

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



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

On behalf of its



TEMSA/USW LOCAL 12-911

and



Del Puerto Health Care District

September 1, 2019 – August 31, 2023

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ARTICLE 1. RECOGNITION

1.1 Union Recognition

The Del Puerto Health Care District operating as Patterson District Ambulance (District) hereby recognizes United Steel, Paper and Forestry, Rubber, Manufacturing, Energy Allied Industrial and Service Workers International Union AFL-CIO, CLC on behalf of TEMSA Local 12911 (Union) as the recognized employee organization, pursuant to Government Code Section 3501(a).

1.2 Bargaining Unit Employees

The Bargaining Unit includes all Full-Time and Part-Time Emergency Medical Technicians (EMTs) and Full-Time and Part-Time Paramedics employed at the District. Pursuant to Government Code Section 3502, bargaining unit employees shall have the right to form, join, and participate in the activities of the recognized employee organization for the purpose of representation on all matters of employee-employer relations; and shall have the right to refuse to join or participate in the activities of the recognized employee organization, choosing instead to represent themselves individually in their employment relations with the District.

1.3 Supervisory Employees

The District acknowledges 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. It is not the District's policy to establish jobs or job titles for the purpose of excluding employees from the bargaining unit.

1.4 Supervisor Work on Base Units

Base units are 24-hour ambulances that are scheduled daily without a disruption of continuous service. Supervisors, including the Director of Ambulance Operations will not normally perform the work of bargaining unit employees on base unit shifts. However, supervisors, including the Director of Ambulance Operations may perform bargaining unit work in order to:

- a) meet staffing needs during increased system status demand,
- b) to cover a short-term vacancy, generally less than 4 hours, by employee mutual agreement as requested by an employee where it is either impractical or not possible to cover the vacancy with a bargaining unit employee;
- c) to cover a short-notice call-off until such time a replacement bargaining unit employee is identified;
- d) to cover an open shift and maintain base unit staffing where no bargaining unit members are available to do so.

1.5 Scope of Agreement

The recognized employee organization and District have met and conferred in good faith for a reasonable time and on a reasonable number of occasions. Each has had the opportunity to freely exchange information and proposals over all aspects of wages, hours, or other terms and conditions of employment. This Memorandum of Understanding (MOU) sets out the agreements, relating to wages, hours or other terms and conditions of employment, between the parties in their totality.

ARTICLE 2: UNION RIGHTS

2.1 Indemnification

The Union will hold harmless the District against all claims, demands, actions, or other liabilities, including the District'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 District in reliance upon information provided to the District by the Union or employees for the purpose of complying with any of the provisions of this Article.

2.2 Union Activity

The District shall not illegally discriminate in any way against an employee for engaging in official Union activity.

2.3 Information Provided to Union

2.3.1 New Hires. The District shall, no more than 30 days following a new hire, provide the Union with the following information regarding the new employee: name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the District, and home address. The District shall provide a list of the above information about all bargaining unit employees every 120 days.

2.3.2 Privacy. The District shall not be required to furnish any of the above information for any employee who completes a District provided form or makes a written request identifying specific items of information that the employee is electing not to share.

2.3.3 Safeguarding. Any information provided under this section shall be safeguarded by the Union and shall be used exclusively by the local union and its international parent. No personal information regarding employees as a group or of an individual employee shall be shared by the Union with any third-party vendors or affiliated organizations without the express consent of the employee.

2.3.4 Not a Public Record. Provision of any information pursuant to this section shall not cause the information to become a public record.

2.4 Union Dues / PAC Check-off and Deductions from Employee Pay

2.4.1 Handling. During the term of this agreement, the District will deduct from each paycheck the dues, assessments and initiation fees, each as designated by the International Secretary-Treasurer of the Union, from the wages of the employees covered by this agreement. It shall be the sole responsibility of the Union to collect, manage, and maintain copies of all Union dues check-off authorization cards. The Union shall notify the District, in writing of the list of employees who have provided a dues deduction authorization card and the dollar amount that is to be withheld from each member's pay for union dues based on the amount set by the USW Constitution. The District shall deduct the specified amount from each employee's pay as "union dues."

2.4.2 Transmittal. The District 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 deducted by employee. Documentation on Form R-115 itemizing the payroll deductions and setting forth the name and amount withheld shall accompany the remittance to the International

Secretary-Treasurer and shall be forwarded to the International Secretary-Treasurer, United Steelworkers. PO Box 644485, Pittsburgh, PA. 15264-4485. A copy of the deduction list shall be forwarded to the Financial-Secretary of Local Union 12911.

2.4.3 Dues Information. The District shall rely exclusively on the assertions of the Union as to the deductions to be withheld from each employee paycheck. In the event an employee requests information about dues deductions, including disputes as to whether deductions are properly authorized, the District shall refer them to the Union and shall take no other action. The employee's only recourse for dues deductions that are unlawfully or erroneously withheld shall be with the Union; and the Union, as noted in Article 2.1 (above) shall indemnify the District in all aspects relating to amounts withheld pursuant to the Union's notification.

2.4.4 Political Action Committee (PAC). An employee may authorize further deductions from their pay by providing a signed PAC Check-off Authorization to the Union. It shall be the sole responsibility of the Union to collect, manage, and maintain copies of all PAC deduction authorization cards. The Union shall notify the District, in writing of the list of employees who have provided a PAC deduction authorization card and the dollar amount that is to be withheld from each member's pay for PAC contributions. In that event, the Union shall notify the District of any additional amount to be withheld from an employee for purposes of PAC Check-off. The District shall deduct the specified amount from each employee's pay. Any additional amount withheld for PAC check-off shall be mailed to the United Steelworkers Political Action Fund, Five Gateway Center, Pittsburgh, PA 15222.

2.4.5 Discrepancies. The District shall rely exclusively on the assertions of the Union as to the deductions to be withheld from each employee paycheck. In the event an employee requests information about PAC deductions, including disputes as to whether deductions are properly authorized, the District shall refer them to the Union and shall take no other action. The employee's only recourse for PAC deductions that are unlawfully or erroneously withheld shall be with the Union; and the Union, as noted in Article 2.1 (above) shall indemnify the District in all aspects relating to amounts withheld pursuant to the Union's notification.

2.5 Access of Representatives of The Union

A duly authorized representative of the Union shall be permitted access to the District's facilities, for the purpose of observing conditions under which employees under this Agreement are working. Said access shall normally during between 0800 to 1700 hours Monday through Friday, unless it is necessary for access to be provided during other times. The Union representative shall provide the District with notification of their presence twenty-four (24) hours before such visits. Visits by a Union representative shall not interrupt or interfere with normal operations. Union representatives not employed by the District will notify the District of their presence.

2.6 Bulletin Boards

The District shall furnish at the crew quarters 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.

2.7 Employee Mailboxes

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

2.8 Union Stewards

2.8.1 Quantity. The District recognizes the right of the Union to select a reasonable number of union stewards. The District agrees that there will be no illegal discrimination against an authorized steward because of Union activity.

2.8.2 Recognition. Stewards shall not be recognized by the District until the Union has notified the District in writing of the selection of new or changed union shop Stewards. Union stewards will not conduct Union business while on duty without District approval.

2.8.3 Union Hours. When a union steward is required to attend an investigatory meeting and District management determines it is not operationally feasible to use a steward currently on duty, management will authorize an off-duty steward to be paid at their regular straight time pay rate. Hours paid solely for performing union steward duties will not be counted toward hours worked for purposes of calculating overtime and benefits.

2.9 New Employee Orientation

2.9.1 Notice of New Hire and Orientation. The District shall provide the Union with ten (10) days advance notice prior to any new employee orientation when practicable. The Union and District jointly recognize that the District is a small employer, therefore, employee orientation frequently occurs with much less time than ten days between acceptance of an employment offer and new employee orientation. While the District will provide the advance notice required by this section, it is not required to do so if the notice period would delay orientation for a new employee.

2.9.2 Union Participation in New Employee Orientation. The Union may elect to participate in new employee orientation and shall be allotted up to thirty (30) minutes to present information about the Union and union membership to the new employee during the orientation process. Union presentations or other participation in orientation shall be by a recognized steward or union paid staff only. If the Union determines it will send a Steward who is also District bargaining unit employee to the orientation rather than its own paid staff, this shall not be considered “representation”, but rather a union marketing function; and such time shall not be on District paid time. The steward may elect to use accrued PTO to cover their absence from work to participate in the orientation process.

2.9.3 District Obligations Relating to Union Participation in Orientation. Union participation in orientation relieves the District from providing any information regarding the Union to the new employee, as the Union would fulfill that function exclusively during orientation. If the Union is unable, or elects not to participate in orientation, the District will provide new employees with a sealed packet of information from the Union to new employees, including a Union card allowing the employee to elect membership. All packet materials shall be provided by the Union, and the Union shall be solely responsible for collecting membership enrollment and any deduction authorization cards from the employee.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 Public Employees Relations Board (PERB). To the extent that PERB has not identified a specific subject matter as a mandatory subject of bargaining or within the scope of negotiation the District retains the right to make unilateral changes in the subject area. The Union agrees that the District has the sole right to determine, establish, delete, or eliminate, and change rules, regulations, practices, policies, and procedures at any time the District deems necessary, provided such rules and regulations shall not

conflict with the terms of this Agreement or a mandatory subject of bargaining. Where the District intends to change any rules, regulations, practices, policies, and procedures that impact wages, hours, and other terms and conditions of employment, those changes shall be subject to statutory requirements for meet and confer.

3.2 District Rights

Nothing in this section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the District by California law, or other laws regulating, authorizing, or empowering the District to act or refrain from acting. The rights of the District include, but are not limited to:

- a) the exclusive right to determine the mission of its constituent facilities and departments;
- b) set standards of service;
- c) determine the procedures and standards of selection for employment and promotion;
- d) manage/direct its employees and its operations including the right to contract out work in any one or all of the facilities or operating departments;
- e) relieve its employees from duty because of lack of work or for other legitimate reasons;
- f) maintain the efficiency of District operations; determine the number, location, and nature of its facilities;
- g) determine the method, means and personnel by which District operations are to be conducted;
- h) determine and re-determine the content of job classifications;
- i) take any and all necessary actions to carry out its mission in emergencies;
- j) exercise complete control and discretion over its organization and the technology of performing its work;
- k) to discharge, suspend, reprimand, or otherwise discipline employees for just cause; and
- l) to establish reasonable employee performance standards, including, but not limited to, quality of work and quantity of work performed and to require compliance with those standards.

3.3 Exercise of Management Rights Not Subject to Grievance Procedure.

The District's exercise of its management rights is not subject to challenge through the grievance procedure or in any other forum, except where otherwise in conflict with a specific term of this Agreement.

3.4 District's Right to Alter Policies Outside the Scope of Bargaining.

The District shall not be required to meet and confer on any subject that is non-mandatory or outside the scope of negotiations – specifically, any subjects that are excluded by Federal or State law or by the enabling statutes affecting the District.

3.5 Advisory Comments Accepted.

The Union may have the opportunity to submit advisory comments on proposed changes on subject matters that are outside the scope of bargaining. The District may consider the Union's advisory comments, but is under no obligation to accept them. The District may implement proposed changes that are outside the scope of bargaining without notification or consultation with the Union.

3.6 Conflict Between District Policies and this MOU.

The District and Union agree that should a conflict in language occur between this MOU and a Policy, the MOU language will supersede the Policy.

3.7 Number of Employees and Ambulance Units Needed

The District shall be the sole judge of the number of Employees (full-time, part-time) and ambulance units needed at any time, and shall have exclusive discretion on the scheduling of units and employees according to the needs of the District.

3.8 Exclusion of Management Rights

All provisions of this Article are understood to be the rights of the District, except as may be modified elsewhere in this Agreement. The above statements of the District's rights shall not be deemed to exclude other rights not listed herein.

3.9 Failure to Exercise Management Rights.

If the District fails to exercise any one or more of the above-named rights, powers, or authority, from time-to-time, this will not be deemed a waiver of the District's right to exercise any or all of such rights, powers, or authority in the future.

ARTICLE 4: REDUCTION IN FORCE

Due to a variety of business-related factors, it may be necessary at times to restructure or reduce the size of the District workforce. A reduction in force or layoff is an involuntary employment termination initiated by the District for non-disciplinary reasons. Such reductions may range from a temporary reduction, lasting for a matter of days, to a permanent reduction.

4.1 Advance Notice of Reduction

The District shall notify affected employees of any anticipated reduction in force thirty (30) days in advance, if possible.

4.2 Layoffs

4.2.1 Workforce Needs. Management will determine, at its sole discretion, the number of employees needed in each classification (Paramedic & EMT).

4.2.2 Order of Layoffs. In the event it becomes necessary to make a work force reduction, layoffs will occur in inverse order of District Seniority within each applicable classification, as follows:

1. Probationary employees will be laid off first; then
2. Affected Part-Time employees by inverse order of District Seniority; then
3. Affected Full-Time employees by inverse order of District Seniority.

4.2.3 Bump Down Paramedics. Paramedics who qualify and are proficient as EMTs may bump EMTs with lower District Seniority and work as an EMT to avoid layoff. The Bump-Down Paramedic (now working as an EMT) will maintain their pre-layoff Seniority for Scheduling date. A Paramedic choosing to bump down to EMT will be paid at the EMT Step closest to, but not higher than, the dollar value of their pre-layoff Paramedic step.

4.3 Recall from Layoff

4.3.1 Eligibility. Employees shall be eligible for recall from layoff for a period of twelve (12) months.

4.3.2 Recall. As positions become available, and the District elects to fill such available positions, Employees on layoff status shall be recalled based on District Seniority beginning with the most senior qualified laid-off Employee.

4.3.3 Notification. The District shall send a certified letter to all eligible employees notifying them of the recall. Recalled employees who fail to respond within seven (7) calendars days from the date of receipt of the recall letter, or refuse a recall, shall be considered to have waived their recall rights. Any Employee recalled from layoff must be qualified to perform the work available and have all required valid certifications and licenses at time of recall. Positions shall be filled based on the District Seniority of the qualified employees that respond within the seven (7) calendar day period as noted above.

4.3.4 Report to Work. Recalled employees who accept a recall position must report to work and take up open shifts within fourteen (14) calendar days from the date of receipt of the recall letter and resume a schedule at the next opportunity to schedule. The Union and the District may mutually agree to extend the time limit.

4.3.5 Bump-down Restoration. Paramedics who bumped down to EMT during a layoff and are recalled to work as a Paramedic will be restored to their pre-layoff Paramedic Step plus any Seniority for Benefits they accrued while working as a bump-down EMT.

4.3.6 New Employee Prohibition. No new employee(s) may be hired until such time as all qualified laid off employees, whose recall rights have not expired, have been recalled, resigned, or refused reinstatement.

ARTICLE 5: NO DISCRIMINATION/HARRASSMENT

5.1 No Discrimination

The District is committed to maintaining a workplace that is free from unlawful discrimination and harassment. In furtherance of this, the District shall take all reasonable steps to prevent unlawful discrimination and harassment. The District maintains a policy, including zero-tolerance, prohibiting unlawful discrimination and harassment, that also prohibits all forms of retaliation against employees or others who file complaints, testify, or otherwise cooperate with investigations into claims of discrimination or harassment. All employees are required to be familiar with, and to adhere to, the District policy at all times.

5.2 Protected Classes

It is unlawful and a violation of the District's policy, to engage in harassment or discrimination because of a person's actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

5.3 Workplace Violence Prevention

The District maintains a policy prohibiting workplace violence. Refer to District Policy for further information.

ARTICLE 6: Employee Correction, Investigations, and Discipline

6.1 Principle of Progressive Discipline

The District and the Union recognize that the intent of corrective action is to remedy performance problems and modify inappropriate behavior. While the District will attempt to accomplish those objectives through training, education, and informal counseling, the District reserves the right to impose disciplinary action up to and including termination, based on just cause. The District shall generally, dependent on the nature and severity of the rule violation, employ progressive discipline strategies where progressive discipline is reasonably expected to result in correction of performance deficiencies or cessation of the conduct that is inconsistent with the workplace rules. Notwithstanding this general approach involving progressive discipline, each case is evaluated on an individual basis, and serious rule violations may be deemed to appropriately result in serious disciplinary action up to and including termination of employment with or without prior progressive discipline being applied.

6.2 Employee Right to Representation

The District recognizes the right of an employee, upon the employee's request, to be represented by the Union during any interview(s) with District Management if such an interview could reasonably result in discipline against an employee; and at all times following the District issuing a formal "Notice of Intent to Impose Discipline" to a represented employee. The employee representative shall be a duly authorized Union steward or Union representative.

6.3 Four Levels of Corrective Action

6.3.1 Informal Corrective Actions

Informal corrective action consists of either verbal or written reminders relating to policy of the District and represents notice and an effort on the part of the District to assist employees with improving performance. Informal corrective action may include confirmations of discussion, documented coaching and counseling meetings with written policy reminders, counseling memoranda, or performance improvement plans (PIP). Informal corrective actions may or may not be given before written warnings, written reprimands, or discipline up to and including termination depending on the nature or severity of the rule violation. The issuance of confirmations of discussion, policy reminders, counseling memoranda, or PIP are non-disciplinary written policy reminders, may not be appealed, and shall remain in the Employee's personnel record for one year.

6.3.2 Written Warnings. Written warnings are disciplinary in nature, do not involve a loss of pay, and may be issued to any employee for an established violation of workplace rules. Written warnings may or may not be given before written reprimands or discipline up to and including termination depending on the nature or severity of the rule violation.

6.3.3 Written Reprimands. Written reprimands are disciplinary in nature, do not involve a loss of pay, and may be issued to any employee for an established serious violation of workplace rules. Written Reprimands may or may not be given before a discipline up to and including termination depending on the nature or severity of the rule violation.

6.3.4 Discipline up to and including Termination. Discipline involving loss of pay or termination is subject to the procedures in this article and Article 7.

6.4 Response to Corrective Action

6.4.1 Written Response Allowed. An employee who is issued a written warning, reprimand, or discipline up to and including termination may, within thirty (30) calendar days, draft and file a response to the discipline. The response, if any, shall be attached to the written warning, written reprimand, or discipline up to and including termination and be included in the employee's permanent personnel file.

6.4.2 Appeal. Written warnings, reprimands, and discipline up to and including termination are appealable as provided in Article 7.5 Step Three: Administrative Director/CEO.

6.5 Administrative Leave During Investigations

6.5.1 District Right. The District reserves the right to place employees on paid or unpaid administrative leave for the following:

- a) Any circumstance when an employee is relieved of duty pending the need for an investigation of an alleged violation that could lead to disciplinary action.
- b) When clinical privileges are suspended during an investigation or administrative process of inquiry.
- c) Under any circumstance when an employee is relieved of duty pending an investigative or administrative process due to a credible allegation of serious misconduct which may include, but is not limited to:
 - 1) Harassment of any type;
 - 2) Patient abuse/neglect;
 - 3) Violation of the Districts Alcohol and Substance Abuse Policy;
 - 4) Theft of District property;
 - 5) Working while failing to hold a required valid and current license or certification; or
 - 6) Allegations of workplace violence.

6.5.2 Length of Administrative Leave. Administrative leave may endure until completion of the investigative process and a resolution has been rendered.

6.5.3 Written Notice. Employees shall be provided written notice of the initiation of an investigation when placed on administrative leave. The District shall provide the Union with a copy of the written notice unless the employee objects, in which case the District shall obtain a waiver from the employee and provide a copy of the waiver to the Union.

6.5.4 Obligation to Cooperate. Employees are obligated to cooperate in any investigation and remain available for an administrative interview while on administrative leave. Any employee who fails to cooperate with an investigation, is found to be dishonest during an investigation, or fails to provide relevant information to an investigation will be subject to separate and/or additional disciplinary action up to and including termination of their employment.

6.6 Disciplinary Action with Loss of Pay or Termination

Disciplinary Action with loss of pay or Termination is defined as correction involving loss of pay (e.g., suspension without pay, or termination of employment).

6.7 Notice of Intended Disciplinary Action with Loss of Pay or Termination

6.7.1 Issuing of Notice. In the event the District determines that it intends to impose disciplinary action involving loss of pay (e.g., suspension without pay, or termination of

employment), it shall issue a “Notice of Intended Disciplinary Action” and provide the notice to the affected employee and to the union. The notice shall contain a description of the causes for the disciplinary action, including the workplace rules, department or district policies, MVEMSA regulations, and/or local, state, or federal laws that have been found to have been violated and the specific acts or omissions and facts upon which the causes are based. The District will also provide any document, statement, or other materials (e.g., audio, video, emails, interview summaries, etc.) upon which the proposed discipline is based.

6.7.2 Pre-Disciplinary Rights. The notice shall also provide information to the employee about any pre-disciplinary right-to-respond as provided for in Article 6 and shall notify the employee of their right to be represented by a Union steward or representative during any pre-disciplinary meeting or applicable appeal proceedings.

6.7.3 Employee Response. An employee, given notice of proposed disciplinary action in the form of a suspension without pay, or termination of their employment may, within seven (7) calendar days after service of the notice, request a pre-disciplinary conference (“Skelly”) to respond to the proposed discipline orally and/or in writing.

6.7.4 Failure to Respond to Notice. The Notice shall contain a statement that if the employee fails to timely respond to the Notice of Intended Disciplinary Action, or waives their right to respond in pre-disciplinary conference, the Discipline shall be implemented without additional notice. Disciplinary action shall not take effect until the seven calendar days provided for in the notice has elapsed or until pre-disciplinary procedures under this section are completed, if such are timely requested, whichever is later.

6.8 Pre-Disciplinary Conference with a Skelly Officer

6.8.1 Skelly Officer Appointment. Upon receipt of a timely request for a pre-disciplinary conference, the District shall appoint a Skelly officer to receive the employee’s response to the proposed discipline. The Skelly officer shall endeavor to schedule the pre-disciplinary conference meeting within seven (7) calendar days of receiving the request or as soon thereafter as possible.

6.8.2 Conference Format. The employee shall not be entitled to a formal hearing or to call and cross-examine witnesses at the pre-disciplinary conference, but may present argument, written statements of any witnesses, or other documentary material in response to the proposed discipline. The Skelly officer may conduct whatever additional review, research, or investigation they deem appropriate.

6.8.3 Skelly Officer Decision. The Skelly Officer shall provide a written decision within seven (7) calendar days after the employee's conclusion of the pre-disciplinary response meeting following review and consideration of the employee response and any relevant materials. The Skelly officer is authorized to uphold, reduce, or rescind the proposed discipline as part of their decision.

6.8.4 Time Extensions. Notwithstanding the provisions of this section, the District and Union recognize and agree that extensions to the time period to schedule a pre-disciplinary conference and for the Skelly officer to render a decision may be necessary, and agree to cooperate in determining extensions needed by the Parties and Skelly officer, where good cause exists for such an extension. Such agreement shall be in writing and signed by the employee, a Union representative, and a District representative.

6.9 Notice of Disciplinary Action with Loss of Pay or Termination

6.9.1 Timing. In the event an employee waives their right to respond in a pre-disciplinary conference or fails to respond to the Notice of Intended Disciplinary Action within the seven (7) calendar day required time period, the proposed discipline shall become final, as originally proposed, and the Notice of Intended Disciplinary Action shall automatically become the Notice of Disciplinary Action.

6.9.2 Notice. In the event the pre-disciplinary conference results in a Skelly officer decision to uphold or to issue a modified discipline, the District shall issue a separate Notice of Disciplinary Action. This Notice of Disciplinary Action shall contain:

- a) The level of discipline to be imposed;
- b) The effective date of the imposition of the discipline;
- c) A description of the causes for the disciplinary action, including the workplace rules or laws that have been found to have been violated;
- d) The specific acts or omissions, and facts upon which the causes are based; and
- e) The right of the employee to appeal.

6.10 Appeal of Disciplinary Action with Loss of Pay or Termination

Appeals of disciplinary action with loss of pay or termination may be filed, in writing, by the employee within seven (7) calendar days after the effective date of the imposition of discipline; or, in the event a separate Notice of Disciplinary Action is provided pursuant to Article 6.9. Failure to timely appeal a Notice of Disciplinary Action within the seven (7) calendar day period required by in this section shall constitute a waiver by the employee and Union of any and all further appeal steps. Appeals of disciplinary action with loss of pay or termination that are timely filed under this section shall be heard using the procedures contained in Article 7: Grievances and Appeal Procedures – Step Three: Administrative Director / CEO.

6.11 Retention of Disciplinary Action

6.11.1 Limitations. Records of disciplinary action shall not be considered for purposes of future disciplinary action or other personnel purposes provided the employee does not receive any additional disciplinary action for the same conduct or similar offenses during the applicable retention period:

Pre-Disciplinary Confirmations of Discussion	12 months
Written Reprimands	12 months
Final Written Warnings	18 months
Disciplinary actions involving loss of pay	18 months

6.11.2 Records that must Remain. Discipline records involving violations of law or serious violations of workplace rules (including but not limited to fraud, theft, harassment, discrimination, assault) shall not be removed from employee personnel records.

ARTICLE 7: GRIEVANCE AND APPEAL PROCEDURES

7.1 Purpose

7.1.1 Preference for Informal Solutions. It is the mutual desire of the Union and the District that employees and their Director of Ambulance Operations informally and promptly discuss and attempt to resolve problems arising under this agreement, without having to resort to this formal grievance procedure. However, this grievance procedure provides a useful way of resolving differences that could not be resolved informally. Neither the Union, the District, nor the

Employee will be barred from filing a formal grievance if an informal discussion has not occurred.

7.1.2 Purpose. The purpose of this procedure is to provide for the timely adjustment and resolution of contract interpretation Grievances and Appeals. This section also includes, starting at Level Three, the process for which Disciplinary Action with loss of pay can be appealed.

7.2 Grievance

7.2.1 Definition. A “grievance” is any claim by the Union, an employee, or a group of employees regarding the interpretation, application or compliance with any term or condition of this Agreement.

7.2.2 Date of Occurrence. The “date of occurrence” is the date when the Union or the employee filing the grievance knew or reasonably should have known of the event that is the subject of the grievance or is the effective date of final corrective action.

7.2.3 Consolidation. Grievances deemed by the parties to arise from the same incident or core facts may be consolidated into a single grievance.

7.2.4 Timeliness. Any grievance that is not filed or prosecuted within the time limitations set forth herein shall be deemed waived. If the grievance is not appealed by the Union /Employee from one level to the next within the time limits specified in this grievance procedure, the grievance will be considered abandoned. If the District fails to respond to the grievance within the time limits specified in this grievance procedure, the grievance may be advanced to the next level. The Union and the District may, by mutual agreement in writing, extend time limits at any step of the grievance procedure for a specified period of time.

7.2.5 Grievance Meeting Attendance. Bargaining unit employees who are grievants shall be given time off without loss of pay to attend grievance meetings with the District and formal grievance proceedings. Time spent participating in such activities shall be marked “Union Representation” and, if outside their regular schedule shall not be considered hours worked for purposes of computation of overtime.

7.2.6 Preservation of Evidence. Parties to a grievance have an uncompromising duty to preserve what they know or reasonably should know will be relevant evidence, including electronically stored information, in the pending grievance even where no request or order to preserve evidence has yet been made and where no discovery has yet taken place. The Arbitrator shall have the obligation and authority to fashion appropriate sanctions for the destruction of evidence.

7.3 Grievance and Appeal Levels

7.3.1 Step One: Informal Review and Resolution. As soon as practicable, the aggrieved employee shall discuss the grievance with his/her immediate supervisor. All parties shall informally attempt a resolution of the matter. If the grievance is not resolved through informal discussion with the immediate supervisor, the aggrieved employee may file a formal grievance, as set forth below.

7.3.2 Step One Resolution. Informal resolutions, although final, shall not be precedent setting. Settlement offers made in the informal process shall not be introduced against a party in

subsequent steps. Attempts at informal resolution do not extend time limits unless a written request for an extension is agreed to in writing between the Parties in advance.

7.4 Step Two: Formal Review with Director of Ambulance Operations

7.4.1 **Written.** Grievances shall be reduced to writing and submitted to the Director of Ambulance Operations or his/her designee within fifteen (15) calendar days of the date of occurrence.

7.4.2 **Contents of Written Grievance.** The written grievance must expressly identify and list each section and/or subsection of the MOU that is alleged to have been violated. In addition, the written grievance must describe the facts in support of the allegation of violation(s) of each of those specific sections or subsections of the MOU including dates, times, places, and a description of the relevant events or occurrences giving rise to the grievance.

7.4.3 **Damages and Remedies.** Grievances must specifically articulate the damages (harm) that have been incurred by the grievant and must identify the remedies sought.

7.4.4 **Who Filed.** Grievances shall be filed by a Union representative or steward and shall provide contact information for the Union representative authorized to resolve the grievance on behalf of the aggrieved employee(s).

7.4.5 **Signature Required.** All written grievances shall be dated and signed (or submitter name typed in) by the Union. The written grievance must be date and time stamped when received in the District Office. Adjudication of grievances by any factfinder at any step is limited to a determination on whether the specific section(s) cited by the grievant/Union is violated or not.

7.4.6 **Response.** The Director of Ambulance Operations or his/her designee shall respond to the grievance in writing within fifteen (15) calendar days after the District Office receives the grievance.

7.5 Step Three: Administrative Director / CEO

7.5.1 **Timing.**

- a) Appeal of a Step Two Grievance. If the Grievance is not resolved at Step Two, within fifteen (15) calendar days of the receipt of the Step Two response, a written notice that the grievant wishes to proceed to Step Three is submitted to the Administrative Director / CEO. The written notice shall include a brief reason why the Union does not agree with the Step 2 answer and identify all unresolved issues.
- b) Appeal of Disciplinary Action. An appeal from Discipline with or without loss of pay must be filed with the Administrative Director / CEO no more than seven (7) days after the effective date of the discipline.

7.5.2 **Meeting.** Following receipt of the Step Three Grievance or Appeal of Disciplinary Action (with or without loss of pay), the parties shall meet within fifteen (15) calendar days to attempt to resolve the grievance or review the disciplinary action. Said meeting shall be between the USW representative and the District Administrative Director / CEO. The grievant/appellant shall also be permitted to attend, as well as others, if necessary.

7.5.3 **Response.** The Administrative Director / CEO Administrative Director / CEO shall respond in writing within fifteen (15) calendar days from the date of the meeting.

7.5.4 Final Decision for Discipline without Loss of Pay. The decision of the Administrative Director / CEO on all Appeals of Disciplinary Action without loss of pay (i.e., written warnings and written reprimands) shall be final. An employee who is issued a written warning or reprimand may file a response or rebuttal to the final decision of the Administrative Director / CEO within 30 days of notice. The response, if any, shall be attached to and included alongside the written warning or reprimand in the employee's permanent personnel file. The Union may challenge any written warning or reprimand if the District relies on it for subsequent progressive discipline involving loss of pay or termination (see Article 7.7.4 d).

7.5.5 Appeal of Grievance or Discipline with Loss of Pay. A Grievance or Discipline involving loss of pay that is not resolved at Step Three may be appealed to mediation and/or arbitration in writing within 15 calendar days.

7.6 Step Four: Voluntary Non-binding Mediation

The parties may mutually agree to non-binding mediation through the Federal Mediation and Conciliation Service (FMCS) if a Grievance or Discipline with loss of pay is unresolved after Step Three. A mutual agreement to engage in mediation shall automatically extend the time limitations through which the Union must appeal a decision of the Administrative Director / CEO. If mediation is unsuccessful, the parties shall have seven (7) days to file an appeal to arbitration.

7.7 Step Five: Arbitration

7.7.1 Arbitrator Selection. Where arbitration is demanded, the parties will attempt to mutually select an arbitrator. If the parties cannot agree on a neutral arbitrator, then the arbitrator will be chosen from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service (SMCS). Once the list is received from the SMCS, the Union and District shall select an arbitrator from the list in the following manner: Arbitrators' names shall be struck in an alternating manner until there is one arbitrator remaining. Order of the strike shall be determined by a toss of the coin. The toss of the coin shall be done with the appealing party calling the toss.

7.7.2 Costs. The parties shall split the cost of the arbitrator and court reporter, but shall each bear their own representation costs.

7.7.3 Arbitration Prehearing Procedures.

- a) Prehearing Briefs. Prehearing briefs shall not be accepted by the arbitrator unless the parties have mutually agreed to file prehearing briefs.
- b) Subpoenas. Parties may request that the arbitrator issue subpoenas for witnesses.
- c) Disputes as to Arbitrability. Before the hearing, the arbitrator shall hear and rule on all disputes involving substantive arbitrability or procedural arbitrability issues.
- d) Appeal deadlines must be strictly enforced and may only be held by an arbitrator to have been waived where such waiver is a written, express waiver or a written, signed agreement that exists between the parties extending a time deadline for an appeal step.
- e) Grievance Arbitration Discovery. Within twenty (20) days after selection of the arbitrator, and in any event no later than ten (10) days prior to any arbitration hearing, the parties shall exchange the names, addresses and telephone numbers of witnesses, to the extent known to the other party, including but not limited to those intended to be called to testify at the arbitration hearing. Failure to comply with this subsection regarding notice of witnesses, shall, upon objection of the other party, result in the witness being barred from testifying.

- f) Prehearing Settlement Conference. The arbitrator shall have the power, to order a prehearing settlement conference at which time the arbitrator may provide assistance to the parties such as disposing of prehearing disputes or resolving any discussions or disputes over exhibits, including stipulations as to joint exhibits, or any other aspect the parties can agree upon to increase the efficiency of the arbitration proceedings.

7.7.4 Arbitration Hearing Procedures.

- a) Each party shall have the right to be represented by legal counsel or other person of his/her choice.
- b) The issue for arbitration in discipline cases shall be limited only to whether or not the employer has established that there is just cause to impose discipline; the arbitrator is not authorized, except as allowed in Article 7.7.4 d, to determine the appropriateness of the level of disciplinary action. Similarly, for grievances, the Union, must have articulated the specific section and subsection(s) of the MOU alleged to have been violated in compliance with section 7.4.2 of this MOU. Determinations of the arbitrator in grievance arbitration are strictly limited to issues surrounding those specific sections and subsections of the MOU alleged to have been violated and which have been initially pled, argued, and addressed by the Union at all prior stages of the grievance procedure.
- c) In disciplinary action appeal cases, the employer shall have the burden of proof and shall be required to establish, on a preponderance of the evidence that just cause existed for the imposition of discipline. In grievance appeal cases, the grievant shall have the burden of proof and shall be required to establish on a preponderance of the evidence that a violation of the MOU has occurred.
- d) The parties agree the Union may challenge a written warning or reprimand only if the District relies on it for subsequent progressive discipline involving loss of pay or termination that is in arbitration. If challenged the arbitrator shall, based on the existing record (i.e., written warning or reprimand and response or rebuttal filed within 30 days of the date of the written warning or reprimand issuance) only determine 1) if just cause existed for the written warning or reprimand and 2) if not, does the remaining evidence for just cause support the level of discipline proposed.
- e) Formal rules of evidence shall not apply, however all evidence must be relevant and may not be the subject of a protected privilege, such as attorney-client privilege. The arbitrator shall determine the admissibility, the relevance, and materiality of the evidence offered, specifically addressing any objections based on the requirements contained in sections 7.2.6, 7.4.2, and 7.7.4 b) of this MOU. The arbitrator may exclude evidence determined to be cumulative or irrelevant. Hearsay evidence is admissible only where corroborated by other admissible, non-hearsay evidence. Hearsay evidence cannot alone be used to establish a distinct fact.
- f) Each party shall have the opportunity to make an opening statement, engage in direct examination and cross-examination of witnesses, present documents and other evidence, and to make a closing statement. Every witness shall declare by oath or affirmation that he/she will testify truthfully. Witnesses shall be sequestered prior to giving their testimony.
- g) Post-hearing briefs shall not be permitted unless by agreement of the Parties or because the arbitrator has concluded that post-hearing briefing is necessary due to multiple hearing days, the presence of complex legal issues requiring additional briefing, or that post-hearing briefs are necessary in order for the arbitrator to issue a decision and order that is in the interests of justice. In the event post-hearing briefs

are submitted, they shall be limited to ten (10) typewritten pages and submitted to the arbitrator by the parties within thirty (30) days of the close of the hearing.

- h) Witnesses called by Union to testify at an arbitration hearing concerning this Agreement shall do so without loss of compensation. The Union shall use reasonable efforts to schedule witnesses so as to not cause an undue expense to the District. Union shall also provide reasonable advance notice concerning the need for such release time to the Administrative Director / CEO.

7.7.5 Other Limitations on the Powers of the Arbitrator. The arbitrator shall have no authority to add, to delete, or alter any provision of this agreement, shall limit his/her decision to the scope, application, and interpretation of the provisions of this agreement, and shall make no decision in violation of existing law.

7.7.6 Arbitration Decision. The decision of the arbitrator shall be in writing, and shall be final and binding except as provided for in this section. Any decision and award issued by the arbitrator in discipline appeal cases providing for a backpay award remedy shall not exceed a retroactive total of 180 days of base salary and benefits. Damages awards in grievance arbitration cases shall be limited to those damages proven by the Union and which accrued from a date no earlier than thirty (30) days prior to the filing of the formal grievance. Damages awards and other remedies shall be reduced by any actual earnings, unemployment benefits, or other sources of mitigation; and by any failure to mitigate on the part of the employee.

7.7.7 Termination of Arbitration Provisions. The provisions of this section providing for arbitration of disputes (7.7.1 through 7.7.6) shall terminate upon expiration of this MOU. Once this MOU has expired, new arbitrations shall no longer be available and the determinations of the Administrative Director / CEO at Step 3, and described in section 7.5 of this Article shall be final for all discipline and grievances without right of appeal to arbitration. However, any extension of the term of this MOU or successor MOU shall cause the arbitration provisions herein to also be extended if such extension or successor MOU is ratified by both parties prior to the original expiration date of this MOU.

ARTICLE 8: HEALTH AND SAFETY

8.1 Safety / Employee's Right to Refuse Unsafe Work

8.1.1 Conditions. The District 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 MOU. Employees who violate posted District safety rules and regulations shall be subject to progressive disciplinary action, as outlined in Article 6 Corrective Action.

8.1.2 Hazard Awareness & Reporting. No employee shall be required to work under hazardous conditions or with unsafe equipment, which would be hazardous to their own, a co-worker's, or a patient's health and safety. Employees who become aware of hazardous conditions and/or unsafe equipment must notify the Director of Ambulance Operations, or designee, as soon as possible. No employee will be subject to discipline or retaliation for reporting a health or safety problem.

8.2 Safety Equipment

The District shall provide and maintain general safety and protective gear for each ambulance as required under Federal, State, or local mandates, including but not limited to:

- a) Traffic safety vests (2)
- b) Hearing protection (disposable)

- c) Rescue gloves (2)
- d) Non-latex gloves in small, medium, large, and x-large sizes (1 box each)
- e) Bio-Hazard isolation gowns or suits
- f) D.O.T. Emergency Response Guidebook
- g) Eye protection / Face shields (disposable)
- h) Soft (fabric) restraints.
- i) Sharps containers, minimum 3 per ambulance.

8.3 Crew Quarters

8.3.1 Conditions. Every designated crew quarters operated by the District shall be outfitted with a kitchen (to include a microwave, refrigerator, conventional stove and oven, sink), bathroom, heating and air conditioning system, cable TV, and recliners. Crew quarters shall be of sufficient size and layout to comfortably house and accommodate all assigned crewmembers. The District shall maintain crew quarters in a safe and habitable condition and according to all applicable laws, ordinances, and regulations. The District shall promptly attempt all necessary repairs on crew quarters.

8.3.2 Bedrooms. Sleeping areas will be separated with one bed in each sleeping room. Sleeping rooms are designated for crewmembers working 24-hour or half-night shifts.

8.3.3 Office Phone. A business telephone will be available at each crew quarters location. Employees shall utilize their personal cellular phone for making non-business-related calls. Employees utilizing district phones for personal long-distance calls may be subject to the costs incurred.

8.4 Company Paid Immunizations

The District will provide employees with immunizations for communicable diseases related to their employment as recommended by the County Public Health Department and Cal-OSHA Section 5199, Aerosol Transmittable Disease Standard.

8.5 Smoke-Free Workplace

Smoking or vaping is not permitted in any District vehicle, building, or designated work location (e.g., Patterson Fire Station #2 classroom). The District will designate smoking areas at least 25 feet away from any facility entrance in accordance with local ordinance and state law. In cases of dispute the rights of the non-smoker shall prevail.

8.6 Drug and Alcohol-Free Workplace

8.6.1 Drug, alcohol, and substance abuse free work environment. The Union and the District 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 District 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.

8.6.2 Probable cause. 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 District. 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 with the exception of law enforcement or a licensed medical professional.

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. When available, the person determining such probable cause shall be the Director of Ambulance Operations or other qualified District medical personnel or management. The basis for the District finding probable cause shall be documented on an Incident Report Form.

8.6.3 Post-accident testing. Post-accident testing will be based on the findings, decisions and discretion of the Director of Ambulance Operations or other qualified District medical personnel or management. Testing may be waived only when it can be determined on specific information that the employee had no role in the cause of the accident.

8.6.4 Testing after Accident or incident. All applicable employees directly involved in a work-related accident or incident must submit to alcohol and drug testing. In case of an accident, the employee must be tested as soon as possible, not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Such testing shall be at the District's expense.

ARTICLE 9: SENIORITY

9.1 Seniority Lists and Application

Seniority lists will be maintained by the District, and will be made available to the Union at any time upon request.

9.2 Seniority for Scheduling

9.2.1 Lists. Four separate seniority lists will be maintained by Status, Full-Time or Part-Time, and Classification, Paramedic or EMT.

9.2.2 Establishment. Seniority for Scheduling dates will be established by using the following criteria in the following order:

- a) Date of hire into new Classification (Paramedic, EMT)
- b) Date of hire into current Status (Full-Time, Part-time)
- c) Stanislaus County Certification / Full Accreditation
- d) Original State Certification Date
- e) In the event one through four are the same date, a draw by lot by a shop steward during the orientation period, in the presence of a District representative.

9.2.3 Moves. Seniority for Scheduling within Classification and Status with the following moves:

- a) An employee, who changes job classification from EMT to paramedic will be placed at the top of the EMT Seniority for Scheduling list until such time as they complete two-hundred-forty (240) hours worked as second medic and then shall be placed on the bottom of the paramedic Seniority for Scheduling List.
- b) An employee (not in a probationary period) who changes job classification, paramedic to EMT, will be placed at the top of the EMT seniority list for scheduling.
- c) An employee in their EMT to paramedic probationary period who elects to return from paramedic to EMT will resume their prior EMT seniority in their previous status.
- d) A Part-Time employee who becomes a Full-Time employee will be placed at the bottom of the applicable seniority list.
- e) A Full-Time employee who is approved, at the sole discretion of the Director of Ambulance Operations according to the needs of the District, to change status to

Part-Time retains their Full-Time Seniority for Scheduling Date on the Part-Time list. (If they return from Part-Time to Full-Time Article 9.2.3(d) applies. An employee that goes from Full-time to Part-time and back to Full-time may be granted their initial Full-Time seniority date if special circumstances exist as determined between the District and the Union.)

- f) When changing classifications from Part-time to Full-time and vice versa, the effective date will be when the employee starts being scheduled the changed hours.

9.3 District Seniority

9.3.1 District Seniority is used for Layoff and Recall, PTO, and Vacation requests:

9.3.2 District Seniority dates will be established by using the following criteria in the following order:

- a) Date of hire with continuous employment in Part-Time or Full-Time status
- b) Original Stanislaus County Certification / Full Accreditation
- c) Original State certification date
- d) Date and time of application for employment
- e) In the event one through four are the same date a draw by lot by a shop steward during the orientation period, in the presence of the Director of Ambulance Operations or designee.

9.4 Seniority for Benefits

9.4.1 Pay Step increases may be granted after fulfilling the following criteria:

- a) Full-Time (FT 120, FT 144) – Every 12 months after Hire Date into Status and Class
- b) Full-Time (FT 72, FT 96) – Completion of 2,340 hours worked and not less than 12 months
- c) Part-Time – Completion of 1,560 hours worked and not less than 12 months

9.4.2 Paid Time Off Accrual steps are counted in one-year periods according to the following criteria:

- a) Full-Time (FT 120, FT 144) – Every 12 months after Hire Date into Status and Class
- b) Full-Time (FT 72, FT 96) – Completion of 2,340 hours worked and not less than 12 months
- c) Part-Time – Completion of 1,560 hours worked and not less than 12 months

9.5 Loss of Seniority / Possible Termination

An employee shall lose all seniority rights, and may be subject to termination, for any of the following reasons:

1. Resignation.
2. Discharge for just cause.
3. Failure to respond to the District upon recall to full time work following layoff within one week after receiving notice by certified mail. This shall not apply if the Union and the District agree to extend the time limit.
4. Failure to report to work at the conclusion of an authorized leave of absence unless an extension is approved by the District.
5. Accepting a DPHCD position outside of the PDA Ambulance bargaining unit.

9.6 Probation

9.6.1 District Probationary Period. Employees newly hired to the District shall be required to undergo a District Probationary Period. The District Probationary Period shall be one (1) calendar year or 780-hours worked, whichever occurs later. The District reserves the right to extend the initial probationary period at its sole discretion.

9.6.2 Termination during Initial Probation. During the initial probationary period, any employee may be terminated without recourse to the Grievance process.

9.6.3 Promotional Probationary Period. Existing employees who have completed their initial District Probationary Period and are later hired into a paramedic position shall serve a Promotional Probationary Period for six months or 1,000 hours whichever occurs later.

9.6.4 Return Rights. Promoted employees have the right to return to their former position at any time during the first thirty (30) calendar days following appointment to the position, except if the District has taken an affirmative step towards filling the previously vacated position or the employee previously exercised the return right in this article. In that case, the promoted employee may apply for their previous position.

9.6.5 Performance Evaluation. There shall be written performance evaluations during and at the end of all probationary periods.

9.6.6 Work as a Second Paramedic. Newly hired or licensed paramedics shall be required to work as second paramedic on a unit until cleared to work as a solo paramedic by, and at the sole discretion of, the Director of Ambulance Operations. Any paramedic may be restricted to work as a second paramedic as a condition of a Clinical Performance Improvement Plan which shall not be subject to the Grievance Process.

9.6.7 Seniority during Probation. Seniority shall accrue during probationary periods.

9.7 Hiring and Promotions

9.7.1 Management Right. Hiring and promotion decisions are deemed a management right in the sole and exclusive discretion of the District. The District reserves the right to make all hiring and promotion decisions based on the needs of the District and hiring the best overall candidate for the position.

9.7.2 Announcements. Job announcements shall be posted on appropriate bulletin boards in District facilities at least ten (10) working days prior to the final filing date, which shall be printed on the job announcement. Any employee interested in the position must apply during that period.

9.7.3 Senior Three. The three most senior bargaining unit members holding all qualifications and applying for a posted position will be interviewed.

9.7.4 Outside Applicants. The District retains the right to interview any number of outside applicants it wishes.

9.7.5 Current Employees. All current employees in good standing (no current disciplinary issues pending) shall receive preferential consideration over outside applicants based on their seniority and performance. Such consideration does not require that a current employee must be

hired over an outside applicant. The District may exercise its discretion to hire an outside applicant when the District feels it is appropriate to do so.

9.8 Special Events

The District reserves the right in its sole discretion to select employees for Special Events as it deems appropriate.

ARTICLE 10: HOURS WORKED

10.1 Work Week / Pay Period / Pay Checks

The work week begins at 0800 hours on Sunday and ends at 0759 the following Sunday. An employee's work week will begin at the time of reporting to their first shift occurring on or after Sunday and will continue until their last shift or extension thereof, occurring on or before the following Saturday. Pay periods will consist of two consecutive workweeks. Payday is designated as the Thursday following the end of the pay period. Barring extenuating circumstances, paychecks will be available after 1700 hours on day preceding payday at the District's office or individual mailboxes in the Crew Quarters Office. Employees may elect to participate in the Districts automatic deposit program at no cost to the employee.

10.2 Hours of Work

10.2.1 Purpose of Article. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

10.2.2 Shifts and Shift Changes. It is the intent of the parties to utilize 12-hour or 24-hour shifts. The District has the right to determine, establish, and change work schedules including starting times, lengths or types of shifts, and the mix of different types of shifts. Prior to implementing shift changes, the District will inform the Union and bargain the impacts of such changes.

10.2.3 Full-Time, Part-Time

- a) A Full-Time Employee is defined as an employee who is regularly scheduled to work a schedule predetermined by the District which consists of seventy-two (72) to one-hundred twenty (120) or more hours per pay period for field employees. The seventy-two (72) to one-hundred twenty (120) hours or more per pay period may be modified by mutual agreement between the Union and the District.
- b) A Part-Time Employee is defined as an employee is regularly scheduled to work twenty-four (24) or more hours per 28 days (two pay period). If the District employs 12 or more full-time employees for the current two 24-hour units, the requirement will drop to work twelve (12) or more hours.
 - i. A part-time employee does not work the minimum number of hours in 28 days shall be placed on the mandatory shift list.
 - ii. When the District is unable to find a volunteer for an open shift, part-time employees on the mandatory shift list will be called in order of who has not worked in the longest period.
 - iii. Part-time employees can stay off the mandatory list by working their minimum hours every 28 days.
 - iv. A part-time employee on the mandatory list will have one pass to use per rolling twelve-month period.

- v. A part-time employee on the mandatory list who refuses a mandatory shift, and has already used their pass, shall be subject to discipline, up to and including termination.

10.2.4 Hold Over at End of Shift

It is recognized that there may be instances in which an employee is unavoidably held over past the scheduled end of their shift due to a late emergency incident or other emergent circumstance. Holdover due to emergency incidents or emergent circumstances is excluded from this section. In so holding over, neither the employee(s) nor the Union waives their right to later grieve the correctness of the District's determination regarding the existence of emergency circumstances and to seek greater premium compensation.

- a) Holdover deemed non-emergency will not exceed two-hours without employee consent.
- b) All holdover will be documented on the employee's time sheet.
- c) For employees that have worked less than 40 hours in the pay week, holdover pay will be at one and one-half (1-1/2) times the employee's regular rate of pay. For employees that have worked in excess of 40 hours in the pay week, holdover pay will be at two (2.0) times the employee's base rate of pay.

10.3 Scheduling

The District shall, in advance, set a schedule pursuant to the District's Scheduling Policy.

10.3.1 MVEMSA Requirements. The District will staff ambulances in compliance with provider agreement with MVESMA, currently ALS units require one (1) paramedic and one (1) EMT at a minimum.

10.3.2 Preferred Staffing Ratio. The District's preferred staffing ratio is three (3) paramedics and one (1) EMT based on two (2) 24-hour units. The District reserves the right to schedule to best match the needs of the District.

10.3.3 Filling Open Shifts. After preliminary and part-time scheduling periods, all shifts that can be filled will be assigned. Any open shifts with a viable scheduling option (i.e., person requesting shift is capable of filling shift requirement of EMT or Medic) will be scheduled

10.3.4 Scheduled Overtime. Full-time employees with over their regular full-time hours (i.e., 72, 96, 120, 144) scheduled in a single pay period may, with seven days advance notice have hours over their regularly full-time schedule reassigned to another employee to accommodate new or returning employees.

10.4 Temporary Vacancies / Call-off and Shift Coverage

Temporary vacancies created by employee call-off or otherwise unfilled open shifts will be filled according to established policy.

10.5 Shift Trades

Established scheduling policy governs the use of shift trades.

10.6 Two Employees, Same Assignment

If two (2) employees report for the same assignment, they will attempt to mutually agree on who will work. In the absence of mutual agreement, the employee regularly scheduled for that assignment shall work. In the event neither employee is regularly scheduled for that assignment, the employee in an overtime status will not work. If neither or both employees are in an overtime status, the most senior employee will choose whether to work. Should the most senior employee decide not to work the employee with the less seniority must work.

10.7 Non-Voluntary Shift Relief

In cases where an employee is relieved of duty prior to the end of the scheduled shift, those affected employees will have priority for call-back providing the 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.

10.8 Meal Periods

Employees shall be allowed three (3) paid meal periods of reasonable duration in a twenty-four (24) hour shift. Shifts of twelve (12) hours or less (excluding special event standbys) will be allowed reasonable meal periods as appropriate, which may only be interrupted by the District (dispatch) to respond to calls and their resultant posts. Employee(s) on a long-distance transport (i.e., more than 45-mile radius from the station) will be allowed a reasonable meal-stop at a restaurant while in a direct route back to the required station/post.

10.9 Sleep Time

Employees working a 24-hour shift will be allowed a paid designated sleep period from 21:00 to 07:00 that will only be interrupted by emergency incidents or post move assignments.

10.10 Reporting for Work

Employees will report for work and be ready to respond to an emergency incident no later than their assigned start of shift time and will remain on duty, barring extenuating circumstances, until properly relieved. If held over at the end of the shift, see Section 10.2.4.

10.11 Job Abandonment

Barring extenuating circumstances, any employee who fails to report to work or to obtain approved use of PTO or other leave for his or her absence for two (2) consecutive scheduled shifts, including pre-scheduled overtime shifts, shall be considered to have abandoned his or her job and to have voluntarily separated from employment with the District. Nothing in this section precludes the District from disciplining an employee, who is not separated under this section, for "just cause."

10.12 Call-in / Callback Pay

Employees who are called in to work or called back to work from their homes to perform extra work shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay at the appropriate wage rate. The sole exception to this shall be for employees called back for training, in which case the employee will be paid for actual hours in training or a minimum of two (2) hours, whichever is greater, at the appropriate wage rate.

10.13 Reporting Pay

Employees who are requested to report to work, or who are scheduled to work, and come to work without receiving prior notice that no work is available shall be paid for four (4) hours of pay at the appropriate

wage rate. The provisions of this section shall not apply if acts of God or failure of utilities prevents or interferes with the ability to notify the employee not to report for work at least two (2) hours before the scheduled time to work.

10.14 Outside Employment

Work requirements, including District overtime (scheduled and/or nonscheduled), will have precedence over any outside employment. Employees who are unable to maintain a high standard of work performance or are unable to report to duty as required by the District as a result of outside employment will be subject to appropriate corrective action up to and including termination.

10.15 Timecards

Employees are required to document all hours worked, paid time off, off-duty and other types of leave for each day of the pay period, on a District provided timecard. Personnel will only be paid for hours on the timecard which are correct. Any timecards that are not signed, filled out correctly, or are late will be returned to the employee for correction. If a discrepancy occurs, the Supervisor will make a reasonable attempt to contact the employee and, if unsuccessful, will complete a temporary time sheet at base hours to be corrected in the next pay period.

ARTICLE 11: WAGES

11.1 Wage Rates / Regular Rates of Pay

Upon ratification of this Agreement, effective the first pay period following the effective date of this Agreement, all employees will be moved to the new salary schedule at their current pay step. The District shall increase base salaries for all job classifications covered by this MOU according to the following schedule:

- Compress Scale from 8 Steps to 5 Steps September 1, 2019
- 3% increase effective September 1, 2019
- 3% increase effective July 1, 2020
- 3% increase effective July 1, 2021
- 3% increase effective July 1, 2022

11.2 Wage upon Appointment

The District will, at the sole discretion of the Director of Ambulance Operations, determine the appropriate starting pay step for employees new to or returning into the bargaining unit.

11.3 Pay Step Increases

All Regular employees are eligible to receive Pay Step increases as defined in Article 9.4.1 – Seniority for Benefits.

11.4 Wage upon Change of Classification

EMTs who become paramedics and are subsequently hired by the District as a paramedic shall be placed on the paramedic wage scale as follows:

11.4.1 If the employee's wage as an EMT is lower than the starting rate for Paramedic at the time of advancement, the employee will be placed at the Paramedic starting rate. An EMT moving to Paramedic classification will receive a minimum 5% wage increase which may require starting at the second Paramedic pay step.

11.4.2 If the employee's wage as an EMT is higher than the starting rate for Paramedic at the time of advancement, the employee will be placed at the Paramedic pay step closest to, and at least 5% more than, the EMTs wage rate at the time of advancement.

11.5 Overtime

The District as a California local government agency is subject the Federal Fair Labor Standards Act (29 U.S. Code Chapter 8). Overtime for any employee will be paid for hours worked after forty (40) hours worked in the workweek as defined in Article 10 - Hours. Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay.

11.6 Holdover Pay

For employees that have worked less than 40 hours in the pay week holdover pay will be at one and one-half (1-1/2) times the employee's regular rate of pay. For employees that have worked in excess of 40 hours in the pay week, holdover pay will be at two (2.0) times the employee's base rate of pay. Holdover pay does not apply if the individual is assigned to an emergency incident.

11.7 Pay Rates for Work on a Holiday

11.7.1 Holidays. The District recognizes the following days when worked are eligible for Holiday Pay in the Ambulance Department:

- a) New Year's Day
- b) Memorial Day
- c) Independence Day
- d) Labor Day
- e) Thanksgiving Day
- f) Christmas Eve
- g) Christmas Day
- h) New Year's Eve

11.7.2 Holiday Shifts. Holidays, for the purposes of this section shall be recognized starting at 8:00am on the date of the holiday through 7:59am on the date following the holiday (thereby covering the shift that begins on the date of the holiday through to the end of that shift).

11.7.3 Holiday Wages. All employees who work on a holiday as recognized in this section shall receive holiday wages at one and one-half (1.5) times of his/her regular straight time hourly rate of pay for each hour worked on a recognized holiday.

11.7.4 Holiday Overtime. All employees who on a holiday as recognized in this section on his/her regular overtime shift will receive an additional half of their regular rate to total double-time. Only employees working during the holiday period will receive holiday pay.

11.8 Bilingual Language Differential

11.8.1 Spanish. The District recognizes the benefit for EMS employees who speak Spanish well and will pay an hourly differential to employees who qualify.

11.8.2 Qualified Employees. Non-probationary, Full-Time and Part-Time Employees who are fluent in Spanish and believe they are qualified must apply to Human Resources to take a Spanish language proficiency test. Employees who are deemed proficient in Spanish, and translating between English and Spanish, will receive the Spanish speaking differential beginning with the pay period after qualifying.

11.8.3 Differential Rate. The amount of the differential shall be \$0.25 (twenty-five cents) per hour for qualified Full-Time and Part-Time employees. The language differential pay shall be included in the regular rate of pay for purposes of calculating the overtime pay rate.

11.8.4 Proficiency Re-Examination. Employees receiving this premium may be required, at the District's discretion, to be re-tested annually to continue to receive the premium.

11.9 Field Internships and Preceptor Pay

11.9.1 Student Eligibility: The District must have a valid agreement with the paramedic student's training program and the paramedic student must be in good standing with their training program.

11.9.2 Preceptor Eligibility and Approval:

- a) To be eligible to precept a paramedic student a paramedic must have completed a preceptor training course, have any required local EMSA authorization, not be delinquent in any training assignment or requirement, not currently subject to a Performance Improvement Plan (PIP), and not currently under review by any State or Local EMS Authority.
- b) Paramedics may precept paramedic students only with the approval of the Ambulance Director.
- c) The placement of a specific paramedic student with a specific PDA preceptor will be made by mutual agreement between the preceptor and the Ambulance Director.
- d) Reasons for termination of the field internship, including Preceptors failing to meet preceptor performance criteria throughout the assignment, are listed in the terms of the PDA Preceptor Student Agreement.

11.9.3 Standard Field Internship Fee and Preceptor Pay:

- a) Non-Employee Students: A field internship fee of \$1,000 will be charged for paramedic students not employed by the District. The fee is nonnegotiable.
 - i. At the successful conclusion of the field internship, the fee will be paid to the preceptor through the normal District payroll system on a special check apart from their normal payroll check. All appropriate tax withholdings, required deductions, and union fees will apply.
 - ii. Any preceptor fees remitted on the student's behalf by their training institute in excess of \$1,000 will be appropriately refunded to the student.
 - iii. A preceptor may not negotiate or discount the standard preceptor fee, nor may a preceptor charge any fee in excess of the standard field internship fee.
- b) Students Employed by the District: Preceptor fees will be waived for paramedic students employed by the District. In this circumstance, the preceptor will be credited \$600 toward the cost of a training activity, conference, or program meeting California paramedic continuing education requirements.

11.10 Paid Time Off (PTO) & Wages

11.10.1 PTO is Considered Hours Worked. Using Paid Time Off is considered hours worked for the accrual of seniority, benefits, and Paid Time Off.

11.10.2 PTO, Work, and Overtime Pay. When ambulance employees use PTO, they will be paid overtime for all paid hours over forty (40) per week.

ARTICLE 12: LEAVES OF ABSENCE

12.1 Leaves Mandated by Law

Employees covered by this agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave, voting, and school activities leave. Information on the requirements and procedures for properly requesting and taking legally mandated leave may be obtained from the District's Human Resources Department.

12.2 Bereavement Leave

12.2.1 Immediate Family. After receiving supervisory approval, Full-Time employees may take time off because of the death of an immediate family member. The District defines "immediate family" to mean an employee's spouse, parent, stepparent, child, step-child, sibling, step-sibling, mother-in-law, father-in-law, grandparent, grandchild, significant other, domestic partner, child of a domestic partner, or in loco parentis.

12.2.2 Verification. The District reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

12.2.3 Amount of Leave. The equivalent of one-week regular schedule of paid bereavement leave will be provided per incident. Bereavement pay is calculated to be equivalent to 50% of the employee's regular earnings based on their regularly scheduled hours during a pay period (e.g., bereavement leave available to a FT 120 is 60-hours even when their regular schedule is 48 hours in the first week and 72 hours in the second week of each pay period, or a FT 72 who works all 72 in one of the two pay period weeks is granted 36-hours of bereavement leave).

12.2.4 Timing. Bereavement leave must be taken within fourteen (14) days of the date of the death. Supervisory exceptions may be made to attend the funeral service/celebration of life if outside of the 14 days.

12.2.5 Use of PTO. Any employee may, with supervisory approval, use available PTO for additional time beyond that provided for in the section or for when an employee is bereaved due to the death of a person not in the employee's immediate family.

12.2.6 Supervisory approval. Supervisory approval of bereavement leave will not be withheld except in the presence of unusual operating requirements.

12.3 Jury Duty Leave

12.3.1 Summons to Serve. Employees must show the jury duty summons to the Director of Ambulance Operations or designee as soon as possible upon receipt so arrangements may be made to accommodate the employee's absence. Employees are expected to report for work whenever the court schedule permits. Either the employee or the District may request that the employee be excused from jury duty if, in the District's judgment, the employee's absence would create serious operational difficulties.

12.3.2 Amount of Leave. The District recognizes that employees may need to fulfill their civic responsibilities by serving jury duty when required. Full-Time employees may receive up to 7-calendar days of paid jury duty leave over any rolling twelve (12) month period.

12.3.3 Pay during Jury Duty Leave. Exempt employees will continue to be paid their full salary if they do any work during the workweek. Jury duty pay for non-exempt employees will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. The employee will be required to submit evidence of court reimbursement and his or her wages will be reduced by that amount.

12.3.4 Extended Jury Duty. If an employee is required to serve on a jury beyond the period of paid jury duty leave, he or she may use any available PTO, or may request an unpaid jury duty leave of absence. PTO and sick leave benefits will not continue to accrue during any unpaid jury duty leave period, and will resume upon the employee's return to active status with the District.

12.3.5 Benefits. During extended jury duty service, the District will continue to provide insurance benefits for which the employee is otherwise eligible, until the first of the month following the first full month of unpaid jury duty leave, subject to the terms, conditions, and limitations of the applicable plans. After that time the employee will become responsible for the full costs of these benefits if he or she wishes coverage to continue. When the employee returns from jury duty, benefits will again be provided by the District according to the available and applicable plans.

12.3.6 Submitting proof of Jury Service. Employees must submit proof of service once jury duty is completed.

12.4 Emergency Duty Leave

12.4.1 Notification. Employees must provide proof of status on any Emergency Response Team (including volunteer firefighter, peace officer, an employee or member of a disaster response entity) at least one month prior to request for leave. Employees must provide disclosure of their obligation for emergency duty volunteer activities prior to requiring time off.

12.4.2 Approval for Time Off. Based on the needs of the District and at the sole discretion of management, if you are a volunteer firefighter, peace officer, an employee or member of a disaster response entity sponsored or requested by the state, you may be granted time off for emergency duty. Request time off as soon as possible by notifying the Director of Ambulance Operations and the Administrator. You may also request unpaid leave for required training. Leave for training will be granted at the sole discretion of the Director of Ambulance Operations according to operational needs.

12.5 Return to Work Requirements

All employees on leave due to work injury/illness, non-work injury/illness, or other leave greater than thirty (30) continuous days may be subject to re-orientation and evaluation prior to returning to normal duties. MVEMSA requires the District to ensure personnel are competent prior to performing clinical skills in the field. Evaluation and/or re-orientation will be completed in a paid status and according to the Return to Work Requirements after Leave of Absence policy before being cleared to field duty.

ARTICLE 13: PAID TIME OFF (PTO)

13.1 Paid Time Off (PTO) Accrual

13.1.1 PTO Accrual. PTO benefits begin to accrue from date of hire. All employees will accrue and may use PTO according to current law and District policy. Article 13: Paid Time Off (PTO) shall prevail over any District policy that conflicts with this section.

13.1.2 PTO Includes Paid Sick Leave. The PTO accrual includes paid sick leave in compliance with the Healthy Workplaces, Healthy Families Act of 2014.

13.1.3 PTO Accrual Rate. Full-Time Employee PTO hours are accrued based on the number of months of full-time District service. Regular Part-Time Employee PTO hours accrue at the rate of one (1) hour per 30 hours worked.

13.1.4 PTO Accrual Schedule.

Cumulative Full-Time Employment	Old Accrual Hrs/pp	Total PTO Weeks	Total PTO Hours	Vacation			Hourly Accrual Rate	Max PTO Accrued Hours
				2+ wks	1.2 wks	1.7 wks		
Yrs 1-4/Mos 1-48	11.308	4.90	294	120	72	102	0.09417	588
Yrs 5-8/Mos 49-96	13.615	5.90	354	180	72	102	0.11346	708
Yrs 9-12/Mos 97-144	15.923	6.90	414	240	72	102	0.13269	828
Yrs 13+/Mos 145+	18.231	7.90	474	300	72	102	0.15192	948
Part-Time Employee	Accrue PTO at 1 hour per 30 hours worked (1:30)						0.03333	n/a

13.1.5 Use of PTO. PTO may be used after 90 days of employment and per PTO availability. Use of PTO is per District Policy and this MOU.

13.2 Annual Vacation Bidding

13.2.1 Annual Bid by Seniority. Employees shall submit, by December 31 of each year, their preferences of vacation for the upcoming vacation year (February 1 to January 31). District Seniority will be the deciding factor in case of conflicts over requested vacation days during this scheduling phase.

13.2.2 Subsequent Requests for PTO. The District shall post the full twelve (12) months of vacation availability schedule in a location accessible to all employees for viewing. Vacation requests submitted after December 31 will be evaluated on a first come, first served basis.

13.2.3 Number of Employees off at Once. Only one (1) employee shall be guaranteed pre-scheduled vacation at a time. Additional requests may be granted subject to substitute employee availability and at the sole discretion of the Director of Ambulance Operations.

13.2.4 Trading Pre-Scheduled Days. Trading of vacation days will be permitted with mutual consent of the employees and the Director of Ambulance Operations. The trade request must be submitted in writing and signed by both employees.

13.2.5 Response to PTO Requests. PTO requests further than two weeks out shall be submitted with a date and time stamp, either electronically or through the District office, and shall be either approved or denied within 72 hours.

13.2.6 Less Than Two Weeks' in Advance PTO Request - Coverage Solution Required. PTO requests submitted with less than two weeks advance notice shall be approved as soon as coverage is confirmed. The Director of Ambulance Operations will post the available shift(s) for other employees to request. If the employee requesting the PTO submits a "solution" (i.e., a substitute employee who agrees to cover for the requested PTO), the Director may decide to accept that solution without posting the shift. If the substitute employee is scheduled but then cancels the PTO coverage, the requesting employee is once again responsible for providing coverage.

13.3 Full-Time Employees Extended Sick Leave (ESL)

13.3.1 Short Term Disability Program. All Full-Time employees are eligible to use Extended Sick Leave which is a benefit intended to be coordinated with SDI or PFL income benefits or for income after one week of PTO use during qualified FMLA/CFRA leave.

13.3.2 Not a Vested Benefit. ESL is not a vested benefit. It has no cash value, may not be cashed out like PTO, and is not paid out upon separation.

13.3.3 Accumulation. ESL is accumulated for each hour worked and increases at each step by one week of ESL accrual per year.

Cumulative Full-Time Employment	ESL Hours/Year	ESL Accrual Rate
Yrs 1-4 / Mos 1-48	60	0.01923
Yrs 5-8 / Mos 49-96	120	0.03846
Yrs 9-12 / Mos 97-144	180	0.05769
Yrs 13+ / Mos 145+	240	0.07692

13.3.4 Use of ESL. Redemption of ESL is per District Policy.

ARTICLE 14: HEALTH AND WELFARE BENEFITS

14.1 Health Insurance

14.1.1 Health Insurance Plans. The District will provide eligible employees with Medical, Dental, and Vision insurance. Eligible persons shall be those who are full-time employees and their dependents.

14.1.2 Regulatory Changes. The District reserves the right to change or modify the program available to eligible employees in accordance with applicable law, such as the issuance of regulations for the Affordable Care Act, including regulations regarding employees for whom health insurance must be provided.

14.1.3 Share of Premium Cost. The District shall pay the employee and dependents monthly premium for Medical, Dental, and Vision insurance at a rate of 80% by the District and 20% by the employee.

14.1.4 Cost Increases. The District reserves the right to meet and confer regarding health insurance coverage if any insurance premium in its aggregate increases more than ten percent (10%) higher than the previous year.

14.1.5 Reopener of this Article only. Discussion and negotiation on health benefits (medical dental and vision) shall not be an opener to negotiate any other aspect of this MOU.

14.1.6 Plan Documents are controlling. Employees should consult the Medical, Dental, and Vision Summary Plan Descriptions for more complete information about eligibility and the details of each insurance plan.

14.2 Life Insurance

The District agrees to provide term life insurance for all represented personnel in the amount of \$100,000.00 at no premium cost to the employee. Employees are responsible for any additional taxes. Employees shall have the option to buy additional coverage at their own expense, if available.

14.3 Retirement Plans

14.3.1 Governing Documents. The provisions of the plan documents will govern eligibility, contributions, District matching, and vesting.

14.3.2 Eligibility. Employees covered by this Agreement shall have the right to participate in each District Retirement plan according to its eligibility requirements, vesting, and other provisions as defined in the plan document.

14.3.3 Plan 1-Defined District Contribution. Pursuant to the plan document, for each plan year, for each eligible full-time employee, the District will contribute 4% of an eligible employee's wages to an individual employee self-managed account. Employees covered under this Agreement shall be 100% vested at five (5) years of qualifying service (i.e., works 1000+ hours from July 1 through June 30).

14.3.4 Plan 2- District Matching Contribution. Pursuant to the plan document, for each qualifying plan year, for each eligible full-time employee, the District will make a matching contribution equal to 50% of each eligible employee's Elective Contributions during the plan year that do not exceed 6% of the employee's wages to an individual employee self-managed account. Employees participating Plan 2 are immediately vested.

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

14.4 Continuing Education (CE)

14.4.1 In-service programming. To ensure that District employees have the opportunity to keep abreast of changes in the dynamic health care field, the District offers various in-service programs. Employees will be made aware of these CE programs by the Director of Ambulance Operations or designee.

14.4.2 Annual Hours Available. Full-Time employees will be compensated a designated number of hours per year for CE, according to classification. Paramedics will be paid for a maximum of 24 CE hours per year. EMTs will be paid for a maximum of 12 CE hours per year.

14.4.3 National Registry of Emergency Medical Technicians (NREMT).

The District recognizes the value of employees who maintain professional certification in the NREMT. Paramedics who are registered with the NREMT can be paid for six (6) additional CE hours per year to meet the 60 CE biennial requirement. EMTs are only required to provide 20 CE's to maintain their registry which is covered by the annual 12-hour allocation.

14.4.4 How calculated. Employees are paid one hour for one unit of qualifying CME. Qualifying CE are classes which count towards the MVEMSA/Stanslaus County biennial recertification of 24 hours for EMTs, State of California relicensing requirements of 48 hours for paramedics, or NREMT recertification.

14.4.5 Payment. All payment for CE hours will be made at the employee's regular rate of pay. No overtime shall be paid for CE hours. Payment for CE hours shall be made only for hours actually spent in a classroom or the equivalent (e.g., online CE).

14.4.6 Restrictions. The District reserves the right to reject requests for CE hours during on-duty hours and/or reimbursement where the course is not within the employee's scope of employment. No payment for CE shall be made where the CE activity takes place while the employee is acting in a paid status by a different employer. Time spent by an employee acting as a preceptor shall not be separately compensated as CE.

14.5 Employee Re-certification and Re-licensure Fees

14.5.1 Qualifying fees. The following licenses / certifications required by the State or County shall be reimbursed by the District to all Full-time Paramedics and Full-time EMTs:

- a) MVEMSA county EMT-B, or EMT-P accreditation fee
- b) California State EMT-B certification or EMT-P license fee
- c) ACLS class
- d) BTLS/PHTLS class
- e) Basic Cardiac Life Support Card class
- f) PEPP / PALS class.
- g) CA DMV Ambulance Driver's Certificate fee
- h) Medical Certificate examination fee

14.5.2 Procedure. The paid receipt for the class or fee, a copy of the renewed license, certificate or accreditation, and a signed statement that the employee is not receiving and has not received reimbursement for this expense from any other source are required to apply for reimbursement of fees.

14.5.3 Payment. Reimbursement requests by Thursday at 5:00 PM will be paid on the employee's next paycheck.

14.6 Employee Assistance Program (EAP)

14.6.1 Plan. The District will establish, maintain, and pay one hundred percent (100%) of the plan premium for EAP.

14.6.2 Critical Incident Stress Debriefing. FT and PT employees shall have access to a critical incident stress debriefing service (CISD) through Stanislaus County for which District will pay any costs. The District will allow shift relief for any employee requesting CISD as soon as practical or as soon as the system allows. Employees will not suffer any wage loss for any work related CISD debriefing.

14.6.3 Emergency Relief. The District will allow emergency shift relief, for the following reasons, with supervisor approval:

- a) Family illness or injury, as defined by FMLA or CFRA;
- b) Employee illness or injury; or
- c) To attend a CISD, with confirmation by a CISD team member.

14.6.4 Forfeiture of Shift. Any employee requesting Emergency Relief will forfeit, or may use PTO, for the remaining hours/pay on that shift unless the relief is for an approved CISD or an injury sustained on the job.

ARTICLE 15: MANDATORY MEETINGS

15.1 Required attendance is paid

The District has the right to call meetings that 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 District meeting.

15.2 Scheduling

The District will schedule at least two dates and times for any such mandated meetings and will provide at least three (3) weeks of notice to all employees.

15.3 Missed Mandatory Meetings

It is understood an employee not attending a mandatory District meeting may not be allowed to work or scheduled to work until they have made up the material, except when the employee was working for the District on all offered days.

15.4 Responsibility for Make-up Classes

15.4.1 Worked for District on all Offered Days. The District will provide a make-up class without loss to the employee when District personnel instructed the class and the employee was working for the District all the offered days.

15.4.2 Did not work for District on all Offered Days. If the employee was not scheduled to work for the District all the offered days and District personnel instructed the class, the District will make every effort, to offer a make-up class within two (2) weeks of the training but is not required to accommodate the schedule of any one individual employee.

15.4.3 Instructor not District Employee. If the employee was not scheduled to work for the District all the offered days and District personnel were not the class instructors, the employee will be responsible to contact the instructor and arrange to make-up the class material.

15.5 Failure to attend

Failure to attend, or make-up within two weeks of the last class, mandatory District meetings may lead to disciplinary action up to an including termination.

ARTICLE 16: UNIFORMS

16.1 Wearing of Uniforms

16.1.1 Standards. The District has the right to establish and maintain standards concerning employee wear and use of uniforms.

16.1.2 On-Duty. All employees shall, consistent with District uniform policy, wear the appropriate District approved uniform while on-duty.

16.1.3 Provision. The District will provide all uniform components for full and part-time employees as detailed in this agreement.

16.1.4 Uniform Fit. Uniforms shall be properly sized for the employee.

16.1.5 Insignia. Uniforms shall have all appropriate patches and identification sewn or appropriately affixed to the uniform. The District prohibits unauthorized buttons, patches, or pins from being worn on the uniform except for legally permissible union insignia.

16.1.6 Optional Uniforms. Uniform of the Day and dress-down options are defined in District policy. Dressing down while in the station, performing station duties, or during sleep periods is allowed as long as it does not delay turnout time for emergency responses.

16.1.7 Off-Duty. Employees are generally prohibited from wearing District uniform components while off-duty. However, the District recognizes there may be incidental wear (e.g., grocery store, gas station) while in transit to or from work. Employees will be held responsible for their conduct at all times when wearing any District insignia.

16.2 Uniforms Provided

16.2.1 Provision. For all work covered by this Agreement, the District shall furnish all forms of personal protective clothing required by the District, State, or Federal law, rule, or regulation.

16.2.2 Inventory. All employees shall sign a personalized written uniform inventory indicating what uniform components are in their custody, the life expectancy, and replacement cost.

16.2.3 Duty Boots. Employees may wear their own duty boots provided the footwear meets District specifications to provide the wearer with ankle support and protection from toe impact/compression and sole puncture.

16.2.4 Full-Time Inventory. Full-time employees shall be provided with the following uniform components:

Two (2)	Uniform shirts – short sleeve Class B (Button-up)
One (1)	Uniform shirts – long sleeve Class B (Button-up)
Two (2)	Uniform shirts – Class C (Polo-style)
Three (3)	Uniform shirts – Class D (short sleeve T-shirt)
Two (2)	Uniform shirts – Class D (long sleeve T-shirt)
Three (3)	Uniform pants
One (1)	3-piece jacket with hood
One (1)	Department approved ball cap style hat, if requested.
One (1)	Department approved beanie cap, if requested.
One (1)	Name tag
One (1)	District badge
One (1)	Leather belt and gold-colored buckle
One (1)	Basic sweatshirt
One (1)	PDA Job shirt (collared sweatshirt)

16.2.5 Part-Time Inventory. Part-time employees shall be provided with the following uniform components:

One (1)	Uniform shirt – short sleeve Class B (Button-up)
One (1)	Uniform shirt – long sleeve Class B (Button up)
One (1)	Uniform shirt – Class C (Polo-style)
Two (2)	Uniform shirt – Class D (long or short sleeve T-shirt)
Two (2)	Uniform pants
One (1)	3-piece jacket with hood
One (1)	Department approved ball cap style hat, if requested.

- One (1) Department approved beanie cap, if requested.
- One (1) Name tag
- One (1) District badge
- One (1) Leather belt and gold-colored buckle
- One (1) Basic sweatshirt
- One (1) PDA job shirt (collared sweatshirt)

16.2.6 Inspection. Upon execution of this agreement, the District and employees shall perform a uniform inspection within ninety (90) days, and furnish all employees with uniform components listed above.

16.2.7 Financial Responsibility. In the event an employee fails to present any issued uniform component at a uniform inspection, the employee shall be responsible for the Residual Value of the missing uniform and equipment.

16.4.3 Residual Value of Uniform Components. "Residual value" is determined by dividing the replacement cost by the life expectancy in months multiplied by the remaining number of months before the component was due for replacement.

16.3 Uniform Maintenance

16.3.1 Responsibility. Employees are responsible to launder their uniforms to maintain a clean and neat uniform appearance.

16.3.2 Station Laundry. A washer, dryer, and laundry products are available at the station for employees to launder their uniforms.

16.3.3 Maintenance. The District will repair or replace a uniform component when the component is damaged, excessively worn, or is otherwise no longer serviceable. Employees may request a uniform component be evaluated for repair or replacement whenever they deem necessary, however, the decision to either repair or replace the component will be at the sole discretion of the District.

16.3.4 Negligence. An employee will be responsible for the cost of repair or replacement of uniform components lost or damaged due to their negligence.

16.3.5 Boots. The District will reimburse employees up to \$250 every two years for an employee's purchase of District pre-approved safety boots.

16.4 Return of Uniform Components

16.4.1 Inventory. District provided uniforms and equipment indicated on the uniform inventory as having replacement value, must be returned by the employee at the request of the District or upon separation.

16.4.2 Residual Value. In the event an employee fails to present any uniform component upon separation from employment, the District shall deduct from the employee's final paycheck the "residual value" of the missing uniform component(s).

16.5 Employee Appearance

The District has the right to establish and maintain standards concerning personal grooming and appearance and the wearing of uniforms and accessories while on duty.

ARTICLE 17: OPERATIONAL POLICIES, PROCEDURES, AND WORK RULES

District operational policies, procedures, and work rules and regulations shall be made available to employees for their benefit and understanding. Any modifications of these rules and regulations by the District shall be provided to employees and the Union before they are enforced. All notifications of changes in District rules or regulations will be provided to the Union and to employees at least fourteen (14) calendar days prior to implementation, unless mandated by State or County Authority for immediate implementation. The Union shall be provided with an opportunity to discuss changes to operational policies, procedures and work rules that affect wages, hours, and working conditions of bargaining unit employees. Upon expiration of the fourteen (14) day period and if the Union has not requested to meet and confer, the District may implement the proposed changes without further notification or consultation with the Union.

ARTICLE 18: MISCELLANEOUS

18.1 Outside Employment

Outside employment shall be in accordance with applicable laws and regulations. Employees may hold outside jobs as long as they meet the performance standards of the District. Employees holding outside jobs will be held to the same performance standards as other employees and will be subject to the District's scheduling demands, regardless of any existing outside work requirements.

Employees shall not receive any income or material gain from individuals outside the District for materials produced or services rendered while performing job duties for the District. Employees may not work for another company while they are being paid to work for the District. The District will not provide workers' compensation coverage or any other benefit for injury occurring from or arising out of outside employment.

18.2 Contactability

18.3.1 Ability to Recall. The Union recognizes the District has a MVEMSA contractual requirement for the immediate recall of personnel to staff units during multi-casualty situations or declared disaster situations. This contract demands the ability of the District to page and alert off-duty employees

18.3.2 Method of Contact. Therefore, the Union agrees that all bargaining unit members will supply the District with a reliable method of contact. This method is to be a cell phone, with SMS capabilities, as the employee's primary contact number for reasons such as emergency recall, overtime, shift vacancies, disaster recall, or other needed communication.

18.3.3 Phone Number. The District will only be responsible for attempting to contact an employee at the primary contact number they have given. It is also understood that all Employees are responsible for giving any changes in their contact number to management in writing.

18.3 Equipment & Station Responsibilities

18.3.1 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 station and are reflected in District policy and employee job descriptions.

18.3.2 Equipment. Employees shall be obligated to perform vehicle & equipment checks, clean, wash, and restock medical equipment and ambulances. No employee shall be required to do any mechanical work (oil changes, tire changes, etc.) on any of the vehicles.

18.3.3 Station. Employees shall perform daily cleaning, periodic deep-cleaning, and occasional minor maintenance on the station including the apparatus bay and crew quarters. All major and system repairs of the property will be the responsibility of the District.

18.4 Expense Reimbursement

Employees shall be reimbursed for all necessary, pre-authorized expenses incurred and paid on behalf of the District upon presentation of receipts or other proof of payment.

18.5 Labor/Management Committee

18.5.1 Establishment. The District and the Union shall establish a Labor/Management Committee (LMC) covering all Ambulance employees represented by the Union. The LMC shall be composed of an equal number of management and labor representatives, but its meetings shall not be closed to any employee who wishes to attend.

18.5.2 Purpose. The function of the LMC shall be to discuss work-related matters of mutual interest and/or concern, suggest (and monitor the implementation of) improvements in efficiency and working conditions, safety concerns, address minor problems, and promote harmonious working relationships between the employees, the District, and the Union.

18.5.3 Meetings. The LMC shall meet quarterly, dependent upon need, and its meetings shall be conducted via a jointly prepared meeting agenda. If no items are proposed for the agenda, that quarter's meeting need not be held. The LMC may also convene at either party's request, as needed, to address matters that would be untimely for the quarterly meeting.

18.5.4 Limitations. The LMC shall not have the power to change the provisions of this Agreement, to negotiate a new Agreement, or to resolve grievances. Suggestions coming from the LMC that affect wages, hours, and other terms and conditions of employment shall be subject to notice and meet and confer as required by law.

18.5.5 No Loss of Pay. Employees serving on the LMC will suffer no loss of pay or benefits for attending LMC meetings which are held during the employee's work time. Employee attendance at LMC meetings during the employee's non-work hours are not paid and will not be considered as time worked.

18.6 Personnel Files

18.6.1 Authorized Access.

Employees and/or their authorized Union stewards/representatives shall have access, by appointment during normal business hours of the District's Administration Offices, to employee personnel files and other files used for personnel purposes in accordance with legal requirements.

18.6.2 Requesting Copies.

Employees may request copies of specific documents placed in their personnel file. The District will not release information from the employee's file to third parties unless compelled to do so by operation of law or a valid written release signed by the employee.

18.6.3 Adding Corrective Action Documents.

Employees shall be given an opportunity to sign for receipt of each corrective action document or performance document prior to the document being placed in their personnel file. Should the employee refuse to sign such document, the supervisor or management official shall note in the acknowledgement section that the employee refused to sign and shall themselves date and sign the acknowledgement signifying the employee refusal. The document may then be placed in the employee's personnel file without the employee signature.

18.6.4 Written Rebuttals.

Employees shall be entitled to submit a written response to any information with which the employee disagrees that appear in their personnel files. Such rebuttals shall become a part of the employee's permanent personnel file and shall be attached to the document that they respond to.

18.7 Donation of PTO

Employees may donate, on an hour-for-hour basis, PTO to other District employees who have exhausted all available accrued leave time due to an FMLA qualifying event. Recipient may not cash out donated PTO.

18.8 Annual Review

18.8.1 Annual Performance Review. An annual performance review and goal setting process will be used to evaluate each employee. The purpose is to help employees evaluate their strengths, weaknesses, and abilities, and provide suggestions for growth and leadership opportunities.

18.8.2 Performance Review Process. Annual Performance Reviews will include the following steps:

- a) An optional written self-assessment may be completed by the employee and submitted to the Director of Ambulance Operations or designee. The District shall annually provide a form for the self-assessment.
- b) A departmental assessment shall be completed by the Director of Ambulance Operations or designee and provided to the employee for their review prior to meeting with the Director or designee.
- c) The employee and Director of Ambulance Operations or designee will meet and compare assessments, raise and/or answer questions, and discuss future goals and objectives and finalize the Annual Performance Review.
- d) The employee shall sign indicating they have received the Annual Performance Review. If the employee refuses to sign, the Director or designee shall note the refusal and sign the document.
- e) Employees may draft and attach a response to their performance evaluation if they wish. Any response submitted will be attached to the evaluation.

18.9 Flex Unit Ambulances

18.9.1 Defined. Base units are 24-hour ambulances that are scheduled daily without a disruption of continuous service. A Flex unit is an ambulance that supplements resource availability, operates less than 24-hours of continuous service, has regular breaks in service of 8 hours or more, and is not in service more than 6 consecutive days. Supervisory employees may perform flex unit work.

18.9.2 To Provide Additional ALS Services in Community. Flex units increase availability of ALS services in the community and are not used to take away base unit work. The District can only provide flex units hours to the community in a financially sustainable way, therefore the District may, in its sole discretion, stand up or stand down Flex units based on the needs of the District.

18.9.3 Financial Sustainability. A flex unit is a third unit the District dispatches in periods of high need and no base units are available. Flex units, although staffed, are not guaranteed transports and therefore have limited opportunity to generate income. The Union and the District agree the District can make flex unit hours financially sustainable through the use of supervisory employees.

18.9.4 Staffing. The primary mode of staffing a flex unit shall be one supervisory employee and one bargaining unit employee. If a bargaining unit employee is not available a second supervisory employee may be used. The District may elect to staff a flex unit with two bargaining unit employees on a case-by-case basis, however this does not establish a precedent and flex unit staffing remains at the sole discretion of the District.

18.9.5 Flex Unit Conversion to Base Unit. At the end of each fiscal year the District will evaluate converting a flex unit to a base unit. The measurements shall include call volume increasing 150% (2,550 transports sustained for six months in a rolling 12-month period) and that the fiscal sustainability of the unit hours is confirmed. If this article's quantity of transports has been reached over six months and the District does not convert the flex unit to a base unit, the lack of conversion can be grieved.

ARTICLE 19: MAINTENANCE OF STANDARDS

19.1 Laws and Ordinances

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

19.2 Licensing / Certifications

To perform their job responsibilities all employees shall hold all licenses, certificates, and accreditations required by the District, County, or State, subject to change by mandate, in current and valid status.

These include:

- a) Valid MVEMSA EMT-B or EMT-P accreditation.
- b) Valid California State EMT-B certification or EMT-P license.
- c) Valid ACLS card. (paramedic only)
- d) Valid BTLS/PHTLS card. (paramedic only)
- e) Valid Basic Cardiac Life Support Card.
- f) Valid PEPP / PALS. (paramedic only)
- g) Current Ambulance Driver's Certificate from the California Department of Motor Vehicles.
- h) Current Class "C" California Driver's License.
- i) Current Medical Certificate issued by the California Department of Motor Vehicles.
- j) Not disqualified under the California Penal Code 1203.4 or 1203.4(a).

19.3 Responsibility to Maintain.

19.3.1 Employee Responsibility. It is the responsibility of each individual employee to ensure all their licenses, certificates, and/or accreditations are maintained. Maintenance of qualifications demonstrates the mindset towards attention to detail required to serve in EMS. Failure to maintain and update qualifications impedes efficient operations, therefore the District and Union agree all employees shall be held accountable for the employee's failure to renew prior to expiration any required license, certificate, and/or accreditation.

19.3.2 Reimbursement. Any reimbursement available for renewal of licenses, certification, and/or accreditations is contained with Article 14.5 Employee Recertification and Relicensure Fees.

19.4 Proof of Renewal.

Proof of renewal must be received by the District no later than fourteen (14) calendar days prior to the license, certificate, or accreditation expiration date.

19.5 Expiration or Lapse of Certifications and Licenses

Failure to maintain required licenses, certifications, and/or accreditations may result in corrective action, up to and including termination. The following discipline shall apply to the failure to provide the renewal of any license, certificate, or accreditation required by the District, County, or State:

19.5.1 Fourteen (14) days prior to expiration. Employees who have not provided proof of license, certification, and/or accreditation renewal within fourteen (14) calendar days prior to the expiration date may be removed from the schedule for all shifts after the expiration date and may be subject to further disciplinary action. If an employee proposes to renew a credential within 14 days of expiration, they must be in communication with the Director of Ambulance Operations.

19.5.2 Upon Expiration. Failure to provide the renewal or proof of renewal by the expiration date will result in an immediate unpaid leave of absence until proof of renewal is provided. If available, PTO can be used during the leave of absence.

19.5.3 Seven (7) Days Post Expiration. Failure to provide the renewal or proof of renewal completion within seven (7) days after an expiration date shall result in a continued unpaid leave of absence and a final written warning of impending termination.

19.5.4 Termination. Any employee who fails to obtain the required license, certificate, or accreditation renewal within fourteen (14) calendar days after and including the expiration date shall be deemed to not meet minimum qualifications and shall be held to have abandoned their employment and voluntarily resigned.

19.5.5 Return to Schedule. Once the employee has provided an up-to-date license, certification, and/or accreditation, but in any case, no more than fourteen (14) calendar days after the date of expiration, the employee will be allowed to pick up open shifts and special events. As soon as practicable the employee shall be returned to the regular schedule however it may take up to 14 days to complete the return.

19.6 Credential or License Suspensions.

Employees whose state or local license, certificate, or accreditation is suspended by a state or local agency shall be placed on unpaid administrative leave for a maximum of ninety (90) days. Employees may utilize accrued PTO solely at their option during any portion of the credential or license suspension. Employees shall be required to have all licenses, certifications, and/or accreditations up to date at the

conclusion of the suspension. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for termination. Employees whose state or local license, certificate, or accreditation has not been cleared by the end of ninety (90) days shall be subject to termination without right to grievance or appeal.

19.7 **Working without License, Certificate, or Accreditation.** Employees who perform work duties without a required license, certificate, and/or accreditation shall be immediately placed on an unpaid administrative leave and, subject to due process, terminated from employment without right to grievance or appeal.

19.8 **Driver Exclusion**

Employees who are excluded from driving District vehicles by the District's insurance carrier shall be subject to appropriate corrective action, up to and including, termination. All drivers shall be solely responsible for remaining properly certified and/or licensed according to State requirements to drive ambulance units and /or other District vehicles. Drivers who fail to maintain a valid driver's certificate and/or license needed for their position shall not drive District vehicles and are subject to appropriate corrective action, up to and including termination.

19.9 **Renewals During an Approved Leave of Absence.**

Employees on an approved Leave of Absence shall be required to have all licenses, certifications, and/or accreditations up to date prior to returning from leave. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for separation from employment.

ARTICLE 20: NO STRIKE NO LOCKOUT

20.1 **No Strike**

20.1.1 **Impact on Public Health and Safety.** The Parties understand that the duties performed by EMT and Paramedic members of the bargaining unit covered by this Agreement involve potential life and death situations, and that any delay or interruption in ambulance services, including treating patients or transporting them to hospitals or other medical facilities, or responding to calls, is a substantial and imminent threat to public health and safety.

20.1.2 **Nature of Service.** The parties therefore agree that the EMT's and Paramedics within this bargaining unit are squarely within parameters established and intended by the Court to be critical to public health and safety in *County Sanitation Dist. No. 2 v. Los Angeles County Employees' Assn.* (1985) 38 Cal.3d 564.

20.1.3 **Job Action Prohibited.** Neither the Union, its agents nor any of its members will threaten to and/or will collectively, concertedly, or in any manner whatsoever, incite, or participate in any picketing, strike, sit-down, sickout, stay-in, slowdown, boycott, work stoppage, paper strike (e.g., the deliberate failure to submit timely, quality, accurate, and complete medical and billing reports), sympathy strike against the District, or any other interference with the work and statutory functions or obligations of the District during the term of this Agreement. The Union further agrees that no member while on duty or in uniform will honor the picket line of any other bargaining unit not covered by this Agreement.

20.1.4 Unfair Labor Practices Prohibited. The Union agrees that this clause shall specifically prohibit any of the aforementioned conduct for protest of alleged unfair labor practices, and that any such alleged unfair labor practices shall be handled under the Meyers Milias Brown Act.

20.2 No Lockout

District agrees that it will not lock out any bargaining unit member during the term of this Agreement. Nothing contained herein shall preclude the Union from seeking and obtaining administrative or judicial relief available to in answer to a District lockout including any and all legal and equitable remedies deemed appropriate by PERB or any Court of competent jurisdiction. In the event the Union seeks judicial relief to correct a violation of this subsection and is the prevailing party, the District shall pay all costs and legal fees incurred by the Union in the suit.

20.3 Union Responsibility

In the event of any threatened or actual job action or strike, as described in A) ii), above, the Union agrees to notify all of its USW and TEMSA officers and staff plus Site VPs and Stewards of their obligation and responsibility for maintaining compliance with this Article, including the responsibilities to remain at work during an interruption, which may be caused or initiated by others, and to encourage bargaining unit members violating this Article to return to work.

In addition to any other liability, remedy, or right as provided by statute, judicial, or PERB review, the Union agrees to immediately take the following actions upon notification:

- a) Publicly disavow such actions;
- b) Confirm to the District in writing that such action has not been sanctioned by the Union;
- c) Circulate a written notice to all bargaining unit members, on USW and TEMSA letterheads, that their action is illegal and in violation of the contract and advise them to return to work immediately; and,
- d) Post notices on Union bulletin boards advising that the Union disapproves of such actions, instructing bargaining unit members to return to work immediately.

20.4 Judicial Relief

Nothing contained herein shall preclude the District from seeking and obtaining any administrative or judicial relief available to it including any and all legal and equitable remedies deemed appropriate by PERB or any Court of competent jurisdiction.

20.5 Violations

Bargaining unit members who violate this Article shall be disciplined up to and including termination from employment. Any such discharge may be appealed under the Grievances and Appeal Procedures Article set forth in this Agreement; however, the Parties agree that the sole issue for determination in any such appeal proceeding shall be whether the grievant, on a preponderance of the evidence, directly or indirectly called, sanctioned, encouraged, or participated in conduct prohibited by this Article.

Article 21 CESSATION OR TRANSFER OF OPERATIONS

21.1 Notification to Union

The District shall provide notice to the Union with as much advance notice as possible, but not less than sixty (60) days, prior to cessation of operations or transfer of the same to a successor EMS provider. An exception to the sixty (60) day notice may be made if business necessity requires less notice.

21.2 Notice to Purchaser

The District agrees that if during the life of the collective bargaining agreement which this successorship understanding is part of any facility covered by this Agreement is sold, leased, transferred or assigned, the District shall inform the purchaser, lessee, transferee or assignee of the exact terms of this Agreement and shall make the sale, transfer, or assignment conditional upon the purchaser, lease, transferee or assignee, assuming all the obligations of this Agreement until the expiration date and treating the affected employees of the Bargaining Unit in accordance with the terms of this Agreement.

21.3 Purchaser Understanding

Provided all contractual agreements are honored regarding seniority, including provisions for layoff and recall (it being understood that the applicable purchase agreement shall require the purchaser to make its hiring decisions with respect to the Bargaining Unit positions according to the contractual rules that would apply as though such hiring were a decision to recall or layoff Bargaining Unit Employees), it is understood that:

21.3.1 Number of Employees. The purchaser will not be required to have the same number of employees in the applicable bargaining unit as the District does at the time of the transaction, and

21.3.2 Benefits. That the applicable purchase agreement may permit the purchaser to make changes in the benefits programs required by this Agreement provided that all the benefits in all events continue to be substantially equivalent in the aggregate to those provided under the Agreement.

21.4 Satisfaction

It is agreed that the District's obligations under this successor-ship language will be satisfied in the applicable purchase and sale agreement: (i) contains the terms required by the above paragraphs, and (ii) either (x) makes the Union a third party beneficiary to those terms; or (y) is supplemented by a contemporaneous agreement between the Union and the purchase effectuating those terms.

ARTICLE 22: SEVERABILITY

This agreement shall in all respects be governed by and under the laws of the State of California. In the event that one or more of the provisions of this agreement, or portions thereof, are determined to be illegal or unenforceable, the remainder of the agreement shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid to the fullest extent permitted by law. In such event, the District and the Union shall meet and confer for the purpose of negotiating legal substitute provisions for the portions that are deemed illegal or unenforceable.

ARTICLE 23: TERM OF AGREEMENT

This Agreement shall be effective as of September 1, 2019 and shall remain in full force and effect through and including August 31, 2023 and shall continue in full force and effect from year to year thereafter, unless notice of desire to amend or modify the agreement is served in writing by either party

upon the other at least ninety (90) but no more than one hundred fifty (150) days prior to the expiration date.

ARTICLE 24: FULL UNDERSTANDING / MERGER / AMENDMENTS

24.1 Full Understanding / Merger

This agreement supersedes all prior agreements, preliminary negotiations, proposals, supposals, and tentative agreements; and constitutes the full understanding of the parties with respect to the matters set forth herein. Upon implementation of this agreement, any Terms and Conditions of Employment not specifically discussed herein shall be governed by the policies and procedures of the District.

24.2 Amendments

This agreement shall not be amended, changed, altered, or qualified during the term of the Agreement, except by an instrument, in writing, duly signed by the parties.

WAGE SCALE

FY 2015-16 Patterson MOU - CURRENT			
FT	EMT		11.
FT	Paramedic		14.
PT	EMT		12.
PT	Paramedic		15.
		<i>Increase between Steps</i>	5.0%
Sep 1, 2019	PT Step 8 to FT&PT Step E		A
FT & PT	EMT		\$ 12.
FT & PT	Paramedic		\$ 15.
Sep 1, 2019	Steps	5.0%	A
EMT	COLA	3.0%	\$ 13.
Paramedic	Differential	22.9%	\$ 16.
	<i>Increases</i>	<i>FT EMT</i>	1.
		<i>FT Paramedic</i>	1.

Execution of Memorandum of Understanding

IN WITNESS WHEREOF, the parties hereto have set their hands.

Approved this 30th day of September, 2019.

FOR THE DISTRICT

Del Puerto Health Care District
A California Local Government Agency

Dr. Steven Pittson, President
District Board of Directors

Karin Freese Hennings
Administrative Director / CEO

J. Paul Willette
Director of Ambulance Operations

David G. Ritchie
District Special Counsel, Chief Negotiator

Dated: Sept. 30, 2019

FOR THE UNION

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union on
behalf of its TEMSA Local 12911.

Thomas W. Conway, International President

John E. Shin, International Secretary/Treasurer

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

Fred Redmond, International Vice President
(Human Affairs)

Robert LaVenture, Director, District 12

Ron Espinoza, Sub-District Director

Jim Gulbranson, Staff Representative

Lee Almeida, President Local 12911

Bob Easter, Rep Local 12911

Steve Phillips, Negotiating committee

Brian Hannameyer, Negotiating committee

Sean Mangskau, Negotiating committee