesses for or against him/her.
- C. The hearing will occur as soon as possible, but no sooner than twenty-four (24) hours, and not later than five (5) working days, when feasible, from notification provided in part (A) of this section; the parties recognizing that time is of the essence in the disciplinary procedure.
- D. A written explanation of the Director's decision shall be issued to the employee within five (5) working days.

**Section 10.7.** Verbal warnings which are noted in the employee's file and written reprimands are subject to appeal under the grievance procedure through Step 2 only. If suspension or dismissal is based upon prior verbal warning or written reprimand, and the suspension and/or

dismissal is before an arbitrator, then the merits of the written reprimand or verbal warning may be considered by the arbitrator as such relates to the subsequent discipline.

**Section 10.8.** All suspensions and dismissals are subject to appeal through the grievance procedure, including binding arbitration, subject to provisions of the Ohio Revised Code as it relates thereto, and such grievance shall be initiated at Step 2 of the grievance procedure.

## **ARTICLE 11** **PERSONNEL FILE**

**Section 11.1.** There may be only one (1) personnel file maintained by the Employer.

A. Every employee shall be allowed to review his/her personnel file at any reasonable time upon written request. An employee may also authorize his/her attorney or representative of the Union to review said employee's personnel file upon written request. Such request shall be made to the Director or his/her designee and review of the file shall be made in the presence of the Director or his/her designee.

Except for supervisory and administrative personnel with a legitimate need to know and administrative agencies or courts of competent jurisdiction which have subpoenaed them, personnel files shall not be made available for review by anyone except as provided by law.

B. Any employee may copy documents in his/her file. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to actual cost.

C. If, upon examining his/her personnel file, an employee has reason to believe that there are inaccuracies in documents contained therein, the employee may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the employee's contentions, the faulty document or inaccuracy will be removed or corrected. If the Employer disagrees with the employee's contention, the employee may utilize the grievance procedure to decide the validity of his/her contention.

D. Any employee's signature on a document shall mean he/she has seen the document and not that he/she agrees with its content, unless it is so stated on the document.

E. Records of written reprimands shall cease to have force and effect or be considered in future discipline matters twelve (12) full-time employees and twelve (12) months for part-time employees from the date of issuance, providing there are no intervening disciplinary actions of the same type during that time period. Outdated records shall be removed from the employee's personal file and be maintained by the Employer in an alternate file.

F. In any case in which an action of record is disaffirmed, the employee's personnel file shall clearly reflect such disaffirmance and the material removed.

- G. The parties hereby agree that this article shall be applied in compliance with ORC 149.43, the Ohio Public Records Law.
- H. A copy of all records dealing with discipline matter will be given to the employees before it is placed in his/her personnel file, and the employee given an opportunity to grieve its validity through the grievance procedure.

**ARTICLE 12**  
**LABOR/MANAGEMENT MEETINGS**

**Section 12.1.** In the interests of sound labor/management relations, the efficient operation of Gallia County EMS, and quality patient care, once every quarter year on a mutually agreeable day and time, representatives of the Employer and the Union shall meet to discuss matters addressed in Section 12.2 herein.

**Section 12.2.** An agenda will be furnished and/or exchanged at least five (5) days in advance of the scheduled meeting with a list of the topics to be discussed. The Union and the Employer shall also supply the names of the three (3) representatives who will be attending. Union employee representatives shall not suffer any loss of pay during attendance at such meetings scheduled during their normal working hours. The purposes of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to;
- C. Discuss ways to improve efficiency;
- D. Discuss health and safety matters relating to the employees, which shall include patient care services of the Gallia County EMS;
- E. Discuss proposed and current policies and procedures;
- F. Discuss or disseminate any other information of interest to the parties.

**Section 12.3.** Either party may request a special meeting by submitting a request in writing to the other party indicating the issue(s) to be discussed.

**ARTICLE 13**  
**MEDICAL REVIEW DISCIPLINARY ACTION**

**Section 13.1.** If a medical review is initiated by the Gallia County EMS Medical Director or Gallia County EMS Department, the following procedures shall be followed:

- A. The Gallia County EMS Medical Director or Gallia County EMS Director or his/her designee, shall investigate any allegations of negligence, incompetence, etc., by a Gallia County EMS employee.

- B. If said investigation is performed by the Gallia County EMS Director or his/her designee, and the Director believes a plausible act of negligence, incompetence, etc., has occurred, the Director shall inform the Medical Director of its content and his/her recommendation.
- C. If said investigation is performed by the Gallia County EMS Medical Director, and he/she determines that the allegations are plausible, he/she shall contact the Gallia County EMS Director and inform him/her of the allegations.
- D. The Gallia County EMS Medical Director and Gallia County EMS Director shall review said allegations, and if the allegations result in any disciplinary action, the employee and the local Union representative shall receive a complete copy of all documentation related to the investigation.

**Section 13.2.** The employee has the right to grieve any alleged improprieties associated with the investigation and disciplinary action.

**Section 13.3.** If an employee grieves the disciplinary actions taken pursuant to this article, the employee shall be placed on administrative leave of absence for the pendency of the grievance procedure.

If the disciplinary action is upheld, or the employee fails to grieve the action, the employee shall be subjected to the disciplinary action imposed from Gallia County EMS.

**Section 13.4.** If the Gallia County EMS Medical Director determines, along with the Gallia County EMS Director, that an employee needs remedial training due to said employee's lack of competency in certain matters, the employee shall be responsible for completion of the remedial training which will be arranged by the employee with assistance by the Employer if needed. The training shall be satisfactorily completed within six (6) months of the inception of the administrative leave, and all cost, if any, will be the responsibility of the employee.

**Section 13.5.** The parties recognize the legal rights and responsibilities of a physician to make all decisions regarding his/her medical license including but not limited to, determining content of protocols and use of these protocols by Gallia County EMS employees working under that physician's license. Any resolution under the grievance procedure cannot bind a physician to give up his/her rights and responsibilities to protect his/her license or usurp his/her professional judgment.

## **ARTICLE 14**

### **LAYOFF AND RECALL**

**Section 14.1.** When the Employer determines that a reduction in force within a classification is necessary, the Employer will notify the Union fifteen (15) days or earlier if practicable prior to layoff (s) to discuss possible alternatives and the impact of any impending layoff(s).

**Section 14.2.** Employees will be notified ten (10) days in advance of the effective date of the layoff(s).

**Section 14.3.** The Employer shall determine when layoff(s) will occur and layoff(s) of bargaining unit employees will be by seniority, as defined in Article 22, Section 22.1, within certification levels. Members with the least seniority will be laid off first. Ties in seniority for layoff and recall purposes shall be determined according to Article 22, Section 22.4. A full-time employee may opt to be realigned into a least senior part-time position. Said part-time employee will be laid off as a result.

**Section 14.4.** Written notice of recall from layoff shall be sent to the Union by regular mail, and the employee by certified mail, to employee's last known address with return receipt requested. Failure of an employee to contact the Employer within ten (10) calendar days after receipt of recall notice at the last known address, or from the return of the unclaimed or refused certified mail notice, shall constitute a forfeiture of an employee's right of recall.

**Section 14.5.** Employees in layoff status will be placed on a recall list for a period of thirty-six (36) months. Recall shall be in inverse order of the layoff; that is the last employee laid off will be recalled first. The employee will be responsible to maintain his/her certification level while on layoff status.

The Employer will allow said laid off employee to attend available training classes when an open position in said classes is available.

While any employee remains in the layoff status, no new employee will be hired for any position for which the laid off employee is qualified, unless the laid off employee has first been offered the position.

## **ARTICLE 15** **PROBATION PERIOD**

### **Section 15.1. New Hire Probationary Period.**

- A. Each newly hired employee shall serve a probationary period. Probationary periods shall be set at ninety (90) calendar days of the employee. Supervisors shall use the probationary period to observe closely and evaluate the employee's performance and aptitude for the job.
- B. The Director has the right to retain or dismiss those newly hired employees who have met or failed to meet acceptable work standards during the probationary period.
- C. A newly hired employee may be separated from employment at any time during the probationary period, without appeal.
- D. During an employee's probationary period, the employee shall be covered by the provisions of this Agreement, except that probationary discipline/termination/ reduction shall not be appealable through the grievance procedure.

### **Section 15.2. Promotional Probationary Periods.**

- A. The probationary period for newly promoted employees shall begin on the first day for which the employee receives compensation for the new position and shall continue for a period of ninety (90) days, excluding time spent on leaves of absence. In no case will a newly promoted employee serve less than a ninety (90) working day probationary period.
- B. However, a part-time employee who works an average of thirty-two (32) hours per week for the past six (6) months and is promoted within the same classification level, shall be exempted from a probationary period.
- C. A newly promoted probationary employee who fails to complete the ninety (90) calendar day probationary period shall be returned to his or her former position and shift. The reason for his or her failure will be reduced to writing and given to the employee. If the failed employee feels that they have been discriminated against, they may pursue their case through the grievance procedure on the basis of discrimination only.

**Section 15.3.** In the event a promoted employee does not make probation and is returned to his/her former position, any employees displaced as a result will not have the right of grievance relating to the formerly promoted employee being returned to their former position.

## **ARTICLE 16**

### **POLICIES AND PROCEDURES**

**Section 16.1.** The Union recognizes that the Director or his/her designee, in order to carry out his/her statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, and to amend such rules, policies, and procedures as necessary, consistent with statutory authority, to regulate the personal conduct of the Gallia County EMS service and programs.

**Section 16.2.** Any employee violating these rules, policies, or procedures may be subject to disciplinary action which shall be issued in accordance with the disciplinary article of this Agreement.

**Section 16.3.** Before instituting any new work rule or changing any existing work rule, the Director will provide the Union with a written copy of the proposed new or amended work rule at least seven (7) calendar days prior to its implementation.

**Section 16.4.** The Union shall have the right to challenge any work rule, which it feels is in violation of the Agreement, through the grievance procedure of this Agreement.

## **ARTICLE 17**

### **PAST PRACTICE**

**Section 17.1.** The Employer and the Union acknowledge that certain customs and practices presently exist with respect to the Employer's operations. When those customs and practices fall within management rights as set forth in the management rights article of this Agreement, the Employer agrees not to unilaterally alter them without notice and discussion with the Union.

**Section 17.2.** When those customs and practices do not fall within management rights as set forth in the management rights article of this Agreement, the Employer agrees not to alter them without prior notice to the Union and a meeting with the Union. The Union may utilize the grievance procedure if the practice violates any provision of this Agreement.

## **ARTICLE 18** **HEALTH AND SAFETY**

**Section 18.1.** It is the responsibility of the Employer to provide safe working conditions, tools, equipment, and working methods for its employees. The Employer shall make reasonable provisions for the safety of its employees, and agrees to comply with all applicable federal and state laws relating to such. The Union acknowledges the role of bargaining unit members in maintaining and improving the safety for all employees through mature and responsible operation of equipment and supplies. Employees are responsible for reporting to the Employer any unsafe conditions or practices which they are aware of, and for properly using and caring for all tools and equipment furnished by the Employer of which they have control over.

**Section 18.2.** No employee will be required to operate any vehicle or equipment that does not meet state or federal safety or inspection laws, or standards. It is understood that employees may be required to drive a vehicle not meeting such standards to a place to be repaired so long as they are not placed in imminent danger. No employee will be required to place himself/herself in imminent danger when responding to an emergency situation.

**Section 18.3.** A vehicle/equipment maintenance form will be filled out to report equipment or vehicles in need of repair. A copy will be given to the Director or his/her designee, and a copy will be given to the Union. Repairs will be made in a reasonable period of time. The Safety Committee will follow up on reporting forms and said reporting forms and said reporting shall be made on a daily basis.

## **ARTICLE 19** **JOB CLASSIFICATIONS**

**Section 19.1.** The Employer reserves the right to establish new job classifications, revise existing classifications, or eliminate existing classifications. The Employer agrees to provide the Union advance notice of the establishment of new classifications. This notice will be a minimum of seven (7) days' notice, during which time the Union can request a meeting with the Director to discuss the new classifications' inclusion or exclusion from the bargaining unit.

The Employer also agrees to provide advance notice to the Union of changes in existing job classifications or a reduction or elimination thereof, to allow the Union to discuss the impact of the changes upon the bargaining unit. In the event of a reduction within or the elimination of a classification, the affected employee(s) shall have the right to bump less senior bargaining unit employees.

**Section 19.2.** The Union may grieve said classification changes if the classification change results in a bargaining member being laid off or reduced in hours of service.

**ARTICLE 20**  
**MINIMUM EMPLOYMENT REQUIREMENTS**

**Section 20.1.** The minimum employment requirements for Gallia County EMS office personnel are as follows:

Completion of secondary education, supplemented by typing, bookkeeping, and general business office operations. The office personnel should also have two (2) years' clerical experience or its equivalent.

The minimum employment requirements for Gallia County EMS Emergency Medical Technicians are as follows:

EMT-A                      Must be certified by the State of Ohio as an EMT A as directed by the Ohio Revised Code Section 4765.57 and the Division of EMS.

EMT-Advanced            Must be certified by the State of Ohio as an EMT Advanced as directed by the Ohio Revised Code Section 4765.38 and the Division of EMS.

EMT-Paramedic            Must be certified by the State of Ohio as an EMT Paramedic as directed by the Ohio Revised Code Section 4765.349 and the Division of EMS.

All field personnel (EMT-A, EMT-Advanced, EMT-Paramedic) shall be required to be able to complete the physical requirements of their job classification as set forth by the State of Ohio and the Division of EMS.

**Section 20.2.** To maintain their Gallia County EMS employment status, the employee must be offered and complete at least one (1) shift in a twenty-eight (28) day period. If an employee fails to meet said standards, Gallia County EMS will consider such employee to having voluntarily terminated their working relationship with the Gallia County EMS. In meritorious situations, the Director may waive the time limits mentioned above, of which shall not be indiscriminately applied.

**Section 20.3.** First Responders/Rescue Members. To maintain their Gallia County EMS employment status, the employees have the right to take their names off of the call sheet with management approval.

**ARTICLE 21**  
**DRUG AND ALCOHOL TESTING**

**Section 21.1.** The public, Employer, and the employees have the absolute right to expect persons employed by Gallia County EMS to be free from the adverse effects of drug and alcohol, and that Gallia County EMS employees shall report for work fit and able for duty. The purpose of this article shall be to guarantee these principles while not violating the constitutional rights of the employees.

**Section 21.2.** Employees shall be prohibited from:

- A. Consumption of alcohol at any time during the workday or anywhere on any Gallia County EMS premises or job site, including but not limited to, Gallia County EMS buildings, properties, vehicles, and an employee's personal vehicle, while engaged in Gallia County business;
- B. Possession of alcohol at any time during the workday or anywhere on any Gallia County EMS premises or job sites, including Gallia County EMS buildings, properties, and/or vehicles;
- C. Possessing, using, selling, purchasing or delivering any illegal drugs except as may be necessary in the performance of duty;
- D. Failing to report to the employee's director any known adverse side effects of medication(s) or prescription drugs which the employee may be taking;
- E. Reporting for duty or remaining on duty to perform Gallia County EMS functions having an Alcohol concentration which exceeds the limits set forth in the Ohio Revised code for purpose of Ohio's driving-under-the-influence laws.

**Section 21.3.** The Gallia County EMS will require an employee to submit to an alcohol or drug test when the Employer has reasonable suspicion to believe the employee has violated the alcohol or drug use prohibitions. The cost of the alcohol and/or drug test(s) will be incurred by the Employer. "Reasonable suspicion" is the belief that the employee has violated the alcohol or drug use prohibitions, based on specific, articulable observations concerning the appearance, behavior, speech, or body odors of the person. If reasonable suspicion alcohol test is not administered within eight (8) hours following the observations, the Gallia County EMS will cease attempts to administer the tests. If reasonable suspicion drug test is not administered within thirty-two (32) hours following the observation, the Gallia County EMS will cease attempts to administer the tests.

**Section 21.4.** The Gallia County EMS shall provide the tested employee a written statement, within seventy-two (72) hours, explaining the basis of the reasonable suspicion which precipitated the need for the alcohol and drug use test.

**Section 21.5.** Any employee who is tested for alcohol and/or drug use pursuant to this article shall be placed on leave. The employee will be paid their regular hourly pay rate for all scheduled work hours missed while the Employer and employee await the result(s) of said test(s).

**Section 21.6.** An employee who has tested positive for alcohol and/or drugs, or refuses to take an alcohol and/or drug test pursuant to this Article, shall be eligible for substance abuse services offered through the Gallia County Group Health Insurance Plan. The employee is responsible for all costs not covered by the Group Plan.

If an employee receives substance abuse counseling per the Group Plan, said employee will not be terminated as a result of the positive alcohol or drug test; however, the employee will be placed on a two (2) year probation for drugs, and a one (1) year probation for alcohol. If the

employee again tests positive for either alcohol or drugs pursuant to this policy while on probation, the employee shall be terminated from his/her employment relationship with Gallia County EMS.

If an employee refuses to participate in or complete the substance abuse counseling, said employee shall be terminated from his/her employment with Gallia County EMS.

**Section 21.7.** The employee tested may grieve for any violation of this article. Such grievance shall be commenced at Step 2 of the grievance procedure.

## **ARTICLE 22** **SENIORITY**

**Section 22.1.** Seniority shall be computed from the date of hire on the basis of uninterrupted length of service with Gallia County EMS in either a full-time 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 she/he was on leave. The amount of time spent as either a full-time or part-time employee shall determine the employee's seniority in either position. Part-time employees who have served as full-time employees and returned to a part-time position can use their full-time service when calculating their part-time seniority, but full-time seniority is based solely on the amount of time spent in a full-time employee status.

**Section 22.2.** "Seniority" as defined in this article herein shall apply wherever the term is used in this Agreement.

**Section 22.3.** The following will be considered breaks in continuous service if an employee:

- A. Quits,
- B. Retires;
- C. Is terminated for just cause;
- D. Refused recall after layoff;
- E. Accepts a managerial position, and bids back into the bargaining unit, the time spent in the managerial position will not be counted for purposes of seniority.

**Section 22.4.** Ties in seniority shall be broken by placing the names of employees in question in a container and having the employees present during a 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 as a GCEMS employee.

**ARTICLE 23**  
**EMPLOYEE DEFINITION**

**Section 23.1.** This Agreement shall cover all bargaining unit employees working for the Gallia County EMS who have been certified by the State Employment Relations Board (SERB), or positions subsequently determined to be in the bargaining unit by SERB.

**Section 23.2.** Full-time employee positions have been established and are listed in Appendix A. When a position is created, its full-time/part-time status will be determined as follows:

- A. Full-time will be defined as a position where the employee is regularly scheduled eighty (80) hours per pay period and over;
- B. Part-time will be defined as a position where the employee is regularly scheduled less than eighty (80) hours per pay period;
- C. First Responder/Rescue member is an employee who is not required to meet the minimum sixteen (16) hours of work per month as set forth in Article 20.2, but remains an integral part of the services provided to the Gallia County citizenry.

Office personnel will be considered full-time if they are regularly scheduled for thirty-five (35) hours per week.

**Section 23.3.** Management will not schedule employees less than eighty (80) hours per pay period to circumvent paying full-time employee benefits.

**ARTICLE 24**  
**SHIFT SUPERVISOR**

**Section 24.1.** Shift supervisor position(s) shall be established for the Gallia County EMS. The shift supervisor shall be responsible for outlining and directing the guidelines set forth by the Gallia County EMS Director. The shift supervisor shall oversee the efficient operations of the department during their shift. The shift supervisor shall not discriminate against any employee and will participate in job assignments on a fair and equitable basis.

**Section 24.2.** The Director shall appoint the most qualified employee to fulfill the extra duties associated with the shift supervisor position. If an employee is removed from the shift supervisor position for noncompliance with this article or due to voluntary withdrawal, said employee will lose the shift supervisor responsibilities and extra pay, but will retain their former position.

**ARTICLE 25**  
**DRESS CODE/UNIFORM ALLOWANCE**

**Section 25.1.** All Gallia County EMS personnel shall be properly dressed, according to each individual's job classifications, when reporting for their active duty shift(s).

**Section 25.2.**

- A. The Employer shall issue three (3) uniform pants and shirts for full-time employees per twelve (12) months active duty for a maximum of six (6) uniform pants and shirts.
- B. The Employer shall issue two (2) uniform pants and shirts for part-time employees per twelve (12) months they are on the active duty roster, for a maximum of six (6) uniform pants and shirts.

If a part-time employee averages thirty (30) hours per week or more for a continuous three (3) month period, the Employer will increase said uniform allowance to three (3) pants and shirts for a maximum of six (6) uniform pants and shirts.

- C. All employees shall receive one (1) summer shirt per twelve (12) months for a total maximum of three (3) summer shirts.
- D. All full-time employees and part-time employees, who average thirty (30) hours or more per week shall receive a jacket with liner.

The Employer shall repair or replace uniform pants, jackets, and/or shirts damaged, worn, or destroyed in the line of duty, so long as the damage is not due to the employee's negligence. Employees will be responsible for cleaning their own uniforms.

**Section 25.3.** All uniforms purchased by the Employer remain the property of the Employer and must be turned in when separated from employment. Uniform items not accounted for shall be replaced at the employee's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the employee's last paycheck. For employees who do not have a complete set of uniforms and/or jacket, to comply with Section 25.2, they shall notify the Director during the months of January and/or February of the amount of uniform items needed to comply with Section 25.2, and such items shall be ordered no later than February and issued to the employee upon receipt.

**ARTICLE 26**  
**VACANCIES AND POSTINGS**

**Section 26.1.** The Employer reserves the right to make the determination as to whether or not a vacant position exists and/or whether said vacant position is to be filled.

Whenever the Employer determines that he wishes to fill said vacant position, or create a new position pursuant to this Agreement, he shall post notice of such for a period of ten (10) calendar days at both the Gallia County EMS Office and Gallia County EMS station house. The notice shall be posted on the bulletin boards located at the office and station house, and shall contain the following information:

- A. Title of position;
- B. Normal schedule of hours to be worked;
- C. Rate of pay;

- D. Qualifications, certifications, or licenses necessary;
- E. Date of posting; and
- F. Closing date of posting.

Employees who wish to be considered for the posted position must file a written application with the Employer. There will be no requirements on the Employer to consider applications filed after the closing date of the posting period.

**Section 26.2.** If an employee applies for a posted position in accordance with Section 26.1, the employee will be awarded such position based on certification, qualification, and seniority. If two (2) or more applicants have equal qualifications, seniority shall govern in filling the vacancy. Full-time employees applying for said posted position will be hired for that position over part-time employees if the full-time employee possesses the necessary qualifications and certifications. Any employee who is passed over by a less senior employee will be given a written explanation of the reasons for bypassing seniority.

**Section 26.3.** The Employer will post the names of the successful bidder within ten (10) calendar days of the close of the bidding period.

## **ARTICLE 27** **LUNCHES**

**Section 27.1.** Office personnel will be provided with a one (1) hour uninterrupted lunch hour between the third and fifth hour of their shift. If an employee elects to work his/her lunch hour after being requested to do so by management, they will be compensated at their regular hourly rate. No restrictions will be placed on their lunch hour other than the one (1) hour time limitation.

## **ARTICLE 28** **SICK LEAVE**

**Section 28.1.** Each employee of Gallia County EMS shall accrue compensable sick leave at the rate of four and six-tenths (4.6) hours per eighty (80) hours of service for forty hours (40) hours per week employees and five and fifty-two hundredths (5.52) hours per ninety-six (96) hours of service for those who average ninety-six (96) hours per pay period.

**Section 28.2.** Employees may use sick leave, upon the approval of the Director or his/her designee, for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in employee's immediate family. Unused sick leave shall be accumulated without limit.

For the purposes of this article, immediate family is defined as follows: spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, grandchild, step-children, or any dependent person living in the same household on a continuous basis.

**Section 28.3.** When sick leave is used, it shall be deducted from the full-time employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled work; twenty-four hours (24) for twenty-four (24) hour shifts, eight (8) hours for eight (8) hours shifts, etc.

When sick leave is used, it shall be deducted from the part-time employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled work; twenty-four hours (24) for twenty-four (24) hour shifts, eight (8) hours for eight (8) hours shifts, etc. If the part-time sick leave request extends beyond the posted schedule, the employee shall use their accrued hours of sick leave not to exceed the amount equal to the average work hours performed during the past four (4) weeks, or thirty-two (32) hours, whichever is less.

**Section 28.4.** Employees are required to obtain and present a doctor's certificate, to the Director or his/her designee explaining the reasons for sick leave usage after the following time periods:

- A. **Field Personnel:** After two (2) consecutive shifts missed due to illness, the Director or his/her designee shall require the employee to present a doctor's certificate stating the nature of the illness, and a statement releasing said employee to perform their normal work duties.
- B. **Office Staff:** After three (3) consecutive shifts missed due to illness, the Director or his/her designee shall require the employee to present a doctor's certificate stating the nature of the illness, and a statement releasing said employee to perform their normal work duties.

**Section 28.5.** An employee has several duties and responsibilities to perform if he/she is to receive paid sick leave. These duties and responsibilities are as follows:

- A. To call in to the person or place designated by Gallia County EMS, stating:
  - 1. Reason for absence;
  - 2. Expected period of absence: if an employee is unable to call, said employee must, when practicable, ensure the call is made two (2) hours or more before that employee's working hours. Calls not received within these time periods will be judged on an individual basis by the Agency Director or his/her designee as to the possible effect on sick leave payment;

**Section 28.6.** Falsification of either a written signed statement or physician's certificate will be grounds for disciplinary action, including dismissal.

**Section 28.7. Payment of Sick Leave Only Upon Retirement.** For employees employed on the effective date of this Agreement, upon retirement from the Public Employees Retirement System after ten (10) or more years of service with the Employer, an employee who retires from active service with the Employer may elect to be paid for twenty-five percent (25%) of accumulated sick leave balance up to a maximum of six hundred (600) hours. This payment shall be at the rate of pay at the time of the employee's retirement. Accepting this payment eliminates all

remaining sick leave balance up to that time. Retirement cannot simply be considered as a termination. The employee must qualify for and retire from the Employer under P.E.R.S.

**Section 28.8.** For employees newly employed after the effective date of this Agreement. Upon retirement from the Public Employees Retirement System after ten (10) or more years of service with the Employer, an employee who was employed after the effective date of the agreement, who retires from active service with the Employer may elect to be paid for twenty-five percent (25%) of accumulated sick leave balance up to a maximum of three hundred-sixty (360) hours. This payment shall be at the rate of pay at the time of the employee's retirement. Accepting this payment eliminates all remaining sick leave balance up to that time. Retirement cannot simply be considered as a termination. The employee must qualify for retire from the Employer under P.E.R.S.

**Section 28.9.** Upon the death of an employee in active service, the Employer agrees to pay 100% of the employee's accumulated, but unused sick leave to the estate of the employee.

## **ARTICLE 29**

### **BEREAVEMENT LEAVE**

**Section 29.1.** Employees shall be entitled to twenty-four (24) duty hours off with pay not chargeable to accumulated sick leave, in the event of a death in the immediate family.

**Section 29.2.** For the purpose of this article, immediate family is defined as follows: Spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, step-children, or any dependent person living in the same household on a continuous basis.

**Section 29.3.** When an employee needs additional time off for a death in the immediate family, they may utilize sick or vacation time, or time off without pay after notifying the Director of their needs. The Director has the authority to approve or deny the additional bereavement leave, and said additional leave will not be unreasonably denied.

**Section 29.4.** In the event of the death of a significant other not listed above in the immediate family, the employee shall be given time off, not to exceed twenty-four (24) duty hours, without pay, or utilize vacation or sick time to attend the funeral.

## **ARTICLE 30**

### **WITNESS LEAVE/JURY DUTY**

**Section 30.1.** Employees shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law or when he/she is summoned to appear as a witness before a court, legislative committee, or judicial or quasijudicial body, unless the appearance is as a party to the litigation in a matter unrelated to his/her capacity as an employee of Gallia County EMS.

**Section 30.2.** All fees received from the court, however, shall be deposited with the Gallia County Auditor.

**Section 30.3.** Employees are to notify their supervisor as soon as practicable of jury duty in order for arrangements to be made.

**Section 30.4.** If the appearance is during the employee's scheduled shift, the employee may be required to work the remainder of his /her shift, if practicable. If the appearance is during a period of time contiguous to his/her scheduled shift, he/she shall not be required to work the eight (8) hours preceding his/her court appearance.

### **ARTICLE 31** **UNION LEAVE**

**Section 31.1.** The Employer shall provide leaves of absence without pay for a total of four (4) bargaining unit employees for participation in seminars, workshops, and conventions of the District and International Union. Application for the use of such leaves shall be made in writing or verbally fifteen (15) days in advance by the local Union president or other duly authorized representative to the designated Employer representative and shall not be unreasonably denied.

### **ARTICLE 32** **LEAVE OF ABSENCE**

**Section 32.1.** Upon the written request of a non-probationary employee, the Employer may grant the employee a leave of absence without pay in accordance with the following:

- A. The leave without pay may be granted up to six (6) months, with an employee reapplying for leave at said time. The maximum leave without pay shall not exceed one (1) year. However, should an employee accept other employment, not expressly covered by this Agreement, they shall forfeit all rights under this Agreement after ninety (90) calendar days. Said restriction shall not be applied retroactively from date of ratification, to affect current Gallia County EMS employees.
- B. An employee shall submit to the Employer pertinent information relating to the reason for which the leave is requested.
- C. The authorization of a leave is solely a matter of administrative discretion, but will not be discriminately applied.
- D. The Employer can require an employee returning from a leave to undergo appropriate medical examination, at the Employer's expense, to determine the employee's ability to return to work.
- E. An employee who is on leave will be responsible for attending and completing training necessary to maintain his/her certification. All training that the Employer agreed to pay per this contract will also be offered to the leave of absence employee. All other certification training shall be the responsibility of the employee.

- F. An employee on unpaid leave does not earn sick or vacation leave credit; time spent on leave shall not be considered in determining length of service for purposes where seniority is a factor.

**ARTICLE 33**  
**MILITARY LEAVE**

**Section 33.1.** All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military services as defined in Section 5903.01 of the Ohio Revised Code or field training, or active duty for up to twenty-two (22) eight (8) hour workdays in any one (1) calendar year. The maximum number of hours for which payment can be made in anyone (1) calendar year is one hundred seventy-six (176) hours. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob control, riot control, flood control, civil defense, or similar duties who are so ordered by the Governor to assist civil authorities. Such leave will be paid. The leave will cover the official period of the emergency. The County pay shall only be for the difference between military and regular employee pay.

**Section 33.2.** Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States or an act of Congress are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

- A. The difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;
- B. Five hundred dollars (\$500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage salary.

**ARTICLE 34**  
**PERSONAL LEAVE**

**Section 34.1.** Full-time personnel shall receive seventy-two (72) hours of paid personal leave each calendar year. All full-time office personnel shall receive twenty-eight (28) hours of paid personal leave each calendar year. Said personal leave shall be awarded January 1 of each year.

**Section 34.2.** Personal days must be taken in eight (8) hour increments for full-time field personnel, who are regularly scheduled twenty-four (24) hour shifts, and seven (7) hour increments for full-time office personnel. Personal days must be used in the same calendar year as awarded. Any remaining time shall be paid at the end of the year.

**ARTICLE 35**  
**HOLIDAYS**

**Section 35.1.** All full-time employees will be paid for the following holidays:

New Years Day  
Martin Luther King Day  
Washington- Lincoln Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

**Section 35.2.** Holidays shall occur on the days specified in Section 1.14 of the Ohio Revised Code.

For office personnel only, in the event that any of the aforesaid holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday. In the event that any of the aforesaid holidays shall fall on a Saturday, the Friday immediately preceding shall be observed as the holiday.

**Section 35.3.** If an aforesaid holiday falls on a day that a full-time employee works, said full-time employee shall elect to receive one and one-half (12) times his/her regular rate of pay or be paid their regular pay rate and offered twenty-four hours (24) of compensatory time for twenty-four (24) hour employees.

**Section 35.4.** If an aforesaid holiday falls on a day that a part-time employee works, said part-time employee shall receive one and one-half (12) times his/her regular rate of pay.

**Section 35.5.** Full-time employees not scheduled on aforesaid holiday shall receive twelve (12) hours of compensatory time.

**Section 35.6.** Employees not scheduled but wishing to work the holiday may place their names in a sign-up sheet. The most senior full-time employees signing the list will be scheduled to replace full-time employees wishing to be off for the holiday. The Director may deny the most senior full-time employee said shift, if employee will incur extra hours of overtime.

**Section 35.7.** A sign-up sheet will be offered to part-time employees who wish to work the holiday. If there are insufficient full-time employees signing their list to work the holiday, the part-time list will be used to fill the schedule by selecting the most senior part-time employees to work the holiday.

**Section 35.8.** In the event that there are insufficient numbers of full-time employees signing up to work a holiday, the least senior full-time employees will be scheduled if no part-time employees with the necessary certifications sign up to work the holiday, and will rotate up the seniority list on the succeeding holidays so less senior full-time employees are not mandated to work all the holidays.

**Section 35.9.** Starting with Thanksgiving Day and covering until the day before Thanksgiving of the following year, if the employee has not utilized their compensatory time, it will be cashed out and paid to the employee the first period in December.

**ARTICLE 36**  
**VACATION**

**Section 36.1.** Vacation is an earned leave of absence with pay for full-time employees after service of one (1) year with the Gallia County EMS.

Vacation time shall be earned and will be due upon the attainment of the first year of employment, and annually thereafter, at the rate of two (2) weeks vacation for one (1) full year of service. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods.

A full-time Gallia County EMS employee with eight (8) or more years of service with the Employer shall have earned and is entitled to three (3) weeks of vacation leave with full pay.

A full-time Gallia County EMS employee with fifteen (15) or more years of service with the Employer shall have earned and is entitled to four (4) weeks of vacation leave with full pay. A full-time Gallia County EMS employee with twenty-five (25) or more years of service with the Employer shall have earned and is entitled to five (5) weeks of vacation leave with full pay.

For those full-time employees not on a 24/48 hour schedule, such vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours each biweekly period for those entitled to two (2) weeks per year; four and six-tenths (4.6) hours each biweekly period for those entitled to three (3) weeks per year; six and two-tenths (6.2) hours each biweekly period for those entitled to four (4) weeks per year; and seven and seven-tenths (7.7) hours each biweekly period for those entitled to five (5) weeks per year.

For those full-time employees on the 24/48 hour schedule, such vacation leave shall accrue to the employee at the rate of three and seven-tenths (3.7) hours each biweekly period for those entitled to two (2) weeks per year; five and five-tenths (5.5) hours each biweekly period for those entitled to three (3) weeks per year; seven and four-tenths (7.4) hours each biweekly period for those entitled to four (4) weeks per year; and nine and two-tenths (9.2) hours each biweekly period for these entitled to five (5) weeks per year.

Full-time employees are entitled to annual leave with pay according to the following schedule:

**Non 24/48 Hour**  
**Employees**

**24/48 Hour**  
**Employees**

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>	<u>ANNUAL LEAVE</u>
Less than 1 year	Earned, but cannot be taken Until completion of first year	Earned, but cannot be taken until completion of first year
After 1 year	2 weeks (80) hours	2 weeks (96) hours
After 8 years	3 weeks (120) hours	3 weeks (144) hours
After 15 years	4 weeks (160) hours	4 weeks (192) hours
After 25 years	5 weeks (200) hours	5 weeks (240) hours

Date of hire with Gallia County EMS, regardless of a full-time or part-time status will be used to calculate years of service for accruing vacation pay.

**Section 36.2.** Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave. An employee may carry up to two (2) years vacation. Employees will be paid in lieu of vacation days, that they are unable to carry over to the third year. An employee is entitled to compensation at his/her current rate of pay. All vacation pay unused will be paid to the employee upon separation of employment from Gallia County EMS.

**Section 36.3.**

- A. Approval for vacations is subject to the work load and schedule of the employee and the classification in which he/she is employed. Employees who will not be able to take their scheduled vacation due to the operational needs of the Employer may carry the time over to the next year.
- B. Employees may come to or contact the Gallia County EMS office in writing to:
  - 1. Schedule their vacation between December 1 and December 15:
    - a. All vacations scheduled between December 1 and December 15 will be done by seniority.
    - b. All employees who are bumped from any week of vacation by a more senior employee scheduling their vacation between December 1 and December 15 will be notified so another vacation period can be selected.
    - c. Any vacations scheduled between December 1 and December 15 cannot be bumped by a more senior person who waits until after December 15 to schedule their vacation.
    - d. Any vacation requested or scheduled one shift at a time must be submitted seventy-two (72) hours in advance of the requested date, which can be denied due to operational needs of the Employer. The denial cannot be used as a day denied because of the operational needs of the Employer as stated in Section 36.3(A), when calculating vacation days to be carried over to the next year.

A twenty-four (24) hour employee may only request a vacation day within seventy-two (72) hours once every month, unless otherwise granted permission by the Gallia County EMS Director.

2. Schedule a portion or all of their vacation at any time by seniority on open days that have not been previously scheduled between December 1 and December 15 by another employee.
3. Full-time seniority will prevail over part-time seniority when granting vacation days.

Gallia County EMS shall not unreasonably deny any vacation time, and every effort shall be made to accommodate the employees' request for vacation.

**Section 36.4.** A part-time Gallia County EMS employee shall be eligible for vacation leave with full pay upon the attainment of the first year of employment and annually thereafter. The ratio between the hours worked and vacation hours awarded a part-time employee shall be the same as the ratio between the hours worked and the vacation hours earned by a full-time employee, based on a forty (40) hour week or eighty (80) hour pay period.

### **ARTICLE 37** **LEAP YEAR**

**Section 37.1.** Every leap year the parties agree that the Employer will implement what will be called a "drop day." Said "drop day" will not be acknowledged as a normal workday for twenty-four (24) hour employees. The Employer will cover this working day with part-time employees. Part-time employees will be required to work on said leap year on the following basis:

Most senior part-time employee can, least senior part-time employee must.

**Section 37.2.** If no part-time employee is employed by the Gallia County EMS with the necessary certification level, the least senior full-time employee(s) shall work said shift, at the discretion of the Director.

### **ARTICLE 38** **TRAINING AND EDUCATION**

**Section 38.1.** Gallia County EMS will provide bargaining unit employees the following training and refresher courses:

- A. EMT Refresher Course (offered every two (2) years)
- B. Advanced Cardiac Life Support Refresher or Update Course (offered as needed per individual)
- C. BTLS Class (offered every two (2) years)
- D. HAZ/MAT Class-Awareness Level (offered as needed per individual)
- E. PALS Class (offered as needed per individual)
- F. Paramedic Refresher Course (offered every two (2) years)

- G. Advanced refresher course
- H. Bloodborne Pathogen Class (offered every year)
- I. Any other state mandated classes

**Section 38.2.** Applicable bargaining unit employees, who will be enhanced by the Employer-provided training and refresher courses, shall be required to attend said classes.

**Section 38.3.** It is understood that each employee is encouraged to upgrade his/her certification in order to enhance the patient care and emergency services of Gallia County. The Employer shall pay the cost of the above mentioned classes excluding all books and material.

### **ARTICLE 39** **CONTRACTING/SUBCONTRACTING**

**Section 39.1.** None of the emergency services work currently performed by EMTs and dispatchers will be contracted out, except that the parties recognize the Employer has the right to contract for services currently performed by EMTs and dispatchers in the following circumstances:

- A. In emergency situations where more EMTs are needed;
- B. To provide services to remote areas;
- C. On a temporary basis where needed equipment or manpower may not be available;
- D. If the County develops a countywide dispatch system, which this agency contracts with for dispatch services;
- E. If the County terminates the operation of the Gallia County EMS and is not itself operating a countywide service.

### **ARTICLE 40** **INSURANCE**

**Section 40.1.** The health insurance shall be the same as the plan presented to other Gallia County employees offered through the Gallia County Commissioners' Office, with the same level of contributions for premiums, fifteen percent (15%) per family and twelve and one-half percent (12.5%) per single paid by the employee, with the Employer paying the remaining eighty-five percent (85%) per family and eighty-seven and one-half percent (87.5%) per single.

However, if a change occurs that results in a fifteen percent (15%) or greater increase in cost to either the Employer or employee, the insurance article may be renegotiated at the option of the affected party. In the event of such unscheduled re-opener, if the parties are unable to come to agreement within forty-five (45) calendar days, the matter will go to fact finding under ORC 4117.14.

**ARTICLE 41**  
**SCHEDULING**

**Section 41.1.** Current full-time employees: Full-time employees shall work a forty-eight (48) hour workweek.

New Hires: Full-time employees hired after execution of this Agreement shall work a forty (40) hour workweek.

**Section 41.2.** A schedule covering no less than a two (2) week period shall be posted five (5) days before the period covered in the schedule. Employees' schedules, once posted, will not be changed. Additional unscheduled hours worked will not affect regularly scheduled shift hours. The Director may approve changes to the posted schedule in special meritorious circumstance.

**Section 41.3.** Current full-time employees: The normal hours of work for full-time employees shall be 0800 to 0800 the following day (24 hours). The forty-eight (48) hour workweek shall reflect scheduling of work as follows: on-duty twenty-four (24) hours, off-duty forty-eight (48) hours, on-duty twenty-four (24) hours, off-duty one hundred twenty (120) hours. During a four (4) week cycle, a full-time employee is scheduled to work a total of two hundred sixteen (216) hours and off-duty a total of four hundred fifty-six (456) hours.

New Hires: Full-time employees hired after execution of this Agreement shall be scheduled as the Employer deems necessary.

**Section 41.4.** When scheduling part-time employees, the Director or his/her designee will utilize the availability that the part-time employee submit ten (10) days before the beginning of a two (2) week scheduling period or five (5) days before the posting of a scheduling period. The normal hours of work may vary per employee depending on seniority of the part-time employee and the level of their certification. Every attempt will be made to schedule each part-time employee a minimum of eight (8) hours per week depending on the availability of all part-time employees, seniority, and certification. The higher the seniority within the certification, the more chance you have of being scheduled the eight (8) hour shift.

This process will continue until all open shifts are filled. In the event that not enough shifts will be filled by these submissions, the Employer shall assign part-time employees to work said shift(s) in reverse order of seniority, and said assignments shall rotate from the least senior to most senior part-time employee in the certification needed. The normal work hours are 0800 to 1600, 1600 to 0000, and 0000 to 0800.

Family emergencies, other employment requirements, or other extenuating circumstances, as deemed reasonable by the Director, shall excuse an employee from being assigned to the open shift. The employee shall submit documentation of said excuses to the Director.

If an employee refuses to cover the open shift, the Director shall charge the number of hours that would have been available for purposes of Section 20.2.

Days will be offered to employees based on the above, with the following exceptions:

- A. The Employer reserves the right to utilize employees with the higher certifications in scheduling that require their certifications.
- B. Notwithstanding the foregoing, the Employer may establish permanent part-time shifts as it deems necessary which shall be filled using the same procedure as the full-time shifts.

**Section 41.5.** When scheduled employees are absent from their shift or unable to complete their scheduled shift, the Shift Supervisor or Gallia County EMS Director or his/her designee will attempt to notify the remaining employees that they have been moved up as a result.

**Section 41.6.** At all times, the Employer shall have the right to schedule employees to ensure that at least one paramedic is on-duty at all times. If the need arises for schedule changes, part-time paramedics will be rescheduled prior to new full-time paramedics with current full-time paramedics being the last to have their schedule changed.

## **ARTICLE 42**

### **HOURS OF WORK, OVERTIME, AND PAYDAY**

#### **Section 42.1.**

- A. This article defines the regular hours of work and shall not be construed as guarantee of hours of work per day or per week.
- B. It is understood that bargaining unit members must work overtime and non- regular hours per the other sections of this Agreement.
- C. The Employer shall post a work schedule for all bargaining unit members covering a period of no less that two (2) weeks and this schedule shall be posted five (5) days prior to first day of schedule
- D. The actual number of shifts, including shifts for individual bargaining unit members, The starting time of each shift, and the number of hours to be worked on each shift shall be established and may not be changed by Gallia County EMS, unless it is reasonable or necessary for the efficient operations of Gallia County EMS, without first discussing the necessity of the change with the Union. Then the Union may grieve the change if it is perceived to be unnecessary or unreasonable.
- E. All bargaining unit members employed by Gallia County EMS shall be paid a total of twenty-six (26) pays with pay on every other Friday. If the Employer institutes a direct deposit system, each employee will be given the option of whether they participate or have their check mailed to them, or continue to receive their check at the station. If it becomes impractical to deliver checks to stations, management may choose, solely at its discretion, to mail the checks to the station, provided that they are received at the station within reasonable time by the designated payday.

1. Hours worked in excess of forty (40) hours per week shall be paid at one and one-half times regular rate of pay for the overtime hours. There will be no pyramiding of overtime. The Director must approve all overtime in advance.
2. It is understood and agreed that the Employer shall be the sole judge as to the necessity for overtime work. Overtime will be offered to qualified bargaining unit members in the affected certifications/locations.
3. Bargaining unit members' names will be placed on an overtime roster. Overtime will be offered initially by seniority. After the initial offering of overtime, the station will maintain an overtime roster and call out the person with the least number of hours of overtime with the qualifications to step in and do the job. However, in an emergency situation the closest crew available will be called in to answer the emergency. The employees' hours will be placed on the overtime roster.
  - a. When a bargaining unit member works or declines to work any offered overtime other than overtime originated on their regularly scheduled shifts, they shall have the number of hours recorded to their overtime total.
  - b. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime.
4. The full-time employee with the least amount of full-time seniority may be mandated to work overtime. Selection of mandated overtime shall occur on a rotating basis from the least senior full-time employee to most senior until all employees have been selected, and then rotations begins anew.
5. Gallia County EMS will make every effort to ensure that employees are not made to work over two (2) hours past the completion of their shift by calling the overtime list. In cases of transports, efforts should be made to schedule employees' shifts or call the overtime list to facilitate transports when they are prescheduled and not of an emergency nature.

**ARTICLE 43**  
**WAGES**

**Section 43.1.** Employees in the various classifications shall be paid according to the following schedule effective the first day of the first full pay period following February 14, 2013.

<u>Full-time Employees</u>	<u>Starting Wage Rate</u>
EMT-A	\$11.33
EMT-Advanced	\$12.55
EMT-Paramedic	\$13.95
<u>Part-time Employees</u>	
EMT-A	\$11.02

EMT-Advanced	\$11.63
EMT-Paramedic	\$12.25

Full-time Office Personnel

Clerk	\$11.05
Payroll Clerk	\$11.55
Accounts Payable	\$12.05

Upon appointment, regular part-time employees shall receive an increase from their current pay in the following amounts:

EMT-A	\$.15
EMT-Advanced	\$.45
EMT-Paramedic	\$.85

A Shift Supervisor, pursuant to Article 24, shall receive an extra fifty cents (\$.50) added to their hourly wage rate.

**Section 43.2.** Employees in the various classifications shall be paid according to the following schedule effective the first day of the first full pay period following January 1, 2014.

<u>Full-time Employees</u>	<u>Starting Wage Rate</u>
EMT-A	\$11.58
EMT-Advanced	\$12.80
EMT-Paramedic	\$14.20

<u>Part-time Employees</u>	
EMT-A	\$11.27
EMT-Advanced	\$11.88
EMT-Paramedic	\$12.50

Full-time Office Personnel

Clerk	\$11.30
Payroll Clerk	\$11.80
Accounts Payable	\$12.30

Upon appointment, regular part-time employees shall receive an increase from their current pay in the following amounts:

EMT-A	\$.15
EMT-Advanced	\$.45
EMT-Paramedic	\$.85

A Shift Supervisor, pursuant to Article 24, shall receive an extra fifty cents (\$.50) added to their hourly wage rate.

**Section 43.3.** Employees in the various classifications shall be paid according to the following schedule effective the first day of the first full pay period following January 1, 2015.

<u>Full-time Employees</u>	<u>Starting Wage Rate</u>
EMT-A	\$11.83
EMT-Advanced	\$13.05
EMT-Paramedic	\$14.45
<u>Part-time Employees</u>	
EMT-A	\$11.52
EMT-Advanced	\$12.13
EMT-Paramedic	\$12.75
<u>Full-time Office Personnel</u>	
Clerk	\$11.55
Payroll Clerk	\$12.05
Accounts Payable	\$12.55

Upon appointment, regular part-time employees shall receive an increase from their current pay in the following amounts:

EMT-A	\$ .15
EMT-Advanced	\$ .45
EMT-Paramedic	\$ .85

A Shift Supervisor, pursuant to Article 24, shall receive an extra fifty cents (\$.50) added to their hourly wage rate.

**Section 43.4.** Employees in the various classifications shall be paid according to the following schedule effective the first day of the first full pay period following January 1, 2016.

<u>Full-time Employees</u>	<u>Starting Wage Rate</u>
EMT-A	\$12.08
EMT-Advanced	\$13.30
EMT-Paramedic	\$14.70
<u>Part-time Employees</u>	
EMT-A	\$11.77
EMT-Advanced	\$12.38
EMT-Paramedic	\$13.00
<u>Full-time Office Personnel</u>	
Clerk	\$11.80
Payroll Clerk	\$12.30
Accounts Payable	\$12.80

Upon appointment, regular part-time employees shall receive an increase from their current pay in the following amounts:

EMT-A	\$ .15
EMT-Advanced	\$ .45
EMT-Paramedic	\$ .85

A Shift Supervisor, pursuant to Article 24, shall receive an extra fifty cents (\$.50) added to their hourly wage rate.

**Section 43.5.** New employees in the various classifications, shall be paid according to the following schedule effective the first day of the first full pay period following February 14, 2013 through February 13, 2016.

<u>Full-time Employees</u>	<u>New Employee Wages</u>
EMT-A	\$9.58
EMT-Advanced	\$10.80
EMT-Paramedic	\$12.20

<u>Regular Part-time Employees</u>	
EMT-A	\$9.42
EMT-Advanced	\$10.34
EMT-Paramedic	\$11.35

<u>Part-time Employees</u>	
EMT-A	\$9.27
EMT-Advanced	\$9.88
EMT-Paramedic	\$10.50

<u>Full Time Office</u>	
Clerk	\$9.30
Payroll Clerk	\$9.80
Accounts Payable	\$10.30

**Section 43.6. PERS Pickup (Fringe Benefits Method):**

- A. Effective January 1, 2008 and if required by PERS approval from the Internal Revenue Service and receipt by the Employer of a favorable IRS private letter ruling, the Employer will report eight and one-half (8½)% of the bargaining unit Employee's contributions as "picked-up" by the Employer. For purposes of this article, "picked-up" means that the Employer shall assume and pay to the Public Employees Retirement System of Ohio eight and one-half (8½)% of the Employee's 10% contribution. The remaining portion of the Employee's contribution shall continue to be paid by the Employee.

No person shall have the option of receiving the "picked-up" contributions in cash instead having them paid to the Public Employees Retirement System, and the Employer is paying these contributions in lieu of having the Employees make these contributions.

- B. Effective January 1, 2009 and if required by PERS approval from the Internal Revenue Service and receipt by the Employer of a favorable IRS private letter ruling, the Employer will report eight and one-half (8½)% of the bargaining unit Employee's contributions as "picked-up" by the Employer. For purposes of this article, "picked-up" means that the Employer shall assume and pay to the Public Employees Retirement System of Ohio eight and one-half (8½)% of the Employee's 10% contribution. No person shall have the option of receiving the "picked-up" contributions in cash instead of having them paid to the Public Employees Retirement System, and the Employer is paying these contributions in lieu of having the Employees make these contributions.
- C. Effective January 1, 2010 and if required by PERS approval from the Internal Revenue Service and receipt by the Employer of a favorable IRS private letter ruling, the Employer will report eight and one-half (8½)% of the bargaining unit Employee's contributions as "picked-up" by the Employer. For purposes of this article, "picked-up" means that the Employer shall assume and pay to the Public Employees Retirement System of Ohio eight and one-half (8½)% of the Employee's 10% contribution. No person shall have the option of receiving the "picked-up" contributions in cash instead of having them paid to the Public Employees Retirement System, and the Employer is paying these contributions in lieu of having the Employees make these contributions.

**ARTICLE 44**  
**LONGEVITY**

**Section 44.1.** Longevity shall be paid to all bargaining unit employees and added to the employees' hourly base rate under the following schedule:

At five (5) years of service	Twenty (\$0.20) cents per hour
At ten (10) years of service	Twenty-five (\$0.25) cents per hour
At fifteen (15) years of service	Thirty (\$0.30) cents per hour
At twenty (20) years of service	Thirty-five (\$0.35) cents per hour
At twenty-five (25) years of service	Forty (\$0.40) cents per hour
At thirty (30) years of service	Forty-five (\$0.45) cents per hour

These amounts are not cumulative, but are the total which will be added upon completion of five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of service.

**Section 44.2.** For purposes of calculating longevity, all employees shall begin accruing, longevity at their date of hire. However, all new hire and present part-time employees must meet the minimum employment requirements of Article 20 in all subsequent calendar years 'after January 1996 before they shall be considered to have accrued a year of service for longevity purposes.

**ARTICLE 45**  
**MISCELLANEOUS**

**Section 45.1.** Employees will be allowed one shopping trip per day to a local grocery store for purposes of bringing food back to the station house to prepare for their meals. Employees may also eat at an establishment of their choice during their shift as long as they can be reached by radio and other telecommunication means to respond to needs of Gallia County EMS. Also employees may have meals delivered to the station house, or utilize the carry-out facilities at restaurants.

**Section 45.2.** Employees will be paid at their applicable rate for all administrative in-service meetings that are mandated by the Gallia County EMS.

**Section 45.3.** A situation that does not require a posting per Article 26 occurs when an employee receives his/her increase in certification from the State of Ohio and completes all requisite probationary period(s). Further, the Employer shall post a statement elevating said employee to the higher certification level. The employee shall receive the higher certification pay rate beginning the first full pay period after submission of their higher certification documentation.

**ARTICLE 46**  
**APPLICATION OF CIVIL SERVICE**

**Section 46.1.** In accordance with the provision of ORC Section 4117.10(A), all provisions listed in the table of contents of this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in ORC Sections 124.01 through 124.56, ORC Sections 325.19, 9.44, and 4111.03, or any other sections of the Ohio Revised Code in conflict with any provisions herein, except as prohibited by Ohio Revised Code Section 4117.08(B).

**Section 46.2.** It is expressly understood that the Ohio Department of Administrative Services and the Ohio Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

**Section 46.3.** For purposes of example, and in no way to be construed as all inclusive or a limitation of Sections 46.1 and 46.2 above, in accordance with the provisions of 4117.10(A) ORC, the following Agreement references, articles, and/or sections thereof specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code as follows:

<b><u>Contract Article</u></b>	<b><u>Supersedes/Prevails Over</u></b>
Article 10, Discipline	ORC 124.03, 124.34 OAC 124:1-01 through 124:1-17-08
Article 22, Seniority	ORC 124.321 through 124.328
Article 26, Vacancies and Posting	ORC 124.27, 124.32, 124.33

	OAC 123:1-19-01 through 123:1-19-05, 123:1-21-01 through 123:1-21-04, 123:1-23-01 through 123:1-23-12
Article 15, Probationary Period	ORC 124.27 OAC 123:1-19-01 through 123:1-19-05
Article 14, Layoff and Recall	ORC 124.32, 124.321 through 124.328 OAC 123:1-41-01 through 123:1-41-23
Article 42, Hours of Work, Overtime and Payday	ORC 4111.03
Article 30, Witness Leave/Jury Duty Article 32, Leaves of Absence	OAC 123:1-34-03 ORC 124.135, 124.388 OAC 123: 1-34-01, 123:1-34-03 123:1-34-08
Article 29, Bereavement Leave	ORC 124.50 through 124.387
Article 28, Sick Leave	ORC 124.38 through 124.387; 124.39, 124.391
Article 35, Holidays	ORC 124.19, 325.19
Article 36, Vacation	ORC 9.44, 325.19

**Section 46.4.** Issues, references, articles, and/or sections thereof which are not specifically referenced above but which may be included by agreement of the parties and/or the adoption of recommendations of the fact-finder, shall be considered to have appropriate provisions of the Ohio Revised Code and/or Ohio Administrative Code incorporated and listed in “Supersedes/Prevails Over” as is provided above.

**ARTICLE 47**  
**NO STRIKE/NO LOCKOUT**

**Section 47.1. Intent.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Gallia County.

**Section 47.2. No Strike.** The Union agrees that neither it, its officers, agents, representatives, or any-employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement, provided the Employer is not in violation of Section 47.3 of this article. The Employer agrees to notify the Union by telephone of any strike-related activity.

**Section 47.3.** No Lockout. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union as a result of a labor dispute with the Union, provided the Union members are not in violation of Section 47.2 of this article.

**ARTICLE 48**  
**DURATION**

**Section 48.1.** This Agreement shall remain in full force and effect through midnight February 13th, 2016.

**Section 48.2.** Notice to negotiate a successor agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days, prior to the expiration date of this Agreement. Discussions will begin no later than sixty (60) days prior to the expiration date of this Agreement.

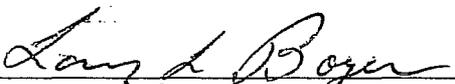
**Section 48.3.** Both the Employer and the Union have bargained fully and completely, and had the opportunity to present proposals, counterproposals, and demands. Neither party has any duty to bargain further during the term of this Agreement, except as may be specifically agreed to in another article of this Agreement or as required by law. All proposals, counterproposals, and demands not contained in this Agreement are withdrawn and shall not be the subject of further discussion between the parties during the term of this Agreement.

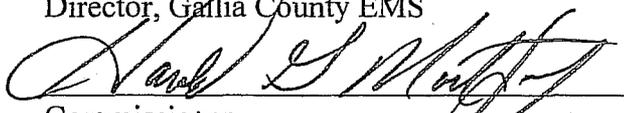
**ARTICLE 49**  
**SIGNATURE PAGE**

**Section 49.1.** This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous Agreements and commitments except any and all past practice not in conflict with this Agreement.

FOR THE EMPLOYER

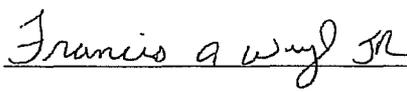
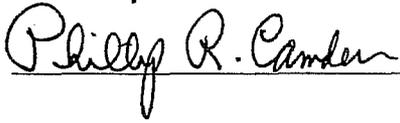
FOR THE UNION

  
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Director, Gallia County EMS

  
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Commissioner

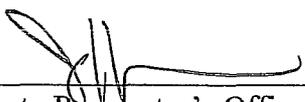
  
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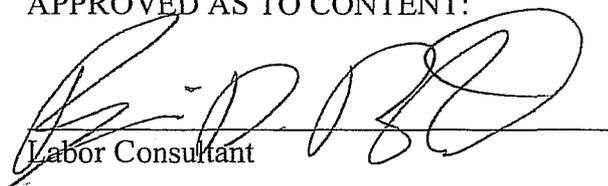
  
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Feb. 28, 2013  
Date Signed

APPROVED AS TO FORM:

X   
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County Prosecutor's Office

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Labor Consultant