



11-16-2018  
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18-MED-02-0087  
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AGREEMENT BETWEEN

ATHENS COUNTY EMS

AND

THE INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS

ATHENS COUNTY EMS ASSOCIATION  
LOCAL 5126

EFFECTIVE JANUARY 1<sup>ST</sup>, 2018 THROUGH DECEMBER 31<sup>ST</sup>, 2020

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Article 1: Agreement	4
Article 2: Union Recognition Bargaining Rights	4
Article 3: Union Representation	4
Article 4: Authorization / Dues Deduction	5
Article 5: Pledges Against Discrimination and Coercion	7
Article 6: Union Business	7
Article 7: Waiver in case of Emergency	8
Article 8: Labor / Management Meetings	9
Article 9: No Strike – No Lockout	10
Article 10: Special Leave with Pay	10
Article 11: Seniority	11
Article 12: Probationary Period	12
Article 13: Layoff and Recall	13
Article 14: Personnel Files	14
Article 15: File Contents / Contents Procedure	14
Article 16: Written Rules and Directives	15
Article 17: Management Rights	15
Article 18: Safety	16
Article 19: Grievance Procedure	16
Article 20: Successor Agreement	20
Article 21: Discipline and Treatment	20
Article 22: Bulletin Board	21
Article 23: Ballot Boxes	21
Article 24: Subcontracting Out	22
Article 25: Drug and Alcohol Testing	22
Article 26: Sick Leave	24

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Article 27: Work Week and Overtime	27
Article 28: Compensatory Time	27
Article 29: Funeral Leave	28
Article 30: Personal Leave	29
Article 31: Holidays	29
Article 32: Vacation	30
Article 33: Uniforms	31
Article 34: Insurance	32
Article 35: Wages	33
Article 36: Duration	33
Signature Page	34

**ARTICLE 1  
AGREEMENT**

This Agreement is made and entered into by the Athens County EMS (hereinafter referred to as the “Employer”) subject to the approval of the Athens County Board of Commissioners and the International Association of Fire Fighters Local #5126, (hereinafter referred to as the “Union”). This Agreement has as its purpose, to comply with Ohio Revised Code Section 4117 to establish the wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

**ARTICLE 2  
UNION RECOGNITION AND BARGAINING RIGHTS**

**Section 2.1:**

The Employer recognizes the Union as the sole and exclusive bargaining unit for the purpose of collective bargaining for wages, hours, terms, and other conditions of employment for all full-time uniformed employees in the classification of Paramedics, EMT-I and EMT-B (hereafter referred to as “Advanced EMT and EMT” respectively)

The term "bargaining unit" shall be deemed to include all full-time employees included in the bargaining unit as described in the State Employment Relations Board's Decision in Case NO(s). 2018-MED-02-0087 2018-REP

For purposes of this agreement, the bargaining units are deemed as all Full-time Paramedics, Advanced EMT and EMT as well as all Probationary full time Paramedics, Advanced EMT and EMT who have served a 6 month probation.

**Section 2.2** Any and all positions and classifications not specifically included in the bargaining unit shall be excluded.

**Section 2.3** If a new position is created within the department and management determines if the position is included or excluded from the Local 5126 and the Local disputes the determination, the parties shall meet through a Labor Management meeting and attempt to resolve the disagreement. If both parties don't agree, the local reserves the right to seek resolve through the grievance and arbitration process.

**ARTICLE 3  
UNION REPRESENTATION**

**Section 3.1:**

No bargaining union member shall be discharged, disciplined or discriminated against because of his/her activity(s) on behalf of the Union, which does not interfere with the discharge of his/her duties, assignments, or violates any provisions of the agreement.

The Employer shall allow one of three (3) representatives designated by the Union, including the President (and or his designees) to act as a Union representative for the purpose of processing grievances. Such a representative shall be allowed to investigate grievances, process grievances, and attend grievance meetings with the Employer during regular working hours (Monday through Friday, 8:30 a.m. to 4:30

p.m.) without loss of pay. Such investigations and processing of grievances shall be with proper regard to the Employer's operational needs.

**Section 3.2: Rules of Activities**

Rules governing the activity of the Union representative are as follows:

- A. The representative shall identify the reason for the request at the time Union business is requested.
- B. The representative shall not conduct Union activities in any station without notifying

The officer in charge of the station of the nature of the Union activity prior to any Union conducted business.

**Section 3.3: UNION REPRESENTATION TIME OFF**

Any Union Representation time off should be requested though and by the President who then should make a request to the Chief and or their designee. Permission for such request will not be unreasonably withheld.

**ARTICLE 4  
AUTHORIZATION / DUES DEDUCTION**

**Section 4.1: Employer**

The Union will authorize the Employer and the Employer will agree to deduct regular Union membership dues from the same bi-weekly paycheck for which the county employees' share of the healthcare premium is deducted of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee.

A signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will request Auditor to deduct Union dues from the payroll check during the next pay period that Union dues deduction is normally made.

In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

## **Section 4.2: Employees**

The rate at which dues are to be deducted and a list of employees who have authorized deductions shall be certified to the Employer by the Treasurer of the Union by January 2nd of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deduction.

Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement. An employee may only revoke his/her authorization for dues deduction by giving written notice to the Union and Employer with proof of service during the thirty (30) to sixty (60) day period prior to the expiration of this collective bargaining agreement.

The total amount of dues deduction and a list of all employees whose dues have been deducted shall be transmitted to the Union Treasurer within ten (10) days following the date when the deduction was made.

It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in 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 that an error was made, it will be corrected at the next pay period that Union dues deduction would normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

The Employer shall be relieved from making such individual dues deductions upon:

- A. Termination of employment;
- B. Transfer to a job other than one covered by the bargaining unit;
- C. Layoff from work;
- D. An agreed unpaid leave of absence; or
- E. Revocation of the check-off authorization in accordance with the terms of this Agreement.

The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

## **Section 4.3: The Union**

The Local will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Local, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Local. Deductions shall be for the length of this agreement and any extension.

The Union shall provide to the Employer an official roster of its officers and representatives which is to be kept current at all times and include the name, address, home phone number and union office position

held.

Prior to issuance, the President will receive with at least forty-eight hours advance notice a copy of all Employer communications addressing matters covered by the current collective bargaining agreement.

## **ARTICLE 5 PLEDGES AGAINST DISCRIMINATION AND COERTION**

### **Section 5.1: Mutual Pledge**

In accordance with all applicable Federal and State law, neither party will discriminate against any employee based on age, sex, marital status, race, color, creed, national origin, disability, religion, sexual orientation, political affiliation, union activity, membership or non-membership in the union. The Union shall share equally with the Employer, the responsibility for applying this provision of the Agreement.

### **Section 5.2: Non-discrimination**

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union.

Both parties agree that there shall be no discrimination, interference, restraint, coercion, or reprisal by any Employer representative against any employee in the bargaining unit. The Union agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

## **ARTICLE 6 UNION BUSINESS**

### **Section 6.1: Stewards**

The Union is authorized to select one (1) steward per shift or platoon and one (1) alternate per shift or platoon to act in the absence of the steward, or when the steward of a shift or a platoon has been assigned. The Union shall certify in writing to the Employer the names of such stewards. The president or the vice-president of the Union shall have the privileges accorded to a steward. If a steward's name is not listed, he will not be granted time away from his job to conduct approved Union business.

### **Section 6.2: Investigations**

The steward, upon reasonable notice to him and authorization from the Chief or his/her designee, shall be allowed reasonable time off without loss of pay to investigate grievances and alleged grievances. Permission to investigate and/or process such grievances will not be unreasonably denied.

Union representatives will be permitted to investigate and process grievances and to attend stewards' meetings on working time, but without loss of pay, benefits, department

and/or seniority or service. However, such release from duty shall not require overtime personnel to be called in for duty.

**Section 6.3: Union Visitations**

Up to (2) employee representatives of The Union and a district representative from the Ohio Association of Professional Fire Fighters may consult with employees in the assembly or meeting area approved by Management, either prior to the start and or at the completion of the day's work. Union Representatives shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that daily work assignment are not interfered with.

Rules governing the activity of the Union representatives are as follows:

- A. The representatives must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities;
- B. The representatives shall identify the reason for the request at the time Union activity time is requested;
- C. The representatives shall not conduct Union activities in any work area without notifying the supervisor in charge of the area of the nature of the Union activity; and
- D. The representatives shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted or upon the reasonable order of the Union representative's immediate supervisor. If the Employer alleges that any Union representative is violating or abusing the rules of this Section, he shall notify the Vice-President or President. Upon such notice a conference will be scheduled to resolve the matter prior to initiating any disciplinary action.

**Section 6.4: Union Representative Time Off**

The Employer shall provide a paid time off bank of ninety-six (96) hours, total for all Union representatives over the three (3) year period of this collective bargaining agreement, for representatives to use to attend Union functions such as conventions, educational/District meetings, or conferences. The Union President shall decide which union representatives may use the time, and maintain a log, which shall be provided to the employer upon request. Any union representative paid time off not used at the end of the three (3) year period shall be lost.

A Union representative in active work status shall, upon approval of the Chief or their designee, be granted two (2) days annually for attending the OAPFF 5<sup>th</sup> District meetings without loss of pay or benefits. Approval to attend the meetings shall not be unreasonably denied.

**ARTICLE 7  
WAIVER IN CASE OF EMERGENCY**

**Section 7.1:** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Commissioners of Athens County, or the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the



Employer:

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

**Section 7.2:**

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

**ARTICLE 8**  
**LABOR/MANAGEMENT MEETINGS**

**Section 8.1:**

In the interest of sound labor/management relations, the Union and the Employer will meet at agreeable dates and times for the purpose of discussing those matters as outlined below. Two (2) employees representatives of the Union, two (2) representatives of the Employer and one (1) nonemployee representative of the Union and Employer shall be permitted to attend such meetings.

The Union shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which may affect bargaining unit members of the Union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health and safety matters.

Local Union employee representatives attending Labor/Management meetings shall not suffer a loss in pay for time spent in such meetings if held during the employees' regularly scheduled hours of work.

Labor management meetings are not intended to be negotiation sessions to alter or amend the basic agreement in the current C.B.A.

**ARTICLE 9  
NO STRIKE – NO LOCKOUT**

**Section 9.1: No Strike**

The Employer and the Union recognize that a strike would create a clear and present danger to the public health, safety, and welfare, and that the Agreement provides an avenue for the orderly resolution of grievances. Therefore, the Union agrees that there shall be no interruption of services by the employees because of any work slowdown, sick call, strike, sympathy strike, or other concerted effort which affects the Employer or his operations during the term of this Agreement or any extensions thereof.

**Section 9.2: The Employer**

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members during the term of this Agreement unless those employees have violated Section 9.2 of this Article.

**ARTICLE 10  
SPECIAL LEAVE WITH PAY**

**Section 10.1: Military Leave**

Military leave will be granted in accordance with Ohio Revised Code 5923.05, the Uniformed Services Employment and Reemployment Rights Act (USERRA), and all other applicable laws.

**Section 10.2: Jury Duty Leave**

Jury Duty Leave. A fee or expense reimbursement paid to an employee for serving on any municipal, county, federal jury, shall be remitted to the Employer and said employee's regular pay will not be adjusted by reason of service performed unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

The Employer shall not pay an employee who appears in court for criminal or civil cases, when the employee is a plaintiff or defendant. However, in situations in which the employee is subpoenaed to appear as a witness and as a good citizen of the community, payment of lost wages will be made as jury duty leave.

When a full-time employee receives notice for jury duty, he/she shall present such notice to his/her immediate supervisor. A copy will be made of the notice and filed and recorded in the employee's personnel file:

- A. When notified by the court to report for jury duty on a certain day, a time report shall be completed and signed by the assignment commissioner or appropriate court official for each day during jury service setting forth the time and arrival and departure from the court. Such record

shall be presented by the employee to his/her supervisor upon return to work.

- B. When a twenty-four (24)-hour shift employee is required to report for jury duty on a day following his/her regular shift, he/she will be relieved of duty with pay at approximately 11:00 P.M. the night before.

### **Section 10.3: Witness Duty**

Time off with pay shall be permitted to any employee for any time required as a witness in any proceeding where the employee is called to testify as a result of his/her duties and/or position with Athens County EMS. If required to appear on a non-scheduled day, the employee shall be paid under the overtime provisions for time consumed in such appearance, in accordance with the call-back provisions in the contract. This section shall not apply to any employee who is either a plaintiff or complainant or grievant in a civil action or administrative proceeding or arbitration hearing, or a defendant in a criminal action.

### **Section 10.4: Payment for Witness Service**

Upon receipt of payment for witness service, the employee shall submit fees to the County Treasurer.

## **ARTICLE 11 SENIORITY**

### **Section 11.1: Definitions**

The term “department seniority” shall mean the employee’s total length of employment since his/her most recent date of appointment or reappointment to a position within the Athens County EMS (including time with SEOEMS if the employee was employed by SEOEMS immediately prior to being employed by Athens County EMS). The term “appointment” and “reappointment” refers to the process where an individual is appointed or reappointed by the Athens County Board of Commissioners to a paid position. Department seniority shall apply in the case of Layoff, Recall, transfers, and selection of vacation as it applies to articles dealing with such matters.

Seniority shall be defined as the total length of continuous service in a paid status with the Athens County EMS (including time with SEOEMS if the employee was employed by SEOEMS immediately prior to being employed by Athens County EMS) from the employee's most recent date of hire. Seniority shall be lost when an employee: resigns, quits, retires or is terminated for just cause, or is laid off for a period of one (1) year.

### **Section 11.2**

The Employer will provide the President of the Union and each station with one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and on March first of each year thereafter, and or changes (hiring or firing and retirement.) showing the seniority of each employee in the bargaining unit.

Any employee shall have ten (10) days after the list is prepared and posted in each station to protest his

position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period and not subject to the grievance and arbitration procedure found within Article 21.

**Section 11.3:**

Whenever seniority is the determining criteria to any terms and conditions contained in this Collective Bargaining Agreement and two (2) or more employees are tied as to the length of their applicable seniority, the seniority will be awarded based on older EMS certification issue date.

**Section 11.4: Break in Seniority**

The following situation shall not constitute interruptions of continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick or injury leave;
- C. Military leave; and
- D. A lay-off of less than (1) year of employment.

Department seniority shall be broken only by:

- A. Discharge for cause (probationary employees without cause);
- B. Voluntary resignation;
- C. Retirement;
- D. Layoff (more than a year); and
- E. Failure to report to work for a period of five (5) days being ordered to report to work following a Layoff or an expiration of leave of absence.

**ARTICLE 12  
PROBATIONARY PERIOD**

**Section 12.1: Probation**

The probationary period for all newly hired employees shall be twelve (12) months from full time appointment.

**Section 12.2:**

All provisions of the Agreement shall be applicable to probationary employees, except the following:

- A. No Union dues deductions shall occur during the 6 months (180) days of employment.
- B. Probationary dismissals during the one (1) year probationary period shall not be subject to appeal through the grievance and arbitration procedure found within Article 21.

**Section 12.3:**

Probation may be extended upon written agreement of the Employer and Union.

**ARTICLE 13  
LAYOFF AND RECALL**

**Section 13.1:**

The Employer will notify the Union at least fourteen (14) days in advance of its intent to reduce the work force. At the time of the notice, the Employer will provide the Union with a current updated seniority list.

**Section 13.2: Order of Reduction**

- A. All casual, temporary, part-time, new hire probationary and auxiliary employees within the affected classification shall, in that order, be terminated or laid off first.
- B. Thereafter, any additional reductions in the work force shall be made in the inverse order of seniority among the remaining employees.

**Section 13.3: Recall Rights**

Employees displaced through a reduction in the work force shall be recalled or returned to vacancies which thereafter occur in the order of their seniority (most senior-employees recalled first).

Such vacancies shall not be posted and filled from within or shall the Employer hire from the outside until such time as all qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of fifteen (15) calendar months from their effective date of displacement.

**Section 13.4: Recall Notice**

Written notice of recall from layoff shall be sent to the employees last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within five (5) calendar days after receipt of a recall notice shall constitute a forfeiture of an employee's right to recall. Employee who is recalled must return to work within fourteen (14) calendar days upon contacting the Employer.

**Section 13.5: Reduction Severance Pay**

Employees displaced by a workforce reduction shall be entitled, on their last date of employment, to all wages, vacation and compensatory time pay provided by this Agreement which are due to such employees.

**ARTICLE 14  
PERSONNEL FILES**

**Section 14.1:**

Athens County EMS shall maintain one official personnel file on every employee within the bargaining unit. Upon any reasonable request by an employee, the employee shall be permitted to examine his/her official file at any reasonable time in the presence of a representative of the administration and may copy documents in his file.

Employee medical records will be kept in a separate confidential file, not for public view. The IAFF and the members recognize that the administration may be required to disclose information from a member's personnel file pursuant to State or Federal laws and that any disclosure made pursuant to such laws does not constitute a violation of this Agreement.

All parties are subject to state records retention and disclosure provisions as set forth in Chapter 149 of the Ohio Revised Code and local records retention schedules. If anyone other than the employee requests to review a bargaining unit member's personnel file, the Employer will notify the employee of such request when practical

**ARTICLE 15  
FILE CONTENTS / CONTENTS PROCEDURE**

Should any employee have reason to believe that there are inaccuracies in documents contained in his personnel file, he may write a memorandum to the Chief or his/her designee explaining the alleged inaccuracy.

If the Chief or his/her designee concurs with the employee's contention, he shall remove or append a correction to the faulty document or section thereof; however, if the Chief or his/her designee does not concur, he will attach the employee's memorandum to the disputed document.

Any complaint concerning the accuracy, timeliness, relevance or completeness of information in a member's file shall be processed in accordance with Section 1347.09 of the Ohio Revised Code. Nothing in this section shall prevent an employee from filing a grievance seeking correction of alleged faulty documents. The availability of the grievance procedure in such circumstances does not include the right to have the matter proceed through arbitration.

**ARTICLE 16**  
**WRITTEN RULES AND DIRECTIVES**

**Section 16.1:**

The employer agrees that existing work guidelines and division directives shall be reduced to writing and provided to all covered members. The employer also agrees that new and or revised work rules, standards, operating guidelines and division directives shall be provided to members at least ten (10) calendar days in advance of their implementation except in cases of emergency.

All work rules, standard operating guidelines or division directives shall be reasonable and must be applied to all members in a similar circumstance. Work rules, standard operating guidelines or directives cannot violate this agreement

**ARTICLE 17**  
**MANAGEMENT RIGHTS**

**Section 17.1:**

Except to the extent expressly modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of their legal rights to manage the operations of the Athens County EMS, as such rights existed prior to the execution of this or any other previous agreement with the Union. The rights of the Employer shall include, but shall not be limited to, their rights to determine the facts which are the basis of management decisions; to establish, change, or abolish policies, practices, rules, or procedures for the conduct Athens County EMS, its employees, and its service to the citizens of Athens County, Ohio, consistent with the provisions of this Agreement. Such management rights shall also include, but shall not be limited to the following:

- A.** to determine matters of inherent managerial policy which include, but are not limited to areas of direction or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B.** to direct, supervise, evaluate, or hire employees;
- C.** to Maintain and improve the efficiency and effectiveness of governmental operations;
- D.** to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E.** to suspend, discipline, demote just cause, layoff, transfer, assign, schedule, promote, or retain employees;
- F.** to determine the adequacy of the work force;
- G.** to determine the overall mission of the employer as a unit of government;
- H.** to effectively manage the workforce; and
- I.** to take actions to carry out the mission of the public employer as a governmental unit.

**Section 17.2:**

The Employer on its behalf hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility confirmed on and vested in it by the laws and Constitution of the State of Ohio and/or the United States of America.

The exercise of any such right, power, authority, duty, or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the specific express terms of this Agreement.

**ARTICLE 18  
SAFETY**

**Section 18.1: Injury Reports**

The Union shall be given a copy of all bargaining unit employee injury reports. The Union shall also be given a copy of the injured bargaining unit employee's medical records if the employee authorizes the release of such medical records.

**Section 18.2: Recognition**

The Employer recognizes its obligation to maintain a safe working environment. Safety rules and programs shall be consistent with accepted industry standards insofar as budget constraints and available staffing permit. The Union may raise disputes as to compliance with this provision under Article 19.

**ARTICLE 19  
GRIEVANCE PROCEDURE**

**Section 19.1: Preamble**

This procedure is in no way designed as a vehicle for any employee to refuse orders or fail to carry out assigned jobs, but rather to define employee's right to redress orders or job assignments.

**Section 19.2: Grievance Procedures**

**Definition:**

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

- A. It is the Employer well-established policy that any discharge, demotion, suspension, removal or other disciplinary measure shall only be for just cause. To ensure that uniformed employees of ACEMS are aware of their rights, and to establish a uniform policy for processing of employee grievances, the following procedures shall apply:



**Procedures:**

- A. A grievance may be initiated by any employee, the President, or his/her designee, on behalf of bargaining unit members, if the grievance is progressed to arbitration, the President is the only one authorized to carry said grievance. A grievance may be initiated at any Step of this Grievance Procedure if the Chief and the Union President mutually agree, in writing, to waive prior steps.
- B. The time limits prescribed in the following steps in this Article may be extended at any time by mutual consent of the parties. Mutual consent shall be indicated in writing and signed by both parties. Failure to answer a grievance at any step within the prescribed time limits shall be considered a denial of the grievance and it shall automatically proceed to the next step. (This automatic appeal shall not be used as an excuse not to answer a grievance.)
- C. All grievances must be processed at the proper step in the progression-in order to be considered at any subsequent steps of the grievance procedure;
- D. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.
- E. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended or the steps herein waived by mutual agreement of the parties concerned, expressed in writing.

**Step 1. Immediate Supervisor**

A member having an individual grievance will first attempt to resolve it informally with his immediate supervisor Lt./Capt. Such attempt at informal resolution shall be submitted in writing on a grievance form by the member-grievant within ten (10) calendar days of the date on which the grievant became aware or should have become aware (but in no event is it to exceed thirty (30) calendar days of the occurrence, unless purposely concealed by the Employer) of the occurrence or it will be considered not to have existed.

Grievances brought to the supervisor's attention (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered under review.

Within ten (10) calendar days of the submission of the grievance, the supervisor shall submit his/her written response to the grievant. If the grievant is not satisfied with the written response, he/she may pursue the grievance to the next formal step.

Any meetings conducted at this step shall include a grievance representative at the employee's request.

**Step 2. The Chief**

If step one (1) is not satisfactory to the grievant, within ten (10) calendar days the grievance shall be appealed in writing on the grievance form to the ACEMS Chief. The

Chief or his/her designee shall, within ten (10) calendar days, meet with the employee and/or the President of the Union in an attempt to resolve the grievance. Within ten (10) calendar days of such meeting, the Chief shall deliver his/her answer, in writing, to the employee or the President of the Union.

### **Step 3. The Employer**

If the grievance is not satisfactorily settled at Step 2, the employee, with the Union President or his/her designee if the employee desires, may present the grievance in writing to the County Commissioners or their designee. In order for the grievance to receive consideration at this Step, it must be presented within ten (10) calendar days after receipt of the Step 2 answer. The Commissioners or their designee shall meet with the employee, and the President if the employee desires, within ten (10) calendar days after the grievance has been filed at this Step, and a written answer shall be given within ten (10) calendar days after the Step 3 meeting.

With respect to disciplinary matters, once an employee has had a pre-disciplinary hearing before the Employer and once the Employer has made a decision on the discipline, an employee who wishes to contest such discipline shall make a binding election to have such discipline reviewed either by the County Commissioner or under the grievance procedure of this contract.

If the employee elects to have the discipline reviewed under the grievance procedure, the matter shall proceed directly to Step 4 (arbitration), within the thirty (30) calendar day deadline for filing at Step 4 commencing on the date that the Employer's decision on the disciplinary action is received by the employee. A copy will be sent to the Union President.

### **Step 4. Arbitration**

If the answer in Step 3 is not satisfactory to the Union, the grievance may be submitted to arbitration.

- A.** Any grievance which is not resolved through the grievance procedure may be submitted to arbitration upon the request of the Union; such request to be made, in writing, to the Employer within thirty (30) calendar days of the Union's receipt of the County Commissioner's answer to Step 3 of the above grievance procedure.
- B.** Simultaneously with the submission of the request for arbitration, the Union shall request that the Federal Mediation and
- C.** Conciliation Service submit a panel of seven (7) names to the Union and the Employer, from which a single arbitrator shall be selected. Each party shall have the right to reject an entire panel once per year. Upon receipt of that panel, the parties shall select the arbitrator by alternately striking names from such panel until one name remains, that person to be appointed as arbitrator for purposes of the specific grievance involved. The first party to strike a name in the selection process shall be determined by a flip of a coin.

- D.** The arbitrator, in rendering the decision, shall state which provisions, if any, of the Agreement were violated; the arbitrator shall not add to or subtract from the terms of this Agreement.
- E.** All proceedings under this Article shall commence and be carried to a conclusion as expeditiously as possible, subject to the availability of the arbitrator and the parties' representatives and witnesses.

The arbitrator shall limit his decision to a specific issue outlined in a submission agreement and strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement. The arbitrator shall be without power or authority to make any decision:

1. Contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law;
2. Concerning the establishment of wage rates not negotiated as part of this Agreement;
3. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievances or practices; or
4. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such a practice, policy, rule or regulation does not conflict with the Agreement.

In cases of suspension or greater, the arbitrator shall have the authority to recommend modification of said discipline if it is determined by the arbitrator that the Employer did not have just cause for the given discipline at the time the discipline was issued. In the event of a monetary award, not including suspension or discharge, the arbitrator shall limit any retroactive settlement to the date the employee knew or should have known of the occurrence of the event or condition upon which the grievance is based in accordance with Step 1. Monetary awards resulting from suspensions shall be limited to the period of time or portion thereof during which the affected employee was suspended.

- F.** Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Employer, the Union, and any employee involved in the matter.

The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcripts.

If the arbitrator decides the grievance is non-arbitrable or decides for the Union on arbitrability but against the Union on the merits, the Union should be considered the losing party.

**G.** The decision of the arbitrator shall be final and binding upon the parties hereto. The decision shall be rendered within thirty (30) days following close of hearing. Where post-hearing briefs are filed, the hearing shall be considered closed upon the arbitrator's receipt of such briefs.

**H.** More than one grievance may be submitted to the same arbitrator at a time only if both parties mutually agree to do so in writing.

## **ARTICLE 20 SUCCESSOR AGREEMENT**

This agreement shall be binding upon any employee organization that, during the term of this agreement, succeeds the Union as the recognized employee organization to represent the employees covered by this agreement.

## **ARTICLE 21 DISCIPLINE AND TREATMENT**

### **Section 21.1: Just Cause**

Any discharge, demotion, suspension, removal, or other disciplinary measure shall be only for just cause.

### **Section 21.2: Employee Copies**

The Union President and the employee will receive a copy of all memoranda sent to the Chief and/or appearing in the employee's personnel file documenting or constituting disciplinary or counseling actions, except where an employee requests that same not be sent to the Union.

### **Section 21.3: Stay of Discipline**

When a grievance has been filed concerning a disciplinary action, i.e., corrective action resulting in the loss of pay which would be irreversible once implemented, that disciplinary action shall not be implemented until after the grievance process has been exhausted.

### **Section 21.4: Actions Not Grievable**

Counseling actions (including memoranda of counseling) are not reviewable under the grievance procedure. Evidence of such counseling (including memoranda) shall not be considered in subsequent disciplinary proceedings except to discredit an employee's defense that he/she was never informed of a job performance or conduct problem at issue, applicable work rule, and/or was never informed of the steps to take in order to correct the problem.

**Section 21.5: Union Representation**

When any discussion by the Employer with an employee is investigatory and not simply the occasion for announcing predetermined discipline and the Employer reasonably expects may result in disciplinary action, the Employer is required to advise the employee prior to the beginning of the discussion that the employee may request the presence of a Union representative. The right to Union representation is not otherwise required when the discussion is strictly between a superior officer and the employee. However, when in the course of such discussion, it becomes apparent to the superior officer that disciplinary action could result, the superior officer is required to advise the employee that the employee may request the presence of a Union representative before the discussion continues.

**Section 21.6: Complaints**

Any citizen who files an official complaint which leads to disciplinary action against an employee shall submit a written, signed statement setting forth the information which is the basis of said complaint.

**Section 21.7: Employer Initiation**

The Employer may initiate an investigation upon becoming aware of possible wrong doing by an employee, even though a formal complaint may not have been filed.

**ARTICLE 22  
BULLETIN BOARD**

The Employer shall provide reasonable space on bulletin boards used by the bargaining unit at each station for the use of union notifications and news, posters, elections and information reports of non-political standing committee's publications that would be accessible to the employees.

All other notices of any kind not covered above must receive prior approval of the Employer or his designated representative.

**ARTICLE 23  
BALLOT BOXES**

**Section 23.1: Use of Ballot Boxes**

The Union shall be permitted, with prior notification to the Employer, to place ballot boxes at all stations for the purpose of collecting member's ballots on Union issues. Such boxes are the sole property and responsibility of the Union. Neither the ballot boxes nor the ballots shall be subjected to the Employer's review. All ballot boxes shall be removed ASAP after the Union issues have been determined.

**ARTICLE 24  
SUBCONTRACTING OUT**

**Section 24.1:**

The Employer shall not contract or subcontract out any work normally performed by bargaining unit employees which directly results in layoff of those employees. The Employer shall not contract or subcontract out work that would normally be performed by bargaining unit employees during the first one-year period that the bargaining unit employees are laid off.

**ARTICLE 25  
DRUG AND ALCOHOL TESTING**

**Section 25.1:**

Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful manner or is otherwise under the influence of alcohol while working may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern or abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or, independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

**Section 25.2:**

Initial tests shall be made by a medical professional or institution qualified to administer such tests. Confirmatory drug screening tests shall be conducted by medical laboratories meeting the standards of the United States Department of Transportation. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

**Section 25.3:**

Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

**Section 25.4:**

The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer. A representative from the bargaining unit shall have a right of access to the results upon request of the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

**Section 25.5:**

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the, manner prescribed above.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

**Section 25.6:**

If after the testing required above has produced a positive result, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work.

Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits should it be necessary for the employee to be placed on medical leave of absence without pay for a period, not to exceed ninety (90) days.

**Section 25.7:**

If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

**Section 25.8:**

Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

**Section 25.9:**

The Employer may conduct four (4) tests on an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

**Section 25.10:**

The provisions of this Article shall not require the Employer to offer a Rehabilitation / detoxification program to any employee more than once.

**Section 25.11:**

All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with State and/or Federal law.

**Section 25.12:**

This article does not apply to drug and alcohol testing of applicants who are given a contingent offer of employment by ACEMS.

**ARTICLE 26  
SICK LEAVE**

**Section 26.1: Sick Leave Accrual**

Sick leave shall be earned at the accrual rate of 0.0575 hours per hour of work of in active pay status, including paid vacation, overtime, and sick leave, but not during an unpaid leave of absence or layoff. Unused sick leave shall accumulate without limit.

**Section 26.2: Retention of Sick Leave**

An employee who transfers from another public agency to Athens County, or who has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that section, so long as he is employed by the County except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his reemployment with Athens County provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service. The words "public agency" as used above means those entities required to provide sick leave under R.C. 124.38 and 124.382, including the state, counties, municipalities, all boards of education, civil



service townships, etc., within the state. Villages, private industry councils, libraries organized as non-profit corporations, and other entities not required to provide sick leave under R.C. 124.38 or 124.382 are not "public agencies." Notwithstanding the above or Section 6.4, Sick Leave Conversion, if any person removed for conviction of a felony within the meaning of R.C. 124.34 is subsequently reemployed by the County, such person is only qualified to accrue sick leave as if he or she were a new employee receiving no credit for prior service.

### **Section 26.3: Expiration of Sick Leave**

If illness or disability continues beyond the time covered by earned sick leave, the employee may utilize other accumulated and authorized paid leave, or may be granted a disability separation, Family and Medical Leave, a personal leave, or voluntary disability separation in accordance with the appropriate policy covering such leaves. It is the employee's responsibility to request a leave of absence on the standard "Request for Leave" form. The employee must submit a written request since leaves of absence are not granted automatically when the employee's sick leave expires.

### **Section 26.4: Charging of Sick Leave**

Sick leave will be granted to an employee only upon recommendation from the immediate supervisor and approval by the ACEMS Chief(s) or his designated representative for those reasons as outlined in Section 5 below. Sick leave shall be charged in minimum increments of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

### **Section 26.5: Uses of Sick Leave**

Sick leave may be granted for the following reasons subject to the approval of the ACEMS Chief(s):

1. Illness, injury, or a pregnancy or childbirth-related condition of the employee or a member of the immediate family. (In case of a member of the immediate family\*, the ACEMS Chief (s) may approve sick leave when it appears justified, after careful investigation, where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.);
2. Death of a member of the immediate family (Sick leave usage is limited to a maximum of forty-eight (48) hours and is not required to be taken consecutively (See also Section \_\_ Funeral Leave)
3. Medical, dental, or optical examination or treatment of employee or a member of the immediate family, where the presence of the employee is reasonably necessary, and which cannot be scheduled during nonworking hours (Employees should make every effort to schedule medical appointments during nonworking hours. If this is not possible, the employee shall notify his immediate supervisor twenty-four (24) hours in advance of the appointment.);
4. If a member of the immediate family is afflicted with a contagious disease or requires the care of the employee; or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;

5. Donation of leave to co-worker in accordance with leave donation programs established pursuant to O.R.C. 124.391.

\*For the purpose of this article, "immediate family" shall be defined as: husband, wife, child, mother, mother-in-law, father, father-in-law, step-parents, step-children, step-siblings, sister, sister-in-law, brother, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, a legal guardian or other person who stands in place of a parent.

#### **Section 26.6: Evidence Required for Sick Leave Usage**

The employee shall be required to complete, sign, and deliver, to his supervisor a standard Request for Leave Form explaining the nature of the illness to justify the use of sick leave. This form shall contain sufficient facts to satisfy the ACEMS Chief(s) that the use of sick leave is justified and shall be completed as soon as possible. If medical attention is required, the ACEMS Chief(s) may require a certificate stating the nature of the illness signed by a licensed physician to justify the use of sick leave and to determine if the employee is medically capable to return to work. Application for sick leave should be filed in advance for scheduled appointments or immediately upon the employee's return to work. Employees shall not be entitled to sick leave payment unless and until they have submitted the above application, and it is approved by the ACEMS Chief(s). Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

#### **Section 26.7: Notification by Employee (Call-In Procedure)**

When an employee is unable to report to work, he or she shall notify his or her immediate supervisor or other designated person within two (2) hours prior to the time he or she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or other arrangements are made with the employee's immediate supervisor. Employees working in departments which operate on a twenty-four (24) hours a day basis must report off not less than two (2) hours prior to the start of their scheduled shift. Sick leave is not approved by the individual answering the telephone; this person only documents the fact that the employee did give proper notification. When notifying his or her supervisor the employee shall indicate the nature of the illness, whether he or she plans to seek medical attention and shall leave an address and telephone number where he or she may be contacted. Sick leave is only approved after the employee has submitted the required request for sick leave and the ACEMS Chief(s) has agreed that the request is justified.

Sick leave shall not be granted to an employee who arrives for work after his required starting time and did not call in according to the established call-in procedure, to indicate he would be late or absent for part of the day. Employees failing to follow the above notification procedures will be considered absent without leave (A.W.O.L.), will be subject to disciplinary action, and will not be paid for such absence. Exhaustion of sick leave benefits is no excuse for failure to notify.

#### **Section 26.8: Abuse of Sick Leave**

The ACEMS Chief(s) may initiate investigations of any employee's absence. The employee may be required to submit to a medical examination, visit, or other inquiry which the ACEMS Chief(s) deems

necessary to justify the use of sick leave. Employees intentionally failing to comply with sick leave rules and regulations or falsifying documents shall be subject to appropriate disciplinary action including denial of sick leave payment and discharge. Application for sick leave with intent to defraud may result in discharge and refund of salary or wage paid.

**Section 26.9: Physician Statement**

Employees with an illness or disability exceeding two (2) consecutive shifts shall be required to furnish a statement from his physician notifying the ACEMS Chief(s) that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the ACEMS Chief(s) may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

**Section 26.10: Physical Examination**

The ACEMS Chief(s) may require an employee to take an examination conducted by a licensed practitioner to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, disability separation leave, or other appropriate leave, or make application for disability retirement. The cost of such examination shall be paid by the County.

**ARTICLE 27  
WORK WEEK AND OVERTIME**

**Section 27.1:**

The work week shall be defined as a seven (7) day period and shall begin at 08:01 hours Friday morning and end at 08:00 hours the following Friday Morning.

For purposes of this agreement, the term "shift" shall be defined as a twenty-four (24) hour scheduled period of work beginning at 08:01. The scheduled work week shall consist of 24 hours on duty followed by 48 hours off duty.

**Section 27.2:**

For the purpose of this article, employees shall be paid at one and one-half times (1 ½) their hourly rate for all hours actually worked in excess of forty (40) in a work week.

**ARTICLE 28  
COMPENSATORY TIME**

**Section 28.1:**

The ACEMS Chief(s) may allow an employee to accumulate compensatory time in lieu of overtime pay. Any employee not designated as FLSA overtime exempt, may elect to take compensatory time off in lieu

of overtime pay for overtime worked. Compensatory time taken during the same workweek that the overtime occurred shall be at straight time calculation. Compensatory time off not taken during the same workweek that the overtime occurred shall be computed on a time and one-half (1 ½) basis and shall be granted by the ACEMS Chief(s) at the employee's regular base hourly rate at a time mutually convenient to the employee and the Appointing Authority within 180 days after the overtime is worked, or within a time to be specified by the Chief(s).

**Section 28.2:**

Request for compensatory time accumulation in lieu of overtime pay must be made in writing to the ACEMS Chief(s) prior to the end of the payroll period, otherwise the employee will be paid for any authorized overtime.

**Section 28.3:**

Once the employee has submitted a written request to accumulate compensatory time during a pay period he may not thereafter transfer the compensatory time into an overtime payment except in the event of the employee's termination of employment or separation from ACEMS.

**ARTICLE 29  
FUNERAL LEAVE**

**Section 29.1:**

Any eligible employee may be granted usage of sick leave, upon approval of the ACEMS Chief(s) for a maximum of forty-eight (48) working hours, which does not need to be taken on consecutive shifts, in the event of a death of an immediate family member. If a member needs to leave during his or her shift, that time shall not count towards the forty-eight (48) hours of funeral leave and shall only come off of the members sick leave. For the purpose of this policy, "immediate family" shall be defined as: husband, wife, child, mother, mother-in-law, father, father-in-law, step-parents, step-children, step-siblings, sister, sister-in-law, brother, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, a legal guardian or other person who stands in place of a parent. Such leave shall be for the purpose of attending the funeral, making funeral arrangements, and performing other such duties related thereto.

**Section 29.2:**

Upon approval of the ACEMS Chiefs, an employee may be granted an unpaid personal leave day to attend the funeral of a friend or relative not considered a member of the employee's immediate family. An employee may choose to use accumulated vacation or compensatory time for this purpose if he or she has such time available.

**ARTICLE 30  
PERSONAL LEAVE**

**Section 30.1:**

Full-time personnel shall receive forty-eight (48) hours of paid personal leave each calendar year.

**Section 30.2:**

Personal leave may be taken in one (1) hour increments.

**ARTICLE 31  
HOLIDAYS**

**Section 31.1:**

Members shall have the following paid Holidays

New Year's Day (Super)	First Day of January
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	Eleventh Day of November
Thanksgiving Day (Super)	Fourth Thursday in November
Christmas Day (Super)	Twenty-Fifth Day of December

The length of a Holiday is from Midnight to Midnight.

**Section 31.2:**

Employees who are required to work on a holiday will receive one and one half (1 & ½) times their regular pay for all hours actually worked on the holiday in addition to his/her regular hourly rate. Employees who are mandated to work overtime on a Super holiday shall be paid (2) times their regular pay for all hours actually worked on that holiday.

**Section 31.3:**

In the event that the Athens County Board of Commissioners passes a resolution which designates an additional holiday for their non-bargaining unit employees, those EMS bargaining unit employee who actually work during the same hours of such an additional holiday shall receive the same amount of hours at one and one half (1 & ½) times their regular pay.

**ARTICLE 32  
VACATION**

**Section 32.1:**

All full-time employees shall begin accrual of vacation with pay after two (2) full weeks of continuous service with the County. The accrual balance will be credited to the employee but will not be available for use as approved vacation leave until the employee has completed his or her probationary period. The amount of vacation leave of service as follows:

<u>Years of Service:</u>	<u>Vacation Leave:</u>	<u>Rate of Accrual:</u>
Over 1 year	2 weeks	0.3875 per hour worked
Over 7 years	3 weeks	0.575 per hour worked
Over 13 years	4 weeks	0.775 per hour worked
Over 20 years	5 weeks	0.9625 per hour worked

**Section 32.2:**

Full-time employees who are in active pay status for less than their number of regularly scheduled, non-overtime hours in any pay period will receive prorated vacation accrual credit for only those non-overtime hours they were in active pay status during that pay period.

**Section 32.3:**

On or after October 25, 1995, employees will receive credit for prior service with the state or any political subdivision of the state for purposes of receiving prospective vacation accumulation, per O.R.C. 9.44. Examples of political subdivisions include counties, cities, villages, and boards of education, but do not include private industry councils, libraries organized as nonprofit corporations, or other entities that are not actually political subdivisions even though their employees may pay into PERS. However, if the Board of Commissioners elects to count prior service with a prior employer by resolution, the affected employee may retain such credit as of October 25, 1995. Employees who feel they are entitled to such prior service credit should have the previous employer, state, or other political subdivision notify the Appointing Authority in writing of the dates and in what position the employee was previously employed. The employee shall not be entitled to such prior service credit until official notification has been delivered to the Appointing Authority. Notwithstanding any of the above, if any person removed for conviction of a felony within the meaning of R.C. 124.34 is "subsequently reemployed" by the County, such person is only qualified to accrue vacation as if he or she were a new employee receiving no prior service credit.

**Section 32.4:**

Vacation leave is accumulated based on pay periods, and additional vacation leave is not accrued through

the accumulation of paid overtime. No vacation is accrued while an employee is not in active pay status.

No employee will be entitled to vacation leave nor payment for accumulated vacation until he or she has completed their probationary period.

**Section 32.5:**

Vacations are scheduled in accordance with the work load requirements of each work unit. Vacation requests must be submitted in writing to the ACEMS Chief(s) or his or her designee for approval, prior to the employee taking the time off. Employees will be denied payment for any absence not approved by the ACEMS Chief(s). The form, "Request For Leave," as provided in Section 11 herein, is a sample of the form used to request vacation leave.

**Section 32.6:**

Generally, vacation leave shall be taken by an employee within the twelve (12) month period following the employee's anniversary date. The ACEMS Chief(s) may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in writing by the ACEMS Chief(s) in advance and must be in response to special circumstances. No vacation leave shall be carried over for more than three (3) years. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years or which has not been approved for accumulation by the ACEMS Chief(s).

**Section 32.7:**

Upon separation from the County's payroll an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued but unused vacation leave to his credit at the time of separation. In case of death of an employee such unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code to the employee's survivors or his or her estate. Lawfully accrued vacation shall mean vacation accumulated with the written permission of the ACEMS Chief(s) within the preceding three (3) years.

**ARTICLE 33  
UNIFORMS**

**Section 33.1:**

Members of the bargaining unit shall receive a uniform allowance of \$400.00 per year payable on or before March 15th of each of the contract years. Bargaining unit employees assigned to the "floater position" at the time the uniform allowance is paid shall receive an additional \$100.00 per year for a total uniform allowance of \$500.00 per year.

The uniform allowance is provided via a quartermaster system with the uniform allowance being provided

by January 31<sup>st</sup>. Any allowance not used by August 1<sup>st</sup> shall be lost.

Athens County EMS shall ensure that all bargaining employees have been provided with the following:

Two (2) pairs of pants  
Two (2) shirts  
One (1) pair of boots  
One (1) belt

Replacement of the above shall be borne by the employee out of their uniform allowance.

## **ARTICLE 34 INSURANCE**

### **Section 34.1:**

The parties agree that bargaining unit members shall have the same plan offerings made available to them as are provided to all other non-bargaining County employees who are paid out of the general fund (with the exception of the County Board of Election employees). Contributions rates shall be the same as all other such employees of the total insurance premium for major medical, prescription, dental and vision for single and family plans.

The County shall choose the carrier.

For the insurance plans described in this section, the Employer shall continue to provide benefits and coverage substantially equivalent to the level of benefits and coverage presently provided.

### **Section 34.2:**

The Employer agrees to provide and pay for a \$30,000 Life Insurance Policy.



**ARTICLE 35  
WAGES**

**Section 35.1: Wage Rates**

Effective the first full pay period upon execution of this agreement, the hourly wage rates for bargaining unit positions shall be as follows:

Base Rate for EMT:	\$11.65
Base Rate for Advanced EMT:	\$12.01
Base Rate for Paramedic:	\$14.10

Effective the first full pay period in 2019, a 3% increase and the hourly wage rates shall be as follows:

Base Rate for EMT:	\$12.00
Base Rate for Advanced EMT:	\$12.39
Base Rate for Paramedic:	\$14.52

Effective the first full pay period in 2020, a 3% increase and the hourly wage rates shall be as follows:

Base Rate for EMT:	\$12.36
Base Rate for Advanced EMT:	\$12.76
Base Rate for Paramedic:	\$14.96

**ARTICLE 36  
DURATION**

**Section 36.1:**

With the exception of Article 35, this Agreement shall become effective January 1, 2018 and continue until 11:59:59, December 31, 2020. The wage rates contained within Article 35 take effect as specifically set forth in Article 35.

**Section 36.2:**

If either party desires to modify, amend, or terminate this Agreement, it shall give notice of such intent no earlier than ninety (90) calendar days prior and not later than sixty (60) calendar days to the expiration date of this Agreement. Such notice shall be pursuant to the State Employment Relations Board (O.A.C. 4117-09-02). The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

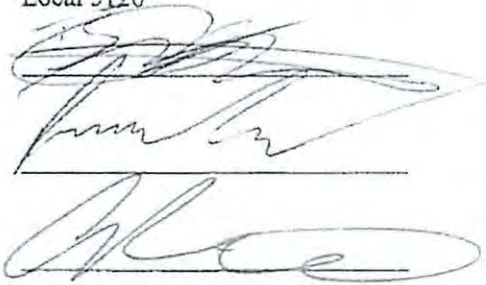
**Section 36.3:**

The provisions of this Agreement constitute the entire agreement between the Employer and the Union and may be amended in writing by Agreement of the parties.

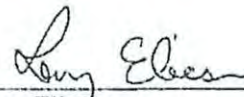

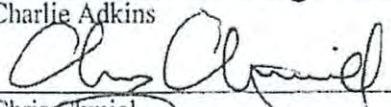
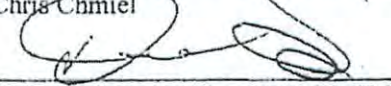
SIGNATURE PAGE

In witness whereof, the parties have executed this Agreement as of the 9<sup>th</sup> day of OCTOBER, 2018 in Athens County, Ohio.

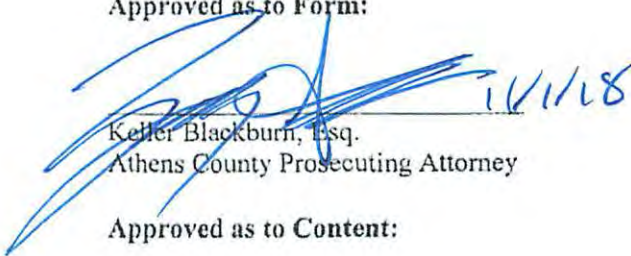
**The International Association of Fire Fighters**  
Athens County EMS Association  
Local 5126



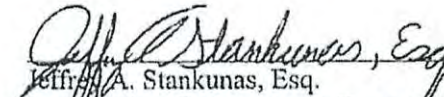
**Athens County Board of Commissioners**

  
Lenny Eliason  
  
Charlie Adkins  
  
Chris Chmiel  
  
Chief Rick B. Callebs, BPA, EMT-P

Approved as to Form:

  
Keller Blackburn, Esq.  
Athens County Prosecuting Attorney

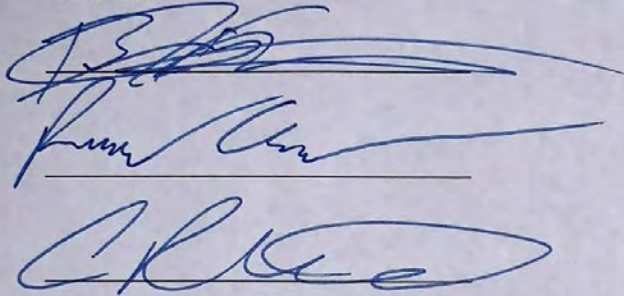
Approved as to Content:

  
Jeffrey A. Stankunas, Esq.  
Isaac Wiles, Burkholder & Tector, LLC

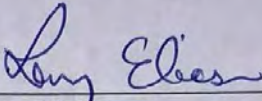

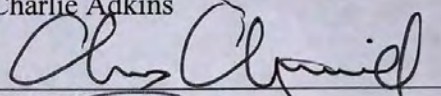
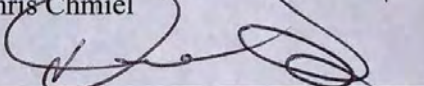
**SIGNATURE PAGE**

In witness whereof, the parties have executed this Agreement as of the 9<sup>th</sup> day of OCTOBER, 2018 in Athens County, Ohio.

**The International Association of Fire Fighters**  
Athens County EMS Association  
Local 5126



**Athens County Board of Commissioners**

  
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Keller Blackburn, Esq.  
Athens County Prosecuting Attorney

**Approved as to Content:**

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