



**AGREEMENT
BETWEEN**

**DELAWARE COUNTY
EMERGENCY MEDICAL SERVICES**

AND

**INTERNATIONAL ASSOCIATION OF EMTs
AND PARAMEDICS, LOCAL R7-11, NAGE-SEIU**

**SERB CASE NO.
2023-MED-07-0542**

**EFFECTIVE - November 1, 2023
THROUGH -October 31, 2026**

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ARTICLE 1 – PREAMBLE AND DEFINITIONS

Section 1.1 – Preamble.

This is an Agreement between the Delaware County Board of Commissioners (referred to as "Employer" or "County" or "Department"), and the International Association of EMTs and Paramedics, Local R7-11, NAGE-SEIU, ("IAEP" or "Union"), collectively referred to as "the Parties," to establish the wages, hours, terms, and conditions of employment between the parties. The parties intend the terms of their Agreement to supersede any Ohio Revised Code provision on the subjects. The responsibility of the Commissioners with regard to their Agreement is limited to their authority as established by the laws of the State of Ohio.

Section 1.2 – Definitions.

- "Bargaining Unit Seniority" shall mean the uninterrupted service time in any classification in the bargaining unit.

- "Service Time" Time of employment with Delaware County.

- "Classification Seniority" (also sometimes referred to as "time in grade") shall mean the uninterrupted service time in any classification in the bargaining unit an employee has as a bargaining unit employee in:
 - a. Classification of EMT
 - b. Classification of Advanced-EMT
 - c. Classification of Paramedic.
 - d. Classification of Lieutenant

Time worked in any classification as a non- bargaining unit employee shall not count toward "Classification Seniority."

- "County" Delaware County.

- "Days" Calendar Day unless specified otherwise.

- "Director" Director of Emergency Medical Services, who is also the Chief Officer of the Department. Director will also mean those who are authorized on their behalf, i.e., "designee".

- "Employee" Those individuals employed in the classifications included in the bargaining unit described in Article 2.

- "Grievance" A "grievance" is a timely written complaint concerning the interpretation or application of the express written

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provisions of their Agreement.

- "Grievant" "Grievant" means an employee or the IAEP.
- "S.O.G." The Department "Standard Operating Guidelines."
- "Shift" or "Tour of Duty" or "Work Day" or "Tour" The 24 hour or other period an employee is assigned to work.
- "Promotion" Change in classification from EMT to Advanced-EMT to Paramedic or Paramedic to Lieutenant (see section 26.5).
- "New Hire" Employees entering or re-entering the bargaining unit.

Section 1.3 - Pronouns and Gender Reference.

Any specific gender pronoun reference contained within the four corners of their contract shall not be construed to or intended to be directly specific to any formal identity of gender. The terms "he", "she", "him", "her", "Mr.", "Mrs.", "Ms", "Miss", etc., all should be interpreted to mean "they".

ARTICLE 2 - RECOGNITION

Section 2.1 – Representatives.

The County hereby recognizes the Union as the sole and exclusive representative for all employees included within the bargaining unit described in Section 2.2 of their Article on matters related to wages, hours, and other terms and conditions of employment, and the continuation, modification, or deletion of an existing provision in their Agreement, and the resolution of grievances arising under their Agreement.

Section 2.2 - Bargaining Unit.

The bargaining unit shall be all full-time employees in the following classifications: EMT, Advanced-EMT, Paramedics and Lieutenants. The bargaining unit shall not include supervisors, managers, professional or confidential employees, casual or seasonal employees, and others excluded by Ohio Revised Code Chapter 4117.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 - Management Responsibilities.

Except as specifically abridged, delegated, granted or modified by a specific and express written terms or provisions of their Agreement, the Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in management by the laws and the Constitution of the State of Ohio, including but not limited to their right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, and organizational structure; determine, and from time to time re-determine as management desires, the number, location, relocation, and type of its operations, and the methods, processes, materials and means to be used in its operations, and to establish combine, move, relocate, or split up operations; discontinue processes or operations or discontinue their performance by employees in the unit covered by their Agreement; establish and change work hours, work schedules and assignments; hire, assign, direct, supervise, and evaluate employees and issue, modify and implement County and Department work rules and policies, and/or standard operating guidelines for employees; maintain and improve the efficiency and effectiveness of operations by any means desirable to management; determine the overall methods, processes, means, or personnel by which operations are to be conducted; suspend, discipline, demote, or terminate employees for just cause; lay off, transfer, promote, or retain employees; determine the adequacy of the work force; establish starting rates of pay; determine the overall mission of the Employer's office as a governmental unit; effectively manage the work force; and take actions to carry out the mission of the Employer.

Section 3.2 - Exercise of Rights.

The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of their Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Employer may exercise any or all of the management rights set forth in their Article III without prior negotiation with or agreement of the Union.

Section 3.3 - Contracting Out.

The Employer agrees that contracting work, which will result in a reduction of the bargaining unit by termination or layoff, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

Section 3.4 - Drug/Alcohol Testing.

The Employer expressly retains the right to test the employees for drugs and alcohol, consistent with state and federal law.

ARTICLE 4 - NO STRIKE / NO LOCKOUT

Section 4.1 - No Strike.

The Union and employees covered by their Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of or interference with the work in or about the Employer's premises, or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any Employees covered by their Agreement honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises, or any job sites in Delaware County, Ohio on which services are being performed, during the life of their Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any person affecting the work of such employees.

Any employee engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in paragraph 4.1 above during the life of their Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their termination and/or any actions provided for in Ohio Revised Code Chapter 4117.

Section 4.2 - Lockout.

The Employer shall not lock out the employees during the term of their Agreement.

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ARTICLE 6 – UNION DUES DEDUCTION

Section 6.1 - Written Authorizations.

During the term of their Agreement and upon written instruction by the Union, the Employer shall instruct the Auditor to make periodic dues deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written dues deduction authorization to the County. Written dues authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit or the written authorization is revoked by the employee.

Section 6.2 - Notice.

The Union shall advise Human Resources and the County Auditor, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of dues to be deducted. Dues deductions shall only be made for a pay period when actual wages are earned. If union dues are owed for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the Auditor to deduct such dues out of future paychecks only upon the express written direction of the Union.

Section 6.3 - Remittance to Union.

The Employer shall instruct the Auditor to deduct the dues from each payroll check. Dues deducted pursuant to their Article shall be remitted to the Union within a reasonable amount of time but in no case later than thirty (30) days from the deduction. Any alleged error in dues deduction must be submitted in writing no later than the calendar month following the alleged error or will be deemed waived.

Section 6.4 - Revocation.

There shall be no dues deductions for employees who do not become or remain members in good standing of the Union and/or who revoke dues authorization in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting dues deductions.

Section 6.5 - Save and Hold Harmless.

The Union agrees to hold the Employer and the County Auditor harmless for any dues deducted and remitted to the Union pursuant to the provisions of their Article.

ARTICLE 7 – PROBATIONARY PERIODS

Section 7.1 - New Employees/Transfers.

Newly hired employees and employees transferred into the bargaining unit must complete a probationary period of three hundred sixty-five (365) days.

Employees promoted from the classification of EMT to Advanced EMT or paramedic must complete a probationary period of one hundred eighty (180) days. During their probationary period, an employee may be returned to their former position.

Employees appointed to the classification/rank of Lieutenant must complete a probationary period of one hundred eighty (180) days. During their probationary period, an employee may be returned to their former position.

The Employer shall have the sole discretion to evaluate the performance of the employee during the probationary period.

All provisions of their Agreement shall apply to new employees in their initial probationary period, or transfer from a non-bargaining unit position, including any extensions of the probationary period, except new and transfer employees may be disciplined, including termination, suspension, etc., and the discipline will not be grievable nor may it be submitted to arbitration by either the employee or the Union.

By mutual agreement, a probationary period may be extended for a period of up to one hundred eighty (180) days for new and transfer employees and employees appointed or promoted to the classification of paramedic.

Section 7.2 – Discharge/Termination.

Newly hired (including those who had been working part-time) probationary employees may be terminated or transferred back out of the bargaining unit (full-time to part-time) at any time during their probationary period without recourse to the grievance procedure or under civil service law.

Bargaining unit employees serving a probationary period pursuant to section 7.1 of their Agreement ~~or~~ may be returned to the classification held prior to their promotion for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of the Agreement or under civil service laws, or otherwise subject to challenge. All other discipline taken against an employee serving a promotional probationary period is subject to the provisions of Article 8 of their Agreement.

Section 7.3 – Pay Upon Promotion and Demotion.

Pay rates for employees promoted or demoted pursuant to their Article shall be governed by Section 26.5 of their agreement.

ARTICLE 8 - CORRECTIVE ACTION, MAINTENANCE OF CERTIFICATION

Section 8.1 - Discipline for Just Cause.

Employees may be disciplined or terminated for just cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, and any other acts of misfeasance, malfeasance, or nonfeasance. Employees may also be disciplined or terminated for any violation of the Employer's current rules or policies or SOGs or rules or policies or SOGs hereafter put into effect, including violation of the Ethics of County Employment, so long as these policies are not in conflict with other provisions of their Agreement. Nothing in their Article precludes the right of the Employer to terminate or transfer an employee under the provisions of Article 7 - Probation.

Section 8.2 - Punctuality.

Employees shall be present, in uniform, and ready to work at their scheduled starting times and at the assigned work site. The Union recognizes that punctuality of employees is of vital importance.

Section 8.3 - Failure to Return from Leave & Inappropriate Use of Leave.

Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including termination, in accordance with the regular policy on absences without leave. If the Director or their designee determines that an employee is using a leave of absence for a purpose other than the purpose for which it was granted, they may immediately revoke the leave of absence, order the employee back to work, and may impose appropriate discipline on the employee, up to and including termination.

Section 8.4 – Forms and Notice of Discipline.

Examples of the types of discipline that may be imposed under their Article are: (1) oral reprimand; (2) written reprimand; (3) working (paid) suspension; (4) suspension without pay; (5) forfeiture of earned leave; (6) demotion, reduction in position and/or reduction in pay; (7) termination, or (8) other discipline appropriate to the infraction.

If discipline is issued, the Employer will provide the employee written notice of the type of discipline being imposed and the reasons for the discipline. Counseling, evaluations, and performance improvement plans are not deemed or to be considered as discipline.

Section 8.5 –Discipline.

For minor infractions, the principles of progressive disciplinary action will ordinarily be followed. Generally, for a single minor, non-serious infraction, counseling or a reprimand will normally precede working suspensions, suspension without pay, reduction in pay, forfeiture of leave, and/or rank, termination, or other discipline appropriate to the infraction. The commission of multiple minor offenses, whether similar or dissimilar in nature, will result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation.

Certain offenses are serious enough to warrant more severe discipline up to and including immediate discharge/termination without regard to previous reprimands or discipline. To their end, the Board of Commissioners and/or the Director reserves the right and discretion to deviate from their progression for offenses which are deemed serious enough to warrant such action. For allegations of a serious nature which may result in a suspension with or without pay, a demotion including a reduction in pay and/or rank, or termination, the County may place a member on administrative leave with pay pending a determination on final disciplinary action, if any.

Section 8.6 – Pre-disciplinary Process.

Before imposing a reduction in pay, demotion, suspension or removal, the Director or their designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain their behavior. The employee has the right to be accompanied at the conference by one representative of the employee's own choosing. The conference will be scheduled as promptly as possible by the Director or their designee. The Director or their designee may impose reasonable rules on the length of the conference.

If it is determined that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, the Employer may suspend the employee without pay for up to three days following a preliminary due process hearing and while pending the conference provided for in their Section to determine final disciplinary action. If in such a situation, the Director determines at the conference that no discipline of the employee is appropriate, the employee shall receive back-pay and benefits for the period of suspension without pay.

Section 8.7 - Rules of Conduct.

The Director may issue or modify work rules for employees. The County policies and rules for conduct of County employees apply to employees of their Department. Certain offenses are serious enough to warrant immediate termination without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

- a. Theft of or intentional or reckless damage to property of the County or the public;
- b. Theft of or intentional or reckless damage to the property of a fellow employee;
- c. Insubordination towards management personnel or the uttering of threatening or abusive language to management or to the public;
- d. Intoxication, working under the influence or the use of alcohol or an illegal controlled substance while on duty, improper use or possession of illegal controlled substances, or conviction for the sale of any illegal controlled substance at any time, on or off-duty;
- e. Falsification of any County records or employment records;
- f. Physical Violence.
- g. Criminal Convictions: however, pending criminal charges shall not limit the ability of the Employer to discipline the employee for the underlying circumstances or other violations of work rules, policies, and standards of the SOGs;

- h. Harassment;
- i. Loss of driver's license or otherwise deemed uninsurable by the County's insurance carrier;
- j. Dishonesty.

Section 8.8 - Supersede Civil Service Law, Exclusive Remedy.

Ohio Revised Code Section 124.34 is superseded by their Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article 3, except employees terminated under Article 7 - Probation who shall not have any right to appeal a probationary termination.

Section 8.9 - Discipline Records.

A copy of any record of disciplinary action, which has been placed in the employee's file, shall be provided to the employee at the time of placement. In the event that there is no intervening discipline issued to the employee, the following shall apply:

- a. Documented oral reprimands will cease to have force and effect after twelve months;
- b. Written warnings will cease to have force and effect after twelve months;
- c. Records of suspensions will cease to have force and effect after twenty-four months.

Once discipline has ceased to have force and effect, the original copy of the action will be removed from the employee's personnel file upon request and kept on record with the Employer as required by the Ohio Revised Code.

Section 8.10 – Maintenance of Certifications and Licenses.

As a condition of continued employment with the County, each member shall obtain, possess and maintain the minimum qualifications established for the member's position, which qualifications for all members currently include, but are not limited to, the following:

- a. Certification as a State of Ohio Emergency Medical Technician, Advanced Emergency Medical Technician or Paramedic.
- b. Certification in Basic Life Support for Healthcare Providers.
- c. Any member who is certified as a Paramedic shall maintain uninterrupted certification as a Paramedic.
- d. A current and valid State of Ohio Driver's License.
- e. Maintain insurability under all County automobile and/or liability insurance policy(ies).
- f. Such other and/or additional certifications, licenses, qualifications and/or levels of training as may be established for full-time paramedics by federal or state law, rule or regulation, and/or the County's EMS Departmental Policies or EMS Patient Care Guidelines.

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Employee responsibility to maintain certifications and licenses. Members shall be solely responsible to maintain and renew all such certifications and licenses. In order to confirm the ongoing validity of a member's EMT, Advanced-EMT or Paramedic certification, Driver's License and insurability under the County plan, the County reserves the right to examine the certification, licensing status and driving record of a member, and the members shall assist in their examination or sign any authorization which might be necessary to complete the examination.

ARTICLE 9 - PERSONNEL FILES

Section 9.1 - Review of File.

An employee shall be allowed the right of review of their personnel file and be entitled to the rights and protections of O.R.C. 1347.01, Personal Information Systems provisions.

Section 9.2 - Written Statement.

Should any employee have reason to believe that there are inaccuracies in documents contained in their file, the member may notify the Employer in writing of the alleged inaccuracy. The employee shall have the right to submit a written statement detailing their objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member.

ARTICLE 10 - VACANCIES, ASSIGNMENTS, AND SCHEDULING

Section 10.1 Vacancy; Posting.

A vacancy occurs when the Employer intends to fill an open (current or new) position and posts the position. The Employer is not required to fill any position posted pursuant to their Article. Any time a position is posted, the posted position shall be filled according to the listed criteria in Section 10.2 below.

Section 10.2 - Procedure.

The Employer will fill vacancies as follows:

Posting. Except as provided below, the Director, or their designee, shall post the vacancy notice, naming the available job. The posting shall be for a minimum of ten (10) calendar days. Interested candidates may have their applications considered by filing an application with the County Human Resources Department by the end of the posting period.

Selection. The Employer shall select the candidate they deem most qualified based on their job related experience, training, test results, and educational background needed to perform the duties of the posted job. After a list is posted, candidates may be removed from the list, without resort or recourse to the grievance procedure, for disqualifying conduct, including disciplinary action. With regard to Lieutenant positions, the Director, or their designee, shall post a list as needed. The list will expire after twelve (12) months unless the current list of candidates is exhausted.

Section 10.3 - Crew Schedules.

Crew schedules are established by the Director.

Section 10.4 - Transfers and Assignments.

The Director determines all transfers and assignments. When the Director determines to change an employee's duty days on a permanent basis, the Director shall provide the employee with thirty (30) calendar days' notice. The employee may choose to move duty days prior to the thirty (30) calendar day period upon mutual agreement with the Director.

ARTICLE 11 - CONFORMITY TO LAW

Section 11.1 - Supersede.

This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of their Agreement by reasons of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 11.2 - Conflict with New Laws.

If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of their Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of their Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 11.3 - Reopen Contract.

In the event that any portion of their Agreement is rendered invalid or unenforceable, the Employer and the IAEP will, at the request of either party, promptly enter into negotiations relative to the particular provisions deemed or rendered invalid or unenforceable. The remaining provisions of the Agreement will remain in effect.

ARTICLE 12 - LABOR RELATIONS MEETING

Section 12.1 - Purpose.

In the interest of sound labor relations, the Director and/or their designee shall, unless mutually agreed otherwise, on a mutually agreeable day and time, meet with not more than three (3) officers of the Union to discuss those matters addressed below. Additional representatives may attend by mutual agreement.

Section 12.2- Meetings and Agenda.

At least five (5) days in advance of such scheduled meetings, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending. There shall be no publication of the agenda or release of the information concerning the labor relations committee's deliberations or recommendations without the advance notice of both the Union President and the Director or their designee. The purpose of such meetings shall be to:

1. Discuss the administration of their Agreement;
2. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
3. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency;
6. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
7. Consider and discuss health and safety matters relating to employees.

Section 12.3 - Special Meetings.

If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 12.4 – Non-bargaining.

Labor-Relations meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Neither party is required to continue meeting after the third hour of a labor-relations meeting.

ARTICLE 13 - STANDARD OPERATING GUIDELINES

Section 13.1 Union Notification.

The Director agrees that SOG's shall be provided to the IAEP in advance of their enforcement. (The duty to notify has no effect on the Director's authority to issue SOG's.) SOG's shall not violate their Agreement. The Union may request within seven (7) days of notice of new or revised SOGs to meet with the Employer in a Labor Relations Meeting to discuss new or revised SOGs.

Section 13.2 Employee Notice, Posting.

Employees shall be notified of new or revised SOGs which notice may be through electronic means, e.g., County intranet, County E-mail, or current online notification platform. Employees will be responsible to read and acknowledge new or revised SOGs. The Employer will also post by electronic means the current collective bargaining agreement between the parties.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Intent and Purpose, Good Faith, Informal Resolution.

The grievance procedure is specifically designed to deal with all alleged violations of their contract and it replaces any procedure provided by the State Personnel Board of Review. All matters arising out of their contract are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith. Probationary terminations or removals are not grievable.

All employees are encouraged to informally discuss with their Captain grievances or concerns regarding the interpretation or application of the terms of their Agreement. Such discussions shall not delay or extend the timelines and requirements for filing grievances. The union is also encouraged to discuss informally any grievances or concerns.

Section 14.2 - Definitions.

a. **Grievance:**

A "grievance" is a timely written complaint concerning the interpretation or application of the express written provisions of their Agreement.

b. **Grievant:**

"Grievant" means an employee or the IAEP.

c. **Days:**

"Days" means Monday through Friday excluding County recognized holidays.

Section 14.3 - Representative.

The grievant is entitled to IAEP representation at any step of the grievance procedure. The availability of the IAEP representative does not affect the running of the timelines at any step of the grievance procedure. An off-duty steward may meet with the grievant to discuss the grievance during the grievant's regular shift.

Section 14.4 - Time Limits.

Any time limit imposed upon the handling of a grievance shall commence on the date of receipt. Time limits may be changed at any step of the grievance procedure by mutual agreement of the grievant and the Employer, which shall be confirmed in writing, which may include email communications.

The timelines imposed on the grievant are to be strictly construed unless the Director expressly extends the timelines in writing. If a grievant fails to meet a timeline, the grievance shall be dismissed. If no decision is rendered by the receiving Captain, Assistant Chief or Director within the applicable time requirements, the grievance shall proceed to the next successive grievance step. If a grievance is not timely pursued to the next step the grievance will be deemed withdrawn.

Section 14.5 - Grievance Procedure.

Step 1. The grievant must file a written grievance with an Assistant Chief within fourteen (14) days of the occurrence giving rise to the grievance. All written grievances, in order to be effective for consideration, shall contain the following: (1) the facts of the grievance; (2) the specific contract provision(s) alleged to be violated; (3) the remedy sought; and (4) the signature of the grievant.

The Assistant Chief has fourteen (14) days from the time the grievance is received from the grievant to reply to the grievant. If the Assistant Chief denies the grievance or fails to respond in a timely fashion, the grievant may proceed to Step 2 by submitting the grievance to the Director within seven (7) days after receiving the Assistant Chief's decision, or immediately after the seven (7) day period expires.

Step 2. This step begins at the time that the grievance is received by the Director. The Director, or their designee, may choose to meet with the IAEP representative or the grievant, or both, within seven (7) days of receiving written notification of the grievance, and shall submit a written decision to the grievant within seven (7) days.

Section 14.6 - Arbitration

Arbitration. If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure and the Local President determines to proceed to arbitration, it may be appealed to a mutually selected arbitrator. Such appeal must be presented to the Director by the IAEP, in writing, within fourteen (14) days from receipt of the Director's response or if the Director fails to respond within the time limits (set forth in Step 2) to the grievance. The Union shall contact the Employer to select an arbitrator within fourteen (14) days of filing the appeal. If the parties are unable to mutually select an arbitrator the Union shall request a list of arbitrators from FMCS, SERB, or AAA. Failing to mutually agree upon an arbitrator from the panel provided, the parties shall strike names alternately, with the parties' right to strike the first name to be determined by a flip of a coin. The Union shall notify the arbitrator of their selection and request dates for the arbitration hearing within twenty-one (21) days of the selection. The parties may, upon mutual agreement, request that the arbitrator mediate the grievance. If the parties are unable to mediate a resolution, the matter shall proceed to arbitration. All decisions reached by the arbitrator shall be final and binding on both parties. If the arbitrator denies the grievance, their fee and expenses will be paid by the IAEP. If the arbitrator grants the grievance, the County will pay the arbitrator's costs.

Jurisdiction of the Arbitrator. The arbitrator's jurisdiction is strictly within the four corners of their Agreement. Their authority must be derived from the express, written provisions of their Agreement. The arbitrator cannot add to, amend or modify in whole or part any provision of their Agreement.

ARTICLE 15 - SENIORITY

Section 15.1 - Probationary Period; Seniority.

A probationary employee shall have no seniority until they satisfactorily completes the probationary period as a full-time employee. Time worked in any classification not in the bargaining unit or as a part-time employee shall not count toward "Classification or Bargaining Unit Seniority."

Section 15.2 Loss of Seniority.

An employee's seniority shall cease when one or more of the following occurs:

- a) Terminated for just cause;
- b) Layoff exceeding twelve months;
- c) Refusing recall or not reporting for duty as defined in Section 16.3;
- d) Retirement;
- e) Failure to return upon expiration from an approved leave of absence; or
- f) Resigns (unless reinstated under Section 15.3)

Section 15.3 Seniority Frozen; Reinstatement.

Leave Department. Bargaining unit members who leave the Delaware County EMS Department and are reinstated to a bargaining unit position within one hundred and eighty (180) calendar days shall have their seniority restored upon rehire to a bargaining unit position but shall not have credit for seniority for the time not in a bargaining unit position.

Leave Bargaining Unit/Remain with the Department. Employees who leave a bargaining unit position and remain employed by the EMS Department with no break in service in the Delaware County EMS Department and return to a bargaining unit position shall have their seniority restored upon return to a bargaining unit position but shall not have credit for seniority for the time not in a bargaining unit position.

Section 15.4 - Station Transfers.

For purposes of station transfers, classification seniority precedes bargaining unit seniority.

ARTICLE 16 - LAYOFF AND RECALL

Section 16.1 – Layoffs.

The County will follow the procedures in Ohio Civil Service law for layoffs except as modified in their Article. The County will notify the Union thirty (30) days prior to the date of a layoff.

Section 16.2 - Order of Layoff.

Layoffs, or recalls after layoffs, will be determined by bargaining unit seniority. The least senior employee within each affected classification shall be laid off first and the most senior employee who is laid off within each classification shall be recalled first. Employees with higher classifications who are laid off may displace less senior employees in successively lower classifications. Part-time employees within each affected classification shall be laid-off before any full-time employees in the affected classification. However, if the Director, using ordinary and reasonable discretion, determines that an employee whose seniority entitles them to be retained or recalled does not have the ability to perform the available work the Director need not retain or recall the employee. The Director, in order to determine whether an employee has the ability to perform available work may utilize documentation submitted by the employee or order the employee to be evaluated by a physician, determined and paid by the County.

Section 16.3 - Recall.

If the Department fills part-time positions while full-time employees remain on layoff, the full-time employees on layoff will have the first opportunity for those part-time positions. Full-time employees electing or declining recall to available part-time positions will remain on the recall list for full-time positions for the duration of the recall period. To be eligible for recall employees must possess the necessary certifications or licenses for their classification.

In the event of recall, employees will be notified of recall via personal service or certified letter sent to the employees last known address on file. The employee will have five (5) calendar days to respond to the Human Resources Department and accept or reject recall. Employees that accept recall will have fourteen (14) calendar days to report for duty.

Employees who return from recall will have their seniority and rate of pay restored at time of layoff. Benefits will be restored effective the first full month after recall.

No employee shall be hired until all employees on layoff have been eliminated either through recall, waiver or elimination.

Recall rights shall exist for 365 days from the effective date of the layoff.

Section 16.4 - Good Faith Discussions.

Prior to the effective date of any layoffs, the Employer will offer the Union an opportunity to enter into good faith discussions between the parties regarding the necessity and extent and alternatives to any prospective layoff through the labor relations meetings described in Article 12 of their Agreement.

ARTICLE 17 - MISCELLANEOUS

Section 17.1 - Safe Working Conditions; Duty to Report.

The Employer intends to furnish and maintain in satisfactory working condition, the necessary tools, facilities, vehicles, supplies, and equipment required for members to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, or avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the County.

Section 17.2 - Bulletin Boards.

The Employer agrees to provide either a bulletin board or bulletin board space for use by the Union. All union notices which appear on the bulletin boards shall be signed, posted, and removed by the Union President or their designee. No material may be posted on the Union bulletin boards which contain the following:

- a. personal attacks upon any employee or County employee or officials;
- b. scandalous, scurrilous or derogatory attacks upon the administration; or
- c. commentary regarding a candidate for elected office or issues or for office in the Union.

Section 17.3 - Mileage Reimbursement.

Employees who are required to use their own vehicles for Department business shall be reimbursed at the current County rate for mileage traveled.

For purpose of their section, Department business is defined as mandated overtime that requires travel from station to station, floaters required to travel from station to station, or other travel from station to station to fulfill staffing requirements as determined by command staff. "Trades" or voluntary overtime that requires travel from station to station does not meet the definition of Department business.

Section 17.4 - Union Ballot Boxes.

The Union shall be permitted, upon prior notification to the Director, to place ballot boxes in all EMS stations for the purpose of collecting member's ballots on all Union issues subject to ballot. Such boxes shall be property of the Union and their contents shall not be subject to the Department's review. Responsibility for boxes rests with the Union. Use of boxes shall not interfere with the operations of the Employer.

ARTICLE 18 - UNIFORMS

Section 18.1 - Initial Issue.

The County agrees to provide each full-time employee, the following service uniform clothing:

- Three pairs of fatigue pants
- Three fatigue shirts with appropriate markings, optional long sleeve for one shirt
- Two items total of job shirts or wind shirts
- One belt
- One pair of black shoes or boots
- Safety glasses

Section 18.2 – Personal Protective Equipment

The county agrees to provide the following personal protective equipment to each full-time employee:

- One set of protective / safety gear, to include pants, coat, rescue helmet, and rescue gloves
- One ballistic vest
- Safety glasses- non-prescription or Safety glasses- prescription of a one-time reimbursement of up to \$175 throughout the term of the contract
- Traffic safety vest

The County shall provide three ballistic helmets on each medic for use by employees.

Section 18.3 – Physical Fitness Clothing

The County agrees to provide the following clothing to be used for on-duty physical fitness activities:

- Physical fitness shorts
- Physical fitness shirts

Section 18.4 - Replacement.

The County agrees to replace all damaged or worn items issued as part of the required uniform. The Director, or designee, reserves the right to determine whether an article is damaged or worn sufficiently to warrant replacement, and may require the employee to turn in the clothing being replaced. Employees may not wear any of the items listed above when they are not on duty.

ARTICLE 19 - UNPAID LEAVES OF ABSENCE

Section 19.1 - Disability Leave.

A. Unpaid Disability Leave Requested by the Employee. If an employee's illness or disability continues beyond the time covered by their earned sick leave, they may request an unpaid disability leave or other unpaid leave of absence. Employees may also use earned vacation time or compensatory time after exhausting sick leave, but before applying for an unpaid disability leave.

An employee may request an unpaid disability leave for up to six (6) months if they continues to be injured, ill, or physically or mentally incapacitated from the performance of the regular duties of their position after they have exhausted their accumulated sick leave, compensatory time and vacation. Employees on unpaid disability leave shall not accumulate leaves (sick or vacation) or receive longevity pay. Employees who are not able, at the expiration of the unpaid disability leave, to perform all the functions and duties of their classification will be deemed separated from employment.

To be eligible to return from unpaid disability leave, the employee may be required to authorize the release of medical records or at the discretion of the Employer, submit to an examination. Refusal or failure to submit records or be examined will be deemed separated.

B. Involuntary Disability Leave or Disability Separation from Employment. The Employer may place an employee on unpaid disability leave after the employee has exhausted vacation, sick leave and compensatory time if, after an informal hearing concerning their condition, it is determined that the employee is unable to perform the regular duties of their position because of illness, injury, or other physical or mental disability. Prior to the hearing, the County may require the employee to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, at the County's expense. Ordinarily, if the employee is hospitalized or institutionalized at the time of the request, the disability leave may be granted without examination. If, upon completion of the examination, it is determined that the employee is unable to perform the regular duties of their position for the six (6) month period of unpaid leave, the Employer may separate the employee.

C. Reinstatement, Permanent Separation. Within one (1) year from the expiration of the unpaid disability leave or disability separation, the employee may apply for reinstatement. After receipt of a timely application for reinstatement, the County may require examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and shall designate the person to conduct the examination. To be eligible for reinstatement the employee must authorize the release of examination results. The County shall pay for the examination. If the examination discloses the employee has recovered from the disability and is otherwise able to perform the regular duties of their position, the County shall reinstate the employee to their former or similar available

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position within thirty (30) calendar days from their written application and completion of examinations. If, upon completion of the examination, it is determined that the employee is unable to perform the regular duties of their position for greater than six (6) months, the Employer may permanently separate the employee.

D. Early Return from Disability Leave. If a disability leave of absence is granted for a definite period of time, at the discretion of the Director, the employee may be reinstated before the expiration of the leave.

E. Follow Up Examinations. It will be the responsibility of employees to be available for follow-up examinations, to be paid by the Employer, and submit all documentation on request of the Employer.

Section 19.2 - Family and Medical Leave.

The Employer may implement all aspects of the Family and Medical Leave Act in its discretion to the extent allowed by and not inconsistent with their Agreement and the Act.

Section 19.3 - Military Leave.

Military Leave will be administered in accordance with the federal and state law.

ARTICLE 20 - PAID LEAVES

Section 20.1 - Sick Leave.

Each employee shall earn .0656 hours paid sick leave for each hour of regular work. Unused sick leave shall be accumulated without limit. Sick leave shall be used in good faith. A violation of their Article is subject to Article 8 of their Agreement (Corrective Action).

Effective January 1, 2021, sick leave shall be counted as hours worked for purposes of calculating overtime but only for overtime associated with employees' regularly scheduled hours of work (i.e. the built in overtime of eight hours in the weeks employees are scheduled to work 48 hours and 32 hours in the weeks employees are scheduled to work 72 hours.) Sick leave shall not be considered as hours worked for any other overtime worked by employees.

Balance Transfers:

An employee who transfers from one County office to another or who transferred or is hired from another public employer in Ohio to County employment within ten (10) years of service, shall be credited with the unused balance of their sick leave accumulated in their prior service. The employee is responsible for obtaining certification of their previously accumulated sick leave.

Use:

Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, or patients, and for absence due to illness, or injury in the employee's immediate family where the employee's presence is necessary.

Misuse, Abuse:

Misuse, abuse, or patterned use of sick leave may be grounds for disciplinary action.

Immediate Family:

"Immediate Family" for include: grandparents, great grandparents, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents, father-in-law, mother-in-law, spouse, children, step-children; grandchildren, and legal guardian; or other persons who stand in the place of a parent to the employee.

Reporting Absence:

An employee who is absent due to one of the above reasons must report their absence one (1) hour before their shift begins or prior to reporting off sick while on duty.

Deduction:

When sick leave is used it shall be deducted from the employee's sick leave credit on the basis of one hour of sick leave for every hour of absence from previously scheduled work.

At Death:

Upon death the of an employee, unused accumulated sick leave shall be paid to their spouse, children or parents, if any, in that order, or to their estate. Payment for accumulated sick leave at the time of death shall be based on the employee's regular rate of pay at the time of their death, with one such hour of pay for every two (2) hours of accumulated sick leave. If the employee's death was in the line of duty, payment for accumulated sick leave at the time of death shall be one hour of pay for each hour of accumulated sick leave.

At Separation:

Upon resignation or retirement from Delaware County, the County will pay employees who have ten (10) years of service with the Department one-fourth (1/4) of their accumulated sick leave.

Section 20.2 - Funeral Leave.

An employee may be absent with pay for up to one two twenty-four (24) hour tours, to be deducted from sick leave, upon the death of an immediate family member as defined in Section 20.1 (d) and the following: grandparents-in-law, aunts and uncles. Sick leave used under their section for funeral leave purposes shall count as hours worked for purposes of overtime.

Section 20.3 – Court and Jury Duty Leave.

Employees may be excused from work for jury duty or when subpoenaed to court when such subpoena results from an incident that occurred when the employee was on duty with the County. Whether or not the court appearance arising from such a subpoena is on a scheduled work day, the employee shall be paid for all such time in court.

Employees called to and reporting for panel and/or jury duty during their scheduled work day shall be compensated by the County at the regular rate of pay for the normal work day. Time on jury duty is not hours worked for computing overtime. The employee must give their Captain prior notice and proof of their jury duty call, and submit their jury fee to the County Treasurer in order to receive their regular pay.

Section 20.4 - Union Leave.

The Union President and/or their designee(s) shall be granted up to a total of one hundred fifty (150) hours of time off with pay, upon prior approval, for the duration of the collective bargaining agreement, for the purpose of attending negotiations or labor relations meetings. All Union leave must be reported to the Director or their designee prior to the time taken.

Section 20.5 – Personal Leave

Employees shall be entitled to personal leave up to two (2) times each year when scheduled to work in increments of not less than two (2) hours. Personal leave shall not be used in connection with other forms of leave and shall not be deducted from the employee's sick leave balance. Unused personal leave shall not carry over into the next calendar year. Time spent on personal

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leave shall not count as actual hours worked for overtime purposes. Personal leave may only be used for approved hours of work or previously scheduled duty days.

Personal leave shall be used to attend to important personal matters which cannot be conducted at times other than scheduled work time, or unforeseen emergency situations, and shall not be used for gainful employment or recreation. Employees will use their emergency exception responsibly. If used for an emergency situation, personal leave may be used in conjunction with other leaves. Employees shall provide an explanation, if requested, for the use of personal leave.

ARTICLE 21 - STANDARD WORK WEEK AND OVERTIME

Section 21.1 - Work Schedule.

The normal schedule shall consist of 24 hours (one work day, shift or tour of duty) on duty followed by 48 hours off duty. The Employer retains the right to modify schedules. If the Employer modifies the 24/48 schedule or the start time of a shift, it will provide the affected employees with 120 days advance notice, unless the parties mutually agree on a shorter period.

Section 21.2 - Compensatory Time.

Employees shall be entitled to elect to receive compensatory time in lieu of overtime pay. Compensatory time shall accrue and be counted on a one (1) for one (1) basis, i.e.; one hour earned equals one hour accrued, but shall be paid out at an overtime rate of one and one-half hours for each compensatory hour used. Employees shall be allowed to accrue up to 160 hours of compensatory time. Compensatory time must be used within 180 days of the time it is earned. The Director, or their designee, may deny a compensatory time request for a certain time if they determines that the Department operations will be interrupted. Compensatory time used will not be counted towards hours worked.

Section 21.3 - Call-Back.

When an employee is called back to work by the Director, or their designee, for hours of work not abutting their regular work shift, he shall be paid for at least two (2) hours.

Section 21.4 - Overtime Rotation.

Overtime will be distributed on a rotating basis in accordance with the applicable SOGs.

Section 21.5 - Employee Trades.

An employee shall be permitted to trade time with another employee upon submitting the trade into the County's scheduling software. The hours worked for a trade shall not be considered hours worked for overtime. Where one employee substitutes for another, each employee will be credited as if they had worked their normal schedule for that shift. Trading of shifts outside of the normal work schedule will not be authorized (e.g. overtime shifts).

In the event of an unforeseen circumstance, an employee may call their assigned station to make arrangements with another employee to provide coverage. This may only occur twice in any 6 month period. The duty lieutenant or the acting lieutenant must be notified. Additionally, the trade shall be completed on the County's scheduling software immediately upon the employee's arrival. If no one is willing to trade, the employee calling shall speak with the duty or acting lieutenant, and indicate that they will be late. The duty or acting lieutenant shall notify an on-duty Captain.

Trades shall not impede department operations. Both employees are required to have at least 48 hours of sick and/or personal time accrued to be eligible to trade. Employee's agreeing to work a trade who are late or absent without leave at the time they are scheduled to work shall be held accountable, not the employee for whom they are working. When an employee calls off for a

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trade time or fails to report for duty, that employee shall have that amount of time deducted from their sick leave bank, but will not be paid for the deducted sick leave. Employees who show a pattern of not honoring trades will be ineligible for trades for a period of one year.

When submitting the trade into the scheduling software, both days that will be traded must be indicated. Trades must be paid back within a ninety (90) calendar day period.

In the case of trades, employees may work a total of 48 hours. After 24 hours of continuous work time, an employee will not operate emergency vehicles.

ARTICLE 22 - VACATIONS

Section 22.1 - Vacation Leave Accrual.

An employee (after completion of one full year of service) shall have earned two weeks of vacation leave with full pay. Thereafter, an employee shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

<u>For 24-48 Hour Employees</u>	
1 to 7 years service	120 hours
8 to 14 years service	168 hours
15 to 24 years service	216 hours
25 or more years of service	264 hours

Section 22.2 - Unpaid Absence.

No vacation is earned while an employee is on layoff or unpaid leave.

Section 22.3 - Vacation Leave Scheduling.

Vacation schedules will be arranged pursuant to the applicable SOG.

Vacation leave shall be counted as hours worked for purposes of calculating overtime but only for overtime associated with employee’s regularly scheduled hours of work (i.e. the built-in overtime of eight hours in the weeks employees are scheduled to work 48 hours and 32 hours in the weeks employees are scheduled to work 72 hours).

Section 22.4 - Payment on Death.

In the case of an employee’s death, earned, but unused vacation leave shall be paid to the person designated in writing by the employee on a form to be provided by the Employer at the deceased employee’s then hourly rate of pay. If no person has been designated or if the designated person is deceased, such earned, but unused vacation pay shall be paid under the applicable provisions of the Revised Code (See R.C. Sections 325.19(E) and 2113.04).

Section 22.5 - Carryover.

An employee may carry over earned vacation leave for three years with the approval of the Director.

ARTICLE 23 - HOLIDAYS

Section 23.1 - Holidays.

The employees shall receive eight (8) hours of straight-time pay or, if electing to receive all the time as compensatory, will accrue at the following rate: 5.34 hours of straight time:

- | | |
|--------------------------------|-------------------------------|
| 1. New Year's Day | (January 1) |
| 2. Martin Luther King Day | (third Monday in January) |
| 3. Washington-Lincoln Day | (third Monday in February) |
| 4. Memorial Day | (last Monday in May) |
| 5. Juneteenth Day | (June 19) |
| 6. Independence Day | (July 4) |
| 7. Labor Day | (first Monday in September) |
| 8. Veterans Day | (November 11) |
| 9. Thanksgiving Day | (fourth Thursday in November) |
| 10. Day after Thanksgiving Day | (fourth Friday in November) |
| 11. Christmas Day | (December 25) |

Section 23.2 - Additional Holidays.

Employees shall receive four (4) hours of straight-time pay on Little Brown Jug Day and Christmas Eve Day, or if electing to receive all the time as compensatory, will accrue at the following rate: 2.67 hours of straight time.

ARTICLE 24 - TRAINING

The County will make available to each employee the opportunity to take a paramedic refresher course, ITLS, PALS, ACLS, CPR (or equivalent training/courses) and continuing education. The County will pay for the course and compensate the employee for the time spent taking the course. The employee must fill out proper documentation and submit it to the Director.

ARTICLE 25 - HEALTH INSURANCE

Section 25.1 - Coverage.

The Employer shall maintain a group health benefits plan for the bargaining unit. The plan shall be the plan in effect for the employees of the County generally (management and non-management employees alike). The Employer may implement reasonable changes in the health benefits plan so long as the changes are implemented for County employees generally.

Section 25.2 - Changes to Insurance.

If the County decides to change the health insurance benefits, they will inform the Union President thirty (30) days prior to the effective date of the new benefits (or less than 30 days if less than 30 days' notice is received by the County from the insurance carrier), and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

ARTICLE 26 - WAGES

Section 26.1 - Current Bargaining Unit Members.

All current bargaining unit members' pay rates will be increased effective the first full pay period of 2024 as set forth in Appendix A.

Section 26.2 - New (Probationary) Bargaining Unit Members.

A newly hired full-time employee and employees transferring into the bargaining unit may be placed at a wage rate to be determined at the sole discretion of the Employer but not below the entry rate or more than ten percent (10%) above entry rate.

Section 26.3 - Salary Scale.

Newly hired employees or employees going from part-time status to full-time status shall not be eligible for scheduled across-the-board annual adjustments that occur during their probationary period but shall receive the across-the-board increase the first full pay period following completion of the probationary period.

All bargaining unit member's pay rates will be at or above the entry rates listed below for the period of their Agreement. All members will receive their annual pay increase in the first full pay period of each calendar year during the contract period, with the exception of those who fail to receive acceptable performance evaluations, as defined in Section 26.4 below. Probationary period employee raises shall be according to the provisions of Section 26.5.

Position	2024 Minimum		2025 Minimum		2026 Minimum	
	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
EMT	\$15.50	\$51,584.00	\$16.12	\$53,647.36	\$16.76	\$55,777.28
AEMT	\$16.00	\$53,248.00	\$16.64	\$55,377.92	\$17.31	\$57,607.68
Paramedic	\$19.25	\$64,064.00	\$20.02	\$66,626.56	\$20.82	\$69,288.96
Lieutenant	\$22.00	\$73,216.00	\$22.88	\$76,144.64	\$23.80	\$79,206.40

The base wage rates will be adjusted yearly, as listed above. Bargaining unit employees shall receive a four percent (4%) increase effective in the first full pay period in 2025 and a four percent (4%) increase effective in the first full pay period of 2026. Any new employee will start at the base wage listed above based on hire date, unless section 26.2 applies.

Section 26.4 - Evaluations.

Employees whose written performance evaluations indicate that they are not performing at an acceptable level will not receive a pay increase on January 1st. Employees will be re-evaluated after six months, and if at that time, they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation, and shall not be subject to back-pay.

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Delaware County and the bargaining unit stress the importance of evaluation and performance for all members of the department. This ensures that the agency is staffed with employees who are competent both physically and clinically to perform at the highest level for the community we serve.

Section 26.5 - Promoted Employees, Paramedics and Lieutenants rate of Pay, Demotion

Employees promoted from EMT to Advanced EMT or to Paramedic or from Advanced EMT to Paramedic or from Paramedic to Lieutenant shall be entitled to an increase of seven and one-half percent (7.5%) or the entry level pay for the applicable position, whichever is greater.

Employees who do not successfully complete their probationary period shall be demoted to their previous classification. Such demotion is not subject to the grievance and arbitration procedure. An employee returned to their former position shall be paid at the rate of pay they received prior to promotion plus any across-the-board increase that was granted during the probationary period under their agreement.

Employees will also be required to undergo the following yearly performance evaluations:

1. Annual Core Competency skills and assessment process
 - a. Failure to pass results in remediation.
 - b. Failure to pass a second attempt results in remediation and FTO time.
 - c. Failure to pass a third attempt results in potential de-credentialing to be determined by the Medical Director.
2. Annual written protocol exam
 - a. Failure to pass results in remediation.
 - b. Failure to pass a second attempt results in remediation and FTO time.
 - c. Failure to pass a third attempt results in potential de-credentialing to be determined by the Medical Director.
3. Annual Physical Abilities Test (PAT) provided by a third-party vendor at the cost of the County. The PAT will be based on the job description of an EMS provider.
 - a. Failure to pass results in remediation with an exercise physiologist or personal trainer with a retest within six (6) months at the cost of the county.
 - b. Failure to pass a second time results in a fit for duty assessment by a physician selected by and paid for by the Employer.

An employee who is classified as a full-time EMT and attains certification as a paramedic must meet the following conditions to work as a paramedic prior to a promotion:

1. The employee must take and pass the test offered by the employer for purposes of creating a list for employees who are eligible for promotion to paramedic.
2. The employee must successfully complete FTO training required by the employer for new paramedics.

Section 26.6 - Out-of-Class Pay.

Employees who hold the classification of Paramedic shall be paid the out-of-class rate of \$2.00 per hour for hours worked, if the employee works as an Acting-Lieutenant for at least 6 consecutive hours. All out-of-class assignments must be pre-approved by the Director, or their designee.

Section 26.7 - Field Training Officers

Employees who hold the classification of EMT-Paramedic and are assigned to field train new employees shall receive FTO (Field Training Officer) supplement of \$2.00 per hour for hours actually worked as a FTO. All FTO assignments must be pre-approved by the Director, or their designee. Lieutenants shall not be eligible for FTO supplement.

Section 26.8 – Longevity

As compensation for fulltime years of service to the County, employees in the bargaining unit who are employed by the Employer on January 1, 2019 shall be entitled to annual longevity pay based upon years of completed service on January 1, 2019. No employee who has not completed five (5) or more years of service on January 1, 2019 shall be eligible for longevity pay. No employee hired after January 1, 2019 shall be eligible for longevity pay.

Longevity pay shall be 'frozen' as of January 1, 2019. Each bargaining unit employee's longevity pay shall be frozen at an amount equal to \$100.00 for each year of completed service, based on the employee's years of completed service on January 1, 2019. Longevity pay shall be divided and paid bi-weekly.

Section 26.9- Wage Supplements

In addition to their regular pay, employees are entitled to the pay supplements contained in their section. New employees are not entitled to these supplements until completing their initial probationary period. These pay supplements shall be included in the hourly rate for purposes of computing overtime but shall not increase based on annual wage increases.

1. Shift Clinical Educator. Employees who hold the classification of Paramedic and are appointed as a Shift Clinical Educator (SCE) shall receive a supplement of \$1.50 per hour for all hours worked. All SCE assignments must be pre-approved by the Director, or their designee. EMT, AEMT and Lieutenants shall not be eligible for the SCE supplement. SCEs are not eligible for FTO or instructor pay.
2. Certification Supplement. Bargaining unit employees with the following certifications will receive an additional \$360 per year, for each certification:
 - a. Critical Care Certification
 - b. FP-C Certification

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3. Employees shall be paid an additional three dollars (\$3.00) per hour when actually instructing at or for Delaware County EMS

ARTICLE 27 - SCOPE & SEVERABILITY, WAIVER

Section 27.1 - Supersede.

This Agreement supersedes all previous oral and written agreements and constitutes the entire agreement of the parties.

Section 27.2 - Scope and Waiver.

During the negotiations leading to the execution of their Agreement, the parties had a full opportunity to submit all items appropriate to collective bargaining. The Union expressly waives the right to submit any additional item for bargaining during the term of their Agreement, whether or not the item was discussed, submitted, or contemplated during the negotiations leading to the execution of their Agreement.

ARTICLE 28 - ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Section 28.1 - Alternate Procedure.

The provisions of their Article will be followed in lieu of requesting the State Employment Relations Board to intervene as provided in Section 4117.14(C)(2) of the Ohio Revised Code. However, a notice to negotiate shall be filed with SERB per the statutory time frame and process.

Section 28.2 - Mediation / Fact-finding.

During negotiations the parties may, upon written request to the State Employment Relations Board ("SERB"), utilize the services of a mediator. In addition or as an alternative to mediation, the parties may utilize fact-finding by requesting a list of names from SERB, or an alternate service as agreed by the parties. Selection of a fact finder shall be made by alternate strike from the panel. The fact finder shall make recommendations based on the criteria set forth in O.R.C. § 4117.14(G)(7).

The parties agree that the process for acceptance or rejection of a fact finder's recommendation as contained in O.R.C. § 4117.14(G)(7) shall apply to and be binding upon the parties.

Section 28.3 - Impasse / Conciliation.

If impasse is reached, as declared by either or both parties, following either mediation and/or fact-finding, either party may request in writing the appointment of a binding conciliator. The parties may jointly select an arbitrator to serve as conciliator, or the parties jointly will request a list of seven arbitrators from the American Arbitration Association ("AAA"), the State Employment Relations Board ("SERB"), or the Arbitration Mediation Services ("AMS"). The parties will select the conciliator by the alternate strike method, and either party may request another list(s) from AAA. The parties shall split the cost of the conciliator and arbitrator's service equally.

The conciliator will hold a hearing within thirty (30) days of appointment and, within thirty (30) days of the close of the hearing, shall issue a written report to both parties, which may be made public. At least one week before the hearing date, both parties shall provide each other and the conciliator with their last best offer on each outstanding issue. Each party may also suggest to the conciliator a package or packages of the issues based on the parties' last and best offers. The conciliator may conduct mediation before hearing evidence. Their determination, after hearing, must be on an issue-by-issue basis from the parties' last and best offers. The conciliator's determinations must be based on the criteria set forth in O.R.C. § 4117.14(G)(7).

Section 28.3 - Awards of Conciliator.

Awards and orders of the conciliator are subject to Ohio Rev. Code § 4117.14(H).

ARTICLE 29 – DURATION

Section 29.1

This Agreement shall be effective from November 1, 2023, through October 31, 2026.

FOR DELAWARE COUNTY:

Gary Merrell

Gary Merrell, President of the Board

Tracie Davies

Tracie Davies, County Administrator

Dawn Huston

Dawn Huston, Deputy Administrator

Jeff Fishel

Chief Jeff Fishel, Director of EMS

APPROVED AS TO CONTENT:

M. A. Fishel

Marc A. Fishel, Labor Counsel

FOR INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS, NAGE-SEIU

Richard Anderson

Richard Anderson, Contract Negotiations

FOR INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS

Ken Skaggs

Ken Skaggs, National Representative Mid-West States.

Bargaining Team Representatives:

Robert S Riddlebarger

Robert S Riddlebarger – Local President

Bryan Jeffers

Bryan Jeffers – Local Vice President

Matthew Wortz

Matthew Wortz – Local Secretary

Tomas Calland

Tomas Calland – Local Chief Shop Steward

Joshua Cooper

Joshua Cooper – Local Treasurer

Appendix A

DCEMS Employee Number / 2024 Hourly Wage

2601	\$24.75	2745	\$22.44	2874	\$22.00
2602	\$24.86	2746	\$20.89	2875	\$19.54
2608	\$24.53	2747	\$20.89	2877	\$22.00
2613	\$22.55	2752	\$19.64	2879	\$22.11
2620	\$23.98	2754	\$20.79	2880	\$19.64
2621	\$24.42	2756	\$22.99	2884	\$19.64
2627	\$24.20	2763	\$22.88	2888	\$19.54
2631	\$20.89	2770	\$22.11	2890	\$19.54
2642	\$24.86	2773	\$22.22	2891	\$19.54
2644	\$22.08	2775	\$20.79	2897	\$15.66
2651	\$24.64	2781	\$23.21	2902	\$19.35
2655	\$22.08	2784	\$22.99	2903	\$19.54
2662	\$23.43	2791	\$20.50	2904	\$19.44
2664	\$24.31	2792	\$22.66	2909	\$19.44
2670	\$23.21	2813	\$20.31	2920	\$19.35
2674	\$24.53	2814	\$20.31	2925	\$19.35
2685	\$19.28	2817	\$20.41	2926	\$19.35
2687	\$19.54	2820	\$20.21	2928	\$15.58
2695	\$21.46	2823	\$20.12	2931	\$15.50
2698	\$23.76	2828	\$20.21	2932	\$19.35
2703	\$21.65	2830	\$22.44	2934	\$19.25
2706	\$19.28	2834	\$22.11	2936	\$15.50
2707	\$22.44	2838	\$19.92	2937	\$15.50
2710	\$21.27	2842	\$22.33	2938	\$15.50
2712	\$23.65	2844	\$20.02	2939	\$19.35
2717	\$21.18	2848	\$19.92	2942	\$19.25
2718	\$21.18	2853	\$19.92	2949	\$15.50
2724	\$22.55	2858	\$19.64	2952	\$19.25
2730	\$21.08	2859	\$19.83	2956	\$19.25
2735	\$22.44	2860	\$19.73	2957	\$15.50
2736	\$20.98	2866	\$19.83	2959	\$15.50
2739	\$23.21	2873	\$19.64	2960	\$19.25

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







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