

# LABOR AGREEMENT

Between



PRN AMBULANCE

and

UNITED STEEL, PAPER, & FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS

INTERNATIONAL UNION

AFL-CIO, CLC

("United Steelworkers" or "USW")



On behalf of its TEMSA Local 12-911

*Effective August 3, 2022, thru \_August 2, 2025*

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## **PREAMBLE**

This Agreement governing wages, rates of pay, benefits, hours of employment, and other conditions of employment is between PRN (hereinafter called the Employer) and United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (hereinafter called USW), on behalf of its TEMSA Local 12-911 (hereinafter called the Union).

**ARTICLE 1**  
**RECOGNITION AND SCOPE**

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

The Employer recognizes the Union as the exclusive bargaining agent for all employees included in the following certified bargaining unit:

All full-time, regular part-time, and per diem Emergency Medical Technicians (EMTs), Advanced Emergency Medical Technicians, Field Training Officers, Paramedics, Crew Chiefs and Respiratory Therapists employed by the Employer and who are working at or out of its facilities located at North Hills, East LA, Glendale, Carson, Stanton, California, excluding all dispatchers, all call center, professional, administrative, confidential employees, registered nurses, managerial employees and all other employees, guards and supervisors as defined in the Act.

**Section 1.01. Subcontracting**

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

**Section 1.02. Relocation of Facilities**

If any of the facilities listed in this agreement or any new facilities that may become a part of this agreement are relocated to a different site within the same or adjacent county in southern and/or central California serving the same or similar customers served from the previous site, the provisions of this agreement will remain in full affect for all relocated/transferred employees and all future hires that work in or out of the new site.

**Section 1.03. Additional Non-Represented Stations**

Additional Southern California stations will be included in the bargaining unit covered by this agreement.

**ARTICLE 2**  
**UNION SECURITY**

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

The Employer agrees to furnish the Union each month with the names of all newly hired employees covered by this agreement, their address, classification, date of hire, status as full-time, regular part-time, or per diem and the name of any terminated employees and date of termination. The Employer shall also provide, monthly, the name, address, and classification of employees who were previously ineligible to be a member of the bargaining unit, but who have become eligible for such representation due to a change in the employee's job status.

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

As a condition of employment, all employees included within the bargaining unit described in Article 1 of this agreement shall either become a member of the Union and pay dues and fees thereto or in lieu thereof, and shall pay an amount equal to the Union's fee and thereafter pay to the Union each month directly an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. This obligation shall begin when the Employer receives signed dues or other deductions authorization form signed by the employee or the effective date of this agreement or the execution date of this agreement, whichever is later.

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

Employees who fail to join the Union and/or fail to pay the monies required by this agreement, upon written request to the Employer from the Union, shall be discharged from employment. Upon request, the Union will show proof to the Employer evidence of attempts at collection from the employee before discharge or termination is required.

**Section 2.02. Check-off**

Beginning two full pay periods after ratification by the bargaining unit, the Employer agrees to deduct from the wages of bargaining unit employees who execute a check-off authorization in accordance with this Article or applicable law, monthly dues or agency fees, in amounts designated by the Union. Said deductions shall be made on a prorated basis during each payroll period. On or before the tenth (10) day of each month, the Employer shall forward to the Union all deductions made for the preceding month, together with a list of all employees from whom dues or fees were deducted to USW International Secretary-Treasurer at United Steelworkers, P.O. Box 64485, Pittsburg, PA 15264-4485.

The Employer shall be relieved from making such check-off deductions upon:

- A. Termination of employment
- B. Transfer to a job other than one covered by the bargaining unit
- C. Layoff from work
- D. An approved unpaid leave of absence



- E. Revocation of the check-off authorization in accordance with the terms of this Article or applicable law.

Notwithstanding A, B, C, and D above, upon return of an employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions.

**Section 2.03. Indemnification**

The Union, and each employee authorizing the assignment of their wages or termination resulting from nonpayment of Union dues in accordance with this article, hereby undertake and agree to indemnify, defend and hold the Employer harmless from all claims, demands, suits and other forms of liability, including Employer's reasonable attorneys' fees, that may be made against or incurred by it from or by reason of any action or inaction by Employer in carrying out the provisions of this article.

**ARTICLE 3**  
**UNION RIGHTS**

**Section 3.00. Union Stewards**

The Employer recognizes the right of the Union to create and utilize a bargaining unit leadership structure (Unit officers) as it deems necessary. The Employer agrees that stewards will not be retaliated against as a result of the fulfillment of their steward duties. The parties agree that disciplinary action taken against a steward by Employer does not automatically constitute retaliation and that each case will be approached on its own merits. The Union will provide to the Employer a listing identifying such officers, including stewards, upon request. Officers shall not be recognized by the Employer until the Union has provided such notice. Exceptions to the foregoing shall be made only on an emergency basis, and subject to the approval of the Union. The Union will notify the Employer in writing when individuals leave Union officer positions. Stewards shall not allow their activities as stewards to interfere with or disrupt the performance of their work or the work of any other employee. Except as provided below, stewards will not conduct Union business while on-duty without Employer approval. To the extent possible, stewards shall engage in Union activities on off-duty time, pre-and post-shift and during breaks. The Union's stewards and representatives will provide the General Manager and the Human Resources Department with their cellphone numbers for text messages and business email addresses for business communications.

Employer will notify employees of their right to representation during investigative interviews but if employee declines in writing on a form (the substance of which is agreed upon by Employer and Union) said investigation may proceed. Employees called to an investigative interview, which the employee reasonably believes may result in disciplinary action, shall have the right to secure Union representation during such meetings. If the Employer requests an on-duty Union steward or Union officer, they will be paid their regular wage as per regular shift. Nothing contained herein shall excuse the immediate preparation of an Incident Report as required by Employer's current policy. Stewards shall not be paid for time spent preparing or attending level 1 and 2 grievance meetings, arbitrations, appearing as a witness at an arbitration, or for engaging in any general Union business which is related to an investigation.

Such Union representation will occur in the following manner:

- A. On-duty steward or Union officer during their shift.
- B. The Company will attempt to schedule the investigatory interview an hour before the steward's start of shift or immediately following the end of the steward's shift. If so scheduled, the steward will attend and will receive a stipend equal to one hour of pay at the steward's regular straight time rate.
- C. Off-duty steward if available during business hours at the employee's station or another mutually agreed upon time and location not to exceed four (4) business days, unless otherwise agreed to by both parties. If the invited off duty steward appears and participates in the meeting they will receive a stipend equal to one hour's pay at the steward's regular straight time rate. Every day the steward or employee is not available to meet will extend the twenty (20) day period for issuing discipline by an equal number of days. All investigatory meetings that may lead to termination or suspension will be conducted in-person with at least one representative from management present. These investigatory meetings

may be conducted by electronic media by mutual agreement between the parties. The Company agrees that an investigatory meeting being conducted via electronic media will be halted and rescheduled as an in-person meeting if facts are revealed during the interview that raise the possibility that the interviewee may be subject to suspension or terminations as a result the of new information. If the steward requests a private space to meet with the employee being investigated or to participate in the investigatory meeting by electronic media, the employer will make its best efforts to locate an available private space. If the Company cannot provide a meeting room, the four (4) business days will be paused until a new meeting date is proposed by the Company. If a steward is not available on the dates offered by the Company the twenty (20) day period prescribed by section 4.06 will be paused until the Union steward agrees to a new meeting date, or a Stewards is available per section A & B above, whichever comes first.

- D. An employee shall be obligated to proceed with meeting if a shop steward can be located, irrespective of the employee's preference for particular representation or whether or not the steward is from employee's home station; an employee shall be obligated to proceed with an investigation if Union representation is not available; the parties agree and understand that an employee will be under no obligation to answer any questions if a steward is not present.
- E. Employer will agree to release up to four (4) employees to participate in collective bargaining negotiations on behalf of the Union; the Union will provide PRN at least five (5) days' notice of the identity of the employees to participate in bargaining.

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

A duly authorized representative of the Union shall be permitted to visit Employer's facilities to meet with employees on duty in order to conduct legitimate Union business. Union Representatives shall work out the details, with Management, of where and when they will visit the Employer's premises prior to arrival. When visiting Employer's facilities, the Union representative or Union officer shall inform a designated Employer representative of their arrival, conform to all safety requirements, conduct business in a manner not to interfere with work being performed, and notify a designated Employer representative of their departure.

Union representatives shall not conduct Union business on any customer premises, provided, however, that if in connection with an investigatory matter, the Union desires to contact a customer representative, the Union shall provide Employer with the name of such person and a description of the information sought, and Employer shall use reasonable efforts to gain permission from the customer representative for Union to initiate contact. If customer representative refuses, the Union agrees not to contact representative without first obtaining a subpoena.

### **Section 3.02. Bulletin Boards**

A single bulletin board not exceeding 24" x 48" in size (in a style reasonably acceptable to Employer) shall be permitted at each work site at the Union's cost and will be placed at a mutually agreed upon location easily visible to employees, for Union to post official Union business (on Union letterhead stationery or an official Local publication).

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

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

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

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

### **Section 3.03. Employee Mailboxes**

The Union shall have reasonable access to employee mailboxes for the purpose of communicating official Union business and information provided, however, that materials and information placed in mailboxes shall be subject to the same restrictions as bulletin boards.

Employer shall have no obligation to provide mailboxes for employees nor be responsible for any materials placed in mailboxes. On a monthly basis, the Employer will provide the Union the email addresses and cellphone numbers, from the eso system, for all bargaining unit members.

### **Section 3.04. Employee Notification of Union**

The Union may, if it desires, attend new hire orientation to make a presentation, for up to thirty (30) minutes, concerning the Union. The Union will be provided notice as soon as possible of the new hire orientation and schedule. The Union's presentation will concern Union membership, Union business, the collective bargaining agreement and other appropriate topics. If the Union intends to present slides or other materials at the orientation, such materials will be provided to the Employer at least twenty-four (24) hours in advance of the orientation.

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

**Section 4.00. Just Cause**

No employee shall be issued corrective action, disciplined or discharged by Employer without just cause.

**Section 4.01. Disciplinary Action**

The Employer and the Union recognize that the intent of corrective action is for the purpose of modifying inappropriate behavior. The Employer will attempt to modify inappropriate behavior through various means. The Employer reserves the right to discipline and/or discharge any employee based on just cause and the merits of each situation as presented and identified through the course of an investigation. The Employer and the Union agree that some employee behaviors and actions (as stated in Section 4.04) warrant disciplinary action at an accelerated level beyond the standard steps of the progressive discipline process, up to and including termination.

All disciplinary documents up to a last and final warning issued to an employee will have no force or effect on progressive discipline after twelve (12) months. A last and final warning will have no force or effect on progressive discipline after (18) months. Disciplinary documents related to substantiated cases of harassment or discrimination of any nature will remain in the employee's personnel file and may be used in future substantiated offenses of harassment or discrimination.

Progressive discipline, where applicable, will consist of the following four (4) steps except as otherwise provided below:

- A. Documented verbal warning
- B. Written warning
- C. Last and Final Written with possible Suspension
- D. Subject to Discharge

Multiple infractions of the same offense in one day will result in one disciplinary action.

The Employer may engage in the informal coaching process with their direct reports on a non-precedent setting basis, prior to application of formal discipline as described above.

Performance Improvement Plan:

Upon verification that an employee has established a performance issue requiring improvement, Employer, at its sole discretion, may require employees to undergo a formal Performance Improvement Plan (PIP). The purpose of the PIP is to correct the employee's performance to an acceptable level outside of the progressive discipline process. However, the employee's failure to correct the performance deficits to an acceptable level as set forth in the PIP within the timeframe prescribed will result in application of the appropriate level of disciplinary action, up to and including discharge. The Employer will provide a copy of the PIP to the Union.

## **Section 4.02. Excused Absences**

All absences require the use of available and accrued Paid Time Off (PTO) or Paid Sick Leave (PSL), unless the employee is on a leave covered under a Federal, State or local law.

## **Section 4.03. Attendance**

Regular and punctual attendance by all employees is an essential part of responsible employment. Excessive absenteeism and tardiness can seriously hamper productivity and thus affect the success of our entire operation. For this reason, this program has been established to provide an effective means for monitoring employee attendance, and also to set forth the guidelines by which appropriate disciplinary action can be taken when necessary.

Attendance Program:

An employee is absent when they fail to report for, and remain at work, as scheduled. Lateness is an absence of short duration at the beginning of the employee's shift. Leaving early, though with permission, before the shift ends, is also an absence. Absences include all time lost from the work schedule, whether avoidable or unavoidable, voluntary or involuntary. It will continue to be the employee's responsibility to notify the company of tardiness and absences prior to the start of their shift.

Objective:

By use of corrective discipline, counseling an individual will be encouraged to correct their unacceptable attendance record.

I. Attendance Discipline:

1. Verbal Warning - Issued at a total of three (3) Attendance points.
2. Written Warning - Issued at a total of six (6) Attendance points.
3. Final Warning - Issued at a total of eight (8) Attendance points.
4. Termination - Issued at a total of ten (10) Attendance points.

II. No Attendance/Tardy/Late points will be charged for the following absences:

<ul style="list-style-type: none"> <li>Lack of Work</li> </ul>	<ul style="list-style-type: none"> <li>Holidays (unless scheduled to work)</li> </ul>	<ul style="list-style-type: none"> <li>First 72 Hours of Scheduled &amp; not scheduled PSL</li> </ul>
<ul style="list-style-type: none"> <li>All contractual Leave of Absences/CISD.</li> </ul>	<ul style="list-style-type: none"> <li>Road Closures/Natural Disasters will be handled on a case by case basis</li> </ul>	<ul style="list-style-type: none"> <li>Jury Duty</li> </ul>
<ul style="list-style-type: none"> <li>Subpoenaed as a Witness</li> </ul>	<ul style="list-style-type: none"> <li>FMLA/CFRA</li> </ul>	<ul style="list-style-type: none"> <li>Family Partnership Act</li> <li>Healthy Families Act</li> </ul>

The Employer should be provided as much notice of medical appointments or the need for medical related absences, as is reasonably possible. Medical appointments should be scheduled outside of working hours, however, if this is impossible follow these steps:

1. Use PTO/PSL
2. Establish a trade or shift substitution to handle appointments

III. Attendance/Tardy/Late Point Value (TA)

2 points – Call out with less than two (2) hour notice	Absent with notification less than two (2) hours from the scheduled start of your shift other than those listed in Section II.
1 point – Call out with greater than two (2) hour notice	Absent with notification greater than or equal to two (2) hours from the scheduled start of your shift, other than those listed in Section II
½ point – Tardiness	Clocking in 15 minutes or less after the scheduled start of shift
1 point – Tardiness	Clocking in more than 15 minutes after the scheduled start time
1 point--Leaving Early	Leaving early without permission from the employee's direct supervisor or his/her designee.
0 point – Leave Early	Leaving early for a valid reason with advanced permission from the Employer
6 Points	No Call/No Show

Falsification of medical excuse or notes will subject employee to progressive discipline up to and including termination. Employees who walk off the job without a valid reason, will be subject to discipline up to and including termination.

All documents for proof of “excused” absences must be submitted to the H.R. Department no later than the start of the **third business day** upon return from any absence. Failure to submit proof will automatically mean that the absence will be unexcused and the discipline, including termination actions, will be accelerated with points given as outlined. **Any requests for new information, not already requested or required, will start a new three (3) business day period.**

If the employee has no PTO or PSL available for an approved personal or family emergency, the Employer has a right to request proof of emergency and to assign points if appropriate.

An employee who shows up 2 hours or more after the start of the shift, may be sent home without pay.

**IV. No Call / No Show Include the following :**

**A. Failure to report for a scheduled shift(s) without calling-in within two (2) hours of the start of the shift.**

**B. No extraordinary or proven reason to justify the absence and failure to call in.**

**V. Attendance Credit System**

One (1) point will be dropped at the end of each two (2) months for employees with perfect attendance. Perfect attendance is defined as no absence, no tardy and no leave early.

Schedule of points review:

Calendar	Points
<u>Months:</u>	<u>Removed:</u>
Jan - Feb	March 15
Mar - Apr	May 15
May - Jun	Jul 15
Jul - Aug	Sep 15
Sep - Oct	Nov 15
Nov - Dec	Jan 15

Therefore, it is possible for an employee to cleanse their record by the credit system. However, at no time may an employee “bank” absentee credit with this system and have an absence point total less than zero (0).

During medical leave of absences, FMLA/CFRA (intermittent and long-term) and/or industrial injury leave and/or lay-off; no credit points will be given. The employee’s point system will be considered frozen until they return to work, and time off work will not be included in the calculation of the two-month review under the Attendance Credit System.



## VI. Report Absences

All absences and tardiness require notice to scheduling two (2) hours prior to the scheduled start time.

## VII. Shift Abandonment

Two (2) consecutive **scheduled** shifts of not calling in or showing up for work will be considered abandonment of the employee's job and considered resignation. Mitigating circumstances may be presented and will be taken into consideration.

## VIII. Point Inquiries

Point inquiries will be handled through the employee's Operations Manager.

The parties agree that within the first six (6) months of this agreement or implementation of a new time and attendance system/software, upon the request of either party, this section 4.03 may be re-opened for discussion and potential adjustment.

### **Section 4.04. Conduct Subject to Discipline/Discharge**

Conduct set forth below may be grounds for immediate discipline up to and including termination with just cause without regards to the Employer's progressive discipline policy.

1. Substantiated cases of dishonesty, falsifying or omitting any material information.
2. Insubordination – defined as the refusal to follow a legitimate work-related order.
3. Gross -negligence.
4. Violent or other aggressive behavior including engaging in, or provoking, physical altercation (excluding self-defense required to protect oneself from an unprovoked attack).
5. Violation of Employer's Substance Abuse Policy.
6. Refusal to respond to a call in a timely manner as directed by dispatch or a supervisor. Timely manner is defined as the lesser of:
  - two minutes
  - the time it takes to immediately make way to the ambulance and be enroute
  - by County protocol
7. An unlawful or illegal act while on duty or conducted on Employer or Employer's customer's property.
8. Possession of firearms or dangerous weapons of any kind on duty or while on Employer property.
9. Threatening, intimidating or harassing (including sexual, gender, or harassment of any other kind) of a co-employee, vendor, patient or customer.
10. Gross misconduct complained and verified by customer or patient.
11. Theft, conversion, embezzlement, willful destruction or misappropriation of Employer or Employer's customer's property.
12. Engaging in activities which cause disrepute or compromise to Employer's reputation unless such activities are protected by law.
13. Acts that endanger the safety, health, or well-being of another employee, patient or customer.
14. Divulging or misusing confidential information of Employer, customer or a patient not otherwise available to the public.

15. Failure to follow policy regarding the following matters:
  - a. Backing procedures.
  - b. Exceeding 15 mph on the shoulder of freeways/highways with stopped or slow traffic.
  - c. Failure to come to a complete stop at a red-light intersection or stop sign (regardless of a Code 3 response or not).
16. Placing a unit in service without performing a full vehicle checkout to include all medication equipment and safety items are present and in state of readiness, unless overridden by Operations Manager or above.
17. Failure to report incidents covered under EMS Mandatory Reporting Requirements.
18. Destruction or damage to Employer property.

#### **Section 4.05. Non-Precedent Setting Action**

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

#### **Section 4.06. Disciplinary Notices**

To be considered valid, disciplinary actions must be issued within twenty (20) business days from the day of the infraction or when the Employer became aware of the infraction. Should the Employer need to conduct further investigation regarding an incident that could give rise to a disciplinary action, the Employer shall provide notice to the Union and employee of such situation within the time frames set forth above. **The request for an extension will be made within the twenty (20) business day period.** Union approval for an extension shall not be unreasonably denied.

If not previously provided, the Employer agrees to provide the Union copies of written warnings and above within **ten (10)** business days after issuance.

Disciplinary notices related to vehicle accidents will be maintained according to the Driver Exclusion Section 8.01 of this agreement.

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

#### **Section 4.07. Employer/Union Exchange of Discipline Related Information**

In the event the Employer disciplines or discharges an employee, the Employer will upon request of the Union provide to the Union copies of any documents, written statements, emails, audio and video used by the Employer as a basis for its action. Where such documents contain confidential employee, patient care, or legal information, such confidential information will be redacted prior to providing the documents to the Union. **Employees who prepare Incident Reports will have electronic access to those reports. If the employee cannot print the Incident**

Report, upon request, a copy will be provided by the Employer before the investigatory interview is conducted.

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

The Employer reserves the right to place employees on administrative leave for the following:

- A. Any circumstance when an employee is relieved of duty pending the need for an investigation of an alleged violation that could lead to disciplinary action; under any circumstance when an employee is relieved of duty pending an investigative-administrative process due to misconduct which may include, but is not limited to; harassment of any type, patient abuse/neglect, violation of the Employers Alcohol and Substance Abuse Policy, theft or destruction of Employer's property, allegations of work place violence; until completion of the investigative-administrative process and a resolution has been rendered.
- B. When clinical privileges are suspended during the course of an investigation/administrative process of inquiry.

Employees shall be provided written notice of the reason for the investigation when placed on administrative leave. Employees shall be required to cooperate, honestly and earnestly, in the investigation and remain available for an administrative interview, subject to reasonable advance notice of same while on administrative leave or be subject to discipline.

The Employer shall use its reasonable and diligent effort to expedite the investigation / administrative proceedings for all employees on leave. If such leave exceeds 48 scheduled hours, the leave shall be paid for the remainder of the leave, unless the leave is due to an outside agency. For full-time employees, their scheduled hours will be counted toward the 48 hours. For regular part-time employees, their minimum requirement of 20 hours per pay period or hours previously scheduled (whichever is greater) will be counted toward the 48 hours.

Per diem employees will be paid 20 hours per pay period for the paid portion of their Administrative Leave. Regular part-time employees scheduled to work more than 20 hours, will be paid according to the approved shifts in existence at the time the administrative leave starts.

Employees are allowed to use available accrued PTO while on administrative leave solely at the employee's option. However, employees placed on administrative leave following suspension of their clinical privileges by the State or Local EMS Agency or following an arrest for alleged serious criminal misconduct (felony) will be continued on unpaid administrative leave until completion of the EMS Agency or criminal proceedings.

If an allegation is found to be without merit for disciplinary action and unrelated to any outside service or agency, the employee will receive back pay for lost time as time worked and employee's PTO account will be restored. If the allegation is found to have merit, the employee will not receive back pay and PTO will not be restored. At the conclusion of the administrative leave, the employee will be returned to their regular assignments and/or served with notice of disciplinary action.

Upon return from administrative leave, the employee will be placed back on the same shift/position they had on their next scheduled shift (the first shift that starts the day after administrative leave ends). The employee who is temporarily filling the shift will be removed

from all future scheduled shifts and may pick-up another vacant shift. Any lost hours to the employee who is filling the temporary shift shall not be subject to the grievance procedure. Further, the lost shifts(s) do not count toward the minimum shift requirements that still need to be met.

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

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

#### **Section 5.00. Grievance Procedure**

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

Employees should attempt to resolve problems informally with their immediate supervisor before resorting to the grievance procedure. Any agreement between the employee and the supervisor will be a non-precedent setting settlement. In case of a discharge or suspension, the grievance will be automatically moved to Step Two of the grievance procedure.

**Step One** - The employee or the Union through its steward or field representative shall submit the grievance in writing to the **Chief of Operations** or their designee within ten (10) business days of the occurrence giving rise to the grievance. The **Chief of Operations** or their designee shall meet with the grievant and/or their representative within ten (10) business days and give their answer in writing within ten (10) business days after such discussion. In case of a discharge or suspension the grievance must be filed within ten (10) business days of the Union receiving notification of such discharge or suspension. Grievances resolved at this step shall not be precedent setting.

**Step Two** - If the procedure in Step One fails to resolve the grievance then, within ten (10) business days after the receipt of the Step One answer, the grievance shall be submitted to the **General Manager**, or their designee. The parties shall meet in an attempt to resolve the **grievance** within ten (10) business days after such submission or at the next regularly scheduled Step Two meeting, if such there is, or by mutual agreement, the parties may submit the matter to some alternative non-binding dispute resolution procedure. **General Manager** or their designee shall respond, in writing, within ten (10) business days from the date of the meeting or alternative dispute resolution procedure. Disputes resolved at this level may be precedent setting if the parties mutually agree.

**Step Three** - If the **grievance** is not resolved at Step 2, the Union may submit the grievance to arbitration. The Union must submit notice of intent to arbitrate, in writing, stating the issue to be arbitrated, to the **General Manager**, within ten (10) business days of receipt of the proceeding grievance step answer. All grievances submitted for arbitration shall be submitted to an arbitrator selected in accordance with the procedure of the Federal Mediation and Conciliation

Services (FMCS). The arbitration shall be conducted under the prevailing Voluntary Labor Arbitration rules of the respective organization.

- A. The arbitrator's authority shall be limited to resolution of the particular grievance issue(s) submitted to the arbitrator by the Union and the Employer and the authority conferred by this agreement. The arbitrator shall have no authority to alter, change, ignore, delete from or add to the provision of this agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented by the parties. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents at the arbitration hearing. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action where the Employer shall have the burden of production and proof at the hearing. The arbitrator's function is to interpret the agreement. The arbitrator shall consider only the particular grievance and issues presented in writing by the Employer and the Union. The arbitrator shall have no authority or power to add to, delete from, or alter any of the provisions of this agreement, but shall be authorized to determine if the level of discipline was just, and interpret the existing provisions of this agreement as they may apply to specific facts of the grievance in dispute.
- B. The fees and expenses of the arbitrator shall be shared by the parties. Other arbitration expenses incurred by either party, such as pay for witnesses, legal fees, transcript fees, etc., shall be the sole responsibility of the party incurring such expenses.
- C. Monetary awards shall be reduced by any unemployment compensation or other compensation earned or received by the grievant.
- D. The decision of the arbitration shall be final and binding on the Employer, the Union and the grievant.

#### **Section 5.01. Time Limits**

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

In the event the Union fails to appeal the grievance to the next step or the Employer fails to respond within the time frames specified in 5.00, the grievance will be advanced to the next step. If the next step is arbitration, the Union must notify the Employer in writing per step three above.

#### **Section 5.02. Participants**

The Employer agrees that the grievant shall be allowed to attend any and all steps of the grievance and arbitration process if the Union so directs. The parties agree to exercise their best efforts to arrange grievance meetings, which accommodate the schedule and location of all participants.

**Section 5.03. Liability**

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

**Section 5.04. Settlement**

Any settlement under the procedures established herein, short of arbitration, but after arbitration has been requested, shall upon mutual agreement, be binding upon the Employer, the Union, and the employees. Such settlements can only be agreed to by the **General Manager** or his designee and the USW International Staff Representative and the Union's Local President, or local TEMSA Representative.

**ARTICLE 6  
PROBATION**

**Section 6.00. Probationary Employees**

All employees covered by this agreement shall be on probation until the first day of the new pay period following the first six (6) months of employment. The Employer reserves the right to discharge employees at any time during the probationary period with or without just cause, such action is not subject to the grievance procedure. An employee's probationary period may not be extended except by mutual agreement between the Employer and the Union.

**Section 6.01. Probationary Shift Availability**

During the time of the probationary period, employees will be held to shift availability provided by them at time of hire and orientation. If the employee wishes to change their employment status or shift availability during their probation the employee must send a detailed email to the scheduling department two-weeks in advance with their request. The change in their status for shift availability is subject to approval **and will not be unreasonably denied.**

**ARTICLE 7  
EDUCATION AND TRAINING**

**Section 7.00. EMT, Paramedic, and Respiratory Therapists Pay for Continuing Education Training**

All full-time and regular part-time paramedics, EMT's and Respiratory Therapists who have at least 2,000 worked hours will be eligible for regular base hourly wage while attending CE courses while off-duty. This will be up to a maximum of twenty-four (24) hours for EMTs, forty-eight (48) hours for Paramedics and thirty (30) hours for Respiratory Therapists of CE training every (2) years. **CEU certificates received by the last day of the current pay period will be paid in the next pay period.**

### **Section 7.01. Continuing Education and Training**

Throughout the year, the Employer may provide C/E, CPR, PALS and ACLS certification classes in-house without cost to the employee. If the employee chooses to attend classes outside the Employer provided courses, they may do so at their own expense. If the Employer offers the required courses within six (6) months of the employee's certification expiration, the Employer will not be required to reimburse the external certification expenses. Receipts received by the last day of the current pay period will be paid in the next pay period.

Employer will reimburse all full-time EMT's, Paramedics and Respiratory Therapists for recertification fees as required by the state, county and city and their State of California Ambulance Driver License, after twenty-four (24) months of continuous full-time employment. The Employer will determine what City and County certifications are required.

Employer will reimburse all full-time, regular part-time and per diem EMT's and Paramedics for LADOT certification fees.

### **Section 7.02. Mandatory Training**

Employees are required to attend and/or complete Employer mandated training as a condition of continued employment. The cost of such training shall be borne entirely by the Employer. All time spent by employees attending and/or completing Employer mandated training will be paid as hours worked. Off-duty employees called in to work for training will be paid for the actual hours as time worked in training or a minimum of two (2) hours as time worked whichever is greater.

The Employer will post a training schedule or otherwise notify employees of a training schedule identifying mandatory training at least twenty-one (21) calendar days in advance, unless the governmental agency or contracted facility dictates otherwise. To the extent practical, the Employer will schedule mandatory training in all counties in which it does business. The Employer, or the Employer's selected vendor, shall offer a sufficient number of mandatory training sessions to reasonably permit all bargaining unit employees to attend and/or complete the training. Employees attending voluntary training will be required to find their own relief. Employees attending mandatory training are not required to find their own relief, however, they must work with scheduling in order to attend. Employees will be required to be in uniform for mandatory training courses. PRN will schedule a mandatory training class in the afternoon and evening.



**ARTICLE 8**  
**LICENSING / QUALIFICATIONS**

**Section 8.00. Licensing/Qualifications**

All employees required by law and/or Employer policy to hold any license, certificate, or accreditation in order to perform their job responsibilities are solely responsible for maintaining such license, certificate, or accreditation in current, valid status. Employees may be subject to discipline, up to and including suspension without pay or termination, in connection with any lapse of required licenses, certifications or accreditations.

If at any time, for any reason, an employee of the Employer is without benefit of state and or local licensure or certification required by state law, local regulations and/or Employer, for performance of the duties of that employee, they shall be immediately suspended, without pay for up to fourteen (14) calendar days in order to give the opportunity to submit a valid license or certification. In the event the employee does not provide updated licensure or certification within the fourteen (14) calendar days the employee will be terminated. If the valid license or certification is received within the fourteen (14) days, the employee will be placed back on the regular schedule. Employees must submit their certificate by 1630 hours Monday through Friday in order to return to work.

PRN will maintain service contracts with several sites available for TB testing seven (7) days a week. The sites will be listed in the eso system. PRN will maintain its contract with Kaiser to provide TB testing at Kaiser Medical Office Buildings and clinics. PRN will begin issuing reminders to employees one hundred twenty (120) days before their TB test expires.

Should an employee have any license or certificate expire or be suspended or is found to be without their license or certification twice within a twenty-four (24) month period commencing on the date of the first infraction, such employee may be subject to discipline up to and including discharge.

In reference to the LADOT, it is the sole responsibility of the Employer to set up appointments within the appropriate time that is required. This requirement is subject to change depending on Agency process changes.

In the event the appointment assigned by LADOT falls on the employee's scheduled shift, all efforts will be made to accommodate their appointment. An employee whose LADOT permit has expired will not be subject to the above-mentioned suspension, unless they have missed 3 or more appointments due to the employee cancelling the appointment. If an employee changes their schedule after being notified of an appointment and that change conflicts with the appointment, the schedule change will be deemed a cancellation.

**Section 8.01. Driver Exclusion**

Employees shall maintain an acceptable driving record as required by the DMV or the Employer, whichever is more restrictive, to drive a company vehicle. It is understood that driving requirements may change and the Union will be notified in advance.

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



Current non-drivers (Respiratory Therapists only) are excluded from this section. If a current non-driver has a position change to driver, they have thirty (30) days to comply.

### **Section 8.02. Definition “At Fault”**

“At fault” shall be determined by Employer through an investigation of report(s) from qualified agencies, review of witness statements, diagrams and/or drive cam evidence. All relevant evidence will be considered during the investigation, if a police report or citation is issued, such report or citation shall be considered in light of all other known facts.

### **Section 8.03. Unqualified Drivers**

Employees are not qualified to drive Employer vehicles if they lose their CDL, ADL or the Employer’s insurance carrier excludes them from coverage for any underwriting reason.

Employees are also not qualified to drive Employer vehicles if their Motor Vehicle Report (MVR) or Employer records reveal any of the following items:

1. Failure to:
  - a. hold a valid driver’s license for a cumulative minimum of two (2) years
  - b. hold a valid California Ambulance Driver’s License
  - c. maintain a DL51 (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 offenses within the last ten (10) 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 five (5) years due to a moving violation (a suspension for failure to appear is excluded).
5. More than one at-fault accident in a PRN vehicle within a two (2) 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 falling asleep at the wheel in a vehicle while the vehicle is in motion, at any time.
10. Conviction for use of a vehicle in the commission of a felony, at any time.
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 **registration or vehicle** license, etc.).
13. Unauthorized use of a mobile phone or device to talk or text while driving an Employer vehicle; unauthorized usage includes:
  - a. Any usage of the mobile phone or any device by the driver while there is no patient on board.
  - b. Any texting by the driver at any time.
  - c. When a patient is on board, everything is unauthorized by the driver except:
    - A call to the Hospital or Dispatch in regard to current transport
    - A call to Management and/or Dispatch upon their request

Employees not qualified to drive as a result of any of the items in this Section 8.03 appearing on their Motor Vehicle Report (MVR) or Employer record may be subject to disciplinary action, up to and including discharge and such discharge may not be grieved except with respect to whether or not the item appears on employee's record.

## **ARTICLE 9** **HOURS OF WORK**

### **Section 9.00. Work Schedules**

The Employer will notify all employees via the electronic scheduling system via registered email or text message (if the employee has signed up for the text message system), the evening before their shift of any schedule changes (i.e. shift slides, station change, etc.) no later than 1800 hours, or as soon as the schedule change is known. The change of shifts will happen based on operational needs. It will be the Employer's responsibility to notify the employee by email and text or telephone of the schedule change. It is the employee's responsibility to keep all contact information in the system updated. Schedule changes after 1800 hours require mutual agreement with the employee.

No employee shall be required to work consecutive shifts without a minimum break period of (8) hours without the employee's consent provided, however in accordance with article 9.08 holdover an employee shall be required to complete any current call that employee has already made patient contact and any related duties prior to being placed out of service. No employee shall be assigned to any call if they have notified Employer of a safety concern in accordance with Employer's fatigue policy article 14.09 of the CBA.

### **Section 9.01. Posting Work Schedules for Bid**

Work schedules shall be filled in accordance with Section 9.02 and 9.09 and shall be posted and/or provided to employees at least fourteen (14) calendar days in advance of the beginning of the shift bid process.

### **Section 9.02. Schedule Bidding**

The Employer will provide a shift bidding process two (2) times per calendar year. Each bid will have a minimum duration of 5 months. The new shift bid will be posted two (2) weeks prior to the start of the bidding process. **The parties may agree to extend or suspend either shift bid by mutual agreement.**

Seniority list will be sent to the Union and employees two (2) weeks prior to start of the shift bidding process, i.e. posting the shift bid. Any objections to the seniority list must be sent to the Employer in writing within seven (7) days of the seniority list being provided to the Union. The Union and the Employer will meet and resolve any seniority disputes at least seventy- two (72) hours prior to posting the shift bid to the field. The shift bid will not be delayed by the dispute.

Any eligible employees who request a status change prior to the start of the shift bid process must submit the request via email to Scheduling a minimum of two (2) days before the bid commences. The request will be evaluated based on operational need. **An employee who has been on a leave of absence for five or more months when the bid date is announced must submit a written request to bid to [hr@prnambulance.com](mailto:hr@prnambulance.com) one week before the bid occurs.**The

request to bid must be supported by evidence to show that the employee will return to work within the first thirty (30) days after the bid is implemented. If the evidence is accepted by the Employer the employee will be permitted to bid. If the employee fails to return to work on their scheduled return to work date, they will lose their eligibility to bid until they return to work and have completed the RTW training period. In addition, the employee who does not return on the scheduled return to work date will not be permitted to use this provision again for the next twelve (12) month period.

All schedules included in the bid will be eight (8) hours or more. All other shifts including special event, training, new hire orientation and other non-inter-facility transport shifts are excluded from the minimum eight (8) hour shift requirement.

The Employer agrees not to begin EMT and Paramedic shifts between 0000 and 0459 hours.

Shift schedule bids will be conducted in the following seniority order:

- A. Full-time EMTs and Paramedics
- B. Regular part-time EMTs and Paramedic
- C. After the bid of the full-time and regular part-time employees the Employer shall fill open shifts per article 9.09 filling open shifts.

If seniority dates are the same the bidding order will be determined alphabetically by their last name.

Full-time employees may bid schedules/shift blocks that are designated full-time or regular part-time blocks that total thirty (30) or more hours per week. Full-time blocks/schedules created by the Employer will be on average thirty-six (36) hours or more per week.

Regular part-time employees may bid a schedule/shift block that is designated as a regular part-time schedule or are required to bid /pick-up at least two (2) scheduled shifts as a block per pay period for the remainder of the bid period.

Once per bid period, a regular part-time employee who bids a shift that later conflicts with the employee's school, work, or childcare schedule may request to pick-up a different, open part-time block for the remainder of the bid period. The Employer may require the employee to submit school or work schedules or other documents to verify the need for this exception. This exception may only be approved once per year.

The Employer reserves the right to change schedules, shift blocks, and shifts for purposes of recruiting new employees or to fill shifts prior to their next shift bid. A schedule or shift block may be promised to a new employee during the recruiting process prior to the shift bid and will not be regularly scheduled while the employee is in training. The Union will be notified of the intended assignment before it is offered to the recruit.

The Employer reserves the right to reduce unit work hours or down units based on operational needs. In the event that the Employer downs units for any reason, and if circumstances permit, the Employer will make best efforts to find crews who are interested in leaving early. The Employer will endeavor to give employees/crews who suffer a loss of four (4) or more hours per shift, the first opportunity to pick up any open shifts to make up the lost hours/shifts within the same work week or the next work week. It is the sole responsibility of the crew at the time they are downed, to notify Dispatch of an open shift(s) they are requesting.

**Section 9.03. Work Day, Work Week, Pay Periods, Pay Day Defined**

- Work Day: The work day will commence at 0500 hours and end at 0459 hours.
- Work Week: The work week will commence at 0500 hours on Friday and end at 0459 on Friday.
- Pay Period: Pay Period consists of two consecutive work weeks.
- Pay Day: Pay Day will be on the Thursday immediately following the conclusion of the Pay Period.

**Section 9.04. Work Days Defined**

The work day shall be defined as a 24-hour period starting at 0500 and ending the following day at 0459.

**Section 9.05. Pay Method**

Payroll is issued bi-weekly. All employees are eligible and strongly encouraged to participate in the direct deposit pay program. Employees electing direct deposit have the option to review their pay information online. The employee has the ability to review and print their electronic pay stub at any computer, including their personal computers. In the event the employee cannot print their paystub, they may request one copy per pay period from the Employer.

**Section 9.06. Meal Periods**

Employer will comply with Federal, State or local laws pertaining to meal periods and rest breaks.

The second meal period of the workday will be unpaid.

An employee who has taken the second meal period and, who is held over by dispatch under circumstances in which dispatch knew or should have known that by taking the assignment the employee would not be able to end their shift within one hour after the scheduled end of the shift, will receive a payment equal to one half (.5) of the employee's wage rate as listed in Article 16.00 or 16.01 wage scales. In order for the payment to be processed, Dispatch will send notification of the hold over to payroll at the time of the hold over assignment and the employee must submit an electronic form to payroll by the end of the day on the day of the hold over assignment.

**Section 9.07. Call In/Call Back Pay**

An employee who reports to work as scheduled or is called back by the Employer and who is not permitted to work the scheduled or requested assignment shall accept assignment to another unit for all or part of the assigned scheduled shift.

If the assignment to another unit is unavailable, the Employer may assign alternative duties while reviewing Employer staffing needs. If there is no field work available, the Employer will offer the employee alternative work for the duration of the originally scheduled shift or be given the option to go home and be paid for actual time worked. In the event the Employer does not have alternative work and the employee is sent home, the employee will be paid for up to half of their scheduled shift, not to exceed four (4) hours.

If an employee is called back to the station within an hour after punching out for any reason, they shall be paid for actual time worked but no less than 2 hours.

### **Section 9.08. Holdover**

A “holdover” shall be defined as any duty assignment required to be completed by an individual or crew including, but not limited to, excess call volume coverage and short-term staff coverage, that prevents the employee(s) from being relieved of duty at the scheduled end of their original shift.

Any crew may make themselves available for voluntary holdover anytime during their shift.

No employee will be held over longer than two (2) hours beyond his or her regularly scheduled end of shift without the employee’s agreement. Reasonable efforts will be made to find relief.

Employees will receive an additional (1.0) premium based on their regular base hourly wage for any holdover beyond the second hour. For shifts scheduled for twelve (12) hours, employees will receive an additional (1.0) premium for any holdover beyond one (1) hour from the end of their shift. It is the responsibility of the employee to submit the holdover form to Payroll before the end of the pay period.

Effective twelve months after ratification, employees will receive the (1.0) premium based upon their regular base hourly rate for any holdover beyond one (1) hour from the end of their shift.

### **Section 9.09. Filling Open Shifts**

When the Employer determines a shift is open, employees may pick them up through the Employer’s electronic scheduling system. An open shift is an individual single shift.

Circumstances permitting, the Employer will use reasonable efforts to post open shifts via the Employer’s electronic scheduling system. Short notice openings (<7 days) are not subject to posting and will be filled on a first come, first serve basis. Open shifts (> 7 days) will be posted via the Employer’s electronic scheduling system, for a period of forty-eight (48) hours prior to filling them. If, as a result, an employee is vacating a bid shift(s), they must find a replacement for their current bid shift(s), unless approved by the Employer based on operational needs. The schedules and shift blocks of regular full time and part time employees on a leave of absence in excess of ninety (90) days will be posted in the Employer’s electronic system as open shifts (See section 9.10). Employees returning from a Leave of Absence greater than ninety (90) days, with a scheduled shift that is no longer available, will be offered all available full-time and part-time schedules at all locations. The employee must choose a shift. The most senior qualified employee applying for the posted vacant position shall be assigned to fill the vacancy.

Openings will be filled in the following seniority order defined below.

To fill open shifts > 7 days:

- A. Full-time employees for whom assignment of the shift will not result in overtime.
- B. Regular part-time employees who as a result of filling this vacancy will not result in overtime.
- C. Per diem employees who as a result of filling this vacancy will not result in overtime.

- D. Full-time employees for overtime
- E. Regular part-time employees for overtime
- F. Per diem employees for overtime

### **Section 9.10. Filling Open Shifts for Employees on LOAs**

Once an employee starts a leave of absence, Scheduling will show the shifts as open for up to 30 days in the electronic scheduling system as single shifts (not a block) for employees to pick up the shifts via the scheduling system. If the employee is still out on leave after **ninety (90)** days, then Scheduling will continue to show the open shifts **until they are filled**.

Employees may individually pick up the open shifts due to a LOA, however, since an active employee cannot be rolled out on the leave employee's set schedule, the active employee's status remains unchanged.

The employee on leave keeps their shift and seniority and participates in shift bids for the first six (6) months of the LOA. If the employee on leave is unable to return to their current job or shift, then the leave employee's shift will be posted in accordance to Section 9.09.

### **Section 9.11. Alternative Staffing Sources**

Non-Bargaining Unit Personnel - The Employer reserves the right to use non-bargaining unit personnel who hold the title of supervisor/manager as needed to maintain contractual obligations and/or in the event of temporary system overload.

Use of non-bargaining unit personnel will only be utilized once process in Article 9.09 has been followed.

### **Section 9.12. Shift Trades**

Full-time and regular part-time employees, at the time of hire and each month thereafter, will designate in the electronic scheduling system the days and times they are available to work. Employees will also designate a primary station and may designate a secondary station.

Full-time, regular part-time and per diem employees may be allowed shift trades in accordance with the following procedures.

Shift trades are defined as one scheduled employee trading for the scheduled shift of a co-worker. Shift trades may not result in additional overtime for the co-worker.

1. Shift Trades allow two employees to exchange or trade assigned shifts. Shift Trades shall be submitted through Employer's electronic scheduling system or such other alternative means determined by Employer. Shift Trades will be entered into the electronic scheduling system by 5:00pm, at least three (3) business days prior to the shift trade. Once a shift trade has been approved by Scheduling, the change is final.
2. Scheduling departments normal business hours are currently Monday - Friday 9:00am to 5:00pm. All Shift Trades must be accepted and approved by both employees with a final approval by the Scheduling department. It is the employee's responsibility to confirm it has been approved via electronic scheduling system.

3. Employer will respond to Shift Trade requests within three (3) business days (Monday - Friday 9:00am to 5:00pm). Shift Trades will not be approved if the request involves a shift after the current bid cycle.
4. Shift Trades will not result in additional overtime costs to the Employer without prior approval.
5. Employees will be held accountable for the shifts they agree to cover. The name of the employee whose name appears on the schedule is responsible for the shift.
6. All Shift Trades will be in conformity with maximum consecutive shifts, unless approved by the Employer.
7. Failure of an employee to show ("no show") for agreed Shift Trade may result in discipline per Article 4.03.
8. Shift Trades will be approved at the discretion of the Employer. Trades will not be unreasonably denied.
9. Shift Trades will not be allowed for the purpose of avoiding disciplinary action.
10. The Shift Trades cannot result in uncovered hours.
11. Trades must involve employees at the same job classification with the same required certifications. In extraordinary circumstances, the Employer may approve shift trades by employees from different job classifications.
12. Employees may shift trade once the current bid process is completed for the next bid cycle, provided the schedule has been published in the Employer's scheduling system. Once a shift trade has been approved by Scheduling, the change is final.
13. No Trades will result in a double shift (less than 8 hours in between the end of shift and start of the second) unless pre-approved by Scheduling or Management.
14. All shift trades are final once approved by Management.

### **Section 9.13. Special Events**

The Employer will post Special Events for 24 hours through the electronic scheduling system, given that circumstances permit. The Employer reserves the right at its sole discretion to select employees from those who have made themselves available to work the Special Events.

### **Section 9.14. Buddy Bidding**

All shift bids will provide the employee the right to buddy bid for the purpose of assuring working partnerships, provided the seniority for bid provisions of the CBA are followed.

A buddy bid will be defined as two employees bidding as a singular unit to fill multiple parts of a shift. The bidding time of the buddy bid will be the time of the least senior member of the buddy bid. Both parties need to notify Scheduling in writing three (3) business days or more prior to shift bid of their request to bid together.

### **Section 9.15. Shift Substitutions**

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

“Substitutions” as described in this section, is defined as the securing of a qualified employee to fill an assigned shift without the assistance of the Employer which does not result in overtime for the co-worker.

Any full-time employee whose worked hours fall below an average of fifty (50) hours per pay period for two consecutive pay periods, excluding PTO and time on an approved leave of absence, will have their status changed to regular part-time.

Any regular part-time employee whose worked hours fall below sixteen (16) hours per pay period for four (4) consecutive pay periods, excluding approved time off and time on an approved leave of absence, will have their status changed to per diem.

1. Substitutions shall be submitted through Employer’s electronic scheduling system or such other alternative means determined by Employer. Shift Substitutions will be entered into the electronic scheduling system by 5:00pm, at least three (3) business days prior to the shift substitution. Once a shift substitution has been approved by Scheduling, the change is final.
2. Departments normal business hours are currently Monday - Friday 9:00am to 5:00pm. All Shift Substitutions must be accepted and approved by both employees with final approval by the Scheduling department. It is the employee’s responsibility to confirm it has been approved via electronic scheduling system.
3. Employer will respond to Shift Substitution requests within three (3) business days (Monday - Friday 9:00am to 5:00pm). Shift Substitutions will not be approved if the request involves a shift after the current bid cycle.
4. Shift Substitutions shall not result in additional overtime costs to the Employer without prior approval.
5. Employees will be held accountable for the shifts they agree to cover. The name of the employee whose name appears on the schedule is responsible for the shift.
6. Failure of an employee to work (“no show”) the agreed Shift Substitution will result in discipline.
7. All Shift Substitutions shall be in conformity with maximum consecutive shifts, unless approved by the Employer.
8. Shift Substitutions will be approved at the discretion of the Employer. Shift Substitutions will not be unreasonably denied.
9. Shift Substitutions will not be allowed for the purpose of avoiding disciplinary action.
10. A Shift Substitution must cover an entire shift
11. Shift Substitutions that result in a lower level of certification will be presented to the Employer’s designated scheduler and requires Management approval.
12. No Shift Substitutions will result in a double shift (less than 8 hours in between the end of shift and start of the second) unless approved by Scheduling or Management.
13. Substitutions cannot be used in lieu of leaves of absence.



**ARTICLE 10**  
**SENIORITY**

**Section 10.00. Seniority Defined**

Date of Hire Seniority - Seniority for full-time, regular part-time and per diem employees shall be defined as the period of continuous service from the employee's most recent date of hire. Date of hire seniority for employees who change job titles within the bargaining unit shall remain unchanged. EMTs who become paramedics while employed by PRN will retain fifty percent (50%) of their date of hire seniority, as classification seniority as a paramedic for purposes of bidding.

Upon request by the Union, the Employer will provide a list of all full-time, regular part-time and per diem employees covered by this agreement including their hire date and job title.

**Section 10.01. Definition of Full-Time Employee**

Full-time employees by law, are defined as those employees regularly scheduled to work thirty (30) hours or more per week. For full-time employees scheduled hours see Section 9.02.

An employee is not considered regularly scheduled to work thirty (30) hours per week if the employee is picking up open shifts or temporarily picking up the schedule of another employee.

Probationary full-time employees may not request a change of status to regular part-time or per diem status. Non-probationary full-time employees must request such a change in writing to Scheduling and Human Resources to change to regular part-time or per diem status at least fourteen (14) days prior to the desired date the employee wishes to change to the new status. An employee-initiated request to change status from full-time to regular part-time or per diem will be evaluated based upon operational considerations and will be granted or denied at the sole discretion of the Employer.

**Section 10.02. Definition of Regular Part-Time**

Regular part-time employees are defined as employees regularly scheduled to work a minimum of two (2) scheduled shifts per pay period but less than thirty (30) scheduled hours per week.

Probationary regular part-time employees may not request a change of status to per diem. Non-probationary regular part-time employees may request a change in status in writing to Scheduling and Human Resources at least fourteen (14) days prior to the desired date the employee wishes to change to full-time status or per diem status. An employee-initiated request to change status from regular part-time to full-time or per diem will be evaluated based upon operational considerations and will be granted or denied at the sole discretion of the Employer.

**Section 10.03. Definition of Per Diem Employees**

Per diem employees are defined as employees who are not regularly scheduled to work two (2) or more shifts per pay period. Per diem employees must have some paid hours in each pay period.

Per diem employees must submit a written request to change status to Scheduling and Human Resources at least fourteen (14) days prior to the desired date the employee wishes to change

to full-time or regular part-time status. An employee-initiated request to change status from per diem to full-time or regular part-time will be evaluated based upon operational considerations and will be granted or denied at the sole discretion of the Employer. This request will not be unreasonably denied.

Per diem employees may change to a higher status at any time, subject to management approval.

#### **Section 10.04. Seniority for Scheduling**

Full-time or regular part-time employees may submit their availability for additional shifts on the Employer's electronic scheduling system indicating days they are available to work. Employees cannot reduce their availability for additional shifts once submitted, without Employer's approval unless the employee has fulfilled their minimum shift requirement.

In the filling of temporary vacancies on a shift, regular part-time and per diem employees will have preference over full-time employees.

Full-time employees may not change their shift for the entire length of the shift bid unless approved by the Employer. If an open shift block exists, full-time employees may bid on the entire block but may not break-up the block.

Regular part-time employees may not change their shift for the entire length of the shift bid unless approved by the Employer. If an open shift block exists, regular part-time employees may bid on the entire block but may not break up the block.

Non-probationary per diem employees are encouraged to submit their availability on the Employer's electronic scheduling system indicating days they are available to work. The Employer will contact the non-probationary per diem employee to confirm availability on any particular date.

#### **Section 10.05. Loss of Seniority**

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

- A. Resignation.
- B. Discharge for just cause.
- C. Six (6) months of continuous layoff.
- D. Failure to respond within seventy-two (72) hours upon recall to be scheduled following layoff after notice by verifiable delivery sent to the employee's last known address (verified delivery) and by phone call documented in employee's file in the normal course of business. Such notices shall be cc'd to the Union representative(s).
- E. Failure to report to work at the conclusion of an authorized leave of absence, unless prior notice for an extension has been requested and approved by the Employer.

- F. Being employed in a position with the Employer but outside of the bargaining unit, excluding temporary reassignment to light duty resulting from an industrial injury. An employee working for the Employer outside the bargaining unit may return to the bargaining unit with reinstated seniority within ninety (90) days. Prior to returning to the bargaining unit, the Employer, the employee and the Union will meet to review the employee's disciplinary file and determine which if any discipline will remain in the file.
- G. An inability to perform the essential functions of a bargaining unit position with or without reasonable accommodation.
- H. For purposes of bidding only, Leave of Absence greater than six (6) months, provided that the employee's seniority can be reinstated once the employee returns from Leave of Absence.

**Section 10.06. Layoffs and Recall from Layoffs**

Should it become necessary for the Employer to reduce the size of the workforce and/or to reduce the hours of work, the Employer will notify the Union at the earliest possible opportunity, but no less than seven (7) days prior to the layoff or substantial reduction of work hours. Prior to the layoff or substantial reduction of work hours, the Employer and the Union, upon request of the Union, will meet to discuss the impact. Layoffs or reduction of work force and or hours shall be by inverse order of date of hire seniority within a job classification starting with per diem, regular part-time employees, then full-time employees.

- A. Laid off employees will be given as much notice as is required by law or as much as is reasonable under the circumstances.
- B. Employees who are laid off will be maintained on a recall list for six (6) months. Removal from the recall list terminates all job rights the employee may have. While on the recall list, employees should report to the human resource (HR) department if they become unavailable for recall. Employees who do not keep a current home address and telephone number on record with the HR department will be skipped over until or unless the Employer makes contact with the employee.
- C. Employees will be recalled in seniority order by classification. Notice of recall will be sent by trackable delivery, return receipt requested, to the current home address on record with the HR department and by phone call documented in employee's file. Article 10.05 (D) outlines the consequences of an employee's failure to respond.

**Section 10.07. Administrative Moves and Employee Requested Transfers**

The Employer reserves the right to transfer employees for administrative reasons within the bargaining unit due to legitimate substantiated and/or credible Customer service concerns. In the case of personality conflicts, employees are expected to be professional and to continue to work with their partner until the next shift bid. If the conflict escalates to the point that customer service is or may be affected, the Employer will seek a resolution of the conflict. Such resolution may involve transfer or reassignment of an employee. Substantiated and/or credible Customer complaints may lead to transfer at Employer discretion.

**ARTICLE 11**  
**LEAVES OF ABSENCE**

**Section 11.00. Types of Recognized Leaves and When They Are Initiated**

Leaves of absences, with or without pay, may be requested in writing on forms furnished by the Employer and will be granted only under their circumstances and subject to the limitations set forth in this Article or the duly authorized policies of the Employer. The leave begins whenever the employee is unable to work, regardless of pay status, for one of the reasons identified in this Article. If an employee, who has been on leave as provided by Section 1(D) of this Article, for a continuous period of more than ninety (90) calendar days returns to work for less than thirty (30) days, the leave will be deemed to be continuous for purposes of any maximum limitation on the duration of the leave.

- A. Job Related Injury or Illnesses An employee who is unable to work by reason of any illness or injury which is determined to be job related and for which the employee is eligible to receive workers' compensation benefits will be eligible for a leave of absence with or without pay. The employee must present medical certification of her/his ability to perform the essential functions of his or her job (or other appropriate job), with or without reasonable accommodation, in order to be eligible to return to work.
- B. Non-Job-Related Injury or Illness An employee who is unable to work by reason of any illness or injury which is not job related as defined in (A) above, will be eligible for a leave of absence with or without pay. The Employer may require medical certification of the need for the leave. The Employer may require employees desiring to return from a non-job-related illness or injury (medical) leave to present medical certification of his or her ability to perform the essential functions of his or her job (or other appropriate job) with or without reasonable accommodation, in order to be eligible to return to work.
- C. Family, Pregnancy and Other Statutory Leaves of Absence The Employer provides pregnancy disability, family care, military and other types of leave in accordance with California and federal law. The types of legally mandated leaves available and the eligibility requirement for and benefits provided during such leaves may change. Employees with questions about legally mandated leaves are encouraged to contact the Human Resources Department and to review personnel policies concerning any questions the employee may have about leaves of absences mandated by the law. Other statutory leaves including: Jury Duty, Time Off for School Related Activities, Rehabilitation Leave, Literacy Assistance, Time Off for Voting, Time Off and Accommodation for Victims of Domestic Violence, Stalking or Sexual Assault, Time Off for Crime Victims, Time Off for Volunteer Firefighters, Law Enforcement or Emergency Rescue Personnel, Civil Air Patrol, Organ Donation, and Bone Marrow Donation.
- D. Union Leaves
  - 1. Provided there is adequate staffing and service will not be reduced, upon receipt of a formal written request from an officer of the Local Union, a maximum of (2) employees may be granted, without pay, leave for up to five (5) working days to attend Union conventions, conferences or Union

sponsored training. The Employer will not unreasonably withhold approval of such leaves.

2. Upon written request from an Officer of the International Union, one (1) employee will be granted a leave of absence without pay, for up to six (6) months to work for the Union.
  3. No employee will be granted a leave as defined in section D2 of this Article for more than once in any 12-month period.
- E. Subpoena/Witness Service Leave You may be required by law to appear in court as a witness. For non-work-related witness duty, the Employer provides unpaid time, or you may elect to use your available PTO or PSL balance. If the testimony relates to work and/or duties for the Employer, the employee will be paid their regular rate of pay. Employees are required to give Human Resources as much advance notice of your court appearance as possible and submit documentation.
- F. Military Leave The Employer's military leave policy will comply with all rights and obligations as identified in USERRA.
- G. All Other Leaves of Absence All other leaves of absence, with or without pay, will be deemed leaves for personal reasons and will be granted or denied at the discretion of the Employer. **For Jury Duty and Bereavement Leave see Addendum A.**

#### **Section 11.01. Benefits During Leave**

Employees who are granted a leave of absence will continue to participate in the Employer's health insurance benefits in accordance with the Affordable Care Act. Employees are encouraged to contact the Human Resources Department prior to starting a leave to determine their eligibility for continuation of health insurance or other benefits.

Unless required by law, the accrual of PTO and PSL benefits will cease during the period an employee is on unpaid leave.

#### **Section 11.02. Rights Upon Return from Leave of Absence**

The Employer may require prior written notice of an employee's desire to return to work from a leave of absence. For employees returning from a leave of absence of 30 days or more, the employee must undergo a return to work (RTW) process. The need for a RTW process for employees on a leave of absence of less than 30 days will be determined on a case-by-case basis. In addition, for employees on any medical related leave of absence, the Employer will require a clear and concise statement by the employee's medical provider of the employee's functional ability to return to work.

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

leave of absence, they shall receive the rate of pay (plus any additional contract-date wage increases) and will be entitled to all seniority and benefits they had acquired and/or accrued prior to taking such a leave.

An employee who is on an approved leave of absence for 6 months or less will be contacted and may participate in the shift bid process.

**ARTICLE 12**  
**VACATION AND HOLIDAYS**

**Section 12.00. Full-Time Employees Vacation**

All full-time employees covered by this Agreement shall be eligible for **Vacation**. **Vacation** will begin to accrue on the first day of employment and is available to use after 90 days of employment. **Vacation** is to be used to take time off for items such as personal time or vacation.

**Section 12.01. Vacation Accrual Schedule**

Year of Service	Accrual Rate	Max Annual Accrual
< 1 year	0.038500	80
1 <3 years	<b>0.0047619</b>	<b>120</b>
3 <5 years	0.057700	160
5 <7 years	0.064103	200
8+ years	0.096153	240

**Vacation**, Jury Duty, PSL and Bereavement Leave do not count towards hours worked or overtime.

**Section 12.02. Vacation Usage**

- A. All requests for **vacation** must be received via the Employer's electronic scheduling system at least ten (10) calendar days in advance of the start of the requested time off. Approval is based on the employee having available **Vacation**. Requests will be approved or denied within four (4) calendar days once received.
- B. **Vacation** may not be used when an employee is sick or has an unexpected absence. For leaves of absence covered under FMLA, CFRA, PDL, etc., please refer to the individual leave policies regarding the option to use **PSL or vacation**.

**Section 12.03. Vacation Carry Over**

Employees may carry over unused **Vacation** not to exceed the limit listed in Section 12.01. If the limit is reached, **Vacation** shall automatically stop accruing.

**Section 12.04. Vacation Pay Out**

When an employee goes from full-time to regular part-time or per diem, the employee will be paid out their accrued and available vacation. An employee whose employment has been terminated or resigns, and who has unused accrued vacation, will receive such pay in addition to any other pay due in their final check. All vacation payouts at the time of such status change or termination, either voluntarily or involuntarily, will be paid at the employee's then current regular base hourly wage.

**Section 12.05. Employees' Paid Sick Leave (PSL)**

Part time employees will accrue Paid Sick Leave (PSL) at the rate of 1 hour per every 30 hours worked up to a maximum of twenty-four (24) hours. Part-time employees may carry over up to seventy-two (72) hours of PSL from year to year.

Full time employees will accrue Paid Sick Leave (PSL) at the rate of 1 hour per every 30 hours worked. In the first year of the contract, full time employees will accrue up to a maximum of 48 hours. In the second year of the contract, full time employees accrue up to 72 hours and in the third year of the contract and thereafter, full time employees will accrue up to a maximum of seventy-two (72) hours each year. Full time employees may carry over up to seventy-two (72) hours of PSL from year to year.

Full-time employees will be credited with 36 hours of accrued PLS in the First year of the contract, in accordance with the parties' Side Letter Agreement.

PSL will accrue pro rata on a calendar year basis.

PSL may be used for unplanned time off in accordance with all applicable sick leave statues. PSL must be used in one (1) hour increments. PSL must be used prior to any unpaid time off.

Upon ratification, Full Time employees will begin to accrue PSL.

In the case of an employee being downed prior to their shift or during their shift, only the employee may elect at the time of the downing, to use Vacation time to ensure compensation for the missed hours of work.

**Section 12.06. Holidays**

Employees working on a designated Holiday shall be paid at the overtime rate.

New Year's Day	Labor Day
Thanksgiving Day	Christmas Day
Memorial Day	
Independence Day	

**Section 12.07. Holiday Duration**

The duration of the holiday shall be midnight to midnight. An employee shall be eligible for holiday pay as provided in Section 12.06 above for all hours worked on the holiday.

**ARTICLE 13**  
**UNIFORMS**

**Section 13.00. Uniform Items**

All employees are expected to present a clean, neat, and professional appearance when representing the Employer. All employees shall wear the uniform provided, (or with respect to optional items as approved by the Employer) and adhere to the dress code while on duty. Employees shall be responsible to ensure that their uniform is clean, worn with shirts fully tucked, in and should be sized to fit appropriately to provide a professional appearance.

The Employer shall provide each newly hired employee with the following uniform items at no cost:

<u>Items:</u>	<u>Quantity</u> <u>Full-time</u>	<u>Quantity</u> <u>Regular part-</u> <u>time/per diem</u>
EMS pants	3	2
EMS shirt with patches	3	2
<b>PRN Designated Polo Shirts</b>	<b>3</b>	<b>2</b>
PRN official logo jacket water resistant/insulated	1	1
Embroidered name plate	1 per shirt	1 per shirt
Black belt (smooth or basket)	1	1

**Partners are expected to coordinate and to wear the same uniform.**

Employees may also wear the following approved optional uniform items at their expense:

- Industry standard navy-blue pants as approved by Employer (e.g. 5.11 tactical)
- Industry standard navy-blue shirts as approved by Employer (e.g. 5.11 tactical)
- Industry standard blue jacket or pull over fleece as approved by Employer
- Tee shirts only may be worn at the station while performing station duties provided it doesn't impact operational readiness. At all other times, employees shall wear EMS shirt over tee shirts.
- Solid navy blue or PRN caps as approved by the Employer may be worn while on duty provided that the hat is not worn, stained, tattered, faded or contains a non-PRN logo. Hat bills must be worn straight forward. All caps must be removed prior to entering facilities and hair must meet professional standards.
- A single Union pin, not to exceed 1 inch in diameter and with a professional appearance, may be worn at the employee's discretion on employee's lapel or collar.

**Section 13.01. Replacement of Uniforms**

The Employer may, at its discretion, replace any Employer provided uniform items worn or damaged beyond reasonable repair, at no cost to the employee. Employees must turn in the worn or damaged uniforms at the time they are issued replacements.



### **Section 13.02. Maintenance of Uniforms**

Since the Employer provided uniforms are wash and wear, maintenance of the uniforms is the responsibility of the employee.

Biohazard contaminated uniforms will be professionally cleaned or replaced by the Employer in accordance with OSHA and/or other applicable standards.

### **Section 13.03. Return of Uniforms**

All uniforms provided by the Employer shall be returned by the employee upon separation from employment or upon request from the Employer.

### **Section 13.04. Uniform Modification**

The Employer may change, modify or alter the Employer issued uniform at any time, provided the entire cost of any changes, modifications or alterations is borne by the Employer. If the Employer changes, modifies or alters the Employer issued uniform, the Employer shall ensure that all employees are issued and possess a full allotment of new, modified or altered uniforms. The Employer shall meet with the Union before implementation to discuss the changes.

### **Section 13.05. Personal Appearance and Grooming**

The appearance of all employees must reflect a professional image. Daily showers, baths and teeth cleaning and the use of appropriate grooming items such as deodorant, are required to the extent necessary to maintain a professional appearance. Extremes in hairstyles, hair color, facial piercings, visible body piercings and tattoos, make-up and jewelry are prohibited while on duty. Fragrances are prohibited while on duty as many people are allergic and many facilities have a strict "no fragrance" policy.

Employer shall have final approval to determine whether an employee's appearance meets Employer's requirement of a professional image. The following non-exclusive list provides Employer's minimum guidelines for determining an employee's professional appearance:

Hair is to be kept clean and combed and, if length dictates, must be tied back in such a way that it does not fall forward or hang into employee's face or pose a safety hazard or otherwise interfere with work. Styles must be conservative (i.e. no spikes, mullets, mohawks, etc.). Hair color must be natural in appearance, brown, natural red, gray, blonde, black, etc. After removal of an approved hat, hair must meet above guidelines prior to entering facility. The process of returning hair to a professional appearance must not exceed one (1) minute in duration. If employee cannot meet this timeframe, a hat must not be worn while on duty.

Facial hair that interferes or impedes the use of any personal protective equipment or medical device that may need to be used while on duty is not permitted. Acceptable facial hair includes mustaches, neatly trimmed, not to extend beyond the corners of the mouth, side burns that do not extend beyond the bottom of the ear, and goatees that are neatly trimmed no more than one half (½) inch in length.

Non-acceptable facial hair includes, but is not limited to daily "scruff", mutton chops, soul patches and handle bars, etc.

All earrings, facial, mouth, tongue and other jewelry which, in Employer's opinion, creates a safety risk must be removed while on duty. Any gauged earring may be worn only with a flesh colored plug and the gauge cannot exceed half an inch.

All visible tattoos must be covered. Current employees with neck and hand tattoos are exempt with respect to current tattoos.

Compliance with this Section is required while the employee is on duty or in uniform.

## **ARTICLE 14** **HEALTH AND SAFETY**

### **Section 14.00. Safety Compliance**

The Employer shall use good faith efforts to provide safe materials, equipment, vehicles and working conditions for all employees covered under this agreement. The Employer will provide periodic OSHA training and proper lifting/extrication techniques to those employees whose duties and/or job performance would relate to or benefit from such training.

It is specifically agreed that the Employer's compliance with all city, county, State, Federal, Local and OSHA laws relating to employee safety and health shall be an integral part of this agreement. Employees who become aware of hazardous conditions and/or unsafe equipment must notify the on-duty supervisor/manager immediately. Employees who knew or should have known Employer safety rules and regulations and violate the same or who fail to report unsafe conditions if they become aware, may be subject to progressive disciplinary action up to and including termination.

Employees who report unsafe or unhealthy working conditions will not be subject to retaliation for reporting such issues. When an employee notifies a supervisor/manager of any unsafe equipment, the unit/equipment will be checked for safety prior to being placed back into service.

For all safety or equipment related issues, please refer to Employer policy on Health and Safety Regulations.

### **Section 14.01. Safety Equipment**

- A. Field employees shall be provided the following safety and protective gear, **PPE** Safety and protective gear in **accordance with OSHA guidelines** and shall be utilized by employees in accordance with local, city, county and State operating practices up to and including but not limited to:
  - B. Reflective Vests
  - C. Hearing and Eye Protection
  - D. Biohazard Protection: Goggle/Face Shields and protective gloves
  - E. Emergency Response Guide (app on tablet)

- F. A functional portable radio/telephone/Nextel or similar alternative communication device for each field unit.

**Section 14.02. Posting**

- A. Units shall have a 1-mile radius to roam from post from 0500 to 2159. Unit shall have a 1.5-mile radius to roam from post from 2200 to 0459.
- B. All posting areas will provide access to restrooms within the 1 mile agreed roaming area and all posting areas will comply with OSHA regulations.

**Section 14.03. Employer Paid Immunizations**

The Employer agrees to pay for the following immunizations and/or follow-up testing from an Employer designated facility.

- A. Hepatitis "B" and/or Hepatitis B Titer
- B. T.B.
- C. Employer will comply with the county and State Health Department mandated requirements.

Employees who elect to obtain immunizations from a facility other than the facility designated by the Employer shall be solely responsible for the cost of immunization. Said immunizations and follow up testing should be conducted while the employee is off duty, however, it may be done on duty providing it does not interfere with daily operations. Employees who do not return for a follow up immunization series or follow up test readings (i.e. Hepatitis "B" and T.B. testing) shall be solely responsible for any fees associated with the additional immunizations and/or testing. Employees who have received previous verifiable Hepatitis "B" immunizations and/or T.B. testing shall be required to provide Employer with medical records proving immunization. Employees who decline such testing and/or immunizations shall be required to sign a statement declining the immunization and/or testing.

**Section 14.04. Stations and Ambulances**

The Employer shall provide an employee break area which satisfies all applicable Federal, State and local laws and regulations. The station shall be kept clean, sanitary and in good condition by the employees assigned to work in such station or as otherwise required by appropriate authorities.

The Employer shall provide and ensure the following items are in good working order at each PRN station and accessible to all employees:

- A. Chairs and/or sofa
- B. Dining table and chairs
- C. Heat/cooling system for break areas
- D. One microwave oven

- E. One refrigerator
- F. One coffee maker
- G. Water filtration method
- H. Vacuum
- I. Broom and dustpan
- J. Mop and mop bucket
- K. Appropriate cleaning chemicals, cleaning brushes, and gloves
- L. Toilet

Employer will notify and provide employees where suitable designated locations are for decontamination.

The Employer will also provide each PRN station the following items to be restocked as needed:

- A. Toilet paper
- B. Paper towels
- C. Hand soap
- D. Light bulbs

The Employer shall provide ambulances which satisfy all applicable Federal, State and local laws and regulations. The ambulances shall be kept clean, sanitary and in good condition by the employees assigned to work in such ambulances, or as otherwise required by appropriate authorities. Each employee is personally responsible for the readiness and care of their assigned ambulance. For purposes of this section, minimum readiness includes, but is not limited to:

- A. Assuring that the unit is clean and presentable inside
- B. Assuring, through completion of daily checklists, that all required materials are available on board in required quantities
- C. Daily checklists should be completed by each crew within fifteen (15) minutes (up to twenty (20) minutes for CCT crews) after clock-in at which time the unit is placed in service. If there is any delay in checking out the unit, a supervisor must be notified (which requires acknowledgment from the supervisor). Employees failing to complete daily checklist as required, may be subject to discipline up to and including termination
- D. All vehicular or equipment maintenance and repair issues must be reported promptly to the Employer via electronic submission process. For urgent issues, such as but not limited to equipment failure while with patient that can compromise the safety of the crew or patient, contact a supervisor immediately

#### **Section 14.05. Locking Building Doors**

All employees will ensure that all building doors to the outside are shut and locked or otherwise secured when not in immediate use.

#### **Section 14.06. Weapons**

Employees are prohibited from bringing any weapon to the ambulance station or inside the ambulance. "Weapon" is defined as any instrument that is specifically designed, made, or adapted for the purpose of inflicting serious bodily injury or death, including but not limited to: any device capable of projecting a ball, pellet, arrow, bullet, missile, shell or other material, clubs, firearms, handguns, knives, explosives (e.g., fireworks), crossbows, bows and arrows, throwing stars, and brass knuckles.

#### **Section 14.07. Employee Privacy**

The Employer agrees that no audio or video surveillance or recordings shall occur in any employee sleeping areas, locker room/changing areas and/or bathroom/shower areas or other areas where crew members have a reasonable expectation of privacy. Employees do not have a reasonable expectation of privacy in common office area, employee's lounges, ambulance or other areas not specifically listed above.

#### **Section 14.08. Tobacco Free Workplace**

Smoking, E-cigarettes, and chewing tobacco is strictly prohibited within fifty (50) feet of Employer's building, vicinity of an ambulance, customer facilities, in any areas that constitute either a fire hazard or a disturbance to patients, visitors or co-workers, or in any areas smoking or tobacco product use would violate local ordinances. In case of dispute, the rights of non-smoking employees shall prevail. All tobacco and non-tobacco product users must properly dispose of all material refuse and must eliminate all evidence of tobacco use before returning to duty. No tobacco products can be used in non-designated tobacco areas.

#### **Section 14.09. Fatigue Policy**

It is the responsibility of the employee to arrive at work well rested, properly dressed, and ready to work the assigned shift.

A field employee who feels that they are no longer able to perform the basic job responsibilities due to fatigue must immediately notify their manager/supervisor and Dispatch. The unit shall be placed out of service while the manager/supervisor or designee finds a replacement in an effort to return the unit to service. They must notify Dispatch or their manager/supervisor of feeling fatigued before they are dispatched a new call.

**ARTICLE 15**  
**PERSONNEL FILES**

**Section 15.00. Changes to Employee Information**

The Employer maintains personnel files on all employees in accordance with law. Employees are expected to notify the Human Resources Department of any changes in personal information (within 14 calendar days) such as:

- A. Home address
- B. Telephone number home and/or cell phone
- C. Emergency contact
- D. Number of dependents
- E. Military status
- F. Certifications and licenses related to job duties
- G. Physical limitations

**Section 15.01. Employee Right to File Copies**

Employees and/or the Union may request and will receive at no cost, a copy of all personnel documents in the personnel files. If the requested information pertains to HIPAA protected documents, a signed release must be submitted by the employee. The requested documents will be provided no later than ten (10) business days from the date the request is received by the Employer.

**Section 15.02. Union Requesting Information**

Pursuant to Section 8(a) (5) of the National Labor Relations Act, the Union will send information requests to the Employer to obtain information needed for employee(s) representation.

**ARTICLE 16**  
**COMPENSATION**

Any changes to the existing wage rates or rates of pay will be effective on or before the first day of the third pay period, following ratification by the Union.

**Section 16.00. EMT Wage Scale**

<b>Level at Ratification</b>	<b>At Ratification</b>	<b>8/1/2023</b>	<b>8/1/2024</b>
0 thru end of 2 years	\$ 20.75	\$ 21.17	\$ 21.59
Start of year 3 thru end of year 3	\$ 21.17	\$ 21.59	\$ 22.02
Start of year 4 thru end of year 4	\$ 21.59	\$ 22.02	\$ 22.46
Start of year 5 thru end of year 5	\$ 22.02	\$ 22.46	\$ 22.91
Start of year 6 thru end of year 6	\$ 22.46	\$ 22.91	\$ 23.37
Start of year 7 thru end of year 7	\$ 22.91	\$ 23.37	\$ 23.84
Start of year 8 thru end of year 8	\$ 23.37	\$ 23.84	\$ 24.31
Start of year 9 thru end of year 9	\$ 23.95	\$ 24.43	\$ 24.92
Start of year 10+	\$ 24.55	\$ 25.04	\$ 25.54

**Section 16.01. Paramedic and Respiratory Therapists Wage Scale**

**Paramedics**

<b>Level at Ratification</b>	<b>At Ratification</b>	<b>8/1/2023</b>	<b>8/1/2024</b>
0 thru end of 1 year	\$ 32.00	\$ 32.64	\$ 33.29
Start of year 2 thru end of year 2	\$ 32.64	\$ 33.29	\$ 33.96
Start of year 3 thru end of year 3	\$ 33.29	\$ 33.96	\$ 34.64
Start of year 4 thru end of year 4	\$ 33.96	\$ 34.64	\$ 35.33
Start of year 5 thru end of year 5	\$ 34.64	\$ 35.33	\$ 36.04
Start of year 6 thru end of year 6	\$ 35.33	\$ 36.04	\$ 36.76
Start of year 7 thru end of year 7	\$ 36.04	\$ 36.76	\$ 37.49
Start of year 8 thru end of year 8	\$ 36.76	\$ 37.49	\$ 38.24
Start of year 9 thru end of year 9	\$ 37.68	\$ 38.43	\$ 39.20
Start of year 10+	\$ 38.62	\$ 39.39	\$ 40.18

**RTs**

<b>Level at Ratification</b>	<b>At Ratification</b>	<b>8/1/2023</b>	<b>8/1/2024</b>
n/a	\$ 31.35	\$ 32.92	\$ 34.57

Any employee with tenure above the scale will receive a 3% annual increase on their anniversary date.

**Section 16.02. Overtime**

EMTs and Paramedics will be paid overtime based on Section 3 (H) of California Wage Order No. 9. Overtime will be paid for work performed in excess of forty (40) hours in a workweek. Overtime will be paid at one and on-half times (1.5x) the employee's regular rate of pay.

**Section 16.03. Overtime Calculation for Multiple Pay Grades Worked in One Week**

If an employee receives shift differential or bonuses, overtime pay shall be calculated using the applicable Federal and State computation methods. There will be no pyramiding of premium pay.

#### **Section 16.04. Night Differential**

EMTs will receive \$3.00 per hour as a shift premium for shifts that start work on or after 1700 hours. Paramedics will receive \$3.80 per hour as a shift premium for shifts that start work on or after 1700 hours. The night differential will be added to the employee's base rate for all hours worked.

#### **Section 16.05. Field Training Officer (FTO) Pay**

The Employer has the sole authority to appoint employees to act as Field Training Officers. FTO's will receive three hundred dollars (\$300) per trainee. The Employer reserves the right to reduce or increase the number of FTOs appointed. If more than one FTO provides training to a Trainee, the FTO fee will be split among those FTOs pro rata.

#### **Section 16.06. NICU-PICU-CCT**

The Employer has the sole authority to appoint non probationary employees to NICU/PICU/CCT units. If there are not enough non probationary employees to fill the schedules/shifts the Employer may appoint probationary employees. CCT appointed employees will receive a premium of seventy-five cents (\$.75) per hour to their base hourly rate for hours worked on CCT shifts only. NICU/PICU appointed employees will receive a premium of one dollar and twenty-five cents (\$1.25) per hour to their base hourly rate for hours worked on NICU/PICU shifts only. The Employer reserves the right to reduce or increase the number of NICU/PICU/CCT appointed employees.

#### **Section 16.07. Crew Chief Pay**

The Employer has the sole authority to appoint employees to Crew Chief roles. Crew Chief appointed employees will receive a premium of five dollars (\$5.00) per hour to their base hourly rate for hours worked on Crew Chief shifts only. The Employer reserves the right to reduce or increase the number of Crew Chiefs.

#### **Section 16.08. Strike Teams**

The Employer has the sole authority to appoint employees to strike teams when requested by local State or Federal governmental authorities.

#### **Section 16.09. Minimums Only Scale**

This Agreement establishes the minimum wage rates. The Employer may hire or pay employees above the rates set forth in this Agreement.

#### **Section 16.10. Benefits Offered**

The Employer agrees to offer full-time employees covered by this collective bargaining agreement a benefit plan that will include the following coverages: Medical, Dental, Vision, Health Savings Account, optional Supplemental Plans, an Employee Assistance Program and a 401(k). The plan contracts will determine employee enrollment timeframes. Current plans may be subject to modification or substitution by carrier. The Company will meet and confer with the Union prior to any changes in carriers and/or plan designs.



### **Section 16.11. Medical Insurance**

The Employer offers a base medical insurance plan where the Employer will pay 69% of the employee only monthly premium cost. The employee pays their portion of the premium through pre-tax deductions.

### **Section 16.12. Dental Insurance**

Any changes to the existing wage rates or rates of pay will be effective on the first day of the third pay period, following ratification by the Union.

### **Section 16.13. Vision Insurance**

The Employer offers vision insurance. The employee pays the full monthly premium through pre-tax deductions.

### **Section 16.14. Employee Assistance Plan (EAP)**

An EAP is made available to all employees and immediate family at the Employer expense immediately upon hire. The Employer reserves the right to refer an employee to the EAP for assessment and treatment.

### **Section 16.15. Supplemental Plans**

Employer pays for a basic Life and Accidental Death & Dismemberment (AD&D) plan. The employee may elect to participate in optional supplemental plans. Some examples are Short Term Disability, Supplemental Life Insurance and Accidental Insurance of which the employee shall pay 100% of the cost of monthly premiums through after-tax payroll deductions.

### **Section 16.16. 401(k) Plan**

The Employer will provide a 401(k) plan for fulltime, regular part-time and per diem employees. The 401(k) Plan document is the authoritative document controlling the terms, conditions, eligibility requirements, obligations and restrictions of the 401(k) program. The employee may participate in the Plan beginning the month after the employee's first 90 days. The employee will be eligible to receive the Employer's matching contribution beginning the month after one full year of employment. The Employer will match the employee's contribution to the 401(k) Plan up to four (4%) percent of the employee's annual compensation.

### **Section 16.17. Additional Benefits**

Some additional benefits that may be offered are:

- Dependent Care Flexible Spending Account (FSA)
- College 529
- Commuter Benefit Account (TRA)
- Legal Shield
- Gym membership and other discount options
- Uniform Maintenance/Cleanliness-full-time employees will receive \$25.00 per calendar quarter and regular part-time/per diem will receive \$12.50 per calendar quarter.

The terms of the Employer's written employee benefit programs will determine the terms, conditions, eligibility requirements, obligations and restrictions of the employee benefit programs.

**ARTICLE 17**  
**SUBSTANCE ABUSE – DRUG FREE WORKPLACE**

The Union and the Employer are committed to maintaining an alcohol and drug free workplace for the safety of employees, patients and the public. The Union and the Employer agree that employees shall be subject to the Substance Abuse Policy as set forth in the policy manual (employee handbook). All employees must abide with all the provisions of the Substance Abuse Policy as a condition of continued employment. An employee, who violates any provision stipulated by the policy, will be subject to termination. **See also, Addendum B.**

**ARTICLE 18**  
**CRITICAL INCIDENT STRESS DEBRIEFING**

The Employer will provide employees with access to Critical Incident Stress Debriefing (CISD) services. The Employer will allow shift relief for any employee requesting CISD. Any employee seeking counseling for CISD should utilize the Employer's EAP Program. In the event the employee encounters an incident during shift and requests CISD, the remainder of their scheduled shift will be paid.

**ARTICLE 19**  
**JOINT LABOR COMMITTEE**

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

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

The Committee shall use its best effort to meet quarterly. Employees who serve on the Committee shall be eligible for up to two (2) hours of pay per meeting. If JLC is requested by the Employer, the Employer will pay up to four (4) employees up to two (2) hours pay, per meeting. If the JLC is requested by the Union, the Union will pay its own members. If the JLC meeting is a quarterly meeting, not requested by either party, the Employer and the Union will rotate the responsibility to pay for the Union members. Reasonable accommodation shall be made to allow employee participation.

**ARTICLE 20**  
**BARGAINING UNDERSTANDINGS**

**Section 20.00. Separability**

This agreement shall be subject to all present and future applicable Federal and State laws, or Executive Orders of the President of the United States and other appropriate rules and regulations of bona fide governmental authority to the extent said laws pre-empt the parties' capacity to enter into otherwise lawful agreements. Should any provision of this agreement become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, any provision(s) that becomes unlawful by virtue of the above shall cause the parties to meet and negotiate in good faith replacement provisions that are valid. Failure to reach agreement on any material term set aside by virtue of becoming unlawful or by court declaration as set forth above, shall constitute reasonable grounds by either side to void the entire contract. Subject to the foregoing, any provision(s) of this agreement not declared invalid shall remain in full force and effect for the life of this agreement.

**Section 20.01. Amendments**

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

**Section 20.02. Waiver**

This agreement sets forth the parties' agreement and understanding with respect to the matters referred to herein. The parties acknowledge that during the negotiations resulted in this agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. This agreement incorporates the parties' full and complete understandings, superseding and invalidating all previous commitments of any kind including, oral or written agreements, past practices, existing conditions and all prior employee and Union rights and benefits not specifically incorporated herein. Therefore, for the life of this agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subjects or matters specifically referred to or covered in this agreement, including local county/operation beneficial practices when a specific provision of this agreement acknowledges the existence of such practices.

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

**Section 20.03. Successorship Change of Ownership and Assignment**

In the event of a change of ownership, the Employer shall be responsible for wages and benefits provided for this agreement through the employee's last day worked. The Employer shall comply with any applicable laws concerning the sale or closure. The Employer shall have the right, but if the purchaser is already subject to a collective bargaining agreement not the obligation, to assign this agreement pursuant to a sale or transfer of substantially all of its assets, stock or membership interests, without the consent of the Union.

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

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

In the event of a change of ownership, the Employer shall be responsible for wages and benefits provided for this Agreement through the employee's last day worked. The Employer shall comply with any applicable laws concerning the sale or closure. The Employer shall have the right, but if the purchaser is already subject to a collective bargaining agreement not the obligation, to assign this Agreement pursuant to a sale or transfer of substantially all of its assets, stock or membership interests, without the consent of the Union.

## **ARTICLE 21** **NO STRIKE/NO LOCKOUT**

### **Section 21.00. No Strike/No Lockout**

Neither the Union, its agents nor any of its members will collectively, concertedly, or in any manner whatsoever, engage in, incite or participate in any picketing, strike, sit down, stay in, slowdown, boycott, work stoppage, withholdings of work, paper strike (the deliberate failure to submit timely, quality, accurate and complete medical reports and billing information), sympathy strike or any form of economic activity against the Employer during the term of this agreement; and the Employer agrees that during the term of this agreement, it shall not lock out any of the employees covered by this agreement. In the event of sympathy strikes, Employer reserves the right to permanently replace employees engaged in sympathy strike activity and such action will not be treated as disciplinary.

The Union, its officers, agents and employees shall not incite, authorize, assist, encourage, sanction, condone, ratify or lend support to, or in any way participate in any activities set forth in this Article. It is further understood that the duly authorized representatives of the Union shall use their best effort on behalf of the Union to actively encourage the employees engaging in a violation of this Article to cease such conduct.

**Section 21.01. Discipline for Violation**

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

**Section 21.02. Obligation to Fulfill Duties**

The Employer and the Union recognize that the duties performed by employees involve life and death situations. Failure to immediately transport patients to hospitals and other designated medical facilities and respond from hospitals and other medical facilities to patients, can result in compounding the problems of already ill and injured patients. As a result, the Employer and the Union agree that:

- A. Under no conditions shall employees delay the transport of any patient because of a picket line or any other such job action.
- B. Under no circumstances shall employees delay a response to a request for service due to any Union job action. Employees are expressly prohibited from delaying the response to any request for service or the provision of any care and/or transport as required.
- C. Employees may, after crossing picket lines to deliver patients, following such patient delivery, return to the picket line and explain to picket captains or other picketers why the picket line was crossed. Employees shall at all times remain available for dispatch by the Employer's Communication Center and immediately respond to patient or standby post locations as requested.
- D.

**ARTICLE 22  
MISCELLANEOUS**

**Section 22.00. Outside Work**

Full-time employees shall not accept jobs with any other ambulance Employer in the counties we operate in unless approved by the Director of Operations or above, excluding the Fire Department.

For outside employment with non-ambulance companies, employees shall not accept jobs that:

- A. Require personal attention or work during the employee's scheduled work hours with Employer.
- B. Involve the use of any of Employer's confidential information, records or patient records.
- C. Involve the use of any of Employer's equipment, supplies or facilities.
- D. Would result in any criticism or have an adverse effect on Employer.

### **Section 22.01. Paramedic Reimbursement Program**

Employer may, at its sole discretion, have a Paramedic School Reimbursement Program each year. Adding new employees into this program may be discontinued at any time at the Employer's sole discretion. However, once an employee is enrolled in the program they will be allowed to finish and receive the reimbursement. In order to get reimbursed, an employee must then work not less than two years as full-time Paramedic with the Employer. Reimbursement will be paid to the Paramedic after the two-year employment requirement. EMTs selected to participate in the program will be at the sole discretion of the Employer, however, the Union is encouraged to make recommendations of deserving candidates.

### **Section 22.02. Employer Rules**

The Employer agrees to notify the Union of any changes or modifications of Employer rules. If the Union would like to meet to discuss such changes, the meeting must occur within nine (9) business days. If the parties fail to meet within the nine (9) business days, said changes or modifications will be final. Once finalized, said modifications shall be made available to employees for their benefit for a minimum of five (5) business days prior to implementation. In the event of a government mandated emergency, the Employer reserves the right to immediately implement new Employer rules. The Union and Employer agree that such meetings do not have to be face-to-face but can be conducted via telephone and/or video conference.

## **ARTICLE 23** **RETURN TO WORK/FITNESS FOR DUTY**

The return to work process evaluates the employee's ability both physically and cognitively, in order to provide the employee, the resources and support necessary to succeed in returning to their job. The Employer may require employees to complete job-related physical agility and/or ability tests, such as lift tests, shifts with Field Training Officers and/or supervisors/managers, classroom trainings, clinical updates, etc. This is to ensure employees can safely perform the essential job functions of their job classifications with or without reasonable accommodation. In order to initiate the return to work process, if returning from a medical leave, a medical note is required releasing the employee to duty and specifying any work restrictions.

The Employer may require employees who have been on leave less than thirty (30) days to complete the return to work process described in the paragraph above. Employees returning from a leave of thirty (30) days or more are required to complete the return to work process described in the paragraph above.

The Employer shall be solely responsible for the cost of physical ability and/or agility tests. Upon request, the Employer will provide the employee a copy of the job description.

The Employer will provide the employee the opportunity to begin the return to work process within two (2) business days from when the Employer receives the required medical release or when the employee informs us they are returning from a non-medical leave. If the Employer is unable to arrange the return to work process within two (2) business days, the employee may have the opportunity to work modified duty. If the employee is unable to begin the process within two (2) business days of being released for duty, they will not be eligible for modified duty.

If an employee does not pass the return to work process, the Employer shall engage in an interactive process to determine if a reasonable accommodation is possible. Employees will only be returned to regular duty once the return to work process has been successfully completed. Employees will be returned to regular duty as soon as reasonably practicable.

Employees returning from a non-medical related leave of absence will not be required to undergo a medical examination.

## **ARTICLE 24** **MANAGEMENT RIGHTS**

### **Section 24.00. Management Control**

Except as expressly limited by this agreement, management of the Employer's business and the direction of its workforce are vested exclusively with the Employer. It is expressly recognized that such rights are not limited to the full exclusive control, management and operation of the business, the scope of its activities, the right to establish work rules, fill open shifts, create new shifts, change or adjust shifts temporarily or permanently to accommodate changes in business needs, the ability to create posts, posting plans and conduct shift bids, work schedules staffing or number of ambulances, the determination of the number, size and location of its facilities or any part thereof, the right to terminate, merge, sell, or otherwise transfer the business or any part thereof; the determination of the number of employees and the assignment of duties thereto, and the direction of the working force, including but not limited to hiring, selection, and training new employees. Additionally, the Employer retains the right to determine the equipment used, maintain said equipment and/or property, introduce new or improved procedures and related functions. The above rights will not affect seniority and bidding.

### **Section 24.01. Employer Rights**

It is further understood that the Employer has the right to hire and promote employees out of the bargaining unit, layoff, discipline, suspend, or discharge employees.

### **Section 24.02. Non-Waiver of Reserved Rights**

Any purported failure on the part of the Employer to exercise any function or right reserved to it as set forth herein shall not be deemed a waiver of its rights.

### **Section 24.03. Determination of Applicant Qualifications**

When hiring applicants, the Employer may fill bargaining unit positions from any source. In the event the Union refers applicants for consideration, the Employer reserves the unilateral right to reject any application for employment and will be the sole judge of an applicant's qualification.

**ARTICLE 25**  
**HARASSMENT FREE WORKPLACE**

There shall be no harassment or discrimination of any type by any PRN employee. Conduct prohibited by this section is unacceptable in the workplace and in any work-related setting.

Employees should immediately report any incidents of harassment, discrimination, Workers' Compensation abuse, potential workplace violence situations, or any workplace ethic violations by contacting your supervisor. This includes harassment based on race, color, religion, national origin, age, medical condition, disability, marital status, sex (including sexual harassment), sexual orientation, ancestry, genetic information, gender, gender identity, gender expression, military and/or veteran status, or any other characteristic or activity protected by law. Although the following section addresses sexual harassment issues, its reporting, investigation and disciplinary provisions also apply to all other forms of harassment.

Definition:

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if there are no tangible or economic job consequences.

The term "sexual harassment" includes many forms of offensive behavior. Here are some types of behaviors that may be violations:

- A. Making sexually suggestive comments, jokes, advances, or offering employment benefits in exchange for sexual favors.
- B. Teasing, bullying, making fun of or making derogatory remarks about someone's age, race, sexual orientation, disability or gender.
- C. Posting, passing around or displaying sexually suggestive or obscene printed materials or objects
- D. Gender-based harassment including harassment by someone of the same sex as the victim.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Harassment can be verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of a characteristic or activity discussed in the first paragraph above that (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes but is not limited to epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and display or circulation in the



workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through email).

Sexual harassment is considered to be sex discrimination in violation of federal and state law. Additionally, abusive conduct, defined as any conduct of an Employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive and unrelated to an Employer's legitimate business interests will not be tolerated.

### **Non-Retaliation**

It is prohibited for supervisors, managers and co-workers, as well as third parties such as vendors or customers, to retaliate against an employee because the employee has complained about harassment, discrimination, retaliation, abusive conduct, or participated in an investigation, proceeding or hearing based on such a complaint and is a serious violation.

### **Complaint Procedure**

All PRN employees are responsible for creating and maintaining a positive work environment. If you believe you have been a victim of harassment or if you have witnessed harassment that violates this section, it is important that you take steps to address it immediately.

- A. First, if you are comfortable doing so, talk to the person whose behavior is bothering you and ask the person to stop.
- B. Next, if you are not comfortable speaking with that person, or if you asked them to stop and they have not, contact your supervisor or any member of management or Human Resources.
- C. At any time, you may contact your Union Representative.

A prompt, thorough and objective investigation of the complaint will be conducted by a senior level HR Professional. Documentation will be maintained to ensure reasonable progress. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the sexual harassment. Corrective action may include but is not limited to training, counseling, reassignment and/or discipline. To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have had a complaint should immediately make a further complaint should the harassment reoccur.

For further resources, please refer to your Employee Handbook.

**ARTICLE 26**  
**PRIVATE AGREEMENTS**

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

**ARTICLE 27**  
**NOTICES**

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

To the Union:

Fernie Mirelez  
USW Staff Representative  
[fmirelez@usw.org](mailto:fmirelez@usw.org)  
Lee Almeida, TEMSA Local 12911, President  
[temsapresident12911@yahoo.com](mailto:temsapresident12911@yahoo.com)

To the Employer:

Rick Fields  
Sr. Vice President Operations, Covalent Health  
[rfields@covalent-health.com](mailto:rfields@covalent-health.com)  
Ana Arabyan Human Resources Manager  
[aarabyan@prnambulance.com](mailto:aarabyan@prnambulance.com)

**ARTICLE 28**  
**TERM**

This agreement shall become effective upon ratification and shall remain in full force and effect for three (3) years up to and including August 2, 2025. The Union and the Employer agree that all items in this agreement will remain in full force and effect, unless changed by mutual-agreement of both parties. Either party may give notice in writing of its desire to revise or terminate this agreement not less than one hundred twenty (120) days prior to the expiration.

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

Approved this \_\_\_\_ day of \_\_\_\_\_ 2022

**FOR THE EMPLOYER:**  
**PRN AMBULANCE**

**FOR THE UNION:**  
**UNITED STEEL, PAPER & FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL & SERVICE  
WORKERS INTERNATIONAL UNION, AFL-  
CIO, CLC On behalf of its TEMSA Local  
Union 12911**

\_\_\_\_\_  
Rick Fields, Sr. Vice President Operations

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Leo W. Gerard, International President

\_\_\_\_\_  
Ana Arabyan, Human Resources, Manager

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Stanley Johnson, Int'l Secretary-Treasurer

\_\_\_\_\_  
Thomas M. Conway,  
Int'l Vice President (Administration)

\_\_\_\_\_  
Fred D. Redmond,  
Int'l Vice President (Human Affairs)

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Robert LaVenture, Director, District 12

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Ron Espinoza, Sub-District Director

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Fernie Mirelez, Staff Representative

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Lee Almeida, Local 12911 President

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Erik Knight, Negotiating Committee

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