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AGREEMENT BETWEEN
MADISON COUNTY EMERGENCY MEDICAL DISTRICT

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4532

EFFECTIVE JANUARY 1, 2014
THROUGH
DECEMBER 31, 2016

2014-2016 Agreement Between Madison County Emergency Medical District
and International Association of Fire Fighters, Local 4532

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ARTICLE 1
AGREEMENT

This Agreement entered into by the Madison County Emergency Medical District, (hereafter referred to as the “District”), and the International Association of Fire Fighters, (Local #4532) (hereafter referred to as the “Local”) has as its purpose the following:

To provide for equitable and peaceful adjustment of differences that may arise; and to establish wages, hours, and other terms and conditions of employment for employees in the bargaining unit as provided for herein.

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ARTICLE 2

GENDER AND NON-DISCRIMINATION

All reference to employees in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female employees.

Neither the District nor the Local shall discriminate against any bargaining unit employee on the basis of age, sex, race, religion, color, creed, or sexual orientation, Local membership or non-membership, political affiliation, national origin or such employee's good faith filing of or pursuing a grievance.

ARTICLE 3
LABOR/MANAGEMENT MEETINGS

SECTION 3.1 PURPOSE

In the interest of sound personnel relations, a joint committee of no less than two (2) nor more than four (4) members from each party of their representatives will convene monthly, for the purpose of discussing subjects of mutual concern. The committee shall not act on but may discuss the general causes of grievances and methods for removing those causes. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Labor/Management meetings shall normally be scheduled during working hours. Meetings may be cancelled by mutual consent. The parties shall make arrangements for the keeping of minutes of these meetings. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources that could assist in the resolution of agenda issues. Employees may be required to report to any emergency during any Labor/Management meetings. Meetings shall be rescheduled as soon as practicable.

SECTION 3.2 AGENDA

Both parties will work in good faith to attempt to reach consensus of the best means of resolving issues. The success of the Labor/Management cooperative process will depend upon the strength of the commitment made by the District and bargaining unit. The parties agree that these meetings are not designed to renegotiate any part of the Agreement, and agree to normally limit discussion to the following:

1. Discuss the administration of this Agreement.
2. Notify the Local of changes made by the Employer that affect bargaining unit employees.
3. Disseminate general information of interest to the parties.
4. Give the Local representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity for filing a grievance.
5. Discuss ways to increase productivity and improve efficiency.
6. Consider and discuss health and safety matters relating to employees.
7. Any other matters mutually agreed on by the parties to be discussed.
8. Discuss work rules to be put into force by the District.

ARTICLE 4
AUTHORIZATION/DUES DEDUCTION

SECTION 4.1 BARGAINING RIGHTS

The District recognizes the Local, as the exclusive bargaining agent for any and all matters pertaining to wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of this Agreement and for the administration of this Agreement for all employees in the bargaining unit hereinafter described. The bargaining unit consists of all full-time employees below the rank of lieutenant.

If a new position is created within the District, management determines if the position is included or excluded from the Local 4532. If the Local disputes the determination, the parties shall meet and attempt to resolve the disagreement. If the parties do not agree, the Local reserves right to seek determination from the State Employment Relations Board.

SECTION 4.2 AUTHORIZATION/DUES DEDUCTION

The District shall deduct a uniform amount for the Local dues from the pay of those employees in the bargaining unit who individually request in writing such deductions from their pay. The automatic deduction shall be made each pay period. The District agrees to furnish the Treasurer of the Local once each month the amount of the dues deducted for the pay periods contained in that month, together with a listing of the members for whom said deductions were made. The parties agree that the District assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Local dues. The Local hereby agrees that it will indemnify and hold the District harmless from any claims, actions or proceedings by an employee from deductions made by the District pursuant to this article. Once the funds are remitted to the Local, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Local. Deductions shall be for the length of this Agreement and any extension thereof.

SECTION 4.3 DUES CHECK-OFF RELIEF

The District shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) lay-off from work; (4) an unpaid leave of absence.

SECTION 4.4 INSUFFICIENT WAGES-DUES CHECK-OFF

The District shall not be obligated to make dues deductions from any employee who, during any dues months involved, failed to earn sufficient wages to make all legally required deductions in addition to the deduction of the Local dues.

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SECTION 4.5 REPRESENTATION ACCESS

A representative of the Union will be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not disruptive of the employee's job responsibilities

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1 Management Rights Except as expressly limited by the terms and conditions set forth in this Agreement, the Employer retains the right to:

- A. Hire and transfer employees;
- B. Discharge, suspend, or discipline employees for just cause;
- C. Determine the number of persons required to be employed, laid off or discharged;
- D. Determine the starting and quitting time and the number of hours to be worked by its employees;
- E. Make any and all rules and regulations;
- F. Determine the work assignments of its employees;
- G. Determine the basis for selection, retention and promotion of employees;
- H. Determine the type of equipment used and the sequence of work processes;
- I. Determine the making of technological alterations by revising either process or equipment, or both;
- J. Determine work standards and the quality and quantity of work to be produced;
- K. Select and locate buildings and other facilities;
- L. Establish, expand, transfer and/or consolidate work processes and facilities;
- M. Transfer work;
- N. Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other county agency or entity, or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; and
- O. Terminate or eliminate all or any part of its work or facilities.

Section 5.2 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or limited by R.C. Chapter 4117 or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

Section 5.3 Residual Rights The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or its designated representatives.

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ARTICLE 6
UNION TIME

SECTION 6.1 REPRESENTATION TIME

The Local is entitled to a total of forty-eight (48) hours per year of this Agreement without loss of pay to be used among Local officials or grievance representatives to attend local, state and/or international union related activities. Unless otherwise agreed, two (2) members appointed to the bargaining committee shall be given paid time off of their normal work schedule to attend negotiating sessions without having to use union or personal leave time. The Local President shall decide which bargaining unit members may use the time, and shall maintain a log, which shall be provided to the District upon request.

SECTION 6.2 USE OF REPRESENTATIVE TIME

Any employee wishing to use such Local Time shall request the permission of his supervisor, and permission will not be unreasonably withheld.

SECTION 6.3 NON-INTERFERENCE

Such activities shall not interfere with the performance of duties of other employees or with the operational needs of the District.

ARTICLE 7
NO STRIKE/NO LOCKOUT

SECTION 7.1 NO STRIKE

The District and the Local recognize that a strike would create a clear and present danger to the health and safety of the public and this Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

During the term of this Agreement, the Local shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strikes, or slow down which affects the Employer or his operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slow down, the Local will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking officer of the Local. Nothing in this Article shall be construed to limit or abridge the District's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

SECTION 7.2 NO LOCKOUT

During the term of this Agreement, the District shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

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ARTICLE 8
WORK RULES

The Local recognizes the District's right and obligation to promulgate written policies, procedures and directives to regulate the personal conduct of employees at work, for the conduct of the District's services and programs and for such other purposes, as it may deem necessary.

The District acknowledges the employee's right to know the standard of conduct expected by the District and therefore agrees to promulgate written work rules for the efficient conduct of the operations of the divisions covered by this Agreement.

The District agrees that work rules shall be reduced to writing and, in the absence of necessity for immediate implementation as determined by the Chief, posted conspicuously for ten (10) days in advance of their effective date.

ARTICLE 9
GRIEVANCE PROCEDURE

SECTION 9.1 GRIEVANCE DEFINED

A grievance is defined as an allegation that there has been a breach, misinterpretation, or improper application of any of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement, nor those matters not covered by this Agreement. Probationary employees shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals or demotions.

SECTION 9.2 QUALIFICATIONS

A grievance may be filed by a bargaining unit member(s) or by the Local as the exclusive representative of the employee to enforce rights under this Agreement or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. It is expressly understood, however, that there will be no class grievances and each individual wishing to bring a grievance or participate in a grievance must be specifically identified to the employer. The Local shall not process a grievance on behalf of any member without the member's knowledge or consent.

A bargaining unit member has the right to present grievances and have them adjusted without intervention of the Local, as long as the adjustment is consistent with the terms of this Agreement and as long as the Local is present at the adjustment.

SECTION 9.3 GRIEVANCE PROCEDURE

The grievant must file a grievance in writing. All written grievances, in order to be effective for consideration, shall contain the following:

1. Aggrieved employee's name and signature.
2. Date grievance was filed in writing.
3. Date and time grievance occurred.
4. The location where the grievance occurred.
5. A description of the incident(s) giving rise to the grievance.
6. Specific articles and sections of the Agreement.
7. Desired remedy to resolve the grievance.

The grievant will notify the Local within three (3) calendar days of the occurrence giving rise to the grievance, and must formally enter Step 1 of the grievance procedure within seven (7) calendar days.

An employee having a grievance shall first attempt to resolve it informally with his immediate supervisor.

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Step 1 – Lieutenant: The Lieutenant shall meet with the employee, who may be accompanied by his Union Representative or other representative designated by the Union. The Lieutenant shall render a decision no later than three (3) calendar days from the date of the presentation of the grievance. If the grievant does not refer the grievance to Step 2 of the grievance procedure within three (3) calendar days of the Lieutenant’s response, the grievance shall be considered satisfactorily settled.

Step 2 – District Chief: The employee shall refer the grievance to the District Chief, who shall meet with the grievant, who may be accompanied by his Union Representative or other representative designated by the Union. The District Chief shall render a decision in writing within ten (10) working days of the receipt of the grievance. If the grievant does not refer the grievance to Step 4 of the grievance procedure within five (5) working days of the District Chief’s Response, the grievance shall be considered satisfactorily settled

Step 3 – District Trustees: The employee shall refer the grievance to the District Trustees, who shall meet with the grievant at their next scheduled meeting. The employee may be accompanied by his Union Representative or any other representative designated by the Union. The District Trustees shall render a decision in writing within fifteen (15) working days of the receipt of the grievance. If the grievant does not refer the grievance to Step 4 of the grievance procedure within five (5) working days of the District Trustees Response, the grievance shall be considered satisfactorily settled

Step 4 – Arbitration: Should the Grievant not be satisfied with the Chief’s response to his grievance at Step Three, he shall notify the Local of his desire to proceed to arbitration. Should the Local proceed to arbitration with the grievance, the Local shall so notify the District by written notification. This written notification shall be delivered by hand or mailed (postmarked) to the Chief or his designee within ten (10) days after the Grievant’s and/or Local’s receipt of the Step Three written response.

Selection of Arbitrator: Within ten (10) business days following the receipt of the Local’s written notification of the Local’s intention to proceed to arbitration, the Local and the Employer, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, the Local will request the Federal Mediation Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The Federal Mediation and Conciliation Service shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the

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meeting. The parties may mutually agree upon an arbitrator without requesting a list from the Federal Mediation and Conciliation Service.

Authority of Arbitrator: The arbitrator shall conduct a fair and impartial hearing on the grievance hearing testimony and evidence from other parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have the authority to subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations or declarations of opinion that are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm, or modify said discipline. Either party may raise the question of arbitrability of a grievance before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue or reserve ruling on the same or hear the merits of the grievance before issuing a ruling on this question. The decision of the arbitrator shall be final and binding upon the Local, the Grievant, and the District.

Arbitration Costs: The costs of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne equally by the District and the Local. The arbitrator shall be requested to rule on the assignment of costs at the time of the presentation of the award. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. 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 transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

Arbitrator's Award: The arbitrator's decision will be in writing and should be mailed to the Local and the District within a timely fashion from the date the hearing record is closed.

SECTION 9.4 GRIEVANCE MOVEMENT & EXCHANGE OF INFORMATION

All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon Management's last answer.

Any grievance not answered or pursued within the stipulated time limits shall be considered resolved at the prior step whether that step was a recommendation to grant the grievance or a recommendation that the grievance be denied. All time limits on grievances may be extended upon mutual written consent of the parties.

Either party may request from the other party information and/or documents related to the grievance. Such request shall be in writing and contain sufficient description so as to permit the other party to understand what information has been requested. The party to whom such request is made shall comply with the request within a reasonable amount of time. A party's request for information shall not be used to harass the other party or to cause delay or prejudice to the arbitration process. Upon consent by both parties, any matter submitted to arbitration may be submitted to a mediator mutually selected by the parties for the purpose of mediating the dispute.

ARTICLE 10
CORRECTIVE ACTION

SECTION 10.1 DISCIPLINE

The tenure of every bargaining unit employee shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended, discharged or removed except for just cause.

SECTION 10.2 PROGRESSIVE DISCIPLINE

Except in situations of gross employee misconduct or conduct warranting more severe discipline, the Employer shall discipline employees in accordance with the principle of progressive discipline. Disciplinary action may include (a) counseling; (b) verbal warning; (c) written warning; (d) reduction in pay as a consequence of a change in classification; (e) suspension without pay; (f) discharge from employment

SECTION 10.3 DISCIPLINE PROCEDURE

In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Employer, or its designee, shall be arranged. The employee may have a union representative or a union official present at the pre-disciplinary conference. The employee shall be responsible to notify the representative or union official. When the nature of the offense is such that immediate disciplinary action is required the Employer may, at its discretion, place an employee on paid administrative leave until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension. When the nature of the offense is such that immediate action is required, the Employer is not prohibited by the terms of this provision from placing the employee on administrative leave with pay pending the decision of the pre-disciplinary conference. Additionally, the Employer may have supervisory personnel present at the pre-disciplinary conference.

SECTION 10.4 DURATION OF RECORDS

When unsatisfactory performance/behavior is recognized, the supervisor should address the employee as soon as possible. The supervisor and employee should discuss the concern and any expectations for improvement. This process may require more than one discussion with the employee and regular feedback and will ordinarily begin with counseling. Thereafter, or for matters of a more serious matter or matters previously addressed in counseling sessions an oral warning may be utilized. Counseling or oral warning are documented and placed in the employees personnel file. Records of counseling may be removed after six months providing there is no subsequent discipline during that time frame. Any record of an oral warning shall be removed from an employee's personnel file after twelve months providing there is no subsequent discipline imposed during that twelve-month period.

Written Warning/Reprimand: If the performance/behavior does not improve after counseling or oral warning or the matter is otherwise determined to be of a more serious nature, the supervisor

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may issue a written warning. Prior to presenting the written warning, the supervisor will meet with the Chief to review the matter. The supervisor will meet with the employee to review the written warning. The employee is expected to sign the written warning and receive a copy. If the employee refuses to sign the written warning, the supervisor shall note the employee's refusal to sign. Any record of a written warning/reprimand shall be removed from an employee's personnel file after eighteen (18) months providing there is no subsequent discipline imposed during that period. For all reprimands associated with suspensions, the record is maintained for twenty four (24) months.

Except for counseling, oral or written warnings, an employee may appeal, in writing, disciplinary actions to the grievance and arbitration procedure, set forth in this Agreement, within seven (7) days of notification of the pre-disciplinary conference decision. The Employer agrees that all disciplinary procedures will be carried out in private and in a business-like manner.

In any case in which a reprimand, suspension or dismissal of an employee is disaffirmed through the grievance procedure, the personnel record relating to such employee shall be purged. In addition, unfounded or not sustained allegations or complaints of misconduct made against an employee shall not be placed in the employee's personnel file and shall not be considered in future corrective action or promotional considerations, nor shall they be shared outside the division.

SECTION 10.5 RELEASE OF FILES

Only those items allowed by law or ordered by a court of competent jurisdiction shall be released to the public. Disclosure of information from personnel files pursuant to state and/or federal law or by order of a court of competent jurisdiction will not be considered a violation of this contract.

ARTICLE 11
PROBATIONARY PERIODS

SECTION 11.1 PROBATION – NEW HIRE

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 District and shall continue for a period of twelve (12) months. A new hire probationary employee may be terminated any time during his/her probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum including, but not limited to, the State Personnel Board of Review.

SECTION 11.2 DISCIPLINARY PROBATION

In accordance with the progressive disciplinary policies adopted by the District, an employee may be placed on probation as a consequence in corrective action. Any member of the bargaining unit placed on disciplinary probation shall be permitted to file grievances in accordance with the grievance procedure outlined earlier.

SECTION 11.3 PROBATIONARY PERIOD – CHANGE OF CERTIFICATION

An employee will be required to successfully complete a probationary period at his new certification level. The probationary period shall begin on the effective date of the certification change and shall continue for a period of six (6) months. A newly certified employee who evidences unsatisfactory performance may be restricted to practicing at his former certification level and former rate of pay any time during his probationary period. An employee who does not successfully complete the probationary period at the new certification level, (including any agreed upon extensions thereof), may be returned to his/her former certification level and compensation level. Employees on “change of certification” probation shall have the right to file grievances in accordance with the grievance procedure. Certification probationary periods shall not impact vacation benefits.

ARTICLE 12
PERSONNEL FILES

SECTION 12.1 FILES

The District shall maintain one official personnel file on every employee within the bargaining unit. Upon appropriate request by an employee, the employee shall be permitted to examine his/her official file at any reasonable time in the presence of a representative of the District, and may copy documents in his file. Employee medical records will be kept in a separate confidential file, not for public view.

The IAFF and the members recognize that the District may be required to disclose information from a member's personnel file pursuant to State or Federal laws and that any disclosure made pursuant to such laws does not constitute a violation of this Agreement. All parties are subject to state records retention and disclosure provisions as set forth in Chapter 149 of the Ohio Revised Code and local records retention schedules.

The IAFF and the District further recognize that there may be certain employee notification rights that exist when requests are made by individuals to review files pursuant to a valid records request. The Local and the District will cooperate to provide those protections available to an employee while responding in a timely manner to proper requests.

SECTION 12.2 FILE CONTENTS CONTEST PROCEDURE

Should any employee have reason to believe that there are inaccuracies in documents contained in his personnel file, he may write a memorandum to the Chief or his designee explaining the alleged inaccuracy. If the Chief or his designee concurs with the employee's contention, he shall remove or append a correction to the faulty document or section thereof; however, if the Chief or his designee does not concur, he will attach the memorandum to the disputed document. Any complaint concerning the accuracy, timeliness, relevance or completeness of information in a member's file shall be processed in accordance with Section 1347.09 of the Ohio Revised Code. Nothing in this section shall prevent an employee from filing a grievance seeking correction of alleged faulty documents. The availability of the grievance procedure in such circumstances does not include the right to have the matter proceed through arbitration.

ARTICLE 13
SENIORITY

SECTION 13.1 SENIORITY

Seniority means the total length of continuous full-time service with the Madison County Emergency Medical District.

The following situation shall not constitute interruptions of continuous service:

- A. Absence while on approved leave of absence.
- B. Absence while on approved sick or injury leave.
- C. Military leave.
- D. A lay-off of less than one (1) year's duration.

SECTION 13.2 LOSS OF SENIORITY

Seniority is lost due to the following:

- A. A discharge for just cause.
- B. Retirement.
- C. Lay-off of one (1) year or more.
- D. A resignation other than that designated in Section 1(E) above.
- E. Suspensions for disciplinary purposes for the period of suspension only.
- F. Any unapproved or unauthorized leave

ARTICLE 14
PART-TIME PERSONNEL AND MINIMUM STAFFING/ VACANCY

SECTION 14.1 PART-TIME PERSONNEL AND MINIMUM STAFFING

The Local and the District recognize the need for part-time personnel to supplement the full-time personnel to accomplish the mission of the District.

It is agreed by the District and the local that on-duty non-bargaining unit members shall, as a general rule, not out number on-duty bargaining unit members. Special events or scheduling decisions may, however, result in more non-bargaining unit members being on duty. The Chief shall not be counted toward these numbers.

SECTION 14.2 APPOINTMENTS:

Once the District has determined to fill a vacancy due to a new position, retirement or resignation, the District will post the intent to fill the position.

ARTICLE 15
HOURS OF WORK AND OVERTIME/ LEAP YEAR

SECTION 15.1 HOURS OF WORK

Employees covered by this Agreement shall work twenty-four (24) hour shifts. Each employee shall be assigned to a regular shift and work a schedule of twenty-four (24) hours on duty, commencing at 8:00 a.m. and ending at 8:00 a.m. the following day, followed by forty-eight (48) hours off duty. The parties agree that if, during the life of the Agreement, it becomes necessary for the District to change or alter the starting time of the shifts as specified in this section, the District and Local shall meet to discuss the reasons prior to any implementation. The District has the right to staff the unit to complete the mission of the unit and will exercise those rights when additional temporary staff is needed. This shall not constitute a guarantee of work hours or days.

SECTION 15.2 SHIFT ASSIGNMENTS

Shift assignments shall be made by the District Chief or his designee. If the bargaining unit members work schedule is changed, the Chief or his designee shall notify the bargaining unit member in writing of the change thirty (30) days in advance of the change.

SECTION 15.3 OVERTIME RATE

Overtime shall be paid at one and one-half (1 ½) times the regular hourly rate for all scheduled overtime.

SECTION 15.4 COMPENSATORY TIME ACCURAL

Compensatory time may be given in lieu of paid overtime. Bargaining unit members shall accrue compensatory time at an hour and a half for each hour worked for overtime.

SECTION 15.5 HOURS WORKED CALCULATION

Forty (40) hours of the total hours worked during each work week established under article 16 will be paid a normal straight rate, with all other hours during the work week (i.e, 8 hours in the first and second weeks and 32 hours in the third week) paid at the time and one-half (1.5) rate. All regularly scheduled time and one-half hours (1.5 rate hours) within a work week (i.e, 8 hours in the first and second weeks and 32 hours in the third week) shall be subject to payment within a given pay period and shall not be available for conversion to compensatory time. Only those hours worked in excess of those comprising the regular work week hours (i.e., those in excess of 48 during a 48 hour weeks or in excess of 72 in a 72 hour week), will be available for conversion to compensatory time. Vacation leave, Sick leave, Compensatory leave and hours actually worked shall be considered as "hours worked".

SECTION 15.6 CALL-IN TIME

Employees called in and required to work at a time disconnected from their regularly scheduled hours of work shall be paid a minimum of two (2) hours and a maximum of actual hours worked if over two (2) hours. These hours will be paid at one and a half (1.5) times the employee's normal hourly rate on the next paycheck after the hours are worked or the employee may choose to have the equivalent amount of compensatory time. Any employee called in to work will remain on duty until released by the Shift Officer.

The parties agree that there shall be no pyramiding of overtime hours. (Ex: if called in at 5 p.m. and released at 6 p.m., the next (2) hour minimum cannot begin until after 7 p.m.).

SECTION 15.7 OVERTIME VOLUNTARY

Overtime Policy

The following requirements have been established to implement the overtime policy.

- 1) Normally, overtime must be authorized by the Chief or his designee in advance of the overtime being worked or when the staffing level falls below minimum manning standards
- 2) In the event that a need for overtime occurs in the District, voluntary overtime shall accrue to members of the bargaining unit other than those serving an initial probationary period. The District may offer overtime to part-time employees in the event that all members of the bargaining unit refuse or cannot be contacted after reasonable attempts. If fill-in is needed upon shift change, the shift officer will seek volunteers to be held over and shall be filled in accordance with the voluntary overtime log, if no member of the bargaining takes the overtime voluntarily, then the overtime will be mandated on a rotating basis and the bargaining unit member shall remain on duty until replacements report for duty. All overtime shall, whenever reasonably possible be distributed and rotated equally among employees, subject to the operational needs of the District. The District agrees to maintain a log to show time of call and a response from each person called.

Definitions/Terminology

Overtime -Any hours worked that is above 40 hours in a week.

Anticipated Overtime -Hours that are available in advance noticed (defined as greater than 8 hours' notice), due to prior scheduling of time off. (Vacation, Holiday, Personal time, etc.)

Short Term Notice Overtime - Hours that becomes available on short notice (defined as less than 8hours notice) by personnel calling in due to Personal Illness, Family Illness, Death Leaves, inclement weather, disaster, or any other emergency time off.

Emergency Overtime – Hours that become available after 7am or during a shift and require immediate filling due to compromising staffing.

Responsibility

The Shift Lieutenant will be completely responsible for calling in personnel and maintaining the overtime call-in records. When the Lieutenant is absent, the Officer in Charge will become responsible for the calling in of personnel for overtime.

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Overtime Worksheets

Overtime records will reflect the following:

- 1) Person's name
- 2) Telephone number
- 3) Date called for overtime, Date overtime is to be worked
- 4) Response of telephone call/request
- 5) Total overtime hours offered

The following items will not be recorded on an employee's overtime worksheet:

- 1) The time an employee holds over waiting for a replacement (Only if time is less than 4 hours.)
- 2) The employee is held over for a run.
- 3) Hours that are worked while attending department approved classes and seminars.

Rotation of Overtime

- For Anticipated overtime, personnel will be called by seniority starting with the person with the least number of hours worked to the person with the most number of hours worked for all hours of overtime available. Personnel will be given 30 minutes to answer by phone before being charged with the overtime and a "no answer" documented. If the overtime is accepted, it will be charged to the personnel's overtime log

- For Short term notice as defined above, personnel will be called by seniority starting with the person with the least number of hours worked to the person with the most numbers of hours worked. Personnel will be given 10 minutes to answer by phone before being charged with the overtime and a "no answer" documented. If the overtime is accepted, it will be charged to the personnel's overtime log.

- For Emergency overtime as defined above, personnel will be called by seniority starting with the person with the least number of hours worked to the person with the most numbers of hours worked. Personnel who cannot be reached will not be charged with the overtime unless they are able to call back and accept the overtime before being accepted by other personnel. If the personnel accepts the overtime, it will be charged to the overtime log as usual.

Recording of Overtime Records

- 1) When an employee accepts overtime, he/she will be accredited with the hours accepted
- 2) If the employee turns down overtime, they will be charged for the hours offered and an "No" recorded
- 3) Any employee who does not respond back within 30 minutes for anticipated overtime or 10 minutes for short term notice, will be charged for the hours offered
- 4) The overtime log shall reset to zero (0) at midnight of the new year, and all personnel will reflect a zero balance.

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SECTION 15.8 LEAP YEAR

Each leap year the District will schedule the employees of each of the three (3) shifts to work a separate eight (8) hour shift. The scheduling on February 29th shall be as follows: the shift on duty on February 28th shall be on duty from 0800 until 1600; the shift which was on duty February 27th shall be on duty from 1600 until 0000 (midnight); and the shift scheduled to work March 1st shall be on duty from 0000 (midnight) March 1st and shall continue on duty until 0800 March 2nd. All employees working these shifts shall be compensated for all hours worked at the time and one-half rate (1.5).

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ARTICLE 16
PAY PERIODS

Members covered hereunder shall be paid bi-weekly, i.e., every other week. It is understood and agreed that for the computation of pay purposes, the starting time of the work week will commence at 8:00 a.m. Saturday and end at 7:59 a.m. the following Saturday.

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ARTICLE 17
WAGES

SECTION 17.1 **CALCULATION OF SALARY**

For the purposes of calculating the annual salary as set forth in section 17.2 the appropriate hourly rate is multiplied by 3339.70.

SECTION 17.2 **WAGES**

2014 Base Wage Table

	Base Yearly Salary	Base Hourly Rate
Step A	\$42,581	\$12.75
Step B	\$43,750	\$13.10
Step C	\$44,919	\$13.45
Step D	\$46,088	\$13.80
Step E	\$47,758	\$14.30

2015 Base Wage Table

	Base Yearly Salary	Base Hourly Rate
Step A	\$43,850	\$13.13
Step B	\$45,053	\$13.49
Step C	\$46,255	\$13.85
Step D	\$47,457	\$14.21
Step E	\$49,194	\$14.73

2016 Base Wage Table

	Base Yearly Salary	Base Hourly Rate
Step A	\$45,186	\$13.53
Step B	\$46,422	\$13.90
Step C	\$47,658	\$14.27
Step D	\$48,893	\$14.64
Step E	\$50,663	\$15.17

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SECTION 17.3 LONGEVITY

Bargaining unit members who have completed five (5) full years of service shall, beginning with the 6th year of service, receive an additional increase in the appropriate Step E Base Rate equal to one percent, (1%), per year of full-time service. By way of illustration and for purposes of clarification, an employee in his/her 5th year of service shall receive no longevity increase. An employee in his/her 6th year of service shall receive a longevity increase of 1.06 times the Step E Base Rate.

ARTICLE 18
WORKING OUT OF CLASSIFICATION

Should the scheduled Officer in Charge be off duty and a bargaining unit employee is assigned by the Chief or his designee to carry out the duties of the position, the employee shall be paid an additional one dollar (\$1.00) per hour above the employee's normal hourly rate while so acting in that assigned position.

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ARTICLE 19
INSTRUCTOR PAY

Employees holding a valid EMS Instructor's Certificate, who provide instruction at scheduled instructions or training during the calendar year, shall, in the pay period following such instruction receive additional compensation of \$15.00 per hour for such instruction. No additional compensation will be provided for time expended by an instructor to prepare for instruction periods or completing necessary documentation relative to such instruction.

ARTICLE 20
TRADE TIME

Two fulltime employees may, upon approval of the Chief or his designee, agree to substitute for each other during scheduled work hours. Requests must be in writing and, in the absence of personal emergency, submitted not later than twenty-four hours prior to the proposed date of trade. The hours worked shall be excluded by the District in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal schedule for that shift.

All employees shall have the right to exchange shifts when the changes do not interfere with the operation of the District. In the event that the employee agreeing to work a trade is unable to fulfill this obligation by reason of illness, emergency or for any other reason, and the employee receiving the trade is not available to return to duty, a like amount of time shall be deducted from the employee agreeing to trade unless said person is able to find a replacement trade.

No obligation shall be placed upon the District for repayment of time voluntarily traded or repaid between employees. Responsibility for arrangement of the repayment of such time rests with the full-time employees involved in said exchange.

ARTICLE 21
COMPENSATORY TIME

SECTION 21.1 ACCURAL

Compensatory Time (or “comp time”) shall be accrued as described in Article 15, Section 15.4.

SECTION 21.2 CARRYOVER:

Bargaining unit members may carry over forty eight (48) hours of accrued, unused comp time from year to year. Any unused, unscheduled comp time shall be paid out at the employee’s current rate of compensation on the final pay of the calendar year.

SECTION 21.3 ANNUAL BUYOUT

Employees may cash in up to fifty percent (50%) of compensatory time accrued once annually, and shall be paid out at the employees then current rate of compensation. An employee shall be permitted to cash out compensatory time once per year any time prior to the last pay period of the payroll year.

In order for an employee to receive this cash out, the Employer must receive a written request of the bargaining unit member. This written request must be received at least fourteen days (14) in advance of the pay period in which the cash out will occur.

The Employer will exercise “best efforts” in honoring all requests received within the determined time frame. However, in the event requests received from employees would create an economic burden to the administration, then only a reduced % of each employee’s request will be honored/ In such events the same % reduction shall apply to all employees. Any remaining % will be paid as established by the employer at the time of the first % payout.

SECTION 21.4 SCHEDULING/APPROVAL:

Time off granted in redeeming comp time shall be approved subject to the approval of the Chief and upon twenty-four (24) hours written notice. Notice requirements may be waived by the Chief in his sole discretion. Comp time will be awarded based on seniority of the bargaining unit member. There shall be no required advanced approval needed if minimum manning is satisfied. Comp time must be scheduled in one (1) hour increments.

SECTION 21.5 DEATH/DISABILITY RETIREMENT

Upon death or disability retirement from the District, all employees will be entitled to a lump sum of all accumulated compensatory time earned and accrued. If the employee has no surviving spouse, said payment will be made to his or her estate. Such payment shall be based on the employee’s rate of pay on the last day worked prior to the death or disability retirement.

SECTION 21.6 CALL TO DUTY

Bargaining unit members with approved scheduled leave are under no obligation to return to work to assure that the District has minimum manning. If the bargaining unit member is asked, and so chooses to cancel their leave and return to work, the bargaining unit member will have all unused comp time restored.

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SECTION 21.7 END OF SERVICE BUY-OUT

Employees ending service to the Madison County Emergency Medical District are entitled to compensatory time buy-out at the employee's current wage at time of separation.

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ARTICLE 22
HOLIDAYS

The District will observe ten (10) holidays per year. The holiday will be considered to start at 0800 the day of the holiday and continue till the following 0759. The ten (10) holidays that the District will observe are:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Easter	2 nd Sunday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

Each member shall receive eight (8) hours of straight time for each holiday whether the holiday is worked or not by the member. Payment for Holidays shall be made with other normal payments for the second pay period in November of each year.

Members who work the holiday will be paid at their regular rate of pay for any hours worked on the holiday.

ARTICLE 23
VACATION LEAVE

SECTION 23.1 VACATION ACCRUAL:

Employees working the 24-hour shift schedule earn vacation on the following schedule:

Years of Service	Vacation (unit day equals 24 hours)
1 thru 6 years of service	7 unit days
7 thru 10 years of service	8 unit days
11 thru 15 years of service	9 unit days
16 thru 20 years of service	11 unit days
21 thru 25 years of service	12 unit days
After 25 years of service	16 unit days

Employees will accrue their vacation time in a lump sum on January 1st each year.

Employees may carry over up to 48 hours of unused vacation time.

SECTION 23.2 ELIGIBILITY:

The employee is first eligible to use vacation leave after their first anniversary date. If an employee is eligible for additional vacation leave due to service years, the employee will be credited with the additional time on January 1st of their anniversary year.

SECTION 23.3 VACATION SCHEDULING/APPROVAL:

A. Definitions:

“Vacation Day” is defined as a 24 hour period.

“Vacation Week” is defined as a 48 or more hour period.

B. All vacation leave shall be approved subject to the manning requirements of the District. Scheduled vacation will be awarded based on seniority. Beginning November 15 through December 31 of the year preceding, the Employer will circulate a “vacation request calendar” to fulltime employees by seniority for initial requests. Only one fulltime non-salaried employee per shift will be permitted to be off at any one time for scheduled vacation. “Vacation weeks” shall be scheduled first as priority. “Vacation Day” shall then be scheduled subsequently by seniority. All vacation hours scheduled between January 1st and December 31st of said calendar year will be scheduled as a first come, first serve basis and shall not be used in less than ~~six (6)~~ **one (1)** hour increments. The determination as to the number of fulltime employees who will be allowed to be off during the same time period for unscheduled vacation shall be determined by the employer on a case-by-case basis. The determination of the Employer in this regard is not subject to the grievance procedures.

Upon death or disability retirement from the District, all employees will be entitled to a lump sum of all accumulated vacation leave earned and accrued. If the employee has no surviving spouse, said payment will be made to his or her estate. Such payment shall be based on the employee’s rate of pay on the last day worked prior to the death or disability retirement.

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SECTION 23.4 CALL TO DUTY

Bargaining unit members with approved scheduled leave are under no obligation to return to work to assure that the District has minimum manning. If the bargaining unit member is asked, and so chooses to cancel their leave and return to work, the bargaining unit member will have all unused vacation leave restored.

SECTION 23.5 VACATION BUY-OUT

Bargaining unit members shall be permitted to buy-out 50% of their current year vacation allotment as computed on January 1st of each year at the individual's current wage. Members can request buy-out once in a calendar year. The member must turn the request into the payroll officer in writing. The member shall receive their buy-out at the pay that corresponds to the pay period in which the written request was received.

SECTION 23.6 END OF SERVICE BUY-OUT

Employees ending service to the Madison County Emergency Medical District are entitled to vacation buy-out at the employee's current wage at time of separation.

ARTICLE 24
SICK LEAVE

SECTION 24.1 ACCRUAL AND USE

Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury, or disability of an employee, employee's spouse or significant other (defined as live-in, adult relationship); 2) death of a member of the employee's immediate family; 3) medical, dental or optical examination or treatment of an employee or a member of the immediate family; 4) exposure to a contagious disease which would jeopardize the health of the employee or co-workers; 5) pregnancy and/or childbirth and related conditions.

Sick time will be earned at a rate of 5.57 hours per pay period. Sick leave is taken in one hour increments.

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

SECTION 24.2 RETIREMENT PROCEDURE

Employees retiring under a State regulated retirement system shall receive payment of accrued but unused sick leave as established by O.R.C. §124.39. The employee will be paid their final hourly rate for all accrued but unused sick hours.

SECTION 24.3 SICK LEAVE DONATION

All full-time employees shall be able to donate accrued sick leave to another full-time employee consistent with and limited by the policies and procedures of the District. Employees shall donate sick leave without coercion and without any obligation of repayment.

ARTICLE 25
INJURY LEAVE

SECTION 25.1 WAGE CONTINUATION FOR ON DUTY INJURY OR OCCUPATIONAL ILLNESS

In the event of a service-connected injury or occupational illness incurred in the active discharge of duty, the Employer may grant the employee full pay for a period not to exceed thirteen (13) calendar weeks. The payment by the Employer shall take the place of payment by the Bureau. Wage continuation will be made only during the period of time that worker's compensation benefits would otherwise be paid by the Bureau of Worker's Compensation. In most cases payments will commence upon receipt of proof of disability from the preferred medical provider and a completed claim application. Injury leave is granted on a per incident basis

The payment by the Employer shall be taxable income to the employee and subject to the same tax withholding requirements as the employee's regular wage. Receipt of wage continuation payments will be in lieu of workers compensation lost time benefits. The payment of medical benefits will continue to be the responsibility of the Bureau of Worker's Compensation

If the period of disability exceeds thirteen (13) weeks, the Employer may, at its discretion, extend wage continuation payments for additional periods of time. Injury leave benefits beyond thirteen (13) weeks will be calculated at the injured workers then current rate of pay. Alternatively, After thirteen(13) weeks the Employer may request that the employee commence payment from the Bureau of Worker's Compensation

SECTION 25.2 BENEFIT TIME:

Notwithstanding any other provisions of the contrary in this agreement, an employee shall not utilize any benefit time (whether vacation leave, holiday leave, sick leave or other benefit leave) while on wage continuation. In addition, no sick leave shall accrue while on wage continuation

SECTION 25.3 REPORTING ON-DUTY INJURY OR ILLNESS:

Any employee claiming a service-connected injury or illness shall report such illness or injury immediately after the incident causing injury or illness, or if applicable, upon acquiring knowledge of a work related illness to his supervisor who shall immediately conduct an investigation pertaining to the circumstances surrounding the illness or injury

SECTION 25.4 FILING FOR WORKERS COMPENSATION

Any employee claiming a service connected illness or injury under this Article shall file an injury claim with the Ohio Bureau of Worker's Compensation

SECTION 25.5 DENIAL OF WORKERS COMPENSATION

If the injury claim is denied by Worker's Compensation, the employee shall revert to sick leave status if eligible for sick leave, and any time spent on injury leave will be deducted from the employees sick leave balance and then, if necessary from the employees compensatory time, personal days and vacation leave

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SECTION 25.6 PAYMENTS BY A THIRD PARTY

If a third party is liable to the employee for injuries which are compensated pursuant to this article and the employee receives compensation from the third party, he shall remit to the Employer any monies received for lost wages up to the amount paid by the Board pursuant to this article. In no event shall the employee be required to remit to the Employer more than the net amount of his recovery, after deduction for attorney fees and costs of litigation

ARTICLE 26
MILITARY LEAVE

SECTION 26.1 MILITARY LEAVE

Military Leave will be administered in accordance with Ohio Revised Code Section 5923.05. When an employee's military commitment is satisfied, the employee shall report to any regular shift assignments.

SECTION 26.2 PART-TIME MILITARY SERVICE

Pursuant to O.R.C. 5923.05, bargaining unit members in military service will be granted paid military leave, up to 240 hours, each calendar year to fulfill their military service obligations as a member of the Ohio organized militia or member of another reserve component of the armed forces of the United States.

ARTICLE 27
SPECIAL LEAVES

SECTION 27.1 SPECIAL LEAVE

In addition to other leaves authorized herein, the Chief may, in his sole discretion, authorize special leaves of absence with or without pay for purposes beneficial to the member and the District.

SECTION 27.2 JURY DUTY LEAVE

A member serving upon a jury in any Court of Record will be paid his regular salary for time actually served. Upon receipt of payment for jury service, the member shall submit jury fees to the Chief who will then deposit the funds with the District Clerk. Payment for time served shall be at the employee's straight time regular rate of pay with no net loss in pay.

SECTION 27.3 EXAMINATION LEAVE

Time off with pay shall be allowed members to participate in required examinations, pertinent to their District employment before a State or Federal licensing board.

SECTION 27.4 COURT TIME

On duty bargaining unit members who are required to attend any Court of Record in the State of Ohio in civil or criminal matters relating to duties performed for the Madison County Emergency Medical District shall be given time off with pay. This time shall not be counted against any accrued leave.

Off duty bargaining unit members that are required to attend any Court of Record in the State of Ohio in civil or criminal matters relating to the duties performed for the Madison County Emergency Medical District shall be compensated at their regular rate of pay. Upon receipt of payment for witness service, the member shall submit witness service fees to the Chief who will then deposit such funds with the District Clerk.

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SECTION 27.5 BEREAVEMENT LEAVE

In the event of the death of the employee's spouse, significant other (defined as live-in, adult relationship), parents (or legal guardian or other persons who stand in the place of a parent to the employee), children, grandparents, grandchildren, stepparents, stepchildren, siblings and stepsiblings shall receive two (2) shifts of paid bereavement leave.

In the event of the death of the employee's aunts, uncles, first cousins, mothers-in-law, fathers-in-law, sister-in-law, brother-in-law; the employee's spouse's grandparents, aunts, uncles or first cousins, shall receive one (1) shift of paid bereavement leave.

In the event that an employee would like to attend the funeral or visiting hours of anyone not listed in the above clauses, the employee may take personal time to attend such events.

If the employee feels that the allotted bereavement time is insufficient, or an employee would like to attend the funeral or visiting hours of anyone not listed in the above clauses, the employee may request personal time. Personal time shall be defined as any accumulated vacation, comp and/or sick time. In the absence of staffing requirement, such requests will be honored.

ARTICLE 28
INSURANCE

SECTION 28.1 MEDICAL:

The District agrees to make available to employees a managed care insurance program with coverage consistent with those coverage(s), to include prescription coverage, currently in effect. The District will be responsible for ninety percent, (90%), of the premiums for the bargaining unit member. The District shall pay the equivalent of the single premium sharing amount for family coverage or for employee plus spouse coverage for bargaining unit members that so desire. The bargaining unit member shall be responsible for all co-payments.

SECTION 28.2 DENTAL:

The District shall provide Dental coverage to all bargaining unit members. The District will be responsible for one hundred percent of the premiums.

SECTION 28.3 VISION:

The District shall provide Vision coverage. The District will be responsible for one hundred percent of the premiums.

SECTION 28.4 LIFE:

The District agrees to provide a term life insurance policy covering each employee in the amount of \$35,000 along with such other benefits to spouse and children as are set forth in the current insurance plan with a mutually agreed upon provider.

ARTICLE 29
LAYOFF AND RECALL

SECTION 29.1 LAYOFF NOTIFICATION

Whenever the Employer determines that a lay-off is necessary in any classification, the Employer shall notify the affected employees at least fifteen (15) days in advance of the date of lay-off or job abolishment.

SECTION 29.2 LAYOFF PROCEDURE

The Employer shall determine in which classification(s) layoff or job abolishment will occur. Layoff shall be in reverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. The Employer will offer available work assignments/shifts to any fulltime employee on "layoff status" prior to offering such opportunities to part-time employees.

SECTION 29.3 VACATION BUYOUT

Employees who are placed on lay-off may request to receive payment for earned but unused vacation benefits. Such payment shall be made within sixty (60) days of the request.

SECTION 29.4 RECALL PROCEDURE

Employees on lay-off will be given a fourteen (14) calendar day notice of recall by certified mail to their last known address as shown on the District's payroll records. Recall from lay-off will be made in reverse order of lay-off, that is, the employee placed on lay-off from a classification last shall be the first to be recalled. Employees who refuse recall to a classification from which they had been laid off shall lose seniority and employment rights.

SECTION 29.5 RECALL RIGHTS

Laid-off employees shall retain their recall rights for twenty-four months from the time of their actual lay-off. However, laid-off employees will maintain a current address and phone number for notification. Failure to do so forfeits recall rights.

ARTICLE 30
SUBCONTRACTING

If during the life of this agreement the employer determines it is necessary to contract out work which is currently performed by bargaining unit employees, the employer and the union shall meet to discuss the reasons for and to review the effects of such contracting and avenues available to limit such contracting prior to implementation.

ARTICLE 31
UNIFORM ALLOWANCE

SECTION 31.1 **UNIFORM ALLOWANCE**

Employees are expected to be in the appropriate uniform during all working hours as set forth in the District policies and procedures regarding uniforms. The uniforms are expected to be clean and not in need of repair or replacement. In order to meet these objectives, the District will provide all bargaining unit employees with a total of six-hundred and fifty dollars (\$650) per year for the purposes of purchasing uniform and associated items. The District will provide the uniform allowance payment the first regular pay of January by payment separate from the regular payment amounts. Bargaining unit employees will submit copies of all receipts for uniform purchases to the District Chief or his designee by December 1st of each year. If the bargaining unit employee does not turn in the appropriate receipts or for an insufficient amount, the bargaining unit employee will have the appropriate amount of applicable taxes withheld from their first pay of December.

SECTION 31.2 **PERSONAL PROPERTY:**

Cell phones (up to \$200), eyeglasses or contacts (up to \$500), and watches (up to \$50) damaged in the line of duty will be repaired or replaced by the District, so long as there was no demonstrable negligence by the employee, which contributed to the property loss or damage. Appropriate receipts and/or proof of expenditures shall be submitted to the Chief for review and the authorization or repair and/or replacement.

ARTICLE 32
HEALTH, SAFETY, SUBSTANCE ABUSE AND TESTING

SECTION 32.1 SAFE WORKING CONDITIONS

Safety must be a prime concern and responsibility of both parties. Therefore the District accepts the responsibility to provide safe working conditions and working methods for its employees. The employee accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods set forth by the District. The local shall appoint a health and safety liaison to assist in assuring a safe working environment.

SECTION 32.2 PROCEDURE UNSAFE CONDITIONS

All working conditions an employee believes to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known and shall be followed by written notification within twenty-four (24) hours of discovery. The supervisor will investigate all reports of unsafe working conditions, and will make every effort to correct any which are found and see that the safety rules and safe working methods are followed by his employees.

SECTION 32.3 COMMUNICABLE DISEASE PROCEDURE

Members shall notify the chief or his designee of any communicable disease encountered while rendering EMS services. The chief or his designee will determine, with consultation of the on-duty emergency room physician or the District's Medical Director, what action if any is necessary to protect the health of affected employees. The District agrees that if medical attention under this section is required which is not covered by workers compensation that the District shall reimburse the employee for those necessary but uncovered expenses incurred.

SECTION 32.4 SAFETY DISCUSSIONS

The District and the Local shall consider and discuss safety and health related matters and explore ideas for improving safety at the regularly scheduled District safety meetings.

SECTION 32.5 EXAMINATIONS - GENERAL

Physical and/or psychological examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required. Examinations, including reasonable suspicion drug testing, shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires. Examinations required by the Employer shall be paid by the Employer.

SECTION 32.6 SUBSEQUENT EXAMINATIONS

Employees who have been determined by an examination as unable to perform the material and substantial duties of their position may submit the report or results of an examination by a practitioner of the employees' choosing with the cost borne by the employee. If the two examinations differ in their conclusions as to the employees' ability to perform the material and substantial duties of their position then the parties shall appoint a third neutral examiner to conduct an examination whose findings shall be considered final which shall not be appealable under the grievance procedure. The cost associated with this third examination shall be paid by the non-prevailing party.

ARTICLE 33
EDUCATION AND TRAINING

SECTION 33.1 TRAINING:

The District will provide the following classes to members at no cost:

1. Cardiopulmonary Resuscitation every year
2. Appropriate Level Refresher every two (2) years
3. In-house or other trainings/meetings that provide for the minimum required continuing education hours for the State of Ohio continuing certification for the certification cycle period.
4. Advanced Cardiac Life Support (for Paramedics) every two (2) years

The District will, only to the extent grant funding continues, provide the following at no cost:

1. Pediatric Advanced Life Support once every two (2) years
2. International/Basic Trauma Life Support once every two (2) years
3. Pediatric Basic Trauma Life Support once every two (2) years

If the member is required by the District to come in off duty to attend one of these classes, the member will be compensated in accordance with overtime or compensatory time procedures.

SECTION 33.2 EMS EXPO

The District will, only to the extent that outside funding is available to supplement the District's funding, offer bargaining unit members the opportunity to attend the EMS Expo at least once every three year on a rotating basis. The District will provide for registration fees, lodging and food allowance consistent with current practices.

SECTION 33.3 TRAINING TIME

When a bargaining unit member is going to an approved class, the employee shall be granted the time off to attend the class. If the employee attends the class on their normally scheduled shift, then the employee shall be paid as if they had remained at work. If the employee attends a class on an off day, then the employee shall be compensated at their regular rate of pay. In no event will an employee receive overtime compensation for training requiring overnight accommodation or for training out of the State of Ohio.

ARTICLE 34
SEVERABILITY

Should any part of this Agreement be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or effect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement by final order issued by any tribunal of component jurisdiction or by operation of law, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

ARTICLE 35
WAIVER IN CASE OF EMERGENCY

SECTION 35.1 EMERGENCY PROCEDURE

In the case of a publicly declared emergency that interferes with normal day to day operation and defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Madison County, the Mayor of the City of London, the Federal or State Legislature, this Agreement may be suspended by the employer.

SECTION 35.2 GRIEVANCE PROCEDURE

Upon termination of the Emergency, should valid grievances exist, the grievances shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed.

ARTICLE 36
DURATION OF AGREEMENT, SUBSEQUENT
NEGOTIATIONS & WAIVER

SECTION 36.1 DURATION:

This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect until December 31, 2016, or otherwise terminated as provided herein.

SECTION 36.2 SUBSEQUENT NEGOTIATIONS If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

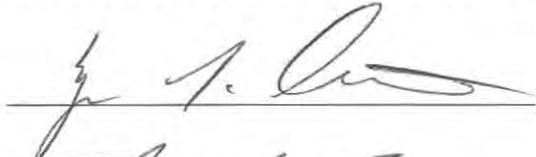
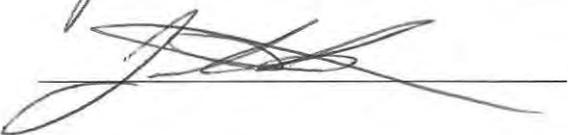
SECTION 36.3 ENTIRE AGREEMENT The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

SECTION 36.4 WAIVER Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

2014-2016 Agreement Between Madison County Emergency Medical District
and International Association of Fire Fighters, Local 4532

FOR THE OHIO ASSOCIATION
OF PROFESSIONAL FIRE FIGHTERS:

ON BEHALF OF THE BOARD FOR
EMERGENCY MEDICAL DISTRICT:

 7/18/2014

