



2012-2015 Agreement Between Jackson County EMS and Teamsters Local 637

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AGREEMENT BETWEEN

THE

JACKSON COUNTY, OHIO
EMERGENCY MEDICAL SYSTEMS

AND THE

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
LOCAL 637

EFFECTIVE

DATE OF EXECUTION THROUGH

October 9th, 2015

SERB CASE NO.: 2011-REP-05-0050

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PREAMBLE

This collective bargaining agreement is entered into this ____ day of _____, 2012, between the Jackson County, Ohio, Emergency Medical System and the International Brotherhood of Teamsters, Local 637, to define wages, hours, terms and conditions of employment of the bargaining unit members, as defined below in Article 1 – Recognition. Jackson County EMS hereafter may be referred to as “JCEMS,” “Employer,” or “Management.” The International Brotherhood of Teamsters, Local 637 hereafter may be referred to as “Union,” or “Teamsters.” Employees of the EMS may be referred to as “bargaining unit members,” “employees” or “workers.”

ARTICLE 1. RECOGNITION

Section 1.1. Jackson County EMS, recognizes the Teamsters Local Union No. 637, as the sole and exclusive bargaining representative for all full-time and part-time Paramedics, EMT-B, EMT, Dispatchers, EMT-I.

Section 1.2. The Union recognizes the following positions as being excluded from the Bargaining Unit: All Management Personnel.

ARTICLE 2. EMPLOYEE DEFINITION

Section 2.1. This Agreement shall cover all employees in the bargaining unit providing direct emergency medical service, including dispatching.

Section 2.2. Full-time is defined as a bargaining unit member currently designated to fill a full-time position, and any successfully bidding into a future full-time position when posted by the Employer.

Part-time is defined as positions in the bargaining unit that are scheduled to work less than the full-time schedule of hours in the field and dispatching.

Section 2.3. Bargaining unit members to remain on the active roster to be called for employment with JCEMS, must have accepted and been available for twenty-four (24) hours of offered work in a twenty-eight (28) day period as an EMT, or as an EMT-1, or as a paramedic and/or as a dispatcher.

Part-time bargaining unit members who fail to work their required hours to remain active due to illness or injury will have their shift excused with the presentation of a valid doctor's statement covering the period of the scheduled shift for that twenty-eight (28) day period only. This waiver will only be permitted twice per twelve month period unless Management chooses to waive this requirement.

Section 2.4. There will be no restrictions as to where an employee lives.

ARTICLE 3. DISPATCH STATION

Section 3.1. Throughout this Agreement the use of the term "station" or "field employees" is intended to include the dispatch center as a station and dispatchers as employees, except where expressly differentiated throughout the Agreement. Full-time dispatchers will not be carried on a station roster, only on the roster of Dispatch.

Section 3.2. All dispatchers will be required to complete approved, JCEMS mandatory dispatch training that has been provided through a JCEMS approved provider or organization. The employees will be paid for all time spent in JCEMS mandatory training at the current applicable rate.

ARTICLE 4. MANAGEMENT RIGHTS

Section 4.1. The Employer and the Union agree that the provisions of this Agreement shall be expressly limited to wages, hours, and working conditions of employees, and no provisions shall be construed to restrain the Employer from the management of its operations.

Section 4.2. The Employer shall continue to have the exclusive right to take any action it deems appropriate in the management of the facilities and direction of the work force in accordance with its judgment. The Employer's exclusive management rights are all the inherent and common law management functions and prerogatives which the Employer has not modified or restricted by a specific provision of this Agreement and all of those expressly set forth in Ohio Revised Code Section 4117.08(C) as of the date of this Agreement and as that Section of the Code may be amended or modified after the effective date of this Agreement. The Employer's rights include, but shall not be limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, work standards, standards of services, quality and quantity of work, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve efficiency and effectiveness;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office;
- H. Effectively manage the work force;

- I. Take actions to carry out the mission of the Employer;
- J. The right to select and determine the number and types of employees required to be employed or laid off;
- K. The right to establish starting and quitting times, work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce all employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.
- Q. Selecting and locating buildings and facilities;
- R. Transfer, merging, consolidation, elimination or subcontracting of work or facilities.

Section 4.3. No complaints that the Employer has violated this Article may be taken up through the grievance procedure, for there to be a grievance the complaint must allege that the employer violated another provision of this Agreement.

Section 4.4. The Employer by not exercising any function hereby reserved to it, or by exercising any such function in a particular way, shall not be deemed as waiver of its right to exercise such function or preclude the Employer from exercising the same in some other way not in conflict with the expressed provisions of this Agreement.

Section 4.5. The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America to the fullest extent of the law. The exercise of any such broad right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the express terms of this Agreement.

ARTICLE 5. UNION SECURITY AND CHECK-OFF

Section 5.1. Deductions The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 5.2. Authorization The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 5.3. Fair Share Fee Any employee who is not a member of the Local 637 shall pay the Local 637, through payroll deduction, a contract service fee or fair share fee for the duration of

this Agreement. This provision shall not require any employee to become or remain a member of the Local 637, nor shall the fee exceed the dues paid by members of the Local 637 in the same bargaining unit. The Local 637 is responsible for notifying the Employer of the proportionate amount, if any, if its total dues and fees that was spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of the Local 637 less each non-member's proportionate share of the amount of the Local 637's dues and service fees spent on activities not chargeable to such service fees during the period year. If an employee challenges the propriety of the Local 637's use of such fee, deductions shall continue, but the Local 637 shall place the funds in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117.09(C) and other appropriate provisions of federal and state law and rules of the State Employment Relations Board.

Section 5.4. Indemnification of Employer The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and fair share fees. The Union hereby agrees that it will hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.5. Cessation of Deduction The Employer shall be relieved from making such individual dues "check-off" deductions upon an employee's: (a) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

Section 5.6. Legality of Deduction 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 error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Notwithstanding the provisions of this Article or this Agreement all fair share fee provisions shall be subject to applicable and subordinate to federal and state law and rules of the State Employment Relations Board.

Section 5.7. Notification of Changes The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 5.8. Written Authorization 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.

Section 5.9. Payment to Local 637 All dues and fees collected shall be paid over by the County, once each month to Local 637. The County will not charge Local 637 any fees for collecting these monies.

Section 5.10. Insufficient Wages The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 5.11. Information Regarding New Employees The Employer shall include with the transmittal of dues and itemization of those dues, information on any new employees, including mailing addresses, job title, date of hire, home station and the names of any employees who have been removed from the roster. Every six months, the Employer shall provide to the Union a complete updated list of the employees who have been in the bargaining unit at any point during the past six months and who are still on the roster. This list shall include the name of the employee, mailing address, job title, date of hire, seniority date, and home station.

ARTICLE 6. UNION REPRESENTATION

Section 6.1. Priority The Union and Employer jointly recognize that the first priority and mission of the EMS is the provision of quality patient care. The investigation and writing of grievances or other union activities which the Union steward(s) undertakes during work time shall not interfere with the primary mission of the EMS.

Section 6.2. Union Representatives The Employer agrees to recognize up to three (3) total employee(s) (one per shift) as Union steward for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and representatives of the bargaining unit and of any changes which may occur by January 31st of each contract year. The Employer will not recognize or do business with anyone not on the list. The steward shall have no authority to take any action interrupting the Employer's business. Except as specifically set forth in this Agreement, a Union steward shall not conduct Union business on EMS time.

Section 6.3. Conferences During Work Hours The Union steward shall not suffer any loss of pay when pre-disciplinary conferences, grievance hearings, or arbitrations are scheduled during their normal work hours. He or she will, however, be excused without pay to attend any investigatory or union activities. The steward needs to report to their direct supervisor for approval for their absence.

Section 6.3. Authority of Union Representatives Teamsters representatives will notify the Director, or a supervisor if the Director is not available, of their presence at a work location. The Employer or its designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

ARTICLE 7. NO STRIKE- NO LOCKOUT

Section 7.1. The Employer agrees that so long as this Agreement is in effect there shall be no lockouts. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strikes, including sympathy strikes, sit-downs, slowdowns, stoppages of work, secondary boycotts, mass sick days, picketing, patrolling or any similar interference with the operation of the Employer or any other unlawful acts that interfere with or interrupt the Employer's operations.

Section 7.2. In the event of the occurrence of any activities prohibited in Section 7.1 above, the Union shall immediately, upon receipt of notice of such action by any of its officers or upon notice communicated to the officers of the Union, instruct the involved bargaining unit employees in writing, directed to their respective home addresses with a copy to the Employer, that their conduct is in violation of the Agreement, and that they are subject to automatic discharge and that the Union instructs all such employees to return to regular work at once. In addition to this, Union shall use its best efforts and shall undertake every reasonable means to obtain the resumption of regular work schedules as quickly as possible during any such period of unauthorized work stoppage.

Section 7.3. The Employer shall have the sole and complete right to discipline up to and including immediately discharge any employee who violates Section 1 of this Article. Any disciplinary action imposed by the Employer hereunder shall be subject to the grievance procedure of this Agreement but only to the extent of determining whether an employee violated Section 7.1 of this Article. A grievance against disciplinary action taken by the Employer under this Article must be filed in writing with the Employer in accordance with the timeliness in the Grievance Procedure article after such discipline is imposed.

ARTICLE 8. CONTRACT CONSTRUCTION

Section 8.1 Purpose for Negotiations The Employer and the Union agree that negotiations for this Agreement had, as its purpose, the following:

- A. To achieve and maintain a satisfactory and stabilized Employer-Employee relationship and improve work performance by Employees;
- B. To provide for the peaceful and equitable adjustment of differences that may arise;
- C. To attract and retain qualified employees;
- D. To insure the right of every employee to fair and impartial treatment; and
- E. To establish responsibilities of employees and assurances of performance by employees.

Section 8.2 Conformity to Law, Amendment & Severability The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement, including, but not limited to, Chapter 124 of the Ohio Revised Code. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and Employer.

Section 8.3 Grammar Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

ARTICLE 9. DISCIPLINE PROCEDURES

Section 9.1 Good Behavior Discipline is defined as an action taken by the Employer against an employee for violation of this agreement and/or violation of the rules, policies and regulations of the Employer. No employee who has completed their initial probationary period shall be reduced in pay or classification, suspended, discharged, or removed except for just cause.

Section 9.2 Methods of Progressive Discipline Except where the Employer determines that more severe discipline is warranted, discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct, other relevant considerations, and the nature of the infraction. Penalties shall and can be adjusted to reasonably fit the violation or conduct. Discipline may include, but is not limited to, the following:

- A. Verbal warning
- B. Written reprimand
- C. Suspension
- D. Termination
- E. Other Mutually Agreed Discipline

The level of discipline shall be commensurate with the infraction, circumstances, previous discipline, and may be advanced on the initial infraction, up to and including removal. The Employer may place an employee on paid administrative leave while investigating a disciplinary matter except as provided by 124.388(B) of the Ohio Revised Code.

Section 9.3 Predisciplinary Meetings In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the EMS Director, or designee, shall be arranged. Notice of such meeting will be provided to the employee and to the Union in writing as soon as practicable following an investigation of the circumstances leading up to the discipline. The notice will set out the date, time, and place of the hearing; what disciplinary action is being considered, and for what reason(s). The notice shall also provide that the employee may present evidence on his/her own behalf-and that failure of the employee to attend the hearing constitutes a waiver of the right

to a pre-disciplinary hearing. The pre-disciplinary hearing notice may be modified or amended by the Employer to add or delete charges if new information becomes available prior to the scheduled hearing. The employee must be given notice of the modification or amendment prior to the hearing.

The employee may have a union steward and a union official present at the pre-disciplinary conference. The employee shall be responsible for notifying the steward and union official of the time and date of the pre-disciplinary conference. When the nature of the offense is such that immediate disciplinary action is provided, the Employer may, at its discretion, place an employee on administrative leave pursuant to Section 9.2 until a determination regarding discipline is made.

Section 9.4 Waiver of Pre-Disciplinary Conference. The employee may waive, in writing, the pre-disciplinary conference. Further, no pre-disciplinary conference is required in cases where drunkenness on the job, immoral conduct, dishonesty, stealing, being under the influence of alcoholic beverages, use of illegal drugs or narcotics, the possession of, selling of or offering for sale of illegal drugs or narcotics, physical violence or fighting, gross insubordination, discourteous treatment of the public, neglect of duty that would affect the health and welfare of another person or for behavior which presents an immediate danger to the safety of other employees and persons.

Section 9.5 Manner of Discipline The Employer and Union agree that all disciplinary procedures will be carried out in private and in a business-like manner.

Section 9.6. Probationary Employees Probationary new hire bargaining members do not have recourse to the grievance procedure for discipline of any form during the probationary period.

Section 9.7 Appeals of Discipline Verbal warnings that are noted in the employee's file, and written reprimands, are subject to appeal under the Grievance Procedure through Step 1 only. Grievances of discipline consisting of termination or suspensions may be appealed under the Grievance Procedure to arbitration. Bargaining unit employees specifically waive their rights to appeal to the State Personnel Board of Review ("SPBR") pursuant to Ohio Civil Service Law. Additionally, employees removed during their probationary period shall not be permitted to utilize this grievance procedure to grieve or appeal such removal.

Section 9.8 Discipline in Employee File Verbal and written reprimands shall remain in the employee's file for twelve (12) months provided no intervening discipline has occurred in which case the time shall be twelve (12) months from the most recent event. Disciplinary suspensions shall remain in the employee's personnel file and record for twenty-four (24) months unless another disciplinary action occurs in which case the time shall start over from the most recent intervening discipline.

ARTICLE 10. LABOR-MANAGEMENT MEETINGS

Section 10.1 Purpose In the interest of sound labor management relations, the efficient operation of the JCEMS, and quality patient care, once every quarter on a mutually agreeable

day and time, representatives of the Employer shall meet with representatives of the Union to discuss matters addressed in Section 10.2 herein.

Section 10.2 Organization An agenda will be furnished and/or exchanged at least five (5) days in advance of the scheduled meeting with a list of topics to be discussed. The Union and the Employer shall also supply the names of those representatives who will be attending. Union employee representatives shall be excused with pay to attend such meetings scheduled during their normal working hours. The purposes of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussion is mutually agreed to;
- C. Discuss ways to improve efficiency;
- D. Discuss health and safety matters relating to employees;
- E. Discuss proposed and current policies and procedures;
- F. Discuss patient care and medical equipment issues; and
- G. Discuss or disseminate any other information of interest to the parties.

Section 10.3 Special Meetings Either party may request a special meeting by submitting, in writing, to the other party indicating the issue(s) to be discussed.

ARTICLE 11. LAYOFF AND RECALL

Section 11.1 Reasons For Layoff And Notification Of Layoff The provisions of Revised Code Section 124.321 through 124.328 shall not apply to layoffs by the Employer. The Employer may lay off employees for lack of funds or work, abolishment of positions, reorganization, or other justified reason. The Employer shall notify the Union and affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs if requested. Either the Union or the Employer may request a meeting to discuss the layoffs in writing.

Section 11.2 Layoff and Period of Recall The Employer shall determine when and in which classifications layoffs will occur. Layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse 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. All bargaining unit employees, with the exception of those in Dispatch, shall have five (5) calendar days from notice of layoff in which they may elect to bump the least senior employee in the next lower classification so long as said employee is qualified for the position and has more seniority than the least senior employee in the next lower classification. This process shall continue to successively lower classifications. Employees who bump shall have their compensation adjusted to the rate of pay applicable to the lower classification. Laid off employees shall have the right to recall to a position in their former classification for a period up to twelve (12) months from date of layoff. A part time employee cannot bump a full time employee.

Section 11.3 Recall Notification The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his/her current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

Section 11.4 Time Limits for Recall and Return From Layoff The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his/her rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for twenty-four (24) months from the effective date of layoff.

Section 11.5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period in its entirety.

Section 11.6 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement. Grievances regarding layoffs must be filed within seven (7) calendar days of notice of the layoff.

ARTICLE 12. SENIORITY

Section 12.1. Seniority shall be computed from the date of hire on the basis of continuous, uninterrupted length of service with JCEMS. When an employee takes an approved leave of absence, his/her seniority date shall be changed by the period of time during which he/she was on unpaid leave.

Section 12.2. "Seniority" as defined in this Article herein shall apply wherever the term is used in this Agreement.

Section 12.3. The following will be considered breaks in continuous service if an employee:

- A. Quits
- B. Retires
- C. Is terminated for just cause
- D. Refuses recall after layoff or layoff list expires
- E. Accepts a managerial position, and bids back into the bargaining unit, the time spent in the managerial position will be deducted from his continuous service time.

Section 12.4. Ties in seniority shall be broken by using the employees social security numbers starting at the last digit with the highest number, nine (9) begin considered senior and zero (0) low, if a tie exists with the last number you proceed to the next to last number and so on, until the tie is broken.

Section 12.5. There shall be four (4) major classifications:

- A. Paramedic
- B. EMT B&I
- C. Dispatcher/EMD

Classification seniority is established as the most recent date a bargaining unit member entered the classification.

Section 12.6. For vacation purposes only, bargaining unit members, will be credited with all prior public employee service for seniority entitlement and vacation selection.

ARTICLE 13. GRIEVANCE PROCEDURE

Section 13.1 Grievance Defined, Content, Timeline for Filing The term "grievance shall mean an allegation that there has been a violation, misinterpretation, or improper application of the specific provisions of this Agreement only. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement, nor those matters not covered by this Agreement. Written grievances must be submitted in writing no later than ten (10) calendar days following the events or circumstances giving rise to the grievance or within ten (10) calendar days after the employee knew or reasonably should have known of the event or circumstances giving rise to the grievance, but in no event more than thirty (30) calendar days following the events or circumstances giving rise to the grievance.

All grievances must contain the following information:

- A. Aggrieved employee's name, or names of all grievants;
- B. Signature of the aggrieved employee(s), and in the case of a class action grievance, including the name of every member of the proposed class or name of the effected class;
- C. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed.
- D. Date and time grievance occurred;
- E. The location where the grievance occurred;
- F. A description of the circumstances or incidents giving rise to the grievance;
- G. Specific provisions of the Agreement violated;
- H. Desired remedy to resolve the grievance; and
- I. Documentation believed to support the grievance.

Section 13.2 Grievance Procedure

- A. **Step One – Supervisor** An employee having a grievance will first attempt to resolve it with his or her immediate supervisor. Such attempt at resolution shall be made by the

member-grievant ten (10) calendar days following the submission of the written grievance to the supervisor.

A grievance representative may accompany the grievant to grievance meetings should the grievant request his attendance. A grievant shall have the right to submit a grievance without the intervention of the Union but the Union must approve any resolution or settlement of such grievance. Within ten (10) calendar days after meeting with the grievant, the supervisor shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he or she may pursue the grievance to Step Two

- B. **Step Two – Director** Should the grievant not be satisfied with the answer in Step One, within ten (10) calendar days after receipt of the Step One response (or ten (10) calendar days after the Step One meeting if no written response is received) he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the EMS Director. The Director or his designee shall date the form, accurately showing the date it was received.

The Director or his designee shall, within ten (10) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant, the Business Rep. and/or Union steward. Within ten (10) calendar days of the meeting at Step Two, the Executive Director or his designee shall submit his written response to the grievance.

- C. **Step Three – Arbitration** If the grievant is not satisfied with the answer in Step Two, within ten (10) calendar days after receipt of the Step Two response, (or ten (10) calendar days after the Step Two meeting if no response is received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Within twenty-one (21) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union, shall, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Services to hear the arbitration. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin or another mutually agreeable method. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The Federal Mediation and Conciliation Services shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the Federal Mediation and Conciliation Services.

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Services, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may only consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree, in writing, to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party. The withdrawing party shall be responsible for any applicable cancellation fees.

The fees of the arbitrator and the rent, if any, for the hearing room shall be split equally among the parties. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the Employer as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be effective or retroactive prior to the period for filing grievances set forth in Section 13.1. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Services. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 13.3 Timely Processing of Grievances Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties. Any grievance not advanced to the next step by the grievant or Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual agreement in writing.

ARTICLE 14. HEALTH AND SAFETY

Section 14.1. Every employee covered by this Agreement is entitled to a safe and healthful work environment, and the parties jointly pledge their individual and joint efforts to attain and maintain this objective. The parties agree to comply fully with all Federal, State and Local law governing the safety and health of employees.

Section 14.2. The Employer shall, at all times, provide safe materials, equipment, vehicle's, and working conditions for all employees covered by this Agreement. No employee shall be required to work in an unsafe situation, or with unsafe equipment, which he/she reasonably believes would be hazardous to him/herself, his/her co-workers, and/or a patient's health or safety. JCEMS is only responsible for work locations directly under its jurisdiction and control.

ARTICLE 15. HEALTH INSURANCE

Section 15.1 The Employer shall offer group medical insurance coverage, including major medical, vision, and dental to each employee in the bargaining unit upon the same terms and conditions as is offered to other employees whose coverage is provided from the general fund of the County.

It is agreed and understood that the schedule of benefits for employees shall be as set forth in such health plan or plans offered, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan. It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the Employer, Union, or employees, cease coverage.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider. Furthermore, modifications to co-payments and/or deductibles shall not be deemed a modification of coverage.

The Union recognizes the right of the County to secure alternate insurance carriers and/or modify coverage. It is further agreed and understood that the Employer may modify the terms of coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs.

The Employer recognizes the right of the Union to review any proposed changes in carriers or coverage. The Employer agrees to meet with the Union concerning the impact of any potential changes in health insurance when requested. It is agreed that the Employer shall not institute any changes without providing the Union at least thirty (30) days notice whenever possible.

The Employer and the Union agree to maintain a joint Labor/Management Committee to address concerns pertaining to health insurance. The Joint Committee may request the presence of the insurance consultant to be present from time to time.

Section 15.2 Premiums Employees in the bargaining unit are required to contribute through payroll deduction to the premium costs for the insurance plan or plans provided. It is understood that employees shall, in each year of this Agreement, contribute 10% of the monthly premium amounts as their share of health insurance premiums.

Section 15.3 Eligibility Employees in the bargaining unit shall be eligible for health insurance coverage after completion of the waiting period established by the health insurance plan.

Section 15.4 Other Coverage Any employee who has a spouse employed by any other "public employer", who is eligible for and/or who has coverage under a plan provided by the County or any other "public employer" whether of the County or otherwise shall not be eligible for dual coverage under any plan offered by the Employer. Employees covered under such other plans shall, in consideration of coverage under such plans, elect one of the following three options at the time of enrollment, or thereafter on an annual basis by a deadline date established by the Employer:

- A. An employee may elect to receive payment equal to 50% of the employee's increased premium costs associated with their coverage under such other plans, or
- B. An employee may elect to opt-out of the Employer's health insurance annually if he or she can demonstrate coverage by another health insurance plan, in which case s/he shall be compensated in a lump sum amount equal to 15% of the annual plan savings for the coverage period, which shall be payable in December of the year in which the employee opted out, or
- C. An employee may elect to opt-down to a less expensive coverage (such as changing from family coverage to single coverage) for a compensation of 15% of the plan savings, which shall be payable in December of the year in which the employee opted down.

Any employee who obtains other coverage through a spouse who is employed in private industry or otherwise may elect the opt-out or opt-down options described in B and C, above.

Employees who elect options A, B, or C above shall be permitted back into the Employer's insurance plan as permitted by the health insurance plan specifications and applicable law. Any employee who elects option B or C and who is later permitted back into the Employer's insurance plan within the same year shall only be entitled to a pro-rata portion of the lump sum amount specified in option B or C.

ARTICLE 16. PERSONNEL FILES

Section 16.1. Employees shall have the right to inspect their personnel file, provided at least forty-eight (48) hours' notice is given to schedule the inspection. No unsubstantiated anonymous complaints shall be maintained in an employee's personnel file, or used in discipline.

Section 16.2. Employees shall receive one (1) copy of all materials placed in their personnel record as the document is placed in their record.

Section 16.3. All employees are responsible for maintaining their correct address, telephone number, beneficiaries (if any) for insurances purpose and payroll deductions.

Section 16.4. Employees, by written request, may have their telephone number, Social Security number, and marital status withheld from disclosure. Employer will comply with ORC 149.43 on the release of information from a personnel file.

Section 16.5. Employees may designate, in writing, permission to have a union representative review their personnel file. The Union representative shall provide forty-eight (48) hours' notice in order to schedule their inspection.

Section 16.6. Upon request, copies of written material, which are relied upon by the Employer during any grievance procedure or performance evaluation shall be provided to the employee and the Union pursuant to a valid public records request or as otherwise agreed by the parties.

ARTICLE 17. PROBATIONARY PERIOD

Section 17.1 Requirement Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. Any employee who leaves employment with the Employer for any reason and is subsequently re-employed shall be deemed a "new hire" and shall serve a new probationary period.

Section 17.2 Initial Period The first one hundred eighty (180) days of an employee's employment are considered the probationary period. A new hire probationary employee may be removed from employment at any time during their probationary period and shall have no right to appeal such removal/ termination under the grievance procedure of this Agreement or to any other forum including, but not limited to, the State Personnel Board of Review.

Section 17.3 Promotion Probation Each promoted employee will serve a one hundred eighty (180) day probationary period. An employee serving a promotional probationary period may be returned to their former position and rate of pay if their work performance, behavior and/or work attitude is not satisfactory to the Employer. No employee will be allowed to start a new probationary period until the completion of any initial probationary period they are presently serving.

- A. Any employee removed from the position for which they are serving a promotional probationary period shall be returned to their former position and rate of pay with no loss of seniority. This does not apply to initial probationary periods for new hire.
- B. Promotions to Management positions are not governed by the terms of this Agreement.
- C. Part-time employees who take a full-time position, and return to their previous part-time position, or full time employees who transfer or bid to a part time position, may only do this one (1) time in a twelve (12) month period in the same classification.

D. Upon mutual agreement between the Union and the Employer, initial probationary periods may be extended for a length of time not exceeding that of the original probationary period.

Section 17.4 Resignation An employee who resigns during any probationary period is not eligible for reinstatement.

Section 17.5 Length of Probationary Periods A probationary period may be extended by the Employer by a period of up to one hundred and eighty (180) days. A probationary employee who has lost work time due to illness or injury for more than five (5) work days (cumulative) shall have their probation period extended by the length of the illness or injury.

Section 17.6 Calculation Back of Seniority After the probation period, an employee's seniority time will be calculated back to their first day of hire. The effective date and terms of some benefits are governed by the conditions and rules established by the carrier or plan.

ARTICLE 18. MILITARY LEAVE

Section 18.1 Employees who are members of a State National Guard or reserve component of the armed forces will be granted military leave of absence for period of active duty or field training not to exceed 31 days for each calendar year. A copy of the authorized orders must be submitted to the Director and station supervisor. Bargaining unit members will be paid the difference between their regular earnings and the military earnings if the military earnings are less than their regular JCEMS earnings. Leaves of absences without pay shall be granted to employees with at least 90 days service who are inducted or otherwise enter active military service.

ARTICLE 19. POLICIES

Section 19.1 New Policies The Employer shall make available to the Union any new policy passed by the Employer before implementation. The Employer will meet and confer with the Union as to the policy if requested.

Section 19.2 Policy Manual The Employer shall make available an updated policy manual for the bargaining unit members to read and review. The station supervisors will be responsible for posting a notice to alert bargaining unit members of any new or revised policies prior to implementation.

Section 19.3 Directives The Employer shall make available an updated operational directive manual for the bargaining unit members to read and review. The station supervisors will be responsible for posting a notice to alert bargaining unit members of any new, revised or eliminated operational directive.

ARTICLE 20. BULLETIN BOARDS

Section 20.1. The Employer agrees to provide bulletin boards or bulletin spaces at each work location of members of the bargaining unit for the Union's use. The board of space will be at least three (3) feet by three (3) feet, or an equivalent, and in a central location. The Union agrees to post notices or information of interest to Union members. No material shall be posted which is profane, obscene, or defamatory or JCEMS, its representatives, its employees, or the elected representatives of Jackson County.

Section 20.2. Every station will provide grievance forms and union dues authorization forms to be available to all bargaining unit members.

ARTICLE 21. UNPAID LEAVE OF ABSENCE

Section 21.1 Full-Time Employees Any full-time employee who has been in that position for more than two (2) years may apply for a leave of absence for a period of time of up to a maximum of six (6) months. Such application may be approved or denied at the sole discretion of the employer based on its operational needs but shall not be unreasonably denied. An employee who is on a leave of absence will be responsible for attending and completing any mandatory training provided by the Employer necessary to maintain his/her certification which will be offered without cost to the employee. However, an employee who cannot attend such mandatory training due to a serious physical or mental impairment will be required to undergo such mandatory training at their own cost or attend, without cost, another regularly scheduled mandatory training on the same topic provided by the Employer, if any, prior to returning to work.

Section 21.2 Part-time Employees A part-time employee who has been in that position for more than two (2) years may apply for an unpaid leave of absence under Ohio Administrative Code 123:1-34-01.

Section 21.3 Medical Examination The Employer can require an employee returning from leave to undergo appropriate medical examination, at the Employer's expense, to determine the employee's ability to return to work.

Section 21.4 Benefits An employee on unpaid leave does not continue to earn paid leave such as sick or vacation leave credit.

ARTICLE 22. BEREAVEMENT LEAVE

Section 22.1 When death occurs in a full-time employee's immediate family, upon written request, field employees shall be entitled to one day (24 hours) of funeral leave with pay and dispatchers shall be entitled up to three consecutive 8-hour days of funeral leave with pay. One day must include the day of the funeral.

Section 22.2 For purposes of this Article, immediate family is defined as follows: spouse, child, step-child, parent, parent-in-law, step parent, sibling, sibling in-law, step sibling, grandparent, grandparent-in-law, grand-child or grandchild-in-law.

Section 22.3 When an employee needs additional time off for a death in the immediate family, they may utilize sick or vacation time, or time off without pay after notification to the Employer or his/her designee of their needs. The Employer or his/her designee has the authority to approve or deny the additional bereavement leave.

ARTICLE 23. VACATION

Section 23.1 Vacation time shall be earned and will be due upon the attainment of the first year of employment, and annually thereafter. Full time bargaining unit employees are entitled to annual leave with pay according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>	<u>AMOUNT CREDITED PER BI-WEEKLY PAY (40 HOUR WEEK)</u>	<u>AMOUNT CREDITED PER BI-WEEKLY PAY (56 HOUR WEEK)</u>
Less Than 1	0	0 Hours	0 Hours
1-5 Years	2 Weeks	3.1 Hours	4.3 Hours
6-10 Years	3 Weeks	4.6 Hours	6.46 Hours
11-14 Years	4 Weeks	6.2 Hours	8.60 Hours
15-20 Years	5 Weeks	7.7 Hours	10.76 Hours
21+	6 Weeks	9.3 Hours	12.92 Hours

Section 23.2 Vacation leave must be requested at least thirty (30) days in advance and approved by the employee's supervisor or EMS Director. Vacation leave requests less than 30 days in advance may be granted at the supervisor's sole discretion. All requests for vacation leave must be approved by the employee's supervisor.

Section 23.3 Each employee will be permitted to carry over into the next calendar year the following vacation hours:

Field Employees	56 hours
Dispatch Employees	40 hours
EMS Office Employees	40 Hours

Any unused vacation exceeding the above amount not carried over into the next calendar year will be cashed out in the 1st pay period of December for each calendar year.

ARTICLE 24. SICK LEAVE

Section 24.1 Allowance. Sick leave is provided should an employee be absent from form work for reasons stated below. All full-time employees shall earn sick leave at the rate of 0.0575 hour

for every hour in active pay status. Active pay status shall be defined as hours worked and hours on approved paid leave.

Section 24.2 Notice.

If an employee must be absent from work, they must contact their supervisor or designee at least two (2) hours before their scheduled shift. If the employee is unable to contact their supervisor two (2) hours before their scheduled shift, they will do so as soon as they are able. Employees must contact their supervisor each day of their absence unless other arrangements are made. Upon returning to work after an absence of two (2) days or more (three or more for dispatch), or two (2) call offs or more in a 120 day period, the employee must provide verification of illness or injury in the form of a doctor's excuse. The EMS Director or his designee may request a doctor's excuse or when a pattern of abuse of sick leave is determined to exist.

Section 24.3 Use of Sick Leave.

Sick leave may be requested for the following reasons:

- A. Illness of the employee or illness of the employee's immediate family that requires the employee's presence.
- B. Exposure of an employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental, or optical examinations or treatment of an employee.
- D. Childbirth and/or related medical conditions.

Unused sick leave shall be accumulated without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from a scheduled shift. Excessive abuse or misuse of sick leave or falsification of any statements regarding sick leave shall be cause for disciplinary action up to and including dismissal.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted. Employees who have exhausted sick leave and vacation leave may, at the discretion of the Employer, be granted an unpaid personal leave of absence not to exceed six (6) months.

Section 24.4 Donation of Sick Leave

Any employee may receive up to fifteen (15) days of sick leave from fellow employees during any calendar year for use in cases of catastrophic illness or injury once the Employee's sick leave has been exhausted. The use of this transferred sick leave shall only occur after the employee has spent three (3) consecutive days on leave due to catastrophic illness or disability regardless whether paid or unpaid.

Section 24.5 Payment of Sick Leave

Dispatch employees maintaining a minimum of six hundred (600) hours of accumulated sick leave and Field employees maintaining a minimum of eight hundred forty (840) hours of accumulated sick leave may annually elect to receive payment for up to eighty (80) hours at their hourly rate at the time the payment is made.

Requests for the eighty (80) hours to be received as payment must be made by November first of the year when payment is to be made, and payment will be made with the first payroll check of December in the year in which payment is to be made.

Section 24.6 Credit for Prior Service

Employees who transfer between departments or agencies or from other public employment, or who are re-appointed or reinstated within ten (10) years of prior public service employment, will be credited with unused balance of sick leave. All employees will be eligible for payment of sick leave at time of retirement up to a maximum of thirty (30) days. When an employee passes away while in active employment, the surviving spouse or estate of the deceased will be eligible to receive sick leave payment for which the decedent would otherwise have qualified.

Section 24.7 Immediate Family

For the purposes of this Article, immediate family is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, half-brother, half-sister, step-parent, step-sibling, step-grandparent, step-grandchild or any dependent person living in the same household on a continuous basis.

Section 24.8 Line of Duty Death Payment of Sick Leave

A Bargaining Unit member killed in the line of duty will receive one hundred percent (100%) of their accrued, but unused sick time. Compensation under this Section will be made in increments of the total accrued time not to exceed two hundred forty (240) hours paid ASAP after the event. The balance of the remaining accrued sick time will be paid as soon as practical but no later than eighteen (18) months after the event. Examples of a qualifying line of duty death would be the member succumbs to injuries from a traffic accident.

ARTICLE 25. COURT LEAVE AND JURY DUTY

Section 25.1 Generally Court leave or jury duty will be guaranteed to full-time employees during normal working hours without loss of pay when a bargaining unit member is subpoenaed for any court or jury duty by a Federal Court or the State of Ohio, West Virginia, Kentucky or a political subdivision thereof. Court leave or jury duty leave without loss of pay will be granted to part-time employees for any regularly scheduled hours.

Section 25.2 Fees All fees received from the court, up to the amount paid to the employee by JCEMS, however, shall be provided to the JCEMS Director. Employees will be paid when turning in proper documentation showing service.

Section 25.3 Notification Bargaining unit members are to notify their supervisor as soon as possible of jury duty in order for arrangements to be made.

Section 25.4 Duty to Avoid Conflict If a bargaining unit member can work his/her regular shift without conflict with jury service or court leave, he/she will do so, but will not be required to work and serve jury duty/court leave over 24 consecutive hours for field personnel or 8 hours for dispatch.

Section 25.5 Personal Matters Excluded Bargaining Unit members shall not be compensated under this section when the bargaining unit member has a personal interest in the court action or is called as a witness for a non-work related matter.

ARTICLE 26. OTHER EMPLOYMENT

Section 26.1 Except insofar as it directly affects their ability to perform the duties and responsibilities required by their employment by JCEMS employees shall not be limited in any other work or employment in which they engage. However, employees are required to advise the Employer of all other employment in which they wish to engage in order for the Employer to ensure that it does not otherwise affect their ability to perform their duties and responsibilities at JCEMS.

ARTICLE 27. UNPAID UNION LEAVE

Section 27.1 Allowance The Employer shall provide the bargaining unit a combined total of no more than twenty (20) unpaid days per year for participation in Union activities.

For example, if three (3) bargaining unit members are authorized to take unpaid Union leave on the same day, this will equate to a total of three (3) unpaid union days being used.

Section 27.2 Notice Application for the use of such leave shall be made in writing or verbally fifteen (15) calendar days in advance by the Local Union President or other duly authorized representative to the designated Employer representative and such shall not be unreasonably denied. The parties are mindful of the requirements of Article 6, Section 6.1.

ARTICLE 28. HOLIDAYS

Section 28.1. All full-time bargaining unit members shall be eligible for the following paid holidays:

New Year's Day
Martin Luther King Day
President's Day

Good Friday
Memorial Day (last Monday in May)
Independence Day
Labor Day (first Monday in September)
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Day after Christmas Day

Section 28.2. The Employer shall have the right to require any employee to work on any holiday. All full time bargaining unit members shall receive eight (8) hours of holiday pay for each of the holidays listed in Section 1 if they have met the eligibility requirements in Section 4. Bargaining unit members who work on the holidays shall be paid time and one-half of his/her regular rate of pay for the work performed on the holiday.

Section 28.3. Part-time employees shall be paid time and one-half his/her regular rate of pay for all hours actually worked on the holiday.

Section 28.4. Employees must be in approved pay status and have worked their last scheduled day before and first scheduled day after a holiday or they forfeit their holiday pay and right to holiday premium. Employees who call-off work on a scheduled holiday will also forfeit their holiday pay.

Section 28.5. During a Leap Year, February 29th will be split into 8 hour shifts and will be-filled by full-time employees.

ARTICLE 29. WAGES

Section 29.1 Base Rates The following are the base hourly rates for each position in the bargaining unit:

EMT-B	\$9.00
EMT-I	\$10.40
EMT-P	\$11.00
Dispatcher	\$10.00

Section 29.2 Wage Rates Bargaining unit employees shall receive the following wage increases throughout this agreement:

- A. Effective on pay period ending April 13, 2012: 2% increase on wage rate

- B. Effective second year on January 1, 2013: 1% increase on wage rate
- C. Effective third year on January 1, 2014: 2% increase on wage rate

ARTICLE 30. HOURS OF WORK AND MANDATORY OVERTIME

Section 30.1. This article defines the regular hours of work and shall not be construed as a guarantee of work per day or per week. It is understood that bargaining unit members must work overtime and non-regular hours.

Section 30.2. All employees are required to work at least one (1) eight hours shift every twenty eight days, if a shift is available to the employee, as documented by payroll records and the station schedule. Employees who are on approved leave of absence are not affected by this provision. Any employee removed for failing to work in the previous 28 days may seek reemployment by re-applying for employment. Re-hire of previous employees may be at the actual level of state certification after verification by the EMS Office of appropriate skill maintenance and continuing education.

Section 30.3 Schedule Posting. The Employer shall post a work schedule for all bargaining unit members covering a period of not less than two (2) weeks and this schedule shall be posted at least one (1) week before the first day covered by the schedule.

Section 30.4 Shifts. The actual number of shifts for individual bargaining unit members and the starting and ending of each shift shall be established by management to best suit the local needs of each station. Dispatchers will not be scheduled to work more than sixteen (16) consecutive hours on duty. Field employees will not be scheduled to work more than thirty-two (32) consecutive hours on duty. The normal schedule for Dispatchers will be eight (8) to twelve (12) consecutive hour shifts. The normal schedule for field employees will be twenty-four (24) consecutive hours.

Section 30.5 Pay Periods. All bargaining unit members employed by JCEMS shall be paid a total of twenty-six (26) pays per year paid via direct deposit at the financial institution designated by the employee.

Section 30.6 Overtime.

- A. Hours worked in excess of forty (40) hours per week shall be paid at one and one-half times regular rate of pay for the overtime hours in the position where it is earned. There will be no pyramiding of overtime. All overtime must be approved in advance by the Supervisor or Director.
- B. It is understood and agreed that the Employer shall be the sole judge as to the necessity for overtime work. Voluntary and extra overtime will be offered to qualified bargaining unit members in the affected classifications/locations in order of their bargaining unit seniority.

- C. Bargaining unit members who wish to work voluntary overtime may sign up on an overtime list made available monthly by the Employer.

Bargaining unit members may remove their name from the list by giving Management a two-week notice, bargaining unit members who refuse three (3) or more assignments will be removed from the list, for three (3) months, and Bargaining unit members may request to be reinstated to the list at the end of the three (3) months.

1. Bargaining unit members off sick, on vacation or leave of absence will not be called for overtime while on such leave.

When overtime is necessary, and is not of an emergency or immediate (such as handling an emergency run) nature, the shift supervisor or designee will contact all employees on the voluntary overtime list for volunteers. Employees interested in the opportunity shall contact the shift supervisor or designee no later than 10 hours prior to the available shift. Overtime assignments shall be awarded to the most senior employee not in overtime status 10 hours before the available shift. If all interested employees are in overtime status, then the most senior employee shall be awarded the shift. If no volunteers are obtained, the shift supervisor or designee will start at the bottom of the Mandatory Overtime list and the least senior employee will be required to work the overtime shift (mandated).

If an employee calls off less than 10 hours prior to the start of their shift or after 11:00 p.m. and before 7:00 a.m., the above procedure shall not apply and the Employer can assign the shift to any available employee or through mandation at the Employer's discretion.

Personnel mandated to work will be rotated up the Mandatory Overtime list so the same employee will not continually be mandated to work overtime.

Mandatory Overtime shall be subject to the following maximum workable hours: Field employees of thirty-two (32) hours of work without a break (eight (8) hours of mandation) and Dispatch employees of sixteen (16) hours without a break (eight (8) hours of mandation).

The Station Supervisors and the EMS Director will be responsible for maintaining the Mandatory Overtime list.

Section 30.7 Trainings. Bargaining unit members will be paid at their applicable hourly rate of pay for all time spent in attendance at mandatory in-service and training programs, including observation of dispatch methods.

Section 30.8 Dispatcher Conduct. Because dispatchers continually work in a restricted (non-residential) setting which can be viewed by the public, they will be restricted regarding the types of private activity they can participate in during work hours.

Section 30.9 Duty to Act in Professional Manner. It is understood that employees shall conduct themselves and utilize their work time in a professional manner and shall not engage in any private business while at work.

Section 30.11. No bargaining unit employee will be required to perform maintenance which requires certification at the facilities.

ARTICLE 31. CONTRACTING OUT

Section 31.1 No emergency services work currently performed by EMT's and Paramedics shall be contracted out. It is understood that emergency situations arise from time to time where the Employer requests assistance from surrounding counties and other emergency service providers to make runs when all of the units are being utilized on other runs. It is also understood that non-bargaining unit personnel may be used from time to time in remote area where their use would greatly expedite the response time. In no case are the above cited exceptions to be used to circumvent the employee's obligations under this Agreement, or with the intent of replacing bargaining unit members.

ARTICLE 32. JOB POSTINGS FOR PROMOTIONS AND FILLING VACANT POSITIONS

Section 32.1 Notice The Employer will determine when a vacancy occurs that requires the notice of posting to be filled. The Employer has no obligation to post management positions or to fill any vacancy.

Section 32.2 Change in Status A bargaining unit member who wishes to request a change in status from full-time to part-time will notify the Employer in writing of the reason for the request and the proposed effective date of the request. The Employer will review the request and, taking into consideration staffing levels and available open slots at the location request, may grant, reject, or offer a different location to the bargaining unit member, the Employer will not unreasonably deny the requested transfer.

Section 32.3 Consideration for Vacant Position When a vacancy occurs in a bargaining unit position the employer determines to fill, the Employer will send a notice to the Union and post the position for five (5) working days at all stations throughout JCEMS systems.

- A. Position shall be awarded on the following basis:
 - 1. The necessary qualifications required by the position including certifications;
 - 2. The ability to perform the essential functions of the position. It is agreed that a full-time employee bidding on another full-time position in the same classification will be considered more qualified since they have already completed a probationary period for that classification.
 - 3. If 1 and 2 are equivalent, the position will be awarded on the basis of seniority.
 - 4. If the vacancy is awarded to the present full-time employee, their position will be posted pursuant to the language in this Section.
- B. The Employer will post the names of the successful bidder within five (5) working days from close of the bidding period.
- C. All postings shall contain the following information:
 - 1. Title of position;
 - 2. Normal schedule of hours to be worked;

3. Rate of pay;
4. Any special qualifications, certification or license necessary;
5. Date of posting;
6. Job description
7. Closing date of posting; and
8. Location and station of job being bid.

Section 32.4 The Employer will notify the Union whenever it wishes to create or fill a position not addressed in this Agreement that performs bargaining unit work. The Union may request a meeting to discuss the eligibility of the position in the bargaining unit and the wage rate thereof.

ARTICLE 33. UNIFORMS

Section 33.1. The Employer shall provide all full-time employees who are members of the bargaining unit two (2) pairs of pants, two (2) uniform shirts, one (1) winter coat upon their initial employment with the Employer.

Section 33.2. The Employer shall provide all dispatchers who are members of the bargaining unit with three (3) polo shirts and two (2) pair of pants upon their initial employment with the employer.

Section 33.3. In addition, each bargaining unit member, on January 1st of every year, shall receive a choice of clothing as described below, that corresponds to their certification and employment status. The uniform items must be purchased at an approved vendor. Any employee whose employment is terminated for any reason, shall return all uniforms, jackets, emblems and patches.

Full Time Field:

Option A

- 2 Uniform Shirts
- 2 Pair of Pants
- 2 Polo Shirts

Option B

- 2 Uniform Shirts OR 1 Uniform Shirt and 1 Polo
- 1 Pair of Pants
- 1 Winter Coat OR Light Jacket

Option C

- 2 Uniform Shirts OR 1 Uniform Shirt and 1 Polo
- 1 Pair of Pants
- 1 Pair of Shoes or Boots

Part Time Field:

Option A

- 2 Uniform Shirts OR 1 Uniform Shirt and 1 Polo
- 1 Pair of Pants
- 1 Polo Shirt or another Uniform Shirt

Option B

- 2 Uniform Shirts OR 1 Uniform Shirt and 1 Polo
- 1 Pair of Pants
- 1 Pair of Shoes or Boots

Full Time Dispatchers/Office:

Option A

- 5 Polo Shirts
- 2 Pair of Pants

Option B

- 3 Polo Shirts
- 1 Sweatshirt

Part Time Dispatchers/Office

Option A

- 2 Polo Shirts

Option B

- 1 Sweatshirt

Option C

- 1 Polo
- 1 Pair of Pants

Section 33.4. Any uniform item destroyed or damaged beyond repair or use on duty time or work may be replaced on a case-by-case basis after a report has been filed with the Field Supervisor or the Director. The Employer will pay up to \$30.00 or the actual cost for the replacement of any personal watch damaged during the shift, whichever is less.

Section 33.5. The Employer will not be responsible for replacing any personal items or jewelry of bargaining unit members lost or damaged during work time.

ARTICLE 34. TRAINING AND EDUCATION

Section 34.1 Provided Training The Employer will provide all members of the bargaining unit all training and refresher courses mandated by any applicable law or regulation, including required materials.

Section 34.2 Time and Attendance These courses will be provided at reasonable times and it will be the employee's responsibility to make sure they attend. Any employee who does not complete twenty-four (24) hours work in the preceding 28 days will be required to pay for the training provided by the Employer. Employees will receive their normal rate of pay for all time spent at mandatory training.

Section 34.3 Dispatcher Training. All Dispatchers shall receive APCO and Emergency Medical Dispatch ("EMD") Training. Such training will be provided within the first six months of employment whenever possible.

ARTICLE 35. SEVERABILITY

Section 35.1 If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court of administrative body of competent jurisdiction to be invalid and unenforceable, the Employer and the Union shall meet to negotiate a clause to replace the clause adjudged to be so invalid and unenforceable. The remainder of the Agreement, except such clause, shall not be impaired or affected.

ARTICLE 36. TERMINATION/DURATION

Section 36.1. This Agreement constitutes the entire contract between JCEMS and the Teamsters Local Union 637 and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, JCEMS and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein, except of the requirements to negotiate in any other Article of this Agreement. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretation of this Agreement.

Section 36.2. This Agreement shall become effective upon ratification by both parties except as otherwise indicated herein, and shall remain in effect for three years.

SIGNATURE PAGE

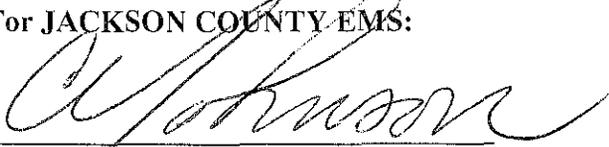
Agreed to this 9th day of OCTOBER, 2012.

For Teamsters Local Union No. 637.:



John Sheriff

For JACKSON COUNTY EMS:



Chris Johnson, Director

**JACKSON COUNTY
COMMISSIONERS:**

Jerry Hall, President

Edmund Armstrong, Member

James Riepenhoff, Member

LEGAL COUNSEL FOR COUNTY:

Brad E. Bennett, Attorney at Law
DOWNES FISHEL HASS KIM LLP