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AGREEMENT

BETWEEN

**THE VINTON COUNTY
BOARD OF COMMISSIONERS**

AND

**INTERNATIONAL ASSOCIATION OF
EMTS AND PARAMEDICS, LOCAL 054,
SEIU/NAGE, CTW, CLC**

Effective: September 5, 2013 through September 4, 2016

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ARTICLE 1
PURPOSE

Section 1.1. Purpose. This Agreement is entered into this day of September 5, 2013, between the Vinton County Board of Commissioners (referred to as “Employer”), and International Association of EMTs and Paramedics Local 054, SEIU/NAGE, CTW, CLC (“IAEP” or “Union”), to set forth the full and complete understandings and agreements and establish the wages, hours, terms, and conditions of employment between the parties for those employees included in the bargaining unit as defined herein. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subjects specifically contained herein.

ARTICLE 2
RECOGNITION

Section 2.1. Union As Employees’ Representative. The County hereby recognizes the Union as the sole and exclusive representative for all employees included within the bargaining unit described in the State Employment Relations Board’s order of April 10, 2008 in Case No. 07-REP-07-0101 on matters related to wages, hours, and other terms and conditions of employment.

Section 2.2. Bargaining Unit. The Bargaining Unit shall consist of the following:

Included: All full-time, regular part-time and casual EMT-B, EMT-I, and Paramedics.

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

Section 2.3. If New Classification Created. In the event that a new classification is created, and the parties disagree as to whether such position should be included or excluded from the bargaining unit, the dispute shall be submitted to the State Employment Relations Board in accordance with their rules.

Section 2.4. Temporary Transfer Outside Bargaining Unit. If an employee is temporarily transferred or reassigned (for less than six (6) months) to a position outside of the bargaining unit, the employee shall remain a member of the bargaining unit. However, the County may modify the temporarily transferred or reassigned employee’s terms and conditions of employment during the period of the transfer or reassignment consistent with the terms and conditions of employment of those employees who are employed in a position similar to that into which the temporarily transferred employee has been placed.

ARTICLE 3
UNION RIGHTS

Section 3.1. Union Representatives/Stewards. The Employer recognizes the right of the Union to designate Union Representatives or Stewards. The Union agrees to notify the Employer in writing within seven (7) days of any changes to such designation. No employee shall be recognized as a Union Representative or steward until the Union has presented the Employer with written notice that employee’s selection. The authority of the Union Steward shall be limited to, and shall not exceed, the following duties and responsibilities:

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

Information: The transmission of such messages and information which originate with and are authorized by an officer of the Union, provided such messages and information have been reduced to writing, or are of a routine nature and do not involve, encourage, or condone work stoppages, slowdowns, refusal to handle assignments, or any other interference with the Employer's operations. All written notices shall be posted only on the designated bulletin board.

Section 3.2. Admittance To Work Areas. With prior notice given to Employer by the Union, a Union Staff Representative may visit the work site(s) in order to view the conditions under which bargaining unit members are working including but not limited to crew quarters and other conditions of employment. The Union Staff Representative shall not interfere with the performance of work or duties of employees and shall be responsible for observing all safety standards and confidentiality requirements at the work site or location.

Section 3.3. Steward Release Time. Union Representatives, designated in accordance with the provisions herein, upon presentation of proper advance notice to their supervisor, shall be allowed reasonable release time for the investigation and presentation of grievances and for mutually scheduled meetings with the Employer for the resolution of disputes arising under this Agreement. Such time may, at the request of the employee, be designated vacation leave or unpaid time off. In no event are Union Officials entitled to be paid by the Employer during time they spent acting in the capacity of Union Representative or Steward outside their normal schedule work hours. Representatives, who, while on duty, attend mutually scheduled meetings with the Employer for the purpose of resolving disputes arising under this Agreement, will not lose pay for attending the meetings.

Section 3.4. Bulletin Board. The Employer agrees to provide a bulletin board for use by the Union. All Union notices, which appear on the bulletin boards, shall be posted, and removed by the Union President or his/her designee. No material may be posted on the Union bulletin boards that contain the following:

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

Material posted in violation of this Article may be removed by the Director and notice to the Union President within twenty-four (24) hours. Violation or misuse of this section may be grounds for a Labor/Management meeting.

Section 3.5. Ballot Box. The Union shall be permitted, upon prior notification to the County, to place ballot boxes in all EMS stations for the purpose of collecting members' ballots on all Union issues subject to ballot. Such boxes shall be property of the Union and their contents shall not be subject to the Department's review. Responsibility for boxes rests with the Union.

Section 3.6. Union Meetings. The Employer shall allow the Union to hold no more than one (1) Union meeting per month at an approved County location. The Union must provide to the Employer at least two (2) weeks prior notice to such meeting. The Union is solely responsible for housekeeping duties while using such facility.

Section 3.7. Union Business Leave.

- A. With sixty (60) days advance notice, one (1) Union delegate may be granted unpaid leave from duty to attend the convention of the National Association of Government Employees for five (5) days. The delegate may utilize vacation leave at his/her option.
- B. Based on operational requirements, elected officers or members of the Executive Board of the Local may be granted unpaid leave from duty to attend meetings of the IAEP and Local 054. Such leave shall not be unreasonably denied. These employees have the option to utilize their benefit time during such leave. Notice of request for such leave shall be given to the Employer seven (7) days prior.

ARTICLE 4 **MANAGEMENT'S RIGHTS**

Section 4.1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Vinton County EMS Department in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine the Department's goals, objectives, programs and services;
- E. To determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;

- F. To relieve employees from duty due to the lack of work or lack of funds;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and
- L. To determine and implement necessary actions in emergency situations.

Section 4.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 5 **DUES DEDUCTION AND FAIR SHARE**

Section 5.1. Dues Deductions. During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the Auditor to make periodic deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written deduction authorization to the County. Upon receipt of the proper authorization form, the Employer will deduct Union dues from the employee's payroll check for the pay period following the pay period in which the authorization was received and in which dues are normally deducted by the Employer.

Section 5.2. Union; Dues Card, Amount, or Increases. The Union shall advise the County Auditor, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of monies to be deducted. One (1) month advance notice must be given to the Employer or designee prior to making any changes in an individual's dues deduction and such changes are limited to only one change in any six (6) month period. Deductions shall only be made for a pay period when actual wages are earned.

Section 5.3. Auditor; Dues to Union. The Employer shall instruct the Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this Article shall be remitted to the National Association of Government Employees, Attn: Comptroller, 159 Burgin Parkway, Quincy, MA 02169. Included with this transmission should be a list of all members who have paid dues for that pay period.

Section 5.4. Harmless of Monies; Employer. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the County harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. It shall be the responsibility of the employee to obtain appropriate refunds from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.5. The Employer shall be relieved from making such "check-off" deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, lay off from work, approved leave of absence without pay, or revocation of the check-off authorization. A copy of any notice of revocation of dues deduction authorization shall be submitted to the Union following receipt by the Employer.

Section 5.6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions except as follows. If a claim of error is made to the Employer in writing within one hundred twenty (120) calendar days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees and assessments shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 5.7. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, subject to Section 4.5, unless an eligible employee certifies, in writing, that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer. A copy of the written revocation shall be forwarded to the Union. All dues, fees, and assessments shall cancel upon the termination date of the Agreement, unless the parties agree otherwise.

Section 5.8. Fair Share. All employees in the bargaining unit shall, sixty (60) days after their date of hire, pay to the Union a fair share fee pursuant to Section 4117.09(C) of the Ohio Revised Code.

Nothing herein shall require any employee to become a member of the Union as a condition of employment, and fair share fees shall not exceed dues paid by members of the Union who are in the bargaining unit covered by this Agreement.

The Union represents to the Employer that it has promulgated and shall maintain in force throughout the term of this Agreement a fair share fee reduction and challenge procedure for fair share fees of employees who are not members of the Union and which conform to the provisions of Section 4117.09(C) of the Ohio Revised Code, federal law, and applicable state and federal court decisions.

The deduction of the fair share fee by the Employer from the payroll check of a non-member employee shall be automatic and does not require the written authorization of the employee. Payment of such fair share fees shall be made to the Union in accordance with dues deduction procedures provided for in this article. The obligation of the Employer to deduct a fair share fee shall cease upon the removal of the non-member employee from the active payroll for any reason.

The Local Union President or Treasurer shall provide the Employer with a statement as to the amount of the fair share fee and as to any changes in said fee including its effective date, prior to being obligated to make such deduction(s).

Section 5.9. The Employer will provide the Union a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement and annually thereafter.

ARTICLE 6

NO STRIKE/NO LOCKOUT

Section 6.1. The Employer and the Union realize that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that neither it, its officers, representatives, or members will authorize, instigate, cause, aid, condone or participate in strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.

Section 6.2. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, upon notification by the Employer the Union will prepare a letter addressed to the Employer and all bargaining unit employees stating "the strike action is not sanctioned by the Union and that all employees should return to work immediately," signed by the ranking Union officer of the Local.

Nothing in this article shall be construed to limit or abridge the Employer's right to seek any available legal remedies against the Union or its bargaining unit members to deal with any unauthorized or unlawful strike, or to impose discipline including discharge upon those employees violating this article. A grievance may be filed on the issue of whether any employee was actually engaged in a strike, work stoppage or slowdown, or other concerted activity as outlined in Section 6.1(A) of this article.

Section 6.3. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members during the term of this Agreement, unless those members have violated Section 6.1 of this article.

ARTICLE 7
NONDISCRIMINATION

Section 7.1. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms, or conditions of employment because of such on the basis of an individual's race, color, religion, sex, age, national origin, disability/handicap, ancestry, genetic information, veteran/military status of any person or in any manner prohibited by the laws of the State of Ohio or the United States. The Union shall share equally with the Employer the responsibility for applying this article of the agreement.

Section 7.2. Policy. The Employer and the Union agree not to interfere with the desire of any employee to become, remain, or refrain from becoming a member of the Union, or restrain or coerce employees in the exercise of the rights guaranteed in Ohio Rev. Code Chapter 4117. Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein.

Section 7.3. Discipline. Nothing herein shall be construed to prevent or preclude the Employer from disciplining an employee for lack of performance or inability to perform assigned tasks in accordance with the disciplinary article of this Agreement.

Section 7.4. Gender. Any reference to the male gender in this Agreement shall be equally applicable to females, or vice-versa.

ARTICLE 8
GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Procedure: The purpose of this procedure is a timely adjustment of grievances by the Employer and the Union following a prompt investigation and thorough discussion. In the event any grievances arise concerning the interpretation or application of any terms of this Agreement, such matters shall be adjusted according to the procedures and conditions set forth below.

Employees should attempt to resolve problems informally with their immediate supervisor before resorting to the grievance procedure. Any agreement between the employee and the supervisor will be a non-precedent setting settlement.

A grievance shall be defined as a dispute between the Employer and the Union, an employee, or a group of employees, as to the interpretation, application, or violation of any terms or provisions of this Agreement and shall be processed in accordance with this Article. Any dispute or grievance which would change the terms of this Agreement is not a grievance and is not subject to the grievance procedure.

Section 8.2. Step One: The employee or the Union through its shop steward, Local Executive Board, or National Representative shall submit the grievance in writing via certified mail, electronic mail, or hand delivery during business hours to the Director or his/her designee, within ten (10) calendar days of the occurrence giving rise to the grievance, or at the time the grievant or Union became aware of the occurrence. In no case will a grievance be considered which is

submitted later than thirty (30) calendar days following the date of the facts. This thirty (30) calendar day limit is designed to accommodate employees who were on leave status at the time of the occurrence of the facts. An employee returning from leave has five (5) working days to file a grievance over an occurrence during the term of her leave, provided the thirty (30) day limit is not exhausted. The Director shall meet with the grievant and his/her representative within fourteen (14) calendar days and give his/her answer in writing within five (5) days after such discussion.

Section 8.3. Step Two: Grievance Mediation: If the grievance is not satisfactorily settled at Step One, the Union and the Employer may, within ten (10) calendar days, submit the grievance to mediation only by mutual agreement. The parties shall use FMCS mediators. The action(s) or recommendation of the mediator is not binding on either party. Neither party can use mediation against the other party for arbitration.

Section 8.4. Step Three: If the parties are unable to resolve the grievance at Step One, or Step Two if utilized, the Union, in its sole discretion, may file with the FMCS a demand for arbitration. A demand to arbitrate must be filed within thirty (30) calendar days after the Step One response, or the conclusion of Step Two if utilized, and the Union shall provide to the Employer a copy of its demand.

Section 8.5. Arbitration Procedure: The party demanding arbitration shall request from the Federal Mediation and Conciliation Service ("FMCS") a panel of nine (9) impartial arbitrators, domiciled in Ohio, NAA arbitrators only.

Within fourteen (14) calendar days of receipt of the list of arbitrators, each party shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS.

Prior to ranking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may strike up to two (2) lists.

The Federal Mediation and Conciliation Service shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties the date, time, and place of the meeting.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

- A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable law;
- B. Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or making any award based on rights arising under any previous Agreement; or

C. Establishing any new or different wage rates not negotiated as part of this Agreement.

In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the occurrence giving rise to the grievance in accordance with the timelines specified in Section 8.2, Step One.

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 grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before a different arbitrator.

The decision of the arbitrator shall be final and binding on the Grievant, the Union and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing, and for only such time as the employee is required to be present at the hearing.

Each party shall bear one-half (0.5) of the fee for the arbitrator, hearing, and any other expenses jointly incurred by mutual agreement. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

Section 8.6. Suspension and Termination Grievances: The Employer shall notify the Union in writing of any suspension or termination within ten (10) calendar days of such action. The Union and/or the employee shall have ten (10) calendar days to grieve the suspension or termination. Such grievances may be processed at Step Two of the grievance procedure.

Section 8.7. Time Limits: Any grievance which is not filed or prosecuted within the time limitations set forth shall be deemed waived. By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and this extension must be confirmed in writing within the specified time limits.

Section 8.8. The grievant(s) and at least one (1), but no more than two (2) Stewards, only one (1) of whom shall be eligible for no loss of pay under Section 3.3 (Union Rights), shall participate in any and all steps of the grievance procedure. The parties agree to exercise their best efforts to schedule grievance meetings outside the grievant's regularly scheduled work time. Unless explicitly authorized by the Employer, no more than two (2) grievants shall be permitted to attend a grievance meeting.

Section 8.9. Only discipline resulting in suspension, reduction in pay and/or position, or discharge shall be arbitrable under this Agreement. Written and verbal reprimands may be

grieved directly to Step One, but shall not be arbitrable. However, employees may prepare and have attached their written comments regarding their written or verbal reprimand.

Section 8.10. The procedures set forth in this article shall be the sole and exclusive procedures for resolving any grievance or dispute which was or could have been raised by the Union or by an employee covered by this contract. It is expressly understood that the procedures set forth in this article completely replace (and are not in addition to) any appeal process of the State Personnel Board of Review or of any such set of procedures.

ARTICLE 9 **CORRECTIVE ACTION**

Section 9.1. Employee Discipline or Discharge. No Employee shall be disciplined or discharged without just cause.

Section 9.2. Work Punctuality. Employees shall be present and ready to work at their scheduled starting times and at the assigned work site. The Union recognizes that punctuality of employees is of vital importance.

Section 9.3. Absence Without Leave. An employee who is absent for all or part of a scheduled workday without leave is subject to the disciplinary policy. Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including discharge, in accordance with the regular practice or policy on absences without leave.

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

- Oral Reprimand
- Written Reprimand
- Suspension (Paid or Unpaid)
- Last Chance Agreement
- Discharge

The Union recognizes the right of the Employer to require an employee to attend counseling such as anger management courses and/or drug and alcohol treatment. An instruction to attend such classes shall not be subject to arbitration and such class(es) shall be paid for by the Employer.

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

Section 9.6. Employee Contesting Disciplinary Action through Grievance. Ohio Revised Code 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedure. Oral and written reprimands are not subject to the arbitration step of the Grievance Procedure (Section 8.7).

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

- A. Oral and written reprimands will cease to have force and effect after eighteen (18) months, however, employees may prepare and have attached their written comments regarding their written or verbal reprimand;
- B. Records of suspensions will cease to have force and effect after thirty (30) months.

Section 9.8. A newly-hired probationary employee may be terminated anytime during her probationary period and the discharge shall not be subject to the grievance and arbitration procedure.

Section 9.9. In accordance with the provisions of ORC 4117.10(A), this article and/or sections thereof are intended to specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code including but not limited to ORC 124.03, 124.33 and 124.34; OAC 123:1-31-01; OAC 123:1-31-01 through 123:1-31-04.

ARTICLE 10

PROBATIONARY PERIODS

Section 10.1. Every newly-hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. All full-time employees' new hire probationary period shall be for a period of six (6) calendar months. All part-time employees' new hire probationary period shall be for 1,040 worked hours not to exceed one (1) calendar year. A newly hired probationary employee may be terminated any time during his or her probationary period and shall have no appeal over such removal.

Section 10.2. Any newly-promoted employee will be required to successfully complete a probationary period in his or her newly-appointed position. The probationary period for a newly-promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly-promoted employee may be returned to his or her former position any time during this probationary period. The Employer may fill any position vacated as a result of a promotion, however, such appointment is considered temporary and possibly subject to its own probationary period. If any promoted employee is returned to their former position, the employee temporarily appointed to fill a vacancy shall be moved back to their formerly held position.

Section 10.3. For new hire probationary periods, time spent on any leave of absence without pay and any paid leave of absence shall not be counted as part of the probationary period. The probationary period shall automatically be extended by a corresponding period of time.

Section 10.4. In accordance with the provisions of ORC 4117.10(A), this article and/or sections thereof are intended to specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code including but not limited to ORC 124.27; OAC 123:1-19-01 through 123:1-19-05.

ARTICLE 11 **SENIORITY**

Section 11.1. Seniority. Departmental seniority shall be computed from the date of hire on the basis of uninterrupted length of service with Vinton County EMS in either a full- or part-time position. When an employee takes an approved unpaid leave of absence, his/her seniority date shall be changed by the period of time during which he/she was on leave. The amount of time spent as either a full-time or part-time employee shall determine the employee's overall departmental seniority. 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 departmental seniority, but full-time seniority is based solely on the amount of time spent in a full-time status.

Section 11.2. Break in Service. 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 and/or fails to return to work within seven (7) calendar days after service of notice of recall;
- E. fails to return to work at the expiration of a leave of absence;
- F. accepts a managerial position, and returns back to the bargaining unit no more than one (1) year later, the time spent in the managerial position will not be counted for the purposes of seniority.

Section 11.3. Ties. Ties in seniority shall be broken by placing the names of the employees in question in a container and having the employees present during the drawing. When more than two (2) employees are in question, the order that the names are drawn will determine the order of seniority. If two (2) part-time employees are hired for full-time positions on the same date, their seniority date will be determined by their original date of hire with Vinton County EMS.

Section 11.4. Posting of the List. The Employer shall post an updated seniority list one (1) time per year at its main base of operations.

ARTICLE 12
VACANCIES

Section 12.1. Vacancy. Whenever the Employer determines that a permanent vacancy is to be filled within the bargaining unit, the procedure set forth in Article 12.2 should be followed. Any time a bargaining unit position is posted, the posted position shall be filled according to the criteria set forth below.

Section 12.2. Filling of Vacancies. The Employer will fill vacancies as follows:

- A. **Posting.** Except as provided below, the Director or designee shall post the vacancy notice, naming the available job. The posting shall be for ten (10) calendar days. Interested candidates must submit a letter of intent to the Director or designee by the end of the posting period. Employee applicants bear the responsibility for ensuring that all verifications of qualifications are supplied to the Executive Director or designee and/or in their personnel file prior to the expiration date of the posting.
- B. **Selection.** The Director or designee shall select the candidate he deems most qualified based on the job-related experience, training, test results, disciplinary history, and educational background needed to perform the duties of the posted job.
- C. If more than one (1) person meets all the qualifications in 12.2(B) above, then seniority will be the deciding factor.

Section 12.3. Transfers and Assignments. The Director has authority to determine all transfers and assignments.

Section 12.4. In accordance with the provisions of ORC 4117.10(A), this article and/or sections thereof are intended to specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code including but not limited to ORC 124.27-124.32 and OAC 123:1-19-01 through 123:1-19-05.

ARTICLE 13
LAYOFF AND RECALL

Section 13.1. Layoff.

- A. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employees and the Union fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Employer agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union. The Employer and Union may agree to implement a paper layoff process under which employees who are to be laid off or displaced may be required, before the date of the actual layoff, to preselect their options for displacing other employees.
- B. The Employer shall determine in which classification(s) layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within

each classification in order of classification seniority within the classification of the affected layoff, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

- C. For the purposes of this Article, classifications shall mean the same as the classifications listed in Article 2, Recognition.

Section 13.2. Recall.

- A. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees to the classification from which they were laid off or any lower classification in the same classification series. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff.

When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift or assignment at which they were working when laid off.

Notice of recall from a long-term layoff shall be personally delivered and/or sent to the employee by certified or registered mail with a copy to the Union. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with her latest mailing address.

- B. In the case of a recall, the recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice, with notice to the Union, to notify the Employer of her intention to return to work and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or agreed to by the Employer and Union.

Section 13.3. In accordance with the provisions of ORC 4117.10(A), this article and/or sections thereof are intended to specifically supercede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code including but not limited to ORC 124.32; ORC 124.321 through 124.328; OAC 123:1-41-01 through 123:1-41-23.

ARTICLE 14
SAFETY AND HEALTH

Section 14.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, Management accepts its responsibility to provide safe working conditions, tools, equipment and working methods for its employees. The supervisor will see that safety rules and safe working methods are followed by his employees. The employee(s) accepts the responsibility not to neglect or abuse his equipment, tools or work area, and accepts the responsibility to follow all safety

rules and safe working methods as prescribed by the Employer's standard operating procedures. All unsafe working conditions must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known.

ARTICLE 15

LABOR/MANAGEMENT MEETING

Section 15.1. Meetings Needed. In the interest of sound labor relations, the Director or his designee(s) shall, upon request, unless mutually agreed otherwise, quarterly on a mutually agreeable day and time, meet with not more than three (3) officers of the Union to discuss those matters addressed below. Additional employee representatives may attend by mutual agreement.

Section 15.2. Meeting Notification and Proposed Agenda. At least five (5) days in advance of such scheduled meetings, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending. There shall be no publication of the agenda or release of the information concerning the labor relations committee's deliberations or recommendations without the advance approval of both the Union President and the Director or designee.

The purpose of such meetings shall be to:

- A. discuss the administration of this Agreement;
- B. notify the Union of changes wishing to be made by the Employer, which affect bargaining unit members of the Union.
- C. discuss the grievances, which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed upon by both parties;
- D. disseminate general information of interest to the parties;
- E. discuss ways to increase productivity and improve efficiency;
- F. give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
- G. consider and discuss health and safety matters relating to employees.

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

Section 15.3. Special Labor Relations Meetings. If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 15.4. Labor/Management Meetings Time Limit. Labor/management meetings are not to be negotiation sessions to alter or amend the basic Agreement. Neither party is required to continue meeting after the third hour.

ARTICLE 16
WORK RULES

Section 16.1. The Employer, in order to carry out statutory mandates and goals, maintains the right to promulgate and enforce reasonable work rules, policies, standing operation procedures and directives, consistent with statutory authority, to regulate the conduct of employees and the conduct of services and programs. For the purposes of this article, all of the above shall be considered inclusive in the terminology of Work Rules. The Union agrees that its members shall comply with all EMS Department rules, regulations, and orders, including those relating to conduct and work performance.

Section 16.2. Work rules shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed.

Section 16.3. Prior to implementing new or changed work rules, policies or procedures, the Employer will notify the IAEP at least fourteen (14) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will meet to negotiate in good faith. If the IAEP does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement a proposed change.

Section 16.4. If agreement cannot be reached on new or revised rules, policies or procedures, and the Employer implements the proposed changes, the IAEP may file a grievance if a conflict exists between this agreement and the newly implemented rules, policies or procedures. Said grievance may be filed by the IAEP at Step 2 of the grievance procedure.

Section 16.5. Notwithstanding the preceding sections, if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the fourteen (14) day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving their rights.

ARTICLE 17
STANDARD OPERATING GUIDELINES

Section 17.1. Copy Of SOG's Given To IAEP Prior To Enforcement. The Director agrees that SOG's shall be reduced to writing and a copy given to a local IAEP officer in advance of their enforcement. SOG's shall not violate this Agreement.

Section 17.2. Copies Of All SOG's Submitted After Contract Agreement. A complete copy of all SOG's shall be submitted to the Union no later than sixty (60) days after the implementation of this Agreement.

ARTICLE 18
PERSONNEL FILES

Section 18.1. Review. Employees will be allowed to review their personnel file review at any reasonable time upon written request to the Employer and in the presence of the Director or designee. The Employer will comply with Ohio and federal law in the release of personal information.

Section 18.2. Inaccuracies. Should any employee have reason to believe that there are inaccuracies in documents contained in his file; the member may notify the Employer in writing of the alleged inaccuracy. The employee shall have the right to submit a written statement detailing his objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member.

ARTICLE 19
SCHEDULING, HOURS OF WORK AND OVERTIME

Section 19.1. This article defines the regular hours of work and scheduling and shall not be construed as a guarantee of work hours per day or week.

Section 19.2.

- A. The Director (or designee in his absence) shall be in charge of the scheduling of personnel. The Director may on occasion fill in and cover shifts or ride a truck provided that such coverage is not regularly used to avoid overtime for bargaining unit employees.
- B. The OIC(s) shall be scheduled in a manner of (24/48) 24 hours on duty and 48 hours off duty, UC(s) shall be scheduled (24/72) 24 hours on duty and 72 hours off duty. Full-time personnel shall submit in writing all requests for utilization of vacation to the Director. Full-time personnel may request in writing to use paid leave with at least two (2) weeks notice, any request of less than two (2) weeks will be considered, provided that the full-time employee secures his/her own coverage for said time, and that coverage does not result in excessive overtime. (Excessive overtime is defined as any time greater than eight (8) overtime hours.) Cancellation of scheduled time off shall be made before the schedule encompassing the scheduled time off has been posted, or the request will be denied. Cancellation of time off, pursuant to this Article, can occur without penalty to the bargaining unit employee.
- C. All part-time employees shall be scheduled for shifts according to their certification level and at the discretion of the Director.
- D. Effective upon the signing of the Agreement by both parties, if an employee hasn't worked for sixty (60) days, the employee has thirty (30) days to work six (6) hours, or they will be released from employment unless otherwise agreed to by the Employer. At the signing of the collective bargaining agreement, if a part-time employee hasn't worked for the previous six (6) months, they will be released from employment.

- E. All part-time employees shall be compensated at the hourly rate of pay for their certification level.
- F. All part-time employees shall submit a schedule request. Schedule requests are to be submitted by midnight on each Wednesday in order to complete the upcoming week's duty schedule. Schedule requests may be filled out as far in advance as desired.
- G. All employees are responsible for checking and determining their scheduled work time. Employees who rely on other employees to complete their schedule requests on their behalf accept the sole responsibility for any errors.
- H. The minimum work hours may be waived by the Director upon written request by the employee outlining the reason or need of such waiver for a period of time not to exceed forty-five (45) days. This section shall not apply to employees on sick leave.
- I. Schedule changes between employees shall be approved by the OIC, UC and/or Director. If, at any time, it becomes necessary for an employee to request an emergency schedule change due to a change in their regular employment or for other personal reasons, it will be the responsibility of the employee to secure staffing and submit a schedule change request to the OIC or UC.
- J. Any employee who has a permanent schedule request and is scheduled during a time period that falls on a holiday is entitled to take that time off with regular pay as provided in the Holiday Article of this Agreement. However it must be requested in writing at least two (2) weeks prior to that scheduling period. Any permanent schedule employee(s) may be mandated to work their normally scheduled time, if personnel are not available to work. Any deviation from the permanent request shall be posted on a monthly schedule request.
- K. All employees are hereby notified that schedule requests are requests only and shall not guarantee that you shall receive the specified time.
- L. All traded shifts shall be approved by the OIC/UC, Communications Supervisor and/or Director, traded time should be hour-for-hour unless agreed upon by the personnel involved, traded shifts shall not result in overtime, and neither shall they cross payroll weeks.

Section 19.3.

- A. ALL OVERTIME MUST BE APPROVED by the OIC/UC, Communications Supervisor, or Director. If an employee calls off a shift, the established call-in procedure shall be utilized.
 - 1. Offering of an open shift shall first go to personnel who have obligated themselves to an unpaid time, if it will not result in overtime for the replacement employee.

2. If unsuccessful, the "Wednesday shift" Tier II employee shall be contacted and offered the available time.
 3. If still unsuccessful, the seniority call list shall be utilized. If the prospective employee from the seniority call list would result in overtime for that employee, the next employee on the list shall be contacted.
 4. The only instances overtime shall be approved is when all other options have been exhausted and no other employee is available for that shift
- B. Sick time utilization requires at least two (2) hours' notice to be given to the OIC/UC and/or Dispatcher in their absence. This is to ensure uninterrupted coverage.
- C. When an employee is required to work in excess of forty (40) hours during the seven (7) day work period, he shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1.5) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement.
- D. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee will be included. All other hours for which the employee is compensated but does not actually work, except sick leave, shall be included in determining eligibility for overtime.
- E. In accordance with the provisions of ORC 4117.10(A), this article and/or sections thereof are intended to specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code including but not limited to ORC 4111.03 and OAC 123:1-47-01.
- F. Upon approval of the Director, employees may elect to receive compensatory time in lieu of cash payment for overtime, with a maximum accrual of thirty-two (32) hours.

Section 19.4. Within thirty (30) days following adoption of this Agreement by both parties, the Employer may install and utilize a time clock for recording employees' start/stop times.

ARTICLE 20

LEAVE OF ABSENCE WITHOUT PAY

Section 20.1. The authorization of a leave of absence is a matter of administrative discretion. The Employer in each individual case will decide if a leave of absence is to be granted. Unpaid leaves of absence will not exceed three (3) months duration, unless an extension is requested by the employee and approved by the Employer for up to an additional three (3) month period, or as specified elsewhere in the Agreement.

Section 20.2. Except in cases of emergency, an employee must request an unpaid leave at least thirty (30) days in advance.

Section 20.3. An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work and/or may discipline the employee up to and including discharge. In no case shall leave be granted nor used for the purpose of seeking or accepting other employment.

Section 20.4. An employee may return from a leave of absence before the time granted for the leave expires, with the permission of the Employer.

Section 20.5. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from his/her job.

Section 20.6. The Employer may require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the substantial duties of her position. An employee found to be physically or mentally unable to perform the substantial duties by such physician shall be placed on sick or leave without pay.

Section 20.7. The Employer shall place an employee returning from leave in the same or similar classification, if the original classification no longer exists, from which the employee took leave. If such classification no longer exists, the Employer shall treat the employee as if she were laid off from her classification, and allow the employee appropriate rights as set out in this Agreement.

Section 20.8. An employee may request, or the Employer may place following a medical determination, a leave of absence without pay for maternity or disability purposes by submitting such request in writing to the Employer, subject to the requirements found within this Article. A disability leave may be granted only when an employee has exhausted her accumulated sick and vacation leaves.

Section 20.9. The Employer may grant any employee a leave without pay for personal reasons, in accordance with the rules for leaves of absence in this Agreement.

Section 20.10. An employee is entitled to unpaid maternity or disability leave if declared incapacitated for the performance of the duties of her position by a licensed practitioner designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, she shall furnish a statement from his/her attending practitioner certifying the employee is able to return to work before his/her scheduled reporting time, to the Director or designee.

In all other respects the employee is subject to the rules for leaves of absence in this Agreement.

Section 20.11. Leave for male employees may be deducted from sick leave for care of the employee's wife and family during the post-natal period. Such sick leave shall be for a maximum period of five (5) consecutive shifts, or fourteen (14) calendar days, whichever is less.

Section 20.12. In accordance with the provisions of ORC 4117.10(A), this article and/or sections thereof are intended to specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code including but not limited to ORC 124.388; ORC 124.32; OAC 123:1-30-01 through 123:1-30-04; OAC 123:1-34-01, 123:1-34-03, 123:1-34-08.

ARTICLE 21 **SICK LEAVE**

Section 21.1. Sick leave shall be accrued as per the ORC and/or the OAC. Upon retirement sick leave may be withdrawn as stated in the ORC section 124.39. Sick leave shall be granted for the following reasons:

- A. Illness, pregnancy, or injury of the employee. Routine examinations do not qualify for sick leave.
- B. If members of employees' household have a contagious disease requiring quarantine and the employee also falls under the quarantine because of exposure to the disease.
- C. Illness, injury, or death in the employee's immediate family. (In the event of injury or illness leave will be granted for immediate attendance to a family member.)
- D. Immediate family shall be defined as stated in Section 21.5.
- E. Full-time personnel shall notify the Director of their absence. Part-time personnel shall notify the OIC, UC, and/or Dispatcher if the OIC or UC is unavailable.

Section 21.2. Medical certification shall be required for the following absences:

- A. 40-hour employees: any illness exceeding three (3) consecutive eight (8) hour days.
- B. 24/48 and 24/72 employees: after use of sick time on two (2) consecutive twenty-four (24) hour shifts.

Section 21.3. Personnel shall notify their supervisor as far in advance as possible but not later than two (2) hours prior to the shift starting time. Otherwise, the absence shall result in leave without pay.

Section 21.4. Falsification of a physician's statement, excessive absenteeism or falsification of sick leave reasons or failure to comply with the provisions of this Section may result in discipline.

Section 21.5. For the purposes of this article, immediate family is defined as employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or members of the employee's immediate household.

The Employer may investigate any employee's absence.

Section 21.6. The Employer may require an employee to take an examination, conducted by a licensed practitioner selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer.

Section 21.7. Sick leave shall not count as hours worked for purposes of calculations of overtime.

Section 21.8. In accordance with the provisions of ORC 4117.10(A), this article and/or sections thereof are intended to specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code including but not limited to ORC 124.38 through 124.387; ORC 124.39; ORC 124.391; OAC 123:1-32-01 through 123:1-32-11.

ARTICLE 22 **BEREAVEMENT LEAVE**

Section 22.1. In the event of the death of a relative in the full-time employees' immediate family, one (1) day twenty-four (24) hours for (24/48 and 24/72) employees, and three (3) days for forty (40) hour employees of funeral leave with pay shall be granted. Should the death of a family member occur while an employee is working, the balance of his/her scheduled shift shall be taken as emergency leave and not counted as funeral leave.

Section 22.2. The immediate family for the purposes of VCEMS Policies & Procedures shall be defined as the employee's spouse, parents, children, stepchildren, grandchildren, grandparents, aunts, uncles, siblings, step-siblings, step-parents, mother-in-law, father-in-law, sister(s)-in-law, brother(s)-in-law, daughter(s)-in-law, son(s)-in-law, or members of the employee's immediate household.

Section 22.3. Part-time employees regularly scheduled to work a shift will be permitted to have that shift off with pay, to attend the funeral of a member of their immediate family as defined in Section 22.2. If the death occurs while the employee is working, they shall receive pay for the remainder of their scheduled shift.

Section 22.4. Employees who need additional time off may take sick days, vacation or holiday time, or days off without pay.

ARTICLE 23
PERSONAL DAYS

Section 23.1. Forty (40) hour and Tier II personnel shall earn two (2) personal days each calendar year. Personal days are non-accumulative from year-to-year, and must be taken in the year earned.

ARTICLE 24
EMERGENCY LEAVE

Section 24.1. All full-time employees shall be entitled to emergency leave equivalent to a maximum of one (1) regular work shift per year.

Section 24.2. Emergency leave may be taken for the following situations:

- A. Medical emergency involving significant others which are not covered by immediate family definition (does not live with the employee).
- B. Serious emergencies involving employee's personal property.
- C. Employees using Emergency Leave shall complete an unusual occurrence report and attach such to his/her time sheet explaining the need.

ARTICLE 25
MILITARY LEAVE

Section 25.1. All employees who are members of the Ohio National Guard, the Ohio organized 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 performing service in the uniformed services as defined in Section 5903.01 of the Ohio Revised Code for up to twenty-two (22) eight (8) hour workdays or not to exceed one hundred seventy-six (176) hours in any one (1) calendar year. 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, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. This provision in no way abrogates a veteran's present or future rights.

Section 25.2. 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, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code 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 or salary.

ARTICLE 26
VACATION

Section 26.1. All full-time employees shall earn annual vacation based on their full-time service according to the following table, to be accrued equally over 26 pay periods. Employees may carry over into the next year up to three (3) times the amount of vacation accrued within one (1) year of employment. Employees hired after the effective date of this Agreement may carry over into the next year up to one (1) time the amount of vacation accrued within one (1) year of employment.

Tier I – 24/48 personnel:

After 1 year of full-time service	2 work weeks (80 hours)
After 8 years of full-time service	3 work weeks (120 hours)
After 15 years of full-time service	4 work weeks (160 hours)
After 25 years of full-time service	5 work weeks (200 hours)

Tier II – 24/72 personnel:

After 1 year of full-time service	2 work weeks (80 hours)
After 8 years of full-time service	3 work weeks (120 hours)
After 15 years of full-time service	4 work weeks (160 hours)
After 25 years of full-time service	5 work weeks (200 hours)

40-hour personnel:

After 1 year of full-time service	2 work weeks (80 hours)
After 8 years of full-time service	3 work weeks (120 hours)
After 15 years of full-time service	4 work weeks (160 hours)
After 25 years of full-time service	5 work weeks (200 hours)

Vacation requests will be filled on a full-time seniority basis. Tier I Employees should make vacation requests for the coming year no later than December 1st of each year. Tier II Employees should make vacation requests for the coming year no later than December 15th of each year.

Section 26.2. Cross-Utilization of Paid Leave: Employees of Vinton County EMS who hold other positions with Vinton County may not apply any accrued sick leave, vacation, and/or holiday time earned from the other department to their position with Vinton County EMS, nor vice versa.

Section 26.3. Part-time Employee Exclusion — Vacation: Part-time employees shall not accrue vacation time. (Part-time employees are defined as: personnel who work no more than thirty nine (39) hours per week of scheduled paid shifts.)

Section 26.4. Hours spent on vacation shall count as hours worked for purposes of calculation of overtime.

Section 26.5. In accordance with the provisions of ORC 4117.10(A), this article and/or sections thereof are intended to specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code including but not limited to ORC 9.44; ORC 325.19.

ARTICLE 27 **HOLIDAYS**

Section 27.1. For purposes of this article, the Employer recognizes full-time shifts as the twenty-four (24) hour period beginning at 0900 hours, and part-time shifts as the twenty-four (24) hour period beginning at 0000 hours for holiday purposes.

A. Forty (40) hour & Tier I employees shall earn holidays as listed in Section 27.2, and may elect to work the holiday if scheduled, at one and one-half (1.5) times their normal rate of pay. If the employee wishes they may elect to bank the holiday, which must then be taken within sixty (60) calendar days at their normal rate of pay.

Tier II employees shall earn holidays only if their normally scheduled shift occurs on the holiday as listed in the noted sections, Tier II employees may elect to work the holiday at one and one-half (1.5) times their normal rate of pay, or take off the shift at their regular rate of pay.

(Management may require any employee to work a holiday, at which time they will be compensated as stated above).

B. Part-time personnel working any hours during the holiday will be paid at one and one-half (1.5) times their normal rate of pay. Personnel with regularly scheduled hours which fall on the holiday may take that time off at their normal rate of pay, providing they request the time prior to the posting of the schedule in which the holiday falls. VCEMS shall retain the right to require any employee to work on any holiday.

Section 27.2. The following are the designated holidays for holiday pay:

New Year's Day	First day in January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Patriot's Day	Eleventh day of September
Columbus Day	Second Monday in October

Veteran's Day
Thanksgiving Day
Christmas Day

Eleventh day of November
Fourth Thursday in November
Twenty-fifth day of December

Section 27.3. In accordance with the provisions of ORC 4117.10(A), this article and/or sections thereof are intended to specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code including but not limited to ORC 124.19; ORC 325.19.

ARTICLE 28 **INSURANCE**

Section 28.1. The Board shall provide the same paid medical and hospitalization plan for bargaining unit members as the County Commissioners provide for their non-bargaining unit General Fund employees. The Board shall choose the insurance carrier.

Section 28.2. If the premium cost of the Employer-provided medical and hospitalization plan increases, and as a result the rate of contribution for non-bargaining unit General Fund employees is increased, the contribution rate for bargaining unit employees shall be increased commensurately.

ARTICLE 29 **WAGES**

Section 29.1. Current Employees. All current employees' pay rates will be raised to the Entry rate of pay for their classification in Section 29.3 below. Any employee paid above the Entry rate of pay for their classification shall retain their rate of pay and receive the annual increases provided for herein.

Section 29.2. New (Probationary) Bargaining Unit Members. All regular part-time employees who become full-time will begin at the "Entry" point of the Salary Scale defined in Section 29.3, below.

Section 29.3. Salary Scale. All members will receive their annual pay increase in the first full pay period of September each year during the contract period.

Entry Rate	
Basic	8.00
Intermediate	9.00
Paramedic	10.00

Section 29.4. All employees shall receive the following across-the-board increases:

September 2013	2.0%
September 2014	2.0%
September 2015	2.0%

Section 29.5. Promoted Employees.

- A. An employee who is newly promoted shall receive an increase of \$1.00 per hour upon promotion
- B. An employee who changes from part-time status to full-time status shall receive an increase of \$1.00 per hour upon status change.

ARTICLE 30
UNIFORMS

Section 30.1. Uniforms. All employees will be provided the following uniform items:

- A. Maroon uniform shirt, with a Vinton County EMS patch. Certification patches/American Flag patches will be issued as needed.
- B. Photo ID.
- C. Black uniform pants.
- D. Black Boots.
- E. Sweat shirt.
- F. One (1) three-season jacket.

Section 30.2. Replacement. The County agrees to replace items issued as part of the required uniform that are damaged in the course of employment. The Director reserves the right to determine whether an article is damaged sufficiently to warrant replacement except for travel to and from work. Employees may not wear any of the items listed above while they are not on duty at Vinton County EMS. All items must be returned to the Employer upon an employee's separation from employment.

ARTICLE 31
TRAINING

Section 31.1.

- A. VCEMS shall offer to all employees annual required training. Such training shall meet OSHA standards.
- B. Training shall be provided as follows:
 - 1. As soon as possible after hiring a new employee and annually thereafter within one (1) year of the previous training.
 - 2. Information as listed in the OSHA standards requiring training regarding bloodborne pathogens or any other infectious organisms.
 - 3. As soon as VCEMS instructors and funding are available, hazmat awareness and defensive driving will be added to the required annual training.

Section 31.2. Training Records. Employees that obtain CE's out of house must provide copies of certificates of completion to the T.C. for personnel files.

Section 31.3. Continuing Education.

- A. An annual training schedule will be posted by January 1 of each year.
- B. CPR, ACLS, PALS, PHTLS, and/or BTLS will be offered yearly.
- C. In-house instructors shall be paid at their regular rate of pay while teaching.

ARTICLE 32 **ACCIDENTS**

Section 32.1. No employee shall willfully damage, abuse, or misuse uniforms, Employer vehicles or property issued to or utilized by them. An employee shall not be disciplined for accidental damage to Employer uniforms, vehicles, or property that results from or during the proper performance of the employee's normal duties.

ARTICLE 33 **CRITICAL INCIDENT STRESS DEBRIEFING**

Section 33.1. The Employer will make available to employees critical incident stress debriefing ("CISD"). In the event the debriefing is required by the Employer or recommended by the Employer's CISD provider, time spent in CISD will be considered time worked.

Section 33.2. The employee shall provide to the Employer proof that the employee participated in the CISD sessions. No other information shall be provided or released.

ARTICLE 34 **DRUG AND ALCOHOL POLICY**

Section 34.1. No employee shall use, possess, distribute, manufacture, or sell controlled substance or drug of abuse as defined in Ohio Revised Code Sections 3719.01 and 3719.011 (hereafter referred to as drug or drugs); prescription medications taken pursuant to the instructions of a valid prescription are not drugs of abuse.

Section 34.2. No employee shall use, possess, distribute, manufacture or sell alcohol while on the job.

Section 34.3. No employee shall be under the influence of drugs and/or alcohol or a combination thereof while on the job, on Employer premises, or on or while using Employer equipment.

Section 34.4. Any employee convicted of an offense under a criminal drug statute for an offense occurring within the workplace must report the conviction to the Director no later than five (5) working days after the conviction.

Section 34.5. A violation of these rules is cause for disciplinary action up to and including termination of employment.

Section 34.6. Recognizing that drug and alcohol abuse are treatable illnesses which should be dealt with initially by treatment and education, it is the Employer's policy to prevent and rehabilitate rather than terminate the employment of workers who are alcohol and/or drug dependent. No employee will be discharged for voluntarily seeking assistance for a substance abuse problem; however, co-occurring performance, attendance or behavioral problems may result in disciplinary action up to and including termination of employment.

Section 34.7. In furtherance of the goals set forth above, the parties adopt the alcohol and drug testing policy and procedures which follow. The testing policy shall be implemented in a consistent, nondiscriminatory manner. All employees will be provided with a copy of the testing policy prior to its implementation and will be provided information concerning the impact of the use of alcohol and drugs on job performance. Employees and supervisors will be trained to recognize the symptoms of alcohol and drug abuse, impairment and intoxication.

Section 34.8. Applicants for employment with the Employer, who have been conditionally offered a position with the Employer, shall be required to submit to testing to determine the presence of alcohol and/or drugs. Pre-employment testing protocol shall be determined by the Employer. Standards for the administration of the tests set forth in Section 34.11 of this policy are not applicable to pre-employment testing. An employee during the employee's original period of probation, who tests positive or otherwise violates this policy may be terminated.

Section 34.9. All new employees will receive the policy and procedure information on their initial hire date. No employee shall be tested until this information is provided to the employee. A signed log sheet shall be filed in new and existing employee's personnel file indicating receipt of the policy and procedure.

Section 34.10. Random drug testing will not be permitted under any circumstances. Drug and alcohol testing of employees may be administered only where there is reasonable suspicion to believe that the employee to be tested is impaired by the use of an alcoholic beverage and/or drugs, or in the event of a vehicular accident involving bodily injury or serious property damage, as determined by a supervisor based on standards established by the Employer.

This policy is not to be utilized for criminal law enforcement purposes. However, this policy does not prevent criminal law enforcement investigation of illegal activity. For example, an employee charged with operating a motor vehicle under the influence of alcohol and/or drugs of abuse (OVI) may be required to submit to testing as part of the criminal investigation and the procedures of this policy would not be applicable to that investigation. Furthermore, evidence derived in a criminal investigation, including drug and alcohol testing, may be used as evidence in a disciplinary proceeding.

The term “reasonable suspicion” shall for the purposes of this policy be defined as follows:

Aberrant or unusual on-duty behavior of an individual employee which:

- A. Is observed on duty by another Employer employee, confirmed in writing by the observing employee, and whenever reasonably possible corroborated by the observation of a witness other than the person alleging the impairment. If a citizen complaint is brought, the complaint must be in writing, signed by the citizen and verified by the employee’s supervisor. The employee suspected of impairment shall be permitted to contact a person of the employee’s choosing by telephone, however, the inability of the employee to reach that person will not delay testing.
- B. Is the type of behavior which is recognized and accepted as symptomatic of intoxication or impairment caused by drugs and/or alcohol.
- C. To the satisfaction of the employee’s supervisor and the Director, is not reasonably explained by other factors than impairment by drugs and/or alcohol. The term “Employer” shall mean either the Director, person(s) designated by the Director to act on the Director’s behalf, or authorized by law to act in the absence or disability of the Director.
- D. Reports of drug abuse or abnormal behavior shall be forwarded immediately to the employee’s supervisor. The supervisor shall investigate the report and document his findings. Reports which are not documented in writing by the employee’s supervisor shall not constitute reasonable suspicion. No alcohol or drug testing may be conducted without authorization of the Director. The Director must document in writing, who is to be tested and why the test is ordered including the specific objective facts constituting reasonable suspicion and the names of any witness or sources of information. A copy of this documentation shall be given to the employee. The employee must have the reasons for testing referral explained by a member of Employer management prior to referral for testing.

If the Director, after a review of the facts, also has a reasonable suspicion that the employee may be intoxicated or impaired, then by written order signed by the Director, the employee may be ordered to submit to a urine and blood test designed to detect the presence of alcohol and/or drugs. A verbal order may be issued by the Director with a written order to follow within 24 hours. If it is determined that a test is to be given, testing shall be made immediately after discussion with the member and Union representative, if available, but no more than one hundred twenty (120) minutes after the reasonable belief determination has been made by the Director, whichever is sooner.

Failure to follow any of the above steps shall result in the invalidation of the test results as if no tests were administered, and test results will not be used for disciplinary purposes. However, failure to follow the above steps does not prevent disciplinary action based upon other evidence.

Refusal to submit to testing after being properly ordered to do so may result in disciplinary action up to and including termination. As the employee is not under arrest during the testing process, an employee subject to testing should not be restrained or prevented from leaving during any part of the test process. However, an employee who fails to complete the test process is subject to disciplinary action up to and including termination.

Except as provided herein, testing shall be done in accordance with 49 CFR Part 40 as amended from time to time by a facility which is certified under Department of Health and Human Services (DHHS) standards and shall consist of tests which detect the presence of the following: Alcohol, Amphetamines, Cannabanoid (Marijuana) Metabolites, Cocaine Metabolites, PCP, Benzodiazepine, Barbiturates, Opiates, Methodone, and Propoxyphene.

The employee shall be transported to the drug testing site by a member of the Employer's office or a person designated by the Director. After sample collection, the employee shall be transported home by the Employer or designee. The employee shall be relieved of duty, without pay from the time of arrival home. The employee remains on a paid status until his arrival at home. If drug testing results are negative, the employee shall be compensated for the period of leave of absence without pay unless other work rule violations are proven to have occurred.

Referral for drug testing, if approved, should normally occur within two hours of the supervisor's observation. Invalidation of the test results does not prevent disciplinary action based on other evidence. Testing may be requested and performed during all shifts (24 hours a day; 7 days/week).

Section 34.11. The following test procedure shall apply to tests administered to employees.

The Employer will request urine and blood samples for testing for controlled substances. Both samples shall be collected at the laboratory or health care facility specified by the Employer. Chain of custody standards as specified in the DHHS standards shall be followed. The Employer may request a blood test, urine test or a breath test for alcohol testing. If a breath test is requested, only breath testing instruments approved in Ohio Administrative Code (OAC) 3701-53-02 may be used.

In the event that a urine sample cannot be produced, or that a sufficient quantity cannot be produced, then the blood sample above shall be analyzed for all other drugs as specified in this procedure.

The employee shall not be observed when the urine specimen is given, unless the person conducting the collection has reason to believe that the donor may be attempting to compromise the integrity of the test. Stringent specimen alteration and/or substitution procedures will be followed by the sample collection site staff. Sample collection specimen containers shall be in sealed containers prior to use and after collection of specimen shall be sealed with evidence tape and labeled in the presence of the employee and person transporting the employee on behalf of the Employer.

The Employer shall choose the sample collection site and laboratory to be utilized for testing.

The following standards shall be used to determine what levels of detected substances shall be considered positive:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	1.000 ng/ml	500 ng/ml GC-MS Amphetaminees 500 ng/ml GC-MS Methamphetamine****
Cannabinoids (Marijuana)	50 ng/ml	15 ng/ml GC-MS
	Metabolites	Metabolites*
Cocaine**	300 ng/ml	150 ng/ml GC-MS
	Metabolites	Metabolites
Opiates	2000 ng/ml	2000 ng/ml GC-MS Morphine 2000 ng/ml GC-MS Codeine 10 ng/ml GC-MS 6-Acetylmorphine 10***
PCP	25 ng/ml	25 ng/ml GC-MS
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazepine	300 ng/ml	300 ng/ml
Methodone	300 ng/ml	300 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Alcohol	.04 of 1% or more by weight of alcohol in the subject's blood – blood test no confirmatory test necessary; or .04 grams or more by weight of alcohol per 210 liters of the subject's breath – breath test no confirmatory test necessary; or .056 of 1 gram or more by weight of alcohol per one hundred milliliters of the subject's urine – urine test no confirmatory test necessary.	

*Delta-9 tetrahydrocannabinol, 9 - carboxylic acid.

**Benzoylcegonine.

***Test for 6-AM when the morphine concentration is greater than or equal to 2,000 ng/ml.

****Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.

DRUG	SCREENING TEST	CONFIRMATION
Alcohol	The following levels constitute a positive test: .04 of 1% or more by weight of alcohol in the subject's blood - blood test no confirmatory test required; or .04	

grams or more by weight of alcohol per 210 liters of the subject's breath - breath test no confirmatory test necessary; or 0.056 of 1 gram or more by weight of alcohol per one hundred milliliters of the subject's urine - urine test no confirmatory test necessary.

A test of .04 (blood alcohol level) or more is considered to be impairment in all cases; the impairment of employees registering below .04 is to be determined by an analysis of all relevant factors (ex. blood alcohol level, physical signs displayed by the employee, what the employee is required to do on the job, etc.)

Tests which are below the levels set forth above, with the exception of alcohol tests, shall be determined as negative. If test results are negative, all documentation regarding supervisor's observations and testing will be destroyed.

In regards to alcohol tests, if it is determined by the Director that the employee tested below the conclusive impairment level and that the employee was not impaired in the performance of his job, all documentation regarding supervisor's observations and testing will be destroyed. Prior to destruction of any of these records, the County Prosecutor shall review the records to determine whether the records have any relevance to any pending or possible litigation. If the County Prosecutor determines that the records have such value, the County Prosecutor shall take possession of the records. Records concerning negative tests shall not be maintained in an employee's personnel file.

At the time the urine specimen is collected, sufficient quantity for two samples will be taken. The two samples will be sent to the laboratory to be tested at the employer's expense. In order to be considered positive, both samples must be tested separately, in separate batches and show positive results. The initial screening shall be done using RIA/EMIT Methodology and the confirmatory test shall be done using mass spectrograph — gas chromatography methodology. All test results are to be reviewed by a toxicologist or physician before being released. No confirmatory test is necessary for alcohol screening.

A portion of the second sample will be stored in a separate container and shall be sealed in the presence of employer's representative and employee. Employer's representative and the employee will sign the evidence tape. This sample shall be made available to the employee for testing by a laboratory chosen by the employee. The employee's option of requesting an independent test by another laboratory must be exercised within ten (10) days of the employee's notification of positive test results and the laboratory selected must be DHHS certified with chain of custody standards followed. The sample shall be stored at the laboratory testing site until notified by the employee of testing instructions or for one year which ever is longer. The cost of testing this sample shall be borne by the employee.

All test results shall be treated as confidential to the extent allowed by law. All test results must be retained in a secure file separate and apart from the

employee's personnel file. The Director, or designee, shall communicate drug testing results to the employee and employee's supervisor and department head, and assure that results are destroyed in the case of negative test outcome. For a first time positive test, results will be disclosed to the employee, employee's supervisor and department head, with a provision for monitoring of compliance through the Director's Office. In the case of a second positive drug test, results will be disclosed to the employee, employee's supervisor and department head, and only those additional people with a specific need to know because of subsequent disciplinary action which may be taken. The results of any test may only be released to other persons, if the employee executes an appropriate release of information.

If the results of the tests administered by the employer on the two samples show that the employee while on duty, was positive: (a) The employee shall be given a copy of the laboratory report by the Director, or designee, before discipline is imposed. (b) The employee shall have the right to present the employer with different results from the test of the third sample conducted by a DHHS certified laboratory chosen by the employee. Failure of the employee to have a third test performed shall not be used against the employee as a basis for discipline. (c) The employer may discipline the employee after consideration of all tests presented provided: that any discipline imposed for the first offense in any 36 month period shall be held in abeyance pending completion by the employee of an approved substance abuse treatment program. In the event an employee enters a treatment program as a result of a positive drug test, a release of information authorization is to be completed by the employee so that the employer can monitor compliance. If the employee successfully completes such a program and is not disciplined for substance abuse for 36 months following the initial charge, the discipline shall be revoked and the employee's record cleared of the offense (subject to County Prosecutor's review of the records as specified in (11) of this policy), and it shall not be used as a basis for any other disciplinary action in the future.

Notwithstanding the foregoing, an employee may be disciplined for the first positive drug test, if there are co-occurring work rule(s) violation(s) sufficiently serious to warrant the action. The second positive drug test shall result in disciplinary action up to and including job termination. Probationary employees may be discharged for any violation of this drug and alcohol policy and need not be offered rehabilitation in lieu of discipline.

Section 34.12. Employees who seek voluntary assistance for drug or alcohol abuse prior to an incident resulting in a reasonable suspicion test may not be disciplined for seeking such assistance. All requests from employees for assistance shall remain confidential. Employees shall be entitled to take accrued sick leave, vacation, compensatory time or leave without pay during absences required as part of the rehabilitation process. Any leave of absence is governed by Article 20, Leave of Absence Without Pay.

Section 34.13. Unless the Employer has complied substantially with all safeguards and procedures specified herein are followed, test results may not be relied upon or serve as a basis

of any discipline or referral to rehabilitation. Minor or trivial deviations that do not affect the integrity and reliability of the testing process shall not invalidate the test results.

Section 34.14. This drug and alcohol testing program was initiated at the request of the Employer. The Employer assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and /or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation or alleged violation of any employee rights arising from the administration of the drug and alcohol testing program.

Section 34.15. The parties recognize that during the life of this contract, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree, the procedure shall remain unchanged.

Section 34.16. This Policy is in no way intended to supersede or waive any Constitutional rights that the employee may be entitled to under the Federal or State Constitutions.

Section 34.17. For the purposes of any disciplinary process Article 9, Corrective Action, of the collective bargaining agreement shall be followed.

ARTICLE 35 **SUBCONTRACTING**

Section 35.1. The Employer shall not contract out the coverage of any calls presently serviced by bargaining unit members, other than calls which have been customarily contracted out, if such contracting out causes, currently and directly, the layoff of bargaining unit members. If the Employer determines that maintaining a County EMS Service is not financially feasible, the Employer may eliminate the County EMS Service and contract with a private provider to provide EMS services to residents of the County. If that happens, the Employer will assure that all employees in the bargaining unit who wish to be employed by the private provider, and are otherwise eligible, will be hired, in the appropriate classifications, by the private provider.

ARTICLE 36 **WAIVER OF OHIO CIVIL SERVICE LAWS**

Section 36.1. In accordance with the provisions of the Ohio Revised Code (ORC) section 4117.10 (A), all provisions listed in the index of this agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in ORC section 124.01 through 124.56, ORC sections 325.19, 9.44, and 4111.03. It is expressly understood that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except specifically authorized by this Agreement or as prohibited by Ohio Revised Code 4117.08 (B).

Section 36.2. For purposes of example, and in no way to be construed as all inclusive or a limitation of Sections 1 above, in accordance with the provisions of 4117.10 (A) ORC, the

following contract articles and/or sections thereof specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and the Ohio Administrative Code as follows:

Contract Article	Supersedes/Prevails Over
Article 9, Corrective Action	ORC 124.03, 124.33, 124.34 OAC 123:1-31-01 through 123:1-31-04
Article 10, Probationary Periods	ORC 124.27 OAC 123:1-19-01 through 123:1-19-05
Article 13, Layoff & Recall	ORC 124.32, 124.321 through 124.328 OAC 123:1-41-01 through 123:1-41-23
Article 19, Scheduling, Hours of Work, and Overtime	ORC 4111.03
Article 20, Leave of Absence Without Pay	ORC 124.388, 124.32 OAC 123:1-30-01 through 123:1-30-04; 123:1-34-01, 123:1-34-03, 123:1-34-08
Article 21, Sick Leave	ORC 124.38 through 124.387; 124.39, 124.391, OAC 123:1-32,123:1-33
Article 26, Vacation	ORC 9.44, 325.19
Article 27, Holidays	ORC 124.19, 325.19

Section 36.3. The Employer reserves the right to amend this Article during this negotiation to identify sections of the Ohio Revised Code and Ohio Administrative Code addressed by this Article.

ARTICLE 37 **WAIVER IN CASE OF EMERGENCY**

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Vinton County Engineer, the Vinton County Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 37.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this

Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 38
SCOPE AND SEVERABILITY

Section 38.1. Supersedes Prior Oral And Written Agreements. This Agreement supersedes all previous oral and written agreements and constitutes the entire agreement of the parties.

ARTICLE 39
BARGAINING WAIVER AND ZIPPER CLAUSE

Section 39.1. Bargaining Waiver and Zipper Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the full exercise of that right and opportunity are as set forth in this Agreement.

ARTICLE 40
DURATION CLAUSE

Section 40.1. This Agreement shall be effective as of September 5, 2013, and shall remain in full force and effect through midnight, September 4, 2016. 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.

Section 40.2. The date, time, place, and other conditions for negotiating sessions shall be established by mutual agreement between the parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives on this fifth day of September, 2013.

FOR VINTON COUNTY BOARD OF COMMISSIONERS:

FOR INTERNATIONAL ASSOCIATION OF EMTS AND PARAMEDICS LOCAL 054, SEIU/NAGE, CTW, CLC:



County Commissioner



Chief Negotiator



County Commissioner



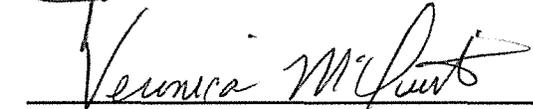
Bargaining Team Member



County Commissioner

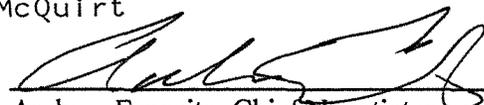


Bargaining Team Member



Veronica McQuirt, Director
McQuirt

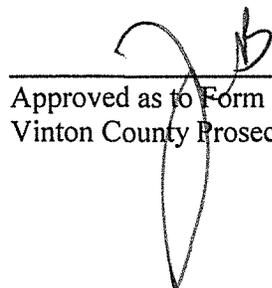
Bargaining Team Member



Andrew Esposito, Chief Negotiator



Bargaining Team Member



Approved as to Form
Vinton County Prosecutor