

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



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

On behalf of its

TEMSA/USW LOCAL 12-911

and



SIERRA AMBULANCE SERVICE, INC

Effective: February 19, 2021 through and including February 19, 2022

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PREAMBLE

This Agreement is between Sierra Ambulance Service Inc., hereinafter referred to as the "Employer," and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy Allied Industrial and Service Workers International Union (USW) for itself and on behalf of its TEMSA Local 12-911, hereinafter referred to as "Union," for the purpose of collective bargaining covering the employment of persons coming under the jurisdiction of the Union in Oakhurst, California.

ARTICLE 1
RECOGNITION

1.1 RECOGNITION FOR BARGAINING

The Employer recognizes the Union as the exclusive bargaining agency for employees covered by this Agreement: All full-time and part-time paramedics, emergency medical technicians and support medical technicians employed by the Employer out of its Oakhurst, California headquarters; excluding confidential employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

1.2 SUPERVISORY EMPLOYEES

The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, direct, 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.

ARTICLE 2
UNION SECURITY

2.1 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. Membership in good standing shall mean payment of all dues and fees charged by the Union as set forth in the precedents of the National Labor Relations Board.

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. The Company shall discharge an employee after receipt of written notice from the Union that the employee has failed to pay initiation fees, periodic dues or assessments as the case may be. To be valid, such notice from the Union must include a proof reflecting that notice was served on the employees, and made within one (1) year of the employee's inclusion on the new employee list provided to the Union by the Company and proof that the Union has complied with the substantive and procedural

requirements of law. Any employee not served with the notice of delinquent dues and/or provided with the required substantive and/or procedural notifications (or where proof of service cannot be verified) shall not be subject to discharge hereunder by the Company

The Union acknowledges and agrees that it has certain defined fiduciary, substantive and procedural obligations with respect to union security and these obligations are the sole obligation of the Union. The Company shall neither undertake nor assume responsibility for compliance with any such obligations to notify employees of their rights and/or to comply with the substantive and procedural requirements under applicable law regarding the rights of employees who are required to pay union dues, fees and assessments as a condition of employment pursuant to this Agreement. The Union further agrees that such notification and compliance is its sole obligation and agrees to hold the Company harmless and to indemnify the Company for any and all claims, demands, or liability arising from such failure or refusal to do so, whether intentional or as a result of inadvertent error.

The Union shall have the sole obligation for obtaining signed deduction authorization forms for each employee on deduction authorization forms supplied by the Union. Unless and until signed authorization forms are received by the Company, the Company shall have no duty to make deductions called for in this provision.

The Company shall distribute certain documents that will be prepared by the Union containing membership application forms, dues deduction authorization forms and any other information that the Union desires to provide for newly hired employees. The Union shall be solely responsible for preparing such documents, providing them to the Company and ensuring that the Company has a sufficient supply on hand to provide to newly hired employees. By agreeing to distribute such documents, the Company is performing only a ministerial duty for the convenience of newly hired employees, and is not agreeing to be responsible for any obligation imposed on the Union by law, including but not limited to the obligation to provide information and accounting regarding dues expenditures and calculations.

2.2 NEW EMPLOYEE/TERMINATION NOTICE/CHANGE OF STATUS

The Employer agrees to furnish TEMSA/USW 12-911 each month with the name of all new employees covered by this Agreement, their address, classification, date of hire and the name of any terminated employees and date of termination. The Employer shall also provide on a monthly basis, 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.

2.3 UNION DUES DEDUCTION

Upon receipt of an individual 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.

2.4 INDEMNIFICATION/HOLD HARMLESS

The Union specifically agrees to hold the Company harmless and to indemnify the Company against any and all claims, actions, demands, liability or complaints arising from the Company's performance of its obligation arising under this Article and/or from the Union's handling of such matters or information referenced herein whether the result of negligence or intentional acts including but not limited to: failure to provide notice of dues delinquency, failure to provide notice and/or procedural requirements under law, and disclosure of employee information to third parties. The Company shall retain the right to conduct its own defense of any claim, action, or complaint arising under this Article and shall retain the right to select counsel of its' choosing for such defense.

2.5 APPLICABLE LAW

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

2.6 UNION ACTIVITY

The Employer will not discriminate in any way against any employee engaging in official Union activity and the Union shall not discriminate in any way against any employee who chooses to refrain from or oppose Union activity.

The Employer shall not in any way establish, create or become a party to a blacklisting which may have as a purpose the prevention of or interference with the obtaining of employment by a member of the Union with any Employer or company. The Union and the Employees shall not engage in unlawful disparagement of the Employer, its Board of Directors, its supervisors, its management, its representatives or its services and shall not cause a diminishment of the Employer's standing in the communities it serves. The purpose of this provision is not to expose employees to discipline for routine complaints or "gripping," but to prevent disparagement of the Employer that is indefensibly disloyal (as defined by the National Labor Relations Board), or which causes harm to the Employer's standing in the communities it serves.

2.7 USW DUES SCHEDULE

Effective the first full pay period following the ratification date of the collective bargaining agreement the following dues schedule/procedures will start.

1. Deductions and Remittance: During the term of this agreement, the Company will deduct from the first paycheck of each month's dues, assessments and initiation fees, each as designated by the International Secretary –Treasurer of the Union, from the wages of this employees covered by this Agreement who individually and voluntarily execute a written check-off authorization card. The Company shall promptly remit any and all amounts so deducted to the International Secretary-Treasurer of the Union. A copy of such authorization card for the check-off of Union dues should be forwarded to the Financial Secretary of the local union along with the membership application of such employee. All payroll deductions shall be forwarded to the International Secretary-Treasurer, United Steelworkers, PO Box 644485 Pittsburgh, PA 15264-4485. The Company shall within ten (10) days remit any and all amounts so deducted to the Union's international Secretary-Treasurer with a completed Summary of Dues form R-115

A copy of the deduction list shall be forwarded to the financial secretary of Local Union 12-911.

ARTICLE 3
UNION REPRESENTATION

3.1 ACCESS OF REPRESENTATIVES OF THE UNION

A duly authorized representative of the Union shall be permitted access to the Employer's facilities for the purpose of observing conditions under which employees under this agreement are working, provided such visits do not interrupt or interfere with normal operations. Union representatives not employed by Sierra Ambulance Service Inc., will notify the Employer of their presence. Union representatives will conduct themselves as professionals at all times and shall treat all persons on the premises with courtesy and respect.

3.2 BULLETIN BOARDS

The Union may provide locked bulletin boards at each station for use by the Union to post notices. The Union will maintain on the Union board a listing with updated information of the names of the President, the Vice-President and Shop Stewards.

The bulletin board provided will be maintained by the shop stewards and official Union Representatives, with the posting or removal of bulletins and publications to be handled only by the same. The Employer and the Union recognize the Employer's right to request the Union remove any posted material that is deemed to be derogatory or damaging in nature to the Employers' business or industry. The Union will have full responsibility and liability for all material on their bulletin boards.

3.3 EMPLOYEE MAIL BOXES

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

3.4 UNION STEWARDS

The Employer recognizes the right of the Union to select a reasonable number of Union Stewards. The Employer agrees that there will be no discrimination against the authorized steward because of Union activity. Stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection of new or changed union shop Stewards. Union Stewards will not conduct Union business while on duty without Employer approval. Shop stewards will be allowed an adequate amount of time to inform new employees at their company orientation of union policies and procedures. Under no circumstances shall the Employer be responsible for paying wages to a steward for service to the Union, except for when Union business is approved while on duty.

The Employer will make every effort to use on duty shop stewards for disciplinary, investigation and step one grievance meetings, but shall not be obligated to pay any shop steward who is not on duty at the time the meeting is held. Shop Stewards shall suffer no loss in pay for attendance at disciplinary, investigation and step one grievance meetings held during the Steward's shifts, but shall not be entitled to additional compensable hours to serve as a Shop Steward. In addition, the Union agrees to make every effort to maintain a Shop Steward to member ratio of 1:10.

ARTICLE 4
TRANSFER OF COMPANY, TITLE/INTEREST OR CLOSURE

4.1 TRANSFER OF COMPANY, TITLE/INTEREST OR CLOSURE

The Company shall not be limited by this Agreement in any manner from exercising its right, in its sole discretion, to sell the business. The Company shall, upon any sale, transfer and/or change of ownership of the business, provide a copy of this Agreement to the transferee or purchaser. The Employer shall follow the WARN Act concerning notice of the cessation of operations or transfer of same to the successor organization. Successorship obligations shall be determined solely by applicable law. Notice to the Union shall include the name and address of the new owner and date said transaction is to take place. By this Article, the Parties seek to define contractual rights and do not waive any statutory rights. The Company's obligations with respect to this Agreement and under applicable law end upon the Company's compliance with these notice provisions. The Employer's agreement to follow the notice provisions of the WARN Act shall not be considered consent to all rights and remedies set forth in the statute, but instead is merely a contractual obligation to provide notice in the manner specified in the WARN Act, and should not be deemed a consent to any statutory remedy or enforcement mechanism. References to the WARN Act are intended to provide guidance as to the content of notices only.

ARTICLE 5
DISCIPLINARY ACTION

5.1 JUST CAUSE

No employee shall be issued a warning, suspension, transfer, demotion or discharge without just cause. The Employer shall apply the process of progressive discipline. The level of discipline administered may vary depending upon the seriousness of the infraction. Progressive steps are as follows:

1. Verbal warning (which shall be recorded as a verbal warning in the employee's personnel file)
The Company reserves the right to utilize an informal counseling session, where it will inform the employee of the nature of the performance problem and will discuss with the employee to avoid discipline in the future. Such counseling shall be recorded as an Informal Corrective Action (ICA) and shall not be considered a verbal or written warning. The Company is not required to utilize the ICA procedure and may in its discretion; proceed directly to imposition of a disciplinary step.
2. Written warning
3. Final written warning with possible Suspension of up to seven (7) calendar days
 - a. Administrative leave if applicable, pending investigation results.
4. Discharge.
 - a. Certain disciplinary violations may result in discipline up to and including termination regardless of the progressive discipline process. Prior to imposing termination for such an offense, the Employer shall meet and confer with the Union's designated representative and shall disclose the basis for the termination. Serious offenses justifying such action include, but are not limited to:
 - i. Violence or credible threat of violence;
 - ii. Reporting to work impaired by medication or substances;
 - iii. Harassment;
 - iv. Material dishonesty or representation to the Employer;

- v. Falsification of records or documents;
- vi. Theft
- vii. Negligent patient care with negative outcome
- viii. At fault accident resulting in serious injury or death.

Non-Precedent Setting Action

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

5.2 CORRECTIVE ACTION

A. Corrective Action Defined

The Employer and the Union equally recognize that the intent of corrective action is to modify inappropriate behavior in order to secure a positive and mutually beneficial outcome. Each situation as presented shall be evaluated on its own merits and the appropriate action shall be determined utilizing the progressive steps set forth herein.

B. Warning Notices/Time Limits

To be considered valid, progressive discipline must begin within fifteen (15) calendar days of the conclusion of the investigation.

5.3 REPRESENTATION DURING DISCIPLINARY MEETINGS

Union representation shall be provided upon request for any meeting(s) which may result in disciplinary action being issued to a bargaining unit member in accordance with holdings of the National Labor Relations Board. If an employee requests a union representative during such a meeting, the Company shall delay such a meeting for a reasonable time to allow for representation. The Union shall not unduly delay in providing a representative for the meeting.

It is understood that verbal disciplinary notices for incidents of unsatisfactory performance where there has been no further disciplinary notice of any nature for six (6) consecutive months shall be removed from employees file and shall not be considered a step in the Progressive Discipline process. No record of a verbal warning shall be removed from any employee's file unless and until the employee has maintained six (6) consecutive months entirely free of discipline of any type (measured from the date of the last incident of discipline), including but not limited to a repeat occurrence of a prior violation.

Written warnings and beyond for incidents of unsatisfactory performance for which there has been no further disciplinary notice of any nature for twelve (12) months shall be removed from employees file and shall not be considered a step in the Progressive Discipline process. The Employer and Union encourage employees to sign disciplinary notices upon issuance, as it is solely recognized as an acknowledgment of receipt and not an admission of guilt and an employee's refusal or failure to sign a notice shall have no bearing on the validity of the notice. No record of a written warning shall be removed from any employee's file unless and until the employee has maintained six (6) consecutive months entirely free of discipline, measured from the date of the last incident of discipline.

5.4 DISCLOSURE

In the event the Employer disciplines or discharges an employee, the Employer will provide to the Union copies of any documents or written statements used by the Employer as a basis for their action within seven (7) calendar days. Where such documents contain confidential patient care and/or legal information, such confidential information will be blacked out prior to providing document copies to the Union.

5.5 ADMINISTRATIVE LEAVE

The Employer reserves the right to place employees on administrative leave. Pending an thorough investigation and discussion with Union officials, the Company reserves the right to have the leave be paid or unpaid. The Company will make the final determination and inform the employee and Union of its findings.

An employee may be put on administrative leave for the following:

Any circumstance when an employee is relieved of duty pending an investigation due to a charge or arrest for alleged serious misconduct, which may include but is not limited to: exhibition of harassment, discrimination or dereliction of duty; patient abuse/neglect; violation of the Employers established Alcohol and Substance Abuse Policy; possession of firearms or weapons on Employer property; allegations of work place violence, bullying or harassment; theft of company property, gross dishonesty, indefensibly disloyal conduct, malicious public disparagement of the Company, violation of confidentiality obligations, any other act of serious misconduct that exceeds ordinary failure of performance. All such matters require the charged party to remain on administrative leave until completion of the full investigative/administrative process.

Under no circumstances shall administrative leave be treated as a disciplinary step or disciplinary action. Disciplinary action may be imposed at the conclusion of administrative leave, and any such disciplinary action shall be fully subject to the grievance and arbitration provisions of this Agreement.

Employees placed on administrative leave following suspension of their clinical privileges by the State or Local EMS Agency shall not be paid by the Company for such leave.

Employees will be provided written notice of the reason for the investigation prior to being placed on administrative leave. Employees shall also be advised of their obligation to cooperate in, and during the investigation process, and will remain available for an administrative interview while on administrative leave. The parties agree that investigations are best conducted when kept as confidential as possible, and the Employer, Union, and Employees shall cooperate to maintain confidentiality and prevent gossip that can be harmful to all involved. Employees shall not interfere with any investigation that may occur during their leave, including but not limited to attempts to influence the testimony of witnesses. Any attempt to influence the investigation by a suspended Employee may result in discipline up to and including discharge.

Employees and the Union shall have an obligation to cooperate with all reasonable requests of the Employer in the course of an investigation, and the Employer shall cooperate reasonably with providing information to the Union during the course of the investigation, provided that disclosure will not impact the investigation.

The Employer shall use its best effort to expedite the investigation/administrative proceedings for all employees who are placed on administrative leave status, to the extent such proceedings are in its control.

The Union reserves the right to grieve any corrective action that may be imposed during and/or after an administrative leave based upon the results of its internal investigation. The decision to impose administrative leave can only be challenged on the basis that imposition of leave violates prohibitions against discrimination or retaliation. The decision to place an employee on administrative leave and the decision whether or not the leave shall be paid shall be in the sole discretion of the employer and shall not be subject to challenge through the grievance and arbitration process unless the grievant establishes by clear and convincing evidence that the suspension was imposed in violation of the prohibitions against discrimination set forth in this Agreement and established under applicable law.

At the conclusion of the administrative leave, employees shall be returned to their regular assignments and/or served with notice of corrective action. The Employer shall have no liability for any back pay or benefits accrued during the period of an unpaid administrative leave unless the grievant establishes by clear and convincing evidence that the suspension was imposed in violation of the prohibitions against discrimination set forth in this Agreement. Should the Employee be exonerated in the investigation, the Employee shall have seniority fully restored as if he or she had never been on administrative leave. Any administrative leave under 45 days would not lose any seniority.

The maximum administrative leave that shall be allowed is ninety (90) days. If the matter leading to the leave is not resolved within such period, then the employee may be discharged. Employees terminated under this paragraph remain eligible for rehire if they are ultimately exonerated.

ARTICLE 6 **NON DISCRIMINATION/HARASSMENT**

6.1 NO DISCRIMINATION

The Employer shall not discriminate in any way against any employee or applicant for employment, station assignment and/or promotion on account of race, color, creed, religion, veteran's status, national origin, sex, age, sexual preference, marital status, physical handicap (including AIDS), medical condition (i.e., Cancer), ancestry, or any other classification protected by federal or state anti-discrimination laws.

ARTICLE 7 **GRIEVANCE PROCEDURE AND ARBITRATION**

7.1 GRIEVANCE PROCEDURE

The purpose of this procedure is to provide a timely adjustment of grievances by the Employer and the Union following a prompt and impartial investigation and thorough discussions. In the event any grievance arises concerning the interpretation or application of wages, hours, or other terms and conditions of employment, such matters shall be adjusted according to the procedures and conditions set

forth below. In all grievances, except discipline the burdens of proof and persuasion shall remain at all times with the party that filed the grievance.

The employee, or his/her representative, shall have the exclusive right to file a grievance; however, in the case of an individual's grievance the employee shall always sign the grievance along with the Union Representative or shop steward. All grievances must be presented and processed in accordance with the following steps, time limits and conditions. All references to "days" herein are "calendar days". Time limits are of the essence, and are to be strictly construed. For purposes of calculating grievance deadlines, there shall be no "continuing violations" as the term is construed under California and Federal law.

Step One:

The employee, or the employee and the Union Steward, shall seek its resolution by discussing the grievance with Operations Manager within fifteen (15) calendar days of the occurrence giving rise to the grievance, which in the case of discipline, shall be the date of imposition of the disciplinary action. The Operations Manager shall give his/her answer in writing within ten (10) calendar days after such discussion. In the case of a discharge or suspension the grievance must be filed within ten (10) calendar days of imposition of the suspension.

Step Two:

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

Step Three:

In case of failure of the parties to settle the grievance at Step Two, the Union or the Employer may request that the grievance be referred to arbitration within ten (10) calendar days from the Union's receipt of the Employer's Step Two response. The moving party shall, request a list of arbitrators from the F.M.C.S. (Federal Mediation and Conciliation Service) within fourteen (14) days of referring the grievance to arbitration. The moving party shall request from the F.M.C.S. a list of seven (7) arbitrators. Within five (5) calendar days of the receipt of the list, the parties shall select an arbitrator by alternately striking names from the list. After each party has struck three names from the list, the remaining name shall be the presiding arbitrator. The arbitrator's decision shall be final and binding on the Employer and the Union and the employee(s) involved. The cost of the arbitrator shall be borne equally by the parties. The arbitrator shall have no power to add to, subtract from or otherwise modify any provision of this Agreement. All arbitrations or legal proceedings shall be filed and held in Madera County.

7.2 TIME LIMITS

By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended once and this extension must be confirmed in writing within the specified time limits, but must otherwise be strictly enforced. In the event that the respondent fails to provide a response at any stage of the process, then the grievance is deemed denied upon expiration of the time for the respond, and the grievant must appeal to the next step to preserve the grievance. In the event that the

grievant fails to appeal the grievance to the next step of the procedure, the grievance shall be deemed denied with prejudice.

7.3 PARTICIPANTS

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

ARTICLE 8 **HEALTH AND SAFETY**

8.1 SAFETY

The Employer shall, at all times, provide safe materials, equipment, vehicles and working conditions for all employees. It is specifically agreed that the compliance with all County, State and Federal Laws relating to working conditions, safety and health shall be an integral part of this Agreement. Safety policies and rules remain within the sole discretion of the Employer under the Management Rights clause of this Agreement.

The Employer will supply necessary safety equipment. No employee shall be required to work with unsafe equipment which would be hazardous to his/her health or to his/her co-workers and/or patients' health and safety. Employees who violate posted Employer safety rules and regulations shall be subject to disciplinary action.

The Union agrees that safety is of paramount importance, and that maintaining a safe workplace requires the cooperation of both management and the employees in the bargaining unit. The Union agrees to cooperate with the Company with regard to workplace safety measures, and collaborate with the Company on solutions to improve safety for all employees.

8.2 SAFETY EQUIPMENT

The Employer shall, at all times, provide safe materials, equipment, vehicles and working conditions for all employees. It is specifically agreed that the compliance with all State and Federal Laws relating to working conditions, safety and health shall be an integral part of this Agreement. Safety policies and rules remain within the sole discretion of the Employer under the Management Rights clause of this Agreement.

The Employer agrees to consider reasonable equipment requests from Employees and the Union, and Employees agree to use reasonable care to avoid waste, damage, or destruction of supplied equipment.

The Employer will supply necessary safety equipment. No employee shall be required to work with unsafe equipment which would be hazardous to his/her health or to his/her co-workers and/or patients' health and safety. Employees who violate posted Employer safety rules and regulations shall be subject to disciplinary action.

The Union agrees that safety is of paramount importance, and that maintaining a safe workplace requires the cooperation of both management and the employees in the bargaining unit. The Union agrees to cooperate with the Company with regard to workplace safety measures, and collaborate with the Company on solutions to improve safety for all employees.

8.3 USE OF TOBACCO PRODUCTS

Smoking, vaping or e-cigarettes, or use of tobacco products will not be permitted in an area which constitutes either a fire hazard or disturbance to patients, visitors, or co-workers. In cases of dispute, the rights of the non-tobacco user shall prevail. Smoking or use of tobacco type products will not be permitted in any ambulances or buildings owned or maintained by the Employer, or within 20 feet of the entrance of any Employer building. The Employer has designated smoking and non-smoking areas on its property. Smoking, vaping or use of smokeless tobacco will not be allowed in the presence of patients, hospitals or facilities, businesses or when in public view such as standbys during work related activities or events in public. Smoking policies of all hospitals, facilities, or public locations will be strictly adhered to by all employees.

8.4 COMPANY PAID IMMUNIZATIONS

The Employer will pay for or provide the Hepatitis series, Flu Shot and an annual TB test for all field personnel unless the employee has signed a waiver declining the immunization.

8.5 DRUG AND ALCOHOL FREE WORKPLACE

The Union and the Employer agree that it is important to maintain a drug, alcohol and substance abuse free work environment for the safety of employees and patients. In order to discourage the use of non-prescribed controlled substances and alcohol in the workplace, the Union and the Employer agree that employees shall be tested for the presence of drug and alcohol if there is probable cause based on a reasonable suspicion that the employee has drugs and/or alcohol in his/her system. The Employer shall bear all of the costs of testing, and shall provide an escort to drive the employee to and from the testing location. Time spent in testing shall be recorded and paid as hours worked, including time spent in transit to and from the testing facility.

An employee shall not work under the influence of any illegal drug, alcohol, or any medication which impairs his or her ability to safely and competently perform the required duties of the position. Any positive drug test, refusal to take a drug test, non-compliance with collection procedures (including but not limited to the use of masking agents or devices to conceal a positive result), or interference with the chain of custody of samples shall be grounds for immediate termination. Employees may not have any detectable amount of such substances in their system.

All offers of employment shall be conditioned upon the applicant passing a drug screen. Any positive test, refusal to take a drug test, non-compliance with collection procedures (including but not limited to the use of masking agents or devices to conceal a positive result, or interference with the chain of custody of samples shall result in withdrawal of the offer of employment.

This policy strictly prohibits the use of alcohol and any drugs that may interfere with employee job performance. Employees may not be under the influence of any illegal drug, alcohol, or any prescription or over the counter medication that may impair their motor skills or judgment. Employees must immediately notify management if they are prescribed any drug that impairs their judgment, motor skills, coordination, or in any way impacts their work. The Employer remains committed to reasonable accommodation of Employee disabilities, and will endeavor to work with the Union and the Employee to find an appropriate and reasonable accommodation for the welfare of both the Employee and the public.

The Company maintains a zero-tolerance policy for all illegal substances, including marijuana. Marijuana is an illegal substance under federal law, and its use will not be tolerated, regardless of whether the employee has a medical recommendation in accordance with California law. The parties agree that due to the continuing rapid evolution of the law regulating Marijuana that they will meet and confer in the event of a positive marijuana test in order to determine if action can be taken to avoid termination of employment. Each such instance shall be treated as an individual case, and shall not serve as precedent in any future case.

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

Drug and/or alcohol screening will be required following a work-related accident, industrial accident or vehicle accident that results in injury beyond First Aid to an employee, any injury to a third party, or property damage in excess of \$1000. Refusal to submit to screening may result in immediate termination.

The Company reserves the right to implement random drug testing at its sole discretion. If random testing is implemented, it shall be conducted by a laboratory certified to conduct random testing under U.S. Department of Transportation regulations. Employees will be provided with 120 days advance notice and a “safe harbor” to seek treatment before random testing is implemented. Further, the Employer will meet and confer with the Union concerning implementation and in particular, a truly random and non-discriminatory selection process. The Company further reserves the right to utilize “last chance” agreements when, as a management right, it decides that it is appropriate to do so.

Testing will be urine for drugs and breathalyzer for alcohol. If an alcohol breathalyzer test is positive, a blood test will be performed for verification.

8.6 CREW QUARTERS

Every designated crew quarters operated by Sierra Ambulance shall be outfitted with kitchens, to include microwave ovens, refrigerators, conventional stove and ovens, sinks, bathrooms, heating and air conditioning systems, TV and sofa. Temperature control units shall be installed at all posts where the Company has control over the thermostat that shall control temperatures to be no less than 74 degrees in the summer and no more than 71 degrees in the winter. Employees will face discipline for waste of utility services, including but not limited to leaving lights on, opening windows when thermostats are active and other similar conduct.

Sleeping areas will be separated for male/female privacy requirements, with at least one bed in each sleeping area. Mattresses will be replaced with new ones as needed.

Employees wishing to make personal calls must use their cell phones, and may not use the land line at any post for personal use.

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

8.7 EAP/CISD/EMERGENCY RELIEF

1. The Employer will establish, maintain and pay 100% of the plan premium for EAP.
2. Full-time and part-time employees shall have access to a critical incident stress debriefing service (CISD) of which will pay any costs. The Employer will allow shift relief for any employee requesting CISD.

The Employer will allow emergency shift relief for the following reasons:

1. Document family illness or injury.
2. Employee illness or injury.
3. To attend a CISD with confirmation by a CISD team member.
4. Family Emergency. Any employee requesting relief under this section will forfeit any remaining hours/pay on the scheduled shift he/she request relief from unless the relief is for an approved CISD or an injury sustained on the job. The employee will utilize any available sick time for C1 and C2 above.

It is understood that in such circumstances outlined in C-1, 2, 3 & 4 may require a change in current unit staffing certification levels; however, such changes are permissible so long as an ALS or BLS level of response is maintained, depending on staffing and personnel.

8.8 FATIGUE

It is the responsibility of the employee to be well rested. If the employee is not able to perform his or her work due to fatigue, he or she must notify his or her co-workers and supervisor. Any Employee reporting fatigue must remain at their assigned station for 4 hours before returning to service, even if such time extends beyond the scheduled end of their shift in order to ensure employee safety during their commute.

ARTICLE 9 **SENIORITY**

9.1 DEFINITION OF AN EMPLOYEE

A full-time employee is defined as an employee who is regularly scheduled to work a schedule predetermined by the Employer, that is regularly 40 hours per week or more. The Employer shall have the right to implement cars that operate on a schedule that is regularly between forty (40) and sixty (60) average hours per week. Prior to implementing such an arrangement, the Employer shall meet and confer with the Union, and the Union shall not withhold consent unless it can identify a specific adverse impact on full time employees. Full time employees must maintain eighty (80) % of their full-time hours for two consecutive pay periods or they will forfeit their full-time position, except where the reduction in hours is due to vacation, approved sick leave, or approved leave of absence.

A per-diem employee is defined as a casual employee who is not part of the regular full-time employee duty schedule. They are not eligible for benefits; they do not have a regular schedule. They work less than 40 hours per week and they work solely at the discretion of management.

9.2 SENIORITY

Employee's seniority for shift bidding is based upon their full-time date of hire and current place on the seniority list.

Seniority for layoffs and recalls shall be by original date of hire.

Seniority for employees who change job classifications shall remain unchanged for purposes of layoff, pay step, time off accruals and benefits. Pay anniversary dates will be their original date of hire.

Part time employees who become full-time employees will be placed at the bottom for the purpose of scheduling, shift bidding, and time off requests based on their date of hire into that position.

Full-time employees that choose to go Part-time status shall be placed according to their original hire date but the move to part-time status must be approved by management. An employee that is Full-time is not automatically granted other status. An employee that goes from Full-time to Part-time status and back to Full-time may be granted their original seniority date if special circumstances exist as determined between management and the Union. When changing classifications from part-time to full-time and vice versa, the effective date will be when the employee starts being scheduled the changed hours.

9.3 LOSS OF SENIORITY

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

1. Resignation.
2. Termination.
3. Twelve months of continuous layoff. This may be extended in increments of three (3) months by mutual agreement of the parties. Employees are responsible to notify Employer of their correct address.
4. Failure to respond to the Employer upon recall to work following layoff within one week after receiving notice by certified mail. This shall not apply if an employee on layoff has informed the Employer by mail or fax, within one (1) calendar week of receipt of their recall letter, of his/her intent to return to work. After such notification, the employee must report within two (2) weeks.
5. Failure to report to work at the conclusion of an authorized leave of absence.
6. Absence for any reason extending beyond thirty (30) calendar days, excluding absence for industrial injury or illness or an approved leave of absence.
7. Accepting a position outside of the bargaining unit at Sierra Ambulance. An employee who accepts a position outside of the bargaining unit will have up to six months from the effective date of the new position to opt to return to a position within the bargaining unit without loss of seniority. Employees may exercise the right to return to a bargaining unit position without loss of seniority no more than once per calendar year.

9.4 DEFINITION OF SENIORITY DATE

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

1. Date of full-time hire.
2. Original date of hire.

3. Date of application.

9.5 PROBATION

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

Employees changing job from full-time EMT to full-time Paramedic, will be placed on an evaluation period for that new job classification for six (6) months (may be extended by mutual consent of the Employer and Union) without losing their seniority. Those employees not meeting company standards in the new job will have the right to return to their old job without loss of seniority or benefits.

9.6 LAYOFFS

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

9.7 RECALL FROM LAYOFF

As positions become available, employees will be recalled beginning with the most senior qualified employee. No new employee shall be hired until such time as all qualified laid off employees have been recalled.

9.8 SENIORITY FOR BENEFITS

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

9.9 SENIORITY APPLICATION

For purposes of overtime, vacation, transfer, layoff or recall from layoff, seniority shall prevail by section 9.4 of this agreement.

9.10 ADVANCE NOTICE OF REDUCTION

The Employer shall notify affected employees of any anticipated reduction in force thirty (30) days in advance if possible-

9.11 POSITION VACANCY

An open position shall be posted for seven (7) calendar days. Any employee interested in the position must apply during that period. Hiring decisions are deemed a management right in the sole and exclusive discretion of the employer.

All current employees shall have preference (based on seniority and performance) over any outside applicant. All full-time employees will have preference over part-time employees, but the Employer may exercise its discretion to hire an outside applicant when the Employer feels it is appropriate to do so. All applicants must go through interview process and the decision to hire or not shall not be subject to the grievance and arbitration procedure, unless the Employee proves by clear and convincing evidence that the Employer's decision was discriminatory or retaliatory.

Employees who wish to change jobs will have preference over outside applicants.

9.12 TEMPORARY VACANCIES/CALL IN PROCEDURES

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

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

1. Employees who have not worked or are not scheduled to work sixty (60) hours or more in the current week.
2. Full-time employees.
3. Sierra Ambulance can reassign an employee already scheduled to a different shift on the same day if it doesn't reduce their hours, and only for temporary and isolated incidents.

Definitions:

Standard Shift: for the procedure listed below, a shift is 24 hours.

Half-Shift: A shift which is less than 24 hours.

Call-Back: an employee is on call back when he/she signs up in advance and is committed to staffing the backup unit for periodic designated time periods.

Paramedic Crew Split: a crew split is when one Paramedic from a dual Paramedic crew is moved to another open shift in the schedule requiring a Paramedic. As a result, an EMT is able to work the opening where prior to moving the Paramedic only a Paramedic was able to cover the Paramedic shift.

Available (AVL): is a designation for employees that wish to receive a shift if an opening occurs on that selected day. Employees designated as AVL will be placed in the shift if such an opening occurs.

Overview

The following procedure creates method for filling short notice shifts during business hours and after hours. Definitions are provided to clarify relevant terms.

1. If a person is listed as available, AVL, on the schedule for the selected day he/she will receive the shift. If the opening is for a Paramedic and the AVL individual is an EMT, a Paramedic crew

split will occur.

If a person is listed on callback on the schedule for the selected day, they will be offered the shift. If the opening is for a Paramedic and the AVL individual is an EMT, a Paramedic crew split will occur if the EMT listed on call back accepts the shift.

Business Hours Short Notice Relief: If notice is received of the open shift between the hours of 0900 to 1600, Monday through Friday, the following procedure will be utilized for open shifts for the next day. The after-hours procedure will be followed for half-shifts, see section 3.2.

- Paramedic crew split will occur if possible. A companywide SMS text and email will be sent to fulltime employees, to only Paramedics if the shift can only be filled by a Paramedic and to Paramedics and EMTs for EMT Shifts, regarding the open shift. An Employee requesting the paged shift will communicate willingness to receive the shift by marking the shift, i.e., selecting a box or choosing someone's name, etc., to be determined. The most senior qualified employee will be assigned the shift unless it creates a shift 72 hours or longer. In this case, the next employee in order of seniority will be selected. If management is not available to administer this process due to an exceptional work load, i.e., working on the ambulance or engaged in other critical duties, the afterhours shift notification process will be used. Such instances should be rare and management will document the circumstances of such an occurrence.
- If after 20 minutes no suitable full-time employee is available, Per-Diem employees will be texted and emailed regarding the open shift and it will be opened on the schedule for review and the first individual to place his/her name in the shift is awarded that shift.

After Hours Short Notice Relief: If notice is received of the open shift after or outside of business hours of 0900 to 1600, during holidays or weekends all employees will be texted and emailed regarding the open shift and it will be opened on the schedule for individuals to review and the first person to place his/her name in the shift is awarded that shift. If a Paramedic crew split is possible it shall be done to increase the number of individuals able to work the shift. Management will send emails and/or texts depending on time of day.

If an open Paramedic shift is not filled and an EMT is available to work the shift which would create a dual EMT (BLS) crew, management may opt to authorize the staffing of a BLS unit at management's discretion. The BLS crew will be posted at the Oakhurst station during the hours of 0700 to 1900 and the station with the lowest call volume for the night.

If the open shift is still open one (1) hour after posting, personnel moves may be made if the unit will be down staffed (having only one crew member), in order of lowest seniority, so the station with the lowest call volume is the down staffed unit.

Procedure for filling unscheduled shifts:

1. Employees email management with the days they would like to work for the following month on or prior to the date specified in SOP 604, Availability Requirements for Per Diem Field Staff.

2. Scheduling is done on a rotation so each person, if available, is given a minimum of 24 scheduled shift hours before others receive more than one shift.
3. Per diem employees will be scheduled a maximum of 48 hours per week if available.
4. Shifts Per diem employees cannot work will be distributed to Full-time employees within the guidelines of SOP 625, Distribution of Open Shifts.
5. Unfilled shifts will be opened at 1700 on the 15th of the month prior unless the 15th falls on a weekend, in such case, the shifts will be opened at 1700 the next business day.

9.13 SCHEDULING BID

The Company reserves the right to utilize technology to automate the bidding process. Prior to the implementation of such technology, the Employer shall provide notice to the union and will meet to discuss implementation and impact on the bargaining unit. In the event of the implementation of new technology, the Company shall provide training for employees so that they can fully participate in the bidding process.

- A. A "Bid Coordinator" shall be selected by the work group or Management and approved by management for each bid cycle. The duties of the bid coordinator shall be to:
 1. Obtain and review the seniority list from management and check it for accuracy.
 2. Work with management to disseminate accurate information regarding scheduling to the field staff and to supervision.
 3. Schedule bid dates and set appointment times for personnel to bid.
 4. Run the bid according to the established guidelines.
 5. Retain the bid coordinator position until the next bid cycle when the appointment may be renewed or relinquished. The bid coordinator will assist in orienting the new bid coordinator.
 6. The bid coordinator will present the completed bid to management for "certification".
- B. The three bid cycles are as follows: The summer bid runs from June through September; the fall bid runs from the week after Labor Day into January; and the Spring bid runs from early January through early June. Other bids may be scheduled as needed to accommodate turnover, or other operational needs.
 1. Normal bid process notification to the field staff of the upcoming bid shall be circulated approximately 30 days prior to the bid date. The notification will include:
 - a) Date of the bid.
 - b) Current seniority list.
 - c) Blank schedule matrix showing shift configurations
 - d) Appointment time for each staff member.
 - e) Information on any restrictions on the bid placed by management for operational reasons.
 - f) Name of the bid coordinator and the phone number for the bid.

2. Standard bid guidelines

- a) Full time employees will bid according to their appointed time based on their seniority.
- b) Employees bidding out of grade, i.e., a paramedic who wishes to bid in an EMT slot to achieve full time hours, will bid according to his/her seniority. This can only be done if all the subsequent EMTs have EMT slots remaining.
- c) Bid appointments will be scheduled in 15-minute blocks of time. You must call in and bid during that time. You may designate a proxy, in writing, prior to the bid day.
- d) The bid will be postponed for those who are on duty and on a response when their bid time arrives.
- e) Those who miss their bid appointment will be passed over and will bid for a remaining opening at the time they do call in. This will result in a loss of some or all of scheduling priority.
- f) Those who miss the bid date altogether will be placed on the schedule randomly based on perceived preferences and operational needs.

3. Scheduling seniority guidelines:

- a) Seniority for scheduling purposes will be based on the date of hire in status.

C. Bid Review and Certification:

Once the bid has been completed, it will be submitted, in draft form, to management for review. Any last-minute changes will be made at that time. Employees with questions, concerns or complaints about the bid process must submit them in writing during this time. The bid review will last one week from that date of the bid.

When the review period has expired, and conflicts have been resolved, the bid will be certified as permanent.

D. There will be times when the regular schedule will need to be modified between bid cycles, either due to personnel turnover or other unforeseen scheduling issues.

1. If a change to the regular schedule is required, it will be made by management.
2. The schedule opening will be posted, and interested parties will have a specified length of time to place their names on a transfer list.
3. Those who have placed their name on the transfer list will be contacted by Management for their specific preferences.
4. The schedule will be modified, taking into account operational needs and seniority.

E. There will be rare occasions when, due to high personnel turnover, changes in unit hours, or unforeseen events, that may necessitate a mid-term bid. If such a bid is required, it will follow the procedures listed above. Management reserves the right to administratively place any employee in a shift outside of the bid or awarded schedule for training, quality improvement, personnel conflict, disciplinary purposes or other operational needs. The Employer shall make a management representative available to discuss such assignments with the Union upon request and will limit such assignments to short term and non-recurrent patterns. Outside of bid

placements shall not exceed the length of the current bid cycle, and in no circumstance, shall exceed up to 90 days without Union consultation.

ARTICLE 10 **HOURS OF WORK**

10.1 WORK SCHEDULES

Work schedules shall be posted and/or provided to employees based on current practice. Scheduling is a management right in the discretion of management, provided that schedules are not changed for discriminatory or retaliatory reasons.

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. This article shall not be considered as any basis for the calculation of overtime.

No employee shall be required to work more than forty-eight (48) consecutive hours except under emergency conditions as declared by management.

Employees shall not receive discipline because of a shift 'no show' due to a failure to post the schedule seven (7) days prior to implementation. This shall not apply if Employer demonstrates that in the alternate to posting the schedule the Employer telephoned and received the employee's acknowledgment.

10.1.5 WORK DAY DEFINITION

The work day shall be defined as the continuous time commencing from the beginning of the shift extending to the scheduled end of shift. This is irrespective of whether the shift passes through midnight or from the end of one week into another. For example, a shift that runs from 0700 on Saturday through 0700 on Sunday shall be considered one and the same shift even though the shift extends passed midnight and transitions from one week to another. Any premium pay such as overtime, double-time or holiday pay shall extend throughout the entire shift.

10.2 REPORTING FOR WORK

The employee will report for work on time at the location of his/her assignment and ready to receive a pager test or an assignment or the employee will be considered tardy. Employees shall be clean shaven (neatly groomed beard, mustache and goatee acceptable), showered and in proper uniform, unimpaired, properly rested and ready to work.

10.3 MEAL PERIODS

Meal and rest periods shall be provided in accordance with California law and the Employer will make its best efforts to ensure that employees receive a meal period. All bargaining unit employees will sign an "on duty" meal period agreement reflecting that when the nature of the work prevents them from taking a meal period and they agree to work through such meal periods as described under Wage Order #9.

10.4 SLEEP TIME

Employees shall be allowed a paid eight (8) hour sleep period, during a twenty-four (24) hour shift, which may only be interrupted by the Employer to respond to ambulance calls, posts, and move ups.

The Employer reserves, as a right of management, the right to implement dynamic posting in order to ensure efficient utilization of units. In accordance with coverage and operational needs. The Employer is entitled to move any unit during a shift within its sole and exclusive discretion.

10.5 SHIFT RELIEF

Shift relief is where an employee arranges for another employee to work all or part of a scheduled shift or assignment and is not trading that shift.

Shifts are 24 hours in length unless otherwise specified in advance, and are therefore, compensated in accordance with the 24-hour shift exemption even if the shift is broken into shorter segments due to partial time off arrangements.

For time off requests:

1. An employee removes their name from the schedule on the day he/she wants off.
2. If someone picks up the shift on the schedule the shift giveaway is complete.
3. Time off requests may not be approved if it creates a situation where additional cost to Employer is incurred.
4. Once an employee receives a shift from another employee, that shift is the responsibility of the employee that accepted it and cannot be traded, PTO'd or requested off.
5. Time off requests may be denied if schedule openings already exist on the day requested at the time the request is made.

10.6 SHIFT TRADES

Employees may not trade shifts without management authorization. The Company will not unreasonably withhold consent for a shift trade. Shift trades are permitted only with management permission.—Based on extenuating circumstances management may approve additional trades. (i.e., schooling, day care, etc.) Shift trades may not be used to undermine the integrity of the bidding and scheduling process, such as by regular and consistent deviations from the schedule.

Employees shall be allowed to trade shifts without loss of benefits, if the following procedures are followed. A shift trade is where an employee and another employee of the same certification level agree to work each other's assigned shift(s) on a one-time basis during a pay period.

A written request must be submitted electronically on the schedule. Only two (2) shift trades are permitted per pay period, and a maximum of twenty-six (26) trades will be permitted per calendar year.

Once an employee receives a shift from another employee by shift trade, that shift is the responsibility of the employee that accepted it and cannot be traded, PTO'd or requested off.

10.7 WORK WEEK/PAY PERIOD

An employee's work week will start on Sunday and run two weeks ending on Saturday. Pay periods will consist of two consecutive work weeks. Barring extenuating circumstances, paychecks will be available on each payday.

10.8 HOLDOVER

1. Employees will remain on duty for their shift and until properly relieved of duty. In the event an ambulance call, post or move-up occurs during the hours of work, the crew must accept and complete the ambulance call, post or move-up after the shift has ended and before crew change has occurred, the crew must accept and complete the ambulance call post or move-up. The Company reserves the right to change posting assignments during the shift in order to maximize the utilization of ambulances in areas of the highest call volume.
2. Hold over will not exceed two (2) hours without employee consent or in the event of an emergency situation. No additional calls will be allowed during the holdover.
3. All hold over time will be documented and reported to the Administrator on Call (AOC). Hold over pay will be at one and one half (1.5) times the employee's base pay, in addition to any regular or over-time pay the employee is eligible to receive.
4. Holdover is defined as staying past the end of the scheduled shift and does not apply to an employee that has arranged relief for partial shift.

10.9 MANDATORY CALL-IN

Prior to forced mandate being implemented, voluntary mandate will be offered. A group page will go out to fill the opening. Within the first 30 minutes it will be by seniority, after that first come first serve. The opening will be subject to management considerations like the number of hours the employee has worked.

Should the shift still be unfilled, then the employer may resort to forced mandate as outlined in the mandate paragraph.

Voluntary mandate will be paid as outlined in the mandate article.

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

1. Employees cannot be mandated more than 72 hours in advance.
2. Employees will not be mandated until reasonable efforts to find voluntary personnel has been exhausted, those on the voluntary call list have been called, and at least one company-wide email and text has been sent out seeking volunteers.
3. If the shift still cannot be filled the following guidelines will apply:
 - A. Call back will be done using inverse seniority, employee will be allowed a 15-minute window, upon request, in which to accept or decline.

- B. Accepting a mandatory assignment automatically moves employee to the last position on the inverse seniority list, regardless of his/her previous position.
- C. 24 hours prior to the mandated shift, a final page will go out requesting volunteer coverage.
- D. Refusing a mandatory assignment may result in progressive disciplinary action. Discipline will be at the 'written warning' level depending on the employee's record relating to any other progressive disciplinary actions.
- E. No employee may be mandated for more than one shift in any calendar month.
- F. Employees that have worked or are scheduled to work 140 hrs. in a pay period can request to be exempt from mandate for the remainder of that pay period.

Such mandated employees will receive a one-half times (0.5) premium based on their regular rate of pay in addition to any overtime or shift differential to which the employee may be entitled, for all hours worked due to mandatory call in. A mandated employee can find shift relief for the mandated shift and will still receive the mandate credit. The relief employee is not eligible for mandate pay or credit for the mandate. An employee that is on approved (vacation) or has arranged for approved shift relief shall not be subject to mandate on those days. Mandate pay would be capped at double time.

ARTICLE 11 WAGES

11.1 WAGES

- A. All full and per diem Sierra Ambulance field personnel will be compensated at an hourly rate determined by work experience and longevity according to the compensation schedule. See Attachment "A"
- B. Full-time field personnel will have their annual wage and hourly rate computed on the basis of an average Sixty (60) hours of work per week. The schedule will routinely amount to five (5) 24-hour shifts per two-week pay period, 130 shifts per year, on average. Full-time employees are eligible to receive paid time off (PTO), health benefits, and may participate in the company sponsored 403b retirement savings plan. Full-time employees must work a minimum of twenty-four (24) hours per week unless ill, on vacation or have pre-arranged permission. Additionally, Full-time employees must work a minimum of 80% of their scheduled shifts per calendar month unless ill or on vacation. Full-time employees who do not meet this full-time hour requirement will be subject to disciplinary action.

With pre-arranged permission, a Full-time employee may work less than twenty-four (24) hours if; 1) it occurs infrequently; 2) the time off is used in full or part, in a service-related capacity, i.e., taking time off to teach or attend work-related classes.

- C. Per diem employees perform duties described in the assigned job description and are paid an overtime rate consistent with the hourly overtime standard. Per diem employees do not accrue PTO or other employee fringe benefits or scheduling seniority. Occasionally a per diem employee may work regularly scheduled hours while still being classified as a per diem. This is done on a short-term basis if it is deemed beneficial to both parties and it fulfills an operational need.

- D. Hourly employees may work a modified work week if approved by management and the employee. If an employee chooses to work a modified work week the overtime rules and benefits may be modified.
- E. EMTs sponsored by Sierra Ambulance to attend paramedic training and who have received tuition assistance and other expense reimbursement will normally have their new paramedic wage set at Paramedic step-1 and will remain at step-1 for one (1) year.
- F. Un-sponsored EMTs who send themselves through paramedic training without financial support from Sierra Ambulance will normally have their new paramedic wage set at Paramedic step-1 and will remain at step-1 for six (6) months. Sierra Ambulance reserves the right to decline to promote un-sponsored paramedic graduates into a paramedic position based on economic need and/or performance issues. Newly hired paramedics, regardless of whether they are sponsored or not, will not have their wage set equal to or below his/her current EMT wage. Those starting above step-1 because of this rule will not be eligible for a merit increase for one (1) year.
- G. Voluntary Call Back to Duty (All Calls)

There are times when ambulances are committed on calls or otherwise unavailable and the Company needs to call personnel back to duty on a voluntary basis for a short period of time to provide coverage until the regular duty ambulances become available. Call-backs will occur between 0700 and 1900.

1. Call back – Those who sign up in advance as available to be called back to duty will be paid two (2) hours compensation for responding to staffing requests from 0700 to 1900 hours.
2. Staffing - Those who respond to the all-call will receive two (2) hours of compensation. They must come in and be available for repeated call backs for up to one (1) hour after the initial call-out before the call-back clock resets.
3. Dispatched Responses – Those who are dispatched to respond after staffing will receive two (2) hours of compensation.
4. Duties while staffed - Employees who respond to the all-call page and are not immediately dispatched a call will be assigned various tasks, after performing a unit check out.
5. Quick succession staffing and call responses - Repeated up staffing, down staffing, up staffing, etc., will receive the greater of, two (2) hours compensation or actual time worked. The aforementioned also applies for canceled calls that occur in quick succession.
6. Compensation Rounding Up - Extra time on duty beyond call back hours or call response minimums, will be paid in one (1) hour increments rounding up to the next hour.
7. Premium Pay – Compensation in this section will be paid at regular time or premium pay if they have exceeded forty (40) hours of work for the week.

For example. If one signs up for call back, they will earn two (2) hours. If he/she is activated for coverage he/she earns another two (2) hours. If during that activation a call is received that results in a transport, another two (2) hours are paid; for a total of six (6) hours in this example.

11.2 OVERTIME

1. Overtime is defined as time earned that is either scheduled over twenty-four (24) a day and in excess of forty (40) hours per week (weekly overtime) or time worked over eight (8) hours per day but less than twelve (12) hours per day (daily overtime) when working a shift that is scheduled for less than 24 hours.
2. Double-time is earned for working more than twelve (12) hours per day and less than twenty-four (24) hours per day when working a shift that has been scheduled for less than 24 hours, i.e., a 12-hour day car.
3. Shifts regularly scheduled for 24 consecutive hours are paid at in accordance with the weekly overtime wage and hour rule; in other words, after 40 hours of regular time has been reached, the employee will earn overtime at time and one half. The weekly overtime rule applies even if an individual works less than 24 hours but the original scheduled shift is a 24-hour shift.

11.3 DIFFERENTIALS

Employer shall permit employees to train or precept Paramedic interns during the employee's normal course of duties. Such employees shall be designated and supervised in their training duties. Such employees shall be designated and supervised in their training duties, by the CQI Committee. Employer shall facilitate the placement of such students or interns with such designated employees in conjunction with the training institution. Any compensation awarded to the preceptor will receive 80% of the training fee, and the Company 20% for administrative fees. No Sierra Ambulance Service EMT will be required to pay this preceptor fee.

11.4 PAY SCALE

The employer may place an employee on the pay scale up to five (5) years equivalent above the beginning pay rate as determined by their years of applicable E.M.S. experience. Step increases shall be granted on the anniversary of an employee's full time hire date into a classification.

11.5 PARAMEDIC SPONSORSHIP

The Company shall have the right, in its sole and unlimited discretion, to sponsor Paramedic Training for EMTs. The Company shall not be obligated to sponsor any EMT for Paramedic Training at any time, nor shall it be limited in the number of EMT's to sponsor. Whether any number of EMT's are selected or not selected for Paramedic Trainings shall not be considered as future precedent with respect to sponsorship, and the Company shall have the right to require EMTs who are sponsored to reimburse the cost of sponsorship if the sponsored EMT leaves Company employment within three years of completion of paramedic training. Further, the Company shall have the right to require EMTs who are sponsored to reimburse the cost of sponsorship if for any reason the EMT fails to complete Paramedic training and certification, unless the failure to complete results from medical disability.

ARTICLE 12
LEAVES OF ABSENCE

12.1 PERSONAL LEAVE

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

All leaves of absence granted will be without pay. Leaves of absence may not be granted to employees who have not completed their probationary period. A failure to return from leave shall be considered job abandonment and a voluntary resignation as of the date that the employee was expected to return and failed to do so.

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

During such leave of absence, all costs associated with medical, optical, dental or other benefits will be borne by the employee. During a medical leave of any type (including workers' compensation), employees must provide updated work restrictions every thirty days, or after every medical appointment, whichever is more frequent. It shall be the obligation of the employee to communicate with the Employer during medical leave so that the Employer can examine light duty options that may expedite the Employee's return to work.

12.2 FAMILY MEDICAL LEAVE

The Employer agrees to abide by Federal and State laws regarding family care leaves of absence; to the extent such laws apply to it.

12.3 BEREAVEMENT LEAVE

In the event of death in an employee's immediate family (defined as the employee's spouse, child including still birth, stepchild, parent, step-parent, mother-in-law, father-in-law, sister, brother, stepsister, stepbrother, grandparent, grandchild, brother-in-law, sister-in-law or significant other) the employee will be allowed to take time off work. At the employee's request, the employee shall be permitted to take and complete the actual leave of absence anytime within two (2) weeks following the death. The leave, when taken, shall be for consecutive shifts. In addition, any employee who is notified of a death in the immediate family, while on duty, shall immediately be relieved upon their request for the remainder of his/her shift with pay.

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.

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

12.4 JURY DUTY/WITNESS SUBPOENA

Sierra Ambulance supports the criminal and civil justice system of which we are all a part. To that end Sierra Ambulance will provide the required time off from work to employees summoned for the course of their jury duty obligation. The Company is committed to reducing the financial burden placed on employees when they are called to serve and must, as a result, miss time regularly scheduled at work.

Employee Responsibilities

1. Employees who have received a jury summons must notify their supervisor as soon as possible, but must also be no later than 7 days prior to the date of summons.
2. If the appearance date is a regularly scheduled duty day, the employee will follow the instructions on the summons notice and phone the court the night before to determine the need to appear. The employee will notify the duty supervisor, (Administrator on Call,) immediately thereafter, and prior to 2000 hours.
3. If appearance is necessary, and after supervisor notification, the employee will be excused from work and report to the court as directed by the jury summons notice.
4. If, after appearing, the employee does not serve on a jury, and it is a regularly scheduled duty day, the employee must report back to work immediately upon release, or as directed by the supervisor.
5. This procedure will repeat itself as necessary until the employee is released from jury duty responsibility by the court.
6. The employee will bring documentation from the court of the appearance for jury service, including the time the employee was released from jury service.

Employer Responsibilities

1. Sierra Ambulance will provide the necessary time off from duty to appear for jury duty and to serve on a jury if required to do so.
2. Sierra will provide reasonable compensation as outlined below.

Compensation

The intent of the policy is to pay the employee as if he/she were on duty working his or her regularly scheduled shift.

1. If an employee is required to appear in person on a regularly scheduled duty day Sierra Ambulance will pay the employee for time spent in transit and while serving or waiting to serve on a jury or in the jury pool awaiting selection. Employees must return to duty immediately upon being released from jury duty responsibilities.
2. Sierra will continue to pay personnel as if they were on duty working their regularly scheduled shift(s)
3. Compensation will continue in this manner for up to twenty-four (24) hours per calendar year.
4. Employees needing to attend jury duty may be able to make shift trades above the allowed limit.

Court Reimbursement

1. Employees may keep any compensation from the Court, including but not limited to any mileage reimbursements received for travel expenses to and from court.

12.5 MILITARY LEAVE

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

12.6 DISABILITY/PERSONAL LEAVE

Leaves of absence without pay due to sickness or injury may be granted to employees provided the employee gives written request for such leave and in addition, furnishes a current doctor's certificate specifying the nature of the condition, any job limitations, eligibility of for light duty and return-to-work date upon demand. In lieu of a written request the beginning date on the physician's certificate will constitute the start of the medical leave. Such granted leaves of absence shall not be in excess of thirty (30) days except in the case of industrial injury or illness in which case the leave shall not exceed the period of disability. An employee may request an additional thirty (30) days medical leave by submitting an additional physician's certificate specifying the above criteria. All benefit accruals shall be suspended during such leave.

The Company reserves the right to offer light duty, modified work, or other accommodation to the employee in lieu of leave. A refusal to accept a light duty or modified work assignment or schedule shall be deemed a resignation from the employment.

An employee who does not return to work upon expiration of the leave shall be considered to have resigned his or her employment. Employees shall have an affirmative obligation to maintain contact with the Employer during their leave and provide current and updated information concerning their condition and ability to return to work.

Employees on a leave must utilize available PTO during the leave period in accordance to PTO provisions.

12.7 MATERNITY LEAVE

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

12.8 RETURN FROM LEAVE

Employees returning from any leave of absence provided for under this agreement shall be returned to the same position, rate of pay, seniority and benefits they had prior to taking their leave. No seniority for any purpose will be accrued by an employee whether on a paid or unpaid leave of absence and all benefit accruals shall be suspended during the term of the leave.

All employees on leave greater than thirty (30) days may be subject to orientation and evaluation prior to returning to normal duties. Evaluation or orientation will be completed within the first week of the employees return to work. Employees on any type of medical leave must provide updated work restrictions to the Company every thirty (30) days or after every medical appointment, whichever is more frequent. Failure to provide current restrictions as stated above may lead to discipline up to and including discharge. Failure to maintain contact shall entitle the Company to replace the employee at its sole and exclusive discretion and shall cause the employee to forfeit the right to reinstatement. Written notice

shall be sent to the Employee's address on file by certified mail before any Employee is released or replaced for failure to maintain contact and provide restrictions.

The terms of workers' compensation leave and return to work shall be governed by California law.

12.9 INDUSTRIAL INJURY/ILLNESS

During the period of time during which an employee is on leave of absence resulting from an industrial injury or illness incurred in the course of employment or arising out of employment with the Employer, the employee shall accrue seniority toward promotions and wage tenure increases. The continuation of health benefits during such leave shall be determined by the terms of the applicable plan and the Employee Income Retirement Security Act (ERISA) of 1974. Employees on workers' compensation leave must provide updated work restrictions every thirty (30) days or after every medical appointment, whichever is more frequent, and must fully cooperate with the return-to-work process, including but not limited to acceptance of light duty work. A refusal to accept light duty work shall be a resignation of employment, unless the Employee's medical provider affirms that the Employee is unable to perform the light duty position, or the Employee can demonstrate that the light duty position was discriminatory or retaliatory.

ARTICLE 13 **HOLIDAYS**

13.1 HOLIDAYS

The Employer recognizes the following Holidays:

New Year's Day	Martin Luther King Day	Presidents Day
Easter Sunday	Independence Day	Labor Day
Memorial Day	Thanksgiving Day	
Veteran's Day		
Christmas Day		

Holidays are from the beginning of the employee's shift on the holiday to the end of the employee's shift that started on the holiday. The above listed holidays are all Blackout days. No PTO will be scheduled on Blackout dates, but employees will be allowed to trade or give away shifts.

All employees will receive holiday pay at one half (0.5) times of his/her regular straight time hourly rate of pay for each hour worked on a recognized holiday in addition to their appropriate rate of pay for that day. (i.e., either one half (1/2) times or two (2) times)

ARTICLE 14
PTO

14.1 PTO

Paid time off to full time employees is a benefit of their employment. PTO does not distinguish between sick leave and vacation time. It sets forth the details under which full time employees will accrue banked hours which can be used as the employee sees fit; either for illness or injury, vacation or family leave, or can be redeemed for cash.

All regular full-time employees covered by this Agreement who have been continuously employed as a full-time employee by the Employer for six (6) months, shall be eligible for Paid Time Off (PTO), which shall accrue from date of hire, without loss of pay in accordance with the schedule provided.

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

Part-time employees will accrue 24 hours over the year. With 26 pay periods per year, per diems and part timers will accrue 0.93 hours per pay period whether they worked in a given pay period or not. This accounts for pay periods where they don't work at all and other pay periods where they may work quite a bit. All other provisions of the California Healthy Family Act will apply.

Years in service	No. of weeks per year of PTO	No. of weeks per year of PTO Work week	Straight time equivalent hours per Week	Accrued hours per pay period
0 to 1	2.0	60	70	5.38
1 to 2	2.5	60	70	6.73
2 to 3	3.0	60	70	8.08
3 to 4	3.5	60	70	9.42
4 to 5	4.0	60	70	10.77
5 to 6	4.0	60	70	10.77
6 to 7	4.5	60	70	12.12
7 to 8 4	4.5	60	70	12.12
above 8	5.0	60	70	13.46

Employees may carry over hours annually not to exceed one and one-half times their base annual accrual. Banked hours can accrue up to a maximum of six (6) weeks of paid time off. When an employee has reached the six (6) week threshold, hours above the six (6) weeks will be paid out to the employee on a quarterly basis.

14.2 REQUESTING TIME OFF WORK

Requests for Time Off must be submitted at least one calendar week (excluding holidays) in advance of the intended usage date. Requests for personal time off may only be used for full shifts; time off for partial shift shall use the Shift Relief or Shift Trade provisions. Multiple requests for the same day off shall be approved in the order they were received. If multiple requests for the same day are received on the same day, seniority will prevail. Only one (1) EMT and one (1) Paramedic will be eligible for time off on the same day. Time off requests received with less than one week's notice shall become the responsibility of the individual wishing the time off to find his/her own relief. Requests for time off which are related to emergencies and other unexpected and unplanned events shall not be unreasonably denied by the Employer based on ability to staff the requested shifts(s). Once an employee's request has been approved, it cannot be cancelled by the Employer for reasons other than major emergency (disaster, or staffing emergency.)

All Time Off requests will be taken as paid time off and employees must have the hours accrued before the first requested shift off. The time off request will not be approved if the employee does not have enough hours accrued or has not received an approval for a shift trade(s) to cover the needed hours of coverage. Likewise, an employee may not give a shift away if he/she does not have sufficient PTO to cover the missed shift. In the event the employee does not have enough PTO accrued for a previously approved time-off request the employee may request to cancel the request or take the time unpaid. If the employee chooses to cancel the requested time-off, due to extenuating circumstances (which will be reviewed by management), the Employer must be notified as soon as possible.

14.3 SCHEDULING VACATION

To encourage employees to use their earned vacation time and to provide a fair method of allocating vacation based on seniority. While the Employer recognizes and encourages employee involvement in scheduling and other operational issues, the first responsibility of the Employer is to ensure that adequate personnel is in place to work the necessary units in accordance with established staffing patterns.

At the end of each calendar year, November 1st to December 31st, management will consult with all full-time employees entitled to vacations, and develop a working schedule for vacations, for the coming year. Vacation requests made after the initial selection process for the following year will be considered on a first come first served basis. Vacation requests must be within the guidelines listed below:

1. A week of vacation is considered a one-week, seven consecutive day period with no blackout dates. However, vacation can be scheduled to include blackout dates if the vacation was requested sixty (60) days in advance of the first day of the vacation.

14.4 PAY OUT

Approved PTO requests for time off will be paid as hours worked. Employees may, at their option, choose to receive pay in lieu of time off two (2) times per year for up to 50% of their PTO accrued amount paid at their regular rate of pay. Requests for such payment must be documented on the electronic timesheet for the affected pay period.

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

An employee whose employment has been terminated, or who resigns, and who has unused accrued PTO pay shall receive such pay in addition to any other pay due in his/her final check. All sell backs or pay

outs at time of termination, either voluntarily or involuntarily, shall be paid at the employees' regular rate of pay. Employees who change from full-time will have their PTO cashed out on the following pay period.

14.5 PTO DONATION

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

ARTICLE 15 **EARLY RETIREMENT MEDICAL PLAN**

15.1 EARLY RETIREMENT MEDICAL PLAN

Employees who have accumulated twenty (20) years of full-time service and reach the age of sixty (60) may elect to retire and receive up to ten thousand (\$10,000) dollars per year for health insurance premiums for themselves only, until they reach age sixty-five (65). Employees must provide proof of payment and the Company will reimburse their insurance company their portion of the payment.

ARTICLE 16 **BENEFITS**

16.1 MEDICAL PLAN

The Employer will offer a group benefit plan, which will be available to all eligible employees and their families. The Employer retains the right to change, alter and/or replace its coverage, terms or provisions, as it deems necessary, as long as the same level of benefits from the previous plan year are maintained. Sierra Ambulance pays 100% of the employee premium and 50% of dependent premium. The Employer agrees to offer this benefit plan with the costs being on a pre-tax basis where allowable.

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

16.2 DENTAL PLAN

Sierra Ambulance reimburses dental on a calendar year basis according to the following schedule:

First \$200 at 100%
Next \$2,000 at 80%

This benefit is provided to the employee up to \$1800 per year and covered dependents up to a family maximum of \$5,000 per year, January through December. It is the employee's responsibility to turn in dental bills to the employer or have the employer billed directly by the dentist, or turn in the bill along with a receipt if you need reimbursement. This benefit renews every January 1.

16.3 VISION PLAN

Sierra Ambulance reimburses up to two hundred and fifty (\$250) a calendar year for the employee and covered dependents for optical exam and glasses or contact lenses. Present your receipt to the office for reimbursement.

16.4 ADDITIONAL INSURANCE

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

Core Benefits:

Core benefits include Employee Assistance Program (EAP) and Basic Life and Accidental Death and Dismemberment Insurance. All full-time eligible employees will receive the “core” benefits at no cost.

The Employer will offer to eligible full-time employees, a “core” benefit of life and accidental death and dismemberment insurance in the amount of \$25,000. Employees have the option to purchase additional supplemental life and/or accidental death and dismemberment insurance coverage for them and/or their spouse and dependent children through payroll deduction.

Optional Benefits:

All full-time eligible employees will be able to select “optional” benefits, (i.e., AFLAC, LTD) which each employee believes is most applicable to their individual situation. In each case of the “optional” benefits all full-time eligible employees are responsible for all of the additional premium costs and these will be deducted through payroll deduction.

16.5 RETIREMENT

Pursuant to the plan document, for all employees, the Employer will match deferred compensation for the 403b up to a maximum of six (6) percent. Employees who do not elect health care are eligible for an additional two (2.0%) contribution into their 403b account.

ARTICLE 17 **EDUCATION AND TRAINING**

17.1 ON DUTY CONTINUING EDUCATION

All employees shall be allowed to attend education programs while on duty, including programs which are presented or sponsored by the Employer. This shall be allowed during all hours of work and only provided that such programs are within the employee’s response area and do not interfere with the dispatching of calls.

17.2 ORIENTATION

All new employees will be provided with paid orientation. This orientation may include supervised shifts and dispatch time. Training will be done during the day shift hours with a minimum 48 and up to 240 hours of training.

17.3 MANDATORY MEETINGS

The Employer has the right to call meetings that all employees are required to attend. It is understood that employees will be paid for these meetings at their regular rate of pay including overtime for all time spent at mandatory company meetings. (Field employees will be paid at the 56hr base rate.) Employees shall not be paid for continuing education attendance unless such attendance occurs during their scheduled shift or unless the Employer requires attendance at a particular class.

1. When Employer personnel have instructed the class and the employee was working for the Employer all of the offered days, the Employer will provide reasonable opportunity for the employee to attend the class but the Company shall not be required to incur any additional cost in making the opportunity available.
2. If the training session was provided by an employee, the employer will make the materials available within a two-week period.
3. If the employee was not scheduled to work for the Employer all of the offered days and Employer personnel were not the class instructors the employee will be responsible to make contact with the instructor and make arrangements to make-up the class material and the Employer shall not be required to cover any costs associated with the makeup.
4. Failure to attend a mandatory meeting without prior approval may lead to discipline up to and including discharge

ARTICLE 18 **MISCELLANEOUS**

18.1 OUTSIDE EMPLOYMENT

Outside employment shall be in accordance with applicable laws and regulations. Work requirements, including Company overtime, scheduled and non-scheduled, will have precedence over any outside, part-time employment. Employees who are unable to maintain a high standard of work performance with the Company as a result of outside employment will be subject to appropriate disciplinary action up to and including termination. The company will not pay any benefits for injuries or illness resulting from or related to outside employment. Employees will advise Employer of outside Employer work schedules.

Employees shall provide, in writing, the employer, position held, and location of any outside work, as well as the schedule for that work. The Company shall not interfere with any employee's outside employment, but shall be entitled to ensure that all employees are properly rested and fit for work.

18.2 CERTIFICATION/RECERTIFICATION/CONTINUING EDUCATION

The Employer will provide an online continuing education service to all employees paid for by the employer. Additional training will be provided in house. Attendance at in house Company training will be paid hour for hour.

The Employer shall reimburse all full-time Paramedic and EMT personnel for the certification/re-certification fee required by the County and State EMSA upon presentation of receipts and new

certification cards. The Employer reserves the right to provide these classes directly and limit reimbursement to the amount the service pays for certifications provided by us.

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

Paramedics and EMTs will be reimbursed if they have worked a minimum of 600 hours in the preceding year.

The Employer shall reimburse for the following upon re-certification of the employee's Paramedic/EMT certification as long as request is made within three (3) months of CCEMSA accreditation/recertification, plus any related receipts. The Employer reserves the right to provide these classes directly and limit reimbursement to the amount the service pays for certifications provided by us.

- California State Paramedic re-certification fee.
- CCEMS County Paramedic/EMT re-certification fee.
- ACLS and PALS reimbursement should be up to \$150.00
- BLS/HCP CPR up to \$50
- ADL fee
- MEC fee

If in house CE is not available, then the following reimbursement will be made.

- 48 hours of C.E. pay at regular wage rate without overtime for full-time Paramedics.
- 24 hours of C.E. pay at regular wage rate without overtime for per diem Paramedics.
- 24 hours of C.E. pay at regular wage rate without overtime for full-time EMTs.
- 12 hours of C.E. pay at regular wage rate without overtime for per diem EMTs.

18.3 ACCESS TO PERSONNEL FILES

Employees or their designated representatives shall have access to their personnel file after scheduling an appointment with a management representative.

18.4 UNIFORMS

Full time employees are eligible to receive reimbursement for these uniform items once they have secured authorization from supervision:

Uniform Item Frequency Reimburse Up To:

Polo style uniform shirts 3 per year.

BDU/TDU Shirt 2 per year

Sweater 1 per year

Class A Shirt Every other year

Class B Shirt Every other year

Incidentals (Boots, belts, flashlights, utility knives (Two Hundred (\$200.00) annually)

Pants – Uniform pants will be provided as needed.

Per diem employees will receive a pro-rata reimbursement based on hours worked.

Other specialty items may be reimbursed, as approved by management case by case.

The Employer maintains the right to change or amend the uniform policy at its discretion except as mandated by this Agreement. The Employer also reserves the right to allow or require a different uniform for special events/programs at its discretion. Any mandated uniform changes will be supplied by the Employer. All employees are responsible for all equipment and uniforms issued to them and will return or replace items upon termination or resignation.

18.5 TIME CARDS

Employees will be required to document all hours worked, days off duty, shift reliefs, PTO, bereavement leave and sick days for each day of the work week on an Employer provided time card. Personnel will only be paid for hours on the time card which are correct. Any time cards that are not, filled out correctly or are late will be returned for correction and the employee will be subject to progressive discipline. Late is defined as completed after 0900 hours on the Monday following the end of the pay period.

18.6 CONTACTABILITY

The Union recognizes the Employer needs to be able to contact all employees and agrees that all bargaining unit members will supply the Employer with a reliable method of contact. This method to be is a personal contact number, for reasons such as; overtime, shift/station changes or other needed contacts. The Employer will only be responsible for attempting to contact an employee at the contact number they have given via text or voice. It is also understood that all Employees are responsible for giving any changes in their contact number to management in writing.

18.7 LABOR/MANAGEMENT COMMITTEE (LMC)

Labor/Management Committee (LMC) - The Employer and the Union shall establish a Labor/Management Committee covering all Sierra Ambulance employees represented by USW. There will be three (3) members from both the Union and Company on the LMC. The function of the LMC shall be to discuss work-related matters of mutual interest and/or concern, for the purpose of establishing safe working conditions and procedures, efficiency of operations, quality patient care, and harmonious working relationships between the employees, the Employer, and the Union. The LMC shall meet quarterly and shall be run according to the jointly prepared agenda. The LMC may convene at either party's request, as needed, to address matters that would be untimely for the quarterly meeting. The LMC shall not have the power to change the provisions of the Labor Agreement between the parties, to negotiate new agreements, or to resolve grievances.

Time spent in LMC activities shall be unpaid unless the meeting is called by the Company.

18.8 FITNESS AND GYM MEMBERSHIPS

The Company will reimburse employees who maintain a gym or fitness related membership in order to encourage increased employee health and wellbeing. The company will support employees who maintain a membership at an approved health club or organization, whose goal is to increase the physical, cardiovascular, strength or flexibility status. A full-service health club, yoga, boxing or cage fighting training, martial arts, swim center membership, self-defense programs that include rigorous physical activity are also acceptable.

To obtain the aforementioned reimbursement all of the following must be met:

1. The employee must be in good status, i.e., not on probation due to a disciplinary action. The prohibition of employees on probation does not include “new hire” or “change of status” probation types.
2. A monthly reimbursement request form shall be completed and returned to management prior to the conclusion of the reimbursement month.
3. The health membership program shall span more than thirty (30) days.
4. The maximum reimbursement will be \$45.00 for full time employees and \$25.00 for other employees, per month. If the employee’s monthly membership cost is below the maximum reimbursement, the reimbursement will be decreased to the actual membership cost.
5. Proof of membership (POM) will be provided to management:
 - a. At the initial reimbursement request within the guidelines of this policy.
 - b. Quarterly POM shall be provided by the end of March, June, September, and December. If initial POM has been provided within thirty (30) days prior, POM authorization will be waved.
6. Acceptable POM will consist of one of the following:
 - a. Membership dues receipt that includes health club membership demographics, i.e., business name, location, cost, and contact information.
 - b. Bank account transaction record of membership payment. This is not the preferred method.

Management reserves the right to make temporary changes to this policy, approve reimbursement for “non-traditional” health programs that are congruent with the intent of this policy, disapprove reimbursement for programs that provide little benefit to the employee and/or conflict with the mission or guiding principles of the Sierra Ambulance Service.

18.9 COMPANY RULES AND POLICIES

The Company shall have sole discretion in adopting and revising employment rules and procedures and Standard Operating Procedures and an Employee Handbook, provided that they are not inconsistent with this Agreement, as set forth in the Management Rights Clause of this Agreement. The Company shall have sole discretion in adopting and revising patient care and supply control requirements, and safety obligations, which shall be enforceable through discipline.

Company rules, regulations and policies shall be made available online to each employee and to the Union. Any modification of or addition to any current existing rules/policies must be presented to the Union and the Employees fourteen (14) days prior to implementation. As set forth in the Management Rights clause, the Union shall have the right to comment and provide suggestions with respect rules, regulations, and policies, but the Company shall have final and sole authority to implement such rules, regulations, and policies, provided such rules, regulations, and policies do not directly conflict with this Agreement. Any grievance concerning the implementation of such rules, regulations, or policies shall be limited to whether the rule, regulation, or policy directly conflicts with an explicit term or provision of this Agreement, and shall not consider the efficacy of such rule, regulation, or policy.

ARTICLE 19
NO STRIKE NO LOCK-OUT

19.1 NO STRIKE NO LOCK-OUT

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

ARTICLE 20
MAINTENANCE OF STANDARDS

20.1 OTHER AGREEMENTS

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

20.2 SUB-CONTRACTING

There will be no subcontracting of any services performed by employees of the bargaining unit except by mutual agreement between the parties. However, if Company personnel are not sufficient to cover demand, the Employer may seek assistance from other EMS providers to cover peak call loads.

20.3 LAWS AND ORDINANCES

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

20.4 LICENSING/QUALIFICATIONS

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

- County Certifications
- CPR Card
- California Driver's License
- Ambulance Driver's License
- Medical Examiners Certification

Employees may not work without all required certifications. All required licenses and certifications must be renewed timely as soon as possible to avoid expiration or the employee will be removed from the work

schedule. Failure to renew the certifications within 14 days after the expiration date will result in termination.

20.5 DRIVER EXCLUSION

Employees shall maintain driving records as allowed by the DMV and/or the Employer's automobile liability insurance provider's requirements, whichever is more restrictive, to drive company vehicles. It is understood that an insurance provider's requirements are subject to change and may be followed by the Employer as recommended by the carrier.

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

Employees who have their driving privilege revoked for medical reasons, yet retain their qualifications for field positions may, to the extent non-driving positions are (in Employer's sole discretion) available, be allowed to remain on the job in a non-driving capacity until the medical restriction is removed. Notwithstanding, Employer shall have no obligation to retain such employees for any length of time.

20.6 EQUIPMENT RESPONSIBILITIES/JOB DUTIES

The ambulance business, which is a public service operating on a twenty-four (24) hour basis, requires the performance of certain duties which can vary by location and are reflected in employee job descriptions. Job duties are more specifically addressed in the Employer's Standard Operating Procedures (SOP).

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

No employee shall be required to do any mechanical work on any of the cars (except for vehicle checks as outlined in the company handbook) and equipment, but shall be obligated to maintain medical equipment and vehicles that are licensed for transportation of the sick and injured and owned and/or operated by the Employer, such as cleaning, dusting and washing. Employees will be required to complete all checklists and worksheets applicable to their vehicles as set forth in the SOP and must turn in all documentation daily.

20.7 DRIVING RECORDS

Employees who are convicted of a violation which causes the loss of employee's CDL or Ambulance DL or which causes Employer's insurance provider to recommend, in accordance with the underwriting standards of insurability established by such carrier, employee's exclusion from coverage, shall be subject to appropriate disciplinary action, up to and including discharge.

20.8 DEFINITION “AT FAULT”

“At fault” shall be determined by Employer following consideration of investigation report(s) from qualified agencies, review of witness statements, diagrams and drive cam evidence. Such determinations shall take into consideration 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.

20.9 UNQUALIFIED DRIVERS

In addition to an employee’s loss of their valid driver’s license or other work-required driving license endorsements, employees are not qualified to drive company vehicles if their MVR or Employer records reveal any of the following items:

1. Failure to: i) hold a valid driver’s license for a cumulative minimum of two (2) years except as excluded in Art 8.02 above; ii) to hold a valid California Ambulance Driver’s License; and, iii) to maintain a medical examiner card.
2. Conviction of any of the following impairment-related charges: DWI/DUI; in physical control/open container; implied consent; or other drug or alcohol driving related offense within the last five (5) years or more than one conviction ever.
3. Conviction of a hit and run or leaving the scene of an accident.
4. Suspension of driving privileges within the last seven (7) years due to a moving violation (a suspension for failure to appear is excluded.)
5. More than one at-fault accident in a Sierra Ambulance vehicle within a four (4) year period.
6. More than one conviction for a moving violation in the past twelve (12) months or accumulation of more than three points on their DMV record within the past three (3) years.
7. Conviction for driving while license suspended or revoked.
8. Conviction for reckless driving.
9. Conviction for use of a vehicle in a felony, at any time.
10. Conviction for any “speed” contest or exhibition of speed while in a company vehicle.
11. Conviction for fleeing/eluding any police officer.
12. A driving record which evidences disregard for the law, evidenced by an excessive number of non- moving type violations, excluding parking and/or “fix-it” tickets (i.e., failure to appear, financial responsibility, expired license, etc.)

Employees not qualified to drive as a result of any of the items in this Section appearing on their MVR or Employer record may be subject to disciplinary action, up to and including discharge.

ARTICLE 21
SEPARABILITY

21.1 SEPARABILITY

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

ARTICLE 22
MANAGEMENT RIGHTS

22.1 MANAGEMENT RIGHTS

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

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

- * The right to change providers and/or administrators for the benefit programs described in this Agreement; and
- * The employer can change insurance carriers if the need arises as long as the same levels of benefits are maintained as stated herein above.

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

The Employer has chosen to implement some of its management rights through the Employer's Standard Operating Procedures (SOP) and Employee Handbook (collectively referred to as "the Manuals"). The Union has been provided with a copy of the Manuals and agrees that all of the topics addressed in the Manuals are within the prerogatives of the Employer as set forth in this Section. The parties agree that the Employer has the right to modify, add to, subtract from or change the Manuals unilaterally except where other provisions of this Agreement require mutual consent. Except in cases of emergency, the Employer agrees to give the Union at least fourteen (14) days advance notice of proposed changes in the Employer's Policy and Operations Manuals. The Union shall have the opportunity to submit advisory comments on the proposed changes. The Employer will consider the Union's advisory comments but is under no obligation to accept them. Upon expiration of the fourteen (14) day period, the Employer may implement the proposed changes without further notification or consultation with the Union. The Employer and Union agree that should a conflict in language occur between this Agreement and the Policy and Operations Manual, the contract language will always supersede the Policy and Operations Manual.

This document constitutes the entire Agreement between the Employer and the Union. During the negotiations which resulted in this Agreement, the parties acknowledged that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Each party voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter not specifically referred to in this Agreement, unless such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

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

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

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

Draft-2. (01-11-2021) Everyone goes up one step on ratification and another step after six months. Everyone keeps their anniversary dates.

	Min. Wage		Dropped		Anniversary Dates												
	2017	2018	2019	2020	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Yr. 11	Yr. 12	
EMT	Annual	\$ 38,220	\$ 40,040	\$ 43,680	\$ 47,320	\$ 50,960	\$ 54,600	\$ 55,692	\$ 56,806	\$ 57,942	\$ 59,101	\$ 60,283	\$ 61,488	\$ 62,718	\$ 63,973	\$ 65,252	
	60hr/wk	\$ 10.50	\$ 11.00	\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00	\$ 15.30	\$ 15.61	\$ 15.92	\$ 16.24	\$ 16.56	\$ 16.89	\$ 17.23	\$ 17.57	\$ 17.93	
	44 hr/wk-Partly	\$ 14.70	\$ 15.40	\$ 16.80	\$ 18.20	\$ 19.60	\$ 21.00	\$ 21.42	\$ 21.85	\$ 22.29	\$ 22.73	\$ 23.19	\$ 23.65	\$ 24.12	\$ 24.60	\$ 25.10	
MEDIC	Annual	\$ 50,050	\$ 52,302	\$ 54,656	\$ 56,842	\$ 59,116	\$ 61,480	\$ 63,940	\$ 65,858	\$ 67,834	\$ 69,529	\$ 71,268	\$ 73,049	\$ 74,876	\$ 76,747	\$ 78,282	
	60hr/wk	\$ 13.75	\$ 14.37	\$ 15.02	\$ 15.62	\$ 16.24	\$ 16.89	\$ 17.57	\$ 18.09	\$ 18.64	\$ 19.10	\$ 19.58	\$ 20.07	\$ 20.57	\$ 21.08	\$ 21.51	
	44 hr/wk-Partly	\$ 19.25	\$ 20.12	\$ 21.02	\$ 21.86	\$ 22.74	\$ 23.65	\$ 24.59	\$ 25.33	\$ 26.09	\$ 26.74	\$ 27.41	\$ 28.10	\$ 28.80	\$ 29.52	\$ 30.11	

Years beyond top step will earn 2.0% annually.

SUMMARY

1. No change in the dollar amounts in the wage scale.
2. Paramedics move up one step on their scale now and another step at their anniversary date.
3. Paramedics move up another step 6 months after contract ratification.
4. EMTs get a \$.50 raise across the board (pay car EMT hourly is adjusted upward to \$.70 to account for shorter work week.)
5. Drop EMT steps prior to 2020
6. Drop Paramedic steps prior to 2018.

Per Diem EMT	\$16.00 per hour
Per Diem Medic	\$21.00 per hour

44 hour work week hourly calculation, (using daily overtime rules):

- 4 shifts a week
- 8 hours of regular pay each day
- 3 hours of overtime pay every day
- 3 x 1.5 = 4.5 straight time hours per day.
- 8 + 4.5 = 12.5 straight time equivalent hours, STE hours.
- 12.5 straight time equivalent hours per day X 4 days a week = 50 STE hours.
- Hourly rate = (Annual wage ÷ 52 weeks/year) ÷ STE hours.

60 hour work week hourly calculation, (using weekly overtime rules):

- 40 hours of pay paid at straight time
- 20 hours paid at overtime each week (averaged)
- 20 hours x 1.5 = 30 straight time hours.
- 40 + 30 = 70 straight time equivalent hours, STE hours.
- Hourly rate = (Annual wage ÷ 52 weeks/year) ÷ STE hours.

ARTICLE 23

TERM OF AGREEMENT

23.1 TERM OF AGREEMENT

This Agreement shall be effective as of February 19, 2021 and shall remain in full force and effect through and including February 19, 2022 and shall continue in full force and effect for year to year thereafter, unless notice of desire to amend, cancel or modify the Agreement is served in writing by either party upon the other at least ninety (90) but no more than one hundred and twenty (120) days prior to the date of expiration.

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

Approved this 19th day of February, 2021.

FOR THE COMPANY

Sierra Ambulance Service, Inc.



Daniel Rule, President



Ed Guzman, Executive Director, GM

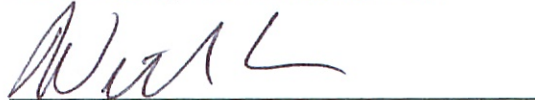
FOR THE UNION



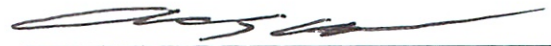
Fernie Mirelez, Staff Representative



Lee Alameda, President Local 12911




William Hartley, Negotiating Committee



Aaron McGruer, Negotiating Committee



Carrie McNally, Negotiating Committee



Mike Smith, Negotiating Committee

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union