

Collective Bargaining Agreement

Between

**AMERICAN MEDICAL RESPONSE WEST
STANISLAUS OPERATIONS**



&

**TURLOCK EMERGENCY MEDICAL SERVICES ASSOCIATION, IN
AFFILIATION WITH THE UNITED STEEL, PAPER & FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL &
SERVICE WORKERS INTERNATIONAL UNION (USW)**



Effective: December 1, 2021

Expires: November 30, 2024

Ratified: November 22, 2021

Table of Contents

AGREEMENT	6
ARTICLE 1 - RECOGNITION.....	6
SECTION 1.01 – SCOPE OF AGREEMENT	6
SECTION 1.02 – SUPERVISORY EMPLOYEES	6
ARTICLE 2 - UNION SECURITY	7
SECTION 2.01 – UNION MEMBERSHIP	7
SECTION 2.02 – NEW EMPLOYEE/TERMINATION NOTICE/CHANGE OF STATUS	7
SECTION 2.03 – UNION DUES DEDUCTION	7
SECTION 2.04 – INDEMNIFICATION	7
SECTION 2.05 – APPLICABLE LAW	8
SECTION 2.06 - UNION ACTIVITY.....	8
SECTION 2.07 – UNION NOTICE	8
SECTION 2.08 – USW DUES SCHEDULE.....	8
ARTICLE 3 - UNION RIGHTS	9
SECTION 3.01 – UNION STEWARDS	9
SECTION 3.02 – ACCESS OF UNION REPRESENTATIVES.....	9
SECTION 3.03 – BULLETIN BOARDS	9
SECTION 3.04 – EMPLOYEE MAILBOXES	10
ARTICLE 4 - MANAGEMENT RIGHTS	11
SECTION 4.01	11
SECTION 4.02	11
SECTION 4.03	11
SECTION 4.04	11
SECTION 4.05	12
ARTICLE 5 - CORRECTIVE ACTION AND DISCHARGE	13
SECTION 5.01 - CORRECTIVE ACTION	13
SECTION 5.02 – RIGHT TO REPRESENTATION	14
SECTION 5.03 – COMPANY RULES	14
SECTION 5.04 – TERMINATION AND SUSPENSION	14
SECTION 5.05 – DISCIPLINARY NOTICES	14
SECTION 5.06 – DISCLOSURE.....	15
SECTION 5.07 – ADMINISTRATIVE LEAVE	15
ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION.....	17
SECTION 6.01 - GRIEVANCE PROCEDURE	17
SECTION 6.02 - STEP ONE.....	17
SECTION 6.03 - STEP TWO	17
SECTION 6.04 – STEP THREE	17
SECTION 6.05 - STEP FOUR.....	18
SECTION 6.06 - TIME LIMITS	19
SECTION 6.07 - PARTICIPANTS.....	19
SECTION 6.08 - COMPLAINT PROCEDURE.....	19
SECTION 6.09 – LIABILITY	19
ARTICLE 7 – PROBATION PERIOD	20
SECTION 7.01 – PROBATIONARY PERIOD	20
ARTICLE 8 - HEALTH AND SAFETY	21
SECTION 8.01 - EMPLOYEE’S RIGHT TO REFUSE UNSAFE WORK	21
SECTION 8.02 - COMPANY PAID IMMUNIZATIONS	21
SECTION 8.03 - SAFETY EQUIPMENT.....	21
SECTION 8.04 - DMV PHYSICAL EXAMINATIONS.....	22
SECTION 8.05 - CREW QUARTERS.....	22
SECTION 8.06 - THE USE OF TOBACCO PRODUCTS	22
SECTION 8.07 - DRIVER EXCLUSION	22
SECTION 8.08 - DRIVING RECORD STANDARDS	22
SECTION 8.09 - ERGONOMICS AND OFFICE EQUIPMENT.....	24
ARTICLE 9 - EDUCATION AND TRAINING	25
SECTION 9.01 - PARAMEDIC CONTINUING EDUCATION.....	25

SECTION 9.02 - PARAMEDIC RE-CERTIFICATION AND RE-LICENSURE FEES 25

SECTION 9.03 - EMT RE-CERTIFICATION..... 25

SECTION 9.04 - LICENSING/QUALIFICATIONS 26

SECTION 9.05 - ORIENTATION..... 26

SECTION 9.06 – MANDATORY TRAINING 26

SECTION 9.07 – CORPORATE INTEGRITY AGREEMENTS TRAINING (“CIA”) 27

ARTICLE 10 - HOURS OF WORK..... 28

SECTION 10.01 - WORK SCHEDULES 28

SECTION 10.02 - WORK SCHEDULES POSTED 28

SECTION 10.03 - NORMAL HOURS OF WORK..... 28

SECTION 10.04 - MAXIMUM CONSECUTIVE SHIFTS 28

SECTION 10.05 - SYSTEM STATUS MANAGEMENT..... 28

SECTION 10.06 - WORKWEEK AND WORKDAY DEFINED 28

SECTION 10.07 - CALL IN/CALL BACK PAY 29

SECTION 10.08 - REPORT IN PAY 29

SECTION 10.09 - HOLDOVER 29

SECTION 10.10 - DOCUMENTATION OF HOLDOVER 29

SECTION 10.11 - REPORTING FOR WORK 29

SECTION 10.12 - JOB ABANDONMENT..... 29

SECTION 10.13 - TWO EMPLOYEES/SAME ASSIGNMENT..... 30

SECTION 10.14 - SHIFT TRADES..... 30

SECTION 10.15 - MEAL PERIODS 30

ARTICLE 11 - SENIORITY 32

SECTION 11.01 - SENIORITY DEFINED..... 32

SECTION 11.02 - DEFINITION OF REGULAR FULL-TIME EMPLOYEE 32

SECTION 11.03 - DEFINITION OF REGULAR PART-TIME EMPLOYEE 32

SECTION 11.04 - LOSS OF SENIORITY 32

SECTION 11.05 - RECALL FROM LAYOFF..... 33

SECTION 11.06 - SENIORITY LISTS 34

SECTION 11.07 - FILLING VACANT POSITIONS 34

SECTION 11.08 - WORK SCHEDULES..... 34

SECTION 11.09 - SENIORITY FOR SCHEDULING..... 35

SECTION 11.10 - SENIORITY APPLICATION..... 35

SECTION 11.11 - TRANSFER..... 35

SECTION 11.12 - COMPENSATION FOR REQUIRED CLASSROOM/FIELD TRAINING AND/OR EVALUATION 35

SECTION 11.13 - TRANSFER FROM ANOTHER BARGAINING UNIT 35

ARTICLE 12 - PAID TIME OFF(PTO) AND HOLIDAYS..... 36

SECTION 12.01 - PAID TIME OFF (PTO)..... 36

SECTION 12.02 - PAID TIME OFF (PTO) SCHEDULE 36

SECTION 12.03 - PTO USE 36

SECTION 12.04- PTO WEEK USE..... 36

SECTION 12.05 - VACATION SCHEDULING 36

SECTION 12.06 - PTO NEAR HOLIDAYS 37

SECTION 12.07 - PTO CARRY OVER..... 37

SECTION 12.08 - PTO PAY AT TERMINATION..... 37

SECTION 12.09 - PTO PAY IN LIEU OF TIME OFF 37

SECTION 12.10 - HOLIDAYS..... 37

ARTICLE 13 - LEAVES OF ABSENCE (LOAs)..... 39

SECTION 13.01 - PERSONAL LEAVE 39

SECTION 13.02 - BENEFITS DURING PERSONAL LEAVE OF ABSENCE 39

SECTION 13.03 - FAMILY, PREGNANCY, AND MEDICAL..... 39

SECTION 13.04 - STATE LAW 40

SECTION 13.05 - WORKER’S COMPENSATION LEAVE 40

SECTION 13.06 - UNION LEAVE 41

SECTION 13.07 – MILITARY LEAVE 41

SECTION 13.08 - EXTENSION OF A LEAVE OF ABSENCE 41

SECTION 13.09 - RIGHTS UPON RETURN FROM A LEAVE OF ABSENCE..... 41

SECTION 13.10 - JURY SERVICE/SUBPOENA SERVICE 42

SECTION 13.11 - BEREAVEMENT..... 42

ARTICLE 14 – EMPLOYEE BENEFITS..... 44

SECTION 14.01 - INSURANCE BENEFITS 44

SECTION 14.02 - BENEFIT PLAN..... 44

SECTION 14.03 - MEDICAL INSURANCE..... 44

SECTION 14.04 – DENTAL INSURANCE..... 45

SECTION 14.05 - VISION INSURANCE 45

SECTION 14.06 - BASIC LIFE INSURANCE..... 45

SECTION 14.07 - ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D)..... 45

SECTION 14.08 - LONG TERM DISABILITY (LTD) 46

SECTION 14.09 – HEALTH SAVINGS AND FLEXIBLE SPENDING PLANS 46

SECTION 14.10 - WORKERS’ COMPENSATION 46

SECTION 14.11 - EMPLOYEE ASSISTANCE PROGRAM (EAP)..... 46

SECTION 14.12 - 401(K) PLAN 47

ARTICLE 15 - COMPENSATION..... 48

SECTION 15.01 – WAGES..... 48

SECTION 15.02 - APPOINTMENT – WAGES 48

SECTION 15.03 - OVERTIME - FIELD EMPLOYEES 48

SECTION 15.04 - FILLING OPEN SHIFT(S)..... 49

SECTION 15.05 - ALTERNATIVE STAFFING SOURCES 49

SECTION 15.06 - HOLDOVER PAY 49

SECTION 15.07 - ACTING SUPERVISOR/SHIFT COORDINATOR DIFFERENTIAL..... 50

SECTION 15.08 - FIELD TRAINING OFFICER (FTO) DIFFERENTIAL..... 50

SECTION 15.09 - PRECEPTOR PAY 50

SECTION 15.10 – PARAMEDIC SPONSORSHIP 50

SECTION 15.11 - MOVEMENT FROM EMT TO PARAMEDIC..... 50

ARTICLE 16 - UNIFORMS 51

SECTION 16.01 - UNIFORMS 51

SECTION 16.02 - REPLACEMENT OF WORN UNIFORM COMPONENTS..... 51

SECTION 16.03 - UNIFORMS PROVIDED..... 51

SECTION 16.04 - UNIFORM MAINTENANCE ALLOWANCE 51

SECTION 16.05 - RETURN OF UNIFORMS 52

SECTION 16.06 - EMPLOYEE APPEARANCE..... 52

ARTICLE 17 - NO STRIKE/NO LOCKOUT 53

ARTICLE 18 – NO DISCRIMINATION/HARASSMENT..... 55

SECTION 18.01 - GENDER INTENT..... 55

SECTION 18.02 – NON-DISCRIMINATION..... 55

SECTION 18.03 – ARBITRATION/LITIGATION WAIVER 55

SECTION 18.04 –HARASSMENT..... 55

ARTICLE 19 – COMMITTEES 57

SECTION 19.01 - LABOR/MANAGEMENT COMMITTEE (LMC) 57

SECTION 19.02 - STATE EMS COMMISSION/AUTHORITY 57

ARTICLE 20 – CONTRACT BARGAINING UNDERSTANDINGS 58

SECTION 20.01 - SEVERABILITY..... 58

SECTION 20.02 - AMENDMENTS..... 58

SECTION 20.03 - WAIVER 58

ARTICLE 21 – CRITICAL INCIDENT STRESS DEBRIEFING 59

SECTION 21.01 - STRESS COUNSELING..... 59

ARTICLE 22 – SUBSTANCE ABUSE TESTING 60

ARTICLE 23 - MISCELLANEOUS..... 61

SECTION 23.01 - EMPLOYER REQUIRED PROTECTIVE CLOTHING AND EQUIPMENT..... 61

SECTION 23.02 - LIABILITY INSURANCE..... 61

SECTION 23.03 - OUTSIDE EMPLOYMENT..... 61

SECTION 23.04 - WORK STATIONS..... 61

SECTION 23.05 - WORKPLACE CONDUCT..... 61

SECTION 23.06 - INCIDENT REPORTS 61

SECTION 23.07 - REPLACEMENT OF PERSONAL ITEMS 61

SECTION 23.08 - SUBCONTRACTING..... 62

SECTION 23.09 - ACCESS TO PERSONNEL FILES 62

SECTION 23.10 – DISASTERS 62

SECTION 23.11 – FITNESS FOR DUTY 63

SECTION 23.12 – FULL-TIME EMTs WITH PARAMEDIC LICENSURE..... 64
ARTICLE 24 – DIGITAL RECORDING SYSTEM..... 65
ARTICLE 25 - DURATION 67
SECTION 25.01 - TERM OF AGREEMENT 67
APPENDIX A – WAGE SCALE..... 68
APPENDIX B – AMR SUBSTANCE ABUSE PREVENTION POLICY..... 69

AGREEMENT

This Agreement shall be effective December 1, 2021, through November 30, 2024, and is entered into by and between American Medical Response West, (hereinafter referred to as the “Company” or “Employer”), and the Turlock Emergency Medical Services Association-United Steel Workers (TEMSA-USW) Local 12-911, (hereinafter referred to as the “Association” or “Union”) (collectively, “Parties”).

ARTICLE 1 - RECOGNITION

Section 1.01 – Scope of Agreement

The Employer recognizes the Union as the exclusive bargaining agent for all employees included in the bargaining unit for which Union was certified by the National Labor Relations Board as the exclusive bargaining representative in matter number 32-RC-4197.

The bargaining unit shall include all full-time and regular part-time paramedics and emergency medical technicians employed by the Employer at its Turlock, California facility; Excluding: All other employees, office clerical employees, guards, and supervisors as defined in the National Labor Relations Act, as amended.

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

Section 1.02 – Supervisory Employees

The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such action, and it is not the Employer’s policy to establish jobs or job titles for the purpose of excluding employees from the bargaining unit.

ARTICLE 2 - UNION SECURITY

Section 2.01 – Union Membership

All employees on the active payroll as of the effective date of this Agreement and who fall into the categories and classifications listed in Section 1.01 of this Agreement and who are employed in the location listed in the first paragraph of this Agreement, and all future employees hired by the Employer in these same classifications and location shall become members of the Turlock Emergency Medical Services/United Steel Workers Local 12-911 (TEMSA/USW 12-911) on the thirty first (31st) day following the beginning of their employment or date of execution of this Agreement, whichever is later, and shall thereafter maintain their membership in TEMSA/USW 12-911 in good standing as a condition of continued employment.

Employees who fail to pay the monies required by TEMSA/USW 12-911, and employees, who are required to join TEMSA/USW 12-911 and fail to do so, upon written request to the Employer from the Union, will be terminated.

Section 2.02 – New Employee/Termination Notice/Change of Status

The Employer agrees to furnish TEMSA/USW 12-911 each month with the name of all newly hired employees covered by this Agreement, their address, social security number, classification, date of hire and the name of terminated employees and date of termination. The Employer shall also provide monthly, the name, address, and classification of employees who were previously ineligible to be a member of the bargaining unit, but who have become eligible for such representation due to a change in the employee's job status.

Section 2.03 – Union Dues Deduction

Upon receipt of an individual, voluntary, written and un-revoked check-off authorization from the Employee, the Employer will deduct from the pay of such employee during each calendar month a sum equal to that employee's Union monthly membership dues which fell due during the immediately preceding month. The Employer agrees to promptly remit the sums deducted under this paragraph to the Union.

The Employer shall be relieved of making such deductions upon a) termination of employment, or b) transfer to a job other than one covered by the bargaining unit or, c) layoff from work, or d) an agreed leave of absence. Notwithstanding any of the foregoing, upon return of the Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions.

Section 2.04 – Indemnification

Turlock Emergency Medical Services/United Steel Workers Local 12-911 (TEMSA/USW 12-911), and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW) shall indemnify and save the Employer harmless against all claims, demands, actions, or other liabilities, including the Employer's reasonable attorney's fees, that may be made against or incurred by it arising from or by reason of any action or inaction by the Employer in carrying out the provision of this Article 2.

Section 2.05 – Applicable Law

The foregoing provisions shall be subject to applicable provisions of Federal and State laws.

Section 2.06 - Union Activity

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

Section 2.07 – Union Notice

The Union shall be notified of any rule, resolution, regulation, policy, or procedure change relating to matters within the scope of representation not covered by the Agreement, which is adopted or implemented by the Employer.

Section 2.08 – USW Dues Schedule

- A. The Employer will deduct each pay period the dues, assessments and initiation fees, as designated by the International Secretary –Treasurer of the Union, from the wages of employees covered by this Agreement who individually and voluntarily execute a written check-off authorization card that assigns such sums to the United Steelworkers. The Employer shall promptly remit any and all amounts so deducted to the International Secretary-Treasurer of the Union. A copy of such authorization card for the check-off of Union dues should be forwarded to the Financial Secretary of the local union along with the membership application of such employee. All payroll deductions shall be forwarded to the International Secretary-Treasurer, United Steelworkers, PO BOX 644485, Pittsburgh, PA. 15264-4485.

- B. Remittance - The Employer will deduct monthly dues or service charges, including, where applicable, initiation fees and assessments, each in amounts as designated by the Union’s International Secretary – Treasurer, effective upon receipt of individually signed voluntary check-off authorization cards. The Employer shall, within ten (10) business days, remit any and all amounts so deducted to the Union’s international Secretary-Treasurer, as well as provide a check off list shall accompany the deductions, setting forth the name and amounts of dues, assessments and initiation fees as applicable.

ARTICLE 3 - UNION RIGHTS

Section 3.01 – Union Stewards

The Employer recognizes the right of the Union to select a reasonable number of Stewards. The Employer agrees that there will be no discrimination against authorized Stewards because of Union activity. Stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection and names of Union Stewards. Within twenty-one (21) calendar days following the ratification of the Agreement, the Union shall notify the Employer in writing of the designated Union representatives and/or stewards. Additionally, the Union will also notify the Employer in writing within seven (7) calendar days when individuals leave the position of Steward. Stewards shall not allow their activities as Stewards to interfere with or disrupt the performance of their work or the work of any other employee. Stewards shall suffer no loss in pay for attendance at investigatory meetings and Step 1 grievance meetings held during their shift. Management shall attempt to schedule such meetings during the steward's shift.

When a shop steward is required to attend an investigatory meeting and the Employer determines it is not operationally feasible to use a shop steward currently on duty, the Employer will authorize the off-duty shop steward to be paid, to attend the investigatory meeting. The Shop Steward will receive a minimum of two (2) hours pay at their regular straight time pay rate, regardless of how long the meeting runs. Hours paid solely for the performance of Shop Steward duties will not be counted towards hours worked for purposes of calculating overtime and benefits.

Section 3.02 – Access of Union Representatives

A duly authorized representative of the Union shall be permitted to meet with employees on duty in order to conduct legitimate Union business provided such activity does not interrupt or interfere with the work of any employee and is not at an Employer sponsored meeting or event. All business and conversations between Union representatives and employees will be conducted in a private location so they will not be observed nor overheard by patients, customers or the public. Union representatives must immediately notify the Regional Director or his/her designee of their presence upon their arrival for any visitation. Visitations will be between the hours of 0800 and 2000 local time.

Section 3.03 – Bulletin Boards

Bulletin boards shall be made available at each work site to post official Union business (on Union letterhead stationery or an official Local publication). Glassed encased bulletin boards in place at the time of this agreement shall remain in place and the Union shall have access to such bulletin boards for the posting of Union material.

The Regional Director or his/her designee shall receive copies of all material to be posted prior to, or at the time of, posting. The space provided for such bulletin boards will be maintained by the stewards and official Union representative(s), with the posting or removal of bulletins and publications to be handled only by the same. The Employer and the Union recognize the Employer's right to remove posted material, which is derogatory or damaging to the Employers' business or industry after consultation with the Union representative.

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

Section 3.04 – Employee Mailboxes

The Union shall have reasonable access to all employee mailboxes for the purpose of communicating official Union business and information (on Union letterhead stationery, or an official Union publication). The Employer shall receive a copy of all material meant for general distribution at the time of distribution. The Union will not hold the Employer responsible for Union mail placed in mailboxes. Nothing in this provision shall impose an obligation on the Employer to provide, install, or maintain employee mailboxes or provide or maintain a courier system.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.01

All rights, powers, and authority the Employer had prior to entering the collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, by the expressed provisions of this Agreement. The following rights of the Employer are not all-inclusive but, indicate some of the matters or rights, which belong to and are inherent to the Employer in its capacity as management.

Section 4.02

The management of the Employer's business and the direction of the working force including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for other reasonable reasons determined by the Employer, the right to determine the extent to which the business shall be operated and to change methods or processes, or to use new equipment, the right to establish schedules of service, to introduce new or improved services, products, methods or facilities and to extend, limit, curtail or close its operations, the right to establish and assign job duties, and the right to establish, eliminate or combine job classifications is vested exclusively in the Employer. The above statement of management functions shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of the express terms and conditions of this Agreement; provided however, nothing in this Agreement is intended to, or is to be construed in any way to interfere with the recognized prerogative of the Employer to manage and control the business.

Section 4.03

In addition, the Employer, due to the nature of the services it provides, must, without qualification, continue to have the right to establish, delete and modify policies and practices, particularly including but not limited to those relating to safety, security, discipline, and control.

Section 4.04

The Employer is bound to response time commitments and reserves the right to amend the unit deployment and staffing plans as necessary to insure financial and contractual obligations and will notify the Union prior to the change. Upon written request by the Union, the Employer shall meet with the Union to discuss the impact of its system status management actions on the employees. The decision to make such changes shall not (except with respect to seniority and shift bidding) be negotiable or grounds for a grievance.

If the parties are unable to reach an agreement over the impact of the changes on the employees, within a fourteen (14) day period, the Employer shall have the right to implement these changes, and the resulting impact of these changes upon the expiration of the fourteen (14) day period without further consultation with the Union.

Prior notice shall not be required if a change is made to meet emergency conditions, but in no case shall a change to meet emergency conditions be continued more than twenty-one (21) days without

the required notice. Employees shall be scheduled as deemed necessary by the Employer in its sole judgment to meet the system status management plan.

Section 4.05

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

ARTICLE 5 - CORRECTIVE ACTION AND DISCHARGE

Section 5.01 - Corrective Action

A. Corrective Action Defined

The Employer and the Union recognize that the intent of corrective action is for the purpose of modifying inappropriate behavior and/or remedying performance issues. While the Employer will attempt to modify inappropriate behavior through various means, which may include training and education, the Employer reserves the right to issue corrective action up to and including discharge to any employee based on just cause and the merits of each situation as presented and identified through the course of an investigation. Serious offenses may call for corrective action commensurate with the offense or totality of the circumstances and may not necessarily be based upon the premise of progression.

B. Warning Notices/Time Limits

To be considered valid, corrective actions must be issued within twenty-one (21) calendar days of the discovery of the misconduct, or upon the identification of the employee claimed by the Employer in said corrective action. All time limits throughout this Section may be extended upon mutual written agreement between the Employer and the Union. In cases where an investigation is conducted by a governing agency (i.e. Law Enforcement Agency and/or EMS Agency) said time limit shall be extended.

C. Licensure

All employees are required to maintain the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. Failure to maintain such licenses, certificates and/or accreditations may result in corrective action, up to and including discharge. It is the responsibility of each individual employee to ensure that all licenses, certificates, and/or accreditations are maintained.

Employees who perform work duties without the required license, certificate, and/or accreditation shall be subject to discharge. Employees who notify the Employer prior to the expiration or loss of a required license, certificate, and/or accreditation shall be given thirty (30) calendar days to obtain a current and valid license, certificate, and/or accreditation. Employees whose required license, certificate, and/or accreditation expires shall be placed on unpaid administrative leave and receive appropriate corrective action. Failure to obtain the required license, certificate, and/or accreditation and provide copies to the Employer within thirty (30) calendar days shall be cause for separation from employment.

Employees whose state or local license is temporarily suspended by a state or local agency shall be placed on unpaid administrative leave for a maximum of ninety (90) calendar days. Employees may utilize accrued PTO solely at their option during any portion of the 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 separation from employment.

Employees on an approved personal leave of absence (PLOA) shall be required to have all licenses, certifications, and/or accreditations up to date prior to returning from leave. Employees on approved FMLA, Military, or Workers Compensation Leave shall be required to have all licenses, certifications, and/or accreditations up to date no later than thirty (30) calendar days following the expiration of the leave. Employees shall not be allowed to work until they have presented all valid and current licenses, certifications, and/or accreditation to the Employer. The Employer retains the right to terminate any employee who fails to restore the required license, certifications and/or accreditations within thirty (30) calendar days immediately following the expiration of an approved FMLA, Military, or Workers Compensation Leave.

Section 5.02 – Right to Representation

Management shall ask employees and inform them that it is their right to have a Steward present in an investigatory meeting which will or could lead to discipline.

Section 5.03 – Company Rules

Company rules and regulations shall be made available to each employee for his/her benefit and understanding. Any modification of these rules and regulations by the Company shall be provided to employees and the Union before they are enforced.

Section 5.04 – Termination and Suspension

The Employer shall send to the authorized Union representative written notification of all discharges and suspensions of employees within five (5) business days after the effective date of such discharge or suspension.

If the Union desires to contest any discharge or suspension, the Union must pursue the matter through the grievance procedure provided for in Article 6 of this Agreement beginning with Step One.

Section 5.05 – Disciplinary Notices

The Employer agrees to provide the Union copies of all disciplinary notices within five (5) business days after issuance.

It is understood that the disciplinary notices for incidents of unsatisfactory performance for which there has been no recurrence for twelve (12) months, shall not be used in support of any disciplinary action against the employee, except that disciplinary notices relating to patient care shall remain in effect for twenty-four (24) months. Disciplinary notices related to vehicle accidents will be maintained according to the Driver Exclusion Section 8.8 of this Agreement.

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

Section 5.06 – Disclosure

In the event the Employer disciplines or discharges an employee, the Employer will, upon request of the Union, provide to the Union copies of any documents or written statements used by the Employer as a basis for its action. Where such documents contain confidential patient care or legal information, such confidential information will be blacked out prior to providing the documents to the Union.

Section 5.07 – Administrative Leave

The Employer reserves the right to place employees on an unpaid administrative leave until the completion of the investigative/administrative process and a resolution has been rendered for the following:

- A. Under any circumstance when an employee is relieved of duty pending an investigative/ administrative process due to serious misconduct that could lead to corrective action of a multi-day suspension or termination. Such circumstances may include but are not limited to; harassment of any type, patient abuse/neglect, violation of the Employers Alcohol and Substance Abuse Policy, theft of company property, allegations of work place violence.
- B. When clinical privileges are suspended during the course of an investigation/administrative process of inquiry and/or when the employee is under investigation by a Law Enforcement Agency.

Employees shall, upon request, be provided written notice of the reason for the investigation when placed on administrative leave. Employees shall also be advised of the obligation to cooperate in the investigation and remain available for an administrative interview while on administrative leave.

The Employer shall use its best effort to expedite the investigation/administrative proceedings for all employees on leave. The administrative leave may be extended on a case-by-case basis in response to an investigation conducted by state and/or local law enforcement and local EMS agencies. If a criminal and/or EMS proceeding takes longer than ninety (90) calendar days, the employee shall be separated from employment.

Employees that are placed on administrative leave may, at the employees' option, use any accrued PTO time during the Administrative Leave. In the event the investigation/administrative proceedings take longer than seven (7) business days (defined as Monday-Friday and excluding weekends and holidays) the employee will be converted to paid leave for the remainder of the leave. However, employees shall remain on unpaid administrative leave pending the conclusion of any EMS Agency proceedings or felony criminal proceedings.

Upon completion of the administrative leave, should a determination be made that the employee is not at fault, the employee shall have all lost compensation and/or PTO reinstated and paid by the pay period following the conclusion of the investigation/determination.

If an employee is issued a corrective action which would result in a loss of pay (i.e. suspension) being issued to the employee as a result of being found at fault during the course of an investigation, any or all compensation and/or PTO that was paid and/or taken during the administrative leave shall be excluded for the time length of the corrective action.

The Union reserves the right to grieve any corrective action that may be imposed during and/or after an administrative leave.

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.01 - Grievance Procedure

The purpose of this procedure is a timely adjustment of grievances by the Employer and the Union following a prompt investigation and thorough discussion. In the event any grievance arises concerning the interpretation or application of any of the terms of this Agreement, and/or any dispute concerning wages, benefits and working conditions, such matters shall be adjusted according to the procedures and conditions set forth below.

Employees should attempt to resolve problems informally with their immediate supervisor before resorting to the grievance procedure. Any agreement between the employee and the supervisor will be a non-precedent setting settlement.

The grievance shall include the following:

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

Section 6.02 - Step One

The employee or the Union through its steward or field representative shall submit the grievance in writing via certified mail, or hand delivery, to the Operations Manager or his/her designee within fifteen (15) calendar days of the occurrence giving rise to the grievance, or from the date the employee or the Union was made aware of the action being grieved. The Operations Manager or his/her designee shall meet with the grievant and/or his/her representative within fifteen (15) calendar days and give his/her answer in writing within fifteen (15) calendar days after such discussion. In case of a discharge or suspension the grievance must be filed within fifteen (15) calendar days of the Union receiving notification of such discharge or suspension. Grievances resolved at this step shall not be precedent setting.

Section 6.03 - Step Two

If the procedure in Step One fails to resolve the grievance then, within fifteen (15) calendar days after the receipt of the Step One answer, the grievance shall be submitted in writing, via certified mail, or hand delivery, to the Regional Director or his/her designee. The parties shall meet in an attempt to resolve the issue within fifteen (15) calendar days after such submission, and the Employer shall respond in writing within fifteen (15) calendar days from the date of the meeting. Grievances resolved at this step shall not be precedent setting unless mutually agreed to by the parties.

Section 6.04 – Step Three

The Parties encourage the use of voluntary non-binding mediation as a means of settling disputes without the time and expense of arbitration. Within fifteen (15) calendar days of the Union's receipt of the Regional Director's reply to the grievance at Step Two, the parties may meet to discuss the possibility of signing a written agreement to submit the dispute to voluntary non-binding mediation.

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

If the parties sign a written agreement to submit the dispute to mediation within fifteen (15) calendar days after the Union's receipt of the Regional Director's answer to the Step Two grievance, then the deadline to submit the grievance to arbitration (Step Four) shall not begin to run until the date the mediator gives his/her oral recommendations to the parties. Otherwise, the deadline to submit the grievance to arbitration shall begin to run on the date the Union receives the Regional Director's answer to the Step Two grievance.

Section 6.05 - Step Four

If the grievance is not satisfactorily resolved at Step Two (or at Step Three, if the parties have agreed to voluntary mediation), the Union may submit the grievance to arbitration. The Union must submit notice of intent to arbitrate, in writing, to the Employer no later than fifteen (15) calendar days after either the date the Union receives the Regional Director's Step Two answer to the grievance, or the date the mediator gives his/ her oral recommendations to the parties, whichever is appropriate. Additionally, the Union shall file a written demand for arbitration with the American Arbitration Union ("AAA") no later than thirty (30) calendar days after either the date the Union receives the Regional Director's Step Two answer to the grievance, or the date the mediator gives his/ her oral recommendations to the parties, whichever is appropriate. An arbitrator shall be selected in accordance with AAA procedures and an arbitration shall be conducted in accordance with its Voluntary Labor Arbitration rules and the terms of this Agreement.

- A. The arbitrator's authority shall be limited to resolution of the particular issue(s) submitted to the arbitrator by the Union and the Employer and the authority conferred by this Agreement. The arbitrator shall have no authority to alter, change, ignore, delete from or add to the provision of this Agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented by the parties. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents at the arbitration hearing. The arbitrator shall also have the authority to resolve any pre-hearing motions. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action where the Employer shall have the burden of production and proof at the hearing.

The arbitrator's function is to interpret the Agreement. The arbitrator shall consider only the particular issue presented in writing by the Employer and the Union. The arbitrator shall have no authority or power to add to, delete from, or alter any of the provisions of this Agreement, or disregard the rights of the Employer in determining levels of discipline, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to specific facts of the issue in dispute.

- B. The fees and expenses of the arbitrator shall be borne by the losing party. Other arbitration expenses incurred by either party, such as pay for witnesses, legal fees, transcripts fees, etc., shall be the sole responsibility of the party incurring such expenses.
- C. Monetary awards shall be reduced by any unemployment compensation or other compensation earned or received by the grievant.
- D. The decision of the arbitration shall be final and binding on the Employer, the Union and the grievant.

Section 6.06 - Time Limits

By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and this extension must be confirmed in writing within the specified time limits.

In the event the Union fails to appeal the grievance to the next step of the procedure, or either party fails to respond to the grievance within the time limits specified, the grievance shall be resolved based on the opposing party's last stated position without setting precedent.

Section 6.07 - Participants

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

Section 6.08 - Complaint Procedure

Any other complaint that is not covered by the terms and conditions of the Agreement may be taken up to Step 2 of the grievance procedure. The decision at the Step 2 level may not be taken to arbitration.

Section 6.09 – Liability

Liability for back wages, time off accruals, or any other economic benefit, shall be limited to one hundred eighty (180) calendar days from the date a grievance is appealed by the Union to arbitration or to any other method of resolution mutually agreed to by the parties. Any time limit extensions requested by the Employer and approved by the Union in writing shall extend the one hundred eighty (180) calendar day maximum liability period by an amount of days equal to such extension.

ARTICLE 7 – PROBATION PERIOD

Section 7.01 – Probationary Period

Full-time employees covered by this Agreement shall be on probation for their first twelve (12) months of employment. Regularly scheduled part-time employees covered by this Agreement shall be on probation for their first twelve (12) months of employment. Employees may be discharged for any reason during such probationary period without recourse through the grievance procedure set forth in Article 6, unless a violation of Article 4 and/or Article 18 has occurred. An employee's probation period may not be extended except by mutual agreement between the Employer and the Union.

ARTICLE 8 - HEALTH AND SAFETY

Section 8.01 - Employee's Right to Refuse Unsafe Work

No employee shall be required to work under hazardous conditions or with unsafe equipment, which would be hazardous to him/her or to his/her, co-workers and/or a patient's health and safety. Employees who become aware of hazardous conditions and/or unsafe equipment must notify the on-duty supervisor as soon as possible. Employees who violate Company safety rules and regulations may be subject to disciplinary action up to and including termination. No employee will be subject to discipline for reporting a health or safety problem.

Section 8.02 - Company Paid Immunizations

The Employer will either provide or pay the fees for only those immunizations which are in accordance with the recommendations of the United States Public Health Service Advisory Committee on Immunization Practices which are recommended by the County Health Officer. The Employer reserves the right to determine times and locations within the county of employment where an immunization must be obtained. If the Employer elects to provide an immunization, the Employer will not pay the fees for any employee who obtains it elsewhere. All employees shall either obtain each immunization provided by the Employer or sign a waiver as requested by the Employer.

Section 8.03 - Safety Equipment

Employees shall be required to use the following safety and protective gear in accordance with policy as established by the Employer and in effect at the time of this Agreement:

- A. Leather Gloves
- B. Hearing and Eye Protection
- C. Safety Helmets with Face Shields

Upon presentation of a receipt dated on or after the effective date of this Agreement, the Employer shall reimburse non-probationary, full-time employees for expenditures for repair or replacement of the following items once each two (2) calendar years, up to a total maximum of two hundred and fifty dollars (\$250). Employees may choose to receive either two hundred and fifty dollars (\$250) for one item listed below or one hundred twenty-five (\$125) for each item. Ballistic vests will only be eligible for reimbursement once during the life of this Agreement:

- A. Steel-toed boots or, where appropriate, other safety footwear mutually agreed to between the Union and management.
- B. Ballistic vests
- C. Job related safety equipment with prior agreement between the Union and Employer.

Upon presentation of a receipt, the Employer shall reimburse part-time employees for expenditures for repair or replacement of the above items up to a maximum of one hundred and fifty dollars

(\$150) once during the life of this Agreement. Such employees may choose to receive either one hundred fifty dollars (\$150) for one (1) item listed above or seventy-five dollars (\$75) for each item.

To be eligible for this benefit, part-time employees shall have been continuously employed by the Employer for more than one (1) year; not employed by any other EMS agency; and demonstrate to the Employer that such employee(s) worked for the Employer seven hundred (700) or more hours in the preceding year.

Section 8.04 - DMV Physical Examinations

Employees may be required, at the Employer's discretion, to submit to an Employer provided physical examination on a biannual basis. This examination, if provided, will be sufficient to meet Department of Motor Vehicle requirements for an Ambulance Driver's License. Medical records of such examinations shall be confidential.

Section 8.05 - Crew Quarters

Crew quarters shall be maintained in accordance with all state, federal and local laws, ordinances, and regulations.

When new, and/or replacement crew quarters are under consideration by the Employer, an Union designated steward from the bargaining unit who will be using the new and/or replacement crew quarters will be given the opportunity to review the prospective crew quarters and provide input to the adequacy of such facilities prior to a final decision being made by management. However, any such input provided by the Union designated steward shall be advisory only, and shall not be binding on the Employer

Section 8.06 - The Use of Tobacco Products

Smoking or use of tobacco products, in any form including smokeless tobacco will not be permitted in any space and/or vehicle leased or owned by the Employer or while in any customer facilities, including offices, hallways, waiting rooms, restrooms, lunchrooms, meeting rooms, and all community areas unless designated as a smoking area.

Section 8.07 - Driver Exclusion

Employees, who are excluded from driving company vehicles by the Employer's insurance carrier or by the Employer's Driving Record Standards contained in Section 8.8 below, shall be subject to appropriate corrective action, up to and including termination. All drivers shall be solely responsible to remain properly certified and/or licensed according to the State requirements to drive ambulance units. Violations of such certification and/or licensure requirements are not subject to the grievance procedure provided in Article 6 of this Agreement.

Section 8.08 - Driving Record Standards

Employees who are excluded from driving company vehicles by the Employer's insurance carrier or by the Employer shall be subject to appropriate corrective action, up to and including termination.

Drivers will not be acceptable to the Employer to drive Company vehicles if their MVR or Employer loss records reveal convictions for any of the following reasons within the past thirty-six (36) months or as otherwise indicated below:

1. DWI/DUI/BAC (Blood Alcohol Content); in physical control; Open container; Implied consent; or Drug Abuse.
2. Hit and run or leaving the scene of an accident.
3. More than two (2) at-fault collisions. The first at-fault collision in any 36-month period shall result in counseling and remedial drivers training. The second at-fault collision in any 36-month period shall result in a one-shift suspension. A third at-fault collision within 36 months will be cause for termination.
4. More than three (3) moving violations.
5. A combination of two (2) at-fault collisions and two (2) moving violations within the past twelve (12) months or a combination of two (2) at-fault collisions and three (3) moving violations within the past thirty-six (36) months.
6. Suspended or revoked license, even if the suspension does not apply to employment usage.
7. Driving while license suspended or revoked.
8. Reckless driving.
9. Falling asleep at the wheel while the vehicle is in motion, at any time.
10. Use of a vehicle in a felony, at any time.
11. Any "speed" contest or exhibition of speed.
12. Fleeing/eluding any police officer.
13. Record which evidences disregard for the law, evidenced by an accumulation of more than two (2) non-moving type violations, (i.e., failure to appear, financial responsibility, expired license, etc.)

"At fault" shall be determined based upon consideration of whether a "reasonable person" in similar circumstances would have avoided the accident. Such determinations shall take into consideration all relevant facts including: road conditions, vehicle status, driver status, etc. If a police report or citation is issued, such report or citation shall be considered in light of all other known facts.

ALL DRIVERS MUST BE PROPERLY CERTIFIED ACCORDING TO THE STATE REQUIREMENTS TO OPERATE AMBULANCE UNITS.

Section 8.09 - Ergonomics and Office Equipment

The Employer agrees to use its best efforts to insure that ambulances directly purchased or ordered for the Turlock Operations (after ratification of this contract) will provide seating for the driver and attendant in the front compartment which is a cloth covered captain's chair style, with lumbar back support and arm rests, as soon as the Employer's current vehicle manufacturer can begin installing such items.

ARTICLE 9 - EDUCATION AND TRAINING

Section 9.01 - Paramedic Continuing Education

All full-time paramedics shall be allowed to attend CE training of up to forty-eight (48) hours every two (2) calendar years with regular pay while off duty. Employer provided CE training shall be given reasonable preference by employees over outside providers where the subject of such training is the same. Payment for CE hours shall not be counted as hours worked for the purposes of calculating overtime.

Section 9.02 - Paramedic Re-certification and Re-licensure Fees

- A. The items listed below may be required to maintain paramedic accreditation. The Employer will provide each required item at no charge or reimburse full-time employees any fees paid, upon verification of a passing score or certificate of completion and presentation of receipt of payment.

If the employer provides any of the following training within the three (3) months preceding the expiration date of a license or certification, and if there is an available opening in the training and an employee elects not to participate, then he/she will remain responsible for payment of all required fees.

1. Advanced Cardiac Life Support
 2. Basic Cardiac Life Support
 3. Pediatric Advanced Life Support or PEPP
 4. Pre-hospital Trauma Life Support - or Basic Trauma Life Support or ITLS
 5. Any other license/certification required by the County or State
- B. The Employer shall reimburse full-time paramedics for re-licensure and re-accreditation fees required by the state and county upon proof of payment. The Employer shall reimburse Full-time paramedics for the renewal cost of the State of California Ambulance Driver License fee upon presentation of the renewed certificate and receipt for proof of payment.

Part-time employees who have been employed by the Employer for more than one year; who have not been employed by any other EMS agency; and who demonstrate to the Employer that such employee(s) worked for the Employer seven hundred (700) or more hours in the preceding year, will upon providing the receipt for proof of payment and renewed certificate to the Employer, be reimbursed for re-licensure, re-accreditation fees and reimbursed for the cost of obtaining the State of California Ambulance Driver License.

Section 9.03 - EMT Re-certification

- A. All full-time EMTs shall be allowed to attend Employer provided continuing education training or an EMT re-certification class, whichever is required by the county in which the EMT is employed, for up to twenty-four (24) hours every two (2) calendar years while off

duty. Payment for CE hours shall not be counted as hours worked for the purposes of calculating overtime.

- B. The Employer shall reimburse full-time EMTs for re-certification fees required by the state and county upon proof of payment. The Employer shall reimburse Full-time EMT's for the renewal cost of the State of California Ambulance Driver License fee upon presentation of the renewed certificate and receipt for proof of payment.

Part-time employees who have been employed by the Employer for more than one year; who have not been employed by any other EMS agency; and who demonstrate to the Employer that such employee(s) worked for the Employer seven hundred (700) or more hours in the preceding year, will upon providing the receipt for proof of payment and renewed certificate to the Employer, be reimbursed for re-licensure, re-accreditation fees and reimbursed for the renewal cost of obtaining the State of California Ambulance Driver License.

Section 9.04 - Licensing/Qualifications

All employees required by law and/or Employer policy to hold any license, certificate, or accreditation in order to perform their job responsibilities are solely responsible for maintaining such license, certificate, or accreditation in current, valid status.

Section 9.05 - Orientation

All new employees will be provided with “*the Company Standard of Orientation*” program.

Section 9.06 – Mandatory Training

The Employer may from time-to-time require mandatory training which may include training related to OSHA, HIPAA, Anti-Harassment, etc. To assure a proper training environment and efficient planning for such training, a training schedule will be posted in all stations at least forty-five (45) calendar days in advance. All employees must attend one of the posted training sessions. If an employee fails to attend any of the posted training sessions, the employee shall be placed on leave without pay for a maximum of thirty (30) days or until the employee completes such training, whichever is earlier. Should the employee not complete the mandatory training within thirty (30) days after being placed on unpaid leave, the employee shall be subject to corrective action up to and including termination. In the event an employee fails to attend any of the Employer-offered mandatory training sessions, the employee shall be solely responsible for scheduling makeup training and for the cost of the makeup training. Time spent in Employer mandated training shall be paid as hours worked. The Union acknowledges and agrees that there may be instances where, due to operational needs or other circumstances, mandatory training will occur with less than forty-five (45) calendar days advance notice.

In the event the Employer is not be able to provide a minimum of fourteen (14) calendar days' notice for Employer required training, any employee that was unable to attend shall make up the training at the start of their next scheduled shift, however, they will not be allowed work until the training has been completed. This “short term” notice provision shall not apply to any local, county, state, or federal mandated training.

Section 9.07 – Corporate Integrity Agreements Training (“CIA”)

Employees may be required to complete general compliance training annually as directed by the Employer. All CIA training must be completed by the date determined by the Employer. Those who do not complete the training two (2) weeks prior the date determined by the Employer will be subject to immediate suspension. The Employer will make a reasonable attempt to notify employees at least thirty (30) calendar days prior to the completion date determined by the Employer that they have not completed the required training. Employees who do not complete the training by the date determined by the Employer shall be subject to immediate termination. Additionally, new hires have 30 days from date of employment to complete the general compliance training course and 60 days to complete the specific training courses. If the training is not completed within the required timeframe, the employee will be subject to immediate termination.

ARTICLE 10 - HOURS OF WORK

Section 10.01 - Work Schedules

Based on the needs of the operation, as determined by the Employer in its sole judgment, the Employer 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 major shift changes, the company will inform the Union as per article 4.04.

Section 10.02 - Work Schedules Posted

Work schedules shall be posted and/or provided to employees at least fourteen (14) calendar days in advance.

Section 10.03 - Normal Hours of Work

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. This Article shall not be considered as any basis of the calculation of overtime.

Section 10.04 - Maximum Consecutive Shifts

No employee shall be required to work more than two (2) consecutive shifts without a minimum break period of twelve (12) hours.

Section 10.05 - System Status Management

The Employer is bound to response time commitments and reserves the right to amend the unit deployment and staffing plans as the Employer deems necessary to insure financial and contractual obligations and will notify the union prior to such change when practical. Where such prior notification is not practical, the union will be notified as soon as time permits. Upon written request by the union, the Employer shall meet with the union to discuss the impact on the employees. However, the decision to make such changes shall not be negotiable or grievable except for issues of seniority and/or shift bidding.

If the parties are unable to reach an agreement over the impact of the changes on the employees within a fourteen (14) day period, the Employer shall have the right to implement these changes and the resulting impact of these changes upon the expiration of the fourteen (14) day period without further consultation with the Union. Prior notice shall not be required if a change is made to meet emergency conditions, but in no case shall a change to meet emergency conditions be continued more than twenty-one (21) days without the required notice. Employees shall be scheduled as deemed necessary by the Employer in its sole judgment to meet the system status management plan.

Section 10.06 - Workweek and Workday Defined

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

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

All employees are eligible to participate in the Direct Deposit pay program when such program becomes effective. This electronic deposit of funds produces a check stub instead of an actual check at each pay period.

Section 10.07 - Call In/Call Back 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 at the appropriate wage rate.

The sole exception to this Section 10.7 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.

Section 10.08 - Report in Pay

An employee who reports to work as scheduled by or requested by the Employer and who is not permitted to work the scheduled or requested “employee assignment” shall accept assignment to another unit for the duration of the originally scheduled shift, or if assignment to another unit is not available, accept alternative work for the duration of the originally scheduled shift. If no such work exists, the employee will be paid for four (4) hours.

By mutual agreement between the Employer and the employee, the Employer may release an employee from duty; in such circumstances the employee shall only be compensated for the time the employee was on the clock.

Section 10.09 - Holdover

Should the potential for a mandatory holdover arise, a reasonable effort will be made by the on-duty supervisor, or his/her designee, to find voluntary coverage before a mandatory holdover is implemented. No employee will be held over longer than two and one half (2.5) hours beyond his or her regularly scheduled end of shift without the employee’s agreement.

Section 10.10 - Documentation of Holdover

The Employer will maintain a record of all Employer initiated holdovers, which last for a period of greater than one (1) hour. The employee shall initiate the record on a Company Incident Report form and provide the same to the Employer. This record will be made available to the Union within a reasonable time upon request.

Section 10.11 - Reporting for Work

Employees will report for work call-ready at the location of their workstation at the assigned time for the shift and will remain on duty, barring extenuating circumstances, until properly relieved.

Section 10.12 - Job Abandonment

Barring extenuating circumstances, any employee who fails to report to work or to notify the Employer of the specific reason(s) for his absence for two (2) consecutive scheduled shifts, including pre-scheduled overtime shifts, shall be considered to have abandoned his job and to have voluntarily terminated.

Section 10.13 - Two Employees/Same Assignment

In the event 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 of them is regularly scheduled for that assignment the most senior will choose whether or not to work. Should the most senior employee decide not to work the employee with the lesser seniority must work.

Section 10.14 - Shift Trades

Full-time and regularly scheduled part-time employees may be allowed to trade shifts in accordance with the following procedures:

1. Submit a completed Shift Exchange Form to the Director of the Department or his/her designee forty-eight (48) hours prior to the date of the requested trade. A completed Shift Exchange Form will include the signature of both employees.
2. The Employer's designated supervisor or scheduler will respond to the request at least twenty-four (24) hours prior to the beginning of the applicable shift. Trades/giveaways will be approved at the discretion of the Employer designee. This discretion will be exercised reasonably. The shift trade/giveaway of any employee may be denied by the Employer for operational requirements.
3. Shift trades/giveaways shall not result in additional labor costs to the Employer. Shift trades/giveaways must occur during two consecutive pay periods. Shift trades must be for full shifts, no partial shift trades shall be allowed.
4. The shift trade/giveaway will not be allowed for the purpose of avoiding discipline.
5. Employees will be held accountable for shifts they agree to cover.
6. Failure of an employee to show ("no show") for agreed shift trade/giveaway may result in termination of employee's shift trade privileges for up to six (6) months.
7. Shift trades/giveaways may be unlimited. Shift trades must be between two available employees and shall be considered null and void in the event of any leave of absence.
8. The shift trade/giveaway does not result in an uncovered shift.
9. Trades/giveaways that result in a lower level of certification will be presented to the Employers designated scheduler. Paramedics cannot do a shift trade or giveaway to an EMT unless they are working on a double medic unit.
10. Exceptions to any of the above may be made at the Employer's sole discretion.

Section 10.15 - Meal Periods

Employees shall be entitled to two (2) meal breaks of thirty (30) minutes each during each twelve (12) hour shift. Employees shall be entitled to three (3) meal breaks of at least thirty (30) minutes

each during each twenty-four (24) hour shift. Employees shall also be entitled to a ten (10) minute paid rest period for each four (4) hour work period.

Employees are required to take their meal periods during times of non-activity. For purposes of this section, “non-activity” means the employees are not handling any calls, are not performing any work, and are not traveling to or from a post location.

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

Employees requesting additional pay should complete and submit the appropriate form to the Employer. To the extent CAD records and/or unit activity reports show that an employee requesting the additional one (1) hour of pay had sufficient periods of non-activity greater than thirty (30) minutes in which to obtain the meal periods set forth above, the request for the additional one (1) hour of pay may be denied on the basis that the employee received all required meal periods. The Employer agrees to exclude the first two hours and last two hours of an employee’s twelve (12) or twenty-our (24) hour shift for the purpose of determining a period of non-activity.

ARTICLE 11 - SENORITY

Section 11.01 - Seniority Defined

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

Seniority for part-time employees shall be defined as the period of continuous service from the employee's most recent date of hire into such part-time employee's current classification. Part-time employees who become full-time employees will be given fifty percent (50%) of their part-time seniority for purposes of shift bidding, layoff, and recall.

Seniority for employees who change job classifications shall remain unchanged for purposes of time-off accruals, benefits, and layoffs.

All decisions which are subject to seniority application will be made based on the most recent seniority list which has been reviewed and approved by an Union representative. The Employer will have no liability for the application of seniority dates that are determined later to be incorrect.

Section 11.02 - Definition of Regular Full-Time Employee

Regular full-time employees will be those employees who are designated as such by the Employer and are defined as those employees who are regularly scheduled to work a schedule predetermined by the Employer which consists of forty (40) hours per week or more.

Any full-time employee whose work hours per week fall below forty (40) for a period of eight (8) continuous weeks shall have their status changed to part-time if such absence was for reasons other than being on a scheduled vacation or an approved leave of absence.

Section 11.03 - Definition of Regular Part-Time Employee

Regular part-time employees will be those employees who are designated as such by the Employer and who are regularly scheduled to work less than forty (40) hours per week, and/or those employees who work on an intermittent, on-call, or temporary basis.

Part-time employees who work forty (40) or more hours each week for more than six (6) continuous months will have their status changed to full-time, unless declined by the employee.

Section 11.04 - Loss of Seniority

An employee shall lose all seniority rights and employment will cease for any of the following reasons:

- A. Resignation.
- B. Discharge for cause.
- C. One hundred and eighty (180) calendar days of continuous layoff. This may be extended in increments of three (3) months by mutual agreement of the parties.

- D. Failure to report on recall to work following layoff within one (1) calendar week after notice by Certified mail has been received by the employee. This shall not apply if an employee on layoff has informed the Company by certified mail, within one (1) calendar week of receipt of their recall letter, of his/her intent to return to work. After such notification, the employee must report within four (4) weeks.
- E. Barring extenuating circumstances, failure to report to work at the conclusion of an authorized leave of absence.
- F. Absence for any reason extending beyond one hundred and twenty (120) calendar days, excluding absence for industrial injury or illness or an approved leave of absence.

Section 11.05 - Recall from Layoff

Except as required by law, the Employer shall notify affected employees of any anticipated reduction in force as far in advance as possible, but in no case less fourteen (14) calendar days in advance. Employees shall be laid off by inverse Company seniority within their classification.

As positions become available in the Turlock Operations, qualified employees on layoff status shall have the right to be recalled up to one hundred and eighty (180) calendar days from the effective date of layoff and shall be recalled based on Company seniority. Employees recalled to employment shall be sent a certified letter announcing such recall. Recalled employees who fail to respond within two (2) weeks from the date of the recall letter or refuse a recall shall be considered to have waived their recall rights. Positions shall be filled based on the seniority of the employees that respond by the two (2) week notice. After one hundred and eighty (180) calendar days from the effective date of the layoff, employees who have not received written notice of recall may notify the Employer of their continued interest in reemployment. Employees recalled from layoff shall be reinstated to their former position. Such employees will have health benefits restored effective the first day of the month immediately after the month in which they return to work.

Employees who have been notified in writing by the Employer that they will be laid off may apply for an existing, vacant position with the Employer if they meet all required qualifications. Such employees will receive preference in the hiring process over non-employees provided they have notified the Employer in writing within seven (7) calendar days of receipt of layoff notification. Employees who accept such a position shall be paid the rate of pay of the new classification and shall retain their position on the recall list until such recall rights have expired as provided in Section 11.5, C above, or until recalled to their former position, whichever comes first.

No new employees 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.

Qualified employees shall have current and valid licenses and certifications at the time of recall. Employees who are without current valid licenses and certifications shall not be eligible for recall and shall lose all rights to recall.

Section 11.06 - Seniority Lists

Seniority lists will be maintained by the Union. Upon request by the Employer, the Union shall provide a seniority list of all regular full-time employees covered by this Agreement, and a seniority list of all regular part-time employees covered by this Agreement, both of which shall include each employee's seniority date. To maintain this list, the employer agrees to provide the needed information to the Union. All decisions which are subject to seniority application will be made based on the most recent seniority list which has been reviewed and approved by a Union representative. The Employer will have no liability for the application of seniority dates that are determined later to be incorrect.

Section 11.07 - Filling Vacant Positions

Vacant positions shall be filled subject to the following provisions:

- A. Positions declared vacant by the Employer shall be posted within the county for seven (7) calendar days. The resulting vacancy, if any, shall also be posted for seven (7) calendar days. Subsequent vacancies shall be filled at the Employer's discretion.
- B. The most senior qualified non-probationary employee applying for the posted vacant position shall be assigned to the vacancy,
- C. An employee who is under a quality improvement plan (remediation plan) shall not be allowed, or required, to assume a vacant position without the mutual consent of the employee and the Employer.

Section 11.08 - Work Schedules

- A. Unless circumstances beyond the Employer's control dictate otherwise, work schedules and changes to the employee's regular unit assignment shall be posted and/or provided to employees at least fourteen (14) calendar days in advance. The Employer reserves the right to adjust daily employee shift/unit assignments as necessary to meet operational needs.
- B. The Union and the Employer agree that supervisors will only be allowed to work as many shifts as may be required by the local Emergency Medical Services Agency to maintain such supervisor's accreditation.
- C. Notwithstanding the provisions of sub-section (B.) above, supervisors shall be allowed to work in bargaining unit positions when necessary to avoid shutting down a field unit and/or in emergency situations.
- D. Part-time employees will submit an availability list of ten (10) days that they are available to work to the scheduler no later than fourteen (14) days prior to the end of the month. Of those days submitted, the employee must work at least one (1) shift.
- E. Part-Time employees shall be required to work one (1) shift per month, providing shifts are available. Failure to meet this requirement will result in employee being removed from the part-time employee list.

Section 11.09 - Seniority for Scheduling

Employees may fill out an availability form indicating which days they are available to work. In the filling of temporary vacancies on a shift, part-time employees will have preference over full-time employees in seniority order who are not scheduled to work, or have not worked, or as a result of this offer will not work over forty (40) hours in the week of the open shift.

Section 11.10 - Seniority Application

For purposes of overtime, time off accruals, scheduling, transfer, layoff or recall from layoff, seniority shall prevail within any classification within the bargaining unit. For a transfer to a special assignment or promotion seniority will prevail provided that skill, ability and job performance are relatively equal.

Section 11.11 - Transfer

A transfer is defined as the reassignment of a qualified non-probationary employee from their current department to an open position in another department, at the request of the employee.

Section 11.12 - Compensation for Required Classroom/Field Training and/or Evaluation

For employees transferring into the bargaining unit, transferred employees will be paid at the pay step appropriate to their company seniority at the 12/42-hour unit rate on the pay scale of the “new” department for all required classroom training, field training or field evaluation.

Section 11.13 - Transfer from Another Bargaining Unit

Employees who are granted a transfer to an open position in Turlock in lieu of a layoff or in the event of an ordinary transfer to an open position, shall retain his/her hire date seniority with the company for benefit purposes only. The said employee will start at the bottom of the Union seniority list for shift bidding and/or layoff purposes.

ARTICLE 12 - PAID TIME OFF(PTO) AND HOLIDAYS

Section 12.01 - Paid Time Off (PTO)

All regular full-time employees covered by this Agreement shall be eligible for Paid Time Off (PTO), which shall accrue from date of hire, without loss of pay in accordance with the schedule provided in Section 12.02. Such time may be used for personal time, vacation or sick time as the employee wishes, or as contractually obligated. However, employees on probation shall not be allowed to utilize accrued PTO for vacation, as defined in Section 12.04.

Section 12.02 - Paid Time Off (PTO) Schedule

- A. Regular full-time employees shall have Paid Time Off (PTO) benefits computed in accordance with the following schedule:

<u>Continuous Full-Time Service</u>	<u>PTO Benefit (40 hr equivalent time off)</u>
1 through 4 years	4.85 hours per pay period
5 through 7 years	6.47 hours per pay period
8 through 10 years	8.08 hours per pay period
11+ years	9.70 hours per pay period

- B. Upon a field employee's shift/unit change, any accrued but unused PTO will be converted to allow the equivalent time off based on the same number of calendar days.

Section 12.03 - PTO Use

An employee may utilize accrued PTO on a daily basis provided the employee notifies the Employer at least two (2) hours prior to the start of the employee's shift. Requests for PTO use in excess of one (1) day must be submitted at least three (3) days in advance of the intended usage date. Multiple requests for the same day off shall be approved in seniority order. PTO requests received with less than three (3) days' notice shall be approved to the extent local staffing requirements permit on a first come, first served basis. Requests for PTO usage which are related to emergencies and other unexpected and unplanned events shall not be unreasonably denied by the Employer. Once an employee's request has been approved, it cannot be canceled for reasons other than a major emergency.

Excessive single day PTO usage in close succession and/or a regular pattern of single day PTO usage may be grounds for disciplinary action if such usage is not explained to the satisfaction of the Employer.

Section 12.04- PTO Week Use

A PTO/vacation week shall consist of seven (7) consecutive calendar days. PTO/vacation pay benefits shall be paid as time worked.

Section 12.05 - Vacation Scheduling

Vacation dates may be reserved for the following calendar year (January 1 through December 31), on a seniority basis, by submitting a written request to Scheduling before November 30 of each year. Requests received after November 30 shall be approved on a first come first served basis.

The Employer may limit the number of employees on vacation during the same period of time, based on operational requirements. Requests for the period from Thanksgiving Day through New Year's Day each year are subject to operational needs. Vacations over two (2) weeks in length, or schedules calling for multiple employees from the same bargaining unit on vacation for any week, are subject to operational needs.

Section 12.06 - PTO near Holidays

PTO near holidays may be granted on a first come, first served basis, based on operational needs. Any and all scheduling conflicts will be resolved on a first come first served basis. Where more than one request for the same time off has the same date of request, seniority shall prevail between such requests.

Section 12.07 - PTO Carry Over

The maximum accrual that an employee's PTO bank may reach at any time is the combination of the employee's current annual PTO accrual plus eighty (80) hours (i.e. if an employee accrues at 9.70 hours per pay period (252 hours annualized), the employee shall not have a PTO balance of more than 322 hours at any time). Once the PTO bank reaches the maximum allowed, no further PTO will accrue until the employee's PTO bank falls back within the prescribed limits either through usage or sell back.

Section 12.08 - PTO Pay at Termination

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

Section 12.09 - PTO Pay in Lieu of Time Off

Employees may, at their option, choose to receive pay in lieu of time off two (2) times per year for up to 50% of their PTO accrued amount. Requests for such payment need to be received fourteen (14) days in advance. If requested by the employee, pay in lieu of time off shall be issued on a separate payroll check during the regular payroll cycle.

Section 12.10 - Holidays

The following days shall be considered paid holidays for the purpose of holiday pay for employees who work on the holiday. Employees who work on a designated paid holiday will receive an additional one half-times (.5x) pay for hours worked.

- A. New Year's Day
- B. Presidents Day
- C. Memorial Day
- D. Independence Day
- E. Labor Day
- F. Veterans Day
- G. Thanksgiving Day
- H. Christmas Day

Employees are eligible for holiday pay starting on the first day of part-time or full-time employment. Employees must work the last scheduled day before a holiday *or* the first scheduled working day following the holiday in order to be eligible for holiday pay unless time off on these days has been approved with pay. Employees must work the holiday in order to be eligible for holiday pay. Holiday compensation will be paid for all hours worked on the holiday between 0000.00 and 2359.59 hours. There shall be duplication and/or pyramiding of overtime.

ARTICLE 13 - LEAVES OF ABSENCE (LOAs)

Section 13.01 - Personal Leave

All full-time employees may request an unpaid Personal Leave of Absence (PLOA). A PLOA cannot exceed ninety (90) calendar days in a rolling 12-month period and must be for a minimum of thirty (30) calendar days. At no time shall a leave of absence be granted for the purpose of finding alternative work or working for any other employer.

Personal Leaves may be granted due to special circumstances, as determined on an individual basis. Personal Leaves may be granted at the sole discretion of AMR. If granted a PLOA, the employee shall be required to use all accrued paid time off before the unpaid portion of the leave begins.

If an employee is granted a PLOA, efforts will be made to hold their position open for the period of the approved leave. However, AMR cannot guarantee that the Employee will be returned to their position either before or upon the expiration of the leave.

Section 13.02 - Benefits During Personal Leave of Absence

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

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

If benefits are discontinued, team members and/or qualified dependents will be offered continuation of benefits as provided for in the Internal Revenue Code Section 162(k), Consolidation Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer matching contributions to the company 401(k) Plans will not be made during any non-FMLA Leave of Absence. Employees are eligible to resume participation in these plans as provided for in the plan document. 401(k) loan payments may be suspended for up to one year during a leave of absence if written notice is provided to the Benefits Service Team. It is very important that employees contact their local HR Representative if they are going to apply for a Leave of Absence.

Section 13.03 - Family, Pregnancy, and Medical

Employees may request a leave of absence under the provisions of the Federal Family and Medical Leave Act of 1993 or the California Family Rights Act as amended in 1993, provided they meet all of the criteria required by these Acts. In all cases, the employee should make a reasonable effort to provide the Employer with not less than 30 days' notice of the intent and reason for the leave. The Employer shall have the right to request the Employee obtain medical opinions and certifications supporting the leave request. In all cases of leave under the provisions of the Family and Medical Leave Act of 1993 or the California Family Rights Act as amended in 1993, the

employee shall be returned to their former or an equivalent position upon return from the leave. The Employer may require employees to use accrued paid time off (“PTO”) while on approved family and medical leave. However, intermittent medical leave, including partial day absences, will be charged to the employee’s available PTO. Once an employee’s PTO is exhausted, the remainder of any family or medical leave will be unpaid.

Medical benefits for employees on Family and Medical Leave will continue to be provided by the Employer on the same basis as when the employee was actively at work provided that if the employee is normally responsible for a portion of the health insurance premium, the employee must continue to make such payments to maintain coverage.

Where the employee has been on leave because of personal illness or injury, the Employer reserves the right to require the employee to submit to a physical examination and/or provide an Employer’s Unrestricted Return to Work Clearance Form completed and signed by a physician, prior to returning to work.

An employee who does not return to work on the first shift scheduled after a Family and Medical leave will be considered to have voluntarily resigned from employment. The sole exception will be if the employee is prevented from returning to work due to expired licenses, certifications or accreditations, in which case the employee shall have sixty (60) thirty (30) calendar days from the date of the leave expiration to restore any required license, certification or accreditation. The Employer retains the right to terminate any employee who fails to restore the required license, certification or accreditation within the sixty (60) thirty (30) calendar day period immediately following expiration of such license, certification or accreditation.

Section 13.04 - State Law

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

Section 13.05 - Worker’s Compensation Leave

Worker’s Compensation Insurance benefits shall be granted in accordance with all applicable laws.

Employees who suffer a work-related illness or injury that renders them temporarily unable to perform their regular job duties shall be granted a leave of absence for a maximum of twelve (12) months from the date the leave commences. An employee who fails to return at the end of a scheduled leave of absence shall be considered separated from employment. If an employee accepts employment elsewhere during the leave without prior approval of the Employer, the employee shall be considered separated from employment.

Employees who suffer a work-related catastrophic illness or injury as defined by the Employer’s workers compensation carrier shall be allowed to reapply for employment up to twenty-four (24) months from the original date of injury, provided the employee has been provided a complete release from their physician and pass the Employers Physical Agility Test (PAT), and upon reemployment shall have all seniority restored.

In lieu of a leave of absence, the Employer may offer limited or light duty work for a maximum (120) calendar days to employees who suffer a work-related illness or injury, whenever such work is available, and the employee is able to safely perform such work.

Employees on a leave of absence due to a work-related illness or injury shall continue receiving all health benefits for a maximum of twelve (12) months provided the employee continues paying his/her normal contributions for such benefits. Employees may elect to discontinue health benefits while on a leave of absence.

Employees on a Workers' Compensation leave of absence for less than twelve (12) months will be allowed to return to their regular job classification and job assignment only upon verification of medical release by an authorized medical physician. Workers' Compensation leave of absence will run concurrent with any other qualified LOA.

Section 13.06 - Union Leave

Employees who have been continuously employed for at least one (1) year may request a leave of absence for Union business without pay for a period of time not to exceed ninety (90) calendar days. This request must be in writing and must be accompanied by a letter from an Union representative requesting the leave of absence. Requests for leaves will be considered based on the employee's performance and the impact on the Employer's operations. In no event shall more than one (1) employee at a time receive approval for a leave of absence for Union business. Employees on a leave of absence for Union business will continue to accrue Company seniority.

Section 13.07 – Military Leave

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state and local law. Military leaves are unpaid, but the employee may use accrued vacation pay during the absence. If an employee chooses to continue health benefits while on military leave, the Company will continue to pay the Company-portion of insurance premiums for up to twelve (12) months, so long as the employee remains on active duty and pays the employee-portion of premiums during that time. Employees will then be offered continuation of benefits under COBRA for up to an additional eighteen (18) months. Upon reemployment, any break in employment due to military service will not be treated as a break in service for purposes of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan. Reinstatement shall be governed by the federal, state, and local laws referenced above.

Section 13.08 - Extension of a Leave of Absence

A leave of absence may be extended by mutual agreement between the Employer and the employee.

Section 13.09 - Rights upon Return from a Leave of Absence

For employees returning from any leave of absence provided under this Agreement, other than those for which federal or state law mandates the terms and conditions of such a return to work, provided the employee gives seven (7) calendar days' notice of his/her intent to return, the Employer shall make every reasonable effort to return employees to an available, vacant position

for which the employee is qualified. When an employee returns from any approved leave of absence he/she shall receive the rate of pay (plus any applicable contract-date wage increases) and shall be entitled to all seniority and benefits he/she had acquired and/or accrued prior to taking such a leave.

An employee who is on an approved leave of absence and who has a projected return to work date shall be eligible to participate in a shift bid if such return to work date is not more than thirty (30) days from the effective date of such shift bid.

Section 13.10 - Jury Service/Subpoena Service

Full-time employees summoned for jury service or who are subpoenaed for work related matters shall have an excused absence from scheduled duty upon presentation of the summons or subpoena to the immediate supervisor. Upon return to scheduled duty, the employee must present a statement provided by a member of the court certifying the employee's participation as a juror and the dates of attendance.

Employees shall be compensated up to a maximum of ten (10) days for the difference between the juror fees they are paid and their regular pay from the Employer for the work they miss because of juror service. Except when the trial or proceeding is one initiated by a present or past employee of the Employer and the employee has been subpoenaed by or on behalf of the present or past employee.

If the employee is excused from his/her jury or subpoena obligation and more than four (4) hours remain in the employee's normally scheduled work day, the employee shall return to work.

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

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition in same, shall be granted time off without loss of pay or benefits if required to appear by a governmental agency and the incident giving rise to subpoena is work related. The employee must submit documentation representing time spent in compliance of said subpoena to their Operations Manager upon their return to work in order to receive payment for such time. If the employee is excused from his/her obligation and more than four (4) hours remain in the employee's normally scheduled workday, the employee shall return to work. The Employer shall notify the employee within twenty-four (24) hours of the receipt of a subpoena at the Employers operation.

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

Section 13.11 - Bereavement

In the event of a death in a full-time employee's immediate family, (defined as the employee's spouse, child, stepchild, parent, step-parent, mother-in-law, father-in-law, sister, brother, stepsister, stepbrother, aunt, uncle, grandparent, grandchild, brother-in-law, sister-in-law or

significant other) the employee will be paid for up to four (4) regularly scheduled shifts following the notification of death. At the employee's request, the employee shall be permitted to take and complete the actual leave of absence anytime within two (2) weeks following the notification of death. In addition, any employee who is notified of a death in the immediate family while on duty, will be relieved upon notification from the supervisor, for the remainder of his/her shift with pay. Such pay will be paid as time worked.

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

In order to prove relationship to a significant other, the employee must submit to the Director, Human Resources, a letter containing the names and signatures of both the employee and the significant other. This must have been done at least sixty (60) days prior to the date of death. This letter shall remain sealed until opened by the employee or with the employee's consent. An employee may have only one (1) significant other or spouse identified at any time.

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

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

ARTICLE 14 – EMPLOYEE BENEFITS

Section 14.01 - Insurance Benefits

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

Beginning with calendar year 2023, full-time employees become eligible to participate in all benefit plans on the first day of the month following thirty (30) consecutive calendar days of employment.

Section 14.02 - Benefit Plan

The Employer reserves the right to amend or change any and all insurance policies and provisions, including the right to implement a tobacco surcharge. The actual terms of any and all insurance policies shall govern the eligibility for, and payment of, any insurance benefits. Should any plan(s) be amended, the Employer agrees to provide advance notice to the union.

Section 14.03 - Medical Insurance

- A. . For calendar years 2021 and 2022, medical and prescription drug coverage and cost shares shall remain in place as currently provided.
- B. Beginning with calendar year 2023, medical and prescription drug coverage shall transition to the Blue Cross Blue Shield (BCBS) plans to include PPO (high and low) and High Deductible Health Plan (HDHP) plans (high and low), and the Kaiser DHMO \$750 plan as described in the plan summaries. Additionally, any employee enrolled in the Kaiser DHMO \$20 plan as of 1/1/2023 may continue enrollment in this plan through the original term of this agreement or until they elect another offered plan during annual open enrollment. The Kaiser DHMO \$20 plan shall have no new enrollees after 12/31/2022.
- C. Beginning with calendar year 2023, medical plan premium cost shares shall have the Employer contributing as follows:
- BC/BS PPO High Plan – eighty-five percent (85%) of the monthly premiums
 - BC/BS PPO High and Low Plans – eighty-five percent (85%) of the monthly premiums for all coverage levels
 - BC/BS HDHP High and Low Plans – eighty-five percent (85%) of the monthly premiums for all coverage levels
 - Kaiser DHMO \$750 Plan - eighty-five percent (85%) of the monthly premiums for all coverage levels
 - Kaiser DHMO \$20 Plan – seventy-five percent (75%) of the monthly premiums for Employee only coverage. Employees shall pay one hundred percent (100%) of the

added cost above the Employers seventy-five percent (75%) contribution for employee only.

- D. If, at any time during the term of this Agreement the Medical Insurance premium rates for any of the medical plans offered are increased by more than five percent (5%) due to an annual renewals or other changes, the employee shall be responsible for one hundred percent (100%) of the premium rate increase in excess of five percent (5%). Additionally, if any medical plan is deemed a “Cadillac Plan during the term of this Agreement and becomes subject to a tax or penalty, such taxes or penalties shall be 100% the responsibility of the employee.

Section 14.04 – Dental Insurance

- A. For the calendar year 2021 and 2022, dental plans and cost shares shall remain in place as currently provided.
- B. Effective January 1, 2023, Dental coverage shall be provided as described in the PPO plan and PPO buy-up plan summaries (currently Delta Dental). The Employer shall pay seventy-five percent (75%) of the dental insurance premium and the employee shall pay twenty-five percent (25%) of the premium. Employees choosing the dental buy up program shall pay one hundred percent (100%) of the additional cost for such coverage.

Section 14.05 - Vision Insurance

- A. For the term of this Agreement, Vision coverage as described in the Vision Service Plan (VSP 12 and VSP 24) plan summary/summaries.
- B. The Employer shall pay fifty percent (50%) of the Vision insurance premium, and the employee shall pay fifty percent (50%) of the premium cost share.
- C. Employees choosing the Vision Service Plan 12 (VSP 12) shall pay one hundred (100%) percent of the added cost above the Employers fifty percent (50%) contribution for the Vision Service Plan 24 (VSP 24).

Section 14.06 - Basic Life Insurance

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

Section 14.07 - Accidental Death and Dismemberment Insurance (AD&D)

- A. Coverage equal to two hundred percent (200%) of wages base annual salary for regularly scheduled hour excluding overtime, bonuses, and commissions.

- B. Employees may purchase additional coverage and/or spouse coverage and/or dependent coverage through after-tax payroll deduction.
- C. The Employer agrees to pay the full premium (100%) for providing Accidental Death and Dismemberment insurance for eligible full-time employees.

Section 14.08 - Long Term Disability (LTD)

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

Section 14.09 – Health Savings and Flexible Spending Plans

The Employer will allow employees to defer up to the maximum allowed by Federal Law, per calendar year, on a pre-tax basis per IRC 125 guidelines for the purposes of paying dependent care costs for qualified dependents. The dependent care provider will be at the discretion of the employee; however, the employee must receive and present the third-party Administrator with receipts for dependent care services and the tax identification number of the provider.

The Employer will allow employees to defer up to the maximum allowed by Federal Law, per calendar year, on a pretax basis per IRC 125 guidelines for qualified health related expenses not otherwise covered under any health plan (i.e. medical, dental, vision). The employee must receive and present the third-party Administrator with receipts for qualified health care expenses, if requested.

Section 14.10 - Workers' Compensation

Premiums for workers' compensation insurance are paid in full by the Employer. Employees who are injured in a job-related situation or illness must immediately notify their Supervisor.

Section 14.11 - Employee Assistance Program (EAP)

- A. The Employer recognizes that early recognition, intervention and treatment are important for successful rehabilitation and for reduced work, personal and family disruption. All employees who are eligible for benefits will be eligible for participation in the Employee Assistance Program. Employees who are not eligible for the benefit plans provided in this Article 14 will still be eligible for the basic Employee Assistance Program, which provides for up to ten (10) mental health treatments per issue, per calendar year. The Employer reserves the right, in addition to any corrective action and with just cause, to refer or mandate an employee to the EAP for assessment and treatment.
- B. EAP will be provide to an employee's dependent(s) for in-person assessment and treatment sessions. The Employer shall pay one hundred percent (100%) of the Employee Assistance Program premium. Additionally, the Employer shall also cover one hundred

percent (100%) of the cost for the first five (5) sessions. Thereafter, the employee shall be responsible for any applicable office co-pays and co-insurance after the fifth (5th) session, which shall be scheduled through the dependent's Primary Care Physician.

- C. An employee who voluntarily participates in the EAP provided by the Employer with the express purpose of correcting a personal incapacitating habit may do so without jeopardizing their continued employment with the Employer, provided they stop an involvement with illegal activity and do not jeopardize any of their required licenses. In disciplinary actions for other violations however, an employee's voluntary participation in the EAP shall not in itself be considered as evidence or admission of a violation. The Employer shall maintain the confidentiality, on a need to know basis, of all employees participating in EAP programs.

Section 14.12 - 401(K) Plan

Eligible Employees covered by this agreement may participate in the Employee 401(k) plan. The provisions of the plan documents will govern eligibility, contributions, Employer matching and vesting. The Employer reserves the right to modify the Plan Documents and substitute Administrators, Record keepers and Trustees at its sole discretion. Pursuant to the terms of the Plan Document, the Employer does not match Elective Contributions that are catch-up contributions (contributions in excess of plan and legal limits that can be made by participants who are at least age 50). The terms of the Plan Document shall control in all cases.

Pursuant to the Plan Document, for each payroll period, for each eligible employee, the Employer will make a matching contribution equal to fifty percent (50%) of each eligible employee's Elective Contributions for the payroll period that does not exceed eight percent (8%) of the employee's wages for the payroll period. The total maximum Employer contribution shall be four percent (4%) per payroll period.

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

ARTICLE 15 - COMPENSATION

Section 15.01 – Wages

- A. For the term of this Agreement, employees shall continue to move one (1) Step on the current wage scale (Appendix “A”) following their anniversary date of hire.

- B. Effective the first pay full pay period following July 1st, 2021, all eligible bargaining unit employees shall move to the 2021 wage scale at their current step, by classification, as represented in “Appendix A”, not to exceed the top of the respective wage scale. If a full-time bargaining unit employee exceeds the top of their respective wage scale, they will receive a lump sum payment of three percent (3%) of their annual wage, based on their previous calendar year earnings, in lieu of an increase to their base hourly rate. Half of the lump sum to be distributed the first full pay period following ratification of this Agreement and the second half to be distributed on the first full pay period following March 1, 2022.

- C. Effective the first pay full pay period following November 1, 2022, all eligible bargaining unit employees shall move to 2022 wage scale at their current step, by classification, as represented in “Appendix A”, not to exceed the top of the respective wage scale. If a full-time bargaining unit employee exceeds the top of their respective wage scale, they will receive a lump sum payment of three percent (3%) of their annual wage, based on their previous calendar year earnings, in lieu of an increase to their base hourly rate. Half of the lump sum to be distributed the first full pay period following November 1, 2022 and the second half to be distributed on the first full pay period following March 1, 2023.

- D. Effective the first pay full pay period following November 1, 2023 all eligible bargaining unit employees shall move to the 2023 wage scale at their current step, by classification, as represented in “Appendix A”, not to exceed the top of the respective wage scale. If a full-time bargaining unit employee exceeds the top of their respective wage scale, they will receive a lump sum payment of three percent (3%) of their annual wage, based on their previous calendar year earnings, in lieu of an increase to their base hourly rate. Half of the lump sum to be distributed the first full pay period following November 1, 2023 and the second half to be distributed on the first full pay period following March 1, 2024.

If the Employer changes the current shift configuration the parties will meet to establish a differential for the new shift.

Section 15.02 - Appointment – Wages

New entrants into the bargaining unit may be hired above the entry level step on an exception basis and with the Employer’s prior approval.

Section 15.03 - Overtime - Field Employees

All work performed in excess of forty (40) hours in a work week will be paid at one and one half-times (1.5x) the employees regular straight time rate of pay. Where an employee in a single workweek works two (2) or more different shifts and/or different types of work for which different, regular (non-overtime) rates of pay have been established, overtime pay shall be calculated using

the Fair Labor Standards Act (FLSA) weighted averaging method for such rates. There shall be no duplication and/or pyramiding of overtime. Overtime pay will only be paid for hours worked.

Section 15.04 - Filling Open Shift(s)

Except in cases of extreme emergency, when the Employer determines a shift is open such shift shall first be offered to part-time employees in seniority order who are not scheduled to work, or have not worked, forty hours in the week of the open shift. If the shift remains open after exhausting such part-time employee list, full-time employees shall be offered the open shift in seniority order.

If the shift remains open after exhausting such full-time employee list, the least senior full-time employee who has not been called back within the last thirty (30) days, or in the event all full-time employees have been called back within that period, the least senior full-time employee who has been called back during such thirty (30) day period must work the open shift.

A mandatory assignment of overtime may not occur more than forty-eight (48) hours in advance of the need for such overtime. The sole exception to the forty-eight-(48) hours prior mandation limit shall be a natural disaster such as, but not limited to, earthquake or fire.

An employee who works a mandatory assignment of overtime shall be paid an additional one times (1x) premium in addition to such employee's rate of pay.

By mutual agreement between management and the employee, an employee may be allowed to accept twelve (12) hours of a twenty-four (24) open shift. The Employer will not unreasonably deny such opportunity.

If the procedure described in this section results in a "hold-over", an employee will not be required to hold-over for more than two and one half (2 1/2) hours without such employee's agreement in accordance with section 10.10 above.

Section 15.05 - Alternative Staffing Sources

Non-Bargaining Unit Personnel-The employer reserves the right to use non-bargaining unit personnel who hold the title of Supervisor and who shall be eligible for overtime using the length of service in their current classification for placement on the overtime list.

Use of non-bargaining unit personnel will only be utilized once the process described in Article 15.04 has been followed.

Section 15.06 - Holdover Pay

Should an employee be required to hold over, the employee shall receive one half (.5x) time additional compensation as a premium for all hours held over. Overtime will not be calculated on the premium amount.

Section 15.07 - Acting Supervisor/Shift Coordinator Differential

Employees who, at the request of the Employer, serve as an Acting Supervisor/Shift Coordinator will receive one dollar (\$1.00) per hour in addition to their current rate of pay for each hour they serve in this capacity.

Section 15.08 - Field Training Officer (FTO) Differential

Employees who meet the FTO job description qualifications and are selected by the Employer to be FTOs will be paid an additional one dollar (\$1.00) per hour for all hours worked while on duty for as long as the Employer determines a need exists for such employee's services as an FTO. Such employee FTOs when used to perform classroom instruction while off duty will be paid a premium of three dollars (\$3.00) per hour for each hour performing such classroom instruction. This three-dollar (\$3.00) premium will not be used to calculate overtime pay.

Section 15.09 - Preceptor Pay

Preceptors are defined as those individuals meeting Title 22 (et al) requirements for monitoring and evaluating a paramedic student during the internship phase of paramedic training.

Employees who are selected as preceptor(s) by the Employer will be reimbursed at the rate of \$800 per student for each internship. An internship is minimally 480 hours in length, and in the event of a required extension of the student, will not exceed 720 hours. This reimbursement will be paid upon the conclusion of the internship and upon submission by the preceptor to payroll of the required "Preceptor Reimbursement Request" form which must be signed by the designated Internship Coordinator, evidencing that the internship is complete, and that the preceptor is entitled to the requested reimbursement.

Normally, the Employer will assign one intern to one preceptor for the duration of the internship. Should the preceptor be unable to complete the assignment for any reason, a partial reimbursement based on a pro rata reimbursement for the % of internship completed may be requested. A pro rata reimbursement would also be available to the preceptor assigned to complete the assignment if such completion is necessary. Such requests shall be submitted on the same reimbursement form named above and requires the signature of the designated Internship Coordinator.

Section 15.10 – Paramedic Sponsorship

The Employer shall fully sponsor two (2) full time TEMSA EMT, to the NCTI paramedic training program every other year of this Agreement starting in January 2018. The EMT shall meet minimum guidelines as agreed to by the Union and the Employer.

Section 15.11 - Movement from EMT to Paramedic

If the employee's wage as an EMT is lower than the starting rate of pay for Paramedics at the time of classification change, the employee will be placed at the Paramedic starting rate of pay. If the employee's wage, as an EMT is higher than the starting rate of pay for Paramedic they will be placed on the Paramedic wage scale at the step with the next highest rate of pay. No employee shall suffer a wage reduction because of the move from EMT to Paramedic. At no time shall the increase be less than 3%.

ARTICLE 16 - UNIFORMS

Section 16.01 - Uniforms

All full-time and part-time field employees shall wear the uniform provided by the Employer while on duty. Wearing of uniforms while not on duty, or while performing non-Employer related business is prohibited.

Uniforms shall be provided in commercially available sizes with sleeve and pant length adjusted. No unauthorized buttons, patches, or pins may be worn on the uniform.

Section 16.02 - Replacement of Worn Uniform Components

With Employer approval, worn uniform components will be replaced at no charge upon return of the worn items to the Employer.

Section 16.03 - Uniforms Provided

The following uniform components will be provided as indicated:

- A. Full-time field employees shall be provided with a total of three uniforms, which may be either the two-piece uniform or polo shirt.

- B. All field employees shall be provided with the following additional uniform components:
 - 1. One (1) jacket
 - 2. Two (2) name tags
 - 3. Rain gear
 - 4. Leather gloves
 - 5. County patch (if one exists) and company patch for each jacket, and uniform shirt

Notwithstanding the provisions contained in the first paragraph of this Section 16.3, optional uniforms, for employees who wish to wear a “summer” uniform, such uniforms may be worn between May 1st and October 31st of each year. Such “summer” uniform shall consist of an Employer approved polo type shirt and the pants from the two-piece uniform authorized in subsection B above.

As a condition of being granted the right to wear such optional uniform, the Union agrees that all crewmembers on a unit shall wear matching optional uniforms at the same time or the optional uniform may not be worn.

Section 16.04 - Uniform Maintenance Allowance

The Employer agrees to provide a cleaning/laundry allowance of thirteen dollars (\$13.00) per pay period for full-time employees to ensure that uniforms consistently present a positive, professional image.

At the sole discretion of the Employer, the Employer may establish a process for the cleaning/laundry of employee’s uniforms. If such a process is established, the cleaning/laundry allowance will be discontinued.

Biohazard contaminated uniforms will be professionally cleaned by the Employer in accordance with OSHA and/or other applicable standards and returned to the employee within two (2) weeks.

Section 16.05 - Return of Uniforms

It is agreed that all uniforms or equipment provided by the Employer must be returned by the employee upon termination or request of the Employer. As a condition of employment, all employees are required to sign a statement which authorizes the Employer to deduct from the employee's paycheck an amount equal to the replacement cost of any unreturned uniforms, equipment, identification cards, and/or insignia which was purchased or provided by the Employer.

Section 16.06 - Employee Appearance

The Union and Employer agree that the Employer has the right to establish and maintain standards concerning personal grooming and appearance and the wearing of uniforms and accessories.

ARTICLE 17 - NO STRIKE/NO LOCKOUT

Neither the Union, its agents nor any of its members will collectively, concertedly, or in any manner whatsoever, engage in, incite, or participate in any picketing, strike, sit-down, stay-in, slowdown, boycott, work stoppage, paper strike (the deliberate failure to submit timely, quality, accurate, and complete medical reports and billing information), or sympathy strike against the Employer during the term of this Agreement; and the Employer agrees that during the term of this Agreement, it shall not lock out any of the employees covered by this Agreement. The Union further agrees that this clause shall specifically prohibit any of the aforementioned conduct for protest of alleged unfair labor practices, and that any such alleged unfair labor practices shall be handled under the National Labor Relations Act. It is further understood that the duly authorized representatives of the Union shall use their best effort on behalf of the Union to actively encourage the employee(s) engaging in a violation of this Section to cease such conduct.

If the Employer believes or contends that this Article has been violated by the Union, its officers, agents, representatives, members or employees covered by this Agreement, the Employer shall notify the Union of same as soon as possible. The Union agrees to immediately take the following action upon notification: A) Publicly disavow such actions; B) Inform the Employer in writing that such action has not been sanctioned by the Union; C) Circulate a written notice to all bargaining unit employees and members, on Local Union letterhead 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 employees to return to work immediately.

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

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

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

1. Under no conditions shall employees delay the transport of any patient because of a picket line or any other such job action.
2. Under no circumstances shall employees delay a response to a request for service due to any Association or Union job action. Employees are expressly prohibited from delaying the response to any request for service or the provision of any care and/or transport as required.

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

ARTICLE 18 – NO DISCRIMINATION/HARASSMENT

Section 18.01 - Gender Intent

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

Section 18.02 – Non-Discrimination

The Employer and the Union agree that neither party shall discriminate against any person because of race, color, sex, religion, age, disability, national origin, citizenship, or any other status applicable by Federal, State, or Local law(s).

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

Section 18.03 – Arbitration/Litigation Waiver

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

If an employee has filed a grievance based on a violation of Section 18.02 and the grievance has not been adjudicated within one hundred seventy-five (175) days of the filing, then the employee may file with any local, state, or federal agency without violating the Arbitration/Litigation Waiver.

Section 18.04 –Harassment

The Union and the Employer agree that harassment is a form of misconduct, which undermines the integrity of the employment relationship and cannot be tolerated in the workplace. Any conduct, which falls within the definition of harassment as defined in the Equal Employment Opportunity Commission standards is prohibited and will be investigated fully in accordance with the Employers Harassment policy and procedure, and State and Federal Law. Complaints alleging

harassment may be made orally or in writing. Employees who violate this Article may be subject to corrective action, including the possibility of termination.

ARTICLE 19 – COMMITTEES

Section 19.01 - Labor/Management Committee (LMC)

The bargaining unit shall have the right to establish a local labor management committee which shall be made up of two (2) bargaining unit personnel selected by the Union; one (1) member of the Union local executive board; and at least two (2) members of management. The purpose of the labor/management committee shall be to discuss work related matters of mutual interest and/or concerns including, but not limited to, system status management, and health and safety, and to promote harmonious working relationships between the employees, the Union and the Employer. The committee shall meet no more often than quarterly unless the parties jointly agree on the need for meeting more frequently.

The committee shall not have the power to change the provisions of the Labor Agreement between the parties, to negotiate new agreements, or resolve grievances without concurrence from the Union and the Employer. Bargaining unit employees who serve on the committee shall suffer no loss of pay for attendance at Labor/Management Committee meetings held during their shift.

Section 19.02 - State EMS Commission/Authority

Any employee appointed to the State of California EMS Commission or to any committee established by the State of California EMS Commission or the State of California EMS Authority shall be granted leave without pay for all such service.

ARTICLE 20 – CONTRACT BARGAINING UNDERSTANDINGS

Section 20.01 - Severability

This agreement shall be subject to all future and present applicable federal and state laws. Should any provision(s) become unlawful by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

Section 20.02 - Amendments

Any changes or amendments to the Agreement shall be in writing and duly executed by the parties thereto.

Section 20.03 - Waiver

It is agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining; that the parties expressly waive the right to submit any additional item for negotiations during the term of this Agreement, whether or not such item is referred to or covered in this Agreement, or whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement; and that this Agreement incorporates the full and complete understanding, superseding and invalidating all previous commitments of any kind, oral or written, and past practices.

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between, and executed by, the Employer and the Union. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any such term or condition.

ARTICLE 21 – CRITICAL INCIDENT STRESS DEBRIEFING

Section 21.01 - Stress Counseling

The Employer will continue to provide Critical Incident Stress management in conjunction with the EAP program. Time spent on AMR Critical Incident Stress Management Team duties will be paid as time worked. At the Employer's discretion, employees may be required to attend debriefing sessions.

ARTICLE 22 – SUBSTANCE ABUSE TESTING

The Union and the Employer are committed to maintaining an alcohol and drug free workplace for the safety of employees, patients and the public. The Union and the Employer agree that bargaining unit employees shall be subject to the “AMR Substance Abuse Prevention Policy” appearing in Appendix “B” of the Agreement, except as provided in this Article.

The Union and the Employer agree that any system of random or periodic drug testing shall be prohibited for bargaining unit employees, unless performed in accordance with a “Last Chance Agreement” as specified in the “AMR” Substance Abuse Prevention Policy” appearing in Appendix “B” to this Agreement or specifically required by a contracting agency or otherwise required by law.

The Employer agrees to meet and negotiate with the Union over the implementation of any system of random or periodic testing specifically required by a contracting agency or law at least ninety (90) days prior to the required implementation date. Such negotiations shall include the specific requirements of the program, the process for implementing the program and the impact of the program on affected employees.

ARTICLE 23 - MISCELLANEOUS

Section 23.01 - Employer Required Protective Clothing and Equipment

The Employer shall furnish employees with any special items of protective clothing or equipment which the Employer requires to be used or worn by the employees while on duty such as pagers and portable communications equipment, and to be returned to the Employer upon termination.

Section 23.02 - Liability Insurance

The Employer shall maintain liability insurance, which covers employees, covered by this Agreement when they are performing their normal duties. The terms of the policy govern and are not subject to arbitration.

Section 23.03 - Outside Employment

Work requirements, including Employer (AMR) overtime, scheduled and/or non-scheduled, will have precedence over any outside employment. No employee shall be allowed to work for another provider of EMT-1 or Paramedic service, whether public or private, if that employment would place the employee in a conflict of interest as determined by the Employer (AMR) or on duty more than forty-eight (48) hours in succession, without a minimum break of eight (8) consecutive hours. Employees who are unable to maintain a high standard of work performance or are unable to report to duty as required by the Employer (AMR) as a result of outside employment will be subject to appropriate disciplinary action up to and including termination.

The Employer (AMR) will not pay any benefits for injuries or illness resulting from outside employment.

Section 23.04 - Work Stations

Work stations and units shall be kept clean and sanitary by the employees assigned to work in/and on such stations and units, and shall be maintained in accordance with all state, federal and local laws and/or ordinances by the Employer.

Section 23.05 - Workplace Conduct

The Employer and the Union agree that employees, managers, dispatchers, and supervisors will treat each other, regardless of position or profession, with dignity, courtesy, trust and respect. The foregoing principles shall also apply in providing services to patients, allied agency personnel, and visitors. Disputes over the interpretation or application of this Section shall not be subject to the arbitration provision contained in the grievance procedure located elsewhere in this Agreement.

Section 23.06 - Incident Reports

Employees shall submit company incident reports to the Employer within twenty-four (24) hours following the request for the report. In unusual circumstances, as determined by the Employer, the Employer may require submission of an incident report earlier than twenty-four (24) hours.

Section 23.07 - Replacement of Personal Items

There shall be no replacement of personal items damaged in the performance of the employee's duties, except at the sole discretion of the Employer, but in no event shall the Employer pay over seventy-five dollars (\$75.00) for any replacement.

The only exception to this shall be for prescription eyeglasses, which are damaged in the course of an emergency response or providing patient care. Upon presentation of verification of damage and receipt for replacement, the Employer may reimburse the employee the full cost of replacement of the same lenses and/or frame or repair to same.

Section 23.08 - Subcontracting

During the term of this Agreement, the employer will not subcontract work exclusively for the purpose of displacing bargaining unit employees. Provisions of this section do not apply to any crossover, mutual aid, or automatic aid situations.

Section 23.09 - Access to Personnel Files

- A. An employee covered by this Agreement and the employee's authorized Union representative may have access during normal business hours to the employee's personnel file in accordance with the terms of this Article and any applicable law. If an employee wishes to view his/her personnel file, the employee or Union representative must provide Human Resources with at least five (5) business days advance notice, so that HR can assure the file will be available for viewing. The Employer will release information from the employee's file to another third party only upon presentation of a valid subpoena or a valid authorization for release that is signed by the employee. The employee may receive a copy of any document which is placed in his/her personnel file upon request and shall receive a copy of any document pertaining to discipline or performance. An employee will be given an opportunity to sign each disciplinary letter prior to the document being placed in his/her file. Should the employee refuse to sign such document, the document may be placed in his/her file with an appropriate notation from the Company.
- B. The Employer shall provide an opportunity for the employee to respond in writing to any information in his/her personnel file about which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent record.
- C. The Union and the employee hereby indemnify and hold the Employer harmless against all claims, demands, actions, or other liabilities that may be made against or incurred by it arising from or by reason of action or inaction by the Employer, the Union, or any employee solely for the purpose of complying with any provisions of this Article.

Section 23.10 – Disasters

A. Local Disasters

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

Employer shall make every reasonable effort to allow the employee sufficient time to insure the welfare of the employee's family.

B. National Disasters

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

C. Ambulance Mobilization Teams

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

Section 23.11 – Fitness for Duty

The Union agrees that Employer may require employees to take a fitness for duty test, which will be conducted by the Employer's expense. This test shall be conducted in accordance with the Employers PAT policy, which will reasonably test the employee's ability to perform all essential job duties. If an employee is required to take a fitness for duty test, the Employer will schedule the test within three (3) business days from the receipt of an unrestricted full release to duty from the employees treating physician and/or upon return from leave. The Employer will provide a copy of the fitness for duty test requirements (PAT) at the start of any leave that may require the examination. Such tests may be administered in instances including:

- A. Return to work from a Workers' Compensation Leave of thirty (30) contiguous days or greater and/or a FMLA/CFRA leave due to maternity, personal injury, or illness of thirty (30) contiguous days or greater.
- B. The employee demonstrates an excessive pattern of musculoskeletal injury, which is defined as more than one lost-time injury claim within a twelve (12) month period.
- C. The employee requests a permanent transfer from one AMR operation to another and has not previously completed a fitness for duty test.
- D. The employee is involved in a lifting-related mishap or a near miss in the field, or the subject of a documented complaint; resulting in an investigation that reasonably indicates a need for re-evaluation of readiness to safely continue lifting related field duties. Safety & Risk and/or Human Resources shall be the lead in the decision to retake the fitness for duty test.

Employees who are found to be fit to perform the essential functions of their job classifications shall be allowed to continue working their regular positions and assignments. If an employee fails to pass a fitness for duty test, the employee will be placed on leave of absence for a maximum of one hundred twenty (120) calendar days without pay or until he/she successfully passes the test,

whichever occurs first. The Employer shall only pay shall only be required to pay for the initial fitness for duty test, and one additional retest. Employees may utilize any accrued PTO during such a leave of absence.

Should the leave of absence expire prior to the employee passing the test, said employee shall be automatically resigned from employment.

Employees determined to be unfit for duty shall be afforded all rights under federal, state, and local laws, and the provisions of this Agreement with respect to their employment.

Section 23.12 – Full-Time EMTs with Paramedic Licensure

The parties agree that the Employer may utilize full-time EMTs with Paramedic licensure and accreditation with Mountain Valley Emergency Medical Services Agency (MVEMSA) to fill Paramedic shifts with the following understandings:

- A. No other part-time or full-time Paramedic has accepted the shift, but prior to mandating full-time Paramedics employees.
- B. Full-time EMTs with Paramedic licensure shall not be allowed to initiate or accept shift trades or shift giveaways from other Paramedics.
- C. Full-time EMTs with Paramedic licensure shall not be allowed to bid on any temporary Paramedic positions.
- D. Full-time EMTs with Paramedic licensure shall not be allowed to vacate a shift which may result in the shutting down (browning out) of any unit to fill a Paramedic shift.
- E. Full-time EMTs with Paramedic licensure shall be compensated for all hours worked on a Paramedic shift at the Step 1 Paramedic wage rate as identified in the current CBA. Should an EMT's base hourly rate be higher than the Step 1 Paramedic wage rate the EMT shall be compensated at the next Paramedic Step rate that is not less than his/her current EMT wage rate.
- F. Full-time EMT's with Paramedics Licensure that choose to work an open Paramedic shift shall retain their seniority only in their EMT Classification.
- G. Full-time EMT's while in the bargaining unit that acquire a Paramedic license shall be able to use their MVEMSA Paramedic accreditation date of seniority to bid on a full-time Paramedic position only. The accrual rate of seniority shall be the same rate as a part-time Paramedic. This shall not affect or change any provisions of this Agreement regarding change of job classifications.

ARTICLE 24 – DIGITAL RECORDING SYSTEM

The Employer and the Union agree that the Employer’s installation and use of digital recording systems, or other digital recording devices (with different names), shall be subject to the following:

- The Employer will use a digital recording system, currently called DriveCam, in its ambulances and vehicles. The Employer reserves the right to change from DriveCam to a different digital recording system at any time in its sole discretion provided such change does not alter the use of the system as currently described herein.
- The installation of Drive Cam or other digital recording device shall not obstruct the view or create an obstruction that can adversely affect the operator while performing their job duties.
- DriveCam devices are only activated by events which are triggered by g-force impacts, sudden swerves, rapid acceleration or sudden deceleration) and/or manual activation (the DriveCam “panic” button). When activated by such events, the recorders capture a digital clip consisting of the eight seconds before the event, and four seconds after the event. These digital clips are uploaded daily to DriveCam’s server. DriveCam does not allow “real time” monitoring of crews. Employees will see a flashing light when DriveCam is creating a digital clip; the unit’s light will turn red until the digital clip is uploaded to the server. Only digital clips recorded as a result of a triggering event will be reviewed and used for any of the purposes set forth in this article.
- The primary purpose of DriveCam is to provide information to enhance training and education in regard to safe driving practices, and to defend the Employer and its employees in potential litigation. DriveCam is a tool to foster a culture of safety, one in which AMR team members work together to reinforce safe habits.
- When applicable, the Employer will meet and confer with the employee(s) involved and a union representative, in DriveCam events to assist in determining the cause of DriveCam activation(s). DriveCam will be used to train, educate and, when necessary, issue corrective action to employees in accordance with the Collective Bargaining Agreement. for the avoidance of future, similar unsafe vehicle operation. The emphasis is on safety, not punishment and retribution.
- It is understood that DriveCam digital files may be used as documentation of driving violations. An investigation of a triggered event will be conducted in accordance with the terms and conditions of the collective bargaining Agreement. Should a triggered event create the necessity to issue corrective action, the Company shall do so in accordance with the collective bargaining agreement unless the employee’s actions were intentional or reckless in nature resulting in substantial damage to Company equipment or property.
- The Employer recognizes the importance of confidentiality regarding DriveCam images. Because of this, only Company managers; a designated union representative and higher-level Employer officials will be allowed to review DriveCam video images and/or digital

clips. Managers will not share those videos with other employees not involved. If DriveCam information is used as evidence to support corrective action as the result of an investigation, the affected employees and appropriate Union representative(s) will be allowed to view the digital clip. If an employee is being investigated, and is being asked to provide a statement, the employee will be allowed to view the video clip prior to providing the statement.

- In the event the Employer wishes to use DriveCam images and video clips for wider training purposes, or for the purpose of sharing examples of exemplary employee vehicle operation, the Employer will first ask for permission from the employees involved. If the employee denies permission, the Employer agrees to not use the images or video clips.
- At the request of either party, the Union and the Employer will discuss the use of the DriveCam system during Labor-Management Committee meetings when and where appropriate.
- The Employer shall operate DriveCam in a manner consistent with Local, State and Federal law.
- The following is a description of how DriveCam events are rated. The assessment criteria include but are not limited to these categories related to vehicle operation:
 - **No risk:** Triggered events where no risky behavior was present. This often is due to an event falsely triggered by high force due to a pothole or speed bump.
 - **Collision:** DriveCam will notify the client if a collision has occurred. DriveCam does not make assessments of responsibility.
 - **Risky Driving:** This includes non-collision events that possibly demonstrate aggressive and/or poor driving skills, such as speeding, distracted driving and traffic violations that occur in non-emergency mode.
 - **Manual Trigger:** Events through which the blue ‘panic’ button is pushed by the driver to manually capture an incident.
 - **Positive Recognition Event:** Events identified through event review or by recommendation, such as ‘above average’ driving skills (avoiding collision).
 - **Driver Safety Event:** Event identified through review (seat belt usage; driver texting etc.)

ARTICLE 25 - DURATION


Section 25.01 - Term of Agreement


This Agreement shall become effective on December 1, 2021 and shall remain in full force and effect up to and including, November 30, 2024. The parties agree that there shall be no retroactive implementation of any term or condition of this Agreement unless otherwise specified within the Agreement. Additionally, the Union and the Employer agree that all terms and conditions of this Agreement will remain in full force and effect, unless changed by mutual agreement of both parties. Either party may give notice in writing of its desire to revise or terminate this Agreement not less ninety (90) calendar days, but not more than one hundred and twenty (120) calendar days prior to November 30, 2024.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:


For the Company:
American Medical Response West


For the Union:
Turlock Emergency Medical Services Association

DocuSigned by:
 12/27/2021
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Sean Russell Date
President, Pacific Region
American Medical Response West


DocuSigned by:
 12/22/2021
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Lee Almeida Date
President
TEMSA

DocuSigned by:
 12/28/2021
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David Banelli Date
National Vice President
Labor Relations
Global Medical Response

DocuSigned by:
 12/27/2021
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Andrew Watland Date
Negotiating Team Member
TEMSA

DocuSigned by:
 1/3/2022
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Cindy Woolston Date
Regional Director
American Medical Response West

DocuSigned by:
 12/22/2021
491B0DC978BF45B...
Fernando Mirelez Date
Staff Representative
United Steel Workers

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 1/5/2022
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Anne Mongold Date
Director of Labor Relations/Negotiator
Global Medical Response

APPENDIX A – WAGE SCALE

Current													
	SHIFT TYPE	1	2	3	4	5	6	7	8	9	10	11	12
EMT	12/42	\$18.79	\$19.35	\$19.89	\$20.50	\$21.12	\$21.78	\$22.39	\$23.11	\$23.80			
Medic	12/42	\$25.08	\$25.83	\$26.63	\$27.47	\$28.30	\$29.10	\$29.95	\$30.85	\$31.78	\$32.74	\$33.70	\$34.71
First Full Pay Period in July 2021													
	SHIFT TYPE	1	2	3	4	5	6	7	8	9	10	11	12
EMT	12/42	\$19.54	\$20.12	\$20.69	\$21.32	\$21.96	\$22.65	\$23.29	\$24.03	\$24.75			
Medic	12/42	\$26.08	\$26.86	\$27.70	\$28.57	\$29.43	\$30.26	\$31.15	\$32.08	\$33.05	\$34.05	\$35.05	\$36.10
First Full Pay Period in November 2022													
	SHIFT TYPE	1	2	3	4	5	6	7	8	9	10	11	12
EMT	12/42	\$20.32	\$20.93	\$21.51	\$22.17	\$22.84	\$23.56	\$24.22	\$25.00	\$25.74			
Medic	12/42	\$27.13	\$27.94	\$28.80	\$29.71	\$30.61	\$31.47	\$32.39	\$33.37	\$34.37	\$35.41	\$36.45	\$37.54
First Full Pay Period in November 2023													
	SHIFT TYPE	1	2	3	4	5	6	7	8	9	10	11	12
EMT	12/42	\$21.03	\$21.66	\$22.27	\$22.95	\$23.64	\$24.38	\$25.06	\$25.87	\$26.64			
Medic	12/42	\$28.08	\$28.92	\$29.81	\$30.75	\$31.68	\$32.58	\$33.53	\$34.54	\$35.58	\$36.65	\$37.73	\$38.86

APPENDIX B – AMR SUBSTANCE ABUSE PREVENTION POLICY



Version 1.1 <> Effective 11/29/2011

SECTION	TOPIC	PAGE
*INTRODUCTION.....		1
1.0	POLICY STATEMENT.....	2
2.0	STANDARDS OF EMPLOYEE CONDUCT.....	2
3.0	DRUG & ALCOHOL SCREENING.....	3
4.0	PRE-EMPLOYMENT DRUG TESTING.....	3
5.0	DRUG & ALCOHOL SCREENING / TESTING, CURRENT EMPLOYEES.....	4
6.0	DRUG & ALCOHOL TEST PROCES.....	5
7.0	DRUG & ALCOHOL TEST METHODS.....	5
8.0	CONFIRMATION OF TEST RESULTS.....	6
9.0	ALCOHOL TEST FAILURE CRITIERIA & CONSEQUENCES.....	6
10.0	DRUG TEST FAILURE CRITIERIA & CONSEQUENCES.....	6
11.0	EMPLOYEE ASSISTANCE PROGRAM.....	7
12.0	SELF-DISCLOSURE OF A DRUG OR ALCOHOL PROBLEM.....	7
13.0	EDUCATION AND TRAINING.....	7
14.0	EXCEPTIONS.....	7

BACKGROUND

American Medical Response (AMR) recognizes that alcohol and substance abuse can create a hazard both for the user and for those persons who come in contact with the user. While each employee is ultimately responsible for his or her own safety and health, AMR recognizes its parallel responsibilities to provide as safe a workplace as possible and to comply with all applicable laws and regulations.

PURPOSE

The purpose of the *AMR Substance Abuse Prevention Policy* is to outline a comprehensive prevention and response system that will reduce the likelihood of substance abuse by employees, thereby supporting AMR's Risk Management Program and creating a safer environment for employees, patients and the general public.

APPLIES TO

This policy applies to all AMR employees.

ENFORCEABILITY

Violation of any element in this policy will result in corrective action, up to and including termination. Items flagged with a * symbol involve both a high likelihood of mishap / injury and require primarily a choice, not a skill, in order to comply. Violation of such * items will trigger accelerated corrective action, up to and including termination for the first infraction.

Employees are required to familiarize themselves with these expectations. To obtain further information about substance abuse prevention, please contact your supervisor or the Human Resources Department.

1.0 It is the policy of AMR to:

- 1.1 Expressly prohibit the unlawful use, possession, manufacture, distribution, dispensation, or sale of alcohol and controlled substances or illicit drug paraphernalia by its employees at all times. In addition to termination, AMR may report these activities to local law enforcement or other regulating agencies.
- 1.2 Require AMR employees to be fit for duty while performing services on behalf of the company and to perform all assigned duties without the presence of illegal drugs, alcohol or inappropriate legal drugs in their systems.
- 1.3 Test any employee for alcohol and controlled substances as outlined in this policy.
- 1.4 Whenever necessary, search AMR premises for evidence of potential substance abuse. "AMR premises" includes but is not limited to: all facilities and areas in which AMR operates, AMR owned / leased property, any property where services on behalf of AMR are being performed, AMR owned or leased equipment, privately owned vehicles while on AMR owned or leased property, parking lots, lockers, desks, equipment, work spaces, and storage facilities.

PROCEDURES

2.0 Standards of Employee Conduct

- 2.1 Employees should refrain from alcohol consumption for at least 8 hours prior to the start of any work shift.
- 2.2 * AMR employees shall not consume alcohol if any of the following situational factors apply:
 - (a) On-duty
 - (b) On-call
 - (c) In AMR uniform, even if "off-duty"
- 2.3 AMR employees may be exempt from the alcohol related provisions of this policy for a specific meeting or company function where alcohol consumption is permitted by AMR management.
 - (a) Alcohol related exemptions shall not apply to any employee that:
 - (1) Is expected to remain ready to respond to emergency calls, provide patient care, or provide clinical guidance to on-duty employees [e.g. field employees or field supervisors who are on-duty or on-call].
 - (2) Drives an AMR vehicle to or from the meeting / company function
 - (3) Is in AMR uniform, regardless of duty status
- 2.4 * AMR employees are prohibited from unlawful use, possession, manufacture, distribution, dispensation, or sale of controlled substances or illicit drug paraphernalia.
- 2.5 If taking a prescribed or over-the-counter drug, employees must immediately report to their supervisor if the use of the drug may alter the employee's behavioral alertness or mental ability and / or may interfere with the employee's ability to perform their normal job duties in a safe and competent manner.
 - (a) The company may require the employee to provide a written letter of explanation from their physician that indicates knowledge of the employee's work, sufficient awareness of the

hazards associated with the work, and professionally reasoned confidence that the prescribed medication will not create unreasonable risk for the employee, coworkers, patients, or the community.

- (b) Employees are not to take prescription drugs unless they are issued to them by a physician. Therefore, any prescribed drugs taken while on duty must be in the original container and be clearly marked with the employee's name on the prescription label.
- (c) Employees are not to knowingly misuse or abuse over-the-counter or prescription medications.

2.6 Employees must notify their supervisor immediately if they are arrested or convicted under any criminal statute associated with drugs or alcohol.

3.0 Drug and Alcohol Screening

3.1 AMR locations that do not have a saliva-based screening process available should proceed directly to drug and alcohol testing if indicated by Section 5.0 of this policy.

3.2 Where available, saliva-based drug and alcohol screening may be used to "rule-out" the presence of alcohol or controlled substances in an employee's system. In such cases, an HR-approved procedure or checklist should be used to govern the key steps of the screening process, including but not limited to:

- (a) Ensuring appropriate steps are taken to document the reason for administering the screen
- (b) Providing for a witness while the screen is administered
- (c) What to do if the saliva-based screen indicates "non-conclusive" or similar findings that suggest the need to utilize a drug and alcohol test.

3.3 No AMR location or department is obligated to make saliva-based screening available to employees.

3.4 Saliva-based screening is not to be used as the basis for taking corrective action. Rather, it may be used only to determine whether to proceed with a drug and alcohol test.

3.5 Screening results that indicate "non-conclusive" [or equivalent] shall trigger quantified drug and alcohol testing as described elsewhere in this policy.

3.6 Regardless of saliva-based screening results or an employee's refusal to participate in a drug or alcohol screen, AMR reserves the right to require an employee to undergo a drug or alcohol test.

4.0 Pre-Employment Drug Testing

4.1 Individuals that receive a job offer from AMR must complete a post-offer / pre-placement drug test that is administered by an AMR-designated provider. AMR's Human Resources Department should provide guidance to employment candidates regarding HR-designated test locations, documentation and process requirements.

4.2 Saliva-based screening is not permitted for use in lieu of the drug test required by this section.

4.3 Employment candidates that refuse to undergo a drug test, or who fail the test, are not eligible for hire.

5.0 Drug and Alcohol Screening / Testing—Current Employees

5.1 Reasonable suspicion criteria

- (a) AMR management may initiate a reasonable suspicion drug and alcohol screen or test for any employee who exhibits physical, behavioral, or performance indicators of possible drug or alcohol use.
- (b) Prior to initiating a reasonable suspicion drug and alcohol screen or test, Supervisors should consult with the AMR Human Resources Department and other appropriate resources as necessary.
- (c) The investigating Supervisor should clearly document the physical, behavioral or performance indicators of possible drug or alcohol use that formed the basis of their reasonable suspicion. This information, along with any other investigation work products, should be forwarded to Human Resources for review.

5.2 For cause criteria

- (a) Post-incident
 - (1) All collisions involving an AMR vehicle where one or more persons are transported by ambulance or any vehicle must be towed from the scene
 - (2) More than 2 workers' compensation claims that involve treatment in a 12-month period
 - (3) Discovery of an open container of alcohol, controlled substances or drug paraphernalia in an employee's possession while at work, in the employee's work area, or in any area the employee had access to
 - (4) Any missing or altered controlled substances to which the employee had access
 - (5) Arrest or conviction for violation of a criminal drug statute
 - (6) Alleged felony activity while on duty

5.3 Return to duty testing criteria

- (a) Employees that meet the condition of Section 9.2 of this policy are required to successfully pass a return to duty alcohol test before resuming duty.
- (b) Employees that proactively self-disclose a drug or alcohol problem to the company are required to take a return to duty drug and alcohol test before returning to duty. See also Section 5.4 below.

5.4 Follow-up testing criteria

- (a) Employees that proactively self-disclose a drug or alcohol problem to the Company or who meet the condition of Section 9.2 of this policy will be required to participate in a follow-up [unannounced / random] testing regimen that is designed or approved by the Company.

5.5 Random testing criteria

- (a) Excepting those covered by a last-chance agreement, as outlined in Section 12.2 of this policy, random drug and alcohol testing may not be done unless a separate written program is established by the AMR Human Resources Department.

6.0 Drug and Alcohol Test Process

- 6.1 Given the inability to determine the presence or type of substance(s) that might be in an employee's system without conducting an appropriate test, alcohol testing must be done in conjunction with controlled substance testing and vice versa. Using only one or the other test is not permitted—both must be used.

- 6.2 * If the employee refuses to submit to a drug and alcohol test or refuses to sign a chain of custody form or any other documentation associated with this policy or the drug or alcohol testing process, he/she will be terminated.
- 6.3 * Employees shall not take any deliberate action to mask the signs of alcohol or controlled substance use or to elude detection of having alcohol or controlled substances in their system.
- 6.4 * Employees shall not switch or adulterate a drug or alcohol test specimen. This action shall result in termination.
- 6.5 * Upon being notified by the Company of the need to submit to a drug and alcohol test, employees must immediately report to the test collection site as directed by the investigating supervisor. Failure to do so may result in termination.
- 6.6 AMR management should provide or arrange safe transportation for the employee upon request, or upon management suspicion that an employee may be unable to safely operate a vehicle.
- 6.7 An employee required to undergo an alcohol and drug test based on “reasonable suspicion” should be placed on unpaid administrative leave until the test results are received. Employees required to undergo a drug and alcohol test based solely on the basis of meeting the “for cause” criteria specified in Section 5.2 of this policy [i.e. no reasonable suspicion factors evident] do not normally need to be placed on administrative leave. Consult the Human Resources Department as needed in this regard.
- 6.8 All documentation associated with the administration of this policy will be maintained by the AMR Human Resources Department and will be treated as confidential.

7.0 Drug and Alcohol Test Methods

- 7.1 As established in Section 3.0 of this policy, AMR may elect to utilize a saliva-based drug and alcohol screening to help determine whether administering a quantified drug and alcohol test is indicated.
- 7.2 AMR controlled substance testing detects opiates, marijuana, phencyclidine (PCP), amphetamines, cocaine, cocaine & marijuana metabolites, benzodiazepines, barbiturates, methadone, propoxyphene and may test for any other substances identified in Schedules I-V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812). Controlled substance testing will be performed with split urine samples by a HHS-certified laboratory under the National Laboratory Certification Program (NLCP).
- (a) An initial screen by immunoassay (e.g. EMIT) and confirmation test using Gas Chromatography/Mass Spectrometry will be conducted.
- (b) In addition to the interpretation, test sites should be asked to provide quantified results.
- 7.3 Alcohol testing may be conducted by breathalyzer, urinalysis, or blood. If the initial test indicates the presence of alcohol, a confirmation test will be done within fifteen minutes. Confirmation testing may be by breathalyzer, blood testing or any other evidentiary means for testing alcohol.

8.0 Confirmation of Test Results

- 8.1 AMR will designate a Medical Review Officer (“MRO”) who shall be a licensed physician with knowledge of drug and alcohol abuse disorders. The MRO shall perform the following functions:
- (a) Review and interpret each confirmed positive test result to determine if there is an alternative medical explanation for the result. The MRO should:

- (1) Conduct a medical interview with the individual tested.
- (2) Review the individual's medical history and any relevant biomedical factors.
- (3) Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from a legally prescribed medication.
- (4) If necessary, require that the original specimen be reanalyzed to determine the accuracy of the reported test result.
- (5) Verify that the laboratory report and assessment are correct.

8.2 The MRO review of confirmed positive test results shall conclude with one of the following determinations:

- (a) There is a legitimate medical explanation for the confirmed positive test result other than unauthorized use of a controlled substance. This shall be reported to AMR as a negative test and shall be recorded in the employee's medical file.
- (b) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action. This shall be reported to AMR as a negative test and shall be recorded in the employee's medical file.
- (c) The MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a controlled substance or alcohol. This shall be reported to AMR as a positive test and shall be recorded in the employee's medical file.

9.0 Alcohol Test Failure Criteria and Consequences

9.1 < 0.02: No action based on alcohol concentration.

9.2 ≥ 0.02 and ≤ 0.039 : Removal from duty, mandatory EAP referral, mandatory final written warning, at least a one (1) shift unpaid suspension, mandatory return to work test, mandatory / signed last chance agreement that includes [but is not limited to] mandatory participation in a follow-up testing program designed or approved by AMR. This option may be used only once during an employee's work experience(s) with AMR.

9.3 ≥ 0.04 : Termination.

10.0 Drug Test Failure Criteria and Consequences

10.1 Any detectable presence of controlled substances, controlled substance metabolites, or controlled substance test adulterants will result in termination.

11.0 Employee Assistance Program

11.1 AMR supports early intervention and treatment for employees faced with alcohol or controlled substance related problems by providing an Employee Assistance Program (EAP). Employees with alcohol and /or substance abuse problems are strongly encouraged to voluntarily and proactively utilize the EAP service. For current information about this service, employees should contact their supervisor or the AMR Human Resources Department.

12.0 Self-Disclosure of a Drug or Alcohol Problem

- 12.1 Employees are strongly encouraged to proactively inform their supervisor or a Human Resources Department staff member if they have an alcohol or a controlled substance abuse problem. If notified, the Company should carry out an investigation into the matter. The investigation may include requiring the employee to take an alcohol and / or controlled substances test.
- 12.2 If the investigation shows the employee’s disclosure was made proactively [i.e. before being requested by the Company to submit to drug or alcohol testing and before an incident occurs that could reasonably lead to such request], the employee may be permitted, in lieu of termination, to enter into a written “Last-chance agreement” between the employee and the Company.
- (a) As part of the last-chance agreement, the employee may be required to take an unpaid leave of absence in order to complete appropriate treatment for alcohol and / or controlled substance abuse.
 - (b) Before becoming eligible to return to duty, employees participating in a last-chance agreement must agree to and fully comply with all requirements established by the Company, the local EMS Agency, and the EMS Agency Medical Director.
 - (c) Failure to sign the last-chance agreement or failure to fully comply with the terms therein shall be grounds for termination.
- 12.3 Self-disclosure of an alcohol or substance abuse problem that is deemed to be reactive in nature [i.e. after being requested by the Company to submit to drug or alcohol testing or after an incident occurs that could reasonably lead to such request] will have no effect. If a drug or alcohol test reveals a failed result, the employee will be subject to the corrective actions specified in Sections 9.0 and 10.0 of this policy.

13.0 Education and Training

- 13.1 AMR has implemented a Drug Free Awareness Program to educate employees and their families on alcohol and substance abuse issues. The Program includes information about:
- (a) The AMR Substance Abuse Prevention Policy.
 - (b) The dangers of alcohol and drug abuse.
 - (c) The availability of confidential treatment and counseling through AMR’s EAP
 - (d) The consequences of violating this policy.

14.0 Exceptions

- 14.1 Any exception(s) to this policy must be approved by the National VP of Human Resources and the National VP of Safety and Risk Management, in writing, and in advance of any such exception(s) being taken.