

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**Medic Ambulance Sacramento Division**



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**THE UNITED STEEL, PAPER & FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL & SERVICE  
WORKERS INTERNATIONAL UNION (USW) AND TEMSA LOCAL 12911.**



December 3, 2021 to December 2, 2025

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## **ARTICLE 1: RECOGNITION AND SCOPE**

### **Section 1.00 Recognition and Scope of Agreement**

*The Employer recognizes the Union as the exclusive bargaining agent for all employees included in the following certified bargaining unit: All full-time and part-time Paramedics, Emergency Medical Technicians (EMTs), Wheelchair and SSTs employed by the Employer and who are working at or out of its facilities located at Isleton and Sacramento, California; excluding all professional, administrative, confidential employees, managerial employees and all other employees, guards and supervisors as defined in the Act.*

### **Section 1.01 Subcontracting**

*Employer shall have the right to subcontract work as long as all full-time and part-time bargaining unit employees are currently working their full-time scheduled hours. For purposes of this provision, it shall not be considered subcontracting for the Employer to transfer, assign, or turn over calls to another licensed provider to maintain contract agreements.*

### **Section 1.02 Relocation of Facilities**

*If any of the facilities listed in this Agreement are relocated to a different site within the same county serving the same or similar customers served from the previous site the provisions of this Agreement will remain in full affect for all relocated/transferred employees and all future hires that work in or out of the new site.*

## **ARTICLE 2 UNION SECURITY**

### **Section 2.00 New Employee/Termination Notice/Change of Status**

*Upon request, the Employer agrees to furnish the Union each month with the names of all newly hired employees covered by this Agreement, their address, classification, date of hire, status as full or part-time, and the name of any terminated employees and date of termination.*

### **Section 2.01 Union Security/Agency Shop**

*As a condition of employment, all employees included within the bargaining unit described in Article 1 of this Agreement shall either become a member of the Union and pay dues and fees thereto or in lieu thereof, and shall pay an amount equal to the Union's initiation fee and thereafter pay to the Union each month, directly an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union..*



*Employees must notify the Union in writing of their intention not to be a member of the Union and to pay a fair share/agency shop fee in lieu of the Union's regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. The Union will comply with applicable laws regarding its calculation of the fair share/agency shop fee and the information provided to non-Union members relating to that calculation.*

*Employees who fail to join the Union and/or fail to pay the monies required by this Agreement, upon written request to the Employer from the Union, shall be discharged from employment. Upon request, the Union will show proof to the Employer evidence of attempts at collection from the employee before discharge or termination is required. The Union will reimburse the Employer for all costs for a discharged employee's Unemployment Insurance (UI) benefits pursuant to this section, if initiated by the union.*

#### **Section 2.02 Check-off**

*The Employer agrees to deduct from the wages of bargaining unit employees who execute a check-off authorization in accordance with this Article or applicable law, monthly dues or agency fees, initiation fees in amounts designated by the Union. Said deductions shall be made on a prorated basis during each payroll period. On or before the tenth (10) day of each month, the Employer shall forward to the Union all deductions made for the preceding month, together with a list of all employees from whom dues or fees were deducted to USW International Secretary Treasurer at United Steelworkers, P.O. Box 644485, Pittsburg, PA 15264-4485.*

*The Employer shall be relieved from making such check-off deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with the terms of this Article or applicable law. Notwithstanding (a), (b), (c) and (d) above, upon return of an employee to work from any of the foregoing enumerated absences, the Employer upon request of the Union or employee will immediately resume the obligation of making said deductions.*

#### **Section 2.03 Indemnification**

*The Union, and each employee authorizing the assignment of their wages or termination resulting from nonpayment of union dues in accordance with this Article, hereby undertake and agree to indemnify, defend and hold the 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 Article.*

## **ARTICLE 3 UNION RIGHTS**

#### **Section 3.00 Union Stewards**

*The Employer recognizes the right of the Union to create and utilize a bargaining unit leadership structure (Unit officers) as it deems necessary. The Employer agrees that Stewards will not be retaliated against as a result of the fulfillment of their steward duties. The Union will provide to*

***the Employer a listing identifying such officers, including Stewards, upon request. Officers shall not be recognized by the Employer until the Union has provided such notice. The Union will notify the Employer in writing within ten (10) calendar days when individuals leave Union officer positions. Stewards shall not allow their activities as Stewards to interfere with or disrupt the performance of their work or the work of any other employee***

***Employees called to an investigatory interview which may result in disciplinary action, shall have the right to secure Union representation during such meetings. If a Union representative is not available at that time, the meeting will be rescheduled when a Union representative is available. If the employer requests to meet with an employee and disciplinary action is not expected or contemplated by the employer, the employee is not entitled to union representation.***

### **Section 3.01 Access of Union Representatives**

***A duly authorized representative of the Union shall be permitted upon 24 hours' notice to the employer to visit Employer's facilities to meet with employees on duty in order to conduct legitimate Union business. When visiting Employer's facilities, the Union representative or Union officer shall first inform a designated Employer representative of their arrival, conform to all safety requirements, conduct business in a manner not to interfere with work being performed, and notify a designated employer representative of their departure. Union representatives shall not conduct Union business on any customer premises, provided, however, that if in connection with an investigatory matter pursuant to an active grievance, the Union desires to contact a customer representative, the Union shall provide Employer with the name of such person and a description of the information sought, and Employer shall use reasonable efforts to get permission from the customer representative for Union to initiate contact. If customer representative refuses, the Union agrees not to contact customer representative without first obtaining a subpoena.***

### **Section 3.02 Bulletin Boards**

***The Union will provide the following at each station:***

***A single bulletin board not exceeding 24" x 36" in size (in a style reasonably acceptable to Employer)***

***One brochure rack next to bulletin board***

***These items will be placed at a mutually agreed to location easily visible to employees, for Union to post official Union business (on Union letterhead stationery or an official Local publication).***

***The space provided for such bulletin boards will be maintained by the Stewards and official Union representative(s), with the posting or removal of bulletins and publications to be handled only by the same, with a copy provided to the Employer at the time of posting.***

***Materials shall be posted upon the bulletin board space as designated and not upon walls, doors, windows, etc.***

*The parties agree that bulletin boards will not be utilized for purposes of disparaging either party. The Employer may request that the Union immediately remove (within 24 hours) posted literature or materials that do not, in its judgment, meet these criteria and such materials shall be removed and not be re-posted pending resolution by the Union and Employer.*

*The parties shall review and discuss any such removed materials before the issue proceeding to the grievance procedure set forth herein.*

### **Section 3.03 Employee Notification of Union**

*The Union will be permitted up to thirty (30) minutes to attend the new hire classes to make a presentation to new employees. The Union will be provided notice as soon as possible of the new hire class.*

## **ARTICLE 4 JUST CAUSE AND PROGRESSIVE DISCIPLINARY ACTION/DISCHARGE**

### **Section 4.00 Reasons for Corrective Action and Discharge**

*The Employer reserves the right to issue corrective action to and discharge employees for just cause for any of the actions while on duty; including but not limited to the following below:*

*Breach of fiduciary duty*

*Drunkenness.*

*Gross negligence.*

*Substance abuse.*

*Fighting or horseplay.*

*Selling, transporting or the use of illegal drugs.*

*Insubordination.*

*Refusal or failure to respond to a call as directed by Dispatch or supervisor.*

*Gambling.*

*Any unlawful or illegal act while on duty or conducted on company premises.*

*Possession of a firearm while on duty or on company property.*

*Failure to comply with or deviation from System Status plan, including delayed responses.*

*Theft.*

*Loss of permits or certifications required by the county, state, or company.*

*Sexual or any other kind of harassment.*

*One no call no show.*

*Failure to maintain communication with dispatch i.e. not carrying the radio while away from the ambulance.*

*Failure to restock or refuel an ambulance.*

*Failure to complete paperwork by end of shift.*

*Dishonesty, including, but not limited to; timecards, PCR's and any medical record.*

*Placing a unit in service without all required equipment.*

**Section 4.01 Procedure**

*The Employer reserves the right to issue correction action, up to and including discharge, based on just cause and the circumstances of each case. Serious or repeated like offenses may call for corrective action commensurate with the offense or totality of the circumstances and not necessarily based upon the premise of progressive corrective action.*

**Section 4.02 Corrective Action Notices**

*The Employer shall serve upon an employee in writing or electronically of any corrective action or discharge. The notice shall identify the reasons(s) for the corrective action or discharge and the effective date of the action. The notice shall provide language that the employee's signature is only an acknowledgement of receipt. The Employee or the Union through its steward shall be entitled to contest any such action served upon an employee by the Employer referenced in this Article by filing a written grievance at Step 1 in accordance with the grievance procedure contained in Article 5 of this Agreement.*

**Section 4.03 Retention Period**

*Records of corrective action shall not be considered for purposes of future corrective action, provided there are no further corrective actions for the same conduct or similar offenses during the applicable retention period:*

<i>Verbal warnings</i>	<i>12 months from date of discipline</i>
<i>Written Warnings/Suspension</i>	<i>18 months from date of discipline</i>

**Section 4.04 Disclosure**

*In the event the Employer serves a notice to or discharges an employee in compliance with this Article, the Employer will, upon request of the employee or the Union, provide to the Union copies of any documents or written statements relied upon by the Employer as a basis for its action. If any*

*of the documentation or written statements contains material deemed to be confidential per HIPAA the confidential information shall be redacted prior to providing such information to the Union. Such information must be produced within ten (10) calendar days from the Union's request. If the employee or Union choose to contest any discharge or discipline it must pursue the matter through the grievance procedure outlined in this Agreement.*

#### **Section 4.05 Time Limits**

*To be valid, written corrective action notices and discharges must be issued to the affected employee within twenty-one (21) calendar days after the Employer became aware of the alleged conduct claimed as the basis for the disciplinary action. The time limit for issuing corrective action and discharge notices may be extended with the mutual agreement of the parties on a case-by-case basis when delayed by the involvement of state or local law enforcement or state or local EMS agencies, or the employee or key witnesses are unavailable. The Employer must notify the Union in writing of any ongoing investigation and/or any requested extension of the time limit prior to the expiration of the twenty-one (21) calendar day period and the specific reason(s) for the extension.*

#### **Section 4.06 Non-Precedent Setting Action**

*Provided that Employer's actions are not arbitrary or capricious, in the event Employer elects not to discharge or suspend an employee where grounds for discharge or suspension exist, such action shall not be precedent setting except upon mutual agreement of the parties.*

#### **Section 4.07 Employee Copies Disciplinary Notices**

*Upon request, if not previously provided, the Employer agrees to provide the Union copies of all disciplinary notices within five (5) business days after issuance. In the event of any suspension or termination, the employee will be given the reason at the time of suspension or termination. If the employee is available, the Employer will meet with the employee to discuss the circumstances leading to the decision to suspend or terminate the employee.*

*The Employer agrees to provide language on the disciplinary notice form to the effect that employee's signature is only on acknowledgement of receipt. The Employer and Union will encourage employees to sign disciplinary notices. Should the employee refuse to sign, a supervisor's signature will serve as evidence that the employee did receive the disciplinary notice. All notices will personally be given to the employee by management. If the employee calls off work, then the time for providing the notice will be automatically extended until the employee returns to work and completes two shifts.*

#### **Section 4.08 Administrative Leave**

*The Employer may place employees on an unpaid administrative leave pending investigation into allegations of serious misconduct that could lead to corrective action of a multi-day suspension or*

***greater. Employees shall be provided written notice of the reason for the investigation when placed on administrative leave. Employees shall also be advised of the obligation to cooperate in the investigation and remain available for an administrative interview while on administrative leave. Upon request from the Union, the Employer shall provide the Union with a copy of the written notice within twenty-four (24) hours.***

***Employees shall be allowed to use one-half (1/2) of available accrued paid time off (PTO) while on administrative leave solely at the employee's option. However, employees placed on administrative leave following suspension of their clinical privileges by the State or Local EMS Agency or following an arrest for alleged serious criminal misconduct (felony) may be continued on unpaid administrative leave until completion of the EMS Agency or criminal proceedings.***

***At the conclusion of the administrative leave, employees shall be returned to their regular assignments and/or served with notice of corrective action. If no corrective action is initiated, employees shall be fully reimbursed for all lost PTO and/or pay while on administrative leave. If less punitive corrective action is initiated, employees shall be reimbursed for the difference between any lost PTO and/or pay and the corrective action. Employees may grieve the corrective action as provided in this Agreement including the loss of PTO and/or pay while on administrative leave.***

#### **Section 4.09 Attendance**

***Medic will agree to the unions modifications to Policy 106.07.02 as submitted on 11.12.2021.***

#### **Section 4.10 – Employer Rules**

***Company rules and regulations shall be made available to each employee for their benefit and understanding. Any modification of these rules and regulations by the Company shall be provided to the Union so the Company and Union can meet to discuss before implementation and enforcement.***

## **ARTICLE 5 GRIEVANCE PROCEDURE**

### **Section 5.00 Grievance Defined**

*The purpose of this procedure is a timely adjustment of grievances by the Employer and the Union following a prompt investigation and thorough discussion. In the event any grievance arises concerning the interpretation or application of any of the terms of this Agreement, and/or any dispute concerning wages, benefits and working conditions, such matters shall be adjusted according to the procedures and conditions set forth below. The Company and Union are committed to written responses in a timely manner as outlined below. All disputes regarding missed meal or rest periods will be resolved through the grievance procedure.*

### **Section 5.01 Informal Efforts to Resolve**

*Employees should attempt to resolve problems informally with their immediate supervisor before resorting to the grievance procedure. Likewise, the Employer should attempt to resolve problems informally with a Union representative before resorting to the grievance procedure. Any agreement reached by and between an employee and his or her supervisor will be on a non-precedent settlement basis.*

### **Section 5.02 Grievance Filing**

*If informal efforts to resolve the grievance have failed, and the matter is not resolved, the dispute must be reduced to writing and presented in the form of a grievance within fifteen (15) calendar days of when the filing party knew or reasonably should have known of an occurrence giving rise to the grievance.*

### **Section 5.03 Grievance Procedure Outline**

#### **Step One**

*Either Party shall submit the Grievance in writing to the other party (Administrator or designee for the employer/Employee, Field Representative or designee for the Union) within fifteen (15) calendar days of the occurrence giving rise to the dispute or grievance. Within fifteen (15) calendar days of receipt of the grievance notice, a Step 1 meeting shall be scheduled. The recipient of the grievance or designee will give their answer in writing within fifteen (15) calendar days after such meeting. Grievances resolved at this step shall not be precedent setting.*

*“Occurrence” is the date when the grievant learned of the event that is subject of the grievance or the effective date of discipline or discharge.*

*“Meeting” shall be defined as either an in-person meeting, or if mutually agreeable, via telephone conference or virtual.*

#### **Step Two**

***If the procedure in Step One fails to resolve the grievance, then the grievance shall be submitted to the Employer or Union Representative (President or designee for the employer/Shop President or designee for the Union) within seven (7) calendar days of receipt of the Step One denial. The parties shall schedule a meeting within seven (7) calendar days. The receipt of the grievance shall respond, in writing, within seven (7) calendar days from the date of the Step 2 meeting. Upon mutual agreement, the parties may move to non-binding mediation through the FMCS prior to moving to arbitration.***

### ***Step Three***

***In case of failure of the parties to settle the grievance at Step Two the party filing the request shall be entitled to request that the grievance be referred to arbitration or Federal Mediator within ten (10) calendar days from the receipt of the Step Two response and shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within ten (10) calendar days from the receipt of the list from FMCS, the parties shall select an arbitrator by the process of alternately striking names from such list. The party to strike such names shall be on a rotating basis. The arbitrator's decision shall be final and binding on the Employer, the Union, and the employee(s) involved. The cost of the arbitrator and any recording fees (court reporter) shall be shared equally between the parties.***

***The arbitrator or Federal Mediator shall have no power to add to, or subtract from, or otherwise modify any provision of this Agreement.***

### **Section 5.04 Time Limits**

***By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and this extension must be confirmed in writing within the specified time limits. In the event either party fails to respond to the grievance within the time limits specified, the grievance shall be resolved on the basis of the opposing party's last stated position without setting precedent.***

### **Section 5.05 Participants**

***The Employer/Union agrees that the grievant shall be allowed to participate in any and all steps of the dispute procedure. The parties agree to exercise their best efforts to arrange grievance meetings which accommodate the schedule of all participants.***



## **ARTICLE 6 PROBATION**

### **Section 6.00 Full Time/Part Time Probation**

*The first 1000 hours following COMPLETION OF training are considered a probationary period for all full-time employees. The first 600 hours of employment are considered a probationary period for all part-time employees. To ensure proper knowledge and skills, employees may be evaluated at various times throughout their probationary period. The Employer reserves the right to discharge employees at any time during the probationary period with or without just cause, and such action is not subject to the grievance procedure. An employee's probation period may be extended by the Employer. Where applicable, all new employees will be eligible to receive all benefits provided under the collective bargaining agreement.*

### **Section 6.01 Promotion Evaluation Period**

*Employees who change job classifications shall be placed on a six (6) month "Promotion Evaluation Period and will be required to perform the new job to the Employer's expectations. These promoted employees who fail to meet the expectations of the Employer will be returned to their former position and rate of pay (including any applicable contractual pay changes and seniority accrual.*

## **ARTICLE 7 EDUCATION AND TRAINING**

### **Section 7.00 Licensing/Qualifications**

*Employees are required by the State or County to possess and maintain any licenses certificates, and/or accreditations in the performance of their job responsibilities. Employees shall be solely responsible to maintain said licenses, certificates, and county accreditations in a current and valid status, and have originals or clear legible copies of licenses, certificates, and county accreditations on their person at all times while on duty. The Employer shall reimburse all full time and part time employees who have completed 1040 hours in a rolling 12-month period, the full cost to renew the appropriate license, certificate, and accreditation required by the State or County for the performance of their job responsibilities. The Employer shall reimburse provided such reimbursement requests are submitted within seven (7) business days from the date which the employee paid such fee(s). New full-time employees shall be reimbursed for certifications after one year of full-time service.*

*It is the sole responsibility of each individual employee to ensure that all licenses, certificates, and/or accreditations are maintained and in the employee's possession at all times while on duty. Failure to maintain a valid license, certificate and accreditation will result in disciplinary action, up to, and including termination.*

*The Employer shall provide continuing education units for all mandatory job-related training.*

**Section 7.01 Paramedic Continuing Education**

*All paramedics shall be entitled to attend CE training equal to twenty-four (24) hours per calendar year while off duty. Employer provided CE training will be made available to all employees and shall be given priority over outside providers where the subject of such training is the same. Should the state or county require additional hours of continuing training education, the employer will provide such training*

**Section 7.02 Paramedic Re-certification and Re-License Fees**

*The items listed in section B. below may be required to maintain paramedic accreditation. The Employer will provide each required item at no charge or reimburse employees the fee paid, upon verification of a passing score or certificate of completion and presentation of receipt of payment.*

*If the Employer provides any of, or subsequently sponsors the following training within the six (6) months preceding the expiration date of a license or certification and an employee elects not to participate, then they will remain responsible for payment of all required fees for the following:*

*Basic Cardiac Life Support (CPR)*

*Advanced Cardiac Life Support (ACLS)*

*Pediatric Advanced Life Support (PALS) or Pediatric Education for Pre-hospital Professionals (PEPP)*

*International Trauma Life Support (ITLS) or Pre-hospital Trauma Life Support (PHTLS)*

*Any other license/certification required by the County or State.*

**Section 7.03 EMT Re-certification**

*All EMT's shall be entitled to attend employer provided CE training for up to twelve (12) hours per calendar year. Should the state or county require additional hours of continuing training education, the employer will provide such training*

*If the Employer provides any of, or subsequently sponsors the required training within the six (6) months preceding the expiration date of a license or certification in the training and an employee elects not to participate, then they will remain responsible for the payment of all required fees.*

**Section 7.04 Trainee Progress**

*Employees who serve as FTOs shall report the progress of trainees to the Quality Assurance Manager at the conclusion of trainee's final shift in order to evaluate the trainee's performance and whether the trainee's FTO period will be extended. Employees who serve as FTOs shall be paid*

*an additional one dollar and twenty-five (\$1.25) for Paramedics and one dollar (\$1.00) for EMTs per hour for all hours worked. In order to remain in paid FTO status, employees must be and remain in full compliance with all terms and conditions in FTO Policy 201.08.01.*

*Under no circumstances shall employees be required to pay for any Employer provided or sponsored class(es) and no full-time employees shall be required to pay for certification card(s).*

**Section 7.05 Emergency Vehicle Operations Course ("EVOC") or Coaching the Emergency Vehicle Operator ("CEVO")**

*The Employer shall provide EVOC/CEVO or equivalent courses free of cost to the employees as it deems appropriate. Employees will be required to be in uniform for EVOC/CEVO or equivalent classes.*

## **ARTICLE 8 LICENSING / QUALIFICATIONS**

**Section 8.00 Licensing/Qualifications**

*Licensing and Certification requirements will be in accordance with Employer Policy 106.11.02.*

**Section 8.01 Medical Examiner's License Exam**

*The Employer shall maintain availability of a 3rd party licensed medical professional who can provide an appropriate physical exam for the purposes of remaining compliant with the requirements to receive a Medical Examiners Card.*

**Section 8.02 Driver Exclusion**

*Employees must remain insurable under the employer's vehicle insurance program to maintain their employment status.*

*Employer will not be required to modify coverage or incur additional costs to retain employee's status as insurable.*

*Exceptions to the above may be made at the employers discretion.*

## **Article 9 Hours of Work**

### **Section 9.00 Work Schedule**

**Work schedules available for Employees:**

**8-HOUR SHIFTS (will not be part of the bid process)**

**10-hour shifts**

**12-hour shifts**

**24-hour shifts**

**Special Events (BLS and ALS)**

### **Section 9.01 Work Scheduling Options**

**All work scheduling options afforded under this article, such as but not limited to, compensated time off, overtime, shift trades, etc. shall be administered by the Employer's electronic scheduler system. A union representative or union steward will be allowed to attend and observe all shift bids.**

**The Employer reserves the right (with at least fourteen (14) calendar days' notice given to the Union) to add, or change any work schedule to better meet the needs of their clients and contractual obligations and/or to meet system status requirements. The Union, upon written request, within five (5) calendar days after the Unions receipt of Employers notice shall be entitled to a meeting with the Employer to discuss schedule change, re bid and/or possible impacts on Employees.**

### **Section 9.02 Workweek Defined**

**The workweek shall be defined as beginning on Saturday and ending on the following Friday. Payroll is issued bi-weekly on Thursday for the pay period that ends on the previous Friday. All employees are encouraged to participate in the Direct Deposit pay program. This electronic deposit of funds produces a check stub instead of an actual check at each pay period via the online platform.**

### **Section 9.03 Shift Bidding**

**A. There will be a bid for full time shifts every six (6) months, such shift bids shall become effective each January and July.**

**B. Shift Bid information shall be provided to the Union and Employees fourteen (14) calendar days in advance of bid day.**

**C. Employees shall be entitled to bid on shift assignments in employee shift bid seniority order. Bids shall be awarded to the senior qualified employee within each classification.**

**D. A union representative or union steward will be allowed to attend and observe all shift bids.**

## **Section 9.04 – Rest Period/ Paid Meal Periods**

### **A. Rest Periods**

*The Employer shall authorize and permit all employees working shifts of less than 24 hours will be allowed to take paid rest periods at a rate of ten (10) minutes for each four (4) hour period worked or major fraction thereof. A “major fraction” is considered anything more than two (2) hours. Due to the nature of the business, employees on a rest period may be interrupted for all calls or requests for service. If the Employer fails to provide an employee a rest period in accordance with these provisions, the Employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a rest period is not provided. Time at “post” will be considered as rest periods.*

*For employees working 24-hour shifts, “Down time” (Down time shall be interpreted as time on duty at a 24-hour station, comfort station, or post while not on an active call) will be considered as paid rest periods.*

### **B. Meal Periods**

*1. Employees working a twenty-four (24) hour shift will be allowed three (3) paid meal periods consisting of thirty (30) minutes duration each.*

*2. Employees working shifts of less than twenty-four (24) hours in duration will be allowed one (1) thirty (30) minute paid meal period per each five (5) hour period or any portion thereof over three (3) hours. Meal periods shall be scheduled by the Employer on a first request basis subject to system status at the time of request. All meal periods are subject to interruption at any time due to System status Management requirements to ensure patient care is not jeopardized.*

*3. In the event an employee covered under this Agreement works two consecutive shifts the Employer shall authorize and permit such employee to receive an additional paid meal break immediately at the conclusion of the first shift.*

### **C. Bathroom Breaks**

*1. Bathroom breaks shall not be unreasonably withheld; or be a cause for discipline.*

*2. The Employer shall provide reasonable access to bathroom facilities in close proximity to the Employees assigned location of work throughout all hours of the shift.*

## **Section 9.05 Section Sleep periods on duty**

*Employees working on a twenty-four (24) hour shift will be allowed an eight (8) hour paid sleep period. Paid sleep periods may be interrupted for the purpose of running a call and conducting duties within the employee’s scope. Employees working on a twenty-four (24) hour shift are required to remain in full uniform (with the exception of footwear while in the station) during normal business hours (0800-1700).*

### **Section 9.06 Maximum Consecutive Shifts**

***No employee shall be required to work more than two (2) consecutive shifts (except in cases of County declared disaster or emergency without a minimum break of eight (8) hours without mutual agreement between the Employee and Employer.***

### **Section 9.07 Report In Pay**

***If an employee shows up for a regular scheduled shift (not an additional or overtime shift) and is unable to be utilized the Employee will have the following options:***

- 1. Perform four (4) hours alternate work at regular pay rate, and if Employee desires, they may choose to use accrued compensated time off to recover remaining hours of shift;***
- 2. Use accrued compensated time off to cover entire hours of shift;***

***The Employer agrees to provide six (6) hours advance notice of the cancellation of any prescheduled overtime if possible.***

***If an employee is called back to the station within an hour after the end of their shift, they will be paid for actual time worked but no less than four (4) hours of pay, excluding the return of any company assigned or issued equipment.***

### **Section 9.08 Mandatory Shifts**

***Should the employer be unable to meet its staffing requirement through its open shift or holdover process it shall have the right to mandate employees to work in accordance with paragraph A below.***

***Mandatory shifts shall be filled as follows:***

***A. In the event there is a mandatory call in by the Employer that is not filled through the Open Shift or Holdover process, the Employer shall utilize full-time employees on a rotating basis for mandatory call-in in order of reverse shift bid seniority subject to the following:***

- 1. The Company agrees to use voluntary mandate prior to mandating employees to work. The voluntary mandate will be awarded by seniority. Voluntary mandates may be done greater than 48 hours.***
- 2. Employees who are already scheduled for a shift assignment will be passed over.***
- 3. Employees cannot be mandated more than forty-eight 48 hours in advance***
- 4. An employee that is on PTO, vacation, approved leaves of absence or has arranged for shift relief shall not be subject to mandate on those days.***
- 5. No employee will be mandated more than one shift per two consecutive pay period, unless mutually agreed upon by the Employee and Employer.***
- 6. employees shall have an 8-hour break before and after the mandated shift, unless mutually***

*agreed upon by the Employee and Employer.*

*7. Mandated employees will receive one point five (1.5x) times (“Mandate Premium”) based on their regular rate of pay to which the employee may be entitled, for all hours worked due to mandatory call-in. If a mandated employee can find shift relief for the mandated shift, the employee working the mandated shift shall receive the mandated pay premium. The original mandated employee will still be subject to their normal mandation schedule. Employee that is on PTO, vacation, approved leaves of absence or has arranged for shift relief shall not be subject to mandate on those days.*

#### **Section 9.09 Shift Trade**

*All Employees shall be entitled to trade shifts with other Employees. The Employer reserves the right to approve or deny shift trades in accordance with the following procedures:*

- 1. All Shift trades shall be submitted via the employer’s scheduling system, three (3) calendar days prior to the date of the requested trade date. Exceptions to this rule may be at the employers discretion.*
- 2. The Employer will respond in writing with an approval or denial to the Employees trade request via the employer’s scheduling system, or its equivalent within forty-eight (48) hours after the Employer receives the shift trade request. Trades will be approved at the discretion of the Employer; such request shall not be unreasonably withheld.*
- 3. Shift trades shall not result in additional labor costs to the Employer unless approved by management.*
- 4. Shift trades shall not result in uncovered hours.*
- 5. Shift trades will not be allowed for the purpose of avoiding discipline.*
- 6. Employees will be held accountable for shifts they agree to cover.*
- 7. Failure of an employee to show up for an agreed shift trade will be considered a no call / no show*
- 8. There is no limit on the number of shift trades allowed to an Employee, shift trades must be completed within the same pay week (from Saturday to the following Friday).*

#### **Section 9.10 Shift Substitutions**

*Full-time and part-time employees may be allowed shift substitutions in accordance with the following procedures:*

*“Substitutions” as described in this section, is defined as the securing of a qualified employee to fill an assigned shift without the assistance of the Employer which does not result in overtime for the co-worker. Employer will respond to Shift Substitution requests within three (3) CALENDAR days.*

***Shift Substitutions will not be approved if the request involves a shift after the current bid cycle. Shift Substitutions submitted less than 72 hours before the start of the shift may be approved or denied by the Station Manager.***

***Shift Substitutions shall not result in additional overtime costs to the Employer without prior approval.***

***Employees will be held accountable for the shifts they agree to cover. The name of the employee whose name appears on the schedule is responsible for the shift. Failure of an employee to show up for an agreed shift substitution will be considered a no call / no show.***

***All Shift Substitutions shall be in conformity with maximum consecutive shifts, unless approved by the Employer.***

***Shift Substitutions will be approved at the discretion of the Employer. Shift Substitutions will not be unreasonably denied.***

***Shift Substitutions will not be allowed for the purpose of avoiding disciplinary action.***

***A Shift Substitution must cover an entire shift***

***Shift Substitutions that result in a lower level of certification will be presented to the Employer's designated scheduler and requires Management approval.***

***Substitutions cannot be used in lieu of leaves of absence.***

#### **Section 9.11 Filling Open Shifts**

***Available hours/shifts shall be defined as those hours/shifts, which are open. Available hours filled as follows:***

***Part-time employees with less than 40 hours in a work week;***

***Full time employees on the available list by seniority;***

***Any employee willing to accept the shift;***

***Any means available to the Employer (i.e., non-bargaining unit management personnel);***

***Mandatory call back in reversed order of seniority.***

***Availability schedules shall be submitted in accordance with the established practice.***

#### **Section 9.12 Filling Vacant Job Position(s)**

***In the event the Employer wishes to fill vacant positions they shall be filled subject to the following provisions:***

***Positions declared vacant by the Employer shall be posted for four (4) calendar days. The resulting vacancy, if any, shall also be posted for four (4) calendar days. The most senior qualified employee applying for the posted vacant position shall be assigned to the vacancy.***



**Section 9.13 Overtime Defined**

**Overtime Defined**

**All Employees, will be paid one and one-half (1 ½) times their regular hourly rates for all hours worked in excess of forty (40) in a single workweek.**

**Employees who regularly work a 12-hour shift and are reassigned to a twenty-four (24)- hour shift will be paid at the twelve (12) hour rate.**

**Section 9.14 Holdover**

**After thirty (30) minutes beyond the end of a regularly scheduled shift, employees will receive a .5 premium to their regular hourly rate for all hours worked beyond the end of the scheduled shift.**

**Should the potential for a mandatory holdover arise, every possible effort will be made by the on-duty supervisor or their designee to find voluntary coverage before a mandatory holdover is implemented. Except in circumstances beyond the control of the Employer, no employee will be held over longer than 2 hours without the employee's agreement.**

**ARTICLE 10 SENIORITY**

**Section 10.00 Seniority Defined**

**Full time employees will be defined as those employees regularly scheduled forty (40) hours or more per week.**

**Part time employees will be defined as those employees not regularly scheduled and work less than forty (40) hours per week.**

**Classification Seniority**

**Classification seniority for full-time employees shall be defined as the period of continuous service from the employees most recent date of hire into such full-time employees' current classification.**

**Anniversary Date**

**Anniversary date for employees covered by this Agreement shall be defined as the period of continuous service from the employees most recent date of hire with the Employer.**

**Seniority for employees who change job classifications shall remain unchanged for purposes of time-off accruals and benefits. For purposes of bidding, employee's job classification date will start at the time of entering the new classification.**

**Shift Bid Seniority Defined**

*Shift bid seniority accrual for Full-time employees will begin from the date of hire.*

*Employees working part time shall accrue shift bid seniority at 50% of full rate. Part-time employees who become full-time employees will be given their part-time seniority towards their full-time shift bid seniority.*

#### **Section 10.01 Loss of Seniority**

*Employees will lose seniority rights upon resignation and/or discharge for just cause.*

#### **Section 10.02 Seniority Lists**

*The Employer shall maintain a list of all Employees covered by this agreement containing the Employees name, and hire date(s), both classification seniority and by anniversary date, if different than classification seniority date. upon request, The Employer shall provide a copy of the seniority list to the Union. All decisions that are subject to seniority application will be made based on the most recent seniority list.*

#### **Section 10.03 Application of Seniority**

*An employee's seniority equal to their classification seniority shall be applied to personnel decisions, such as, but not limited to time-off accruals and benefits, etc. Shift bid seniority will be used for the purposes of shift bidding, filling of available shifts, assigning of mandatory shifts, and the scheduling of compensated time off.*

#### **Section 10.04 Layoff and Recall**

*If there is to be a layoff or a reduction in workforce the Employer shall notify the Union no less than fifteen (15) CALENDAR DAYS prior to the date of layoff and the affected Employees no less than ten (10) CALENDAR days prior to the date of layoff. Layoffs shall be by inverse order of seniority by classification, beginning with probationary employees.*

*As positions become available, qualified employees shall have the right to be recalled within nine (9) 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 five (5) calendar days and report for duty no later than fourteen (14) calendar days after notice of recall by certified mail has been received by the employee or refuse a recall to their former classification shall be considered to have waived their recall rights.*

*Employees who have been notified in writing by the Employer that they will be laid off may apply for an existing vacant position with the Employer provided that they meet all required qualifications. Such employees will receive preference in the hiring process over non-employees provided they have notified the employer in writing within seven (7) calendar days of receipt of layoff notification. Employees who accept such a position shall be paid the current rate of pay of*

*the job position and shall retain their same percentage level and cost of benefits. Employees shall retain their position on the recall list until such recall rights have expired for such classification has been recalled.*

*No new employee(s) shall be hired into a full-time classification until such time as all qualified laid off employees whose recall rights have not expired for such classification have been recalled.*

## **ARTICLE 11 HOLIDAYS**

### **Section 11.00 Designated Paid Holidays**

*The following days are designated paid holidays:*

*New Year's Day*

*New Year's Eve for shifts starting 1400 hours or later.*

*President's Day*

*Memorial Day*

*Independence Day*

*Labor Day*

*Thanksgiving Day*

*Christmas Day*

*Christmas Eve for shifts starting 1400 hours or later.*

*All employee scheduled to perform work on a designated holiday must report for duty at their assigned station unless they have requested and received prior authorization from their supervisor to do otherwise.*

### **Section 11.01 Holiday Pay**

*Employees working on a designated Holiday in Section 11.00 of this Article shall be paid 1.5 times their base hourly wage on the designated holiday for all hours worked thereon.*

## **ARTICLE 12 Paid Time Off (PTO)**

### **Section 12.00 Full Time Employees PTO**

*All full-time employees covered by this Agreement will be eligible for PTO. PTO will begin to accrue on the first day of employment and is available to use after completion of probation. PTO may be used for personal time, vacation, or sick time as the employee wishes and will be paid as time worked. Full time employees who become part time employees may convert the equivalent of two (2) shifts to paid sick leave, the rest will be cashed out.*

**Section 12.01 Part Time Employees sick leave**

***Part-time employees will accrue sick leave at the rate of 1 hour per every 30 hours worked. Part time employees may roll over 48 sick hours to the next calendar year.***

**Section 12.02 Full Time Employees PTO Accrual Schedule**

***Employees shall have Paid Time Off (PTO) benefits (i.e. vacation, sick and personal time) computed in accordance with the following schedule:***

***Paid Time Off (PTO) For Employees Covered by this Section***

***For full-time employees working on a twenty-four (24) hour shift PTO will be earned for all regularly scheduled shifts (including regularly scheduled shifts in which employees use PTO) as follows:***

***After completion of first shift without a trainer, employees will begin to earn 1.0 hours for every twenty-four (24) hours in a paid status.***

***After two (2) anniversary years employees will earn 1.5 hours every twenty-four (24) hours in a paid status.***

***After five (5) anniversary years employees will earn 2.5 hours for every twenty-four (24) hours in a paid status.***

***After ten (10) anniversary years employees will earn 3.0 hours for every twenty-four (24) hours in a paid status.***

***For full-time employees working a ten (10) or twelve (12) hour shift PTO will be earned for all regularly scheduled shifts, (including regularly scheduled shifts in which employees use PTO) as follows:***

***After completion of first shift without a trainer, employees will begin to earn 0.50 hours for every ten (10) or twelve (12) hours in a paid status.***

***After two (2) anniversary years employees will earn 0.75 hours for every ten (10) or twelve (12) hours in a paid status.***

***After five (5) anniversary years employees will earn 1.25hours for every ten (10) or twelve (12) hours in a paid status.***

***After ten (10) anniversary years employees will earn 1.5 hours for every ten (10) or twelve (12) hours in a paid status.***

***Upon an employee's classification change, any accrued but unused PTO will be converted to the equivalent dollar value of PTO at the new pay rate.***

#### **Section 12.03 PTO Use**

***Employees must forward PTO submissions in writing to the employer's scheduling system. Employee submissions for PTO use must be submitted at least five (5) days in advance of the intended usage date. Employee submissions for PTO use shall be approved to the extent local staffing requirements permit on a first come, first served basis. Multiple submissions for the same day(s) off shall be approved in seniority order. Employee submissions for PTO usage that are related to emergencies shall not be unreasonably denied by the Employer. Once an employee's submission has been approved in compliance with this Article, it cannot be canceled. PTO will be paid as time worked. notwithstanding the foregoing, exceptions can be made at the employers discretion.***

#### **Section 12.04 Vacation Scheduling**

***Vacation dates may be reserved for the following calendar year (January through December 31) on a seniority basis by written submission to the employer's scheduling system between November 1st through November 30th of each year. The scheduler shall acknowledge receipt of an employee's submission by providing the employee with an electronic copy of the employee's submission within twenty-four (24) hours. Submissions received after November 30 shall be approved on a first come first served basis.***

#### **Section 12.05 PTO Carry Over**

***Full time employees shall be allowed to carry over no more than two hundred and forty (240) hours of PTO. The employee shall be allowed to sell back any amount not allowed to be carried over at the employee's current rate of pay.***

#### **Section 12.06 PTO Pay at Termination**

*An eligible employee whose employment has been terminated or who resigns and who has unused accrued PTO pay shall receive such pay in addition to any other pay due in their final check. All sell backs or pay outs at time of termination, either voluntarily or involuntarily, shall be paid as time worked.*

**Section 12.07 PTO Pay in Lieu of Time Off**

*Employees may, at their option, choose to receive pay in lieu of their PTO accrued amount. Requests for such payment need to be received five (5) days in advance and payable on the next regular payroll date.*

**Article 13: Uniforms**

**Section 13.00 Uniform Allotments**

*Allotments for uniforms will be in accordance with policy # 106.07.01 (A). The Employer shall provide uniforms at no cost to employees. The minimum required uniform allotment for Paramedic and EMT employees will be accordance with the list below:*

***Paramedic/EMT:***

***Full-time Employee***

***Pants (3)***

***Shirts (3) w/patches***

***Jacket (1)***

***Rain Gear (1)***

***Belt (1)***

***Part-time Employee***

***Pants (2)***

***Shirts (2) w/patches***

***Jacket (1)***

***Rain Gear (1)***

***Belt (1)***

***SST/WHEELCHAIR***

***Full-time Employee***

***Pants (3)***

***T-Shirts (4)***

***Jacket (1)***

***Rain Gear (1)***

***Part-time Employee***

***Pants (2)***

***T-Shirts (2)***

***Jacket (1)***

***Rain Gear (1)***

**Belt (1)**

**Belt (1)**

***The Employer shall provide each new full-time employee, at the successful completion of the FTO evaluation, with a uniform allowance equal to the total cost of the required uniform allotment above in section A, whichever is greater.***

***The Employer shall provide each new part-time employee, at the successful completion of FTO evaluation at the with a uniform allowance equal to the total cost of the required uniform allotment above in section A, whichever is greater.***

***The Employer shall provide to each full-time employee annually on their anniversary date a uniform allowance of:***

<b><i>Paramedic/EMT</i></b>	<b><i>\$90.00</i></b>
<b><i>SST/WHEELCHAIR</i></b>	<b><i>\$60.00</i></b>

***The Employer shall provide to each part-time employee annually on their anniversary date a uniform allowance of:***

<b><i>Paramedic/EMT</i></b>	<b><i>\$55.00</i></b>
<b><i>SST/WHEELCHAIR</i></b>	<b><i>\$45.00</i></b>

***Employees shall be entitled to carryover the above uniform allowances into future years not to exceed \$200.***

***Upon presentation of a receipt, the Employer shall reimburse non-probationary, full-time employees for expenditures for the repair or replacement of boots or other approved footwear up to a total maximum of one hundred dollars (\$100) on each full-time employee's anniversary date within the first year of this agreement and one hundred dollars (\$100) biennially on the full-time employee's anniversary date each biennium thereafter. Any footwear applicable to this section is only to be worn on duty for the Employer.***

***A single Union pin, not to exceed one (1) inch in diameter and with a professional appearance, may be worn at the employee's discretion on employee's lapel or collar.***

**B. The following items which are required by the Employer but not provided by the uniform vendor shall be provided by the Employer at no cost to the employee.**

**Name Tags**

**Driver Safety Fob**

**Door Security Badge**

**C. Uniforms provided under this Agreement, shall be tough to take the daily stresses of tactical duty, and properly sized in both male and female sizes.**

**Section 13.01 Replacement of Worn Uniform Items**

**If uniforms become damaged beyond reasonable repair, the company will replace the damaged items within fourteen (14) days from the date the damage has occurred. The employee must return the damaged item(s) at the time they are given the replacement.**

**Article 14: Leaves of Absence (LOA)**

**Section 14.00 Personal Leave**

**All employees are eligible to request a voluntary leave of absence; approval is at the discretion of the employer. Unless agreed to in writing by the Employer otherwise, a personal leave of absence shall be a maximum of thirty (30) days. If an Employee who is out on a leave of absence fails to report for work on the first scheduled shift following a leave of absence shall be considered to have resigned their position with the Employer. All requests for a personal leave of absence must be submitted in writing and contain the reason for leave. A leave of absence may be extended at the discretion of the Employer. Such leave of absence shall be considered an excused absence from work without pay and the Employer agrees to make every possible effort to return the employee to a comparable position upon return from leave of absence. Seniority will not accrue during a personal leave. Costs for health benefits will be borne by the employee while on a personal leave.**

**Section 14.01 Family, Pregnancy, and Medical Leaves**

**A. Under the provisions of the Federal Family and Medical Leave Act of 1993 or the California Family Rights Act as amended in 1993 all employees are entitled to request a leave of absence under these Acts given the requests meet all criteria set forth in these Acts. Employees shall make all reasonable attempts to submit request for leaves at least thirty (30) days prior to first day of desired leave. The Employer shall have the right to request the Employee obtain medical opinions or certifications supporting the leave request. As stated under the provisions of the above stated acts an employee returning to active duty after said leave shall be returned to the former or equivalent position within the company. All Employees must utilize available paid leave in substitution for any part of the twelve (12) week period required by the act. Any extension shall be at the sole discretion of the employer. All medical benefits for an Employee utilizing the Family and Medical Leave Act will continue to be provided by the Employer on the same basis as when the**



*employee is on active duty, the Employee shall still be responsible for the payment of their portion of the Medical benefits to maintain coverage.*

***B. If the Employee has requested and been granted leave based on personal injury or illness the Employer reserves the right to require the Employee to submit to a physical examination and/or provide an Employers unrestricted Return to Work Medical Certification Form completed and signed by a physician before allowing the Employee to return to active duty.***

***C. An Employee who fails to return to work on their first shift scheduled after a leave will be considered to have resigned his/her position with the Employer however prior to an employee being considered resigned the Employer may consider mitigating circumstances surrounding the Employee's failure to return on their first scheduled shift.***

***D. The Employer may offer light duty when available to any employee who has a light duty note from their Doctor due to being pregnant or having complications due to a pregnancy.***

#### **Section 14.02 Military Leave**

***A. 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.***

***B. Employees who enter active military service, or who are called to emergency military duty, will be granted a leave of absence upon presentation of the appropriate written orders without any loss of seniority. Reinstatement rights are governed by federal, state, and local laws and require that specific requirements be met. The Employer reserves the right to request verification details from any employee returning from a military leave of absence.***

#### **Section 14.03 Workers Compensation Leave**

***Any employee who suffers an illness or injury as a result of the performance of their job responsibilities while on duty shall be granted a leave of absence for up to eighteen (18) months. Employees requiring leave shall provide proof of illness or injury by a physician to be released from work responsibilities. If possible, the employer shall offer a light duty position to employees injured while working. If such a light duty position is made available, light duty position shall be paid at the applicable job position pay rate.***

**Section 14.04 Returning from a Leave of Absence**

***Employees who are returning from any of the above stated leave of absences other than those for which federal state mandates the terms and conditions of such a return to work the Employer should make every reasonable effort to place the employee back into an available position for which the employee is qualified. Employees who are returning from a leave of absence of less than 90 days duration, from leave other than those referenced above, shall receive the rate of pay (plus any applicable contract-date wage increases) and shall be entitled to any seniority and benefits the employees had acquired prior to taking such a leave. Employees shall provide the employer with a minimum of seven (7) days' notice of their intent to return to duty.***

**Section 14.05 Jury Service**

***An Employee called to serve on jury duty will receive up to five (5) paid days not to exceed a total of eight (8) hours pay as time worked for all regular scheduled shift(s) they will miss due to jury service, except that the employee will repay the employer the amount of any jury service fee paid to the employee by the Court using court issued payment documents as reference. Employees retained by the court over four (4) hours shall not be required to return to work for the remainder of the scheduled shift. An employee shall be entitled to take accrued vacation time to recover lost hours due to jury service. An employee called to serve on jury duty shall notify the Administrator within seven (7) calendar days of the notification of service. If this is not given the employee will forfeit jury service pay and not be eligible to use accrued vacation time to recover lost hours. Employees will notify their immediate supervisor daily to report their jury status and any anticipated return to work date. No employee shall lose their benefits coverage, or the employer's normal contribution thereto, as a result of jury service.***

**Section 14.06 Subpoena/Witness Service**

***Any employee who is subpoenaed by a court of law for work related matters will receive up to three (3) days' pay (not to exceed eight (8) hours) as time worked for any regularly scheduled shift(s) they miss as a result, except that the employee will repay the employer the amount of any fee paid to the employee by the Court or other legal entity using any issued payment documents as reference.***

**Section 14.07 Domestic Violence Leave**

***All Employees shall be granted upon request leave to seek medical attention for injuries caused by domestic violence or sexual assault, to obtain psychological counseling related to an experience of domestic violence or sexual assault. Employees shall also be granted upon request leave if they are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure the employee's health, safety, or welfare, or that of the employee's child.***

***All leaves granted subject to this section 13.8 shall be equal to the maximum allowed by California Code 230, et.seq. Full-time employees, at their election, may use accrued PTO for absences incurred pursuant to this section.***

#### **Section 14.08 Bereavement Leave**

***In the event of death in an employee's immediate family (defined as the employee's spouse, child (including still birth), stepchild, parent, step-parent, mother-in-law, father-in-law, sister, brother, stepsister, stepbrother, aunt, uncle, grandparent, grandchild, brother-in-law, sister-in-law or significant other) bereavement leave will be granted.***

***At the employee's request, the employee shall be permitted to take and complete the actual leave of absence anytime within two (2) weeks following the date of death. In addition, any employee who is notified of a death in the immediate family while on duty, will be relieved upon notification from the supervisor, for the remainder of his/her shift.***

#### **Section 14.09 Union Leave**

***Employees may request a leave of absence for Union business without pay for a period of time not to exceed ninety (90) calendar days. This request must be in writing and must be accompanied by a letter from a Union representative requesting the leave of absence. Requests for leaves will be considered based on the impact on the Employer's operations. Employees on a leave of absence for Union business will continue to accrue Company seniority. The Company will not be unreasonable when the Union is requesting such leave. Employees on Union leave will be responsible for the full cost of health care benefits starting the first of the month after the leave begins.***

#### **Section 14.10 Workers Compensation Leave**

***Any employee who suffers an illness or injury as a result of the performance of their job responsibilities while on duty shall be granted a leave of absence. Employees requesting leave will be required to provide proof of illness or injury by a physician to be released from work responsibilities.***

***In lieu of a leave of absence, the Employer may offer limited or light duty work to employees who suffer a work- related illness or injury, whenever such work is available and the employee is able to safely perform such work that are within the employees' limitations. No employee shall be assigned light or modified duty work at locations greater than one hundred (100) miles travel one direction from the employee's home station unless otherwise agreed to by the employee.***

***The employer will continue to provide health care benefits for employees on Workers Compensation leave as long as the employee keeps paying his/her normal contributions for health benefits up to a maximum of twelve (12) months***

**Section 14.11 Non-Industrial Leave or Illness**

*Employees who suffer a non-work-related injury or illness will be entitled to a leave of absence for up to twelve (12) months. In no event will the leave exceed the length of the disability. The employer shall continue to provide health care benefits for employees on an injury/illness leave as long as the employee keeps paying the full monthly premium for his/her health care benefits. The employee may discontinue health care benefits while on leave.*

**ARTICLE 15 EMPLOYEE BENEFITS**

**Section 15.00 Health**

*The Employer will maintain the current Western Health Advantage 15MHP and Kaiser \$30 Co-pay existing coverage of private health and welfare; prescription drug (Western Health Advantage Prescription H), dental and vision plans (Vision Service Plan (VSP) (or their substantially equivalents) to the employee and their dependents.*

*2-24 months – Employer contributes 60%, employee contributes 40%. Employees with dependents, Employer contributes 50%, employee contributes 50%.*

*25-60 months – Employer contributes 70%, employee contributes 30%. Employees with dependents, Employer contributes 50%, employee contributes 50%.*

*G. 61+ months – Employer contributes 75%, employee contributes 25%. Employees with dependents, Employer contributes 60%, employee contributes 40%.*

*H. The pre-eligibility period for medical, dental and vision benefits is sixty (60) days.*

*I. Vision and Dental plans will continue to be covered in full (100%) for the employee only by the Employer.*

*J. Employees who opt not to participate in any of the Company health care and benefit plans shall receive in lieu pay in an amount equal to 50% of the premium cost for individual major medical coverage based on the Kaiser plan after two (2) months of full-time service. Employees who opt for in lieu pay must show proof of coverage to be eligible.*

**Section 15.01 401(k) Plan**

*The Employer will continue providing a 401(k) Plan for all employees. The Employer will make an annual profit-sharing contribution to the 401(k) account for each participating employee who achieves 12 months of continuous employment with the Company and each year thereafter. The annual profit-sharing contribution will be based upon the participating employee's contribution up to 4% of an employee's gross wages for the preceding 12 months. The annual profit-sharing contribution shall be made to a participating employee's 401(k) account on or before December 31*

*of each year. Employees are eligible to participate in the Employer's 401(k) plan after one year of service and 1000 hours with the Company and to make voluntary contributions to their individual accounts.*

***Example***

*Employee contributes 1% - Employer contributes 1%*

*Employee contributes 2% - Employer contributes 2%*

*Employee contributes 3% - Employer contributes 3%*

*Employee contributes 4% - Employer contributes 3.5%*

*Employee contributes 5+% - Employer contributes 4%*

**Section 15.02 Credit for Time Served with a Previous Provider**

*Employees of companies purchased or merged with the Employer shall receive credit for time served with the purchased or merged company towards any qualification period for health benefits under this Article.*

**ARTICLE 16: PERSONNEL FILES**

**Section 16.00 Changes to Employee Information**

*The Employer maintains personnel files on all employees in accordance with law. Employees are expected to notify the Human Resources of any changes in personal information such as:*

*Home address*

*Telephone number home and or cell phone Emergency contact*

*Number of dependents*

*Military Status*

*Certifications and licenses related to job duties*

**Section 16.01 Employee Right To File Copies**

*Employees may request and will receive at no cost, a copy of documents signed by Employee and placed in their personnel files.*

## **ARTICLE 17: COMPENSATION**

### **Section 17.00 Wage Increases**

***The wage scales for employees covered by this Agreement appear in Appendix A of this Agreement and reflect the following increases and adjustments:***

***Effective upon the first pay period following Ratification of this Agreement: Initial Placement on Wage Scale***

***All employees covered under this Agreement shall be placed on their respective classification wage scale based upon the employee's wage scale seniority date with the Company. Wage scale seniority date is defined as the time accrued in an employee's current job classification post training.***

***For example, if Employee A enjoyed their 3rd anniversary of their wage scale seniority date with the Company was on June 30, 2018 Employee A will be placed on the appropriate wage scale at Step 2 and receive such wage increase effective upon ratification of this Agreement. Thereafter, employee A will progress through the appropriate wage scale on each subsequent Company successive anniversary of their wage scale seniority date.***

***On the first pay period beginning after January 1, 2023, each employee within the wage scale (except where indicated on the wage scale) shall receive a three percent (3%) COLA increase to base rate of pay.***

***On the first pay period beginning after January 1, 2024, each employee within the wage scale (except where indicated on the wage scale) shall receive a two and one-half percent (2.5%) COLA increase to base rate of pay.***

***On the first pay period beginning after January 1, 2025, each employee within the wage scale (except where indicated on the wage scale) shall receive a three percent (3%) COLA increase to base rate of pay.***

***Under no circumstances shall an employee suffer a reduction in compensation as a result of the adoption of this Agreement.***

### **Section 17.01 Movement through the Wage Scales (Appendix A)**

***Each year of this Agreement, employees shall continue progressing through the steps on their respective wage scale at each employee's anniversary of their wage scale seniority date.***

**Section 17.02 Appointment – Wages**

*The Employer may consider an employee’s previous work experience in their classification when determining the appropriate starting pay grade for new or returning entrants into the bargaining unit.*

**Section 17.03 Movement from EMT to Paramedic Wage Scale**

*EMTs who become paramedics shall be placed on the paramedic wage scale as follows:*

*If the employee’s wage as an EMT is lower than the starting rate of pay for Paramedics at the time of advancement, the employee will be placed at the Paramedic starting rate of pay.*

*If the employee’s wage as an EMT is higher than the starting rate of pay for Paramedic, the employee will be placed at the equivalent Paramedic pay step closest to the EMT’s wage rate at the time of advancement or the employee’s current rate of pay which is greater.*

**Section 17.04 Night Differential**

*Employees working a night shift shall continue receiving five (5) percent above their base hourly rate.*

**ARTICLE 18: CRITICAL INCIDENT STRESS DEBRIEFING**

**Section 18.00 CISD**

*The Employer will devise a Policy using its existing COACHES Program*

**ARTICLE 19: SUBSTANCE ABUSE – DRUG FREE WORKPLACE**

**Section 19.00 Substance Abuse**

*The Employer and the Union agree that all Bargaining Unit members shall be subject to the Medic Ambulance Drug and Alcohol Policy (Handbook Section 5), with the following exceptions:*

- 1. Any Employee who tests positive for drugs and/or alcohol following a post- vehicular accident or a reasonable suspicion test shall be subject to discipline, even if the Employee has prior to the test admitted and sought help for a drug and/or alcohol problem.*
- 2. Reasonable suspicion testing shall be the exclusive type of drug and alcohol testing to be used under this policy.*
  - a. An employee who is suspected of being under the influence of alcohol or drugs in the workplace, or while on duty, may be required to undergo an alcohol and/or drug test.*

**Reasonable suspicion means suspicion based on specific personal observations concerning the appearance, behavior, speech, or breath odor of the employee. Observation of any of the following may give rise to a reasonable suspicion of belief that an employee is under the influence of drugs or alcohol:**

- 1. Drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;**
- 2. Incoherent or slurred speech;**
- 3. Odor of alcohol on the breath;**
- 4. Inability to respond appropriately to questions an employee should reasonably be capable of answering;**
- 5. Unsteady walking and movement, disorientation or loss of balance;**
- 6. Physical symptoms of alcohol or drug influence (red and watery eyes, if not explained by environmental causes); or**
- 7. A pattern of abnormal, erratic, paranoid or bizarre behavior.**

**b. One of the goals of this drug-free workplace policy is to encourage employees to voluntarily seek assistance with alcohol and/or drug problems. In so doing, employees shall be entitled to, prior to placing themselves into service, voluntarily seek assistance under this policy without the threat of discipline.**

#### **Section 19.01 Confidentiality**

**The Employer shall observe all applicable laws as to the confidentiality of the test results and related medical information obtained.**

### **ARTICLE 20: JOINT LABOR COMMITTEE**

**A Joint Labor-Management Committee shall be established to discuss issues such as health and safety and other work-related issues where there is mutual agreement that such discussions should take place. The Committee shall have no power to change any provisions of this Agreement, to negotiate upon items already covered in this Agreement or to resolve grievances, unless there is specific written mutual consent from the Employer and the Union.**

**The Committee shall be made up of up to four (4) members of management and up to four (4) bargaining unit employees selected by the Union.**

### **ARTICLE 21: Scope of Agreement**



**Section 21.00 Severability**

*This Agreement shall be subject to all applicable federal and state laws, and other appropriate rules and regulations of bona fide governmental authorities. Should any provisions of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction or by any bona fide governmental authority, such action shall not invalidate the remainder of this Agreement. Such provision shall immediately become null and void, and shall cause the parties to meet and negotiate replacement provisions that are valid, leaving the remainder of the Agreement in full force and effect.*

**Section 21.01 Policies, Procedures and Work Rules**

*This Agreement supersedes all policies, procedures and work rules previously established by the Employer with respect to the issues specifically incorporated herein covering the employment relationship between the Employer and bargaining unit employees.*

**Section 21.02 Modifications to the Agreement**

*No addition to, alteration, modification, or waiver of any term, provision, covenant or condition or restriction in this agreement shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by the Employer and the Union.*

**Section 21.03 Complete Agreement**

*This Agreement sets forth the parties agreement and understanding with respect to the matters referred to herein. The parties acknowledge that during the negotiations which resulted in this Agreement, each party 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 that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.*

*Nothing contained herein shall prevent the parties, by mutual agreement, from negotiating on any subject matter, nor will it void any specific provisions in this Agreement that expressly provide for bargaining.*

## **ARTICLE 22: MANAGEMENT RIGHTS**

**Section 22.00 Management Control**

*All management rights, powers, authority, and functions shall remain exclusively vested in the Employer. It is expressly recognized that such rights, are by no means limited to, the full exclusive control, management and operation of the business, the scope of its activities, the right to establish work rules, change shifts, work schedules, staffing or number of ambulances, the determination of the number, size, and location of its facilities or any part therefore and the*

*extent to which it and its facilities or any part thereof, shall be operated, consolidated, relocated, shut down, sold, otherwise transferred, the right to terminate, merge, sell, or otherwise transfer the business or any part thereof; the determination of the number of employee's and the assignment of duties thereto and the direction of the working force including, but by the means limited to, hiring, selection, and training new employee's. It is the intention of the Employer and the Union that the rights, powers, and functions referred to herein shall remain exclusively vested in the Employer, except in so far specifically surrendered by the express provisions of this agreement. It is also the intent of the Employer and the Union that nothing in this agreement shall impair or infringe on the Employer's right to enforce its current policies and procedures, except to the extent any such policy or procedure conflicts with the express terms of this agreement. The Employer shall notify the Union at least fifteen (15) calendar days prior to implementation of any decision that impacts matters within the scope of representation for bargaining unit employees. The Employer may take action only after satisfying its obligations under the National Labor Relations Act.*

#### **Section 22.01 Notification and Effects Bargaining**

*If the Employer exercises any of its rights set forth in this Section 22.00, above, then the Employer shall notify the Union via a verifiable means at least ten (10) calendar days prior to implementation of any decision. Upon request by the Union, the employer will engage in effects bargaining concerning the noticed change. If, after written notification to the Union regarding such actions, the Union fails to respond via verifiable means within ten (10) calendar days, the Union waives its right to meet and confer and to file unfair labor practices claims against employer on the particular matter and employer shall be free to implement the noticed change in the workplace.*

### **ARTICLE 23: NO STRIKE/NO LOCKOUT**

#### **Section 23.00 No Strike/No Lockout**

*Neither the Union, its agents nor any of its members will collectively, concertedly, or in any manner whatsoever, engage in, incite or participate in any unlawful picketing, strike, sit down, stay in, slowdown, boycott, work stoppage, paper strike (the deliberate failure to submit timely, quality, accurate and complete medical reports and billing information), or sympathy strike against the Employer during the term of this Agreement; and the Employer agrees that during the term of this Agreement, it shall not lock out any of its employees covered by this Agreement. It is further understood that the only duly authorized representative of the Union shall use their best effort on behalf of the Union to actively encourage the employee(s) engaging in the violation of this section to cease such conduct.*

*Employees found to have violated the terms of this Article shall be subject to discipline up to and including discharge. Employees shall have the right to grieve discipline or discharge under this Article to the extent they claim not to have engaged in a violation of this article.*

*The Employer and the Union recognize that the duties performed by employees involve life and death situations. Failure to immediately transport patients to hospital and/or other designated medical facilities, and respond from hospitals and other medical facilities to patients, can result in compounding the problems of already ill and/or injured patients. Yet, it is also recognized that bargaining unit employees have a need to communicate with other Union employees who are engaged in job actions.*

*To meet both of these needs, the Employer and the Union agree that:*

*1. Under no conditions shall employees delay the transport of any patient because of a picket line or any other such job action.*

*2. Under no circumstances shall employees delay a response to a request for service due to any Union job action. Employees are expressly prohibited from delaying the response to any request for service or the provisions of any care and/or transport as required.*

*3. Employees may, after crossing picket lines to deliver patients, following such patient delivery, return to the picket line and explain to picket captain or other picketers why the picket line was crossed. Employees shall at all times remain available for dispatch by the Employer's Communication Center, and immediately respond to patients or standby post locations as requested.*

## **Article 24: Miscellaneous**

### **Section 24.00 Outside Work**

*Employees should not accept jobs that;*

- i) require personal attention or work during the employee's scheduled work hours with Employer;*
- ii) involve the use of any of Employer's confidential information, records or patient records;*
- iii) involve the use of any of Employer's equipment, supplies or facilities;*

*IV) are in competition with the employer*

## **ARTICLE 25: NO DISCRIMINATION/HARASSMENT**

### **Section 25.00 - Gender Intent**

*Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to all genders.*

### **Section 25.01 – 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, or any other status applicable by Federal, State, or Local law(s).*

#### **Section 25.02 –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 Employer’s Harassment policy and procedure, and State and Federal Law. Complaints alleging harassment may be made orally or in writing. Employees who violate this Article may be subject to corrective action, including the possibility of termination.*

### **ARTICLE 26: PRIVATE AGREEMENTS**

*It will be considered a violation of this agreement for any supervisor/management to enter into a private agreement with any bargaining unit member or group of members that is inconsistent of the collective bargaining agreement.*

### **ARTICLE 27: NOTICES**

*Except as is otherwise specified in the Agreement, notices or other communications shall be sent by email to the following addresses (or other addresses as are subsequently designated in writing.*

### **ARTICLE 28: TERM**

*This Agreement shall become effective December 3, 2021, and shall remain in full force and effect for four (4) years. The Union and the Employer agree that all items in this Agreement will remain in full force and effect, unless changed by mutual agreement of both parties. Either party may give notice in writing of its desire to revise or terminate this Agreement not less than one hundred twenty (120) prior to the expiration.*

**Appendix A: Wages**

**Ratification**

**MEDIC EMTs**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5 97 - 108 Mo.	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	Mo.	108+ Mo.
24	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 20.62	\$ 21.86
Day Shift	\$ 20.94	\$ 22.20	\$ 23.53	\$ 24.94	\$ 26.44	\$ 28.03
Night Shift	\$ 21.99	\$ 23.31	\$ 24.71	\$ 26.19	\$ 27.76	\$ 29.43

**MEDIC PARAMEDICS**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5 97 - 108 Mo.	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	Mo.	108+ Mo.
24	\$ 23.49	\$ 24.90	\$ 26.39	\$ 27.98	\$ 29.66	\$ 31.44
Day Shift	\$ 26.72	\$ 28.32	\$ 30.02	\$ 31.82	\$ 33.73	\$ 35.75
Night Shift	\$ 28.05	\$ 29.73	\$ 31.52	\$ 33.41	\$ 35.41	\$ 37.54

**MEDIC SSTs/Wheelchair Drivers**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5 97 - 108 Mo.	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	Mo.	108+ Mo.
Day Shift	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50
Night Shift	\$ 20.48	\$ 20.48	\$ 20.48	\$ 20.48	\$ 20.48	\$ 20.48

January 1, 2023

3.0%

**MEDIC EMTs**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	97 - 108 Mo.	108+ Mo.
24	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 21.24	\$ 22.51
Day Shift	\$ 21.57	\$ 22.86	\$ 24.23	\$ 25.69	\$ 27.23	\$ 28.86
Night Shift	\$ 22.65	\$ 24.01	\$ 25.45	\$ 26.97	\$ 28.59	\$ 30.31

**MEDIC PARAMEDICS**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	97 - 108 Mo.	108+ Mo.
24	\$ 24.19	\$ 25.65	\$ 27.19	\$ 28.82	\$ 30.55	\$ 32.38
Day Shift	\$ 27.52	\$ 29.17	\$ 30.92	\$ 32.78	\$ 34.75	\$ 36.83
Night Shift	\$ 28.90	\$ 30.63	\$ 32.47	\$ 34.42	\$ 36.48	\$ 38.67

**MEDIC SSTs/Wheelchair Drivers**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	97 - 108 Mo.	108+ Mo.
Day Shift	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50
Night Shift	\$ 20.48	\$ 20.48	\$ 20.48	\$ 20.48	\$ 20.48	\$ 20.48

January 1, 2024

2.5%

**MEDIC EMTs**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	97 - 108 Mo.	108+ Mo.
24	\$ 19.50	\$ 19.50	\$ 19.50	\$ 20.58	\$ 21.82	\$ 23.13
Day Shift	\$ 22.11	\$ 23.44	\$ 24.84	\$ 26.33	\$ 27.91	\$ 29.59
Night Shift	\$ 23.21	\$ 24.61	\$ 26.08	\$ 27.65	\$ 29.31	\$ 31.07

**MEDIC PARAMEDICS**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	97 - 108 Mo.	108+ Mo.
24	\$ 24.79	\$ 26.28	\$ 27.86	\$ 29.53	\$ 31.30	\$ 33.18
Day Shift	\$ 28.21	\$ 29.90	\$ 31.69	\$ 33.60	\$ 35.61	\$ 37.75
Night Shift	\$ 29.62	\$ 31.40	\$ 33.28	\$ 35.28	\$ 37.39	\$ 39.64

**MEDIC SSTs/Wheelchair Drivers**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	97 - 108 Mo.	108+ Mo.
Day Shift	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.87	\$ 21.06
Night Shift	\$ 20.48	\$ 20.48	\$ 20.48	\$ 20.48	\$ 20.86	\$ 22.12

January 1, 2025

3.0%

**MEDIC EMTs**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	97 - 108 Mo.	108+ Mo.
24	\$ 19.50	\$ 19.50	\$ 19.76	\$ 21.20	\$ 22.47	\$ 23.82
Day Shift	\$ 22.77	\$ 24.14	\$ 25.59	\$ 27.12	\$ 28.75	\$ 30.48
Night Shift	\$ 23.91	\$ 25.35	\$ 26.87	\$ 28.48	\$ 30.19	\$ 32.00

**MEDIC PARAMEDICS**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	97 - 108 Mo.	108+ Mo.
24	\$ 25.53	\$ 27.07	\$ 28.69	\$ 30.41	\$ 32.24	\$ 34.17
Day Shift	\$ 29.06	\$ 30.80	\$ 32.65	\$ 34.61	\$ 36.68	\$ 38.88
Night Shift	\$ 30.51	\$ 32.34	\$ 34.28	\$ 36.34	\$ 38.52	\$ 40.83

**MEDIC SSTs/Wheelchair Drivers**

Shift	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Type	0 - 24 Mo.	25 - 48 Mo.	49-72 Mo.	73 -96 Mo.	97 - 108 Mo.	108+ Mo.
Day Shift	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 20.47	\$ 21.69
Night Shift	\$ 20.48	\$ 20.48	\$ 20.48	\$ 20.48	\$ 21.49	\$ 22.78