

COLLECTIVE BARGAINING AGREEMENT

By and Between

**AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA
RANCHO/REDLANDS OPERATIONS**



&

**UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL & SERVICE WORKERS INTERNATIONAL
UNION (USW)**



Effective: October 21, 2021

Expires: October 22, 2024

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ARTICLE 1 - RECOGNITION/ SCOPE of AGREEMENT

Section 1.1

This Agreement is made and entered into by and between American Medical Response of Southern California (“Employer” or “Company”) and United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union (USW) (“Union”) collectively, the “Parties”.

Section 1.2

The Employer recognizes the Union as the exclusive bargaining representative for all employees included in the bargaining unit for which the Union was certified by the National Labor Relations Board as the exclusive bargaining representative in matter number 20-RC-066407. The bargaining unit shall include all full time and part time EMTs, Paramedics, Vehicle Service Technicians and Couriers employed and assigned to the Employer facilities location at 7925 Center Avenue, Rancho Cucamonga, CA & 1930 West Park Avenue, Redlands, CA, and any subsequent locations servicing the same operating area(s), excluding office clerical employees, professional employees, dispatchers, mechanics, guards, supervisors and all other job classification, etc., as defined in the National Labor Relations Act, as amended.

Section 1.3

The provisions contained within this Article/ Section shall not be subject to the grievance and arbitration procedure.

ARTICLE 2 - UNION SECURITY

Section 2.1 Security

Every employee covered by this Agreement must, for the life of this Agreement and after the grace period described below, satisfy a financial obligation to the Union as the unit's exclusive bargaining representative. Under this Agreement, the financial obligation shall be an amount as determined by the Union for dues or fees that shall be deducted each paycheck on a bi-weekly basis. This financial obligation is a condition of continued employment and is in consideration for the cost of representation and collective bargaining and is not contingent upon present or future membership in the Union.

The grace period for this Agreement is thirty (30) days following the beginning of employment, or by the thirtieth (30th) day following the effective date of this Agreement, whichever is later.

Employees must notify the Union, in writing, of their intention to pay a fair share/agency shop fee in lieu of the Union's regular monthly dues. The Union will comply with law in regard to its calculation of the fair share/agency shop fee and the information provided to non-Union members relating to that calculation.

Neither the Union nor any of its officers, agents or members shall intimidate or coerce employees about membership or non-membership in the Union. If any dispute arises as to whether there has been any violation of this provision (or whether an employee affected by this Agreement has failed to meet his/her financial obligation), the dispute shall be submitted directly to arbitration for determination.

The Union hereby undertakes and agrees to indemnify, defend, and hold Employer harmless from all claims, demands, suits and other forms of liability, including Employer's reasonable attorneys' fees that may be made against or incurred by it from or by reason of any action or inaction by Employer in carrying out the provisions of this section.

Section 2.2 Dues Check-Off

Upon receipt from the Union of dues authorization cards, the Company will make available check off authorization cards to covered new hires at time of employment. The Union releases the company from any and all liability and responsibility for the distribution and/or collection of such authorization cards to the new employees.

Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, ensure that said deductions shall be made on per-pay period bases and forwarded to the Union on a monthly basis thereafter. Upon transmittal of said funds, the Employer's obligation and responsibility shall cease with respect to such deductions, including any obligation and responsibility to correct any errors prior to transmittal.

The Company shall remit any and all amounts so deducted to the International Union Secretary-Treasurer along with a list of all employees from whom dues, fees or assessments were deducted., in amounts designated by the Union, as well as provide the amount transmitted for each Employee, including the hours and earnings used in the calculation of such amount. All deductions shall be transmitted to the following address:

United Steelworkers
International Secretary-Treasurer
60 Boulevard of the Allies
Pittsburgh, PA 15222

The Union, and each employee authorizing the assignment of his/her wages in accordance with this section, hereby undertake and agree to indemnify, defend, and hold Employer harmless from all claims, demands, suits and other forms of liability, including Employer's reasonable attorneys' fees, that may be made against or incurred by it from or by reason of any action or inaction by Employer in carrying out the provisions of this section.

The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding (a), (b), (c), and (d) above, upon the return of an employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except those deductions for terminated employees shall be governed by paragraph 1 hereof.

The Union agrees to send a letter, signed by a duly authorized officer of the Union and bearing its official letterhead, to the Company's Payroll Office with a copy to the Company's West Division Human Resources Director, advising the Company as to method of calculation of monthly union dues for its members, as established under the Union's constitution and by-laws, and advising Company of the correct post office address, and designating the full and correct title of the and the Office thereof to which all future dues deduction payments are to be made.

Any changes to dues, initiation fees, and or lawful assessments shall be requested a minimum of sixty (60) calendar days in advance by the Union. The Union, in conjunction with their request, shall complete the Employer's Dues Changes and Processing Sheet (Attachment B) and submit it along with two hundred and fifty dollars (\$250) administrative processing fee.

Section 2.3 Indemnification

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, 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 hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 3 - UNION REPRESENTATION

Section 3.1 Access of Union Representatives

Duly authorized representative(s) of the Union shall be permitted access to the Company's facilities, for the purpose of conducting legitimate Union business under the following conditions:

- A.** When necessary for employee representation as required under the Weingarten Act.
- B.** To ensure proper administration of the contract.
- C.** To investigate a potential grievance.
- D.** Authorized representatives shall ensure such activities do not interrupt or interfere with the work of an employee and it does not occur at a Company sponsored event.

The Union or Representative must notify the facility Operations Manager, or his/her designee, prior to their entry onto the site.

Section 3.2 Bulletin Boards

The Employer shall allow accessible, Union provided, bulletin boards equal in size to the Employer's current bulletin boards for the Union's exclusive use in mutually agreeable locations at each of the main operation sites to which bargaining unit employees are assigned. Notices shall be on Union stationary and shall bear the signature of an authorized Union representative. Said announcements and notices shall not be of a derogatory or inflammatory nature, and a copy will be provided to the Employer prior to the distribution.

The Employer retains the right to object to any postings on Union bulletin boards that it deems to be derogatory or inflammatory in nature. Postings that are objected to shall not be placed on the union's bulletin boards until such time as the Employer and the Union agree on the postings content.

Section 3.3 Union Stewards

The Employer recognizes the right of the Union to designate representatives or stewards. Within twenty-one (21) calendar days following the ratification of the Agreement, the Union shall notify the Employer in writing of the designated Union representatives and/or stewards. Additionally, the Union agrees to notify the Employer in writing within seven (7) calendar days of any changes to such designations.

Union stewards shall not allow their activities in their steward capacity to interfere with or disrupt the performance of either their work or that of any other employee, without prior supervisor approval. In the event the Employer requests the use of an on-duty union steward, said steward shall not suffer any loss of pay for attendance at the investigatory meeting or grievance meeting held during their shift.

Section 3.4 Orientation

The Union shall be allowed to meet with and address employees by attending each local employee orientation program. The Employer shall notify the Union of the date and time allocation for the union to attend local employee orientation programs at least ten (10) calendar days in advance. Union representatives shall confirm their attendance to the Division Operations Manager a minimum of five (5) days prior to the orientation and shall be allowed a maximum of thirty (30) minutes to address employees. Should the Union fail to confirm their attendance the Employer reserves the right to refuse participation in the orientation. The Employer shall be allowed to attend the union's presentation during new employee

orientation programs and the Union agrees that it will not seek to promote negative sentiments towards the Employer during its presentation at the orientation programs.

Section 3.5 Local Union Negotiating Committee's Schedule

No more than five (5) members of USW Local 1853 shall be granted time off for each prescheduled day of CBA negotiations for the purposes of attending contract negotiations so long as the request is made at least a week in advance. The five (5) members shall be the Local Union President and four (4) members of the committee who shall be designated by the President. The Union President shall be responsible to submit to the respective Operations Manager at least one (1) week in advance, the negotiations schedule and the names of the bargaining unit member attending each day of negotiations.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1

Except as expressly limited by the specific terms of this Agreement, nothing in this Agreement shall be construed to limit or impair Employer's sole and exclusive rights to exercise all of the authority, rights, and functions of management and to manage its business generally. To the extent such function of management is not expressly limited by the terms of this Agreement, such function may be exercised unilaterally by Employer without prior notification to or consultation with the Union.

Section 4.2

The Parties understand and agree that Employer reserves to itself, for its exclusive direction and judgment, all management rights, powers, prerogatives and responsibilities, including but not limited to: the direction of the working forces; the planning and control of operations; the introduction of new or improved equipment, facilities or methods of operation; the right to relieve employees from duty because of lack of available work or for other legitimate reasons; the right to extend, limit, curtail or close its operations; the right to determine and appraise qualifications of experience, health or fitness for any job covered herein; the right to select, require and administer proficiency examinations; the right to require employees at any time, with reasonable suspicion, to submit to physical examinations that may include, among other things, providing blood and urine samples to be tested for the presence of illegal drugs; the right to establish, maintain and modify workplace rules, policies and practices, including but not limited to policies and practices related to safety, security, scheduling, control and performance; the right to establish, maintain and issue appropriate discipline for failure to comply with workplace rules, policies and practices; the right to require employees to perform any work of the Employer for which they are qualified; the right to establish and assign job duties and the performance of work; the right to establish, eliminate or combine job classifications; and the right to hire, suspend, lay-off, transfer, discipline, promote and discharge employees. The Parties agree that the management rights listed above are not exclusive, and do not and should not be deemed to exclude other representative and characteristic rights of management that are not listed. The Parties further agree that if Employer should fail to exercise any of its management rights from time to time, then such failure will not be deemed a waiver of Employer's sole and exclusive right to exercise any and all such rights in the future.

Section 4.3

The Parties understand and agree that Employer shall retain the right in its sole discretion to determine the number of employees needed to perform its operations, including the number of employees needed at any time in each classification covered by this Agreement.

The Parties further agree that Employer shall have the sole right to decide when to create or fill a full-time or part-time position and to decide, among available qualified employees, which employee(s) shall be promoted to a higher classification. Where applicants for promotion are equally qualified, as determined by the Employer, seniority shall be the deciding factor.

Section 4.4

The Parties understand and agree that Employer shall have the sole authority and discretion to select and direct all managers and supervisors, and those managers and supervisors may perform bargaining work as required by the needs of the business in Employer's sole discretion, except as otherwise restricted within this Agreement.

Section 4.5

The Parties understand and agree that all employees who are governed and bound by this Agreement shall also be subject to, and shall comply with, all of Employer's promulgated rules, policies or procedures that have general applicability to all employees of the Employer and do not conflict with the terms of this Agreement.

ARTICLE 5 – COMPENSATION

Section 5.1 Wages

The Parties agree that nothing in this Article or this Agreement shall prohibit the Employer, in circumstances where Employer is required to do so by applicable state or federal law, from paying wages and/or benefits that exceed the amounts set forth in this Agreement.

For the term of this Agreement, the entry level twelve (12) hour rates shall be as follows:

EMT	\$17.00
Medic	\$23.91
VST	\$15.75

The top-level twelve (12)-hour rates for all bargaining unit positions shall be as follows:

Top Level Rate

1. EMT-	\$33.00 per hour
2. Paramedic	\$45.00 per hour
3. VST	\$19.00 per hour

Section 5.2 Wages

- A. **EMT's** – Effective with the first full pay period after November 1, 2021, execution of this Agreement all active EMTs will move into the wage chart, based on their years of employment with the Company, as demonstrated in Appendix “A” of this Agreement, not to exceed the top-level rate of pay as indicated in Section 5.1 above. Through the termination date of this Agreement, effective with the first pay period following November 1, 2022, and November 1, 2023, EMTs shall progress one level in the wage matrix listed in Appendix A.
- B. **Paramedics** - Effective with the first full pay period after November 1, 2021, and execution of this Agreement all active Paramedics move into the wage chart based on their years of employment with the Company, as demonstrated in Appendix “A” of this agreement, not to exceed the top-level rate of pay as indicated in Section 5.1 above. Through the termination date of this Agreement, effective with the first pay period following November 1, 2022, and November 1, 2023, Paramedics shall progress one level in the wage matrix listed in Appendix A.
- C. **VST's** - Effective with the first full pay period after November 1, 2021, execution of this Agreement all active VST's move into the wage chart based on their years of employment with the Company, not to exceed the top-level rate as indicated in section 5.1 above. Through the termination date of this Agreement, effective with the first pay period following November 1, 2022, and November 1, 2023, VSTs shall progress one level in the wage matrix listed in Appendix A.

Section 5.3 New Hire Rates of Pay

New employees will be hired at the starting rate by classification and applicable rate at time of hire as reflected in Section 5.1 above.

Section 5.4 Advance Placement Wages

New entrants into the bargaining unit, with documented relevant experience, may be hired above the entry level rate on an exception basis, at the sole determination of the Employer.

Section 5.5 Associate Supervisor

Employees who, at the request of the Employer, serve as an Associate Supervisors will receive four dollars (\$4.00) per hour in addition to their current rate of pay for each hour they serve in this capacity.

Section 5.6 Field Training Officer (FTO) Stipend

Employees who meet the FTO job description qualifications and are selected by the Employer to be FTOs will be paid a stipend as defined below for as long as the Employer determines a need exists for such employee's services as an FTO. FTO stipends will not be used to calculate overtime pay.

- A. FTO 1: \$400 Stipend per month
- B. FTO 2: \$400 Stipend per month
- C. Lead FTO: \$500 Stipend per month
- D. EVOC Instructor(s) \$400 stipend per month

*Note: The Company shall be responsible for providing coverage for all EVOC instructors shifts

Section 5.7 Preceptor Stipend

Employees who meet the qualifications and are selected by the Employer to be Preceptors will be paid a stipend of \$400 per month when a student is assigned. Preceptor stipends will not be used to calculate overtime pay. An employee is not eligible for both FTO and Preceptor stipends in the same month.

Section 5.8 Paramedic Sponsorship

The Employer shall continue to sponsor full time EMTs to Paramedic programs up to the maximum number as identified by the Employer. The EMTs shall meet the guidelines as determined at the sole discretion of the Employer. EMTs that are hired into a Paramedic position will be granted fifty percent (50%) of their time as an EMT for placement on the wage scale in Appendix B upon acceptance of an open Paramedic position with the Company but in no event, shall they receive less than ten (10%) percent. Beginning in November 2021, new NCTI sponsorship repayment shall be limited to no more than \$5,000 dollars.

Section 5.9 Movement Between Classification

Employees who reclassify from EMT to Paramedic shall be assigned a Paramedic new hire rate of pay as referenced in Section 5.1 above based on the time of reclassification, but in no event, shall they receive less than a ten percent (10%) increase to their base hourly rate of pay. The applied increase shall not exceed the paramedic top level rate of pay as defined in section 5.1 above. Employees who reclassify to any classification within the bargaining unit paying a higher rate of pay shall be assigned an hourly pay rate in their new classification based on fifty (50%) percent of their years of service with the Employer and assigned an hourly rate reflective of that credit but in no event, shall they receive less than a ten (10%) percent increase to their base hourly rate of pay. The applied increase shall not exceed the top-level rate of pay as defined in section 5.1 above.

Section 5.10 VST Training Pay

VST employees who are requested by the Employer to train newly hired VST's shall receive a stipend of one hundred fifty (\$150) dollars upon completion of the training.

Section 5.11 Statutory Wage Requirements

In the event that any local, state, or federal law requires the Employer to pay more than the base wage of any classification covered under the Collective Bargaining Agreement, the Employer shall make such wage adjustment to meet the statutory requirements. However, if the affected classification has any contractual rate increase during the same year, said contractual increase shall be offset and reduced by the amount equal to that of the statutory increase.

* For the purpose of this Article, active employee is defined as an employee who is employed as of the ratification and execution of the agreement.

ARTICLE 6 - NON- DISCRIMINATION/HARASSMENT

Section 6.1 Non -Discrimination

The Employer and the Union agree that neither party shall discriminate against any person because of race, color, sex, religion, age, disability, national origin, citizenship, sexual preference or any other status that is protected by applicable Federal, State, or local law.

The Employer and the Union further agree that the Employer has the right to enter into any agreement or practice modifying the terms of this Agreement which is necessary to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, Section 1981 of the Civil Rights Act of 1866, the Fair Labor Standards Act, or any other Federal, State or local law, rule or regulation relating to equal employment opportunity, the environment, health, or safety. In particular the Employer maintains the right in relation to providing reasonable accommodations to individuals with disabilities as required under respective law.

Section 6.2 Arbitration/Litigation Waiver

Grievances alleging unlawful discrimination or harassment in violation of this Agreement may be pursued and resolved through the grievance and arbitration procedure contained in this Agreement, provided that all requirements for the filing and maintenance of a grievance through arbitration are satisfied and that the employee and/or Union have not initiated or filed a complaint or legal action based on the same event(s) with a federal, state, or local agency or court. The initiation or filing of a complaint or legal action alleging unlawful discrimination or harassment with a federal, state, or local agency or court shall waive the employee's and/or Union's right to pursue the same matter as a grievance pursuant to this Agreement. Any grievance alleging unlawful discrimination or harassment shall be deemed withdrawn at any step of the grievance and arbitration procedure upon the filing of such a complaint or legal action. Employees and the Union are not required to exhaust the grievance and arbitration procedure of this Agreement before initiating or filing a complaint or legal action alleging unlawful discrimination or harassment with any federal, state, or local agency or court.

Section 6.3 Harassment

The Union and the Employer agree that harassment is a form of misconduct, which undermines the integrity of the employment relationship and cannot be tolerated in the workplace. Any conduct, which falls within the definition of harassment as defined in the Equal Employment Opportunity Commission standards is prohibited and will be investigated fully in accordance with the Harassment policy and procedure. Complaints alleging harassment may be made orally or in writing. Employees who violate this Article shall be subject to corrective action, up to and including termination.

ARTICLE 7 - CORRECTIVE ACTION AND DISCHARGE

Section 7.1 Corrective Action

The Employer and the Union recognize the intent of corrective action is to remedy performance problems and modify inappropriate behavior. While the Employer may attempt to accomplish those objectives through training and education, the Employer reserves the right to issue corrective action to employees, up to and including discharge, based on just cause and the circumstances of each case.

Section 7.2 Corrective Action Documentation

For corrective action to be considered valid, an investigation must be commenced within seventy-two (72) hours of the discovery of the misconduct or upon the identification of the employee named by the Company in said corrective action. If an investigation is not commenced within seventy-two (72) hours, the Company must issue corrective action within twenty (20) calendar days of the discovery of the event. The seventy-two (72) hour and twenty (20) daytime limits shall be extended on a case-by-case basis in response to an investigation conducted by state or local law enforcement, local EMS agencies, allegations of harassment and discrimination or when the employee and/or key witness(s) are unavailable. The Employer shall make a reasonable effort to contact the employee or key witness(s) within the timeframe established above.

Records of corrective action shall not be considered for purposes of future corrective action after the applicable retention period as follows:

- | | |
|----------------------------|-----------|
| A. Written Warnings | 12 months |
| B. Suspensions | 24 months |

Corrective action issued for patient care shall remain in an employee's personnel file and may be considered for purposes of further corrective action for thirty-six (36) months after the corrective action.

Corrective action issued for harassment/discrimination and workplace violence shall remain in an employee's personnel file and may be considered for purposes of further corrective action for forty-eight (48) months after the corrective action.

The Employer agrees to provide language on the corrective action notice to the effect that the employee's signature is only an acknowledgement of receipt. The Employer and the Union encourage employees to sign corrective action notices. Should the employee refuse to sign, a supervisor's signature will serve as evidence that the employee did receive the corrective action notice.

Employees shall receive a copy of all signed ROC's (Record of Conversation).

Section 7.3 Termination and Suspensions

The Company shall provide to the Union a copy of all letters of terminations and suspensions of employees within three (3) business days after the effective date of said discharge or suspension. The Employer agrees to provide the Union a monthly termination report.

Section 7.4 Employee Representation

An Employee who requests Union representation and who is entitled to such representation shall be allowed representation during any investigation interview.

- A.** The Company will make every effort to afford the affected employee with forty-eight (48) hours advance notice of an investigatory meeting or grievance meeting to allow for the employee to secure union representation for the investigatory and /or grievance meetings. The Union agrees that it shall provide representation within the forty-eight (48) hour period. This time period may be extended upon agreement between the Union and the Employer. If a Union Steward is not available, one shall be brought in from the field at the employer's discretion.
- B.** The representative for the employee shall be a duly authorized Union Officer, Union Steward, official or representative.
- C.** Employees who decline Union Representation during the investigatory process/meeting(s) shall sign a waiver at the time of the meeting in question. A copy of such waiver shall be made available to the Union.

At any time during the meeting the above employee may invoke their right to Union representation, at which time the proceedings will be stopped until Union representation is provided.

Section 7.5 Company Rules

Company rules and regulations shall be made available to employees for their benefit and understanding. Any proposed modifications to these current existing rules and regulations by the Company shall be provided to the Union thirty (30) days prior to implementation unless mandated by State or County authority, thereby requiring immediate implementation. The Union may exercise its right to bargain the impact of such changes within thirty (30) calendar days from the receipt of the Employer's proposed changes. If the parties are unable to reach an agreement over the impact of the proposed changes during the thirty (30) calendar daytime frame, the Employer shall have the right to implement said changes.

Section 7.6 Employee Notification

The Company agrees employees shall be made aware of the alleged incident and provided with an opportunity to present their explanation of the issue. No employee shall be issued corrective action without a proper investigation meeting.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 8.1 Grievance Procedure

The Parties agree that in the event any dispute or grievance arises concerning the interpretation or application of any term of this Agreement, including but not limited to any dispute concerning wages, benefits and working conditions, such matters shall be resolved according to the procedures and conditions set forth below. The Parties agree that in cases of corrective action, only written warning, suspensions, and terminations will be subject to arbitration procedure, and that any corrective action issued below the level of a written warning shall only be subject to the provisions of this Agreement up to Step 3. Employees should attempt to resolve problems informally with their immediate supervisor before resorting to this grievance and arbitration procedure and that any agreement between the employee and the Employer regarding a grievance will be a non-precedent setting settlement unless otherwise specifically stated in writing.

Section 8.2 Grievance Process

Step 1

The Union or the employee shall submit the grievance in writing, via U.S. Postal Service certified mail or email with read receipt attached to the Operations Manager and the HR Representative or their respective designee, or via hand delivery to the Operations Manager, or his/her designee, no later than ten (10) calendar days after the occurrence giving rise to the grievance or ten (10) calendar days from when the grievant or Union should have reasonably been aware of the occurrence. Grievances sent by certified mail shall be deemed timely if postmarked ten (10) calendar days or less from the date the grievant or Union should reasonably have been made aware of the action being grieved. In order for a written grievance to be deemed valid the grievance must include the following:

- A.** The specific provision of the Agreement alleged to be misapplied, misinterpreted, or violated.
- B.** The remedy sought; and
- C.** A statement(s) identifying the specific facts of the situation.

The Operations Manager, or his/her designee may meet with the grievant within ten (10) calendar days of receipt of the grievance and his/her Union representative to discuss the grievance and shall, no later than ten (10) calendar days after said meeting, give the Union his/her written answer to the grievance.

Step 2

If the grievance is not satisfactorily resolved at Step One, the Union shall submit the grievance to the Regional Director and the HR Representative, or their respective designee, via email with read receipt attached or U.S. Postal Service certified mail or via hand delivery, no later than ten (10) calendar days from the receipt of the Step One answer.

The Regional Director, or his/her designee, may meet with the grievant within ten (10) calendar days of receipt of the grievance and his/her Union representative (the USW International Staff Representative may participate at the discretion of the Union)) to discuss the grievance and shall, no later than ten (10) calendar days after said meeting, give the Union his/her written answer to the grievance.

Step 3

The Parties encourage the use of voluntary non-binding mediation as a means of settling disputes without the time and expense of arbitration. Within ten (10) calendar days of the Union's receipt of the Regional Director's reply to the grievance at Step Two or twenty (20) calendar days from the date of the Step Two meeting whichever is earlier, the parties may meet to discuss the possibility of signing a written agreement to submit the dispute to voluntary non-binding mediation.

The Federal Mediation & Conciliation Service (FMCS) shall be the permanent mediator whose function will be to hear the contentions of the parties, review pertinent documentary evidence, and provide the parties with recommendations on how the dispute could be resolved. The mediator's recommendations shall be given orally and shall be non-binding. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal.

If the parties sign a written agreement to submit the dispute to mediation within ten (10) calendar days after the Union's receipt of the Regional Director's answer to the Step Two grievance or twenty (20) calendar days from the date of the Step Two meeting whichever is earlier, then the deadline to submit the grievance to arbitration (Step Four) shall not begin to run until the date the mediator gives his/her oral recommendations to the parties. Otherwise, the deadline to submit the grievance to arbitration shall begin to run on the date the Union receives the Regional Director's answer to the Step Two grievance or twenty (20) calendar days from the date the Step Two meeting whichever is earlier.

Step 4

If the grievance is not satisfactorily resolved at Step Two (or at Step Three, if the parties have agreed to voluntary mediation), then the Union may refer the grievance to arbitration by filing a written demand for arbitration with the American Arbitration Association ("AAA") no later than ten (10) calendar days after either the date the Union receives the General Manager's Step Two answer to the grievance or twenty (20) calendar days from the date of the Step Two meeting whichever is earlier or the date the mediator gives his/ her oral recommendations to the parties, whichever is appropriate. An arbitrator shall be selected in accordance with AAA procedures and the arbitration shall be conducted in accordance with its Labor Arbitration rules and the terms of this Agreement.

Section 8.3 Termination Grievances

The Parties agree that all grievances concerning terminations must be submitted directly to the Regional Director as Step Two grievances and that all such grievances must be submitted no later than ten (10) calendar days after the Union was provided notification of the termination date.

Section 8.4 Arbitrators Authority

The Parties understand and agree that the arbitrator shall have no authority to add to, subtract from, modify, or amend the terms of this Agreement, or to inject or impose his/her own judgment over that of the Employer in determining levels of discipline.

The Parties further agree that the arbitrator shall conduct the hearing within the scope and in accordance with the terms of this Agreement, and that the arbitrator's decision shall be based solely on the evidence and arguments presented by the Parties. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action, in which the Employer shall have the burden of production and proof at the hearing.

Section 8.5 Arbitration Expense

The Parties agree that the fees and expenses of the arbitrator shall be paid by the losing party, and that all other arbitration expenses incurred by either party, such as witness fees, legal fees, transcript fees, etc., shall be the sole responsibility of the party incurring such expenses.

Section 8.6 Retroactivity

The Parties agree that in no event shall any award be retroactive beyond the effective date on which the grievance was originally presented in writing, and that any monetary awards shall be reduced by any unemployment compensation or other interim compensation earned or received by the grievant.

Section 8.7 Binding Decision

The Parties agree that the decision or award of the Arbitrator shall be final and binding on the Company, the Union and the grievant.

Section 8.8 Timelines

The Parties understand and agree that the time deadlines set forth above may be extended or shortened only by written agreement between the Parties. The Parties further agree that if the Company fails to comply with any time deadline set forth above, then the Union may proceed immediately to the next step of the grievance and arbitration procedure, where appropriate and that if the Union fails to comply with any time deadline set forth above, then the grievance shall be deemed to have been waived or withdrawn by the Union and the grievant.

ARTICLE 9 - PROBATION

Section 9.1 New Hire Probationary Period

Newly hired, returning* and transferring employees shall be considered probationary for the following uninterrupted time periods:

1. Full Time: Three (3) continuous months from date of hire.
2. Part Time: Six (6) months from the date of hire.

* Employees returning more than 6 months from separation

At various points through the probationary period, meetings with the employee may take place, during which feedback shall be provided to the employee to allow for positive commentary and enumeration of potential performance deficiencies; and, if deficiencies exist, a time period will be established for the employee to correct their performance.

The probationary period may be extended for a maximum of forty-five (45) days by the Employer in the event of clinical or operational deficiencies. A probationary period may only be extended by a maximum of ninety (90) days. Any recommendation to extend an individual's probationary period greater than forty-five (45) days shall be done by mutual agreement between the Parties.

Section 9.2 Transferred Employee Probationary Period

A probationary employee who transfers in from another AMR location outside of the bargaining unit shall be required to complete a probationary period of ninety (90) days from the date of transfer.

Section 9.3 Classification Change

Employees who change job classification (i.e., EMT to Paramedic; VST to EMT) will be placed on an evaluation period for that new job classification for six (6) months without losing their seniority in their previous job classification (i.e., EMT). Employees who do not meet Company standards in the new job classification will have the right to return to their previous classification provided a position is available without loss of seniority or benefits. In the event a position is not available, and the employee was promoted within the bargaining unit, the least senior employee in the classification may be reduced to part time status or laid off to make available a position for the employee reverting back in classification. Should, in the determination of the Employer, the situation warrants an action other than a reversion to the prior classification level, the Employer may have such discretion. Any reclassification bonus paid to the employee must be immediately repaid to the Company.

An employee may choose to return to their previous job classification within six (6) months of the initial change provided there is an opening at the time of the request. The employee will suffer no loss in seniority or benefits as a result of this change.

Section 9.4 Status Changes

Employees who change status (i.e., part-time to full-time) during their probationary period shall be required to complete the remainder of the probationary period in their new status before successfully passing their probationary period.

Section 9.5 Corrective Action or Discharge During Probation

At any point during or at the end of the probationary period for newly hired or a transferred employee who is on probation, the Employer may issue corrective action and/or discharge any such employee at will and such corrective action and/or discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 10 - HEALTH AND SAFETY

Section 10.1 Safety

The Company shall, at all times, provide safe materials, equipment, vehicles and working conditions for all employees. It is specifically agreed that compliance with all State and Federal Laws relating to working conditions, safety and health shall be an integral part of this Agreement. The Company will supply necessary safety equipment. No employee shall be required to work with unsafe equipment which would be hazardous to his/her health.

Section 10.2 – Safety Equipment

The Company shall provide the following general safety and protective gear for each ambulance:

- A.** Leather Gloves - two (2) pair per car
- B.** Hearing and eye protection
- C.** ANSI compliant Safety Vest

The Employer shall reimburse all full-time non-probationary employees up to four hundred and fifty dollars (\$450) during the term of this Agreement for the purchase or repair of approved footwear (Black leather uniform style protective footwear with oil resistant soles, and able to be polished) or a Phenix Helmet with Shield Holder or other Employer approved optional uniform items as defined in Article 23 . Employees will be eligible for the reimbursement during a thirty (30) day calendar time frame commencing at the time of the employees EMT or Paramedic recertification. Employees must submit a receipt for the purchase or repair of boots to their Administrative Supervisor within thirty (30) calendar days from their original recertification date in order to receive the reimbursement. Receipts submitted after the thirty (30) day period will not be reimbursed.

Section 10.3 Use of Tobacco Products

Smoking or use of tobacco products, electronic or vapor products will not be permitted in areas which constitute either a fire hazard or disturbance to patients, visitors, or co-workers. The Company shall designate smoking and non-smoking areas, in accordance with local ordinances. In cases of dispute, the rights of the non-tobacco user shall prevail. Smoking, use of tobacco type products, inclusive of electronic and vapor products, or tobacco chew receptacles will not be permitted in any ambulance or buildings owned or maintained by the employer. Tobacco, including electronic or vapor products, use will only be allowed in the designated areas as determined by the Company.

Section 10.4 Company Paid Immunizations

The Company will provide the Hepatitis series upon request; an annual TB test and any other Company required immunizations for all field personnel. Employees shall obtain the necessary immunizations provided by the Company, unless the employee has signed a waiver declining the immunization.

Section 10.5 Unsafe-Impairment Free Workplace

The Union and the Company agree that employees shall be subject to the “AMR Substance Abuse Prevention Policy”.

Section 10.6 Posting Assignments

When necessary to post units, such posting locations shall be in a secure and well-lit area. The locations shall be within reasonable distance to restroom and eating facilities.

Section 10.7 Crew Quarters

Crew quarters shall be kept clean and sanitary, and maintained in accordance with all state, federal, and local laws, and ordinances. Employees, shall prior to the end of each shift, perform housekeeping that maintains the station in a clean, functional, and professional manner. The Employer shall provide necessary housekeeping supplies. All stations shall be equipped with air conditioning, heating, locks on all windows and doors for security, and window coverings for privacy. Additionally, all twenty-four (24) hour stations will have dividers to separate sleeping areas for males and females where feasible.

Twenty-four (24) hour crew stations shall have, at a minimum, the following furnishings in a safe and reasonable condition:

- A. One (1) sofa or two (2) recliners where feasible
- B. Stove or hot plate where feasible
- C. Microwave
- D. Refrigerator
- E. Television, cable or equivalent
- F. One (1) bed for each on duty person assigned to shift
- G. Where permitted a land-line telephone for local call use only

Section 10.8 Stress Debriefing

Employees shall have access to AMR Critical Incident Stress Debriefing (CISD) services which are provided by the Company. Employees who are on duty and attend or participate in CISD shall not suffer any wage loss or reduction for any work related to CISD briefing.

The Company will allow shift relief for any employee requesting CISD as soon as their current call has ended.

Section 10.9 Lockers

The Company shall maintain the current number of employee lockers where they are currently available.

Section 10.10 Showers

The Company shall maintain employee showers at each deployment center and sub-station.

Section 10.11 Radio Use

All 911 calls and unit levels will be announced via radio however all other radio traffic shall be confined to emergencies communication only.

ARTICLE 11 - EDUCATION and TRAINING

Section 11.1 Continuing Education

The Employer shall provide continuing education classes with a frequency and content sufficient to comply with state and/or local regulations for maintenance of EMT certification and Paramedic licensure, certification, or accreditation.

Said classes may be held at other AMR locations in San Bernardino County. The Employer agrees to hold at least six (6) CPR and six (6) ACLS classes per year in each operational division (Rancho, Redlands).

The Employer shall continue to make available all classes it currently provides to all employees, at no charge. CPR and ACLS cards for courses conducted by the AMR San Bernardino County operations shall be made available to Employees within seventy-two (72) hours.

The Employer will not pay employees for time spent at these classes.

Employees may attend AMR continuing education programs at no charge to the employee.

Section 11.2 Recertification

The Employer agrees to reimburse full time employees for the following Licenses:

- A.** California Ambulance Drivers License
- B.** State Paramedic License/ EMT Certification
- C.** San Bernardino County Accreditation
- D.** Both EMT and Paramedic National Registry if required by state or local agencies for recertification.

Section 11.3 Employer Required Training

A. Mandatory Training

The Employer may from time-to-time require mandatory training which may include, but is not limited to, training related to OSHA, HIPAA, Anti-Harassment, etc. To assure a proper training environment and efficient planning for such training, a training schedule will be posted in all stations at least thirty (30) days in advance. The training period shall be for sixty (60) consecutive days. The training classes will be held on separate weeks for each location.

All employees must attend one of the posted training sessions. Attendance at training sessions on duty and on scheduled workdays shall be prohibited unless approved in advance by the Operations Manager. If an employee fails to attend a posted training session, the employee shall be separated from employment. Time spent in Employer mandated training shall be paid as hours worked. The Union acknowledges and agrees that there may be instances where, due to operational needs or other circumstances, mandatory training will occur with less than thirty (30) days advance notice.

B. AMR National Training

Employees are required to complete one hour of general compliance training annually. All general compliance training must be completed by the date designated by the Employer. Employees who

do not complete the training by the date designated shall be placed on unpaid administrative leave of fifteen (15) days or until the employee completes the training, whichever is earlier. An employee who completes the training during the period of administrative leave shall receive a final written warning/suspension. Employees who are already on a final written warning shall be subject to termination. Expiration of the administrative leave without completion of the required training shall result in termination.

Additionally, new hires have thirty (30) days from date of employment to complete the training. If the training is not completed within thirty (30) days, the employee will be subject to termination.

C. Computer Based Training

Employees who complete their training while off duty, and with prior approval from the Employer, shall receive a maximum of four (4) hours of pay at their straight time hourly rate of pay upon completion and verification of the online training that is completed while off duty.

D. Management of Assaultive Behavior (MAB) Training

The Employer shall, within six (6) months after ratification of the Agreement, establish Management of Assaultive Behavior training for all bargaining unit members, which shall be required, annually thereafter. The training shall be provided at no cost to the employees.

ARTICLE 12 - LICENSURE AND CERTIFICATION

Section 12.1 Maintenance of Licenses/Certifications/ Accreditations

All employees are required to maintain and have on their person while on duty the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. Failure to maintain such licenses, certificates and/or accreditations shall result in corrective action up to an including termination. It is the responsibility of each individual employee to ensure that all licenses, certificates, and/or accreditations are maintained, and an updated copy provided to the Employer prior to the expiration date. The Employer may provide advance reminders to employees regarding the expiration of such credentials however the ultimate responsibility shall remain with the employee to maintain the appropriate licenses, certificates and/or accreditations.

All employees shall be required to provide the Employer with updated licenses, certificates and/or accreditations upon renewal, but not less than seventy-two (72) hours prior to the expiration of the license, certificate and/or accreditations. Failure to provide the updated license, certificate and/or accreditation seventy-two (72) hours prior to the expiration shall be cause to remove the employee from the schedule.

Employees who perform work duties without the required license, certificate, and/or accreditation shall be subject to immediate termination. Employees who notify the Employer prior to the expiration or loss of a required license, certificate, and/or accreditation shall be given up to thirty (30) calendar days from the date of expiration to obtain a current and valid license, certificate, and/or accreditation. Employees whose required license, certificate, and/or accreditation has expired, shall be placed on unpaid administrative leave and shall be subject to corrective action, provided the employee has not previously received a final warning or suspension within the previous twelve (12) months. For those employees who have a previous final warning or suspension within the previous twelve (12) months said employees shall be discharged from employment. Failure to obtain the required license, certificate, and/or accreditation within thirty (30) calendar days of the employee being place on unpaid leave shall be cause for separation from employment.

Section 12.2 Licenses /Certification/ Accreditation Suspension

Employees whose state or local license is temporarily suspended by a state or local agency shall be placed on unpaid administrative leave for a maximum of ninety (90) calendar days from the suspension date. Employees may utilize accrued PTO solely at their option during any portion of the unpaid administrative leave. Employees shall be required to have all licenses, certifications, and/or accreditations up to date at the conclusion of the unpaid administrative leave. Failure to do so shall result in discharge from employment.

Section 12.3 Leaves of Absence

Employees on an approved personal leave of absence (PLOA) shall be required to have all licenses, certifications, and/or accreditations up to date prior to returning from leave. Employees on approved Federal or State mandated leave, or Workers Compensation Leave shall be required to have all licenses, certifications, and/or accreditations up to date no later than thirty (30) calendar days following the expiration of the leave.

Employees shall not be allowed to work until they have presented all valid and current licenses, certifications, and/or accreditation to the Employer. The Employer retains the right to resign from

employment any employee who fails to restore the required license, certifications and/or accreditations within thirty (30) calendar days immediately following the expiration of the leave.

ARTICLE 13 - EMPLOYEE STATUS/SENIORITY/TENURE

Section 13.1 Seniority Calculation

For purposes of this Agreement, full time seniority shall be calculated and governed based on the following:

Company seniority: Determined based on the employee's most recent date of hire and shall be used for the calculation of PTO and benefits. An employee who has voluntarily separated and has returned within six (6) months from the date of their separation shall have their hire date calculated from their original date of hire; however, it shall not be applied to retroactive health benefit eligibility.

Bargaining unit seniority: Defined as the employee's most recent date of hire into the bargaining unit and used for shift bidding and time off requests.

Classification seniority: Defined as the employee's classification based on their most recent date of hire into the bargaining unit and used for layoff and recall.

In the event of a tie in seniority, the following shall be applied to break the tie:

- 1). Date (and time, if verifiable) of Application for employment.
- 2). Alphabetical order, by last name.

Part-time seniority:

- A. Part-time employees' bargaining unit and classification seniority shall be calculated based on fifty (50%) percent of the length of time while in part-time status based on their most recent date of hire.
- B. Employees who change status (i.e., changing from part-time to full-time, or full-time to part-time) shall retain their previously accrued bargaining unit and classification seniority upon the status change and will begin accruing bargaining unit and classification seniority under the new status effective upon the date of change.
- C. Should a full-time employee change status to part time, then return to full time status, within twenty-four (24) consecutive months he/she shall be credited with full time bargaining unit and classification seniority for the time the employee spent working in a part time status.
- D. If the employee does not return to full time status within twenty-four (24) consecutive months, the time spent as a part time employee shall be calculated at the 50% percent rate under "B" above and credited to full time bargaining unit and classification seniority.

Section 13.2 Employee Transfers between Divisions (Rancho, Redlands, IFT)

Employees, who upon Employer approval, transfer to another division within the bargaining unit shall retain all previously accrued bargaining unit and classification seniority.

Section 13.3 Employees who Transfers between Job Classifications

Employees, who upon Employer approval, transfer to another job classification within the bargaining unit shall retain all previously accrued bargaining unit and classification seniority.

Section 13.4 Employees who Transfer in from another AMR Location

Employees, who upon Employer approval, transfer into the bargaining unit from another AMR location shall retain their previously accrued company seniority for benefit purposes and shall start with zero bargaining unit seniority.

Section 13.5 Out of Bargaining Unit Seniority

Employees who accept an out of the bargaining unit assignment shall have their bargaining unit seniority frozen for a period not to exceed twelve (12) months.

Section 13.6 Seniority Lists

Within sixty (60) days after the ratification of this Agreement, the Employer shall provide Company and Bargaining unit seniority lists by Division to the Union. The Union shall then have sixty (60) days to review to ensure the accuracy of such lists. Within the sixty (60) day period, the Union shall communicate any changes to the lists.

Thirty (30) days prior to each shift bid, the Union shall provide the list to the Employer for review, whereby the Employer shall have fifteen (15) days to review the accuracy of the lists and present any challenges.

Within the fifteen (15) day period, the Employer shall communicate any requested changes to the lists and upon completion of the fifteen (15) day period, the list shall be declared accurate.

A minimum of fifteen (15) days prior to a shift bid, the Union shall post the applicable lists for each Division (Rancho, Redlands, IFT).

Section 13.7 Loss of Seniority

Loss of Seniority: An employee shall lose all seniority rights for any of the following reasons:

1. Resignation after six (6) months termination from employment.
2. Discharge for cause.
3. Six (6) months of continuous lay-off.
4. Failure of a part-time employee to work their required shifts except in cases where the Employer is unable to offer the required number of shifts.
5. Two (2) no call/no shows within a rolling twelve (12) month period.
6. Failure to return to duty after the expiration of an approved leave of absence (LOA)
7. Temporary loss of certification issued by any applicable agency (excluding circumstances outside of the employee's control as determined by the Employer) in excess of sixty (60) days.
8. Loss of certification based on a formal decision by the issuing agency.

Section 13.8 Maintenance of Seniority

Employees shall maintain and continue to accrue their classification seniority during the following events:

1. Authorized leaves of absence, not to exceed six (6) months, except as provided by law.

ARTICLE 14 - SHIFT BIDDING/SHIFT TRADES

Section 14.1 Shift Bidding

Shift bid schedules are based on the framework of the Company's daily demand for services. The bidding of full-time shifts will occur at a minimum in June and December of each year to be effective for July and January shifts respectively. The Union will conduct the shift bids by operating division (Redlands 911, Rancho 911, IFT) based upon the shifts, dates, times, locations and need as determined by the Employer, based upon classification seniority as maintained by the Union, however, the final decision regarding the shift bid schedules shall rest solely with the Company.

Section 14.2 Bidding for Open Shifts

When a shift becomes vacant which occurs between scheduled shift bids and the Employer determines they intend to fill the open shift the shift shall be posted for seven (7) days and open for employees to submit a request to transfer. Open shifts shall be posted on the operational bulletin boards at the main deployment center for Rancho and Redlands operations. Employees interested in open positions should consult the main deployment center bulletin boards. Requests for transfer to an open shift will be awarded based upon classification seniority. In the event the open shift is filled through a transfer request, the subsequent vacant position, if filled, will be filled at the discretion of the Employer.

All positions shall be posted on-line, and all shifts shall be awarded online via the electronic time keeping system, based on the criteria provided in this Agreement. Sixty (60) days following the implementation of this, or any other scheduling system, the parties will meet to discuss user difficulties or training concerns.

Section 14.3 Shift Elimination

Employees whose shifts are eliminated shall have first preference to select any available open shift within their classification. In the event there are no open shifts, the affected employee shall have the option of transferring to the shift of the least senior employee in their classification, (provided the affected employee is not the least senior employee), converting to part-time status or accepting a layoff. If the affected employee transfers to the shift of the least senior employee within their classification, the least senior employee may convert to part-time status or be laid off in accordance with the layoff procedures outlines in this agreement.

Section 14.4 Partner Bidding

Two employees who would like to work together will be allowed to submit a joint bid. The classification seniority of the two partners will be averaged and then will be used to determine seniority for partner bidding, provided the requirements of the shift are met.

Section 14.5 Shift Trades

Employees shall be allowed to trade shifts without loss of benefits if the following procedures are followed. A shift trade is where an employee and another employee of the same certification level agree to work each other's assigned shift(s).

- A. A completed shift trade request form must be submitted to the scheduling department or in the event the scheduling department is unavailable to the on-duty supervisor no less than three (3) business days in advance. In emergency situations, the employee may provide the completed trade request to their supervisor less than three (3) business days in advance of the shift involved. Employees will be notified of the approval or denial of the request no less than twenty-four (24)

hours prior to the requested trade. Shift trades shall be prohibited where they result in additional overtime costs to the Company.

B. All shift trades must be completed within a single pay period.

C. Once an employee receives a shift from another employee by shift trade, that shift is the responsibility of the employee that accepted it.

Section 14.6 Shift Giveaways

Shift giveaways will be limited to no more than four (4) per month and shall meet the same criteria as shift trades as defined in this Article. Employees shall be responsible for finding their own coverage and shift giveaways must be submitted pursuant to the time limits in sub-section A above.

Once individual giveaways have been approved by the Employer, they cannot be rescinded unless it is by mutual agreement and notification to the Company.

ARTICLE 15 - PAID TIME OFF (PTO) and HOLIDAYS

Section 15.1 PTO Defined

All regular full-time employees covered by this Agreement who have been continuously employed as a full-time employee by the Employer for six (6) months shall be eligible for Paid Time Off (PTO), which shall accrue from date of hire, without loss of pay in accordance with the schedule provided in Section 15.02. Such time may be used for personal time, vacation or sick time as the employee wishes. PTO is not available for any employee to use until after he/she has successfully completed six (6) months of service with the company.

Section 15.2 PTO Accrual

Regular full-time employee shall accrue PTO benefits based on the following scale:

Length of Service	(PTO earned per pay period)			
	8/40 (shift)	12/42 (shift)	24/56 (shift)	24 hr. Fixed Shift
12 Months	3.08	3.77	5.03	5.38
13 - 48 Months	4.62	5.66	7.54	8.08
49 - 108 Months	6.15	7.55	10.05	10.77
109 - 179 Months	7.70	9.44	12.55	13.46

Section 15.3 PTO Usage

Employees must submit a PTO request via the established process.

PTO must be utilized for entire shift with the following exception:

- A. 24-hour shift employees may request PTO in 12-hour increments.
- B. The Employer may grant a minimum of four (4) Paramedics and four (4) EMT's PTO per day per operation (Rancho, Redlands, and IFT), with the exception of times where either or both operations have significant staffing challenges or with a minimum of two (2) per classification and per operation per day, and one (1) VST may be granted PTO per day based on operational necessity. PTO may be taken in 1 shift increments or in blocks. PTO shall be granted by the Employer in order of seniority and may be submitted no more than ninety (90) days in advance. Requests submitted for PTO with less than 30 days' notice shall be granted on a first come first serve basis. However, the employer will not unreasonably deny such requests. PTO must be submitted a minimum of seventy-two (72) hours in advance of requested date. Requests of greater than three (3) consecutive shifts must be submitted a minimum fourteen (14) days in advance.

Employees needing to take seven (7) or more consecutive workdays off for the following calendar year may submit requests to scheduling during the month of November the year prior. The Employee shall be notified via email of approval or denial by December 31st. Such requests shall be granted in order of seniority and once approval is given it shall not be rescinded for operational need. The Employer shall not unreasonably deny such requests. The Employee must have the available PTO at the time of their request as well as thirty (30) days prior to the scheduled PTO event; otherwise, the approval status will be subject to change at the time of the scheduled event.

- C. The Employer will attempt to respond to PTO requests, submitted within seventy-two (72) hours

of the requested date, within twenty-four (24) hours of submittal and no later than the following business day. The Employee shall be notified via email (when provided by the Employee) of approval or denial of such requests.

- D. A maximum of seven (7) weeks of vacation can be collected in PTO accrual bank. After reaching the maximum accrual employees shall cease to accrue PTO until their balance falls back below the maximum.
- E. Employees who have an unscheduled absence from a scheduled shift will be automatically paid all available PTO hours for the shift up to the amount of hours missed.

Section 15.4 Pay in Lieu of PTO

After completion of six (6) months of consecutive service, regular full-time employees may, at their option, choose to cash out unused PTO up to the amount of hours available in their PTO bank. Requests for pay in lieu of PTO must be submitted at least seven (7) days prior to the payday for which it is requested.

Section 15.5 PTO and Termination of Employment

Upon termination of employment, whether voluntary or involuntary, PTO shall be cashed out and paid to employee on their final paycheck, which shall be given no later than as mandated by state and federal law.

Section 15.6 Holidays

- A. The following days shall be considered paid holidays for the purpose of holiday pay. Employees who work on a designated holiday will receive an additional one times (1x) their hourly rate for all hours worked during the holiday period as defined in Sub-Section C below (total pay equals no more than two times (2x) the employee's straight time hourly rate of pay.)

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Veteran's Day
8. Christmas Day
9. New Year's Eve

- B. Employees who are scheduled to work on the holiday and fail to report shall not receive holiday pay. Additionally, employees must work the last scheduled day before a holiday and the first scheduled working day following the holiday in order to be eligible for holiday pay, unless time off on these days has been approved with pay.
- C. Holiday compensation will be paid for all hours worked on the holiday between 0000.00 and 2359.59 hours.

- D.** There shall be no duplication and/or pyramiding of hours that are compensated at the holiday premium rate. Holiday hours which are paid at a premium rate shall not count towards overtime.
- E.** Employees who report for their scheduled shift on a holiday, but are sent home before completing their shift, shall receive holiday pay for all hours worked during the holiday period, but no less than four (4) hours.

ARTICLE 16 - FIELD TRAINING OFFICERS, LEAD FIELD TRAINING OFFICERS AND ASSOCIATE SUPERVISORS

Section 16.1 Field Training Officers (FTO)/Lead FTO and Associate Supervisors

The Employer shall, at its sole discretion, identify those who desire to fill the position to act as Field Training Officers (FTO)/Lead FTO (LFTO) or Associate Supervisors. All LFTOs shall be required to train new employees as assigned.

LFTOs and Associate Supervisors shall have a performance review completed annually and can remain as LFTOs or Associate Supervisors provided their performance is satisfactory. LFTOs and Associate Supervisors whose performance is less than satisfactory shall be given written notice of areas requiring improvement, and ample time (not to exceed 60 calendar days) to demonstrate compliance with the required improvements.

In the event a LFTO or Associate Supervisor engages in an activity that violates company policy, procedure or other requirement said employee may be subject to removal as an LFTO or Associate Supervisor and to corrective action up to and including termination. Employees will have an opportunity to meet with the CES Coordinator prior to removal of their LFTO status.

The Employer, in its sole discretion may add or eliminate LFTO or Associate Supervisor positions based on its determination of need without setting precedence or establishing practice. In the event the Employer decides to eliminate LFTO and/or Associate Supervisor positions such determination shall be done based on inverse seniority with a minimum of thirty (30) day notice to the affected employee(s).

ARTICLE 17 -PERSONNEL – DEFINITIONS

Section 17.1 Employee Definitions

Full-Time Employees – Defined as employees who are regularly assigned a schedule to work at least thirty – six (36) hours per week.

Part-Time Employees - Defined as employees who may be regularly assigned a schedule by the Employer, and who work less than thirty- six (36) hours per week.

Section 17.1a Status Changes

Any employees may apply to change their status, (i.e., full-time to part-time, etc.) and shall request such a change, in writing, to the Employer, and such change in status shall be at the sole discretion of the Employer.

Section 17.2 Alternative Staffing Sources

The Employer may use non-bargaining unit personnel on a temporary basis to perform work covered by the Agreement at the sole discretion of the company. Such temporary assignments shall not be used with the intent to displace any bargaining unit employee or to erode the bargaining unit. Bargaining unit personnel shall have first rights of refusal to perform bargaining unit work and shall have the ability to replace non-bargaining unit members twenty-four (24) hours prior to the start of any shift. When an opening occurs less than twenty-four (24) hours prior to the start of a shift, the Employer agrees that it will attempt to fill the opening with a bargaining unit member. Replacement of a bargaining unit member shall not create premium pay.

Section 17.3 Personnel Records

Employees may review their personnel file, or copies thereof, upon written request to the Company. Employees shall schedule an appointment in advance with the designated representative from the Human Resources Department. The review will take place in the presence of the HR representative. The Company shall provide an opportunity for the Employee to respond, in writing, to any information in the Employee’s personnel file about which he/she disagrees. Such response shall become a permanent part of the Employee’s personnel record. The Employee shall be responsible for providing the written response, to be included as part of the Employee’s permanent personnel record.

Section 17.4 Outside Work

Full –time employees shall not engage in outside employment if such employment interferes with the employee’s work obligation with AMR.

ARTICLE 18 - ADMINISTRATIVE LEAVE

Section 18.1 Leave Reasons

Employer may place employees on paid administrative leave in the following circumstances:

1. An investigation by the Employer into allegations of serious misconduct that could lead to corrective action; or
2. Following suspension of clinical privileges by an EMS Agency; or
3. Following an arrest for alleged serious criminal misconduct

In the event that there is an investigation by the Employer into allegations of serious misconduct that could lead to corrective action, the employee may be placed on paid administrative leave.

Employees who fail to notify the Employer prior to the employees next scheduled shift of an arrest related to the above shall be subject to corrective action up to and including termination. The Employer will make a reasonable effort to provide employees notice of the reason for being placed on administrative leave. Employees shall be obligated to cooperate in the investigation and shall remain available for an administrative interview while on administrative leave. Employees who refuse to cooperate with an investigative interview shall be subject to immediate corrective action.

Section 18.2 EMS or Criminal Proceedings

Any situation where an employee is placed on administrative leave pending the conclusion of any EMS Agency proceedings or criminal proceedings that takes longer than ninety (90) days, the employee shall be separated from employment.

ARTICLE 19 - ALCOHOL AND DRUG FREE WORKPLACE

Section 19.1 Drug/Alcohol Testing

All crew members shall be subject to drug and/or alcohol tests, following all collisions involving an AMR vehicle where one or more persons are transported by ambulance; when any vehicle must be towed from the scene or when any vehicle is placed out of service due to an accident at the discretion of the Employer. Additionally, an employee may be subject to testing based on reasonable suspicion that an employee is under the influence of or impaired by, drugs or alcohol.

Section 19.2 Testing Facilities

Specimens will be taken only at an off-site facility or laboratory licensed for such testing. When a specimen is obtained, the container or test tubes must remain in full view of the employee, and in the presence of the employee, must be sealed and labeled. Upon request, the employee may initial the container. All tests shall be performed by an off-site facility according to national and industry standards, procedures, and policies.

Section 19.3 Confidentiality

Management and supervisors are to restrict communications concerning testing and test results to persons who have an absolute need to know. The test results are to be reported to an appointed management official, and all files are to be kept confidential and locked and will be treated in accordance with all applicable Federal and State laws (i.e., HIPPA).

Section 19.4 Pending Results

Employees who are subject to drug and/or alcohol testing will be placed on leave with pay, pending the results of the laboratory tests. Following these tests, employees found under the influence of drugs or alcohol (in accordance with National Institute of Drug Abuse, or D.O.T. 49 CFR) shall be subject to immediate discharge for cause.

Employees who test negative will be immediately reinstated to their position.

Employees who refuse to undergo drug and/or alcohol testing pursuant to this Article may be subject to immediate discharge for cause.

All positive alcohol and/or drug screening results must be confirmed by gas chromatography/mass spectrometry, or equivalent industry approved confirmation test. Prior to any disciplinary proceedings, the employee shall be provided a copy of the test results.

Section 19.5 Rehabilitation

Any employee not subject to drug and/or alcohol testing pursuant to this Article and who voluntarily requests assistance for drug and/or alcohol rehabilitation shall be allowed an unpaid leave of absence up to a maximum of ninety (90) days to attend rehabilitation at a program. Upon successful completion of the program (verified by a doctor's certification), the employee may be returned to work. In addition, after completion of a rehabilitation program the employee, as a condition of employment, shall submit to random drug testing up to four (4) times in a one (1) year period, at the expense of the Employer. If all tests are negative, then the employee shall be deemed rehabilitated and the employee shall be dealt with, in the same manner as all other employees. If any test is positive during the one (1) year period after

return from rehabilitation, the employee shall be terminated immediately. The Employer may implement a more comprehensive drug/alcohol policy, which shall apply to all employees, so long as the provisions do not conflict with the provisions of the Article.

Section 19.6 Employee Personal Belongings and Vehicle Search

Management shall have the right to search employee's personal belongings, including lockers, vehicles, bags, etc., parked on company property, if management has reasonable suspicion that the employee is in unlawful possession of controlled substances or firearms, weapons, or unauthorized possession of company or other employees' property, or materials or items which violate the company's policy against unlawful harassment.

- A.** Except in circumstances involving the possible destruction or personal harm of evidence, all searches or inspections shall be conducted in full view of the employee with a Union official present.
- B.** Such inspection or search will only take place when an employee's property or employee's vehicle is on company property. Company property shall be defined as a vehicle, building, locker, parking lot or parking structure owned or leased in its entirety by the Employer.

Section 19.7 Contractual Testing Obligations

In the event a public or private entity requires that a random drug testing policy be implemented as a contractual obligation between the customer and the Employer, the Employer agrees it shall meet and negotiate with the Union over the implementation, testing process, impact, and specific requirements of the program ninety (90) days prior to the implementation of such program.

ARTICLE 20 - ATTENDANCE AND PUNCTUALITY

Section 20.1 Attendance

In an effort to improve attendance and help keep daily staffing levels at 100%, which benefits our patients as well as our coworkers, the company must be able to rely upon you to report to work as scheduled. Every absence or incident of tardiness is undesirable, although we understand some occurrences are unavoidable or understandable.

AMR team members must report to work punctually as scheduled and work all scheduled hours/shifts and any required overtime. Excessive tardiness and/or poor attendance disrupts the workflow, increases the workload of fellow employees, and may affect employee morale and the quality of customer service. Good attendance and punctuality are fundamental responsibilities of each AMR team member.

Occurrences of tardiness and absenteeism are tracked on a continual ninety (90) day basis.

Only approved leaves of absence approved pre-scheduled Paid Time Off (PTO) are exempt.

Section 20.2 Definitions

- A. Tardy:** Anytime an employee fails to clock in for their scheduled shift within one (1) minute of their scheduled shift time.
- B. Unscheduled Absence:** Any time an employee calls off for their scheduled shift or fails to complete any scheduled shift. Retrospectively the Operations Manager shall have the discretion to approve unscheduled absences on a case-by-case basis.
- C. Approved Scheduled Absence:** Anytime an employee has been pre-approved to have a scheduled absence.
- D. Attendance Period:** Any continual ninety (90) calendar day period of time.
- E. Attendance Occurrence:** Any tardy, unscheduled absence, or any type of unscheduled, incomplete, or partial shift (unless previously approved by management), failing to clock in or out for a shift.
- F. No Call/No Show:** Anytime an employee fails to notify the Employer and fails to report to work

Section 20.3 Attendance Tracking

Excessive unscheduled absences, tardiness and no call/no shows shall result in corrective action up to and including termination. Any employee who has three (3) or more attendance occurrences within any rolling ninety (90) day period shall be issued the appropriate level of corrective action for violation of this Article.

Unscheduled absences for two (2) or more consecutive shifts due to the same illness or injury shall count as one (1) occurrence provided the employee can provide acceptable medical documentation to substantiate said illness or injury if requested by the Employer.

Any No Call/No Show in any rolling ninety (90) day period shall count as two (2) occurrences. Two No Call /No Shows in any rolling twelve (12) month period shall result in immediate termination.

Tardiness of greater than one (1) minute and less than fifteen (15) minutes shall count as one half (1/2) attendance occurrence. Any tardiness of greater than fifteen minutes shall count as a full occurrence.

Failure to clock in at the beginning of a shift shall count as one half (1/2) attendance occurrence, unless the reason was beyond the control of the employee provided, they immediately notify a supervisor.

Additional violations of a Company policy may result in the employee receiving additional corrective action up to and including termination. At no time will there be any pyramiding of attendance infractions within a twenty-four (24) hour period.

ARTICLE 21 - LEAVES of ABSENCE

Section 21.1 Military Leave

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state, and local law. Military leaves are unpaid, but the employee may use accrued vacation pay during the absence. If an employee chooses to continue health benefits while on military leave, the Company will continue to pay the Company-portion of insurance premiums for up to twelve (12) months, so long as the employee remains on active duty and pays the employee-portion of premiums during that time. Employees will then be offered continuation of benefits under COBRA for up to an additional twelve (12) months. Upon reemployment, any break in employment due to military service will not be treated as a break in service for purposes of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan. Reinstatement shall be governed by the federal, state, and local laws referenced above.

Section 21.2 Family Medical Leave/California Family Rights and Pregnancy Disability Leave

Employees will be granted leave of absence in accordance with the Federal Family and Medical Leave Act of 1993 ("FMLA"), or the California Family Rights Act as amended in 1993 ("CFRA"), provided they meet all of the criteria required by these Acts. In addition, employees will be granted pregnancy disability leave ("PDL") in accordance with California law. In all cases, the employee should make a reasonable effort to provide the Employer with not less than 30 days' notice of the intent and reason for the leave. The Employer shall have the right to request that the employee obtain medical opinions and certifications supporting the leave request.

The employee shall be returned to his/her former or an equivalent position upon return from the leave. With the exception of pregnancy disability leave, the Employer reserves the right to require employees to utilize available PTO for any part of an FMLA/CFRA leave. PDL does not run concurrently with CFRA leave. Medical benefits for employees on FMLA/CFRA and pregnancy disability leave will continue on the same basis as when the employee was actively at work. Employees remain responsible for paying any applicable premium contributions for medical benefits except as otherwise required by law.

The Employer reserves the right to require employees to provide an unrestricted return to work clearance form completed and signed by the employee's physician prior to returning to work from a Family Medical Leave/California Family Rights leave.

An employee who does not return to work on the first shift scheduled after a FMLA/CFRA/PDL leave will be considered to have voluntarily resigned from employment.

The sole exception will be if the employee is prevented from returning to work due to expired licenses, certifications, or accreditations, in which case the employee shall have thirty (30) days from the date of the leave expiration to restore any required license, certification or accreditation. The Employer retains the right to terminate any employee who fails to restore the required license, certification, or accreditation within the thirty (30) day period immediately following expiration of such leave.

Section 21.3 State Law

The Federal Family and Medical Leave Act (FMLA) does not supersede any provision of a state or local law that provides greater family or medical leave rights than the Act provides. Employers are required to apply provisions of state family leave/medical laws, if they are more generous to the employee requesting the leave.

Section 21.4 Workers' Compensation Leave

If an employee suffers a workplace injury or illness, they may be eligible for a Workers' Compensation Leave of Absence (WCLOA). A WCLOA runs concurrent to a qualified FMLA LOA, PLOA, and/or any other qualified LOA.

The maximum time period for a WCLOA will be equal to the term of a DLOA which is no more than any twelve (12) calendar months (not required to be consecutive) in any rolling eighteen (18) month period from the onset of the leave, subject to applicable state and federal law. If an employee fails to return to work at the expiration of the authorized leave, he or she shall be considered separated from employment.

Whenever feasible the Employer may offer a transitional duty (also known as "modified duty" or "light duty") position to an employee injured at work. Transitional duty is only available to those employees who have suffered a covered Workers' Compensation injury or illness and will not be available to any other employee, subject to any applicable federal, state, or local law.

Time worked in such position shall not exceed one hundred twenty (120) days and shall be paid at the applicable hourly rate for the transitional duty position.

An employee has taken a WCLOA, upon his or her return from leave may be asked to provide a fitness-for-duty report from the healthcare provider stating that he or she able to return to work and submit to a Physical Agility Test at the discretion of the Employer.

The Employer will continue to provide health benefits for employees on Workers' Compensation Leave as long as the employee continues to pay all applicable contributions, up to a maximum time period for the WCLOA. Employees shall not accrue PTO while on Worker's Compensation Leave.

Employees on a Workers' Compensation leave of absence will be allowed to return to their regular job classification and job assignment only upon successful passing of a physical agility test or fitness-for-duty examination performed by a health provider or a physician chosen by the Employer. Workers' Compensation leave of absence will run concurrent with any other qualified LOA.

Section 21.5 Personal Leave of Absence (PLOA)

A full-time employee may submit a request to the employees Operations Manager for an unpaid Personal Leave of Absence (PLOA) that shall not exceed thirty (30) days maximum in any rolling twelve (12) month period. All approvals for a PLOA shall be at the sole discretion of the Employer. The Employer assumes no responsibility for and offers no guarantee to the employee approved for a PLOA that that a position will be available to the employee at the end of the leave. In such instance that a position is not available the employee shall be separated from employment. At no time, shall a leave of absence be granted for the purpose of finding alternative work or working for any other employer.

Section 21.6 Benefits during Leaves of Absence

The health and welfare benefits, including health care spending accounts for employees on an approved leaf of absence, may be continued or revoked at their request. Cancellation of benefits must occur within thirty-one (31) days of the onset of the leave.

Employees may continue health benefits for the duration of an approved leave of absence; however, the employee is responsible for their share of the insurance premiums. While on leave, the employee's share of the insurance premiums must be paid by the method normally used during any paid leave. If the employee does not make the premium payments, the Company will have no alternative other than to discontinue your coverage. Employees shall not accrue PTO during the period of leave and are not paid holiday pay while on leave.

If benefits are discontinued, you and/or your qualified dependents will be offered continuation of benefits as provided for in the Internal Revenue Code Section 162(k), Consolidation Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer matching contributions to the company 401(k) Plans will not be made during any non-FMLA Leave of Absence. Employees are eligible to resume participation in these plans as provided for in the plan document.

Section 21.7 Bereavement Leave

Full-time employees are entitled to take paid time off of up to three (3) consecutive workdays for bereavement, funeral arrangements, and/or attendance at the funeral in the event of a death in an employee's immediate family. If the employee needs or desires to take additional leave time, he/she may, with the approval of his/her supervisor, use accrued PTO or take unpaid time off. For purposes of this article, "immediate family" is defined as a spouse, child, parent, sibling, corresponding in-law or "step" relation, grandparent, grandchild, aunt, uncle, and registered domestic partner. Employees shall not accrue PTO while on bereavement leave. If the death is of a spouse, registered domestic partner or child, an additional two (2) days of paid leave shall be provided.

Section 21.8 Union Business/Union Leave

Two (2) union delegates may be granted unpaid leave from duty to attend the convention of the United Steel Workers for seven (7) days. Such leaves will require a minimum of fourteen (14) days advance written notice to the Employee's supervisor. These employees have the option to utilize their benefit time during said leave. At no time should this leave exceed seven (7) days.

ARTICLE 22 - JURY SERVICE/ SUBPOENA SERVICE

Section 22.1 Jury Service

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition in same, shall be granted time off without loss of pay or benefits if required to appear and the incident giving rise to subpoena is work related. The employee must submit documentation representing time spent in compliance of said subpoena to their Operations Manager upon their return to work in order to receive payment for such time.

Full-time employees summoned for jury service shall be excused from scheduled duty upon presentation of the summons to the immediate supervisor. Upon return to scheduled duty, the employee must present a statement provided by a member of the court certifying the employee's participation as a juror and the dates of attendance.

Employees shall be compensated up to a maximum of ten (10) days for the difference between the juror fees they are paid and their regular pay from the Employer for the work they miss because of juror service.

If the employee is excused from his/her jury obligation prior to the completion of the employees shift, the employee shall have the option of using PTO for the remainder of the shift or take the remainder of the shift without pay. Employees shall provide to the Employer within the same pay period of the jury service a copy of the release from Jury service in order to be paid PTO for the remainder of the employees shift.

Employees who are summoned for jury service shall give the Employer a minimum of five (5) days' notice that they have been summoned.

Section 22.2 Subpoena

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition in same, shall be granted time off without loss of pay or benefits if required to appear and the incident giving rise to subpoena is work related. The employee must submit documentation representing time spent in compliance of said subpoena to their Operations Manager upon their return to work in order to receive payment for such time. If the employee is excused from his/her obligation and more than four (4) hours remain in the employee's normally scheduled workday, the employee shall return to work.

Employees shall not be entitled to pay under this provision if a trial or proceeding that initiates the subpoena is by or on behalf of a present or past employee that has initiated litigation towards the Employer, however, the Employer shall insure that the employee is allowed the time off for such proceeding and that the employee may request PTO for his/her time off.

ARTICLE 23 - UNIFORMS

Section 23.1 Uniforms

The Employer agrees to arrange an employee purchase credit of five hundred (\$500) dollars per year for full-time employees to purchase approved uniforms or uniform items from a local uniform provider.

The Employer agrees to arrange an employee purchase credit of two hundred fifty (\$250) dollars per year for part-time employees to purchase approved uniforms or uniform items from a local uniform provider.

Section 23.2 Employee Provided Uniform

Employee provided uniform items are at the expense of the individual and must be ordered by the individual directly.

Employee Supplied Uniform items:

- A. Black Belt - 1 ½” black leather plain or basket weave with silver buckle.
- B. Shoes - Black leather or patent leather uniform-type footwear.

Optional Uniform Items:

- A. Company approved MD7201 Navy “Flexfit” baseball cap with AMR logo. Hats must be worn with the bill/logo facing forward at all times.
- B. Navy Blue Knit (“beanie”) watch cap with AMR Logo. Watch caps shall only be authorized for wear December 1st to March 30th each year, and only at night or when the temperature falls below 54 degrees Fahrenheit.
- C. 5.11 brand dark navy-blue cargo EMS Pants – Product number 74363 (men’s) / Product number 64369 (women’s).
- D. 5.11 Tactical Firefighter Quarter-Zip Job Shirt – Product number 72314
- E. Tundra-style jacket, dark blue in color.
 - i. For items in D and E above, the AMR logo shall be embroidered on the upper left chest. The employee’s first initial and last name with level of certification directly under the name in BLOCK PRINT with white lettering shall be embroidered on the upper right chest. Class “B” uniform shall be worn under all outer garments (i.e., sweatshirt, fleece liner, etc.) at all times while on duty. Sweatshirt must be ordered through an approved Company vendor only.
- F. Dress/formal Class A uniform for special events, with Employer approval
- G. Personal Protective Gear (requires management approval prior to purchase).

Section 23.3 Optional Uniforms policies / requirements

With the exception of a singular union button, no other insignia, flags, patches, badges, or buttons are to be worn, except as issued by the company.

Upon voluntary or involuntary separation from the Company, the employee must return all uniform items issued by the Company. Failure to return Company issued items may result in the employee being held financially responsible for the value of such items.

The standard AMR patch designating Paramedic, EMT, and VST is to be worn on the left arm and County EMS patch on the right arm. Patches will be placed 2 inches from shoulder seam to top of patch. Insignias, badges, or buttons may be worn only following approval of both the Company and the Union.

The uniform and ID Badge are to be worn at all times while on duty. All personnel will begin each shift of duty wearing a clean pressed uniform and shall maintain an extra uniform at the deployment center in the event of soiling during the shift of duty.

Employees must be in their full and complete uniform at the time they clock in for their shift. If an employee reports to work improperly dressed or groomed, they may be sent home to change and/or subject to other corrective action. Consequently, the employee will not be compensated for lost time.

Section 23.4 Laundering / Cleaning of uniforms

The Company shall contract a cleaning/laundry service that will provide laundering or destruction of contaminated uniforms. Both parties agree that the Employee shall be responsible for the laundering and any associated fees of laundering for all wash and wear uniforms articles.

Section 23.5 Replacement of Worn Uniform Components

It shall be the responsibility of each employee to replace worn uniform items. Optional uniform items that are determined by the Employer to be excessively worn or faded will not be allowed to be worn while on duty.

Section 23.6 Personal Hygiene

All employees will maintain a regular hygienic schedule as to brushing teeth, bathing, and washing. Excessive jewelry, and body piercings are prohibited. Tattoos on the head, neck and face shall be concealed and shall not be visible. Tattoos depicting discriminatory, racial, or otherwise offensive nature shall not be visible under any circumstances while on duty. Other tattoos not covered by the standard uniform will be addressed on a case-by-case basis. Appropriateness of the tattoo will be determined by management and management decision shall be final. All visible body piercings, including tongue rings, will be removed prior to the start of shift. Dangling jewelry, (e.g., neck chains, bracelets, earrings, etc.) can create a safety hazard and are prohibited. Hair of an unnatural color is not permitted, regardless of length or style.

All employees will be clean shaven at all times, have neat haircuts, not to touch the collar. All employees' hair length shall not interfere with job safety requirements and shall be worn up. Beards and goatees are specifically prohibited. Mustaches are permitted, however must be trimmed and shall not exceed one-inch (1") below and beyond the corners of the mouth. Handlebar mustaches are not permitted. A small patch of hair below the center of the lip may be worn, shall be neatly trimmed, and shall not be extended more than one-half inch (1/2") below the lower lip and not wider than one-half inch (1/2"). Sideburn length should not extend below the earlobe; fullness will be at management's discretion. All employees are expected to present in a professional manner at all times while on duty.

Female employees may use lipstick and makeup in moderation (no glitter makeup). Nail polish, if used, should be clear or flesh tones and fingernail tips are not to exceed one-fourth of an inch past the fingertip.

While use of a deodorant or anti-perspirant is permissible and desirable, the Company maintains a "fragrance free" policy. This means that you should not wear colognes, perfumes or after-shave lotions

that could have an adverse effect on patients or coworkers. Sunglasses are prohibited when entering homes, hospitals, businesses, physician's offices, or other medical facilities, inside the patient care area of the ambulance or when providing patient care.

Section 23.7 Specialty Uniforms

Management will determine specialty uniforms, i.e., the bike team.

ARTICLE 24 - MISCELLANEOUS

Section 24.1 Examinations

The Union agrees that Employer may require employees to take a fitness for duty test at any time with reasonable belief that the employee is unable to safely perform their duties poses a threat to co-workers or the public or displays an appearance of impropriety. The examination shall reasonably test the employee's ability to perform the job duties required by the Employer and may include but not be limited to a physical fitness exam and/or a psychiatric evaluation by a physician selected by the Employer, at the Employer's expense. Such test may be administered in instances including, but not limited to, a return to work for Workers' Compensation, return to work from FMLA or other leave of absence. If the employee leave is for reasons other than the employee's own injury/illness and such leave is for not more than ninety (90) days, then no fitness for duty test shall be administered. Such event shall not preclude the Employer from conducting a fitness for duty test in the event the employer has reasonable belief that the employee is unable to safely perform their duties and perform the essential functions of their job.

If an employee fails to pass a fitness for duty examination the employee will be placed on leave of absence for a maximum of sixty (60) days without pay or until he/she successfully passes the examination, whichever occurs first. Employees may use any accrued Paid Time Off (PTO) at their discretion during the unpaid leave.

Should the leave of absence expire prior to the employee passing the examination said employee shall automatically be resigned from employment. Such resignation shall not be grounds for appeal under the arbitration provision of this Agreement.

Section 24.2 Meal and Rest Periods

Employees shall be entitled to one (1) meal break of thirty (30) minutes during each 8-hour shift. Employees shall be entitled to two (2) meal breaks of 30 minutes each during each 12-hour shift. Employees shall be entitled to three (3) meal breaks of at least 30 minutes each during each 24-hour shift. Employees shall also be entitled to a ten (10) minute paid rest period for each 4-hour work period.

Employees are required to take their meal periods during times of non-activity. For purposes of this section, "non-activity" means the employees are not handling any calls, are not performing any work, and are not traveling to or from a post location. In an effort to assist the employees with planning their meal and rest periods, the Company shall regularly provide status level updates when dispatching calls.

Employees who do not have a sufficient period of "non-activity" as set forth above shall be paid one (1) additional hour of pay at their regular hourly rate for each workday they do not receive all of their required meal breaks.

To the extent CAD records and/or unit activity reports show that an employee requesting the additional one (1) hour of pay had sufficient periods of non-activity greater than (30) minutes in which to obtain the meal periods set forth above, the request for the additional one (1) hour of pay may be denied on the basis that the employee received all required meal periods.

Section 24.3 Disasters

A. Local Disasters

The Parties agree that the Employer shall be relieved of any and all obligations hereunder relating to scheduled paid time off, lunch and rest periods, job posting, shift changes and transfers, in the event of and during the term of a declared disaster or catastrophe such as fire, flood, explosion, power failure, earthquake, or other act outside the control of the Employer and causing disruption to the Employer's normal operations. In the event that the employee is on shift when a disaster occurs or the Employer designates a disaster situation, the Employer shall make every reasonable effort to allow the employee sufficient time to insure the welfare of the employee's family.

No employee shall suffer a financial hardship when pre-approved PTO is cancelled by the Employer as a result of a Local Disaster. The employer agrees to reimburse an employee for fees associated with the cancellation of pre-paid arrangements, provided the employee can show verification and documentation that the employee did incur a non-recoverable loss when the employee did diligently attempt to recover or delay plans at no loss to the employee. Any PTO that the employee would have used will be credited back to the employee's PTO bank. Claims relating to the cancellation of an employee's vacation shall be made as soon as possible, but no later than thirty (30) days following the cancellation. Claims submitted that exceed thirty (30) days shall not be eligible for reimbursement. In order to be eligible for reimbursement under this provision, the employee must be able to show verification and documentation that the PTO was planned and pre-paid prior to the declaration of the Local Disaster. Except as provided by the first two (2) paragraphs above, bargaining unit employees shall be covered by the terms and conditions of the collective bargaining agreement.

B. National Disasters

The Parties agree that the wages, hours, and all conditions of employment established by this Agreement shall be suspended, and the Employer shall be relieved of any obligations under this Agreement relating to wages, hours, benefits, and other terms and conditions of employment for employees who volunteer and are deployed to work as part of an Employer sponsored Disaster Response Team (DRT) effort.

C. Ambulance Mobilization Teams

Should AMR establish Ambulance Mobilization Teams or Medical Task Forces (collectively, "Mobilization Teams") in accordance with state or local guidelines or requirements, bargaining unit employees who participate on such Mobilization Teams shall receive the wages specified in this Agreement and shall be covered by all other terms and conditions of this Agreement while participating in all Mobilization Team activities, unless the Company and the Union enter into a separate written agreement establishing alternative wage rates and conditions of employment for Mobilization Team members.

Section 24.4 Sleeping on the Job

Sleeping on the job, without prior approval of Management is prohibited for employees who work less than twenty-four (24) hour shifts. Employees working twenty-four (24) hour shifts may only sleep on duty in specifically designated locations.

Section 24.5 Labor/Management Committee

A labor management committee which shall be comprised of four (4) bargaining unit members selected by the Union and four (4) members of management shall be established and meet quarterly. The purpose of the labor/management committee shall be to discuss work related matters of mutual interest and/or concerns, to promote harmonious working relationships between the employees, the Union, and the Employer. The committee shall not have the power to change the provisions of this Agreement or to negotiate new agreements or resolve grievances without concurrence from the Union and the Employer.

ARTICLE 25 - NO STRIKE/ NO LOCKOUT

Section 25.1 Understandings

The Parties understand that the duties performed by employees covered by this Agreement involve potential life and death situations, and that any delay in treating patients or transporting them to hospitals or other medical facilities, or in responding to calls, can exacerbate the problems of patients who are already ill and/or injured. To that end, the Union agrees that, during the term of this Agreement, neither the Union nor any of its agents or members will collectively, concertedly, or in any manner whatsoever, incite, ratify, encourage, sanction or participate in any picketing, strike, sit-down, stay-in, slowdown, boycott, work stoppage, paper strike (e.g., deliberate failure to submit timely, quality, accurate, and complete medical reports and billing information), or sympathy strike against the Employer, nor will they honor the picket line of any other bargaining unit not covered by this Agreement. The Union further agrees that this clause shall specifically prohibit any of the aforementioned conduct for protest of alleged unfair labor practices, and that any such alleged unfair labor practices shall be handled under the National Labor Relations Act.

No employee shall be required or directed to cross a legal primary picket line properly recognized by the Union. This provision shall not apply in case of medical necessity or in the event the Employer's facilities, or any other facilities or properties at which the Employer may do business, are picketed by any union or labor organization

Section 25.2 Violations

Employees who violate this Article shall be disciplined, up to and including termination. Any such discipline may be grieved under the Grievance Procedure set forth in this Agreement; however, the Parties agree that the sole issue for determination in any such grievance proceeding shall be whether the grievant directly or indirectly called, sanctioned, encouraged, or participated in conduct prohibited by this Article.

Section 25.3 Remedy

In addition to any other liability, remedy or right as provided by statute, the Union agrees that should there be any work stoppage, strike (including sympathy strike), sit down, sit in, (refusal to leave the employers premises), slow down, boycott, picketing, sick out, paper strike, withholding of services, or any other economic action or interference with the operations of the Employer, the Union shall immediately upon receiving notification from the Employer:

- A. Advise the Employer in writing that the Union did not call for or sanction the action.
- B. Notify each involved employee of the requirements of this Article and instruct them to cease such action and to return to work immediately if this has not been done. If requested by the Union to help in the delivery of such notification to the employees, the Employer agrees to facilitate the same.
- C. Post notices on Union bulletin boards publicly disavowing such action and instructing employees to cease such action and return to work immediately if this has not yet been done.

Section 25.4 Lockout

Employer agrees that it will not lock out any bargaining unit member during the term of this Agreement

ARTICLE 26 - GENERAL PROVISIONS

Section 26.1 Severability

The Parties agree that if any provision(s) of this Agreement becomes unlawful or invalid by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement; rather, all provisions of this Agreement that are not declared unlawful or invalid shall remain in full force and effect for the life of the Agreement. The Parties further agree that if any provision of this Agreement is held invalid or unlawful, they will enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

Section 26.2 Bargaining Waiver and Zipper Clause

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all private agreements, commitments, and practices whether oral or written, and expresses all obligations of and restrictions imposed on the Employer and the Union.

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

With respect to the negotiations leading to the execution of this Agreement, the fact that a proposal was made and withdrawn during the course of those negotiations shall not be used to prove that the party making the proposal had in any manner given up any rights granted to them elsewhere in this Agreement.

This Agreement is subject to amendment, alteration, or addition only by execution of an-Employer policy, written agreement between the parties or change in law. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any such term or condition. Nothing contained herein will void any specific provisions in this Agreement that expressly provides for bargaining.

ARTICLE 27 - BENEFITS

Section 27.1 Benefits

The Employer agrees to make available to all regular full-time employees covered by this collective bargaining agreement a sponsored benefit plan to include, Health, Dental, Vision, Group Term and Supplemental Life, Group Supplemental and Accidental Death and Dismemberment, Long Term Disability, Flexible Spending Accounts for healthcare and dependent care costs and an Employee Assistance Program. Full time employees become eligible to participate in the benefit plans on the first day of the month following sixty (60) consecutive calendar days of employment.

The Employer reserves the right to amend or change any and all insurance policies and provisions, the right to implement surcharges, fees, and the right to change providers, at its sole discretion. The actual terms of any and all insurance policies shall govern the eligibility for, and payment of, any insurance benefits.

Section 27.2 Medical Insurance

- A. For the calendar years 2021 and 2022, medical and prescription drug coverage shall remain the same as described in the Kaiser DHMO (\$750) plan, and the Anthem Consumer Driven Health Plan (CDHP \$2,000) plan summaries. The Employer shall pay seventy-five percent (75%) of the monthly premium for these plans for all eligible full-time employees. The dollar equivalent will be applied towards the total monthly premium for the plan that the employee selects. The employee will be responsible for the remaining medical insurance premiums through pre-tax payroll deductions.
- B. Effective January 1, 2023, medical and prescription drug coverage shall transition to the Blue Cross Blue Shield (BCBS) plans to include a PPO and High and Low Deductible Health Plan (HDHP) plans as described in the plan summaries and Kaiser PPO and a High and Low Deductible Health Plan (HDHP) plans as described in the plan summaries. The Employer shall pay ninety percent (90%) of the monthly premium for employee only coverage selection of the plans for all eligible full-time employees, all other coverage levels shall be paid at eighty percent (80%). The dollar equivalent will be applied towards the total monthly premium for the plan that the employee selects. The employee will be responsible for the remaining medical insurance premiums through pre-tax payroll deductions.

Section 27.3 Dental Insurance

- A. Dental coverage as described in the DMO / PPO dental plan summaries.
- B. The Employer shall pay seventy five percent (75%) of the monthly premium for DMO / PPO standard dental plan(s). The Employer will pay no more than this amount for the dental buy-up plan. The employee shall pay twenty-five percent (25%) of the remaining monthly premium through pre-tax payroll deductions.
- C. If the employee elects the buy-up dental plan, he/she shall pay the remaining monthly premium through pre-tax payroll deductions.

Section 27.4 Vision Insurance

- A. Vision coverage as described in the vision plan summary.
- B. The Employer shall pay fifty percent (50%) of the monthly premium for the Vision Service Plan (VSP). The Employer will pay no more than this amount for the vision buy-up plan. The employee shall pay fifty percent (50%) of the remaining monthly premium through pre-tax payroll deductions.

Section 27.5 Basic Life Insurance

- A. Coverage equal to two hundred percent (200%) of base salary, excluding overtime, bonuses, or commissions.
- B. Employees may purchase supplemental insurance and/or spouse and/or dependent coverage through payroll deduction.
- C. The Employer agrees to pay the full premium (100%) for basic life insurance for eligible full-time employees.

Section 27.6 Accidental Death and Dismemberment Insurance (AD&D)

- A. Coverage equal to two hundred percent (200%) of base salary, excluding overtime, bonuses, or commissions.
- B. Employees may purchase additional coverage and/or spouse coverage and/or dependent coverage through payroll deduction.
- C. The Employer agrees to pay the full premium (100%) for providing Accidental Death and Dismemberment insurance for eligible full-time employees.

Section 27.7 Long Term Disability Insurance

- A. The Employer shall provide a long-term disability plan that includes a one hundred and eighty (180) day elimination period and replaces sixty percent (60 percent) of an Employee's base salary, excluding overtime, bonuses, and commissions during an eligible leave of absence.
- B. The Employer shall pay one hundred percent (100%) of the long-term disability premiums for eligible full-time employees.

Section 27.8 Employee Assistance Program

The Company recognizes that early recognition, intervention, and treatment are important for successful rehabilitation and for reduced work, personal, family, and social disruption. An EAP will be made available to all full time and part time employees. The Employer reserves the right, in addition to any corrective action and with reasonable cause, to refer an employee to the EAP for assessment and treatment.

Section 27.9 Health Savings Account

Employees may defer contributions into a health Savings Account up to the maximum allowed by Federal Law, per calendar year, on a pre-tax basis per IRC 125 guidelines for

qualified health related expenses not otherwise covered under any health plan (i.e., medical, dental, vision).

Section 27.10 401(k) Plan

Effective January 1, 2022, employees covered by this Agreement shall have the right to participate in the Company 401(k) plan according to its eligibility requirements, vesting and other provisions as defined in the plan document, as that document may be amended from time-to-time.

Pursuant to the plan document, for each payroll period, for each eligible full-time employee, the Employer will make a matching contribution equal to 50% of each eligible employee's Elective Contributions to his/her 401(k) plan for the payroll period that do not exceed eight percent (8%) of the employee's wages for the payroll period. By way of example, if the employee makes an eight percent (8%) Elective Contribution to his/her 401(k) plan, the Employer will make a four percent (4) % matching contribution. The Employer's maximum contribution shall not exceed four percent (4%).

Pursuant to the terms of the Plan document, the Employer does not match Elective Contributions that are catch-up contributions (i.e., contributions in excess of plan and legal limits that can be made by participants who are at least age 50).

The provisions of the plan documents will govern eligibility, contributions, employer matching and vesting. The Employer reserves the right to modify the Plan Documents and substitute Administrators, Record Keepers and Trustees at its sole discretion.

Employees who have been employed for six (6) months, and who work at least one thousand (1000) hours per year may contribute up to maximum allowed by law of their gross annual wages into the plan.

ARTICLE 28 - LAYOFF AND RECALL

Section 28.1 Notice of Layoff

The Employer shall notify affected Employees and the Union of any anticipated layoff as far in advance as practical, but in no case less than one week. The one-week provision will not apply if the layoff is caused by cancellation of a contract that provides for less than a one-week notification and/or if the contracting customer provides the Employer with less than a one-week notice.

Section 28.2 Layoff Procedure

In the event it becomes necessary to make a work force reduction, layoffs will occur by classification in reverse bargaining unit seniority order.

Section 28.3 Recall Procedure

As positions become available, qualified employees shall have the right to be recalled within six (6) months from the date of layoff beginning with the most senior employee in the classification. Employees recalled to employment shall be sent a certified letter announcing such recall. Recalled employees who fail to respond within ten (10) days from the date of the recall letter or refuse a recall to their former classification shall be considered to have waived their recall rights. After six (6) months, employees who have not received written notice of recall may reapply for employment as openings become available. Employees recalled from layoff within six (6) months from the date of layoff shall be reinstated to a position in their former classification and shall have all benefit levels restored as if they had not left. Such employees will have health benefits restored effective the first day of the month immediately after the month in which they return to work. Any Employee recalled from lay-off must be qualified to perform the work available and have the required valid certifications and licenses at time of recall.

No new employee shall be hired until such time as all qualified, laid off employees in that job classification who are eligible for recall have been recalled from lay off.

ARTICLE 29 - HOURS OF WORK

Section 29.1 Work Week

The work week is defined as a seven (7) consecutive day period beginning at 0000.00 hours on Sunday and ending at 2359.59 hours the following Saturday.

Section 29.2 Workday

The workday shall be defined as a twenty-four (24) hour period beginning at 0000.00 hours and ending at 2359.59 hours.

Section 29.3 Work Schedules

The Employer reserves the right to add to, delete, modify, or implement any work schedule, shift assignment, or location of assignment to meet the company's operational needs. This includes, but is not limited to, starting times, lengths of shifts, and combination of shifts. In the event the Employer modifies more than twenty percent (20%) of an operating divisions schedule in between shift bids the Employer will conduct a new shift bid. The Employer will give affected employees ten (10) business days' notice before a schedule change takes effect. The ten (10) business day notice may be shortened in the event of an emergency, or if a change is required by county, regulatory, or governmental agencies.

Section 29.4 System Status Management

The Employer is bound to response time commitments and reserves the right to amend the unit deployment and staffing plans, as the Employer deems necessary to insure financial and contractual obligations at its sole discretion. When reviewing its system status plan, the Employer may consider recommendations from the Union.

Section 29.5 Reporting for Work

Employees will report for work call-ready at the location of their workstation at the assigned time for the shift and will remain on duty, barring extenuating circumstances, until properly relieved. Employees will be paid for all time worked on their regularly scheduled shift until their regularly schedule shift end time or until properly relieved.

Section 29.6 Overtime

- A. Overtime:** All time worked in excess of eight (8) hours in a workday and forty (40) hours during any workweek shall be considered overtime and paid at a rate of one and one half (1 ½) times the employee's straight time hourly rate. All time worked in excess of twelve (12) hours in a workday shall be paid at twice the employee's straight time rate.
- B.** Where an employee in a single workweek works two (2) or more different shifts and/ or different types of work for which different, regular (non-overtime) rates of pay have been established, overtime pay shall be calculated using the Fair Labor Standards Act (FLSA) weighted averaging method for such rates. There shall be no duplication and/or pyramiding of overtime.

Section 29.7 Rotation of Overtime

Shifts that are open for the following month shall be listed on the Employer's scheduling software whereby employees may submit their interest and availability for these shifts, including the order preference for the shift(s) they wish to obtain.

Shifts will be awarded two weeks prior to the effective date with the Employer awarding shifts first to part-time employees provided that the awarded shift will not result in any premium payments; secondly to full time employees that will not result in any premium payments. Any remaining open shifts will be filled on a first come, first served basis.

For vacancies that occur less than two weeks prior to the effective date, employees will be notified of open shifts using the paging system. Upon paging out the open shifts, all qualified employees will have a 30-minute window to call and notify of their availability for the shifts. Shifts will be awarded based on union seniority, first to part-time employees provided that the awarded shift will not result in any premium payments, and then to full time employees. At the conclusion of the 30 minutes, the paging system will be used to notify the employee that they have been awarded the shift. Any remaining open shifts will be filled on a first come, first served basis.

Section 29.8 Reporting Pay

Full time and part-time employees who report to work for a regularly scheduled shift and through no fault of their own are not permitted to work the scheduled shift shall be assigned to another unit for the duration of the shift. If another unit is not available, the employee may be assigned alternative work for the duration of the shift. If no other shift is available and the employee is not offered an alternate work assignment, the employee shall be released from work for the day and paid the minimum of four (4) hours pay. Employee's may use if available PTO to fill their day's pay at their discretion.

- A. In the event that two (2) employees report for the same assignment, they will attempt to mutually agree on who will work. In the absence of mutual agreement, the employee regularly scheduled for that assignment shall work. In the event neither employee is regularly scheduled for that assignment, the most senior employee will choose whether or not to work. Should the most senior employee decide not to work, the employee with the least seniority must work.
- B. With the exception of mandatory assignments, reporting pay is not applicable to events that are pre-scheduled for less than 4 hours' duration. Employees reporting to work for events scheduled for less than 4 hours shall be paid at a minimum, the hours advertised for that event.
- C. The provisions of this Section shall not apply if acts of God or failure of utilities interfere with work being provided, and if the Employer makes a reasonable effort to notify the employee not to report for work.

Section 29.9 Holdover

Employees already at work may be required to work a period of time immediately following the conclusion of an assigned shift, this period shall be defined as "Holdover".

A holdover shall be defined as a duty assignment that prevents an individual or crew from clocking out at their scheduled end of shift time. The only exception to this definition is: Time spent completing a call

that has been assigned prior to the end of the regularly scheduled shift including travel time back to the employee(s) deployment location.

If required by circumstances beyond the Employer's control (i.e., Mass Casualty Incidents, natural disasters, local, state or federally declared emergencies.) the Employer may hold you past your normally scheduled end of shift up to 1 hour. Any employee that is assigned a call in the last hour of their normally scheduled shift or at any time during the one (1)-hour holdover shall not be required to hold over beyond the time it takes to finish the call. Any employee who is not assigned a call within their normally scheduled shift hours or the one- hour holdover period will be released at the end of shift or holdover period. The Employer will make reasonable efforts to relieve employees experiencing a "bed delay" beyond the scheduled end of their shift. The Parties agree that this process is based on a call, and not a transport. If a unit responds to a call and is cancelled en route, that falls under the "one and done" guidelines. Calls that are reassigned to a closer unit do not fall under this process. The decision to hold an employee over shall be made by the on-duty Supervisor or Operations Manager. Mandatory holdovers shall only be applied to circumstances beyond the Employer's control (as described above and not including staffing issues), Should the potential for a mandatory holdover arise, a reasonable effort will be made by the Operations Manager or on duty supervisor, or his/her designee, to find voluntary coverage before a mandatory holdover is implemented.

All hours as defined as "Holdover" shall be compensated at an additional one-half time (.5x) the employees' hourly rate, not to exceed two times (2x) the employees base straight time hourly rate of pay.

ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the date commencing on October 22, 2021, upon final execution by the parties, except as otherwise specifically provided herein, through and including October 21, 2024. The Employer and the Union agree to enter jointly into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day prior to the date of expiration.

American Medical Response

United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union (USW)

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Sean Russell 11/17/2021
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Sean Russell Date
President, Pacific Region
American Medical Response

Thomas W. Conway Date
International President

DocuSigned by:
David Banelli 11/18/2021
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David Banelli Date
Vice President, Labor Relations
Global Medical Response

John E. Shinn Date
International Sec/Treasurer

DocuSigned by:
Christopher Gordon 11/18/2021
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Christopher Gordon Date
Regional Director
Rancho/Redlands Operations
American Medical Response

D. R. McCall Date
International Vice President (Administration)

Fred Redmond Date
International Vice President (Human Affairs)

Gaylan Prescott Date
Director, District 12

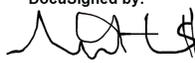
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Staff Representative
USW International

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Anthony Brown Date
President, USW Local 1853

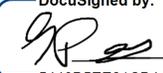
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Michael Johnson
Negotiating Committee

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Arthur Harris
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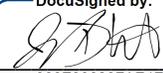
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Gilbert Perez
Negotiating Committee

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Kim Corona
Negotiating Committee

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Joseph Webster
Negotiating Committee

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Daniel Scott Williams
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Daniel Scott Williams
Negotiating Committee

11/15/2021
Date

APPENDIX A

Service Years	PM	EMT	VST
0-1 year	\$23.91	\$17.00	\$15.00
1	\$24.87	\$17.68	\$15.50
2	\$25.86	\$18.39	\$16.00
3	\$26.89	\$19.13	\$16.50
4	\$27.96	\$19.89	\$17.00
5	\$29.08	\$20.69	\$17.50
6	\$30.16	\$21.60	\$18.00
7	\$31.26	\$22.53	\$18.50
8	\$32.38	\$23.48	\$19.00
9	\$33.53	\$24.44	\$19.50
10	\$34.75	\$25.43	\$20.00
11	\$36.44	\$26.93	\$20.50
12	\$38.16	\$28.46	\$21.00
13	\$39.92	\$30.02	\$21.50
14	\$41.72	\$31.32	\$22.00
15	\$43.34	\$32.32	\$22.50
16	\$44.34	\$33.32	\$23.00

APPENDIX B

Dues and Assessment Processing Sheet

In order to assess and determine the Employer’s ability to implement dues deductions, initiation fees, and/or other assessments based on its payroll processing system please provide the following information:

1. New Deductions Set up or Change to Existing Dues Deduction Set up

New Set Up

Change to Existing Set Up

2. Official Union name and/or local to be identified with the specific contract and account

3. Employees covered under the collective bargaining agreement who will have dues deductions, initiation fees, and/or assessments (e.g., EMTs, Paramedics, Dispatchers, etc.)?

4. Flat Amount Dues Deductions

Yes

No

Total amount of annual dues to be collected per employee \$ _____

Amount to be collected per employee per pay period \$ _____

If different flat rate deductions apply based on employee status (i.e., full-time, part-time, etc.) and/or by job classification (e.g., EMT, Paramedic, Dispatchers) please indicate below (ex. full-time employees dues are \$20.00 per pay period and part-time employees are \$10.00 per pay period:

5. Calculated Dues Amounts (e.g., 2.5x employee’s hourly rate)

Yes

No

Total amount of annual dues to be collected per employee \$ _____

Amount to be collected per employee per pay period \$ _____

Please attach a copy of the specific calculation formulas to this document

6. Arrears deductions

Yes

No

*Note – The Employers processing systems are not capable of managing arrears on an individual employee basis. If arrears deductions are selected, they will be applied to all covered employees under the collective bargaining agreement during each pay period.

7. Initiation Fees?

Yes

No

Total amount of initiation fees to be collected per employee \$ _____

Total number of pay periods to be collected over _____

8. Other Assessments (e.g., D.R.I.V.E, COPE, PEOPLE, etc.)?

Yes

No

Amount to be collected per pay period \$ _____

Dues and Assessments Processing Sheet – Employers Use Only

Contract Code: #

Common Naming Convention Codes:

- Full-time
- Par-time
- Per diem
- Opt-out