



AN AGREEMENT

BETWEEN

NORTHWEST AMBULANCE

AND

THE OHIO PATROLMEN'S

BENEVOLENT ASSOCIATION

03-04-15
14-MED-09-1103
3072-01
K31997

EFFECTIVE: JANUARY 1, 2015

EXPIRES: DECEMBER 31, 2017

**ARTICLE 1
PREAMBLE**

This Agreement is hereby entered into between the Northwest Ambulance District, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

**ARTICLE 2
PURPOSE**

Section 1: The Employer and the OPBA hereby enter into this Agreement reached through the process of collective bargaining for the following purposes: 1) To recognize the legitimate interests of the employees of the Employer; 2) To determine the wages, hours, and terms and working conditions of those employees; 3) To promote harmonious, cooperative relations; 4) To promote efficient, effective service to the citizens of the Northwest Ambulance District; 5) To avoid interruption or interference with the efficient operation of the Employer's business; and 6) To provide a procedure for the fair and equitable adjustment of grievances that may arise as a result of the misinterpretation, misapplication or of the express provisions of this Agreement.

**ARTICLE 3
RECOGNITION**

Section 1: The Employer agrees to recognize the OPBA as the sole exclusive bargaining representative for all bargaining unit members for purposes of negotiating wages, hours, terms, and conditions of employment, and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

Section 2: For purposes of this Agreement, the bargaining unit is defined as all those full time employees employed by the Employer in the ranks of Emergency Technicians - Paramedics (EMT-P) with the exception of any full time EMT-P who also holds a supervisory position and exercises supervisory responsibilities as outlined in O.R.C. Section 4117.08.

Section 3: The Employer shall furnish the OPBA with a list of all employees in the classifications/ranks included in the bargaining unit which indicates the employee's starting date of employment. Such list shall be furnished annually and be supplemented with the names of each new employee as he or she is hired.

ARTICLE 4 DUES DEDUCTION

Section 1: During the life of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms requesting said deductions.

No new authorization forms will be required from any employee in the bargaining unit for whom the Employer is currently deducting dues.

Section 2: The initiation fees, due or assessments deducted shall be in the amount certified to the Employer by the OPBA in accordance with its Constitution and By-laws.

Any changes in initiation fees, dues or assessments certified to the Employer by the OPBA shall be affected in the first payroll following fourteen (14) days after notification of such change in accordance with Section 3 of this Article.

Section 3: The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4: A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Treasurer of the OPBA within thirty (30) calendar days from the date of making said deductions.

Section 5: The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 5

MAINTENANCE OF MEMBERSHIP

Section 1: Effective upon the signing of this Agreement, any employee of the bargaining unit who is a member of the OPBA shall remain a member of the OPBA and continue dues deduction to the organization for the duration of this Agreement except that any such employee may withdraw his membership in the OPBA during the last thirty (30) days prior to the expiration of this agreement.

Section 2: Any employee hired after the signing of this Agreement will become a member of the OPBA or will become a fair share member of the OPBA. Fair share fees will be deducted from such employees in the same manner as union dues.

Section 3: Any employee who opts to withdraw their membership from the OPBA pursuant to Section 1 and Section 2 of this Article shall do so by submitting in writing a dated, signed request to the Paymaster and shall submit a copy of the same to the Ohio Patrolmen's Benevolent Association by registered mail. Any employee failing to comply with the provisions for withdrawal set forth herein, shall be bound to membership pursuant to any future agreements negotiated between the parties.

ARTICLE 6

UNION REPRESENTATION

Section 1: The OPBA shall have the right to select Directors from the bargaining unit and they shall be authorized and recognized by the Employer to represent the OPBA in matters covered by this Agreement. The names of the Directors shall be certified in writing and forwarded to the Employer.

Section 2: The parties recognize that it may be necessary for a Director of the OPBA to leave a normal work assignment while acting in the capacity of Director. The OPBA recognizes the operational needs of the Employer and will cooperate and keep to a minimum the time lost from work by Directors. The Employer shall allow the appointed Director(s) to trade or substitute shifts with another employee in order to fulfill his duties and obligations as a Director of OPBA provided such action does not interfere with the normal operations of the Northwest ambulance District. The Director shall be permitted to spend time in good faith processing

grievances and performing other duties as OPBA Director during the Director's regularly scheduled working hours provided such activities do not interfere with the normal operation of the Northwest Ambulance District.

**ARTICLE 7
CONTRACT ADMINISTRATION**

Section 1: For the purpose of effective contract administration, a designated member of the bargaining unit may, with prior authorization not unreasonably withhold, be permitted to use a reasonable amount of time not to exceed eight (8) hours per month on duty, as necessary, to address matters pertaining to this Agreement as it affects other employees of the unit, provided such activity does not interfere with the normal operating procedures of N.A.D. such authorization shall be obtained from the Administrator or the designated representative of the Board.

**ARTICLE 8
MANAGEMENT RIGHTS**

Section 1: Not by way of limitation of the following paragraph, but to only indicate the type of matters of rights which belong to and are inherent to the Employer, the Employer retained the right to promulgate reasonable work rules and to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, and organization structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of the ambulance district;
- D. Determine the overall methods, process, means or personnel by which ambulance district operations are to be conducted;

- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Effectively manage the work force:
- H. Take actions to carry out the mission of the Employer as a governmental unit; and
- I. Select and locate building and other ambulance district facilities.

ARTICLE 9 EMPLOYEE RIGHTS

Section 1: An employee shall be informed that he has the right to the presence and advice of an OPBA representative at all disciplinary interrogations.

Section 2: An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3: Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 4: Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time. Time shall also be provided for rest periods and attendance to physical necessities. In addition the employees may record such interrogation if he has a recording device available so as not to delay the investigation. Employer may have a transcript of such recording at the Employer's expense.

Section 5: An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 6: An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file. A request for copies of items included in the file shall be honored. All items in any employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 7: With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered.

If, during the course of any investigation, this is determined, the formal written notice will be prepared and delivered to the employee.

Section 8: In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation.

If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 9: All complaints by civilians which may involve suspension or discharge of any employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

Section 10: Each employee shall have a right to join or refrain from joining the OPBA, the right to participation or non-participation in OPBA activities, the unequivocal right to exercise all rights and prerogatives guaranteed pursuant to the provisions of this Agreement and all applicable laws, rules and regulations without interference, coercion, restraint, discrimination or reprisal of any kind from the OPBA and/or the Employer.

ARTICLE 10

BULLETIN BOARDS

Section 1: The Employer agrees to provide space for bulletin boards in the meeting room, to be used by the OPBA and its members at the OPBA's cost. No materials of any kind may be posted else-where in the Employer's facilities or on the Employer's equipment, except on the bulletin boards so designated.

Section 2: Should a posting be made on the Union's bulletin boards which the Employer considers to be inappropriate, the Employer shall be entitled to remove such posting, provided the Employer provides the Union with a written explanation of the reason for such a removal.

Section 3: In the event the Union objects to the Employer's removal of a posting, the Union shall be entitled to petition the Federal Mediation and Conciliation Service (FMCS) for an expedited arbitration hearing on the disputed posting. Such an arbitration shall be in accordance with the provisions of Article 21.

ARTICLE 11

NO STRIKE/NO LOCK OUT

Section 1: The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2: Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the OPBA meets all of its obligations under this Article.

Section 3: The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

ARTICLE 12 NON-DISCRIMINATION

Section 1: The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, handicap or political affiliation.

Section 2: The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate against any employee with regard to membership, non-membership or participation or non-participation in OPBA activities.

ARTICLE 13 GENDER AND PLURAL

Section 1: The use of words contained herein in the singular shall be construed to include the plural, and words in plural, the singular. The masculine, feminine or neuter genders where used herein shall be construed to include all of said genders. The use of either the masculine or feminine genders is for convenience purposes only and is not to be interpreted to be discriminatory in nature.

ARTICLE 14
APPLICATION AND INTERPRETATION OF WORKRULES, POLICIES
AND DIRECTIVES

Section 1: The OPBA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and the conduct of the Employer's services and programs.

Section 2: The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to an official of the OPBA prior to implementation. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of such conflict.

Section 3: It is the Employer's intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances. Any employee against whom such rules, policies and directives are enforced may challenge through the other provision of this Agreement in respect to their uniformity of application or interpretation as to that employee.

Section 4: As soon as reasonably possible after the execution of this Agreement, the Employer shall furnish to the OPBA a copy or copies of the existing written work rules.

Section 5: All new employees, for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures and directives.

Section 6: The OPBA recognizes that it is the exclusive statutory duty of the Employer to establish general rules for the operation of the Department. However, the OPBA may request that the Employer meet to discuss the affects of any work rules upon the wages, hours, terms and other conditions of employment of those employees included in the bargaining unit and such request shall be honored.

ARTICLE 15
LABOR/MANAGEMENT COMMITTEE

Section 1: In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable calendar day and time, the Board President and/or an appropriate designee(s) shall meet with not more than one employee representative and one non-employee representative of the Union to discuss pending problems or issues of concern and to promote a more harmonious labor/management relationship.

Section 2: To facilitate better communication and understanding between the Ohio Patrolman's Benevolent Association and the District, and for discussion of rules, regulations and other terms and conditions of employment, a labor management committee is hereby established.

a) The committee will consist of no more than two (2) representatives of the OPBA consisting of one member representing the emergency medical technicians/paramedics and two (2) representatives of the District.

b) The committee will meet on a quarterly basis unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern.

c) Meetings will be held at times and places mutually agreeable to the parties.

d) At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion times.

e) The labor representative will notify the Administrator as to the Union representative.

f) The final disposition shall be made in writing and forwarded to the Board and Union membership for final approval.

ARTICLE 16
DISCIPLINARY PROCEDURE

Section 1: No employee shall be reduced in pay or position, suspended, discharged or removed except for just cause.

Section 2: Except in instances wherein an employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

Section 3:

A. Whenever, the Employer or his designee determines that an employee may be suspended, reduced, or terminated, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

B. Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to:

- 1) Appear at the conference to present an oral or written statement in his/her defense;
- 2) Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
- 3) Elect in writing to waive the opportunity to have a pre-disciplinary conference.

Failure to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary conference.

C. The pre-disciplinary conference will be held by a hearing officer who will be selected by the Employer or his designee. The hearing officer shall not be a Board member or an elected official but shall hold a supervisory position in one of the jurisdictions served by N.A.D.

D. At the pre-disciplinary conference, the Employer or his designee will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee.

E. The employee or his representative may present any testimony, witnesses or documents which explain whether or not the alleged conduct occurred. The employee and the Employer shall provide a list of witnesses to each other not later than one (1) hour prior to the pre-disciplinary conference.

F. The employee or his representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the hearing officer concluding as to whether or not the alleged conduct/incident occurred. The Employer will decide what discipline, if any, is appropriate. A copy of this report will be provided to the employee by the Employer within three (3) days following its submission to the Employer.

Section 4: Records of the disciplinary action involving verbal and/or written reprimands shall cease to have force and effect twelve (12) months after their effective date providing there is no intervening disciplinary action taken for similar offenses during that time period). All other records of disciplinary action shall cease to have force and effect twenty-four (24) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

Section 5: The employer agrees that all disciplinary procedures shall be carried out in a private and in a businesslike manner.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1: Every employee shall have the right to present his grievance in accordance with the procedures herein provided, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties of this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2: For the purpose of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute of controversy arising from the misapplication or misinterpretation of specific and express written provisions of this Agreement.
- b) Aggrieved Party -The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays celebrated by the Employer.

Section 3: The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include the name and positions of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of that party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) Nothing contained herein shall be construed a limiting the right of any employee having a grievance to discuss the matter formally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the term of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party

and shall, in all respect, be final, said adjustment shall not created a precedent or ruling binding upon the employer in future proceedings.

- d) The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.
- e) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure shall automatically have waived and forfeited any remedies by this procedure.
- f) The time limits provided herein will be strictly adhered to, any grievance not filed initially or appealed within the specified time limits will be deemed settled in favor of the grievant.
- g) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this agreement. The time limits specified for either party may be extended only by mutual consent.

Step 1. An employee who believes that he has a claim arising under the term of this Agreement shall, not later than seven (7) calendar days of the event giving rise to the grievance of seven (7) calendar days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, notify the Administrator of the possible grievance, orally. The Administrator will schedule an informal meeting with the employee and his union representative, if his presence is requested by the employee, within seven (7) calendar days of the date of the notice by the employee. The Administrator and the employee will, along with the union representative, if requested by the employee, discuss the issues in dispute with the objective of resolving the matter informally.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievance shall proceed to Step 2 by the grievant notifying the Board of said Appeal within ten (10) calendar days from the date of the Step 1 meeting. A meeting on said grievance shall be held within thirty (30) calendar days from the date the grievance is submitted to the Board. The Board shall respond in writing to

the grievant and the OPBA representative within ten (10) calendar days from the date of the Step 2 meeting which answer shall be final and binding on the employee, OPBA and the Board unless timely appealed to arbitration by OPBA pursuant to Step 3.

Step 3: If the grievant is not satisfied with the decision rendered by the Board, then the grievant with the OPBA shall proceed to arbitration pursuant to Article 26 of this Agreement.

ARTICLE 18 ARBITRATION PROCEDURE

Section 1: Any grievance, as defined in Article 17 of this Agreement, that has been properly and timely processed through the grievance procedure set forth in Article 17 this Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the OPBA serving the Board with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) calendar days after receipt of the written answer of the Board at Step 3 of the grievance procedure set forth in Article 17 of this Agreement shall constitute a waiver of the OPBA's right to appeal to arbitration and the written answer of the Board at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the Board, and the OPBA.

Section 2: Not later than ten (10) calendar days after the OPBA serves the Board with written notice of intent to appeal a grievance to arbitration, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation & Conciliation Service to submit a panel of arbitrators and will choose one by the alternate strike method.

Section 3: The hearing or hearings shall be conducted pursuant to the rules of the FMCS.

Section 4: The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the OPBA and Board. He

shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement, or to establish or alter any wage rate or wage structure. The arbitrator shall not hear more than one (1) grievance without the mutual consent of the Board and the OPBA. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the OPBA and the Board.

Section 5: The arbitrator's decision and award will be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 6: The arbitrator's fee, and any fees related to the arbitration (i.e., hearing room, etc.) shall be divided by the parties. All other costs shall be born by the party incurring them.

ARTICLE 19 PROBATION PERIODS

Section 1: Every newly appointed employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first calendar day for which the employee received compensation from the Employer, and shall continue for a period of one hundred twenty (120) calendar days. A newly hired probationary employee may be terminated any time during the first ninety (90) calendar days of his probationary period and shall have no appeal over such removal.

ARTICLE 20 SENIORITY

Section 1: "Seniority" is the total uninterrupted continuous service of a member as an Emergency Medical Technician/Paramedics in the Northwest District, calculated from the date of hire as a full time EMT/P.

Section 2: Seniority shall be used to decide conflicts between employees which may occur in scheduling vacation periods.

Section 3: Continuous service and seniority shall be broken when an employee:

- a. Quits, resigns or retires;
- b. Is discharged for just cause;
- c. Is laid off for a period equal to the amount of seniority held at the time the lay-off commences, or twenty-four (24) consecutive months, whichever is less;
- d. Fails to report to work within seven (7) calendar days when recalled from lay-off by certified mail addressed to the employee's last known address as shown on the District's records, unless the employee is unable to work due to medically proven disability;
- e. Is absent without reporting off for three (3) consecutive scheduled work days unless the employee has a reasonable excuse for failure to report the absence.

Section 4: An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. In such a case, the employee shall not accrue additional seniority during the leave of absence but shall return to employment with the same seniority as when the leave began.

ARTICLE 21

FUNERAL POLICY

Section 1: Absence due to a death in the immediate family will be excused up to two shifts, but time up to one week may be taken depending on circumstances such as distance and the individual's responsibility. Pay for immediate family will be up to two (2) shifts.

Section 2: For purpose of funerals "immediate family" is defined as mother, father, brother, sister, children, or stepchildren, spouse, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a family.

Section 3: Absence of up to one (1) shift to attend the funeral of a relative outside the immediate family is allowed and time off for other funerals will be considered on an individual basis, with the general rule that vacation days will be used for these absences.

ARTICLE 22

HEALTH AND SAFETY

Section 1: The District agrees to furnish and maintain in safe working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to the immediate supervisors, the employees shall note with the log book indicating the specific unsafe condition or practice in written form and date the log book. It shall be the supervisors responsibility to evaluate the unsafe condition and if necessary contract the Administrator. It shall further be the responsibility of the employee to care for all tools and equipment furnished by the District.

ARTICLE 23

PERSONNEL FILES

Section 1: Except as otherwise provided in this Article, and except for the Employer, personnel files shall not be available for review by anyone without the prior written authorization for such review by the employee whose file or information is requested. Further, no information in an employee's personnel file will be shared with the news media, except for the name, place of employment, date of employment and job classification, without the prior, written authorization of the employee involved.

ARTICLE 24
MINIMUM STAFFING REQUIREMENTS

Section 1: Full time staff must consist of a minimum of two (2) full time duty paramedics per squad. In the event that a full time employee is off due to vacation, holiday or sick leave, or other leave, the shift will be covered with another duty paramedic or auxiliary member who shall be at least an EMT-A at the option of the Employer.

ARTICLE 25
SEVERABILITY

Section 1: If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provisions herein is so rendered invalid, upon written request by either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

ARTICLE 26
RETENTION OF BENEFITS

Section 1: All of the Employer's ordinances, resolutions and practices, etc., shall remain in full force and effect during the life of this Agreement, except to the extent that such ordinances, resolutions and practices, etc., conflict with the terms of this Agreement, in which case the terms of the Agreement shall be deemed as superseded by such ordinances, resolutions and practices.

ARTICLE 27
LAYOFF AND RECALL

Section 1: When the employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees at least seven (7) calendar days in advance of the effective date of layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 2: When the Employer determines layoffs will occur, layoffs of bargaining unit employees will be in order of seniority, beginning with the least senior and progressing to the most senior, up to the number of employees that are to be laid off. Before laying off any bargaining unit members, the Employer will first lay off all part-time employees.

Section 3: Employees laid off shall retain their seniority for a period of eighteen (18) months from the date of layoff.

Section 4: When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employees up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of layoff.

Section 5: No new employees shall be hired or promoted into positions from which members of the bargaining unit are on layoff until such time that all such eligible employees are recalled.

Section 6: Notice of recall from a 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 registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 7: In the case of a recall from 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 of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. All mailings shall be by registered return receipt requested mail.

ARTICLE 28
SICK LEAVE

Section 1: An employee may request sick leave, provided they follow the "Notification of Absence" policy outlined in this Agreement.

A. Sick leave may be requested for the following reasons:

1. Illness or injury of the employee or a member of his or her immediate family; for purpose of this policy, the "immediate family" is defined as mother, father, children or stepchildren, spouse or other relative who resides in the employee's household;
2. Exposure of employee or member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
3. Medical, dental or optical examinations or treatments of employee or member of his or her immediate family. The employee will make every reasonable effort to schedule such examinations or treatments on his or her off days;
4. Pregnancy, childbirth and/or related medical conditions of the employee or employee's spouse.

B. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave after two (2) consecutive scheduled shifts.

C. The Northwest Ambulance District maintains the right to investigate any employee's absence.

D. For each 2 week pay period, an employee earns six and two tenths (6.2) hours of sick leave. Active pay status may be defined as hours worked, hours on vacation, hours on holiday and hours on sick leave.

E. Any employee who at the inception of this Agreement has accumulated sick leave time in excess of 3000 hours shall be limited to such accrual. If, as,

and when such accrual should fall below 3000 hours, then, and only then, such employee shall not be permitted to accrue more than 3000 hours of sick leave time.

All other employees shall be limited to an accrual of 3000 hours of sick leave time.

- F. Sick leave shall be charged in minimum amounts of one (1) hour.
- G. Employees absent on sick leave shall be paid the employee's straight shift time rate calculated by dividing their annual salary by 2880 hours. The paramedic/administrative clerk's absent on sick leave shall be paid the employee's straight shift time rate calculated by dividing their annual salary by 2080 hours.
- H. An employee requesting sick leave shall inform his/her supervisor of the fact and the reason eight (8) hours prior to starting time. Failure to do so may result in denial of sick leave for the period of absence. The employee will submit to such medical examination, nursing visit or other inquiry which Northwest Ambulance District deems necessary. The cost of such an examination shall be borne by the Employer requesting sick leave examinations for said employee. In the event such examination results in a finding that the employee fraudulently used sick leave, such finding shall be grounds for the employer to deny payment of sick leave to the employee or recover payments for sick leave made to the employee during such period of time.
- I. Vacation leave may be used for sick leave purposes at the employee's request and the approval of Northwest Ambulance District, after sick leave is exhausted. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the appointing authority be granted a personal leave of absence, without pay, accumulation of seniority or payments of employee benefits, for a period not to exceed six (6) months. Illness exceeding six (6) months will be considered Disability Leave.
- J. The paymaster shall be responsible for maintaining records of sick leave earned, sick leave used, the balance of sick leave for each of their employees. An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records shall be subject to disciplinary action up to and

including dismissal.

- K. Altering a physician's certificate or falsification of a written, signed statement shall be grounds for immediate dismissal.
- L. The health of employees working for Northwest Ambulance District is essential to all parties. Northwest Ambulance District may require an employee to submit to a complete physical examination when an employee exhibits reoccurring health problems. The cost of such an examination shall be borne by the Northwest Ambulance District.
- M. A full-time employee with at least ten (10) years of service with Northwest Ambulance District who retires may elect at the time of retirement to be paid in cash for any unused sick leave which the employee may have accrued. This election is also available to any full-time employee who becomes disabled. The maximum hours paid under this provision shall be 1000.
- N. In the event of the death of a full-time employee, any unused sick leave up to a maximum of 1000 hours shall be paid to the spouse or to the estate in the event that there is no spouse.
- O. Any member of the bargaining unit may donate sick leave to any other member of the bargaining unit for injury and illness only.
- P. Sick Leave Incentive - After an employee accrues 1,000 hours of sick leave, then said employee may sell back their unused sick time earned in that calendar year, two days for one day of pay. Donated sick time may not be cashed in for pay.

ARTICLE 29

LEAVE OF ABSENCE

Section 1: An employee may apply in writing to the Board for a leave of absence without pay not to exceed six (6) months.

Such leave shall be for good cause and subject to approval by the Board. There shall be no leave granted to permit employees to work elsewhere. Any employee who accepts other employment while on a leave of absence as stated above, shall be deemed to have resigned as of the date that the leave began.

Section 2: An employee on an approved unpaid leave may make arrangements to pre-pay the cost and expense to maintain their insurance through N.A.D. as allowed by the appropriate carrier.

Section 3: - Abuse of Leave If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may terminate the employee by giving written notice to the employee.

An employee who fails to return to duty within two (2) scheduled work shifts at the completion or a valid cancellation of a leave of absence without pay, may be removed from the employment. In this case, the employee is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

Section 4: - Return to Service Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position with the employee's former classification. The employee may be returned to active pay status prior to the originally schedule expiration of the leave if such earlier return is agreed to by both the employee and employer.

Section 5: - Service Credit Any member on such unpaid leave of absence shall not earn sick leave pay during such leave period, nor shall they be entitled to any holiday pay for any holidays falling within such leave. Such leave shall not be used in computing time of vacation, seniority or sick leave.

**ARTICLE 30
MILITARY LEAVE**

Section 1: Employees who are members of the Ohio National Guard or any military reserve until shall be granted time off with pay when ordered to temporary active duty or when ordered to military training exercises not to exceed thirty-one (31) calendar days per year. Military leave pay shall be the difference between the employee's regular pay and which would have been earned during the leave based on their regular schedule and the money received from the military as pay for the period of the leave. The military leave shall not apply to any initial basic training period which is normally six (5) months.

Section 2: An employee shall be granted a leave of absence without pay to service in the Armed Forces of the United States or any branch thereof. Such leave shall last only for the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority and if the employee requests reinstatement within thirty-one (31) calendar days of his discharge from military service, the District shall reinstate the employee at the same rank as when he left, with full credit for prior seniority. The District may require that the employee establish that his physical and mental health have not been impaired as to render him or her incompetent to perform the duties of his position.

**ARTICLE 31
PAID HOLIDAYS**

Section 1: All full-time employees shall be entitled to ten (10) paid holidays each calendar year. The Administrator will be responsible for determining the work schedule for paid holidays. No holiday pay will be paid in lieu of taking time off. The approved holidays are:

- | | |
|------------------------|------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

Employees who work on any of the approved holidays listed above shall be paid time and one-half (1-1/2) of their regular straight shift hourly wage determined

by dividing their annual salary by 2880. In addition to this, all employees who work an approved holiday shall be entitled to receive a compensatory day off to be scheduled with the approval of the Administrator. Each employee shall be entitled to two (2) personal days each year.

Since the clerk works eight hours each Monday through Friday on days, they should be given the holiday off with pay. If a holiday is celebrated on a Saturday, the clerk should be given the previous Friday off with pay. If the holiday is celebrated on a Sunday, the clerk should get Monday off with pay. If the clerk has to work on a holiday they shall receive one and one half times the regular rate of pay plus compensatory time equal to the number of hours said clerk works on the holiday.

Unused holidays that are carried over into the next calendar year must be used within the first two (2) months of the new calendar year. All carry-over holidays into the next calendar year are not subject to the conversion provisions of this Article.

**ARTICLE 32
VACATIONS**

Section 1: Employees of the bargaining unit shall be entitled to vacation in accordance with the following scheduled:

DUTY CREW

| <u>Seniority (Years)</u> | <u>Vacation Shifts (24 Hours)</u> |
|------------------------------------|-----------------------------------|
| After 1 through 5 complete years | 5 |
| After 5 through 10 complete years | 7 |
| After 10 through 15 complete years | 9 |
| After 15 through 20 complete years | 11 |
| After 20 through 25 complete years | 13 |
| After 25 years | 15 |

CLERK

| Seniority (Years) | Vacation Shifts (8 Hours) |
|------------------------------------|---------------------------|
| After 1 through 5 complete years | 10 |
| After 5 through 10 complete years | 14 |
| After 10 through 15 complete years | 16 |
| After 15 through 20 complete years | 18 |
| After 20 through 25 complete years | 20 |
| After 25 complete years | 22 |

Section 2: Upon an employee's termination of service to the District, such employee is entitled to receive vacation pay which he has earned, but not yet taken. Should such employee be deceased, payment for such unused vacation time shall be made to the employee's surviving spouse, next of kin, personal representative, or the employee's estate.

Section 3: Bargaining unit employees may carry over vacation shift from year to year.

Section 4: A bargaining unit member may, at the employees' option, take accumulated vacation leave in one (1) hour increments. Any employee deciding to take such individual vacation leave shall give the Employer seventy-two (72) hours advance notice of his request for such vacation leave. The Employer shall grant or deny any such requests within twenty-four (24) hours of his request.

Section 5: The vacation year shall be from January 1 to December 31 of each year.

Section 6: Vacation weeks may be scheduled to fall between an employee's regularly scheduled calendar days off, and may encompass more than one (1) shift.

**ARTICLE 33
COMPENSATION AND OVERTIME**

Section 1: Effective January 1, **2015** all full time employees covered by the collective bargaining agreement and who hold the below listed positions and duty titles shall be compensated for said duties at the following annual rate of pay:

EMT/P SENIORITY AND CLERK

| | <u>2015</u> | <u>2016</u> | <u>2017</u> |
|-------------------------|-------------|-------------|-------------|
| Start | \$16.37 | \$16.87 | \$17.37 |
| Assistant Administrator | \$18.42 | \$18.92 | \$19.42 |

Section 2: For clarification in this agreement it is acknowledged and agreed between the parties that the position of Clerk of the Board of Trustees for the Northwest Ambulance District has been abolished effective January, 1994 and the duties which were performed by the Clerk have been transferred to the Administrator, who is not a member of the bargaining unit and the Assistant Administrator, who is a member of the bargaining unit.

It is further agreed that so long as a member of the bargaining unit is performing these extra clerical duties, he or she shall receive additional compensation in the amount of Two Thousand Dollars (\$2,000.00) per year effective January 1, 1994. The money shall be added into the employee's base rate of pay.

Section 3: Employees shall be compensated bi-weekly with one (1) calendar year consisting of twenty-six (26) bi-weekly pay periods. The Employer will pick-up and pay-8% starting on January 1, 2015 and 10% starting on January 1, 2016.

Section 4: Compensation for overtime for full-time employees covered by this collective bargaining agreement shall be paid according to the United States Fair Labor Standards Act. The administrative clerk shall be paid at the rate of one and one half times the base rate of pay for all hours worked in excess of forty (40) in one week.

Section 5: For all necessary purposes, an employee's straight shift hourly rate shall be determined by dividing the employees annual rate of pay by 2880 hours. For all necessary purposes, an administrative clerk's straight shift hourly rate shall be determined by dividing the employees annual rate of pay by 2080 hours.

Section 6: Employees may receive compensatory time off in lieu of overtime compensation upon approval of the Employer. Such compensation time may be taken, upon the approval of the Employer, within a reasonable period after requesting same if the use of the compensatory time off does not unduly disrupt the operation of the Northwest Ambulance District.

ARTICLE 34 CLOTHING AND EQUIPMENT ALLOWANCE

Section 1: The employer will furnish the following clothing and equipment to each new employee (which clothing and equipment shall remain the property of the Employer at all times):

- Two (2) pairs of uniform pants
- Two (2) winter long sleeve shirts
- Two (2) summer short sleeve shirts
- One (1) quarter zip shirt
- One (1) lined jacket
- One (1) pair of shoes
- One (1) pair of coveralls
- One (1) winter jacket

Where applicable, the clothing will be made of Flame-Max material.

Section 2: After the original issue of clothing and equipment to each new employee, the clothing shall be replaced according to the following schedule:

- Annually: Two (2) pairs of uniform pants
Four (4) Shirts (any combination)

A \$300.00 voucher (or the use of a credit card at management's option) to be

applied for purchase(s) of steel-toed and/or composite safety shoes of employee's choice (employee responsible for cost of shoes exceeding \$300.00).

As wears out: Lined Jacket
Winter jacket
Quarter zip shirt
Coveralls

Section 3: Clothing damaged or destroyed in the line of duty will be replaced by the Employer at no cost to the employee (note: with a \$100.00 maximum limit on shoes)

ARTICLE 35 TRAINING

Section 1: Any training required by the Employer, the State of Ohio, for a bargaining unit employee to maintain his or her status as an Emergency Medical Technician/Paramedic (EMT/P) shall be paid for by the Employer. The Employer will pay for at least twenty (20) hours of training when the certificates are turned in.

Section 2: Attendance at training sessions required pursuant to the above Section 1 shall normally be scheduled in a manner that allows an employee to attend on his or her regularly scheduled work shift, if such scheduling does not interfere with the normal operations of the Employer. If the training sessions cannot be attended on a regular shift, they shall be paid for the training time without the use of the employee's accrued time.

Section 3: Attendance by a bargaining unit employee at required training sessions held at locations other than the Employer's work site shall be approved by the Employer in advance of the training sessions by written application made by the employee.

Section 4: Employees who are required to use their private automobiles for any District business, including schools, seminars and conferences shall be compensated for such automobiles use at the rate of a minimum amount of twenty-five cents (\$.25) per mile or at the yearly rate established by resolution of

the NAD Board whichever is the greater amount. If out of town travel is required, employee's shall be reimbursed for room and board, meals, and other related expenses upon submission of receipts documenting such expenses.

Section 5: A bargaining unit employee who wishes to attend any training sessions or seminars not required to maintain their status as an Emergency Medical Technician/Paramedic (EMT/P) at the Employer's expense may apply to the Employer for approval of attendance at such training session and for payment of the related expenses. Such approval is entirely at the Employer's discretion and must be approved in advance.

ARTICLE 36

SERVICE RELATED INJURY

Section 1: In the event of service connected occupational illness or injury, bargaining unit employees who are compelled to be absent from duty upon the recommendation of a certified physician, shall receive injury leave at eighty percent (80%) of regular pay for the period of disability, provided that such period of disability does not exceed six (6) months. In the event that such period of disability exceeds six (6) months, the employee shall apply for disability pay from the state and the injury pay referred to herein shall cease after six (6) months from the date of injury.

Before any payment is made pursuant to the above provisions, the applicant shall furnish proof of filing a claim with Workman's Compensation and periodically thereafter provide satisfactory proof of the amount received by him under the Workmen's Compensation Act of Ohio or the Public Employee's Retirement System to the fiscal officer of the Northwest Ambulance District.

Section 2: The bargaining unit employee agrees to turn over to the Employer any weekly compensation check which represents wages paid from any fund that the Employer contributes to, in exchange for receiving his reduced payroll check in accordance with the previous section.

Section 3: Any lump sum payment received by the bargaining unit employee for a permanent injury or illness remains the property of the employee.

Section 4: Any bargaining unit employee on injury leave shall be entitled to reinstatement upon approval of a certified physician at the rate of pay of the

position to which the employee is reinstated at the time of such reinstatement.

Section 5: Bargaining unit employees shall continue to accumulate seniority while on injury leave.

Section 6: In the event the injury or disability is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time or vacation time. If the employee does not have accumulated sick leave time or vacation time to cover either all or part of the time off up to and including the date the claim is disallowed, then any monies paid to the employee by the Employer under this Article shall be repaid by the employee to the Employer by deduction from the employee's pay.

Section 7: Employees collecting injury leave at 80% of regular pay under this Article 36 shall have the option of collecting sick pay to make the employee whole up to 100% of regular pay.

ARTICLE 37 INSURANCE

Section 1: All members of the bargaining unit shall have their Medical Insurance paid for by the Employer. However, the employees shall pay fifty dollars (\$50) each month if they have family coverage. Employees shall pay twenty-five dollars (\$25) each month if they have single coverage.

The Employer has the right to change insurance carriers. However, any new insurance must have equal to or greater medical coverage and accessibility. If the insurer forces a change by eliminating a policy or the amount of coverage, the Employer must communicate the exact change and the reason for it.

ARTICLE 38
PARAMEDIC/ADMINISTRATIVE CLERK

1. General purpose:
 - A. Performs the duties of a paramedic
 - B. Performs routine clerical, administrative, data processing, and general office work, daily cleaning duties, and squad check

2. Supervision:
 - A. Administrator
 - B. Asst. Administrator

3. Other duties and responsibilities:
 - A. Handle phones and pass on messages as needed. Perform routine clerical/administrative duties.
 - B. Assist the Asst. Administrator with billing, memberships, enter computer information, prepare and mail bills.
 - C. Assist patients and patient's families with billing concerns.
 - D. Receive telephone calls and citizen visits concerning ambulance billings and service, handle questions as well as respond to citizen complaints.
 - E. Pursue collection of delinquent accounts, establishing and monitoring payment schedules, follow up as directed by NAD administration

4. Peripheral duties:
 - A. May be asked to serve on committees and attend meetings as a representative of the district

5. Desired minimum qualifications:
 - A. Ohio EMT-P Cert.

- B. Office work/management experience
- C. Medical billing experience helpful
- D. Working knowledge of computer and electronic data processing and working knowledge of modern office practices and procedures
- E. Ability to establish successful working relationships, ability to work with angry or difficult citizens

6. Tools and equipment:

- A. Rescue and ambulance
- B. Computer, calculator, phone, base radio, fax, and copy machines
- C. General office software

7. Physical demands:

While performing the duties of this job the employee is frequently required to sit and talk and or hear. The employee is required to drive, walk, use hands to finger, handle, or operate objects, tools, or controls, and reach with hands and arms. The employee must be able to lift and or move up to 100 lbs. As required to be a paramedic. Specific vision abilities required by this job include close vision and the ability to adjust, focus.

**ARTICLE 39
DURATION OF AGREEMENT**

Section 1:

A. This Agreement shall become effective on January 1, **2015**, and shall remain in full force and effect until December 31, **2017**.

B. If either party desires to modify, amend or terminate this Agreement, they shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of the Agreement.

C. This Agreement shall remain in full force and effect during the period of negotiation of a new agreement.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed and signed by their duly authorized Representatives and entered into this ____ day of _____, **2014**, at _____, Ohio.

FOR O.P.B.A.:

FOR NORTHWEST AMBULANCE
DISTRICT:

**ARTICLE 39
DURATION OF AGREEMENT**

Section 1:

A. This Agreement shall become effective on January 1, 2015, and shall remain in full force and effect until December 31, 2017.

B. If either party desires to modify, amend or terminate this Agreement, they shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of the Agreement.

C. This Agreement shall remain in full force and effect during the period of negotiation of a new agreement.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed and signed by their duly authorized Representatives and entered into this 7th day of OCTOBER, 2014, at NAD GENEVA, Ohio.

FOR O.P.B.A.:

Ronde Baek
[Signature]
[Signature]

FOR NORTHWEST AMBULANCE DISTRICT:

[Signature]
[Signature]
James J. Prater
Byron C. Prater II
[Signature]