

Collective Bargaining Agreement

Between

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



Along with

THE TURLOCK EMERGENCY AND MEDICAL SERVICES ASSOCIATION



Known Collectively as

TEMSA/USW LOCAL 12911

And

Riggs Ambulance Service



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PREAMBLE

This Agreement is between Riggs Ambulance, hereinafter referred to as the " Employer," and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy Allied Industrial and Service Workers (USW) and TEMSA Local 12911, hereinafter referred to as the "Union," covering the employment of persons coming under the jurisdiction of the Union in Merced County, California.

ARTICLE 1 RECOGNITION

1.1 RECOGNITION FOR BARGAINING

The Employer recognizes the Union as the exclusive bargaining agency for employees covered by this Agreement: all full-time and part-time ambulance service employees, Emergency Medical Technicians (EMT), Paramedics, Call Taker I, Call Taker II, Dispatcher I, and System Status Technician (SST) employed by the Employer at its facilities located in Merced County, California; excluding office clerical employees, professional employees, guards, and supervisors as defined in the Act.

1.2 SUPERVISORY EMPLOYEES

The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such action, and it is not the Employer's policy to establish jobs or job titles for the purpose of excluding employees from the bargaining unit nor shall supervisors be used to supplant bargaining unit employees. The Employer maintains the right to temporarily assign supervisory/management personnel to maintain contractual obligations in the event of temporary system overload.

1.3 JOB CLASSIFICATIONS

- i. Paramedic (EMT-P)
- ii. Acting Paramedic (Acting EMT-P)
- iii. Emergency Medical Technician (EMT-B)
- iv. Call Taker I
- v. Call Taker II
- vi. Dispatcher I
- vii. System Status Technician

1.4 UNIT STAFFING/BARGAINING UNIT WORK

- A. All employees staffing any scheduled work will hold all necessary license and health certificates mandated by the State of California and Merced County.
- B. Bargaining unit work will include:
 1. Standbys (races, sporting events, etc.)
 2. Regularly scheduled ALS or BLS shifts.

3. ALS or BLS transfers (local and long distance).
4. Call Taker and Dispatcher shifts.
5. SST Shifts

ARTICLE 2 UNION SECURITY

2.1 UNION MEMBERSHIP

No later than the thirty-first (31st) day following the beginning of employment, or the effective date of this agreement, or the execution date of this agreement, whichever is later, every employee subject to the terms of this agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or if the employee objects to the payment of that agency fee, such employee shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs.

2.2 PAYROLL DEDUCTION OF UNION DUES, ASSESSMENTS AND INITIATION FEES

During the term of this agreement, the Company will deduct from the first paycheck of each month's dues, assessments and initiation fees, each as designated by the International Secretary – Treasurer of the Union, from the wages of this employees covered by this Agreement who individually and voluntarily execute a written check-off authorization card.

The Company shall promptly remit any and all amounts so deducted to the International Secretary-Treasurer of the Union. A copy of such authorization card for the check-off of Union dues should be forwarded to the Financial Secretary of the local Union along with the membership application of such employee. All payroll deductions shall be forwarded to the International Secretary-Treasurer, United Steelworkers, PO Box 644485, Pittsburgh, PA. 15264- 4485

The Employer will deduct monthly dues or service charges, including, where applicable, initiation fees and assessments, each in amounts as designated by the Union's International Secretary – Treasurer, effective upon receipt of individually signed voluntary check-off authorization cards.

The Company shall within ten (10) days remit any and all amounts so deducted to the Union's international Secretary-Treasurer with a completed Summary of Dues form R-115 or its equivalent. A check off list shall accompany the deductions, setting forth the name and amounts of dues, assessments and initiation fees. A copy of the deduction list shall be forwarded to the financial secretary of Local Union.

2.3 NEW EMPLOYEES

The Employer shall furnish the Union field representative with the names, addresses and job classifications of newly hired employees covered by this Agreement, within thirty (30) days following the employee's date of hire.

2.4 MAINTENANCE OF MEMBERSHIP

Employees who are required to maintain membership in the Union and fail to do so, and employees who are required to join the Union and fail to do so shall, upon written request to the Employer from the Union, be terminated.

2.5 PAC CHECK OFF

Upon receipt of a signed PAC Check-Off Authorization, the Employer, upon a written request of the employee, will make a monthly deduction for the PAC Fund as directed by the employee. This will continue as long as the employee gives such authorization as per the PAC check-off authorization he/she signs. The amount withheld will be mailed to the United Steelworkers, Political Action Fund, Five Gateway Center, and Pittsburgh, PA 15222.

2.6 INDEMNIFICATION

The Union will hold harmless the Employer against all claims, demands, actions, or other liabilities, including the Employer's reasonable attorney's fees, that may be made against or incurred by it arising from or by reason of any action or inaction by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or employees for the purpose of complying with any of the provisions of this agreement.

2.7 UNION ACTIVITY

The Employer shall not discriminate in any way against an employee engaging in official Union activity.

ARTICLE 3 UNION REPRESENTATION

3.1 ACCESS OF REPRESENTATIVES OF THE UNION

A duly authorized representative of the Union shall be permitted access to the Employer's facilities, for the purpose of observing conditions under which employees under this agreement are working, provided such visits do not interrupt or interfere with normal operations. Union representatives not employed by Riggs Ambulance will notify the Employer of their presence.

3.2 BULLETIN BOARDS

The Employer shall furnish at each work location a reasonably sized Bulletin Board to post Union bulletins and publications. The space provided will be maintained by the Shop Stewards and official Union Representatives, with the posting or removal of bulletins and publications to be handled only by the same.

3.3 EMPLOYEE MAILBOXES

The Union shall have access to all employee mailboxes for the purpose of communicating Union business and information during normal office hours.

3.4 UNION STEWARDS

The Employer recognizes the right of the Union to select a reasonable number of Union Stewards. The Employer agrees that there will be no discrimination against the authorized Steward because of Union activity. Stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection of new or changed Union Shop Stewards. Union Stewards will not conduct Union business while on duty without Employer approval. Shop Stewards will be allowed an adequate amount of time to inform new employees at their company orientation of Union policies and procedures.

The Employer will make every effort to use on duty Shop Stewards for disciplinary, investigation and step one grievance meetings. Shop Stewards shall suffer no loss in pay for attendance at disciplinary, investigation and step one grievance meetings held during the Steward's shifts. In addition, the Union agrees to make every effort to maintain a Shop Steward to member ratio of 1:10.

ARTICLE 4 TRANSFER OF COMPANY, TITLE/INTEREST OR CLOSURE

4.1 TRANSFER OF COMPANY, TITLE/INTEREST OR CLOSURE

The Employer shall provide the Union within thirty (30) days' notice concerning the cessation of operations or transfer of same to the successor organization.

ARTICLE 5 DISCIPLINARY ACTION

5.1 UNION NOTIFICATION

The Employer shall have the right to discharge, suspend, and/or discipline an employee for just cause. The Employer shall notify the Union in writing by Mail, Email, and/or Fax, of all suspensions and discharges and the reason for such action. The Employer agrees to comply with the principles of progressive discipline. The severity of disciplinary action depends on the nature of the offense and the employee's past disciplinary record and may range from written counseling to immediate dismissal. If the Union believes the action to be unjustified, the matter may be pursued through the grievance and arbitration procedures. Employees on suspension will not be offered call back or open shifts within the pay period of the suspension.

5.2 DISCIPLINARY DOCUMENTATION

Disciplinary action documentation for all employees will be given to the employee in writing and will remain in effect for the period of twelve (12) consecutive months from the date of the violation. Minor violations will be considered violations of a verbal warning or documentation of conversation (DOC).

Minor violations will remain in effect for a period of six (6) months from the date of the violation. However, multiple minor violations in a six (6) month period may subject an employee to additional progressive discipline.

- Progressive discipline will consist of the following steps; verbal warning, written warning, final written warning with possible suspension and termination.

5.3 STEWARDS

The Employer shall ask employees and inform them that it is their right to have a Union Steward present in an investigatory meeting which will or could lead to discipline. Employees will be issued a seventy two (72) hour notice for these meetings. Seventy two (72) hour notices will be issued in writing via company email. In the event the employee desires representation, the employee and the Union Steward will respond to the Employer within seventy-two (72) hours of receiving the notice or; seventy-two (72) hours from the start of their first shift after receiving a seventy-two hour notice.

If an employee is not scheduled to work for greater than seven (7) days the Employer may issue a seventy-two (72) hour notice via phone call as well as company email when needed to expedite an investigation.

The employee and Union Steward shall set up a meeting with the Employer no later than ten (10) calendar days after the date the request was received. The employer, Union steward, or employee may request to extend this time if justifiable mitigating circumstances exist.

Management reserves the right to conduct the investigatory meeting with an employee failing to respond to an “Employee Notification” within the specified time (72 hours).

5.4 COMPANY RULES

Company rules and regulations shall be made available to employees for their benefit and understanding. Any modifications of these rules and regulations by the company shall be provided to employees and the Union before they are enforced. All notifications of any changes in Company rules or regulations will be provided to Union and employees at least 14 calendar days prior to implementation.

5.5 EMPLOYEE NOTIFICATION

The Employer agrees that upon discovery of an incident, which may warrant investigation or disciplinary action that they will notify the employee within seven (7) calendar days. No employee, except those on probation, shall be disciplined without a hearing with the appropriate company official. Union representation will be offered in accordance with Article 5: Section 3 above. This hearing shall take place within fourteen (14) days of the alleged incident or (14) days from when the Company was made aware of the alleged incident unless a longer period is needed and is agreed upon between Union and management.

ARTICLE 6 NO DISCRIMINATION/HARASSMENT

6.1 NO DISCRIMINATION

The Employer shall not discriminate in any way against any employee or applicant for employment, station assignment and/or promotion on account of race, color, creed, religion, veteran status, national origin, sex, age, sexual preference, marital status, physical handicap (including AIDS), medical condition (i.e. Cancer), or ancestry. In addition, the Employer and the Union agree that they shall not discriminate against any employee for his/her membership in the Union.

6.2 SEXUAL HARASSMENT

The Employer and the Union agree to maintain a work environment free of harassment and intimidation. All employees have the right to be free of Sexual Harassment and any unwelcome Verbal, Physical or Visual Harassment which is directed at them because of their race, sex, color, religion, ancestry, national origin, mental or physical handicap, medical condition, age, marital status or sexual preference.

VERBAL HARASSMENT - examples include offensive sexual language, sexual innuendos, slurs or degrading words.

PHYSICAL HARASSMENT - examples include unwanted physical touching, assault, blocking or impeding of movement or physical interference.

VISUAL HARASSMENT - examples include sexually suggestive objects, sexually offensive posters, pictures or cartoons.

SEXUAL HARASSMENT - examples include the above forms of harassment as well as any unwelcome sexual advances, propositions, notes, letters, invitations or requests for sexual favors. While most incidents of sexual harassment involve a male harassing a female, it may also involve a female harassing a male or males and females harassing persons of the same sex. Reciprocal, consensual relationships are not included in this definition.

Harassment may also occur where submission to unwelcome conduct is explicitly or implicitly a term or condition of employment, where submission to or rejection of such conduct is used as a

basis for retaliation or the making of employment decisions, or where such conduct creates an intimidating, hostile or offensive working environment which unreasonably interferes with the employee's work performance.

The Employer and the Union encourage all employees to help maintain a work environment free of harassment and intimidation by not personally engaging in any harassing behavior and by immediately reporting to management any incident of harassment. No employee will be retaliated against by making management aware of a complaint. Any employee observing or subjected to harassment by another employee, supervisor, manager, customer or any other person doing business with Riggs Ambulance, Inc. must immediately report the incident to either their supervisor, manager or the human resources department.

All reports will be promptly investigated in a confidential manner. The results of the investigation will be communicated to the alleged harasser and the complainant, and appropriate remedial action will be taken. All employees are required to comply with this policy. Any employee who is found to have violated this policy will be subject to appropriate disciplinary action which may include termination. The parties are also aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment.

6.3 BLACKLISTING

The Employer shall not in any way establish, create or become a party to a blacklisting which may have as a purpose the prevention of or interference with the obtaining of employment by a member of the Union with any Employer or company.

ARTICLE 7 GRIEVANCE PROCEDURE AND ARBITRATION

7.1 GRIEVANCE PROCEDURE

The purpose of this procedure is to provide a timely adjustment of grievances by the Employer and the Union following a prompt and impartial investigation and thorough discussions. In the event any grievance arises concerning the interpretation or application of wages, hours, or other terms and conditions of employment, such matters shall be adjusted according to the procedures and conditions set forth below. The employee, or his/her representative, shall have the exclusive right to file a grievance; however, in the case of an individual's grievance the employee shall always sign the grievance along with the Union Representative or Shop Steward. All grievances must be presented and processed in accordance with the following steps, time limits and conditions. All references to "days" herein are "calendar days".

Step One:

The employee, or the employee and the Union Steward, shall seek its resolution by discussing the grievance with the immediate supervisor within fifteen (15) calendar days of the occurrence giving rise to the grievance. The Supervisor shall give his/her answer in writing within ten (10) calendar days after such discussion. In the case of a discharge or suspension the grievance must be filed within ten (10) calendar days of the Union's receiving notification.

Step Two:

If the procedure at Step One fails to resolve the grievance then, within seven (7) calendar days after the receipt of the Step One answer, the grievance shall be reduced to writing, and the Union, through its Steward or Field Representative, shall submit the grievance to the General Manager or his/her designee. The Steward or Field Representative and the General Manager shall meet in an attempt to resolve the issue within ten (10) calendar days after such submission and the General Manager or his/her designee, shall respond, in writing, within five (5) calendar days from the date of the meeting.

Step Three:

In case of failure of the parties to settle the grievance at Step Two, the Union or the Employer may request that the grievance be referred to arbitration within ten (10) calendar days from the Union's receipt of the Employer's Step Two response. The moving party shall request a list of arbitrators from the FMCS, Federal Mediation and Conciliation Service within fourteen (14) days of referring the grievance to arbitration. The moving party shall request from the FMCS, Federal Mediation and Conciliation Service a list of seven (7) arbitrators. Within five (5) calendar days of the receipt of the list, the parties shall select an arbitrator by alternately striking names from the list. After each party has struck three names from the list, the remaining name shall be the presiding arbitrator. The arbitrator's decision

shall be final and binding on the Employer and the Union and the employee(s) involved. The cost of the arbitrator shall be borne equally by the parties. The arbitrator shall have no power to add to, subtract from or otherwise modify any provision of this Agreement. All arbitrations or legal proceedings shall be filed and held in Merced County.

7.2 TIME LIMITS

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

7.3 PARTICIPANTS

The Employer 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 8 HEALTH AND SAFETY

8.1 SAFETY

The Employer shall, at all times, provide safe materials, equipment, vehicles and working conditions for all employees. It is specifically agreed that the compliance with all State and Federal Laws relating to working conditions, safety and health shall be an integral part of this Agreement. The Employer will supply necessary safety equipment. No employee shall be required to work with unsafe equipment which would be hazardous to his/her health or to his/her co-workers and/or patients' health and safety. Employees who violate posted Employer safety rules and regulations shall be subject to disciplinary action.

8.2 SAFETY EQUIPMENT

The Employer shall provide at minimum the following listed and any OSHA required general safety and protective gear for each ambulance:

- 4-point restraints
- Exam Gloves – Appropriate size for crew
- Sharps container Leather Gloves – 2 pair
- Safety Helmet with face protection – 2

8.3 USE OF TOBACCO PRODUCTS

Smoking or use of tobacco products will not be permitted in areas which constitute either a fire hazard or disturbance to patients, visitors, or co-workers. The Employer will 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 or use of tobacco type products will not be permitted in any ambulances or buildings owned or maintained by the Employer.

8.4 COMPANY PAID IMMUNIZATIONS

The Employer agrees to cover the cost of any necessary or mandated immunizations that are required by OSHA or other public health agency. Employees declining such an immunization for whatever reason will be required to sign a declination form at the time the vaccine is offered with the understanding that they may change their mind and receive said vaccine within a reasonable time of their request.

8.5 DRUG AND ALCOHOL-FREE WORKPLACE

The Union and the Employer agree that it is important to maintain a drug, alcohol and substance abuse free work environment for the safety of employees and patients. In order to discourage the use of non-prescribed controlled substances and alcohol in the workplace, the Union and the Employer agree that employees shall be tested for the presence of drug and alcohol if there is probable cause based on a reasonable suspicion that the employee has drugs and/or alcohol in his/her system.

Probable cause shall exist when specific behavioral performance or contemporaneous physical indicators of being under the influence of drugs or alcohol are demonstrated on the job as documented by the Employer. Probable cause will not exist, and thus is not a basis for testing, if a reasonable suspicion is based solely on the observation and verbal reports of third parties. A member of management shall evaluate the appropriateness of such third-party observations and/or verbal reports and shall through investigation determine whether the employee(s) involved shall be tested for probable cause. The basis for the Employer finding probable cause shall be documented on an Incident Report Form.

The Union and Employer further agree that:

- Random substance testing may be permitted.
- In the event of injury, accident or moving violation while on duty, testing will be mandatory.

8.6 CREW QUARTERS

Every designated crew quarters operated by Riggs Ambulance shall be outfitted with kitchens, to include microwave ovens, refrigerators, conventional stove and ovens, sinks, bathrooms, heating and air conditioning systems, controlled by sensors set at of 65 degrees in winter months and 75 degrees in the summer months of May through October, TV, sofa and wall mount thermometers. During a utility provider's power emergency notification, temperature settings will be set to the recommended settings for the duration of the emergency only.

The Employer will have installed control units that will self-switch to heating and cooling functions as needed for normal environmental weather changes.

Sleeping areas will be separated for male/female privacy requirements, with at least one bed in each sleeping area to accommodate all crew members.

Telephones capable of sending and receiving local toll-free calls will be available at each crew quarter. The Employer may block crew quarter phones from long-distance access. The

employee can utilize his or her personal long-distance calling card.

Employees utilizing company phones for personal long-distance calls may be subject to discipline and/or reimbursement to the Employer for costs incurred.

8.7 EAP/CISD/EMERGENCY RELIEF

- A. The Employer will establish, maintain and pay 100% of the plan premium for EAP
- B. Full-time and part-time employees shall have access to a critical incident stress debriefing service (CISD) through Merced County of which the Employer will pay any costs. The Employer will allow shift relief for any employee requesting CISD as soon as practical or as soon as the system allows.
- C. The Employer will allow emergency shift relief for the following reasons:
 - 1. Documented family illness or injury.
 - 2. Employee illness or injury.
 - 3. To attend a CISD, with confirmation by a CISD team member.
- D. Any employee requesting relief under this section will forfeit any remaining hours/pay on the scheduled shift he/she requests relief from unless the relief is for an approved CISD or an injury sustained on the job. The employee will utilize any available sick time for C1 and C2 above.
- E. It is understood that in such circumstances outlined in C-1, 2, 3 may require a change in current unit staffing certification levels however; such changes are permissible so long as an ALS level of response is maintained.

ARTICLE 9 SENIORITY/TENURE

9.1 DEFINITION OF AN EMPLOYEE

A full-time employee is defined as an employee who is regularly scheduled to work a schedule predetermined by the Employer, which consists of forty-eight (48) or twelve/forty-two (12/42) per week per week for EMTs and Paramedics and twelve/forty-two (12/42) schedule for communication employees. Full time employees that maintain less than 90% of their full-time hours for 2 consecutive schedule blocks will forfeit their full-time position, excluding hours attributable to PTO, Sick Time, and approved LOA's.

Based on scheduled vacancies after full time employees have selected their shifts, the following definitions will apply:

A part-time employee is defined as an employee who works less than forty (40) hours per week. Part-time employees must work a minimum of thirty-six (36) hours per schedule block to remain as a part-time employee. Part-time employees must select the thirty-six (36) hours during the current schedule block for the next schedule block (Date to be determined by the Company). Within these thirty-six (36) hours, part-time employees must work one (1) shift on a Saturday or Sunday.

Part time employees who do not meet their minimum hourly requirement for two consecutive schedule blocks will forfeit their part time position. As a courtesy the company shall notify part time employees who did not meet their required hours at the end of a schedule block.

Part-Time employees, who have worked or are scheduled to work a minimum of thirty-six (36) hours in a schedule block, will be eligible for incentive pay. Incentive pay will be issued once

the minimum thirty-six (36) hours have been worked in a scheduled block.

Concurrent experience with another Employer will be evaluated and, if approved by management as being of similar experience, will be applied to this time requirement.

Part-time employees who are scheduled to work an average of forty-eight (48) or more hours per week for three (3) consecutive months or more will be offered a full time position, and if accepted will have their status changed to full-time and shall receive a new date of hire for purposes of seniority. This time limit may be extended by mutual agreement of the Employer and the Union.

Acting paramedics are employees working currently as an EMT that have obtained their full County accreditation as a paramedic but have not applied and/or been selected for a posted paramedic position. These employees will maintain their EMT seniority but upon meeting all county requirements and selected by Riggs Ambulance to enter the paramedic FTO program will be paid as a paramedic. In the event the employee does not successfully complete the Riggs Ambulance FTO Paramedic program or refuses to bid on an open paramedic spot will revert to EMT classification and pay scale.

An employee must maintain good standing with the State EMSA, Local EMSA and Federal, State and Local Law Enforcement agencies. Good standing shall mean no suspension or revocation of the employee's licenses, certificates or other approvals needed to operate an emergency motor vehicle or practice as an EMS worker. An employee who is charged with a violation by an above agency or is under investigation by an above agency for an alleged violation or lapse of such approvals, will advise the Employer before the beginning of their next scheduled shift such charge or investigation or lapse becomes known to the employee. Failure to notify the Employer before the beginning of their next shift of any such charge, investigation, suspension or revocation may result in disciplinary action. Lapses in required certifications or licenses are addressed Article 20.4. Any employee that has been charged with a felony may be placed on administrative leave, assigned other duties including duties outside their current job description or at their request be placed on unpaid leave until the final disposition of the charges.

9.2 SENIORITY

Full-time and Part-time employee's seniority for shift bidding is based upon their current place on the seniority list for employee's job classification. For the purpose of scheduling, mandate and time-off requests, an employee will go to the bottom of their new job classification list based on their date of hire into that position first, then their full county accreditation into the classification. Seniority for employees who change job classifications shall remain unchanged for purposes of layoff, pay step, time off accruals and benefits. Pay anniversary dates will be their original date of hire. Employees eligible to work more than one job classification may change their primary classification to avoid lay-off and will maintain their current date of hire for all seniority purposes.

Part-time employees who become full-time employees will be placed at the bottom for shift bidding, based on their date of hire into that position first, then their full county accreditation into the classification. Full-time employees that are granted Part-time status shall be placed according to their original hire date. An employee that is Full-time is not automatically granted

Part-time status. An employee that goes from Full-time to Part-time and back to Full-time may be granted their original seniority date if special circumstances exist as determined between management and the Union. When changing classifications from Part-time to Full-time and vice versa, the effective date will be when the employee starts being scheduled for the changed hours.

9.3 LOSS OF SENIORITY

An employee shall lose all seniority rights up to and including termination for any of the following reasons:

1. Resignation.
2. Termination.
3. Nine months of continuous layoff. This may be extended in increments of three (3) months by mutual agreement of the parties.
 - a. Employees are responsible to notify the Employer of their correct address.
4. Failure to respond to the Employer upon recall to work following layoff within one week after receiving notice by certified mail. This shall not apply if an employee on layoff has informed the Employer by mail or fax, within one (1) calendar week of receipt of their recall letter, of his/her intent to return to work. After such notification, the employee must report within two (2) weeks.
5. Failure to report for a scheduled or volunteered work assignment twice in a calendar year
6. Failure to report to work at the conclusion of an authorized leave of absence.
7. Absence for any reason extending beyond thirty (30) calendar days, excluding absence for industrial injury or illness or an approved leave of absence.

An employee holding a position outside of the bargaining unit for twelve (12) months shall have their seniority frozen.

9.4 DEFINITION OF SENIORITY DATE

Seniority dates for field employees will be established by using the following criteria in the following order:

1. Date of hire.
2. Completion of all training and FTO time.
3. Merced County Certification/Full Accreditation
4. Original State certification date (in cases of multiple hires having the same date)
5. Drawn by lot by a Shop Steward during the orientation period, in the presence of a management representative.

Seniority dates for SST/Communications will be established by the following criteria in the following order:

1. Date of hire.
2. Drawn by lot by a Shop Steward during the orientation period, in the presence of a management representative.

Seniority for classification changes:

1. Date of hire into a new classification with seniority granted to internal employees over external employees if date of hire into new classification is the same.
2. Full Merced County Certification/Accreditation date into new classification (in cases of multiple hires having the same date).
3. In the event one and two are the same date, seniority will be determined by the lot drawn by a Shop Steward during the orientation period, in the presence of a management representative.

A separate seniority list shall be maintained for each classification and shall be made available upon request.

9.5 PROBATION

Newly hired employees shall be required to undergo a one (1) year probationary period. There will be written performance evaluations given one half (1/2) way through the probationary period. Such written performance review shall enumerate the performance deficiencies, if any, to be corrected. A time limit shall be agreed upon for the employee to correct their performance in the deficient areas. It is agreed that in the application of this performance evaluation procedure, Employer may permit an employee to acquire non-probationary status sooner than the expiration of the full probationary period, however the probationary period shall not be extended without the mutual agreement of all parties, should this occur, management will make this notification in writing

Employees changing job classification (i.e. full-time EMT to full-time Paramedic) 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). Those employees not meeting company standards in the new job classification will have the right to return to their old job classification without loss of seniority or benefits.

Probationary employees may not reduce their employment status. i.e. dropping from full-time to part-time.

An employee who is out on a medical leave or other personal LOA that is greater than 30-days during their probationary period shall have their probationary period extended for the equivalent of 12-months or 2184 hours.

Layoff shall be by inverse order of companywide seniority beginning with part-time employees. Employees who qualify and are proficient in more than one classification may replace employees with the lowest seniority in another job classification in order to avoid being laid off.

9.7 RECALL FROM LAYOFF

As positions become available in a job classification, employees who were employed in that job classification will be recalled, beginning with the most senior employee in that specific job classification. No new employee shall be hired until such time as all qualified laid off employees in that job classification have been recalled.

9.8 SENIORITY FOR SCHEDULING

Each employee schedule/shift bid will be done in the following order:

FIELD	COMMUNICATIONS	SUPPORT STAFF
1) Full-time Paramedics by seniority	1) Full-time Dispatcher-1 by seniority	1) Full Time SSTs by seniority
2) Full-time EMTs by seniority	2) Full-time Call Taker-1 by seniority	2) Part-time SSTs by seniority
3) Part-time Paramedics by seniority	3) Full-time Call Taker-2 by seniority	
4) Part-time EMTs by seniority	4) Part-time Dispatcher-1 by seniority	
	5) Part-time Call Taker-1 by seniority	
	6) Part-time Call Taker-2 by seniority	

9.9 SCHEDULING FOR TEMPORARY VACANCIES/CALL IN PROCEDURES

Temporary vacancies will be filled using alpha-numeric paging systems employing a pre programmed all-call feature. When the pager banks are paged, the time will be documented by the administration/communications center along with any return phone call made by employees.

The filling of temporary vacancies/call in procedure will be done in the following order:

1. Part-time employees who have not worked or are not scheduled to work forty (40) hours or more in the current week.
2. Full-time employees.
3. Part-time employees who have worked or are scheduled to work more than forty (40) hours in the current week.
- 4.

5. Riggs Ambulance can reassign an employee already scheduled to a different shift on the same day if it doesn't reduce their hours, and only for temporary and isolated incidents.

Employees who have responded to the page will be called in order of category, as listed above, in seniority order. Riggs Ambulance reserves the right to award the filling of temporary vacancies to the employee that can work the majority of the open shift.

When a shift is filled by this method a final 'report back' page will be issued advising the field of the employee who has filled the temporary vacancy.

For communications center shifts that have been paged out by the company seeking coverage, the employee that picks up the shift will receive their classification pay.

Filling Short Notice Shift Vacancies:

- **DEFINITION OF A SHORT NOTICE SHIFT VACANCY:** A shift that has become available and is either in progress or is beginning in less than 3 hours.

After notification of a short notice vacancy the company shall page out all employees in the classification of the vacancy (EMT, Medic, SST or Communications staff). The shift will be filled based on seniority in that classification for the first 30-minutes after the page has been sent. After 30-minutes has elapsed and if the open vacancy was not filled within the initial page; A second page will be sent out if there is another classification that can fill the shift (ie. EMTs filling open Medic shift to make a BLS car). The shift will be filled based on seniority in that classification for 30-minutes. After the second page and if the shift has not been filled the company reserves the right to determine further attempts to fill, merge or grey out the shift.

9.10 MANDATORY CALL-IN

An employee can be mandated by contacting the employee in person or by verbal phone conversation.

If an employee is mandated they have 15-minutes to accept or deny the mandate. If the employee fails to contact the supervisor/manager within the 15-minutes allowed, without making prior notification that they needed an additional reasonable amount of time, it will be considered a refusal of mandate.

Refusal of mandate shall result in progressive disciplinary action beginning with a Step-1 verbal. Employees refusing a mandate will be moved to the bottom of the mandate list and cannot be mandated for 72-hours from the time of refusal.

Voluntary mandate shall be done on weekend shifts prior to forced mandate. Weekend shifts are defined as Saturday and Sunday. Voluntary mandate shall be done by seniority. The company shall have discretion over which shifts will be available for voluntary mandate. Employees are eligible for one (1) voluntary mandate shift per schedule block and will be removed from the mandate list once they have worked their voluntary mandate shift. The company may also utilize voluntary mandate for other days of the week at the company's discretion.

All full-time employees are subject to mandatory call in. Provided the following criteria have been met.

- Employees cannot be mandated more than 72 hours in advance.
- Employees will not be mandated until the procedure as outlined in section 9 above has been exhausted.
- If the shift still cannot be filled the following guidelines will apply:
 - Call back will be done using inverse seniority, employees will be allowed a 15-minute window, upon request, in which to accept or decline.
 - Accepting a mandatory assignment automatically moves an employee to the last position on the inverse seniority list, regardless of his/her previous position.
 - 36-hours prior to the mandated shift, a final page will go out requesting volunteer coverage.
 - Refusing a mandatory assignment will result in progressive disciplinary action.
 - No employee may be mandated for more than one shift in any schedule block.
 - Employees that have worked or are scheduled to work an additional 36 hours in a schedule block can request to be exempt from mandate for the remainder of that schedule block.
 - If an employee removed from the mandate list fails to work their additional hours (shift relief, PTO) they will be placed back on the mandate list.
 - Employees removed from the mandate list for working 36 additional hours in a schedule block will not be eligible for voluntary mandate.

When mandating is necessary to fill shift vacancies full time employees will be contacted in order of inverse seniority.

Such mandated employees will receive a one time (1.0) premium based on their regular rate of pay in addition to any overtime or shift differential to which the employee may be entitled, for all hours worked due to mandatory call-in. A mandated employee can find shift relief for the mandated shift and will still receive the mandate credit. The relief employee is not eligible for mandate pay or credit for the mandate. An employee that is on PTO or has arranged for shift relief shall not be subject to mandate on those days.

9.11 SENIORITY FOR BENEFITS

Seniority for purposes of an employee's benefits shall mean that period of continuous full or part-time employment with the Employer. Part-time employees who acquire a full-time position will maintain their original date of hire for wages and their full-time date of hire for all other purposes.

9.12 SENIORITY APPLICATION

For purposes of overtime, vacation, scheduling, transfer, layoff or recall from layoff, seniority shall prevail within each specific job classification within the bargaining unit.

9.13 ADVANCE NOTICE OF REDUCTION

The Employer shall notify affected employees of any anticipated reduction in force as far in advance as possible.

9.14 POSITION VACANCY

An open position shall be posted for seven (7) calendar days. Any employee interested in the position must apply during that period. All current employees shall have preference over any outside applicant. All full-time employees will have preference over part-time employees.

Employees who wish to change job classifications will have preference over outside applicants and must complete pre-placement testing and will have 10 percent added to their cumulative score.

Management reserves the right to hire any of the top 3 interested candidates per open position. This right shall be referred to as the “rule of threes.”

A partial re-bid will be held if the vacancy occurs in the first half of the current bid cycle. A bid notification will be given a minimum of seven (7) days in advance of the re-bid. Any employees in that classification are eligible to bid. In cases of extreme circumstances, this process may be altered by mutual agreement of both parties.

ARTICLE 10 HOURS OF WORK

10.1 WORK SCHEDULES

- A. Work schedules shall be posted and/or provided to employees at least seven (7) calendar days in advance of implementation. Bid packages will be available to the employees two (2) weeks prior to the date of the bid and will include the employees bid times. Shift bids for full-time employees will be of six (6) months duration unless demand analysis dictates a change. Bidding will take place in June and December. Full-time field employees will be scheduled for no more than four (4) days per workweek and will have at least two (2) consecutive days off. A Full-time employee can add shifts voluntarily in compliance with the county contract. The definition of Full-time employee may be altered by mutual agreement of both parties. Schedules may be modified for modified work schedules upon mutual agreement between the Employer and the Union.
- B. This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. This article shall not be considered as any basis for the calculation of overtime.
- C. No employee shall be required to work more than twenty-four (24) consecutive hours without a minimum break period of eight (8) consecutive hours, except under emergency conditions as declared by management.
- D. Any employee that is mandated and who has been on duty for twenty-four (24) consecutive hours prior to the mandated shift without an eight (8) hour break, will be paid an additional one time (1.0) premium in addition to the mandatory premium in Article 9 Section 10.
- E. Employees shall not receive discipline because of a shift ‘no show’ due to a failure to post the schedule seven (7) days prior to implementation. This shall not apply if the Employer

demonstrates that in the alternate to posting the schedule the Employer telephoned and received the employee's acknowledgment.

10.2 REPORTING FOR WORK

In consideration that the ambulances are washed, stocked and ready at the beginning of the shift, the employee will report for work on time at the location of his/her assignment and ready to receive a pager test or an assignment or the employee will be considered tardy.

10.3 MEAL PERIODS

Employees shall be allowed three (3) paid meal periods of one (1) hour duration during a twenty four (24) hour shift. Shifts of twelve (12) hours or less (excluding special event standbys) will be allowed one (1) meal period of one (1) hour duration, which may only be interrupted by the

Employer to respond to calls and their resultant posts. The employer will make its best effort to ensure that employees receive a meal period.

10.4 SLEEP TIME

Employees shall be allowed a paid eight (8) hour sleep period, during a twenty-four (24) hour shift, which may only be interrupted by the Employer to respond to ambulance calls, posts, and move ups. A status five may also interrupt the sleep period but not prior to one hour before the end of the shift.

10.5 TIME OFF REQUEST(S) SHIFT RELIEF AND PARTIAL SHIFT RELIEF

A shift relief is defined as an employee who arranges for another employee of the same certification level to work all of a scheduled shift or assignment and is not trading that shift.

For a full shift relief requests:

1. An approved shift relief form must be signed by both parties or electronically submitted and received no less than twenty-four (24) hours in advance and between the hours of 0800-1600; requests received after 1600 hours will be considered to have been turned in at 0800 the following day.
2. All shift relief requests must be approved by management.
3. A part-time employee may not utilize this section more than one shift per scheduling block and a full-time employee more than two shifts per scheduling block.
4. Time off requests may not be approved if it creates a situation where additional cost to the Employer is incurred.
5. Once an employee receives a shift from another employee, that shift is the responsibility of the employee that accepted it and cannot be traded, PTO'd, or requested off.

A Partial Shift Relief is defined as an employee who arranges for another employee of the same certification level to work less than half of their shift. The partial shift reliefs will not count towards the allotted full shift reliefs.

For all partial shift relief requests:

1. Employees must find their own relief.
2. Both parties must submit the required shift relief paperwork before the time of the relief coverage.
3. The on duty supervisor (field/SST/Communications) must be notified and approve the relief before the crew change takes place.
4. Can only be utilized 2 times per schedule block for full time employees and 1 time per schedule block for part time employees.

Approved communications shift reliefs will be paid as follows:

Classification	Shift	Pay
Lead	Lead	Lead
Lead	Call Taker 2	Call Taker 2
Lead	Call Taker 1	Call Taker 2
Call Taker 2	Call Taker 2	Call Taker 2
Call Taker 2	Lead	Lead
Call Taker 2	Call Taker 1	Call Taker 2
Call Taker 1	Call Taker 1	Call Taker 1

10.6 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) on a one-time basis during a pay period.

1. A written request must be submitted in writing twenty-four (24) hours in advance, signed by both employees or submitted electronically. If employees are using the online forms both employees can submit forms, to equal both signatures. (Any combination of online and or signatures from both parties will be allowed)
2. Full-time employees may have unlimited shift trades. However, all shift trades must be completed within a single pay period.
3. Once an employee receives a shift from another employee by shift trade, that shift is the responsibility of the employee that accepted it and cannot be traded, PTO'd, or requested off.
4. Approved communications shift trades will be paid as follows;

Classification	Shift	Pay
Lead	Lead	Lead
Lead	Call Taker 2	Call Taker 2
Call Taker 2	Call Taker 2	Call Taker 2
Call Taker 2	Lead	Lead
Call Taker 1	Call Taker 1	Call Taker 1

10.7 WORK WEEK/PAY PERIOD

An employee's work week will begin at the time of reporting to their first shift occurring on or after Saturday and will continue until their last shift or extension thereof, occurring on or before the following Friday. Pay periods will consist of two consecutive work weeks. Barring extenuating circumstances, paychecks will be available by 0900 hrs. on each payday at the Employer's office.

10.8 ON-CALL STAFFING

The Employer, at its discretion, may staff an on-call unit to be utilized in the SSP. The on-call crew will be selected on the basis of seniority from those employees who meet availability, response and staffing needs. On-call crew will be paid a standby hourly rate of \$1.00 per hour for standing by and in addition to this standby rate, the employee's regular rate of pay when utilized.

10.9 HOLDOVER

1. Employees will remain on duty until properly relieved of duty. In the event an ambulance call, post or move-up occurs during the hours of work, the crew must accept and complete the ambulance call, post or move-up after the shift has ended and before crew change has occurred, the crew must accept and complete the ambulance call post or move-up.
2. Hold over will not exceed two and one half (2.5) hours without employee consent, or in the event of an emergency situation.
3. All hold over time will be documented on the time cards by submission of TCERS. Hold over pay will be at one and one half (1.5) times the employee's base pay, in addition to any regular or overtime pay the employee is eligible to receive.
4. An employee will not be considered relieved until the oncoming employee is present and ready to receive a pager test or an assignment.
5. It is recognized that there may be instances in which an employee being held over is unavoidable and it is necessary for the employee to hold over longer than previously designated in the Agreement. In so holding-over, neither the employee(s) nor the Union waives their right to later grieve the correctness of the

Employer's application of the word 'emergency' and to seek a greater premium compensation.

6. No employee shall be required to work more than twenty-four (24) consecutive hours without a minimum break period of eight (8) consecutive hours, except under an Emergency Situation or hold over, which shall be documented and limited as stated previously in the Agreement.
7. Holdover is defined as staying past the end of the scheduled shift and does not apply to an employee that has arranged relief for partial shifts.
8. In the event that a holdover situation arises, a 12-hour unit will be held over prior to a 24- hour unit being held over.

10.10 NON-VOLUNTARY SHIFT RELIEF

In cases where an employee is relieved of duty prior to the end of their regular scheduled shift, those affected employees will have priority for call-back providing affected employees can be at the central station within thirty (30) minutes from time of call back to make up any lost hours. This section will supersede any other call in for shift vacancy as identified in this Agreement.

ARTICLE 11 WAGES

11.1 WAGE RATES

- Under no circumstances will any bargaining unit employee be paid less than 30% above the California minimum wage.
- SST and Call Taker 1 classifications will remain at their pay scale for the term of the agreement.
- All employees at the top step or off the scale will receive the % increase indicated each year.

SST	Pay Rate
1/1/2021	\$18.20
1/1/2022	\$19.50

Call Taker 1	Pay Rate
1/1/2021	\$18.20
1/1/2022	\$19.50

Call Taker 2		Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9	Year-10	Year-11	Year-12	Year-13	Year-14	Year-15
7/1/2021	0.50%	\$18.29	\$18.29	\$18.29	\$18.42	\$18.79	\$19.16	\$19.55	\$19.94	\$20.34	\$20.73	\$21.16	\$21.59	\$22.01	\$22.46	\$22.91
1/1/2022		\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.55	\$19.94	\$20.34	\$20.73	\$21.16	\$21.59	\$22.01	\$22.46	\$22.91
7/1/2022	1.00%	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.74	\$20.14	\$20.54	\$20.94	\$21.37	\$21.80	\$22.23	\$22.69	\$23.14

Dispatcher		Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9	Year-10	Year-11	Year-12	Year-13	Year-14	Year-15
7/1/2021	0.50%	\$20.77	\$21.18	\$21.61	\$22.03	\$22.48	\$22.93	\$23.39	\$23.86	\$24.33	\$24.81	\$25.31	\$25.82	\$26.33	\$26.85	\$27.39
1/1/2022	1.00%	\$20.98	\$21.39	\$21.82	\$22.25	\$22.71	\$23.16	\$23.62	\$24.10	\$24.57	\$25.06	\$25.56	\$26.08	\$26.59	\$27.12	\$27.66

EMT (42 Hour)		Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9	Year-10	Year-11	Year-12	Year-13	Year-14	Year-15
7/1/2021	1.00%	\$18.38	\$18.38	\$18.69	\$19.06	\$19.61	\$20.20	\$20.79	\$21.41	\$22.04	\$22.69	\$23.37	\$24.07	\$24.80	\$25.50	\$26.24
1/1/2022		\$19.50	\$19.50	\$19.50	\$19.50	\$19.61	\$20.20	\$20.79	\$21.41	\$22.04	\$22.69	\$23.37	\$24.07	\$24.80	\$25.50	\$26.24
7/1/2022	1.50%	\$19.79	\$19.79	\$19.79	\$19.79	\$19.90	\$20.50	\$21.10	\$21.73	\$22.37	\$23.03	\$23.72	\$24.43	\$25.17	\$25.88	\$26.63

EMT (48 Hour)		Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9	Year-10	Year-11	Year-12	Year-13	Year-14	Year-15
7/1/2021		\$18.20	\$18.20	\$18.20	\$18.20	\$18.20	\$18.20	\$18.20	\$18.20	\$18.65	\$19.20	\$19.77	\$20.37	\$20.98	\$21.58	\$22.20
1/1/2022		\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.77	\$20.37	\$20.98	\$21.58	\$22.20
7/1/2022	1.50%	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$20.07	\$20.68	\$21.29	\$21.90	\$22.53

Paramedic (42 Hour)		Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9	Year-10	Year-11	Year-12	Year-13	Year-14	Year-15
7/1/2021	1.00%	\$23.50	\$24.21	\$24.93	\$25.93	\$26.97	\$28.04	\$29.03	\$30.04	\$30.94	\$31.87	\$32.67	\$33.48	\$34.32	\$35.18	\$36.06
1/1/2022	1.50%	\$23.85	\$24.57	\$25.30	\$26.32	\$27.37	\$28.46	\$29.47	\$30.49	\$31.40	\$32.35	\$33.16	\$33.98	\$34.83	\$35.71	\$36.60

Paramedic (48 Hour)		Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9	Year-10	Year-11	Year-12	Year-13	Year-14	Year-15
7/1/2021		\$19.88	\$20.49	\$21.09	\$21.49	\$22.82	\$23.73	\$24.56	\$25.42	\$26.18	\$26.97	\$27.64	\$28.33	\$29.04	\$29.77	\$30.51
1/1/2022	1.50%	\$20.18	\$20.80	\$21.41	\$22.27	\$23.16	\$24.09	\$24.93	\$25.80	\$26.57	\$27.37	\$28.05	\$28.75	\$29.48	\$30.22	\$30.97

UNION LONGEVITY BONUS

SEMSA/Riggs Ambulance recognizes the importance of rewarding long term employees for their years of service. The union employees defined below will receive a longevity bonus at each year of the current CBA contract.

Eligible employees will be defined as an employee in who did not receive a step increase in the contract year. An employee must also be listed in “good standing” and “continuously employed” (See definitions below)

Positions recognized for the longevity bonus are as follows:

- Call Taker 2
- Dispatcher 1
- EMT
- Paramedic

“Good Standing”: An employee in good standing is defined as one who is not on admin leave pending an investigation resulting in a suspension or termination.

“Continuously Employed”: An employee is continuously employed when the employee does not have any lapse in employment or service, except as permitted under law or SEMSA/Riggs Ambulance policies, as outlined in the Policy and Procedure manual (such as vacation leave, military leave, sick leave, etc.)

“Full Time Employee”: A Full Time Employee under this Longevity Policy is defined the same as a Full Time Employee is defined under the collective bargaining agreement.

“Part-Time Regular Employee”: A Part-Time Regular Employee under this Longevity Policy is defined the same as a Part-Time Regular Employee is defined under the collective bargaining agreement.

The Longevity Bonus is a bonus to be paid to an eligible employee at the beginning of each CBA contract year. The amount of the bonus is defined below:

- Eligible Full-Time Employees will receive \$1000.00
- Eligible Part-Time Employees will receive \$500.00

Classified active full-time employees who do not work a minimum of 2000 hours in the previous contract year will receive the part-time longevity bonus. Classified active part-time employees who meet the new minimum hour requirement after the first schedule block will receive a longevity bonus.

The union longevity bonus is discretionary and not guaranteed with each CBA contract renewal.

11.2 OVERTIME

Overtime will be paid after forty (40) regular hours worked in any work week. Overtime shall be paid at the rate of 1.5 times the regular rate of pay. Schedules may be modified for modified work schedules upon mutual agreement between the Employer and the Union.

11.3 REPORTING PAY

Employees who are requested to report to work and are permitted to come to work without receiving prior notice that no work is available shall perform any work within the assigned job description. When the Employer is unable to utilize such an employee, the employee will be paid according to the schedule listed below at the appropriate rate of pay. In such cases the authorized manager of the employee involved may allow the employee to leave work before the minimum allotted hours, however, the employee may be recalled for work within such period without additional reporting pay computation. 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 reasonable effort to notify employees not to report to work, at least two (2) hours before their scheduled time to work.

Schedule of reporting pay:

0800 - 1700 hours = four (4) hours
1700 - 0800 hours = three (3) hours

11.4 DIFFERENTIALS

Notification - The Company will Notify all employees of any vacancies in the following positions.

Preceptor - Employer shall permit employees to train or precept Paramedic interns during the employee's normal course of duties. Such employees shall be designated and supervised in their training duties, by the CQI Committee and the MCEMSA. The Employer shall facilitate the placement of such students or interns with such designated employees in conjunction with the training institution. Any compensation awarded to the Preceptor shall be facilitated by the training institution.

Field Training Officer (FTO) Differential:

Employees who meet the FTO job description qualifications as defined by the CQI committee and the MCEMSA and are selected by the Employer to be FTO's in accordance with the "rule of threes" will be paid .40 cents per hour for every hour worked.. The CQI committee shall determine the maximum number of FTO positions available. FTO's must remain in good standing with the company.

Communications Training Officers (CTO) Differential:

Employees who meet the CTO job description qualifications as defined by the CQI committee and the MCEMSA and are selected by the Employer to be CTO's in accordance with the "rule of threes" will be paid .75 cents per hour for every hour worked. The CQI committee shall determine the maximum number of CTO positions available. CTO's must remain in good standing with the company. CTOs shall not have compounding differentials.

System Status Technician Training Officer (STO) Differential:

Employees who meet the STO job description qualifications as defined by the CQI committee and are selected by the Employer to be STO's in accordance with the "rule of threes" will be paid .40 cents per hour for every hour worked. The CQI committee shall determine the maximum number of STO positions available. STO's must remain in good standing with the company.

Special Assignments – SHIFT LEADS and TEMS members will be paid .40 cents per hour for every hour worked for one (1) assignment then .20 cents for each additional assignment for every hour worked.

Shift Leads - Medics and EMTs will receive an additional \$1.00 per hour for each hour worked while working a supervisor shift/assignment

- Differentials will be paid for each additional duty held by the employee

Night Shift Differential - Field employees (EMTs and Medics) shall receive a night shift differential of 2% applied for all hours worked with shifts starting at 17:00 hours or later.

Communication Staff Differentials

All current employees who are receiving the "Dispatch Differentials" from the previous collective bargaining agreement will continue to receive said differential as long as they remain in that job classification or its equivalent as outlined by this collective bargaining agreement.

11.5 PAY SCALE

The Employer may place an employee on the pay scale up to 6 years equivalent above the beginning pay rate as determined by their years of applicable E.M.S. experience. Step increases shall be granted on the anniversary of an employee's hire date.

ARTICLE 12 LEAVES OF ABSENCE

12.1 PERSONAL LEAVE WITHOUT PAY

A leave of absence (not medical) for personal reasons may be granted to any employee for a period of up to thirty (30) days upon written request of the employee and approval of management. Requests must be in writing as far in advance as possible but at least two (2) weeks in advance of the desired leave date. The Employer must respond within one (1) week of submission of the written request. Emergency leave may be approved on shorter notice.

All leaves of absence granted will be without pay. Leaves of absence may not be granted to employees who have not completed their probationary period.

Under unusual circumstances a personal leave of absence may be extended another thirty (30) days with approval of management. All requests for extensions must be in written form. Employees are required to report back to work at the end of an approved leave. Failure to do so will be considered an abandonment of his/her position and a voluntary termination.

During such leave of absence, all costs associated with medical, optical, dental or other benefits will be borne by the employee.

12.2 FAMILY CARE LEAVE

The Employer agrees to abide by Federal and State laws regarding family care leaves of absence.

12.3 BEREAVEMENT LEAVE

In the event of death in an employee's immediate family (defined as the employee's spouse, child including stillbirth, stepchild, parent, step-parent, mother-in-law, father-in-law, sister, brother, stepsister, stepbrother, grandparent, grandchild, brother-in-law, sister-in-law or significant other) bereavement leave will be paid provided after 90-day of continuous service . Eligible employees will be paid for up to one-half of the shifts that he/she is scheduled to work in a two-week period. 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 death. The leave, when taken, shall be for consecutive shifts. In addition, any employee who is notified of a death in the immediate family, while on duty, shall immediately be relieved upon their request for the remainder of his/her shift with pay. All bereavement leave pay will be paid as time worked.

If an employee is on vacation and a death occurs in the immediate family, the employee may request to convert the vacation to Bereavement Leave. In no event shall the employee receive any pay greater than would have been paid had the leave been taken immediately (as described above.)

In order to prove a relationship to a significant other, the employee must submit to the Employer a letter containing the names and signatures of both the employee and the significant other. This must have been done at least sixty (60) days prior to the date of death. This letter

shall remain sealed until opened by the employee or with the employee's consent. An employee may have only one (1) significant other or spouse identified at any time.

Bereavement pay will only be granted when an employee submits evidence satisfactory to the Employer of the date of death and the relationship of the deceased to the employee.

Time off without pay may be granted in cases of bereavement for individuals not included in the definition of the immediate family, or for probationary employees, provided advance notice has been made to the Employer and operating conditions permit such an absence at the sole discretion of the Employer.

12.4 JURY DUTY/WITNESS SUBPOENA

The employee called for jury duty shall notify management immediately and shall provide proof of notice to appear. Time spent for jury duty, shall not be compensated by the Employer. Moreover, the Employer will not discharge or discriminate against an employee who serves as a juror. The Employer shall have the right to seek the release of the employee from jury duty.

An employee who is subpoenaed by a court of law as a witness will receive pay as time worked for the time the employee is held at the pleasure of the court to give testimony relative to an event arising out of an incident occurring as part of the employee's duties with the Employer. The employee shall furnish proof of time spent at the pleasure of the court.

An employee serving Jury Duty may use PTO to cover affected scheduled hours.

The employer shall work with employees on night shifts who are summoned for jury duty, or selected for jury duty to provide adequate rest periods.

12.5 VOLUNTARY EMERGENCY SERVICE LEAVE

Employees who participate as volunteers in emergency service/relief agencies and who have given prior written notice to the Employer of such participation, when called to service during an emergency or disaster, may with management approval be granted a leave of absence for seven (7) days. The employee on emergency service leave shall notify management at the end of seven (7) days advising their status

The maximum allowed voluntary emergency service leave will not exceed twenty-eight (28) calendar days per calendar year (Jan. 1 thru Dec. 31). Part-time employees shall notify the Employer as soon as possible after being called for and released from such emergency service.

A maximum of three (3) part-time employees will be granted leave at any one time on a first come, first-served basis. Full-time employees will be allowed to participate in VESL. It is each employee's responsibility to either report to work or cover any scheduled shift(s) according to terms in this agreement.

12.6 MILITARY LEAVE

Employees who enter the Armed forces of the United States will be granted leaves of absence in accordance with Federal and State laws governing such leaves.

12.7 DISABILITY LEAVE

Leaves of absence without pay due to sickness or injury shall be granted to employees provided the employee gives a written request for such leave and in addition, furnishes a doctor's certificate specifying any job limitations, eligibility of light duty and return-to-work date. In lieu of a written request the beginning date on the physician's certificate will constitute the start of the medical leave. Such granted leaves of absence shall not be in excess of thirty (30) days except in the case of industrial injury or illness in which case the leave shall not exceed the period of disability. An employee may request an additional thirty (30) days medical leave by submitting an additional physician's certificate specifying the above criteria. The Employer will continue to pay the Employer's portion of the health benefit premium for the employee and dependent(s) on an approved medical leave of absence for thirty (30) days. If additional time has been approved, the Employer will continue to pay the Employers portion of the employee-only premium for up to an additional thirty (30) days.

12.8 MATERNITY LEAVE

The Employer shall abide by all Federal and State statutes with regard to maternity leave of absence.

12.9 RETURN FROM LEAVE

Employees returning from any leave of absence provided for under this agreement shall be returned to the same position, rate of pay, seniority and benefits they had prior to taking their leave. No seniority for any purpose will be accrued by an employee whether on a paid or unpaid leave of absence. The only exception would be a leave due to an industrial injury or illness.

All employees on leave greater than thirty (30) days may be subject to orientation and evaluation prior to returning to normal duties. Evaluation or orientation will be completed within the first week of the employees return to work.

12.10 INDUSTRIAL INJURY/ILLNESS

During the period of time during which an employee is on leave of absence resulting from an industrial injury or illness incurred in the course of employment or arising out of employment with the Employer, the employee shall accrue seniority toward promotions and wage tenure increases. The Employer shall continue payment of health plan premiums for up to nine (9) months of any industrial injury/illness leave.

12.11 UNION LEAVE OF ABSENCE

Upon advanced receipt of a written request from the Local Union, specifying dates and times requested, a maximum of one (1) employee per department will be granted Union Leave without pay to attend: official Union conventions, conferences, contract negotiations and Union training. The Union will give as much notice as possible when making this request to a minimum of three (3) calendar days. The company will make every effort to accommodate the Union's request taking staffing levels into consideration.

Upon advanced receipt of a written request from the International Union, specifying dates and times requested, one (1) employee will be granted a Union leave without pay not to exceed 6 months, to work for the Union.

ARTICLE 13 HOLIDAYS

13.1 HOLIDAYS

The Employer recognizes the following Holidays:

- New Year's Day
- Memorial Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving (Black Friday)
- Martin Luther King Day
- Independence Day
- Presidents Day
- Labor Day
- Christmas Day

Holidays are from the beginning of the employee's shift on the holiday to the end of the employee's shift that started on the holiday.

All employees will receive holiday pay at one half (0.5) times of his/her regular straight time hourly rate of pay for each hour worked on a recognized holiday in addition to their appropriate rate of pay for that day.

ARTICLE 14 PTO

14.1 PTO

Paid Time Off (PTO) - Regular full-time employees shall have Paid Time Off (PTO) benefits (i.e. vacation and personal time) computed in accordance with the following service schedule:

Upon full-time hire employees will start to accrue PTO:

- During Years 0-2 accrue at a rate of .0385 hours per hour worked.
- Start of Year 3 & 4 accrue at a rate of .058 hours per hour worked.
- Start of Year 5-9 accrue at a rate of .077 hours per hour worked.
- Start of Year 10 accrue at a rate of .096 hours per hour worked.

Employees may carry over hours annually not to exceed one and one-half times their base annual accrual.

14.2 REQUESTING PTO (<one (1) week duration) or SCHEDULING VACATION (> one (1) week duration)

New full time employees will start to accrue PTO at date of hire and can utilize PTO after 90 days of full time service. PTO requests must be submitted at least three (3) business days by 1630 (excluding holidays) in advance of the intended usage date. PTO may only be used for full shifts; time off for partial shifts shall use the Shift Relief or Shift Trade provisions. Multiple requests for the same day off shall be approved in seniority order. PTO requests received with less than three (3) business days' notice shall be approved to the extent of local staffing requirements, without incurring additional overtime expense, on a first come, first served basis. Requests for PTO usage which are related to emergencies and other unexpected and unplanned events shall not be unreasonably denied by the Employer based on ability to staff the requested shifts(s). Once an employee's request has been approved, it cannot be cancelled by the Employer for reasons other than a major emergency.

Employees can submit PTO requests for the upcoming year; however the requests will not be approved by the company until after the vacation approval deadline of November 15th as to comply with seniority order for vacation scheduling.

All PTO requests < 6 days will be taken as paid time off and employees must have the hours accrued at the time of request.

All Vacation requests > 7 days requests will be taken as paid time off and employees must have the hours accrued before the first requested shift off.

Employees shall submit, from October 1st to October 31st of each year, their preferences of vacation for

the upcoming vacation year (January 1st to December 31st). By November 15th, the Employer shall advise all employees who have submitted their vacation requests as to when their vacations are scheduled. The Employer shall post the full twelve (12) months' vacation availability schedule in a location accessible to all employees. Multiple requests for the same day off shall be approved in seniority order.

Vacation requests submitted after October 31st must be submitted not less than fourteen (14) calendar days prior to the intended date of use. Requests received less than fourteen (14) calendar days prior to usage date shall be approved based on staffing availability without incurring increased expense to the Employer. Requests related to emergencies and other unexpected events shall not be unreasonably denied. Once a request has been approved it cannot be cancelled by the Employer for reasons other than a major emergency. The employee may choose to cancel a vacation request no less than seven (7) days prior to a scheduled vacation in order to ensure reinstatement of said shifts. Notifications made less than four (4) days prior due to extenuating circumstances shall be reviewed by the Employer to determine eligibility. In the event the employee will be given priority to open shifts during the term of their canceled vacation request. All vacation requests shall utilize paid time off (PTO) time. In the event the employee does not have adequate PTO accrued to cover an approved vacation request, the employee may cancel the request (as outlined above) or for the hours that do not have enough PTO to cover the employee can trade, shift relief in accordance with section 10.5, or will be placed back on the schedule. On the day that part-time availability is due before the schedule block in which a vacation is scheduled the employee will be notified if they do not have enough PTO to cover the already approved vacation. Trading of vacation days will be permitted with mutual consent of the employees and management. Trade requests must be submitted in writing and signed by both employees. Employees may not schedule vacation time that exceeds the possible PTO accrual amount.

Only one (1) EMT and one (1) Paramedic will be guaranteed PTO on the same day Only one (1) EMT and one (1) Paramedic will be guaranteed Vacation on the same day Only one (1) Call Taker 1 and one (1) EMD certified employee (CT2 or Dispatcher 1) and one (1) SST will be guaranteed PTO and/or Vacation on the same day.

14.3 PAY OUT

Approved PTO requests for time off will be paid as hours worked. Employees may, at their option, choose to receive pay in lieu of time off two (2) times per year for up to 50% of their PTO accrued amount paid at their regular rate of pay. Requests for such payment must be received no later than fourteen (14) days in advance.

Requests for PTO payout, which are related to emergencies and other unexpected and unplanned events, shall not be unreasonably denied by the Employer.

An 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 his/her final check. All sell backs or pay outs at time of termination, either voluntarily or involuntarily, shall be paid at the employees' regular rate of pay. Employees who change from full-time to part-time will have their PTO cashed out on the following pay period.

14.4 PTO DONATION

Any full-time employee may, at their discretion, donate any number of available PTO hours to any full-time employee. The appropriate form must be completely filled out and submitted with the employee's time card(s). Donated hours must be used within 2 pay periods or the donated amount returns to the donor(s). Donated PTO cannot be cashed out.

ARTICLE 15 SICK TIME

15.1 SICK HOURS

All employees are eligible to use any amount of sick hours for leaves covered under the Healthy Workplace, Healthy Family Act of 2014 (AB 1522).

Full time employees shall receive sick hours on the beginning day of the first pay period of the year. The sick hour schedule is as follows:

- Full Time employee working 48-hour work week shall receive 60 hours per pay period year
- Full Time employee working 42-hour work week shall receive 54 hours per pay period year

In the event an employee's schedule changes from 48 hours per week to 42 hours per week or from 42 hours per week to 48 hours per week, sick hours will be adjusted and prorated based on their current work hours.

New employees shall receive prorated hours according to their full-time date of hire. Newly hired full time employees will not be allowed to utilize sick hours for the first ninety (90) days of employment. Current full-time employees shall receive a prorated number of hours based on the effective date of this contract.

Employees who call-in sick must utilize any available sick hours which will be paid as time worked. PTO cannot be utilized for sick time.

All part time employees will earn one (1) hour of sick time for every thirty (30) hours worked, to a maximum of thirty-six (36) paid sick hours to utilize per calendar year. Part time employees may roll over up to forty-eight (48) sick hours to the next calendar year.

15.2 Wellness Incentive

Any sick hours remaining at the end of the calendar year will be cashed-out for full-time employees. These hours will be cashed out the 1st pay period of the year when there are no previous year hours present.

- 1 – 40 hours at regular time
- 41 – 60 hours at overtime

ARTICLE 16 BENEFITS

16.1 MEDICAL PLAN

The Employer will offer a group benefit plan, which will be available to all eligible employees and their families. The Employer retains the right to change, alter and/or replace its coverage, terms or provisions, as it deems necessary, as long as the same level of benefits are maintained as stated herein. The Employer agrees to offer this benefit plan with the costs being on a pre-tax basis where allowable.

The Employer will provide insurance benefit coverage for all full-time employees and their dependents, the first of the month after 60 days of continuous full-time employment.

The Employer will offer a Blue Shield PPO plan. The Employer will be responsible for the premium portion in accordance with “A” and “B” below.

- A. On the effective date of this Agreement, for all eligible full-time employees the Employer agrees to pay an amount equal to 70% of the health plan premium for group medical insurance protection provided by the lowest cost Employer provided medical plan in the employee’s area of residence. Employees contribution will be 30% and will be automatically deducted utilizing a SECTION 125 plan at the employee’s request.
- B. For all eligible full-time employees, the Employer agrees to pay an amount equal to 80% of the health plan premium for employee dependent coverage, for group medical insurance protection provided by the lowest cost Employer provided medical plan in the employee’s area of residence. Employee’s contribution for dependent coverage will be 20% and will be automatically deducted utilizing a SECTION 125 plan at the employee’s request.

16.12 DENTAL PLAN

The Employer will offer a PPO plan. The employee premium will be paid 100% by the Employer. The employee is responsible for 25% of the dependent premium until three (3) years of continuous full-time employment has been met at which time the Employer will pay 100% of the premium.

16.13 VISION PLAN

The Employer will offer a vision plan. The employee premium will be paid 100% by the Employer. The employee is responsible for 25% of the dependent premium until three (3) years of continuous full-time employment has been met at which time the Employer will pay 100% of the premium.

16.14 ADDITIONAL INSURANCE

The Employer offers within the group benefit plan both “core” and “optional” benefits.

Core benefits include:

- Employee Assistance Program (EAP) and Basic Life and Accidental Death and Dismemberment Insurance.
 - All full-time eligible employees will receive the “core” benefits at no cost.
- A. The Employer will offer to eligible full-time employees, a “core” benefit of life and accidental death and dismemberment insurance in the amount of two (2) times an eligible employee’s annual salary to a maximum of \$165k. Employees have the option to purchase additional supplemental life and/or accidental death and dismemberment insurance coverage for them and/or their spouse and dependent children through payroll deduction.
- B. Optional Benefits:
- a. All full-time eligible employees will be able to select “optional” benefits, which each employee believes is most applicable to their individual situation. In each case of the “optional” benefits all full-time eligible employees are responsible for all of the additional premium costs and these will be deducted through payroll deduction.

16.2 PRORATION OF PREMIUMS

A full-time benefit eligible employee who chooses to “opt-out” of all medical, dental, vision, basic life, and AD&D insurance and is not otherwise covered as a dependent under Riggs Ambulance group health plan is eligible to receive an “in lieu” amount. An employee on any non-industrial or state/federal mandated leave is not eligible to receive in-lieu of pay.

16.3 401K RETIREMENT

Pursuant to the plan document, for all employees, the Employer will match deferred compensation for the 401(k) in the following manner;

- During employment months 0-24, the Employer will match deferred compensation for the 401(k) up to a maximum of four **(4)** percent.
- During employment months 25-48, the Employer will match deferred compensation for the 401(k) up to a maximum of six **(6)** percent.
- During employment months 49-108, the Employer will match deferred compensation for the 401(k) up to a maximum of seven **(7)** percent.
- • During employment months 109-180, the Employer will match deferred compensation for the 401(k) up to a maximum of eight **(8)** percent.
- During employment months 181 and above, the Employer will match deferred compensation for the 401(k) up to a maximum of ten **(10)** percent.

New part-time employees are not eligible to participate in the 401(k) plans.

ARTICLE 17 EDUCATION AND TRAINING

17.1 ON DUTY CONTINUING EDUCATION

All employees shall be allowed to attend education programs while on duty, including programs which are presented or sponsored by the Employer. This shall be allowed during all

hours of work and only provided that such programs are within the employee's response area and do not interfere with the dispatching of calls or the SSP.

17.2 ORIENTATION

All new employees will be provided with paid orientation. This orientation may include supervised shifts and dispatch time.

17.3 MANDATORY MEETINGS

The Employer has the right to call meetings that all employees are required to attend. It is understood that employees will be paid for these meetings at their regular rate of pay including overtime for all time spent at a mandatory company meeting. If continuing education credits are given the employee will not be eligible for reimbursement under Article 18 section 3, for the time spent in mandatory meetings where continuing education credits are given.

1. When company personnel have instructed the class and the employee was working for the Employer all of the offered days, the Employer will provide the make-up class without loss to the employee.
2. If the employee was not scheduled to work for the Employer all of the offered days and company personnel instructed the class the Employer will make every effort to provide the make-up class within two (2) weeks of the training.
3. If the employee was not scheduled to work for the Employer all of the offered days and company personnel were not the class instructors the employee will be responsible to make contact with the instructor and make arrangements to make-up the class material.
4. Unless the employee was working all dates/times for the employee these hours are made up on the employee's own time at no cost to the Employer.

It is understood that, with the exception of point 1 above, that an employee not attending a mandatory company meeting will not be able to work until they have made up the material.

ARTICLE 18 MISCELLANEOUS

18.1 OUTSIDE EMPLOYMENT

Outside employment will be allowed only with prior written notification to management. Outside employment shall be in accordance with applicable laws and regulations. Work requirements, including Company overtime, scheduled and non-scheduled, will have precedence over any outside, part-time employment. No employee shall be allowed to work for another provider of gurney transportation, EMT-1 or Paramedic service whether public or private, if that agency is in direct competition with the Employer. Employees who are unable to maintain a high standard of work performance with the Company as a result of outside employment will be subject to appropriate disciplinary action up to and including termination. The company will not pay any benefits for injuries or illness resulting from or related to outside employment. Employees will advise the Employer of outside Employer work schedules.

18.2 CREDIT UNION

The Employer will arrange for employees to participate in a Credit Union.

18.3 CERTIFICATION/RECERTIFICATION

The Employer shall reimburse all full- time Paramedic, EMT and Communications Center staff / for the initial accreditation fee required by the County EMSA and the recertification fee required by the County and State EMSA upon presentation of receipts and new certification cards.

Part-time personnel, who do not work for another EMS provider, will be compensated as follows:

RNs, Paramedics and EMTs will be reimbursed if they have worked a minimum of 600 hours in the preceding year. EMD personnel will be reimbursed if they have worked a minimum of 300 hours in the preceding year or equivalent on a modified work schedule.

The Employer shall reimburse for the following upon re-certification of the employee's RN, paramedic, EMT or EMD certification as long as request is made within three (3) months of Merced County accreditation/recertification, plus any related receipts.

- California State Paramedic recertification fee.
- Merced County Paramedic/EMT/EMD accreditation/certification fee.
- 48 hours of C.E. pay at regular wage rate without overtime for full-time Paramedics.
- 24 hours of C.E. pay at regular wage rate without overtime for part-time Paramedics.
- 24 hours of C.E. pay at regular wage rate without overtime for full-time EMTs.
- 12 hours of C.E. pay at regular wage rate without overtime for part-time EMTs.
- 24 hours of C.E. pay at regular wage rate without overtime for full-time EMDs.
- 12 hours of C.E. pay at regular wage rate without overtime for part-time EMDs.
- Advanced Cardiac Life Support (up to \$50) – unless the course is offered during the year by the Employer or one of its affiliates at no cost.

****CE Reimbursement will be at the 48hr Base Rate for Field Employees****

18.4 ACCESS TO PERSONNEL FILES

Employees or their designated representatives shall have access to their personnel file after scheduling an appointment with their department head or manager.

18.5 UNIFORMS

The Employer shall furnish all employees the following uniforms, allowances and equipment:

Field Personnel/SSTs Full-Time employees	Field Personnel/SSTs Part-time employees
\$10.00 monthly	\$5.00 monthly
1 Jacket	1 Jacket
Combination of Two-piece uniforms to equal three uniforms sets including patches and ID tags.	Combination of Two-piece uniforms to equal two uniforms sets including patches and ID tags.
Safety Glasses and Strap	Safety Glasses and Strap
Rain Jacket	Rain Jacket
COMM. STAFF Full-time	COMM. STAFF Part-time
Riggs Ambulance Jacket 5 Riggs Ambulance issued Polo shirts 3 Uniform pants \$5.00 monthly	Riggs Ambulance Jacket 3 Riggs Ambulance issued Polo shirts 3 Uniform pants \$2.50 monthly

Communications staff is required to wear and purchase:

- (optional) Solid Colored, short/long-sleeved, collared shirt with Riggs Ambulance logo. • Black or Blue pants or slacks (No Denim or Leggings)
- Solid Black shoes or work boot
- All required clothing shall meet socially acceptable business standards.

SST's will be allowed to wear shorts that are approved but not provided by the company during the months of May 1-October 31. Shorts must rest no more than three (3) inches above the knee and shall be navy blue in color. Properly fitted shorts must be worn at waist level. If it is necessary to clean up any bio, employees wearing shorts shall be required to wear a Tyvek suit to properly cover and protect exposed skin.

The Employer maintains the right to change or amend the uniform policy at its discretion except as mandated by this Agreement. The Employer also reserves the right to allow or require a different uniform for special events/programs at its discretion. Any

mandated uniform changes will be supplied by the Employer. All employees are responsible for all equipment and uniforms issued to them and will return or replace items upon termination or resignation.

All employees will be issued an alpha-numeric pager which is required to be carried at all times while on duty. The employee will be financially responsible for any and all damage, including loss, of the pager at the current replacement value. Employees may use pager for personal use at no charge to the employee.

18.6 EVALUATIONS

To ensure proper knowledge and skills, in addition to the biannual field evaluations, each employee may undergo biennial written exams of their knowledge and practical skills.

Annual Evaluations will be used to measure an employee's performance and to help employees judge their strengths and weaknesses, improve skills and provide employees with suggestions for improvement. Upon receipt of an evaluation the employee shall sign the evaluation indicating that they have received the evaluation. Evaluations will not be utilized to determine progressive discipline.

18.7 TIME CARDS

Employees must utilize the time clock. Employees are required to punch in/out at the beginning/ end of their shift. Employees are required to punch in/out for a meal break if applicable.

In the event an employee needs to report a correction/omission to their time clock punches, a Time Card Exception Report (TCER) must be completed and approved by the employee's supervisor prior to submission to the payroll department.

All Time Card Exception Report (TCERs) must be submitted no later than 09:00 the Monday following the end of a pay period. Time Card Exception Reports are considered received based on the timestamp of the submission.

Failure of the employee to review and approve a timecard will result in the payroll department creating a time card, as accurate as possible, based upon the recorded time worked. Any corrections to the timecard created by the payroll department will be paid in the pay period following receipt of a timecard submitted by the employee.

18.8 CONTACTABILITY

Due to being a geographically diverse organization, the Employer must leverage technology to ensure timely dissemination of important information and notices to the bargaining unit's members. Reasons for contact may include, but are not limited to, notice of occupational exposures or workplace hazards, overtime, mandatory call-in, shift/station changes, or other needed and necessary notifications.

The Union recognizes the importance of the Employer's need to be able to contact bargaining unit members and it is agreed that the Employer may communicate with members of the bargaining unit via all or any of the following methods: phone, text messaging, voicemail, and email.

The Union further agrees that all bargaining unit members will:

- Supply Employer with a reliable method of contact to include, at a minimum, a home or cellular phone number and to update the number provided with the Employer in writing within 24-hours should it change.
- Ensure, when available, that voice messaging is enabled for the phone number provided and that it is capable of receiving messages from Employer.
- Respond accordingly to voice messaging received from Employer in a timely manner.
- Check their company email at least once daily and respond to important notices accordingly.
- Check and respond accordingly to text messaging sent by the Employer in a timely manner.

18.9 COMMUNICATIONS PROVISIONS

All shifts in the communications center will be twelve (12) hours in length and awarded by seniority. They may be modified upon mutual agreement between Employer and Union.

- A. The Employer will provide ongoing education of its staff in new equipment as it relates to the employee's job.
- B. RACC shall have an updated copy of RACC Procedures Manual available at all times.

Employer will provide the following:

- A. Company will Issue headsets to each Call Taker and Dispatcher.
- B. Lockers (locks will be provided by the employee).

18.10 EMPLOYEE'S HOLDING CERTIFICATION OUT OF JOB CLASSIFICATION

Employees employed in one job classification and holding certification in another job classification may work in the other classification under the following conditions:

- Full-time employees may work in their second job classification if:
 - They are presently on duty, or
 - After the Full-time personnel in that classification have refused an open shift. * If there is no increase in workers compensation classification costs.
- Part-time employees may choose to qualify themselves on either seniority list or may choose to remain on both seniority lists in each classification.
- Employees who choose to utilize their skills in the second classification will not refuse to work in that classification as directed by management.
- Employees working in the second classification will be paid pursuant to the classification they are working under.

18.11 LABOR/MANAGEMENT COMMITTEE (LMC)

Labor/Management Committee (LMC) - The Employer and the Union shall establish a Labor/Management Committee covering all Riggs Ambulance employees represented by USW, which shall be conducted via a jointly prepared meeting agenda. The function of the LMC shall be to discuss work-related matters of mutual interest and/or concern, for the purpose of establishing safe working conditions and procedures, efficiency of operations, quality patient care, and harmonious working relationships between the employees, the Employer, and the Union. The LMC shall meet quarterly and shall be run according to the jointly prepared agenda. The LMC may convene at either party's request, as needed, to address matters that would be untimely for the quarterly meeting. The LMC shall not have the power to change the provisions of the Labor Agreement between the parties, to negotiate new agreements, or to resolve grievances.

Time spent, as a representative for the Union, on the Labor/Management Committee shall be compensated by the Employer up to a minimum of two (2) hours and a maximum of four (4) hours at straight time pay, not counted towards hours worked for overtime. Where possible, committee meetings shall be scheduled during or immediately adjacent to the committee member's regular shift.

Should the need arise to meet more often than described above, Employer will compensate the designated employee(s) for the hour(s) spent at extra sessions.

ARTICLE 19 NO STRIKE NO LOCK-OUT

19.1 NO STRIKE NO LOCK-OUT

It is hereby mutually agreed between the parties that during the term of this Agreement, there shall be no lockouts and no strikes including, but not limited to, sympathy strikes, slowdowns, sick-outs, picketing, boycotts, sick-ins, cessation of work, withholding of services, work stoppages or other restriction of, or interference with, operations of this Employer directed against this Employer at any location.

ARTICLE 20 MAINTENANCE OF STANDARDS

20.1 OTHER AGREEMENTS

The Employer further agrees not to enter into any other agreement with its employees, individually or collectively, verbally or in writing, which in any way reduces any of the terms and provisions of this Agreement. Any such extra contractual Agreement shall be null and void.

20.2 SUB-CONTRACTING

There will be no subcontracting of any services performed by employees of the bargaining unit except by mutual agreement between the parties.

20.3 LAWS AND ORDINANCES

Nothing herein shall be understood as requiring the Employer to perform any acts in violation of any Federal, State Law, or any County or City ordinance, present or future. All employees will be required to comply with the California Vehicle Code as relates to Ambulance Regulation.

20.4 LICENSING/QUALIFICATIONS

All employees required to hold any license, certificate or certification, in order to perform their job responsibilities, are solely responsible for maintaining such license, certificate or certification in current, valid status. Failure to maintain the following items will result in immediate removal from the work schedule:

- County Certifications
- CPR Card
- California Driver's License (Field personnel only)
- Ambulance Driver's License (Field personnel only)
- Medical Examiners Certification (Field only)

Failure to provide any of the above items within 14 days after its expiration date will result in immediate disciplinary action per Article 5 of the CBA. The Employer may consider documented verifiable mitigating circumstances. The remaining qualifications as listed in the employee job

descriptions must be renewed within 60 days after the expiration date or the employee will be given disciplinary action per Article 5 of the CBA. Failure to renew the certifications within 90 days after the expiration date will result in termination.

20.5 DRIVER EXCLUSION

Personnel who are excluded by the Company's insurance carrier from driving company vehicles shall be released from employment. Any employee not properly certified according to the state vehicle codes covering ambulance drivers will be released from employment.

20.6 EQUIPMENT RESPONSIBILITIES/JOB DUTIES

The ambulance business, which is a public service operating on a twenty-four (24) hour basis, requires the performance of certain duties which can vary by location and are reflected in employee job descriptions.

Both crew members shall be responsible for the ambulance while on duty and shall endeavor to maintain and be reasonably responsible for good public relations. Any employee shall be reimbursed for all necessary authorized expenses paid on behalf of the Employer upon presentation of received bills or other proof of payment.

No employee shall be required to do any mechanical work on any of the cars (except for vehicle checks as outlined in the company handbook) and equipment but shall be obligated to maintain medical equipment and vehicles that are licensed for transportation of the sick and injured and owned and/or operated by the Employer, such as cleaning, dusting and washing.

20.7 JOB DESCRIPTIONS

PARAMEDIC

POSITION TITLE: Emergency Medical Technician-Paramedic

Reports to: Executive Director

POSITION PURPOSE AND SUMMARY

Under the supervisor, the ideal incumbent will perform duties associated with providing emergency medical care to the sick and injured in accordance with all applicable laws, regulations, and Company policies.

ESSENTIAL DUTIES AND RESPONSIBILITIES

General Responsibilities

The incumbent must possess and apply knowledge and skills necessary to perform the duties of an Emergency Medical Technician and Emergency Medical Technician Paramedic, in a dignified and compassionate manner, including but not limited to:

- Responding to an emergency efficiently and promptly;
- Administering basic and advanced life support to patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, and local laws, regulations, and standards, and in accordance with Company policies and guidelines;
- Assessing the nature and extent of injury or illness to establish and prioritize medical procedures to be followed;
- Treating patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, and local laws, regulations, and standards, and in accordance with Company policies, rules, and guidelines;
- Effectively communicating with professional medical personnel and treatment facilities to obtain instructions regarding further treatment and/or to arrange reception of patients to the appropriate center;
- Maintaining order at scenes, including crowd dispersement and restraint of family and friends;
- Completing patient care forms, insurance forms, evaluation forms, and all other forms in a competent and timely fashion;
- Adhere to and follow all Policies and Procedures concerning safety and contamination by bloodborne pathogens; and
- Educate and /or train squad personnel, EMS trainees and the public.

Additional Obligations and Skills

The incumbent must possess and apply knowledge and skills necessary to perform the duties of a driver of ambulance equipment, including but not limited to:

- Promptly responding to instructions from a dispatcher and driving and operating specially equipped emergency vehicles to specified

locations at a safe and controlled speed, in accordance with federal, state, and local laws, regulations and standards, and in accordance with Company policies, rules, and guidelines;

- Assuring that vehicles are in good working condition at all times, are properly maintained and stocked, have all necessary equipment and that the equipment is in good working order at all times;
- Cleaning, organizing and restocking vehicles in a ready condition after each transport;
- Receiving and responding to requests for emergency ambulance service and other duties-related communication via two-way radio or other communication devices;
- Maintaining accurate records of ambulance equipment and other emergency equipment and/or personnel dispatched to each emergency and non-emergency request and other operation and administrative data as required to maintain the operational continuity of the Company and as directed by superiors;
- Properly document each transport on the approved Patient Care Report in accordance with Company Policies and Procedures;
- Handling telephone communications professionally and efficiently with careful regard to the divulgence of information respecting confidentiality requests at all times;
- Coordinating requests for non-emergency transports in accordance with the Company's non-emergency transport policies;
- Monitoring communication equipment to maintain contact with the dispatcher; and
- Maintaining apparatus and equipment in accordance with all policies, procedures and direction.

The incumbent must perform routine tasks in and around the ambulance service building, including but not limited to:

- Checking, restocking, inventorying and cleaning any apparatus operated by the Company;
- Cleaning, doing dishes, emptying trash and other related duties in the station;
- Washing and drying personal protective equipment in heavy duty washer and dryer;
- Representing the ambulance service while on duty at public service functions, expositions, and other public events; and
- Performing any other duty related to the Company as designated by the supervisor or manager.

The incumbent must also:

- Be a team player, as EMS is a team effort, and providers must provide necessary assistance to ensure system sanitation, readiness and adherence to quality assurance standards;
- Be flexible, as emergency services operate on a 24-hour clock; the incumbent's assigned work shift schedule may vary and the incumbent should be available to respond immediately for a call during the

assigned work period, and the start and shift times may vary due to the nature of the business;

- Maintain a thorough working knowledge of local geography, which includes maps, streets, and grid book systems;
- Maintain a thorough working knowledge of applicable current standards of care, including equipment functions and uses;
- Assure that all certifications, licenses and registrations are up-to-date; and
- Conduct him/herself in a courteous, helpful, dignified and professional manner at all times when dealing with patients, co-workers, supervisors and or the public.
- Must be able to read, write and understand the English language.

QUALIFICATIONS

Educational Requirements

The incumbent must have a minimum of either a high school diploma or a GED as evidence of completion of a high school education, and must have and maintain current emergency medical technician and/or paramedic certification. An incumbent must also maintain the required annual continuing medical education credits as set forth by the State EMS Office.

Certificates, Licenses And Registrations

The incumbent must possess and maintain a valid California driver's license, Paramedic certification, ACLS, American Red Cross CPR for the Professional Rescuer and/or American Heart Association BCLS certification, EVOC/EVDT certification, Hazardous Materials R & I, PHTLS, PEPP or PALS, Current Ambulance Drivers Certificate issued by the DMV, Current California Drivers License issued by the DMV, Current Medical Certificate issued by the DMV and other certifications as required.

Minimum Experience, Abilities Required And Special Requirements

This position requires one year of experience in the field of rescue and emergency medical services as an EMT. Additionally, the incumbent must possess basic working knowledge of an IBM-compatible computer, and be able to enter necessary data into a computer or PDA.

PHYSICAL REQUIREMENTS OF THE POSITION

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. The position requires significant physical strength and dexterity and the ability to function in very adverse environments with exposure to numerous safety risks typically found at emergency scenes. The following guidelines are used to describe the frequency of activities in this position: Occasionally equals 1-33%;

Frequently equals 34%-66%; and Continuously equals 67-100% of a typical work day.

STANDING/WALKING: Frequently to continuously when responding to calls. Optional while at rest at the facility. This usually includes: going to and from the emergency vehicle, and getting patients from their locations, and rendering treatment. Most walking would be for short distances, as emergency vehicles are allowed to get as close to the location as possible. However, the incumbent must also be able to run these same distances, in case of an emergency where time is of the essence. Walking and running may vary, however, as the patient may be located inside a large, multi-floored facility. Standing, walking and running could be on all types of surfaces, including but not limited to: asphalt, cement, concrete, soft/packed dirt, linoleum, wood, hardwood floors, etc. The individual must be able to go up and down slight inclines or declines that may be found at roadsides, agricultural areas, etc. At a location, standing would occur more often than walking or running. Standing would occur on the wide variety of surfaces mentioned above. Standing could last from a few minutes to hours, depending on the situation. Standing could occur in the standard erect position, the kneeling or squatting position, etc.

SITTING: Frequently when responding to a location, the individual will sit in the emergency vehicle. The emergency vehicles are equipped with a standard installed vehicle seat. The time performing the sitting activity on a call would depend upon the specific situation. The facility is equipped with a small lounge area that is furnished.

LIFTING AND CARRYING: Frequently required to lift and carry weights ranging from a few pounds to ten pounds and above. Occasionally required to lift and carry weights in excess of 100 pounds or more. Incumbents will need to lift and carry with one team member adult patients, lifting them from various positions (such as a bed or a chair) onto various patient movement devices, such as an ambulance stretcher, a stair chair, long back boards, etc., and then efficiently move them into an ambulance. Other heavier objects in the high range category would be 5-foot tall, 10 inch diameter oxygen cylinders, and medical equipment boxes. The oxygen cylinders can be made of quarter-inch steel and weigh up to 113 pounds. The medical equipment boxes can weigh approximately fifty pounds or more.

BENDING AND STOOPING: Frequently. Frequently throughout a work shift the individual will be required to bend in a range of 1 to 90 degrees. The average situation will require the individual to work in a range of 35 to 65 degree bends. This would involve: lifting a patient, lifting equipment, treating a patient at ground level, sitting on a bench located in the ambulance. This activity may be prolonged and last up to 30 minutes or more. During any given call, the provider may bend and/or stoop any number of times per incident.

CROUCHING AND KNEELING: Frequently. Crouching and kneeling may be performed when on the scene picking up equipment or assisting patients. The actual number of times this is done depends on the particular incident.

CLIMBING: Occasionally. This is required when climbing steps up and down with a patient on a cot or other device, and when entering or exiting the emergency vehicle. Generally, the climbing would require that the incumbent be lifting and carrying heavy objects such as a cot or other device with a patient on it. Balancing may be required when backing down staircases.

REACHING: Frequently to continuously throughout the work shift in order to review monitoring equipment, operate communication equipment, administer oxygen, and operate equipment. The incumbent may also be required to reach in precarious positions, such as in a vehicle, which has been crushed in an accident, or in other confined spaces. If working inside the ambulance en route to a medical facility, the incumbent will need to reach to access the patient and supplies. Reaching will involve partial to full extension of the arms.

PUSHING AND PULLING: Frequently. The activities that would require the most force in pushing and pulling is when removing or returning a gurney to the emergency vehicle, with and without a patient on the gurney. The weight required to push/pull will vary, depending on the weight on the gurney. Slight pushing will be required if the incumbent is performing CPR, which can require repetitive pushing and may range from a few minutes to hours. Pushing and pulling is required when operating and closing vehicle doors.

HANDLING OR GRASPING: Continuously. While working at any given location, continual bilateral gross manipulation is performed in this position. This may be involved when: opening/closing doors; and using, handling, carrying and operating medical equipment boxes that may weigh approximately fifty pounds or more, stretcher rails, various handles attached to equipment, and tools. The arm and hand must be able to perform all types of positions, including supination and pronation. Hyperextension, extension and flexion of the fingers will be involved, ulnar and radial deviation, abduction and adduction of the hand and wrist will be required. A wide variety of grasping will be required, such as cylindrical grasping, palmer grasping, hook grasping, tip grasping, lateral grasping and spherical grasping.

HAZARDS: The incumbent, when responding to emergency situations, may be exposed to dust, fumes, gases, fire, smoke, adverse weather conditions, and chemicals. There is also exposure to body substances that may contain infectious materials that could cause illness or death. There is potential for bodily harm or death from violent patients, bystanders, or other dangers. At all time the incumbent is expected to adhere to all applicable Policies and Procedures concerning safety and the prevention of contamination and infection due to bloodborne pathogens.

OTHER PHYSICAL REQUIREMENTS

- Maintain balance and strength in awkward positions;
- Speak clearly under stressful circumstances;
- Accurately communicate ideas orally and in writing in English;
- Respond physically with speed;
- Speak loudly; and
- Get along well with others.

MENTAL REQUIREMENTS OF THE POSITION

- Handle a significant number of stressful situations, and be able to function calmly, coolly and collectedly under all types of stressful situations;
- Get along well with diverse personalities;
- Communicate with patients and others with empathy and respect;
- Create and maintain a positive and cooperative working environment In stressful situations;
- Work smoothly and professionally in an environment where teamwork Is essential;
- Analyze and interpret difficult and complex patient care and personnel situations;
- Work independently with minimum supervision for assigned tasks;
- Exercise sound independent judgment within general Policy and procedural guidelines;
- Anticipate and identify problems and take initiative to prevent or Correct them;
- Establish and maintain effective working relationships with all levels of personnel within the medical community, the Company, outside agencies, patients, and members of the community;
- Understand and follow federal, state and local laws, and Company Policies, procedures, and rules;
- Establish and maintain effective working relationships with others;
- Follow orders;
- Remember and apply concepts, knowledge and principles;
- Analyze and interpret situations; and
- Appropriately deal with stress and maintain composure when encountering serious injuries or illnesses.

JOB RESPONSIBILITIES RELATED TO PATIENT PRIVACY

1. The incumbent is expected to protect the privacy of all patient information in accordance with the Company's privacy policies, procedures, and practices, as required by federal law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with the Company's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment.
2. The incumbent may access protected health information (PHI) and other patient information only to the extent that is necessary to complete your job duties. The incumbent may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other company operations.
3. The incumbent is encouraged and expected to report, without the threat of retaliation, any concerns regarding the Company's policies and procedures on patient privacy and any observed practices in violation of that policy to the designated Privacy Officer.

4. The incumbent is expected to actively participate in Company privacy training and is required to communicate privacy policy information to coworkers, students, patients and others in accordance with Company policy.

PROTECTED HEALTH INFORMATION ROLE BASED ACCESS

Access to PHI will be limited to those who need access to PHI to carry out their duties. The following describes the specific categories or types of PHI specific to this job description:

Job Title	Description of PHI to be accessed	Conditions of Access to PHI
Paramedic	Patient Care Reports, Hospital face sheets, Dispatch run reports.	May access only to the extent necessary to complete documentation/addendums.

EMERGENCY MEDICAL TECHNICIAN (EMT)

POSITION TITLE: Emergency Medical Technician

Reports to: Executive Director

POSITION PURPOSE AND SUMMARY:

The the ideal Emergency Medical Technician (“incumbent”) will perform duties associated with providing rescue services and emergency medical care to the sick and injured in accordance with all applicable laws, regulations, and company policies.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The incumbent must possess and apply knowledge and skills necessary to perform the duties of an emergency medical technician and rescuer, in a dignified and compassionate manner, including:

- Responding to emergency and non-emergency calls calmly, efficiently and promptly;
- Administering basic and advanced life support to patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, and local laws, regulations, and standards;
- Assessing the nature and extent of injury or illness to establish and prioritize medical procedures to be followed;
- Rescuing and extricating victims of accidents, sudden illness or entrapment using proper rescue and medical techniques;
- Treating patients at the scene, en route to the hospital, and in a pre-hospital setting, in accordance with federal, state, local, laws, regulations, and standards;
- Communicating with professional medical personnel and treatment facilities to obtain instructions regarding further treatment and/or to arrange reception of patients to the appropriate center;
- Maintaining order at scenes, including crowd disbursement and restraint of family and friends; and
- Completing patient care forms, insurance forms, evaluation forms, and all other forms in a competent and timely fashion.

The incumbent must possess and apply knowledge and skills necessary to perform the duties of a driver of ambulance equipment, including:

- Responding to instructions from a dispatcher and driving and operating specially equipped emergency vehicles to specified locations at a safe and controlled speed, in accordance with federal, state, local law, regulations and standards;
- Assuring that vehicles are in good working condition at all times, are properly maintained and stocked, have all necessary equipment and this equipment is in good working order at all times;
- Cleaning, organizing and restocking vehicles in a ready condition after each transport;

- Receiving requests for emergency and non-emergency ambulance service and other duties-related communication via two-way radio and other communication devices;
- Maintaining accurate records of ambulance equipment and other emergency equipment and/or personnel dispatched to each emergency and non-emergency request and other operation and administrative data as required to maintain the operational continuity of The Company and as directed by superiors;
- Handling telephone communications professionally and efficiently with careful regard to the divulgence of information;
- Coordinating requests for non-emergency transports in accordance with the non-emergency transport policies;
- Monitoring communication equipment to maintain contact with the dispatcher;
- Performing rescue operations; and
- Maintaining apparatus and equipment.

The incumbent must perform routine tasks in and around the ambulance service building, including:

- Checking, restocking, inventorying and cleaning any apparatus operated by The Company;
- Cleaning, doing dishes, emptying trash and other related duties in the station;
- Washing and drying towels, coveralls, and other laundry in the provided heavy duty washing equipment;
- Representing the ambulance service while on duty at public service functions, expositions, and other public events;
- Providing ambulance stand-by services at sporting events or any other activities designated by the supervisor; and
- Performing any other duty related to The Company as designated by the supervisor.

The incumbent must also:

- Be a team player, as EMS is a team effort, and providers must provide necessary assistance to ensure system sanitation, readiness and adherence to quality assurance standards;
- Be flexible, as emergency services operate on a 24-hour clock; the incumbent's assigned work shift schedule may vary and the incumbent should be available to respond immediately for a call during the assigned work period, and the start and shift times may vary due to the nature of the business;
- Maintain a thorough working knowledge of local geography, which includes maps, streets, and grid book systems;
- Maintain a thorough working knowledge of applicable current standards of care, including equipment functions and uses; and
- Assure that all certifications, licenses and registrations are up-to-date.

QUALIFICATIONS

Educational Requirements

The incumbent must have a minimum of either a high school diploma or a GED as evidence of completion of a high school education, and must have and maintain current state emergency medical technician and/or paramedic certification (license, if applicable). Must be able to read, write and understand the English language.

Certificates, Licenses And Registrations

The incumbent must possess and maintain a valid driver's license, current state EMT, American Red Cross CPR for the Professional Rescuer and/or American Heart Association Healthcare Provider certification, EVOC/EVDT certification, Hazardous Materials Operations, PALS, ACLS, PEPP, Current Class "C" California Drivers License, Current Medical Certificate issued by DMV, Current Ambulance Drivers License issued by the DMV and other certifications as required.

Minimum Experience, Abilities Required And Special Requirements

The incumbent must possess basic working knowledge of an IBM-compatible computer, and be able to enter necessary data into a computer or PDA.

PHYSICAL REQUIREMENTS OF THE POSITION

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. The position requires significant physical strength and dexterity and the ability to function in very adverse environments with exposure to numerous safety risks typically found at emergency scenes. The following guidelines are used to describe the frequency of activities in this position: (*Occasionally equals 1-33%; Frequently equals 34%-66%; and Continuously equals 67-100% of a typical work day.*)

STANDING/WALKING: Frequently to continuously when responding to calls. Optional while at rest at the facility. This usually includes: going to and from the emergency vehicle, getting patients from their locations, and rendering treatment. Most walking would be for short distances, as emergency vehicles are allowed to get as close to the location as possible. However, the incumbent must also be able to run these same distances, in case of an emergency where time is of the essence. Walking and running may vary, however, as the patient may be located inside a large, multi-floored facility. Standing, walking and running could be on all types of surfaces, including but not limited to: asphalt, cement, concrete, soft/packed dirt, linoleum, wood, hardwood floors, etc. The individual must be able to go up and down slight inclines or declines that may be found at roadsides, agricultural areas, etc. At a location, standing would occur more often than walking or running. Standing would occur on the wide variety of surfaces mentioned above. Standing could last from a few minutes to hours, depending on the situation. Standing could occur in the standard erect position, the kneeling or squatting position, etc.

SITTING: Frequently when responding to a location, the individual will sit in the emergency vehicle. The emergency vehicles are equipped with a standard installed vehicle seat. The time performing the sitting activity on a call would depend upon the specific situation.

LIFTING AND CARRYING: Frequently required to lift and carry weights ranging from a few pounds to ten (10) pounds and above. Occasionally required to lift and carry weights scaled at above 100 pounds or more. Incumbents will need to lift and carry, with one team member, adult patients, lifting them from various positions (such as a bed or a chair) onto various patient movement devices, such as an ambulance stretcher, a stair chair, long back boards, etc., and then efficiently move them into an ambulance. Other heavier objects in the high range category would be 5-foot tall, 10-inch diameter oxygen cylinders, and medical equipment boxes. The oxygen cylinders can be made of quarter-inch steel and weigh up to 113 pounds. The medical equipment boxes can weigh approximately fifty pounds or more.

BENDING AND STOOPING: Frequently throughout a work shift the individual will be required to bend in a range of 1 to 90 degrees. The average situation will require the individual to work in a range of 35 to 65 degree bends. This would involve: lifting a patient, lifting equipment, treating a patient at ground level, sitting on a bench located in the ambulance. This activity may be prolonged and last up to 30 minutes or more. During any given call, the provider may bend and/or stoop 1 to 15 times per incident.

CROUCHING AND KNEELING: Frequently. Crouching and kneeling may be performed when on the scene picking up equipment or assisting patients. The actual number of times this is done depends on the particular incident but may be up to 15 times for a duration up to 30 minutes or greater.

CLIMBING: Occasionally. This is required when climbing steps up and down with a patient on a stretcher or other device, and when entering or exiting the emergency vehicle. Generally, the climbing would require that the incumbent be lifting and carrying heavy objects such as a stretcher or other device with a patient on it. Balancing may be required when backing down staircases.

REACHING: Frequently to continuously throughout the work shift in order to review monitoring equipment, operate communication equipment, administer oxygen, and operate equipment. The incumbent may also be required to reach in precarious positions, such as in a vehicle, which has been crushed in an accident, or in other confined spaces. If working inside the ambulance en route to a medical facility, the incumbent will need to reach to access the patient and supplies. Reaching will involve partial to full extension of the arms.

PUSHING AND PULLING: Frequently. The activities that would require the most force in pushing and pulling is when removing or returning a gurney to the emergency vehicle, with and without a patient on the gurney. The weight required to push/pull will vary, depending on the weight on the gurney. Slight pushing will be required if the incumbent is performing CPR, which can require repetitive pushing

and may range from a few minutes to hours. Pushing and pulling is required when operating and closing vehicle doors.

HANDLING OR GRASPING: Continuously. While working at any given location, continual bilateral gross manipulation is performed in this position. This may be involved when: opening/closing doors; and using, handling, carrying and/or operating medical equipment boxes that may weigh approximately fifty (50) pounds or more, stretcher rails, various handles attached to equipment, and tools. The arm and hand must be able to perform all types of positions, including supination and pronation. Hyperextension, extension and flexion of the fingers will be involved, ulnar and radial deviation, abduction and adduction of the hand and wrist will be required. A wide variety of grasping will be required, such as cylindrical grasping, palmer grasping, hook grasping, tip grasping, lateral grasping and spherical grasping.

HAZARDS: The incumbent, when responding to emergencies, can be exposed to dust, fumes, gases, fire, smoke, adverse weather conditions, and chemicals. Driving at speeds beyond the posted limit may occur and, therefore, the incumbent may be exposed to vehicular accidents at a higher speed than normal. There is also exposure to body substances that may contain infectious materials that could cause illness or death. There is potential for bodily harm or death from violent patients, bystanders, or other dangers.

OTHER PHYSICAL REQUIREMENTS

- Maintain balance and strength in awkward positions;
- Speak clearly under stressful circumstances;
- Accurately communicate ideas orally and in writing in English;
- Respond physically with speed;
- Speak loudly; and
- Get along well with others.

MENTAL REQUIREMENTS OF THE POSITION

- Handle a significant number of stressful situations, and be able to function calmly; coolly and collectedly under all types of stressful situations;
- Get along well with diverse personalities;
- Communicate with patients and others with empathy and respect;
- Create and maintain a positive and cooperative working environment in stressful situations;
- Work smoothly and professionally in an environment where teamwork is essential;
- Analyze and interpret difficult and complex patient care and personnel situations;
- Work independently with a minimal supervision for assigned tasks;
- Exercise sound independent judgment within general Policy and procedural guidelines;
- Anticipate and identify problems and take initiative to prevent or correct them;

- Establish and maintain effective working relationships with all levels of personnel within the medical community, The Company, outside agencies, patients, and members of the community;
- Understand and follow federal, state and local laws, and The Company policies, procedures, and rules;
- Follow orders;
- Remember and apply concepts, knowledge and principles; and
- Appropriate deal with stress and maintain composure when encountering serious injuries or illnesses.

JOB RESPONSIBILITIES RELATED TO PATIENT PRIVACY

1. The incumbent is expected to protect the privacy of all patient information in accordance with the Company's privacy policies, procedures, and practices, as required by federal law, an in accordance with general principles of professionalism as a health care provider. Failure to comply with the Company's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment.
2. The incumbent may access protected health information (PHI) and other patient information only to the extent that is necessary to complete your job duties. The incumbent may only share such information with those who have a need to know specific patient information you have in you possession to complete their job responsibilities related to treatment, payment or other company operations.
3. The incumbent is encouraged and expected to report, without the threat of retaliation, any concerns regarding the Company's policies and procedures on patient privacy and any observed practices in violation of that policy to the designated Privacy Officer.
4. The incumbent is expected to actively participate in Company privacy training and is required to communicate privacy policy information to coworkers, students, patients and others in accordance with Company policy.

PROTECTED HEALTH INFORAMTION ROLE BASED ACCESS

Access to PHI will be limited to those who need access to PHI to carry out their duties. The following describes the specific categories or types of PHI specific to this job description:

Job Title	Description of PHI to be accessed	Conditions of Access to PHI
EMT	Patient Care Reports, Hospital face sheets	May access only to the extent necessary to complete patient care documentation/addendums.

DISPATCHER I

CLASSIFICATION DISPATCHER I

REPORTS TO: COMMUNICATIONS SUPERVISOR

BASIC FUNCTION: The Dispatcher I should have a good working knowledge of the corporate structure, goals and policies. The Dispatcher I should complete duties in a manner which would facilitate the growth and performance of the company.

ORGANIZATIONAL RESPONSIBILITIES:

Maintain familiarity with, and proficiency in, using all telecommunication systems, CAD (Computer Aided Dispatch) and radio systems operated by SEMSA/RIGGS Ambulance Service.

TECHNICAL:

Maintain prompt, efficient dispatching of emergency and non-emergency ambulances, wheelchair request and the dispatching of EMS incidents requiring first responders as well as dispatching of additional EMS resources i.e. Air Ambulances, Requesting Law enforcement agencies responses. Insure proper coverage needed for System Status Plan. Prioritize the urgency of ambulance requests, by using the approved and authorized EMS Card System for Merced County and Protocols.

JOB DUTIES:

1. Staffs dispatcher workstation as assigned, maintain a cleanliness of the area.
2. Effectively and professionally communicate with other agencies, personnel, Leadership and customers using STAR CARE.
3. Enter all request in the CAD (Computer Aided Dispatch)
4. Communicate professionally, via radio and paging system with all SEMSA/RIGGS personnel and customers.
5. Maintain accurate call times, which can include call received, alerted, enroute, at scene, leaving scene, arrival at hospital, reporting party information, including call-back number, by utilizing the current Computer Aided dispatch (CAD) System within SEMSA/RIGGS Ambulance Communication Center (RACC). Adding pertinent call information notes when needed.
6. Ability to make proper judgments regarding ambulance coverage logistics.
7. Provide back up to Call Taker I and II positions.
8. Primary responsibility and oversight of day-to-day shift operations in the Communications Center, in the event the Communications Supervisor is not available.
9. Ability to document and relay messages received for Leadership regarding company business.
10. Complete a "Shift Debriefing Form" prior to the end of each shift.
11. Maintain a professional appearance at all times when representing SEMSA/RIGGS.
12. Maintain all necessary Certifications.

13. Other duties as assigned by SEMSA/RIGGS Communications Supervisor, Communications Manager or Director of Communications.

QUALIFICATIONS:

- 1) EMD Certificate from certified program.
- 2) Valid Merced County EMD accreditation
- 3) Valid BLS card.
- 4) Working knowledge of the EMS System Status Plan

REQUIREMENTS:

Must have at least one year as a Public Safety Dispatcher or equivalent experience and have completed probation within the SEMSA/RIGGS organization. 2 years' experience is preferred.

PHYSICAL REQUIREMENTS:

Requires routine walking, standing, bending, reaching, squatting, lifting and carrying items weighing less than 40 pounds.

JOB RESPONSIBILITIES RELATED TO PATIENT PRIVACY

1. The incumbent is expected to protect the privacy of all patient information in accordance with the Company's privacy policies, procedures, and practices, as required by federal law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with the Company's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment.
2. The incumbent may access protected health information (PHI) and other patient information only to the extent that is necessary to complete your job duties. The incumbent may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other company operations.
3. The incumbent is encouraged and expected to report, without the threat of retaliation, any concerns regarding the Company's policies and procedures on patient privacy and any observed practices in violation of that policy to the designated Privacy Officer.
4. The incumbent is expected to actively participate in Company privacy training and is required to communicate privacy policy information to coworkers, students, patients and others in accordance with Company policy.

PROTECTED HEALTH INFORMATION ROLE BASED ACCESS

Access to PHI will be limited to those who need access to PHI to carry out their duties. The following describes the specific categories or types of PHI specific to this job description:

Job Title	Description of PHI to be accessed	Conditions of Access to PHI
Dispatcher I	All Dispatch Records	My access only as part of completion of a patient event and post-event activities and only while actually on duty.

CALL TAKER I

Job Title	Call Taker I
Location	Merced, CA
Department	Communications
FLSA Status	Non-Exempt
Shifts hiring	Full-time

CALL TAKER I

Answers all incoming non-emergency calls to the Communications Center. Schedules all types of transfer requests which requires a professional and courteous manner at all times.

The Call Taker I should have a good working knowledge of the corporate structure, goals and policies. The Call Taker I should complete duties in a manner which would facilitate the growth and performance of the company.

ACCOUNTABILITIES:

ORGANIZATIONAL RESPONSIBILITIES

Maintain familiarity with, and proficiency in, using all telecommunication systems and CAD (Computer Aided Dispatch) operated by SEMSA/RIGGS Ambulance Service.

TECHNICAL

Answering all incoming non-emergency calls to the Communications Center. Scheduling all types of transfer request which requires a professional and courteous manner at all times.

JOB DUTIES

1. Staffs call taker workstation as assigned, maintain a cleanliness of the area.
2. Effectively and professionally communicate with other agencies, personnel, Leadership and customers using STAR CARE.
3. Enter all request in the CAD (Computer Aided Dispatch)
4. Coordinate all requests with the Dispatcher I and Dispatcher II to provide ETA's (estimate time of arrival).

5. Maintain accurate call times, which can include call received, alerted, enroute, at scene, leaving scene, arrival at hospital, reporting party information, including call-back number, by utilizing the current Computer Aided dispatch (CAD) System within SEMSA/RIGGS Ambulance Communication Center (RACC). Adding pertinent call information notes when needed.
6. Request/cancel appropriate first responders or additional resources when necessary.
7. Ability to document and relay messages received for Leadership regarding company business.
8. Complete a "Shift Debriefing Form" prior to the end of each shift.
9. Maintain a professional appearance at all times when representing RIGGS.
10. Other duties as assigned by SEMSA/RIGGS Communications Supervisor, Communications Manager or Director of Communications.

REQUIREMENTS

High School or GED Certificate

Type a minimum of 30 WPM, verifiable typing certificate (not an online version)

Working ability in Microsoft Windows

Must pass pre-employment background check, and drug/alcohol test.

Must be able to read, write and understand the English language.

PHYSICAL REQUIREMENTS:

Requires routine walking, standing, bending, reaching, squatting, lifting and carrying items weighing less than 40 pounds. **JOB RESPONSIBILITIES RELATED TO PATIENT PRIVACY**

1. The incumbent is expected to protect the privacy of all patient information in accordance with the Company's privacy policies, procedures, and practices, as required by federal law, an in accordance

with general principles of professionalism as a health care provider. Failure to comply with the Company's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment.

2. The incumbent may access protected health information (PHI) and other patient information only to the extent that is necessary to complete your job duties. The incumbent may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other company operations.
3. The incumbent is encouraged and expected to report, without the threat of retaliation, any concerns regarding the Company's policies and procedures on patient privacy and any observed practices in violation of that policy to the designated Privacy Officer.
4. The incumbent is expected to actively participate in Company privacy training and is required to communicate privacy policy information to coworkers, students, patients and others in accordance with Company policy.

CALL TAKER II

CLASSIFICATION CALL – TAKER II

REPORTS TO: COMMUNICATIONS SUPERVISOR

BASIC FUNCTION: The Call – Taker II should have a good working knowledge of the corporate structure, goals and policies. The Call – Taker II should complete duties in a manner which would facilitate the growth and performance of the company.

ACCOUNTABILITIES:

ORGANIZATIONAL RESPONSIBILITIES

Maintain familiarity with, and proficiency in, using all telecommunication systems, CAD (Computer Aided Dispatch) and radio systems operated by SEMSA/RIGGS Ambulance Service.

TECHNICAL

Answering all in-coming calls to the Communications Center including 9-1-1 calls, accessing Pro-QA when appropriate to provide pre-arrival instructions which requires a professional and courteous manner at all times.

JOB DUTIES

1. Staffs call taker workstation as assigned; maintain a cleanliness of the area.
2. Effectively and professionally communicate with other agencies, personnel, Leadership and customers using STAR CARE.
3. Enter all request in the CAD (Computer Aided Dispatch)
4. Coordinate all requests with the Dispatcher I and Dispatcher II to provide ETA's (estimate time of arrival).
5. Maintain accurate call times, which can include call received, alerted, enroute, at scene, leaving scene, arrival at hospital, reporting party information, including call-back number, by utilizing the current Computer Aided dispatch (CAD) System within SEMSA/RIGGS Ambulance Communication Center (RACC). Adding pertinent call information notes when needed.
6. Request/cancel first responders and/or additional resources when appropriate.
7. Provide back up to Call – taker I and Dispatch I as needed.
8. Ability to document and relay messages received for Leadership regarding company business.
9. Complete a "Shift Debriefing Form" prior to the end of each shift.
10. Maintain a professional appearance at all times when representing RIGGS.
11. Maintain all necessary Certifications.
12. Other duties as assigned by SEMSA/RIGGS Communications Supervisor, Communications Manager or Director of Communications.

QUALIFICATIONS

- 1) EMD Certificate from certified program – obtained after hire
- 2) Valid Merced County EMD accreditation – obtained after hire
- 3) Valid BLS card – obtained after hire

REQUIREMENTS

High School or GED Certificate

Type a minimum of 30 WPM, verifiable typing certificate (not an online version)

Working ability in Microsoft Windows

Must pass pre-employment background check, physical, and drug/alcohol test

Must be able to read, write and understand the English language.

PHYSICAL REQUIREMENTS:

Requires routine walking, standing, bending, reaching, squatting, lifting and carrying items weighing less than 40 pounds. **JOB RESPONSIBILITIES RELATED TO PATIENT PRIVACY**

1. The incumbent is expected to protect the privacy of all patient information in accordance with the Company's privacy policies, procedures, and practices, as required by federal law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with the Company's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment.
2. The incumbent may access protected health information (PHI) and other patient information only to the extent that is necessary to complete your job duties. The incumbent may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other company operations.
3. The incumbent is encouraged and expected to report, without the threat of retaliation, any concerns regarding the Company's policies and procedures on patient privacy and any observed practices in violation of that policy to the designated Privacy Officer.
4. The incumbent is expected to actively participate in Company privacy training and is required to communicate privacy policy information to coworkers, students, patients and others in accordance with Company policy.

PROTECTED HEALTH INFORMATION ROLE BASED ACCESS

Access to PHI will be limited to those who need access to PHI to carry out their duties. The following describes the specific categories or types of PHI specific to this job description:

Job Title	Description of PHI to be accessed	Conditions of Access to PHI
Call – Taker II	All Dispatch Records	My access only as part of completion of a patient event and post-event activities and only while actually on duty.

SYSTEM STATUS TECHNICIAN (SST)

JOB TITLE: SYSTEM STATUS TECHNICIAN (SST)

REPORTS TO: Executive Director

BASIC FUNCTION: The SST's primary responsibilities are to clean, sanitize, and stock ambulances in order to ensure the vehicles are ready for their respective shifts.

RESPONSIBILITIES:

- a) Daily inventory and re-stocking of all durable and disposable medical equipment utilized on ambulances
- b) Ensures cleanliness of ambulance units, including floors, walls, cabinets, gurney and equipment carried
- c) Disinfects ambulances after each use
- d) Daily checking of the engine compartments (fluid levels, belts, hoses, etc.)
- e) Getting vehicles ready for state inspections
- f) Will be first point of contact for Dispatch, Duty Supervisors, etc.
- g) Delivery of ambulance and other equipment to scenes of emergency medical calls
- h) Maintaining a clean and organized work environment
- i) Maintains control of storage and quantities of paper products utilized by office personnel
- j) Assists in inventory counts annually or as required
- k) Responsible for timely, legible, highly accurate record keeping
- l) All other duties as assigned

QUALIFICATIONS:

- a) CPR Card (ARC or AHA only – Healthcare Provider).
- b) High school graduate or GED.
- c) Able to read and legibly write in English.
- d) Able to use basic arithmetic skills (addition, subtraction, multiplication, and division). Able to perform conversion from metric to U.S. weight and volume measurements.
- e) Must have basic computer skills with at least beginner knowledge of the Windows operating system.
- f) Able to work in non-air conditioned environment.
- g) Valid California Driver License.
- h) Clean DMV record.
- i) Ability to operate equipment/machinery utilized by the organization.
- j) Must be able to read, write and understand the English language.

PHYSICAL REQUIREMENTS:

Required to stand, walk, sit, use hands to finger; handle, or feel; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. Regularly lift and/or move up to 60 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

JOB RESPONSIBILITIES RELATED TO PATIENT PRIVACY

1. The incumbent is expected to protect the privacy of all patient information in accordance with the Company's privacy policies, procedures, and practices, as required by federal law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with the Company's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment.
2. The incumbent may access protected health information (PHI) and other patient information only to the extent that is necessary to complete your job duties. The incumbent may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other company operations.
3. The incumbent is encouraged and expected to report, without the threat of retaliation, any concerns regarding the Company's policies and procedures on patient privacy and any observed practices in violation of that policy to the designated Privacy Officer.
4. The incumbent is expected to actively participate in Company privacy training and is required to communicate privacy policy information to coworkers, students, patients and others in accordance with Company policy.

PROTECTED HEALTH INFORMATION ROLE BASED ACCESS

Access to PHI will be limited to those who need access to PHI to carry out their duties. The following describes the specific categories or types of PHI specific to this job description:

Job Title	Description of PHI to be accessed	Conditions of Access to PHI
SST	None	None

ARTICLE 21 MANAGEMENT RIGHTS

21.1 MANAGEMENT RIGHTS

Except and to the extent expressly abridged or limited by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of the inherent rights, functions and prerogatives of management. The following shall be deemed representative and characteristic of the customary and usual rights which are retained by the Employer:

- The right to hire employees;
- The right to assign/reassign or schedule the date, time hours, location and duties of work;
- The right to create, amend, or delete shifts of work at its discretion;
- The right to designate the make-up/certification level of each shift/crew position;
- The right to promote, demote, suspend, discipline, layoff or discharge employees;
- The right to maintain order and efficiency;
- The right to determine the number of employees assigned to any shift and to adjust unit deployment (system status) plans and unit hours or eliminate or add unit hours or eliminate or add units;
- The right to assign the type of equipment to be used by employees in the performance of their work duties;
- The right to subcontract work;
- The right to sell all or part of the business operation;
- The right to grant and/or schedule time off, including annual leave;
- The right to cease all or part of business operations;
- The right to make such reasonable rules, regulations and deployment (system status) plan adjustments as it may from time to time as necessary for the purposes of maintain order, safety, and effective operation of its business and/or compliance with the contractual requirements of its customers;
- The right to increase compensation and/or benefits of employees above that minimally required under the terms of this Agreement;
- The right to choose, provide, locate and relocate stations used to house employees;
- The right to assign bargaining unit work to supervisors for temporary periods of time, which the Employer shall have the sole discretion to determine. (For the purposes of overtime, bargaining unit employees will have first right of refusal);
- The right to enforce the Employer's Policies and Operations Manuals;
- The right to develop and implement quality assurance programs and standards of care;
- The right to make crew assignments and to designate crew compositions;
- The right to design, submit, negotiate and implement contracts 76
- The right to change providers and/or administrators for the benefit programs described in this Agreement; and
- The employer can change insurance carriers if the need arises as long as the same level of benefits are maintained as stated herein above.

It is agreed that the above enumeration of management rights shall not be deemed to exclude other representative and characteristic rights of management not herein enumerated.

The Employer has chosen to implement some of its management rights through the Employer's Policy and Operations Manuals. The Union has been provided with a copy of the Manuals and agrees that all of the topics addressed in the Manuals are within the prerogatives of the Employer as set forth in this Section. The parties agree that the Employer has the right to modify, add to, subtract from, or change the Manuals unilaterally, except where other provisions of this Agreement require mutual consent. Except in cases of emergency, the Employer agrees to give the Union at least two (2) weeks advance notice of proposed changes in the Employer's Policy and Operations Manuals. The Union shall have the opportunity to submit advisory comments on the proposed changes. The Employer will consider the Union's advisory comments but is under no obligation to accept them. Upon expiration of the two (2) week period, the Employer may implement the proposed changes without further notification or consultation with the Union. The Employer and Union agree that should a conflict in language occur between this Agreement and the Policy and Operations Manual, the contract language will always supersede the Policy and Operations Manual.

This document constitutes the entire Agreement between the Employer and the Union. During the negotiations which resulted in this Agreement, the parties acknowledged that 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. Each party voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter not specifically referred to in this Agreement, unless such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

It is further understood and agreed that this document correctly sets forth the effect of all preliminary negotiations, understandings, and Agreements. This document supersedes any previous agreements, customs or practices pertaining to employees, whether written or verbal.

The employees covered by this Agreement are entitled only to those wages, hours, or working conditions which are specifically set forth in this Agreement may be changed, altered, continued or discontinued after the Employer has met its obligations under the NLRA.

If, after written notification from Riggs Ambulance regarding any such modifications, the Union fails to respond within fourteen (14) calendar days of receipt by certified mail, the Union waives its rights to meet and confer.

ARTICLE 22 SEPARABILITY

22.1 SEPARABILITY

If any provision of this Agreement or the application of such provisions to any person or circumstance is ruled contrary to law by any Federal or State Court or duly authorized agency, the remainder of this Agreement shall not be affected thereby. In such an event, the Employer and the Union shall meet and confer for the purpose of negotiating legal substitute provisions.

ARTICLE 23 SUCCESSORSHIPS

23.1 Successorship

The Employer agrees that it will not sell, convey, assign or otherwise transfer any facilities, assets or operations, or significant part thereof covered by the Labor Agreement between the Employer and the United Steelworkers unless the following conditions have been satisfied prior to the closing date of the transfer:

1. The new EMS provider has agreed to extend offers of employment to all members covered by the Labor Agreement until the new EMS provider has a full complement of such employees that it needs to perform work covered by the Employer's collective bargaining unit, or until the new EMS provider has extended offers of employment to all members of the Employer's collective bargaining unit.
2. The new EMS provider shall have entered into Agreement with the Union recognizing it as the bargaining representative for the employees within the existing bargaining units.
3. The new EMS provider shall have entered into Agreement with the Union establishing the terms and conditions of employment to be effective as of the closing date and the start of the new EMS provider taking over the county RFP.

ARTICLE 24 TERM OF AGREEMENT

24.1 TERM OF AGREEMENT

This Agreement shall be effective as of June 21, 2021 and shall remain in full force and effect through and including June 20, 2023 and shall continue in full force and effect for year to year thereafter, unless notice of desire to amend, cancel or modify the Agreement is served in writing by either party upon the other at least ninety (90) but no more than one hundred and twenty (120) days prior to the date of expiration.