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**AGREEMENT
BETWEEN THE
SANDUSKY COUNTY COMMISSIONERS
(SANDUSKY COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT)**

**AND THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 20**

SERB Case No. 13-MED-09-1178

Effective January 1, 2014 until December 31, 2016

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PREAMBLE/PURPOSE

This Agreement, entered into by the Sandusky County Commissioners, hereinafter referred to as the “Employer,” and the International Brotherhood of Teamsters Local 20 hereinafter referred to as the “Union” has as its purpose the following:

To set forth the understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees in the bargaining unit as defined herein.

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

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the International Brotherhood of Teamsters Local 20 as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 2007-REP-07-0108. The bargaining unit includes all employees of the Sandusky County Emergency Medical Services Department in the classification of paramedic.

Section 1.2. Excluded are all professional; confidential employees, management-level employees, and supervisors as defined in the Act, including EMS Director, Captains, Clerical Specialist, Clerks, and all other employees.

ARTICLE 2 NONDISCRIMINATION

Section 2.1. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee because of that individual’s age, race, religion, national origin, ancestry, sex, genetic history, disability, veteran, or military status.

ARTICLE 3 DUES DEDUCTIONS

Section 3.1. The Employer agrees to deduct regular Union membership dues from each regular pay of employees in the bargaining unit upon receiving written authorization of the employee. Upon receipt of the authorization, the Employer shall deduct dues for the pay period following the pay period in which the authorization was received by the Employer. The total amount of dues, accompanied by an alphabetized list of employees including amount deducted, shall be remitted to the Union monthly. Amounts deducted shall be remitted to the Union. The Union shall advise the Employer, in writing, of the amounts to be deducted and shall designate the address where the dues shall be remitted. Thirty (30) days advance notice must be given the Employer prior to making any changes in the amount to be deducted.

Section 3.2. The Employer agrees to deduct Union membership dues in accordance with this Article for all bargaining unit employees following the completion of thirty-one (31) calendar days of employment.

Section 3.3. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union they shall be the responsibility of the Union.

Section 3.4. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.5. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If an error was made, it will be corrected at the next pay period by deducting the proper amount.

Section 3.6. The Employer 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) layoff from work, (4) an unpaid leave of absence, (5) resignation by the employee from the Union upon written notice to the Employer and the Union.

Section 3.7. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

All dues deductions, at the Employer's option, upon written notice by certified mail to the Union, may be canceled upon the termination of this Agreement.

ARTICLE 4

UNION REPRESENTATION

Section 4.1. A non-employee representative of the Union shall be admitted to the Employer's facilities during working hours for the purpose of attending scheduled meetings as authorized in this Agreement or for the purpose of processing grievances, provided the representative notifies the Employer of his intention to attend such scheduled meetings or hearings, prior to the meeting or requested arrival time. Upon arrival, the union representative shall identify himself to the Employer, or the Employer's designated representative.

Section 4.2. The Union shall submit in writing the names of employees who will act as employee representatives for processing grievances as outlined in the Grievance Procedure. The Employer will recognize a reasonable number of employees for this purpose.

Section 4.3. The Union shall provide to the Employer a list of employee representatives which is to be kept current at all times and shall include the following: (1) name, (2) telephone number, (3)

position held. No employee shall be recognized by the Employer as an employee representative until the Union has presented the Employer with written certification of that person's selection.

Section 4.4. The investigation and/or writing of grievances by representatives may be performed during work hours when such activity does not interfere with the representative's assigned duties and with prior permission of the immediate supervisor. The authorized representative shall be permitted time to deliver grievances to the next step of the grievance process without loss of pay. Grievance hearings will be scheduled by mutual agreement of the Employer and the local Union. If grievance hearings are scheduled during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing.

Predisciplinary hearings will be scheduled by mutual agreement of the Employer, however, the County will make every reasonable attempt to accommodate the Union. The Union will make itself available during the week of the date originally scheduled by the Employer.

Section 4.5. Rules governing the activity of Union representatives are as follows:

- a. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of employees.

The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

- b. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the activity.
- c. The Union employee official shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.
- d. An employee abusing the rules of this section is subject to disciplinary action.

Section 4.6. County vehicles will not be used in the investigation of grievances unless specifically authorized by the immediate supervisor.

The Employer shall not be responsible for any long distance telephone calls made for grievance purposes. The Employer's fax machine and computers shall not be used for grievances or other Union business.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1. The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy (except to the extent expressly modified by specific provisions of this Agreement) which include but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget and uses thereof;
- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organization structure;
- F. To determine the Department's goals, objectives, programs and services and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
- G. To direct, supervise, evaluate or hire employees;
- H. To maintain and improve the efficiency and effectiveness of the Employer's operation;
- I. To determine the overall methods, process, means or personnel by which the Employer's operation are to be conducted;
- J. To suspend, discipline, demote or discharge for just cause or lay off, transfer, assign, schedule, promote, or retain employees;
- K. To maintain the security of records and other important information;
- L. To determine the size, duties, qualifications and adequacy of the work force;
- M. To determine the overall mission of the Department as a unit of government;
- N. To effectively manage the work force;
- O. To promulgate and enforce reasonable work rules;
- P. To take actions necessary to carry out the mission of the Employer as a governmental unit;
- Q. To determine the hours of work and work schedules required to most efficiently operate; to schedule overtime and the amount required thereof; and
- R. To determine and implement necessary actions in emergency situations.

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the exclusive function of the Employer.

ARTICLE 6
NO STRIKE/NO LOCKOUT

Section 6.1. The Union agrees that a strike would create a clear and present danger to the health and safety of the public. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Sandusky County. Therefore:

The Union agrees that neither it, its officers, agents, staff representatives, or members will authorize, instigate, cause, sanction, finance, aid, condone or participate in any strike, sympathy strike, work stoppage, walkout, slowdown, sick-call, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer during the term of this Agreement. When the Employer notifies the Union that any of its members are engaged in any such unlawful strike activity, as outlined herein, the Union shall promptly act to prevent or stop such acts and shall immediately, conspicuously post notice at the Agency over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, the Employer shall have the option of seeking appropriate legal remedies. Any employee who participates or promotes such strike activities as previously outlined, may be disciplined up to and including discharge. Disciplinary action taken in accordance with the provisions of this article shall be subject to appeal only on the question of participation in the strike activities.

Section 6.2. 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 employees during the term of this Agreement.

Section 6.3. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful activities as provided in this article.

ARTICLE 7
APPLICATION OF THE OHIO CIVIL SERVICE LAW

Section 7.1. The Employer and the Union agree that for purposes of this Agreement, the provisions of the Revised Code pertaining to payroll reporting requirements through the Ohio Department of Administrative Services do not apply to bargaining unit employees.

Sections 7.2. Except as expressly otherwise provided for in this Agreement, no section of the Civil Service Laws contained in Ohio Revised Code 124.11 through 124.391, Section 4111.03 and Section 325.19 shall apply to employees in the bargaining unit. This Agreement supersedes and replaces all pertinent statutes, civil service rules and regulations, resolutions, rules and regulations over which it has authority to supersede and replace. This Agreement shall constitute the full and complete understanding between the parties in regard to wages, hours, terms or conditions of employment.

It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit except that complete list of persons having passed Civil Service Examinations be provided to the Employer, when requested, for selection of original appointments.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. A grievance is any dispute which may arise involving the application, meaning or interpretation of an express and specific term or provision of this Agreement.

Section 8.2. Each grievance shall be numbered. For the purpose of this article, the time computation requirements as established in Section 8.6 shall commence with the presentation of the grievance. All time periods established for action by either party may be extended by mutual consent if agreed upon by the Union and the Employer in writing.

Section 8.3. A grievance under this procedure may be brought by any bargaining unit employee who believes himself to be aggrieved by a specific violation of this Agreement or by the Union. Where a grievance is being filed involving an alleged violation which affects a group of bargaining unit employees in the same manner, one (1) employee, selected by the group, or the Union, shall process the grievance, and the grievance shall be signed by all employees allegedly aggrieved.

Section 8.4. Employees in their initial probationary period of employment shall not have access to the Grievance Procedure to appeal disciplinary actions, discharge or removal.

Section 8.5. Grievances must be processed at the proper step in order to be considered at subsequent steps. However, any grievance not answered by the Employer within the prescribed time limits may be advanced by the grievant or the Union to the next step in the Grievance Procedure. Failure of the Employer to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. All time limits provided herein shall be strictly adhered to, and any grievance not filed initially or appealed within the prescribed time limits will be deemed withdrawn. Any grievance may be withdrawn at any point by submitting a statement to that effect in writing, or by permitting the time limits to lapse as provided above.

Section 8.6. The parties mutually desire to provide for the prompt adjustments of grievances, with a minimum amount of interruption of the Employer's operations and services. Every responsible effort shall be made by the parties to effect resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

STEP 1: The Union and/or the grieved employee shall present the grievance in writing to the immediate supervisor within ten (10) calendar days of the occurrence of the facts giving rise to the grievance or ten (10) calendar days of the date, of the employee's knowledge of the occurrence of the facts giving rise to the grievance. In no cases will a grievance be considered which is submitted later than thirty (30) calendar days following the date of the facts that gave rise to the grievance. The grievance shall be

submitted on the grievance form acceptable to both parties. Grievances submitted beyond the above calendar day limits shall not be considered. The immediate supervisor shall investigate and give his written response within ten (10) calendar days of his receipt of the grievance.

STEP 2: If the grievance is not resolved at Step 1, the employee or the Union may refer the grievance, in writing, to the EMS Director, or his designee, within ten (10) calendar days after the Step 1 reply. The EMS Director, or his designee, shall have ten (10) calendar days in which to schedule a meeting with the grieved employee and his union representative if deemed necessary and respond to the grievant and appropriate Union representative in writing, within ten (10) calendar days following the meeting.

STEP 3: If the grievance is not satisfactorily resolved at Step 2, the Union may choose to submit the grievance, in writing, to the Human Resources Director within ten (10) calendar days after the Step 2 reply. The Human Resources Director shall have ten (10) calendar days in which to schedule a meeting with the grievant and his union representative. The Human Resources Director shall respond to the grievant and appropriate Union representative in writing within ten (10) calendar days following the meeting.

STEP 4: If the grievance is not satisfactorily resolved at Step 3, the Union may choose to submit the grievance to arbitration by giving the Human Resources Director written notice of its intention to do so within ten (10) calendar days after receipt of the Human Resources Director's response. In the event the grievance is not referred to arbitration within the time limit prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Section 8.7. The Arbitrator may be chosen by mutual agreement of the parties. If no agreement is reached, either party may request the Federal Mediation and Conciliation Service to provide a list of nine (9) Ohio arbitrators who are members of the National Academy of Arbitrators. The party requesting the list of arbitrators shall pay for the cost of the list. Within ten (10) calendar days after receipt of such list, the parties shall meet to select the Arbitrator by striking from the list. The party to strike the first name shall be chosen by lot. Each party shall have the option to completely reject the entire list of names provided by the Federal Mediation and Conciliation Service and request another list, but neither party may reject the entire list more than once in regard to a particular grievance. The party that rejects the entire list from the Federal Mediation and Conciliation Service shall pay for the new list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law unless such law is superseded by this Agreement. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision or language of this Agreement.

The Arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or

declarations of opinion which are not directly essential in reaching a decision on the issue in question. The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any other Agreement, grievance or practices.

The Arbitrator shall not establish 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 of the facts giving rise to the grievance. In the event either party raises the question of arbitrability, then the first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the scope of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator at the same hearing, if the Arbitrator considers it feasible. Decisions of the Arbitrator will be final and binding upon the Employer, the Union and the employee(s).

Expenses attendant to the services of the arbitrator shall be borne by the parties in accordance with the following:

- A. If the arbitrator denies/dismisses the grievance in its entirety, the party filing the grievance shall pay such expenses.
- B. If the arbitrator sustains/upholds the grievance in its entirety, the party against whom the grievance was filed shall pay such expenses.
- C. If the arbitrator neither denies/dismisses the grievance in its entirety nor sustains/upholds the grievance in its entirety, such expenses shall be shared and paid equally by the parties.

The expenses of any witness shall be borne, if any, by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of its case to the Arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter's recording, or request a copy of any transcripts. Employees called to testify during their regularly scheduled working hours shall suffer no loss in pay during the period of their appearance before the Arbitrator.

The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the Arbitrator prior to the arbitration hearing.

Section 8.8. All grievances should contain the following information and must be filed using the grievance form mutually agreed upon by both parties:

- 1. Aggrieved employee's name and signature;
- 2. Aggrieved employee's classification;
- 3. Date grievance was first discussed at Step 1 and name of supervisor with whom the grievance was discussed;
- 4. Date grievance is filed in writing;
- 5. Date and time grievance occurred, if possible;

6. The location where the grievance occurred;
7. Signature of the aggrieved employee's union representative;
8. A description of the incident giving rise to the grievance;
9. Specific articles and sections of the Agreement allegedly violated;
10. Desired remedy to resolve the grievance.

Section 8.9. Grievances arising from the suspension without pay or the discharge of an employee shall be initiated at Step 2 of this Grievance Procedure.

Section 8.10. Each party shall have the right to present its case at each level of this Grievance Procedure, and each party shall have the right to call witnesses at Steps 2 & 3 hereof.

Section 8.11. The employee shall have the right to present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union has the opportunity to be present at the adjustment.

ARTICLE 9

CORRECTIVE ACTION

Section 9.1. No employee shall be reprimanded, reduced in pay, suspended, given a record of final warning or discharged except for just cause.

Section 9.2. A. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive and uniform manner.

B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 9.3. Whenever the Employer determines that an employee's conduct may warrant a suspension, reduction, discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged violation. Written notice of such conference may be mailed or personally delivered to the employee at work, if feasible. Such notices shall specify the time, date and place of the conference, and the notice shall also advise the employee of his right to have a business representative and/or the Union steward present at the conference.

Section 9.4. Any suspension of up to five (5) working days shall not be considered in future discipline matters eighteen (18) months from the date of issuance providing there are no intervening corrective actions for the same offense. Any suspension of more than five (5) working days shall not be considered in future disciplinary matters two (2) years from the date of issuance providing there are no intervening corrective actions for the same offense.

Records of verbal warnings or written reprimands shall cease to have force and effect or be considered in future discipline matters twelve (12) months after their effective date, providing there are no intervening corrective actions for the same offense. Records of Final Warning shall cease to

have force and effect or be considered in future discipline matters two (2) years from the date of issuance providing there are no intervening corrective actions taken during that time period.

Section 9.5. The Employer agrees that all corrective actions shall be carried out in a private manner so as not to cause embarrassment to the employee. This shall not be construed to prevent the employee from having Union representation present.

Section 9.6. An employee who receives a written reprimand may file a grievance, but said grievance shall not be appealed beyond Step 3 of the grievance procedure. As an alternative to filing a grievance, if the employee does not agree with the written reprimand, he may include a brief [one (1) page or less] statement to be attached to his reprimand in his personnel file, but the employee will not be permitted to file a grievance and also a statement for his personnel file.

Section 9.7. It is understood by the parties that newly hired probationary employees may be disciplined or terminated, and have no appeal through the grievance procedure contained herein.

Section 9.8. This Article shall not be applicable to investigations involving alleged criminal violations by employees. If an employee is a suspect of criminal investigation he shall be afforded the same constitutional rights to which any other individual is entitled.

Section 9.9. Use of Last Chance Agreements. Last Chance Agreements are not considered a form of discipline but a non-precedent setting agreement between the parties whereby the employee retains his/her employment for his/her agreement to follow the Last Chance Agreement.

Last Chance Agreements shall not amend the collective bargaining agreement and shall supersede any conflicting language in the collective bargaining agreement with regard to the employee subject to the Last Chance Agreement only. The use of Last Chance Agreements shall not require the vote of membership nor ratification by the legislative body.

Whenever the Employer determines an employee's conduct may warrant discharge, the Employer may agree to the use a Last Chance Agreement. An employee may request to be represented by an available Union Representative. However, prior to an employee signing the Last Chance Agreement, the Union shall be permitted to review said Last Chance Agreement.

ARTICLE 10 **WORK RULES**

Section 10.1. All new work rules or changes in existing work rules shall be discussed with the Union prior to posting. New work rules or changes in existing work rules shall be posted in each station ten (10) days prior to implementation. This section does not limit the right of the Employer to implement any work rules prior to the conclusion of the ten (10) day period. Employees shall receive copies of the new or changed work rule prior to implementation.

All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Employer, or his delegate.

Section 10.2. All work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 10.3. The Employer recognizes that no rules, regulations, policies or procedures shall be established that are in violation of any express terms of this Agreement or that materially affect the wages or hours of bargaining unit employees unless mutually agreed. Prior to implementing new or changed work rules, policies, procedures or other changes that materially affect the wages, hours or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least ten (10) 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 negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages or hours of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 40, Duration of Agreement, for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117, or in any case 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 ten (10) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

ARTICLE 11

ALCOHOL AND DRUG TESTING

Section 11.1. When an employee is reasonably observed in a condition, or demonstrating conduct which suggests that the employee is working under the influence of alcohol or illicit substances, the affected employee will be requested by a supervisory or management employee to execute a written consent form, by the terms of which the employee consents to the giving of blood and/or urine samples for the purpose of testing for the presence of alcohol (.04% or more B.A.C.) and/or illicit substances (schedule I through V of Federal Control Substances Act).

The employee may upon written request and at the employee's expense, have a split sample of the blood/urine sample used in the test sent to a physician of his choice to have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result. In the event the split sample confirms the results of the first test, the Employer may proceed with the sanctions set forth in this article. In the event that the split sample test contradicts the results of the first test, the split sample result is determined to be the final result, and the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

If the employee refuses consent, the Employer may not proceed further to require the taking of samples or performance of drug or alcohol tests. Refusal of the employee to participate in the testing procedure provided herein shall constitute a presumption of intoxication and shall constitute the basis for disciplinary action, up to and including discharge.

Section 11.2. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification

program. The result of a screening test shall not be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures.

The name of the testing laboratory shall be maintained by the Employer. This facility shall conduct any testing directed by the Employer.

Section 11.3. If the testing required above has produced a positive result, the Employer may take disciplinary action up to and including termination and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee required by the Employer to participate in rehabilitation or detoxification program shall be allowed to use any available leave time for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing alcohol or a controlled substance, the employee will be returned to the employee's former position. Such employee may be subject to periodic retesting upon return to work for a period of one (1) year. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on leave of absence without pay for a period not to exceed the period recommended by the Substance Abuse Professional (SAP). The use of illegal drugs shall normally result in the employee's discharge of employment.

If an employee is offered participation in any rehabilitation or detoxification program by the Employer and is returned to work, but subsequently tests positive for the presence of alcohol and/or illicit substances, the employee will be terminated.

Section 11.4. An employee shall be encouraged to participate in an outpatient program for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The Employer shall be notified of entry into such a program prior to the employee's commission of any act subject to disciplinary action. This provision does not amend or alter the disciplinary provisions of this Agreement.

Section 11.5. The Employer agrees that all actions taken pursuant to this Article will be carried out in a private manner so as not to cause embarrassment to the employee. The affected employee may have a Union representative present at discussions with the Employer, if requested. An employee who knowingly makes false accusation that results in a drug test may be subject to disciplinary action.

Section 11.6. Post incident drug/alcohol testing may be conducted when an employee is involved in an auto accident or a physical altercation based upon reasonable suspicion. Refusal of the employee to participate in the testing procedure may constitute the basis for disciplinary action.

ARTICLE 12
PERSONNEL FILES

Section 12.1. Employees shall have access to their individual personnel files for review during normal business hours. Any employee wishing to examine his personnel file shall make a request in advance to the Employer. The Employer shall not be required to pay an employee or to lose that employee's service as a result of this activity. An employee may have a representative present during such inspection.

Section 12.2. Employees will be provided free of charge a copy of any materials contained in their personnel file upon request once during the term of this contract. In addition, employees will be provided free of charge copies of any corrective action records, evaluations, and accommodations. Copies of any information requested in addition to the above shall be subject to charges per the County policy applied to other employees and the public.

The Union shall have the right to review and make copies of materials contained in an employee's personnel file upon written approval of the employee involved. This shall be free of charge if the employee has not previously received such copies free of charge. If the employee has already requested and received the information, then the Union shall be charged for the cost of duplication per the County policy.

ARTICLE 13
LABOR RELATIONS MEETINGS

Section 13.1. In the interest of sound labor relations, upon a reasonable request from the Union, the Employer or his designee(s) shall meet with the Union to discuss pending problems, exchange information, and to promote improved labor relations. Both the Employer and the Union shall be allowed an equal number of representatives.

Section 13.2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which effect bargaining unit employees;
- C. Discuss grievances when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and,
- F. Consider and discuss safety matters relating to employees.

Section 13.3. Employee union representatives attending labor relations meetings shall not suffer loss in their regular pay while attending any meetings provided for under this article which are held during the employee's regular working hours.

Section 13.4. Labor relations meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 14 **BULLETIN BOARD**

Section 14.1. The Employer agrees to provide one adequate bulletin board in each facility in an agreed upon area of the facility for use by the Union.

Section 14.2. The Union notices of any kind posted on the bulletin board shall be signed and dated by a Union representative. Posting may be done during working hours only by a Union member or the Union's business representative. If the notices are to be posted by the Union's business representative, he shall comply with the provisions of Section 4.1 by notifying the Employer, or his designee, of his intention prior to arrival.

Section 14.3. It is understood that no material may be posted on the Union bulletin board at any time which contain personal, scandalous or derogatory attacks on any other employee, the Employer or any other governmental units or officials or attacks on and/or favorable comments regarding a candidate for public office.

Section 14.4. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

Section 14.5. Upon the request of the Employer's designee, the Union shall cause the immediate removal of any material posted in violation of this article.

ARTICLE 15 **SENIORITY**

Section 15.1. 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 and shall continue for a period of six (6) months. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 15.2. Part-time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full-time employees. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full-time employee.

Section 15.3. “Seniority” shall be computed on the basis of uninterrupted length of continuous service with the Employer in the Emergency Medical Services Department.

Section 15.4. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 15.5. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedures for such leave and returns to active service immediately following the expiration of the approved leave.

Section 15.6. Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

Section 15.7. Seniority shall only be applied as a determining factor in those matters and only to the extent as specifically stated elsewhere in this Agreement.

Section 15.8. “Seniority” shall be lost and the employee shall be terminated for the following reasons:

1. Resignation or retirement;
2. Discharge for just cause;
3. Layoff in excess of twelve (12) months;
4. Failure to report to work on the first day following the expiration of an approved leave of absence;
5. An employee enters employment for another employer or becomes self employed while on leave of absence;
6. Failure to report to work within ten (10) calendar days following receipt of recall notice from layoff.

ARTICLE 16

TRANSFER REQUESTS

Section 16.1. The Employer shall post a notice on the employees’ bulletin boards for two (2) calendar weeks in December of each year, during the term of this Agreement, that written applications will be accepted during the posted period by employees in the classification of paramedic who wish to request a change of their station assignment. The Employer shall not be obligated to consider any applications submitted after the posting date.

Section 16.2. All timely filed applications shall be reviewed and granted based on seniority.

Section 16.3. Nothing in this article shall be construed to limit the right of the Employer to transfer, assign or schedule employees.

Section 16.4. The employee shall be notified of the Employer's decision within two (2) calendar weeks following the posting period. The transfer shall become effective at the start of the next following pay period unless mutually agreed otherwise.

ARTICLE 17 **TRADING SHIFTS**

Section 17.1. Employees requesting to trade shifts must notify the Employer in writing at least seventy-two (72) hours in advance of the effective date of the trade. In case of an individual's abuse of his right to trade shifts, that individual may have his trades limited by the Employer on a calendar month or calendar year basis. For the first sixty (60) days probationary employees may only trade with employees within their training station and will pay back within two (2) weeks. From the sixty-first (61st) day of employment through one hundred twenty (120) days of employment the pay back must be made within thirty (30) days. Such trades may be with any station with the agreement of both Captains involved.

Section 17.2. All trades will comply with the Fair Labor Standards Act. There will be no paybacks in cash. Records of trades will be as mandated by the Employer.

Section 17.3. Trades will be paid back as taken, in the same amounts.

Section 17.4. The Employer shall not be responsible for the pay back of trades by employees. Trading shifts shall not result in the payment of overtime.

ARTICLE 18 **LAYOFF AND RECALL**

Section 18.1. When the Employer determines that a long term layoff or job abolishment is necessary, they shall notify the affected employees ten (10) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to meet with the Union prior to the layoff to discuss alternatives to a layoff. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The provisions of this Article specifically supersede the provisions of Ohio Revised Code 124.321 through 124.328.

Section 18.2. The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority. The employee(s) with the least seniority will be laid off first.

Section 18.3. Employees who have completed an original probationary period and are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently

qualified to perform the work in the job classification to which they are recalled without further training. It is the responsibility of the employee to keep the Employer informed of any change in address or the employee's availability for recall during the above one (1) year period.

Section 18.4. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 18.5. In the case of a long-term layoff, the recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt 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.

ARTICLE 19 **HOURS AND OVERTIME**

Section 19.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 19.2. The work period for all full-time paramedics covered by the terms of this Agreement shall begin at 7:01 a.m. on Sunday and continue for seven (7) consecutive calendar days (one hundred sixty-eight (168) consecutive hours) ending at 7:00 a.m. the following Sunday. When a paramedic is required to perform work in excess of forty (40) hours during the seven-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 1/2) times the employee's 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. For the purpose of determining an employee's eligibility for overtime, only actual hours worked and hours of vacation leave shall be used in the computation. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 19.3. The following mandatory overtime shall apply for all paramedics.

In order to meet the operational needs of the department, specifically to prevent a station(s) from being closed, employees may be required to work overtime. Mandatory overtime will be from the bottom up and will be on a rotation basis. If the rotation is not accurately being followed, it will be a matter for labor-management meeting. The rotation schedule shall be kept by the EMS Director and will be made available for review upon request. No employee may be mandated for more than an eight (8) hour shift. Captains will be included in the mandated overtime.

If the limit of eight (8) hour shifts causes problems for the Employer to fill the operational needs, it will be a matter for labor-management meeting.

ARTICLE 20
PART-TIME PARAMEDIC PERSONNEL

Section 20.1. The parties met May 10, 2010, at the Sandusky County Commissioners Office and negotiated the wages, hours, or terms and other conditions of employment regarding the application of articles/sections of the collective bargaining agreement to irregularly scheduled part-time employees.

The parties discussed the following article sections, and came to agreement as described herein:

Article 9, Corrective Action, Section 9.2 — Modified Section Attached

Article 15, Seniority, Section 15.2 — Modified Section Attached

Article 19, Hours and Overtime, Section 19.1 — Modified Section Attached

Article 22, Sick Leave, Section 22.1 — Modified Section Attached

Article 28, Injury Leave, Section 28.1 — Modified Section Attached

Article 35, Wages, Section 35.1 — Modified Section Attached

Article 35, Wages, Section 35.3 — Modified Section Attached

The parties discussed the following articles, and came to agreement as described herein:

Article 16, Transfers — Does Not Apply to Part-time Paramedic Personnel

Article 17, Trading Shifts — Does Not Apply to Part-time Paramedic Personnel

Article 23, Employee Attendance Bonus — Does Not Apply to Part-time Paramedic Personnel

Article 24, Leave of Absence Without Pay — Does Not Apply to Part-time Paramedic Personnel

Article 26, Jury Duty — Does Not Apply to Part-time Paramedic Personnel

Section 20.2. It is understood part-time employees will have no automatic right to a vacancy for a full-time Paramedic position. It is also understood a full-time Paramedic will have no automatic right to a vacancy for a part-time Paramedic.

It is understood that part-time paramedics are not eligible for group insurance even if working more than just part-time hours.

Section 20.3. Copies of the initialed agreements pertaining to part-time paramedics are as follows:

- **Article 9, Corrective Action**

Section 9.2.

C. Except where a part-time paramedic may be removed if he/she fails to accept hours assigned three (3) times in a three (3) month period.

- **Article 15, Seniority**

Section 15.2. Part-time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full-time employees. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full-time employee. The probationary period for part-time employees working an irregular schedule shall be sixty (60) actual worked days.

- **Article 19, Hours and Overtime**

Section 19.1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of the Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week. Part-time paramedics will not be guaranteed a minimum or maximum total of scheduled hours per day or per week. Schedule assignment will be irregular and on an as needed basis. The EMS Director or his designee is the only one that can schedule a part-time employee to work.

- **Article 22, Sick Leave**

Section 22.1. Sick leave shall be earned by full-time bargaining unit employees at the rate of .081 hours for each regular, non-overtime hour of service with the Department. Sick leave credit will not be earned while an employee is on an unpaid leave of absence. Employees shall be permitted to accumulate sick leave credit in an unlimited amount.

Sick leave shall be earned by part-time employees at the rate of .0577 hours for each regular, non-overtime hour of work, up to a maximum annual accumulation of one hundred twenty (120) hours. Employees working fewer hours will earn proportionately fewer sick leave hours per year. Employees shall be permitted to accumulate sick leave credit in an unlimited amount. Part-time employees will earn sick leave only for actual work performed.

- **Article 28, Injury Leave**

Section 28.1. In the event a full-time bargaining unit employee is injured while in the performance of his duties, the employee will receive full pay, as certified by a physician, but for no longer than three (3) months from the date of the injury. The employee, to be eligible for compensation, shall submit a Report of Injury form within twenty-four (24) hours of the injury or if unable to submit a Report of Injury, the supervisor shall submit the Report. The receipt of compensation under this article shall not affect the accrual of seniority or benefits. The employee will be asked to file for Workers' Compensation medical benefits only, but not for loss of wages. If the employee is deemed ineligible for injury leave benefits, the period of absence may be deducted from his accrued sick leave subject to the provisions of the Sick Leave Article herein.

In the event a part-time employee is injured while in the performance of his duties, the employee shall be paid for the remainder of their scheduled shift, if a physician certifies that the employee is unable to return to duty, and will be eligible to apply for Workers' Compensation benefits as provided by the Bureau of Workers' Compensation.

- **Article 35, Wages**

Part-time employees shall be paid the current starting base rate of pay.

Section 35.3. An eligible bargaining unit employee shall receive longevity compensation based upon his or her total years of continuous service which has been completed as of his or her anniversary date of hire with Sandusky County. Payment of longevity compensation shall be made by translating the amount due under this section into an hourly rate in a manner consistent with the Fair Labor Standards Act (29 U.S.C. 201) and this Agreement.

Each employee who has completed a minimum of five (5) years of continuous service with the Employer shall receive an annual longevity payment in accordance with the following schedule:

\$65.00 for each year of continuous employment from the completion of the fifth (5th) year through the ninth (9th) year.

\$75.00 for each year of continuous employment from the completion of the tenth (10th) year through the fourteenth (14th) year.

\$85.00 for each year of continuous employment from the completion of the fifteenth (15th) year through the nineteenth (19th) year.

\$100.00 for each year of continuous employment from the completion of the twentieth (20th) year and thereafter.

Part-time employees shall not be eligible to receive longevity compensation.

In addition, this article shall establish that a part-time employee has no right to a vacancy for a full-time paramedic.

Section 20.4. Utilization of Part-Time Employees.

Assigning of Days

- In the middle of January, part-time employees shall be given a list, mostly comprised of seniority vacation requests, in which they can pick and choose from.
- In addition to seniority vacation request, the part-time employee can pick up last minute vacation days.
- Once the employee accepts a shift it will be considered their scheduled shift.
- Generally, part-time employees will not be scheduled more than forty (40) per week unless approved by EMS Director.

Sick Day Coverage

- Normal procedure: using the part-time roster before utilizing regular overtime roster.

Mandatory Overtime

- Part-time will not be used.

ARTICLE 21
SAFETY AND HEALTH

Section 21.1. It is agreed that safety is a prime concern and responsibility of the Employer, the employees and the Union.

Section 21.2. The Employer agrees to provide safe working conditions for employees in conformance with minimum standards of applicable law. The Employer will attempt to correct unsafe working conditions and see that safety rules and safe working methods are followed by employees.

Section 21.3. The employees accept the responsibility to maintain work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known. If the employee is dissatisfied with the manner of the response, he may pursue the unsafe condition to the next higher level of authority and/or the EMS Director. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator

under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

Section 21.4. The Employer and the Union shall consider and discuss safety and health related matters and explore ideas for improving safety, at the regularly scheduled labor relations meetings or at a special labor relations meeting.

Section 21.5. The Employer shall provide Hepatitis B vaccinations to all employees at the Employer's expense. Employees shall have the opportunity to accept or not accept the vaccinations and shall so indicate on forms provided by the Employer.

ARTICLE 22 **SICK LEAVE**

Section 22.1. Crediting of Sick Leave. Sick leave shall be earned by full-time bargaining unit employees at the rate of .081 hours for each regular, non-overtime hour of service with the Department. Sick leave credit will not be earned while an employee is on an unpaid leave of absence. Employees shall be permitted to accumulate sick leave credit in an unlimited amount.

Section 22.2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-half (1/2) hour. An employee shall be charged for sick leave only for days and hours for which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or pay period earning.

Section 22.3. Sick Leave Uses. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Non-occupational illness or injury of the employee.
2. Serious illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary and is verified (immediate family is defined as the employee's spouse, the employee's children, mother, father, brother, sister, employee's grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian (in-loco parentis)). Sick leave for family illness or injury reasons shall not exceed three (3) workdays to enable the employee to secure other arrangements for family care.
3. Pregnancy, childbirth and/or related medical conditions. Sick leave for this purpose may begin when the physician states the employee is unable to perform her job and end when the physician releases the employee as medically able to work. If the employee has used all of her sick leave to which she is entitled, the employee may be granted Family and Medical Leave (FMLA) per the provisions of Article 25. Such leave of absence request must be supported by evidence from the employee's physician that the employee is unable to resume her duties.

Male employees may be granted FMLA pursuant to Article 25 because of the birth of a child or placement for adoption or foster care of a child.

4. Death of a member of the employee's immediate family (sick leave usage limited to the time actually required to make funeral arrangements and attend the funeral — maximum limit of five (5) calendar days). (Immediate family for this purpose is defined as: spouse, mother, father, brother, sister, child, step-child living in the employee's household, the employee's grandparent, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, other person who stands in the place of the employee's parent (in loco parentis)). Should an employee lose their life while on duty, all sick leave will be paid out on the next payroll.

Section 22.4. Evidence Required for Sick Leave Usage. The employee shall be required to furnish a satisfactory written signed statement to justify the use of sick leave. Evidence required by this section shall be provided on the Application of Sick Leave Form. Authorization for any absence and the approval of any pay for sick leave is dependent on the timely submission of all leave forms to the employee's supervisor. A written sick leave request may be denied by the Employer based upon any investigation which discloses facts inconsistent with the proper use of sick leave. The employee may be required to furnish a certificate from a physician to support any absence due to illness or injury if the Employer suspects that the absence or pattern of absences may be unwarranted. A physician's statement may be required if the absence is for two (2) consecutive work days or more. During prolonged periods of illness or injury, the employee may be required to submit a physician's statement every pay period to justify payment of sick leave. At the conclusion of the illness or injury, the employee shall submit a physician's certificate stating the nature of the medical condition, the specified dates the employee was under the physician's care and a statement that the employee is physically able to return to work under the current conditions of employment of the employee's job. Falsification of either the sick leave request or a physician's certificate or using sick leave for purposes other than which it was granted shall be grounds for disciplinary action up to and including discharge. Nothing in this article will be construed to mean that paid sick leave will automatically be granted to an employee requesting it. It is within the discretion of the Employer to approve or deny sick leave requests. If an employee is overpaid as a result of denial, such overpayment shall be deducted from the employee's next pay.

Section 22.5. Notification by Employee. When an employee anticipates his absence from work he shall notify the Employer of the expected absence at least two (2) hours prior to the start of his scheduled shift and shall continue doing so for every succeeding day of absence thereafter. If an employee has a prolonged illness or other reason for extended sick leave usage, the employee will notify his immediate supervisor and may not be required to notify the Employer on a daily basis.

Section 22.6. Physical Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the essential duties of his position. The cost of such examination shall be paid for by the Employer. Should a contradiction arise of the report of the employee's capabilities to perform his essential duties between the Employer's designated physician

and the employee's physician, a third physician will be selected by mutual agreement between the Employer and Union, to provide a third and binding opinion. The third physician shall be a medical specialist in the field required of the examination. The employee shall pay the cost of the third physician.

Section 22.7. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall result in discipline, including dismissal and denial of sick leave payments. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as determined by the Employer. Use of sick leave on a scheduled workday immediately preceding or immediately following a day of covering for a trade on more than one (1) occurrence may be considered by the Employer as the patterned use of sick leave.

Section 22.8. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the Employer, be granted a leave of absence without pay per the provisions of Article 24.

Section 22.9. Bargaining unit employees hired on or before August 12, 1982, shall, when they retire from active service with the Employer at the time of separation, be paid 100% of the value of their accrued but unused sick leave, at their current rate of pay not to exceed a total payment in excess of two hundred and sixty (260) days of sick leave.

Bargaining unit employees hired or rehired after August 12, 1982 shall, when they retire from active service with the Employer at the time of separation and if they have completed seven (7) years of service with the Employer, be eligible to convert sick leave to cash at their current rate of pay for one-fourth (1/4) of the value of their accrued but unused sick leave. The maximum payment which may be made shall be one-fourth (1/4) of one hundred twenty (120) days.

An employee who has received such sick leave conversion pay shall be considered to have eliminated all sick leave credit accrued. Such payment shall be made only once to any employee.

An employee may select to receive the sick leave conversion pay in one (1) lump sum or may select to receive such an amount in more than one (1) payment not to exceed four (4) payments per year and not to exceed three (3) years following retirement.

Under the quarterly or semiannual payment plan any balance due a retired employee who dies during this period shall be paid immediately to the employee's estate.

For the purpose of this section, retirement shall be considered that criteria established for retirement from active service with the Employer at the time of separation under the Public Employees Retirement System.

Employees who die shall be considered to have terminated their employment and their beneficiary is eligible for such payment of sick leave for which the expired employee would otherwise be qualified.

Under this policy the date of termination shall be the date of death. Such payment shall be made in accordance with Section 2113.04 of the Ohio Revised Code or paid to the employee's estate.

ARTICLE 23
EMPLOYEE ATTENDANCE BONUS

Section 23.1. Non-probationary employees shall be eligible to earn personal leave as a result of not using accrued sick leave.

Section 23.2. Any employee with at least one (1) year of continuous service who does not utilize any sick leave for the calendar four (4) month period beginning January 1, May 1, and September 1 of each calendar year, shall be entitled to an attendance incentive of \$225.00. The incentive shall be paid the immediate pay period following the employee's eligibility. To be eligible, an employee must work any traded shift and the employee must not miss work or use sick leave for other than death of a member of the employee's immediate family, approved vacation or holiday leave, military leave or injury leave.

ARTICLE 24
LEAVE OF ABSENCE WITHOUT PAY

Section 24.1. Non-probationary bargaining unit employees may be granted the following types of unpaid leaves of absence:

- A. **Disability Leave.** A physically incapacitated employee who has completed his/her probationary period may request a disability leave. A disability leave for a period not to exceed twelve (12) months may be granted when the disability continues beyond accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with his/her written request, and is:
1. Hospitalized or institutionalized;
 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
 3. Declared incapacitated for the performance of the essential functions of his/her position by a licensed physician designated by the Employer. It is the employee's responsibility to request accommodation or disability leave. Disability leave is not granted automatically when the employee's sick leave has expired.
 4. A female employee for maternity purposes when the employee can no longer perform the substantial duties of her job until the employee is medically able to return to work as verified by a physician's statement.

When an employee is ready to return to work, he/she shall furnish a statement by a physician releasing the employee as able to return to work and capable of performing the essential

functions of his/her position. Upon such release the employee will be returned to his/her previous classification and location, so long as practicable.

- B. Employer Required Disability Leave. The Employer may require an employee to be examined by a licensed medical professional. An employee found to be physically or mentally unable to perform the essential functions of his/her position by such professional may request an accommodation or shall be placed on disability leave as described by paragraph A above. Accommodations made by the Employer shall comply with applicable law.
- C. Leave of Absence. The Employer may grant a leave of absence to any employee for a maximum duration of up to six (6) months for personal reasons of the employee. Such a leave may not be renewed or extended.
1. The authorization of a leave of absence without pay is a matter of administration discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
 2. The granting of any leave of absence is subject to the approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
 3. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee shall be removed from his/her position.
 4. An employee may be requested by the Employer to return to work before the scheduled expiration of the leave of absence.
 5. A leave of absence shall not be granted for the purpose of working for another Employer.

ARTICLE 25

FAMILY AND MEDICAL LEAVE

Section 25.1. Eligible bargaining unit employees shall be provided Family and Medical Leave in accordance with the Employer's Family and Medical Leave Act policy currently in effect or as hereafter amended in accordance with applicable law.

ARTICLE 26
JURY DUTY

Section 26.1. A bargaining unit employee who is called to and reports for jury duty by the United States, the State of Ohio or a political subdivision on his regularly scheduled working hours shall be compensated by the Employer for full pay for such hours of jury service. Any compensation received for jury duty service shall be submitted to the Employer for deposit in the appropriate fund.

Section 26.2. An employee released from jury duty prior to the end of his scheduled work day, shall report to work for the remaining hours. The employee is required to submit the certificate to the Employer prepared by the Court stating the date and time the employee is released from such duty.

Section 26.3. In order to be eligible for payment, the employee must notify his supervisor within a reasonable time after receipt of notice of selection for jury duty, and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

ARTICLE 27
MILITARY LEAVE

Section 27.1. The Employer shall grant military leave in accordance with applicable law.

ARTICLE 28
INJURY LEAVE

Section 28.1. In the event a bargaining unit employee is injured while in the performance of his duties, the employee will receive full pay, as certified by a physician, but for no longer than three (3) months from the date of the injury. The employee, to be eligible for compensation, shall submit a Report of Injury form within twenty-four (24) hours of the injury or if unable to submit a Report of Injury, the supervisor shall submit the Report. The receipt of compensation under this Article shall not affect the accrual of seniority or benefits. The employee will be asked to file for Workers' Compensation medical benefits only, but not for loss of wages. If the employee is deemed ineligible for injury leave benefits, the period of absence may be deducted from his accrued sick leave subject to the provisions of the Sick Leave Article herein.

Section 28.2. The employee shall sign a release of information which will allow the Employer to examine the medical records of the employee and the employee may be required to submit to a physical examination by a physician of the Employer's choice for the purpose of establishing the validity of the employee's claim for injury leave. If the employee is found to have been in violation of any law or department rule or is determined to have been negligent resulting in the injury, he shall be denied injury leave.

Section 28.3. This article shall not be applicable to injuries incurred by employees prior to the effective date of this Agreement.

Section 28.4. During such period of compensable injury, the Employer may require the employee to perform such duties then available within the limitations of the employee's injury or resulting disability as determined by a health care provider.

ARTICLE 29
HOLIDAYS

Section 29.1. All full-time bargaining unit employees shall receive the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	4th Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

In addition, each bargaining unit employee will be permitted one-half (1/2) day [four (4) hours] holiday in the afternoon on either the day before Christmas Day or the day before New Year's Day if this one-half (1/2) day holiday is granted by the Commissioners to other employees of the County.

Part-time employees who are scheduled to work on a holiday designated above shall receive holiday pay pursuant to Section 29.3 in relation to the hours actually worked.

Section 29.2. A full-time employee who is not scheduled to work on an authorized holiday shall receive eight (8) hours pay for the holiday provided the employee is in active pay status on the last working day before and the first working day after the holiday. Only four (4) hour's pay shall be granted for the one-half (1/2) day holiday.

Section 29.3. An employee who actually works on an authorized holiday shall receive double time for the actual hours worked plus eight (8) hours pay for the holiday; however, no employee will receive in excess of forty-eight (48) hours straight time pay.

Section 29.4. If a holiday occurs while an employee is on vacation, such vacation day will not be charged against his/her vacation leave if the employee requests.

ARTICLE 30
VACATION

Section 30.1. Each full-time employee who has completed at least one (1) year of continuous service with the Employer shall be entitled to annual vacation each anniversary year thereafter as follows:

PARAMEDICS

<u>Length of Service</u>	<u>Vacation Hours</u>
Less than 1 year	None
1 year of service but less than 8 years of service	120 hours
8 years of service but less than 15 years of service	192 hours
15 years of service but less than 25 years of service	240 hours
25 years or more of service	288 hours

Section 30.2. Employees shall accrue vacation biweekly based on their total service upon which their entitlement was based. Employees shall neither accrue nor receive vacation during their first year of full-time service. Employees in unpaid status for thirty (30) days or more during any anniversary year shall have their vacation entitlement prorated.

Section 30.3. Vacations normally shall be taken within the twelve (12) months following the employee's anniversary date. If it becomes necessary to carry over accrued vacation, an employee will be allowed to carry over up to two (2) years accrued vacation. An employee desiring to carry over up to two (2) years accrued vacation must notify the Employer at least thirty (30) days prior to his anniversary date. Accrued vacation in excess of two (2) years shall not be carried over and will be used or forfeited.

Section 30.4. Employees shall request in writing, between December 1 and January 1, the dates for up to one hundred twenty (120) hours vacation for that year during which they prefer to use their vacation. Such request for up to one hundred twenty (120) hours vacation will be honored based upon the employee's seniority and the operational needs of the department. All other vacation requests shall be based on the earliest applicant and seniority shall not be given consideration.

Section 30.5. An employee separating employment shall receive payment for the unused portion of his vacation granted as of his previous anniversary date and the earned current year vacation prorated by pay period.

Section 30.6. Vacation will normally be taken in at least twelve (12) hour increments. Vacation requests submitted after January 1 or for less than twelve (12) hours must be approved by the Employer and may depend upon the ability to obtain a replacement for the time requested.

ARTICLE 31
GROUP INSURANCE

Section 31.1. The Employer shall, for the term of this Agreement, make available to each full-time employee in active pay status the same plan as provided to other County employees.

Section 31.2. The Employer agrees to contribute an amount of money equal to that provided to other County employees, toward the purchase of employee health insurance through the plan that is provided to other County employees. The employee, through payroll deduction, shall contribute the remaining premium cost. If during the duration of this agreement, the Board of Commissioners has a premium co-pay structure with another department under their authority, that is more beneficial to those employees than what is being offered to EMS bargaining unit employees, the Employer agrees to extend the same premium cost structure to EMS bargaining unit employees.

Section 31.3. The Employer shall provide for twenty-five thousand dollars (\$25,000.00) life insurance for each bargaining unit employee.

ARTICLE 32
UNIFORMS/CONTINUING EDUCATION

Section 32.1. The Employer shall provide uniforms for those bargaining unit employees required by the Employer to wear a specific uniform. The Employer will determine the proper uniform to be worn by bargaining unit employees and employees shall be required to be in proper uniform upon reporting for duty. Quantities will be specified by the Employer.

Uniform items shall be ordered on an as needed basis as determined by the Employer two (2) times per year (winter and summer issues). Sweatshirts shall be part of the uniform issue.

Section 32.2. The Employer shall continue the policy in regard to continuing education (C/E). Any change in such policy shall not be for discriminatory, arbitrary or capricious reasons. The Employer shall give bargaining unit employees time off from work with pay to attend ACLS, CPR, or ITLS as well as other work related training sessions mandated by the Employer or the Employer's medical director. Such time shall include any FLSA allowable travel time needed. The Employer will not pay for attendance hours or travel time for state required certification courses necessary to maintain the paramedic license.

ARTICLE 33
CALAMITY DAYS

Section 33.1. If the Employer officially declares that a weather emergency caused by excessive snow, ice or other weather related conditions exists, employees, who are scheduled to work, but are unable because conditions make it impossible for the employees to report for work and also impossible for the Employer to provide transportation for the employee, shall be paid for the time they are scheduled to work.

Section 33.2. Employees who are required and able to report for work as scheduled or are able to be transported to work by the Employer shall be compensated for the time they would have been originally scheduled to work at their normal rate of pay in addition to compensation, on an hour-for-hour basis, for such hours actually worked.

Section 33.3. Employees under any other condition than those stated above shall not be compensated for hours lost due to weather emergency.

Section 33.4. Employees not scheduled to work, i.e., approved sick leave, vacation leave or leave of absence without pay approved prior to the declared emergency are not entitled to calamity pay for the hours the Department is closed.

Section 33.5. Paid, non-working time for hours covered by a declared weather emergency shall not be counted as time worked for the purpose of computing overtime.

ARTICLE 34 **MILEAGE**

Section 34.1. An employee shall be reimbursed in accordance with County policy for the use of his privately owned automobile on preapproved County business.

ARTICLE 35 **WAGES**

Section 35.1. Effective the pay period that includes January 1, 2014, the starting base rate of pay shall be a minimum of \$11.16 per hour until the employee completes their six month probationary period at which time they shall receive sixty cents (\$0.60) per hour increase on their base rate.

Effective the pay period that includes January 1, 2014, non-probationary bargaining unit employees who have not completed a minimum of five (5) years of continuous service with the Employer (EMS) as of January 1, 2014, shall receive a sixty cents (\$0.60) increase to their current base hourly rate of pay.

Effective the pay period that includes January 1, 2014, bargaining unit employees who have completed a minimum of five (5) years of continuous service with the Employer (EMS) as of January 1, 2014, shall receive a sixty cents (\$0.60) increase to their current base hourly rate of pay.

Section 35.2. Effective the pay period that includes January 1, 2015, non-probationary bargaining unit employees who have not completed a minimum of five (5) years of continuous service with the Employer (EMS) as of January 1, 2015, shall receive a thirty cent (\$0.30) increase to their current base hourly rate of pay.

Effective the pay period that includes January 1, 2015, bargaining unit employees who have completed a minimum of five (5) years of continuous service with the Employer (EMS) as of January 1, shall receive a thirty cent (\$0.30) increase to their current base hourly rate of pay.

Section 35.3. Effective the pay period that includes January 1, 2016, non-probationary bargaining unit employees who have not completed a minimum of five (5) years of continuous service with the Employer (EMS) as of January 1, 2016, shall receive a thirty cent (\$0.30) increase to their current base hourly rate of pay.

Effective the pay period that includes January 1, 2016, bargaining unit employees who have completed a minimum of five (5) years of continuous service with the Employer (EMS) as of January 1, 2016, shall receive a thirty cent (\$0.30) increase to their current base hourly rate of pay.

Section 35.4. Effective January 1, 2014, the Employer shall no longer report eight and one-half percent (8.5%) of the bargaining unit employee's contributions to PERS as "picked up" by the Employer. Effective January 1, 2014, bargaining unit employees employed on the January 1, 2014, will receive a one (1) time adjustment to their base wage of eight and one-half percent (8.5%) to offset former "pick up".

Section 35.5. An eligible bargaining unit employee shall receive longevity compensation based upon his or her total years of continuous service which has been completed as of his or her anniversary date of hire with Sandusky County. Payment of longevity compensation shall be made by translating the amounts due under this Section into an hourly rate in a manner consistent with the Fair Labor Standards Act (29 U.S.C. 201) and this Agreement.

Each employee who has completed a minimum of five (5) years of continuous service with the Employer shall receive an annual longevity payment in accordance with the following schedule:

\$70.00 for each year of continuous employment from the completion of the fifth (5th) year through the ninth (9th) year.

\$80.00 for each year of continuous employment from the completion of the tenth (10th) year through the fourteenth (14th) year.

\$90.00 for each year of continuous employment from the completion of the fifteenth (15th) year through the nineteenth (19th) year.

\$105.00 for each year of continuous employment from the completion of the twentieth (20th) year and thereafter.

The maximum longevity compensation to be paid under this Article and Section is three thousand dollars (\$3,000.00). To be eligible for such longevity payment, an employee must be employed with the Employer on December 1st each year, except as specified in Section 35.4 below.

Section 35.6. Bargaining unit employees who retire from the Department under the Public Employees Retirement System will at the time of separation from the Department receive a prorated longevity compensation payment for the current year.

ARTICLE 36
WAIVER IN CASE OF EMERGENCY

Section 36.1. In cases of a publicly declared emergency by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Sandusky County Commissioners the following conditions of this Agreement may be suspended:

- A. Time limits for the Employer's or the Union's replies on grievances or initiation of a grievance.
- B. Provisions of this Agreement relating to the assignment of employees.

Section 36.2. Upon termination of the emergency, should valid grievances exist, they 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.

Section 36.3. In the event an employee is called upon to perform work during such emergency, the employee's wages or entitlement to overtime compensation shall not be adversely affected thereby.

ARTICLE 37
PHYSICAL FITNESS STANDARDS

Section 37.1. An annual health assessment program will be established to measure each employee's blood pressure, heart rate, total cholesterol, fasting plasma glucose, body composition index, etc. at the Employer's expense.

Additionally, each employee will be assessed and approved for an exercise program by their personal physician; co-pays shall be reimbursed by the Employer (not to exceed the County's co-pay limit).

Appropriate exercise equipment and training shall be provided by the Employer. Employees must participate in exercise sessions of at least fifteen (15) minutes per shift in 2008, and increase to thirty (30) minutes as of January 1, 2009.

Bargaining unit employees hired after May 1, 2008 will be expected to comply with healthy standards and procedures, with administrative controls to be based upon progress or lack of progress. Only two (2) bargaining unit employees will be appointed by the Union to participate in discussions regarding physical fitness requirements for employees hired after May 1, 2008.

ARTICLE 38
MISCELLANEOUS

Section 38.1. When an employee who is a volunteer firefighter or volunteer provider of emergency medical services is late to work or absent from work because of an emergency to which the employee was dispatched as a volunteer, the employee is expected to notify the Employer at least one (1) hour prior to the start of his regularly scheduled shift that he will be late or will be absent from work.

Such late or absent employee will also be required to provide the Employer with a statement from the chief of the volunteer fire department or director of the medical services organization, stating the employee responded to an emergency and the time of that response. Each such employee under this section shall recognize that their primary responsibility is to the Employer and any such time lost from assigned duties will be kept to the absolute necessary minimum for such volunteer services. The employee may use accrued vacation leave for this purpose.

ARTICLE 39 **SEVERABILITY**

Section 39.1. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to law, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 39.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter. If the parties are unable to agree on suitable alternative language, they shall submit their dispute to mediation.

ARTICLE 40 **DURATION OF AGREEMENT**

Section 40.1. This Agreement represents the total and complete Agreement on all matters subject to bargaining between the Employer and the Union and shall be effective on January 1, 2014, and shall remain in full force and effect until December 31, 2016, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 40.2. If either party desires to modify, amend or terminate this Agreement, it shall notify the other in writing of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by regular U.S. mail.

Section 40.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements and practices, either verbal or written, are hereby canceled.

SIGNATURE PAGE

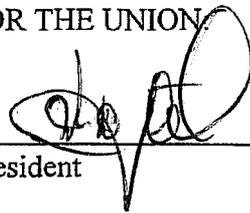
IN WITNESS WHEREOF, the parties have agreed to and have executed this Agreement at Fremont, Ohio this January day of 1, 2014.

FOR THE EMPLOYER:

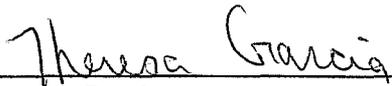
FOR THE UNION:



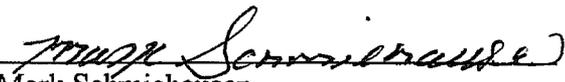
Jeffery J. Jackson,
Director of EMS



President



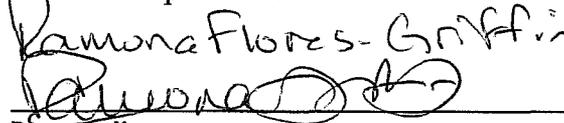
Theresa Garcia,
Personnel — Loss Control Director



Mark Schmiehausen,
Business Representative



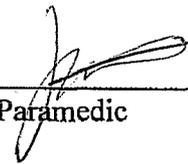
Terry T. Thatcher,
Sandusky County Commissioner



Paramedic



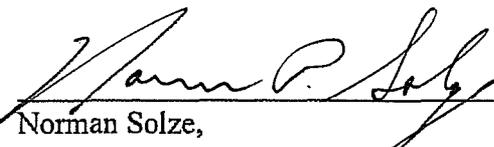
Dan Polter,
Sandusky County Commissioner



Justin Wallace
Paramedic



Matt Damschroder
Sandusky County Commissioner



Norman Solze,
Assistant Sandusky County Prosecutor



Fred Lord
Management Consultant