

# **2024 LABOR AGREEMENT**

Between



**Professional, Courteous, On Time**

**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 12911

*Effective July 10, 2024 through July 9, 2027*



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# ARTICLE 1 - RECOGNITION AND SCOPE

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

The Employer recognizes the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union (USW) for itself and on behalf of its TEMSA Local 12911 as the exclusive bargaining agent for all employees included in the following certified bargaining unit: All full-time and regular part-time Emergency Medical Technicians (EMTs), Advanced Emergency Medical Technicians, EMT Field Training Officers, Paramedics, Wheelchair Drivers, and Gurney Van Operators employed by the Employer and who are working at or out of its facilities located at Antioch, Cotati, Modesto, Pleasant Hill, Richmond, Sacramento, Oakland, San Francisco, Rancho Cordova, Hayward, Santa Clara, Redwood City and Palo Alto, California; excluding all dispatchers, all call center, professional, administrative, confidential employees, 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 and regular part-time 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 northern 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 Northern California and Central Valley stations will be included in the bargaining unit covered by this Agreement if the Union is able to confirm its majority status by a showing of cards with confirmed signatures of over fifty percent (50%) of the employees in a single station or multiple stations indicating their desire to grant exclusive bargaining rights to the Union. In the event the Employer opens or acquires a new station, there will be a window period of thirty (30) days after such an opening or acquisition before the Union may assert its majority status.

With respect to non-represented existing or new stations or acquired stations that are not represented at the time of acquisition, should there be a showing of majority status by more than one union at such station, a run-off election will be conducted as required by law.

## **Section 1.04 Supervisory Employees**

The Employer shall not establish jobs or job titles for sole purpose of excluding or reducing represented employee's work opportunities.

The employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such action, and it is not the Employer's policy to establish jobs or job titles for the purpose of excluding employees from the bargaining unit nor shall supervisors be used to supplant bargaining unit employees.

The parties agree that supervisors/managers will be allowed to work hours/shifts as may be required by the local Emergency Medical Services Agency to maintain such supervisors/managers accreditation; to avoid shutting down a field unit (i.e., LOA, call off); to temporarily assist in overflow and to cover urgent workload increases. Employer maintains the right to temporarily assign supervisory/management personnel to maintain contractual obligations and to address temporary system overloads. Supervisors may also be assigned as an additional crew resource for the purposes of retraining employees and/or for evaluation purposes.

For training of new hire Employees (provided there is no displacement of a bargaining unit member) FTOs will be given the first opportunity to train if available before using a supervisor/manager in accordance with Section 16.03. A supervisor/manager as an additional crew resource may observe a probationary employee for purposes of determining competencies.

## **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 or part-time, and the name of any terminated employees and date of termination. The Employer shall also provide on a monthly basis, the name, address, and classification of employees who were previously ineligible to be a member of the bargaining unit, but who have become eligible for such representation due to a change in the employee's job status.

### **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 initiation fee and thereafter pay to the Union each month, either directly or through payroll deduction, 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 on the first pay period immediately after the employer receives a dues or other deductions authorization form signed by the employee.

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**

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, initiation 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 644485, Pittsburgh, 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 agreed leave of absence; or (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 upon request of the Union or employee will immediately resume the obligation of making said deductions.

### **Section 2.03 Indemnification**

The Union, and each employee authorizing the assignment of his/her 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 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.

Employer will notify employees of their right to representation during investigatory 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 investigatory interview which may result in disciplinary action, shall have the right to secure Union representation during such meetings. If a Union representative is not available at that time, the meeting will be rescheduled when a Union representative is available. See #2 below. If the employer requests to meet with an employee and disciplinary action is not expected or contemplated by the employer, the employee is not entitled to union representation.

Union representation for an employee is not necessary for a meeting requested by the employer if disciplinary action would not be taken as a result of the meeting.

Stewards will not be paid by Employer to conduct union business except when the presence of a Steward at an investigatory meeting is requested by an employee and 1) the Steward is from the station at which the meeting is taking place and is the Steward who is first available (or is an off-duty Steward from the Region); and, 2) if the Steward is on duty and attendance at such meeting will not interrupt the Steward's regular duties.

If the foregoing conditions are met; the Steward will be paid at their base hourly rate for actual meeting time spent. Nothing contained herein shall excuse the immediate preparation of an Unusual Occurrence 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:

1. Available on-duty Steward or Union Officer
2. Off duty Steward available at a mutually convenient time, at the employee's station or a mutually agreed location not to exceed four (4) business days, unless otherwise agreed to by both parties.
3. 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 available.
4. Disciplinary interviews with an employee will be held at the employee's home station unless mutually agreed upon by the Union and the Employer.

### **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. When visiting Employer's facilities, the Union representative or Union officer shall first 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 get permission from the customer representative for Union to initiate contact. If customer representative refuses, the Union agrees not to contact customer representative without first

obtaining a subpoena.

### **Section 3.02 Bulletin Boards**

The following will be permitted at each station at the Union's cost:

- A single bulletin board not exceeding 24" x 36" in size (in a style reasonably acceptable to Employer)
- One brochure rack next to bulletin board

These items will be placed at a mutually agreed to 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 these criteria and such materials shall be removed and not be re-posted pending resolution by the Union and Employer.

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

### **Section 3.03 Employee Notification of Union**

When an applicant is hired into a classification covered by this Agreement, the Employer will Notify such new employee that the Union is recognized as the bargaining representative for employees in such covered classification(s). If requested and provided by the Union, Employer will include at least one-page Union informational brochure in its new hire packet. The Union will be permitted up to thirty (30) minutes to attend the new hire classes to make a presentation to new employees. The Union will be provided notice as soon as possible of the new hire class and the class agenda.

## **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 the intent of corrective action/discipline is to remedy performance problems and modify behavior. The Employer will attempt to accomplish those objectives through remediation and progressive corrective action/discipline. However, the Employer reserves the right to issue correction action, up to and including discharge, based upon the particular facts and the circumstances of each case.

All disciplinary documents up to a final warning issued to an employee will remain part of the progressive disciplinary process for twelve (12) months and shall not be used in support of any disciplinary action against the employee thereafter. A final written warning will remain part of the progressive disciplinary process for eighteen (18) months. Eighteen (18) months after the final written warning is issued the progressive disciplinary process will be restarted.

To be considered valid, disciplinary actions must be issued within twenty (20) business days of when the Employer should have reasonably become aware of the infraction. Should the investigation require additional time, the Employer will notify the Union and employee of such situation and the additional time needed. If the employer's investigation is not completed due to the unavailability of a witness(s) or information from a third party the Union will agree to allow the employer additional time to complete the investigation. However, if an employee is on administrative leave, the employee will be compensated for the duration of the extension or until the investigation is completed.

If appropriate, progressive discipline will consist of the following four (4) steps.

1. Documented verbal warning;
2. Written warning;
3. Final written warning and possible suspension up to three (3) shifts;
4. Discharge

The first two progressive disciplinary steps will escalate over a rolling 12-month period. The earliest discipline will drop off first.

#### **Section 4.02 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:

All absences require the use of available and accrued Vacation or Paid Sick Leave (PSL), unless the employee is on a leave covered under a Federal, State or local law or those items listed below.

An employee is absent when he/she fails to report for, and remain at work, as scheduled. Lateness is an absence of short duration at the beginning of the employees' 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 his/her unacceptable attendance record.

I. Attendance Discipline:

1. Verbal Warning – Issued at a total of four (4) Attendance points.
2. Written Warning – Issued at a total of eight (8) Attendance points.
3. Final Warning – Issued at a total of ten (10) Attendance points.
4. Termination – Issued at a total of twelve (12) 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><li>Preplanned and approved Vacation</li></ul>	<ul style="list-style-type: none"><li>72 hours 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 Vacation/PSL
2. Establish a trade or shift substitution to handle appointments.

III. Attendance/Tardy/Late Point Value

3 points – Call out with less than two (2) hour notice and less than fifty (50) percent of the absence covered by PSL usage	Absent with notification less than two (2) hours from the scheduled start of your shift other than those listed in Section II with the usage of PSL to cover less than fifty (50) percent of the absence.
2 points – Call out with less than two (2) hour notice and more than fifty (50) percent of the absence covered by PSL usage	Absent with notification less than two (2) hours from the scheduled start of your shift other than those listed in Section II with the usage of PSL to cover fifty (50) percent or more, but less than the full duration of the absence.
1.5 points – Call out with greater than two (2) hour notice and less than fifty (50) percent of the absence covered by PSL usage	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 with the usage of PSL to cover less than fifty (50) percent of the absence.
1 point – Call out with greater than two (2) hour notice and more than fifty (50) percent of the absence covered by PSL usage	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 with the usage of PSL to cover fifty (50) percent or more, but less than the full duration of the absence.
0 point – Call out with PSL usage to cover the full duration of the absence	Absent with the usage of PSL to cover the full duration of the absence regardless of the amount of notice provided.
½ point – Early clock in	Clocking in more than 5 minutes before the scheduled start of shift
½ point – Tardiness	Clocking in 6 – 14 minutes after the scheduled start of shift
1 point – Tardiness	Clocking in more than 15 minutes after the scheduled start time
½ point – Leave Early	Leaving early without advanced permission from the Employer or not having enough PSL to cover at least fifty (50) percent of the duration of the absence other than those listed in Section II.
8 points – No Call / No Show (NCNS)	One or more scheduled shifts of absence without any call-in within one (1) hour from the start of the shift
½ point – No punch	Not clocking in or out. If the failure to clock in/out is due to a reason outside of the employees' control, the employee must submit a "No Punch In/Out Form" explaining that reason by the end of that shift. Each form submission will be evaluated by management.

**CONSECUTIVE DAY ABSENCES** – consecutive calendar days absences resulting from a single illness or injury will be treated as a single day absence. Consecutive calendar days may include absences that are on consecutive scheduled days if there is no more than one day between the consecutive scheduled days and the employee contacts HR and makes a written request for the absence(s) to be recorded as

consecutive days. The request must be submitted within three (3) business days of the employee's return to work from the absence.

An employee who shows up (1) hour or more after the start of the shift may be sent home without pay.

#### IV. No Call / No Show

These kinds of absence express gross indifference to employment and include the following elements:

- A. One or more scheduled shifts of absence without any call-in within one (1) hour from the start of the shift.
- B. No extraordinary or proven reason to justify the absence and failure to call.

No Call/No Shows are very costly for the company and create hardships on the employees who do report for work and must be used to fill unscheduled vacancies. In cases of No Call/No Show absences, the company will expedite corrective action.

#### V. Report Absences

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

#### VI. Shift Abandonment

Two (2) consecutive days of not calling in or showing up for work will be considered abandonment of the employee's job and considered resignation.

#### VII. Point Inquiries

Point inquiries will be reviewed in the company's attendance tracking system. Further inquiries will be handled through the employee's manager or Human Resources.

#### VIII. Amnesty Point Program

- A. Issuance of Amnesty Points will be in accordance with the following procedure:
  - a. Employees will be eligible to receive credit offsetting attendance points issued previous to the current pay period under the following circumstance:
    - i. Pickup any shift on a day and/or time that has been identified as part of the amnesty point program by management by sending an "Amnesty Point Alert" message to all field employees
      - 1. Eligibility only applies to Pickups, no subs/swaps
  - b. Pickups will be identified using the reporting capabilities of our scheduling system in accordance with section 9.08 of the CBA, filling open shifts, and double checked using the scheduler notes
  - c. Employees may accrue 1 amnesty point per approved amnesty incentive
  - d. If an employee accrues an attendance point in the same pay period, all potential amnesty points that could have been earned in that pay period will be nullified
  - e. Amnesty points will only be applied to the pay period following the pay period that the shift was worked
  - f. Amnesty points will be applied to your most recent attendance points
  - g. Amnesty points will only be valid for points already accrued and cannot be used/kept as credit (i.e. – no negative points balance)

- h. Lowering attendance points will not erase or invalidate attendance discipline that has already been issued, but it will lower the overall point total leading to the next step in the progressive disciplinary steps.

#### **Section 4.03 Conduct Subject to Discipline/Discharge**

Conduct set forth below may be grounds for immediate discipline up to and including discharge with just cause without regard to the employers Progressive Discipline Policy.

1. Dishonesty or falsifying documents.
2. Insubordination-defined as a direct refusal to follow a legitimate work-related order by management.
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 for code 3 calls is defined as 90 seconds or by County protocol whichever is less. A code 2 call is 3 minutes in route unless communicated to dispatch or a supervisor for reason of extended delay.
7. An unlawful or illegal act while on duty or conducted on Employer or Employer's customer's property.
8. Firearms on duty or 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 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 use a backer/spotter;
16. Exceeding 15 mph on the shoulder of freeways/highways with stopped or slow traffic;
17. During emergency operation, failing to come to a complete stop at a red-light intersection or stop sign or exceeding 15 mph while exercising an emergency vehicle exemption against a stop sign or red light.
18. Placing a unit in service without performing a full vehicle checkout to include all medications, equipment and safety items are present and in state of readiness.



#### **Section 4.04 Non-Precedent Setting Action**

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

#### **Section 4.05 Employee Copies Disciplinary Notices**

If not previously provided, the Employer agrees to provide the Union copies of all disciplinary notices within five (5) business days after issuance. The Employer agrees to provide the Union with electronic access to all union declination forms. In the event of any suspension or termination, the employee will be given the reason at the time of suspension or termination. If the employee is available, the Employer will meet with the employee to discuss the circumstances leading to the decision to suspend or terminate the employee. Disciplinary notices related to vehicle accidents will be maintained according to the Driver Exclusion Section 8.02 of this Agreement.

The Employer agrees to provide language on the disciplinary notice form to the effect that employee's signature is only on acknowledgement of receipt. The Employer and Union will encourage employees to sign disciplinary notices. Should the employee refuse to sign, a supervisor's signature will serve as evidence that the employee did receive the disciplinary notice. All notices will personally be given to the employee by management. If the employee calls off work, then the time for providing the notice will be automatically extended until the employee returns to work and completes two shifts.

#### **Section 4.06 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 or written statements used by the Employer as a basis for its action. Where such documents contain confidential patient care or legal information, such confidential information will be 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 access the Incident Report, a printed copy or electronic version will be provided by the Employer, at the investigatory interview.

#### **Section 4.07 Administrative Leave**

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

- A. If any employee is relieved of duty and placed on administrative leave due to a need for an investigation, interview or if the Employer determines it is necessary to remove the employee from the workplace, prevent the employee from operating a motor vehicle or from interacting with patients or customers.

- B. When clinical privileges are suspended during the course of an investigation/administrative process of inquiry.

The administrative leave will be paid for up to the first five (5) scheduled shifts thereafter the leave will be unpaid. If, following the Employer's investigation, it is determined the employee is to be subject to disciplinary action less than a suspension, the employee will be made whole for loss of any scheduled shifts.

At the time an employee is placed on administrative leave the employee will be provided notice of the reason for the administration leave. Employees will be required to cooperate, honestly and earnestly, in the investigation and remain available for an administrative interview.

The Employer will use its reasonable and diligent efforts to expedite the investigation proceeding for all employees on administrative leave. Employees are allowed to use available accrued Vacation while on administrative leave solely at the employee's option. The union reserve the right to grieve any disciplinary action that may be imposed during and/or after an Administrative Leave.

## ARTICLE 5 - GRIEVANCE PROCEDURE

### **Section 5.00 Grievance Defined**

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. The Company and Union are committed to written responses in a timely manner as outlined below. In the event the Employer does not respond to the Level 1 grievance within the ten (10) business days, the grievance will automatically move to Level 2.

### **Section 5.01 Informal Efforts to Resolve**

Employees should attempt to resolve problems informally with their immediate supervisor before resorting to the grievance procedure. Likewise, the Employer should attempt to resolve problems informally with a Union representative before resorting to the grievance procedure. Any agreement reached by and between an employee and his or her supervisor will be on a non-precedent settlement basis.

### **Section 5.02 Grievance Filing**

If informal efforts to resolve the grievance have failed, and the matter is not resolved, the dispute must be reduced to writing and presented in the form of a grievance within twenty (20) business days (business days defined as M-F) of when the filing party knew or reasonably should have known of an occurrence giving rise to the grievance. The grievance must be submitted on a form provided by the Union and signed by the grievant or an authorized representative of the Union.

### **Section 5.03 Request for Grievance Meeting**

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.

Level One – The employee or the Union through its steward or field representative shall submit the grievance in writing to the General Manager or his/her designee within twenty (20) business days of the occurrence giving rise to the grievance. The General Manager or his/her designee shall meet with the grievant and/or his/her representative within ten (10) business days and give his/her answer in writing within ten (10) business days after such discussion. In case of a discharge or suspension the grievance will automatically be moved to Level Two of the grievance procedures.

Level Two – If the procedure in Level One fails to resolve the grievance then, within ten (10) business days after the receipt of the Level One answer, the grievance shall be submitted to the Director of Labor Relations or his/her designee. The parties shall meet in an attempt to resolve the issue within ten (10) business days after such submission or at the next regularly scheduled Level Two meeting, if such there is, or by mutual agreement, the parties may submit the matter to some alternative non-binding dispute resolution procedure.

The parties may agree to rotate the location of step meetings. Any such meeting place must have adequate facilities, including separate rooms and utilities for both parties.

The Director of Labor Relations or his/her designee shall respond, in writing, within ten (10) business days from the date of the meeting. Upon mutual agreement, the parties may move to non-binding mediation through the FMCS prior to moving to arbitration.

Arbitration – If the matter is not resolved at Level 2 or through mediation, 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 Employer, within ten (10) business days of receipt of the proceeding grievance Level Two answer. All grievances submitted for arbitration shall be submitted to and an arbitrator selected in accordance with the procedures of FMCS.

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

### **Section 5.04 Participants**

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

### **Section 5.05 Arbitration Costs**

The fees and expenses of an arbitrator shall be shared equally by the parties. If an arbitrator requests a transcript of the proceedings for review, the costs shall be paid equally by the parties. However, each party shall bear the cost of retaining its own copy. Other expenses incurred by either party, including such as witness fees and other legal fees, etc., shall be the sole responsibility of the party incurring such expenses.

### **Section 5.06 Arbitrator Selection**

The parties will designate a list of five (5) arbitrators to hear all disputes referred to arbitration. Upon receipt of a written request for arbitration the parties will select an arbitrator by the process of alternately striking names from such list. The Employer will strike the first name in the first arbitration, and it will alternate thereafter. An arbitrator selected will be immediately notified and requested to submit available hearing dates. Should a member of the list no longer be available, the parties agree to add a replacement. By mutual agreement, the parties may agree to an arbitrator not contained in the list below.

List of approved arbitrators:

John Kagel

Catherine Harris

Kenneth Perea

Joel Schaffer

Monica Colondres

### **Section 5.07 Payment of Award**

The monetary award will be reduced by interim earnings received by an employee. The monetary award may also be reduced by any unemployment compensation received by an employee if the arbitrator deems the reduction to be appropriate.

### **Section 5.08 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 Director of Labor Relations or his designee and the USW International Staff Representative, and TEMSA Local 12-911 Staff Representative or the Union's Local President.

### **Section 5.09 Liability**

Liability for back wages, time off accruals, or any other economic benefit, shall be limited to two hundred-seventy (270) days from the date the parties have agreed to an arbitrator.

## ARTICLE 6 - PROBATION

The first six (6) months of employment are considered a probationary period for all full-time employees. The first nine (9) months of employment are considered a probationary period for all part-time employees. To ensure proper knowledge and skills, employees may be evaluated at various times throughout their probationary period. The Employer reserves the right to discharge employees at any time during the probationary period with or without just cause, and such action is not subject to the grievance procedure. An employee's probation period may be extended by mutual agreement between the Employer and the Union. Where applicable, all new employees will be eligible to receive all benefits provided under the collective bargaining agreement.

Probationary part-time employees must have a set schedule of a minimum of two (2) shifts per pay period.

Probationary employees hired after the date of ratification of this CBA must adhere to the following:

Probationary part-time employees may be assigned a set schedule of additional shifts up to the limits of their availability.

Probationary employees cannot participate in the shift bid process. Probationary employees will be scheduled based on their approved availability. Part-time employees may be assigned up to thirty-five (35) hours per workweek. Full-time employees may be assigned between thirty-six (36) and forty (40) hours per workweek or a 12/42 work schedule.

## ARTICLE 7 - EDUCATION AND TRAINING

### **Section 7.00 Paramedic Pay for Continuing Education Training**

All full or part-time paramedics who have worked at least seven hundred (700) hours in the last twelve (12) month period will be eligible for regular base hourly wage while attending CE courses while off duty. This will be up to a maximum of (48) hours of CE training every (2) years. The employee will be responsible for providing acceptable documentation of such time prior to payment for the time.

### **Section 7.01 Continuing EMT/Wheelchair Attendants Education and Training**

If employer fails to offer a sufficient number of training and education hours (not less than 24 hours annually) to reasonably permit all full-time EMTs/Wheel Chair Attendants to attend and/or complete the training necessary for maintenance of EMT and/or CPR certification, then the employer will reimburse employees up to \$300 every two years for continuing education costs directly relating to tuition, class fees, books and materials incurred from state approved C/E providers, CPR and EMT certification. Reimbursement will be made by the employer within 60 days of presentation of valid and appropriate receipts. Costs incurred for which reimbursement is not sought within two years from the date of accrual, are forfeited. Employer will reimburse part-time bargaining unit employees \$150 per each two years worked.

Employer will reimburse full-time EMT's for recertification fees required by the state and county upon proof of payment provided such reimbursement request is made within 60 days of issuance.

### **Section 7.02 Paramedic Re-certification and Re-licensure Costs and Fees**

The items listed below may be required to maintain paramedic certification, if required by the Local Emergency Medical Services Agency (LEMSA). Employer will reimburse full-time Paramedics any fees paid for course work upon verification of a passing score or certificate of completion, and presentation of receipt of payment except if the Employer offers in-house any of the following training courses within the three (3) months preceding the expiration date of employee's certification and there is an available opening in the training but employee elects not to participate, then the Employer will not reimburse employee for course fees and such fees will remain the sole responsibility of employee. The employer will make its best efforts to conduct courses in all counties in which it operates.

1. Advanced Cardiac Life Support
2. Basic Cardiac Life Support
3. Pediatric Advanced Life Support
4. Pre-hospital Trauma Life Support – or International Trauma Life Support
5. Any other license/certification required by the county or state.

Employer will reimburse full-time paramedics for recertification fees required by the state and county upon proof of payment.

Upon completion of each four-thousand one-hundred sixty hours (4,160) worked, Employer will reimburse represented employees for the renewal cost of the State of California Ambulance Driver License fee (as established by CA D.M.V.) upon presentation of the renewed certificate and receipt for proof of payment.

### **Section 7.03 Mandatory Training**

Employees are required to attend and/or complete Employer, State and County 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, State and County mandated training will be paid as hours worked. Off duty employees called in to work for training will be paid for the actual hours in training or a minimum of two (2) hours, whichever is greater.

The employer will provide yearly Mandatory training on all equipment for all employees. The Employer will post a training schedule or otherwise notify employees of a training schedule identifying mandatory training at least forty-five (45), but no less than thirty (30) calendar days in advance unless mandated by the County or State. The Employer shall offer a sufficient number of mandatory training sessions and will be offered in each county to reasonably permit all bargaining unit employees to attend and/or complete the training. The employees attending training will not be required to find their own relief. Employees will be required to be in uniform for a mandatory training course.

### **Section 7.04 Emergency Vehicle Operations Course ("EVOC")**

The Employer shall provide EVOC courses free of cost to the employees as it deems appropriate. Employees will be required to be in uniform for EVOC classes.

## 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. Evidence that the employee possesses a required valid license, certificate or accreditation must be received in Human Resources no later than 3:00pm on the day of or business day before (Mon-Fri) the expiration date. Certifications are not processed on weekends or company-recognized holidays. If, an employee is without a license, accreditation, or certification required by federal/state law, or local regulations, for performance of the duties of the job, the employee will be suspended, without pay for up to fourteen (14) calendar days and may be subject to progressive discipline up to and including termination. Notice of suspension will be issued electronically.

The employee must submit evidence of a valid license, certification, or accreditation within fourteen (14) calendar days of the suspension, or the employee will be terminated. If the Employer's Human Resources Department receives evidence of a valid license, certification, or accreditation, the employee will be returned to work. The employee will be returned to work on the first full day (Mon-Fri) after the employee submits the evidence, provided the evidence is received prior to 3:00pm. If the evidence is received after 3:00pm the employee will be returned to work within 2 business days. If the evidence is submitted after 3:00pm on a Friday, the employee will be returned to work no later than the following Tuesday. If the employee replacing the returning employee cannot be contacted or called off prior to the start of the returning employee's next shift, the returning employee will be returned the following day.

The suspension of an employee who, within the 14-day suspension period, presents proof of enrollment in a class necessary to obtain a valid license, certification, or accreditation will be extended to allow the employee to complete their class and obtain their license, certification, or accreditation. Provided the class is completed within thirty (30) days.

For employees working in Santa Clara County on their county accreditation, so long as the employee completed and timely submitted their recertification application to the satisfaction of the LEMSA, the fourteen (14) day suspension will be extended to allow the County to issue the re-certification.

### **Section 8.01 Medical Examiner's License Exam**

The Employer will contract with a medical professional to issue a Medical Examiner certificate. Employees who see another medical professional will do so at their own expense.

### **Section 8.02 Driver Exclusion**

Employees must remain insurable under the employer's vehicle insurance program to maintain their employment status.

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

Employees who have their driving privilege revoked for medical reasons will be entitled to a reasonable accommodation, if possible.

### **Section 8.03 Definition "At Fault"**

"At fault" shall be determined by Employer following consideration of investigation report(s) from qualified agencies, review of witness statements, diagrams and drive cam evidence. Such determinations shall take into consideration relevant facts including road conditions, vehicle status, driver status, etc. If a police report or citation is issued, such report or citation shall be considered in light of all other known facts.

### **Section 8.04 Unqualified Drivers**

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

1. Failure to:
  - i) hold a valid driver's license for a cumulative minimum of two (2) years except as excluded in Art 8.02 above.
  - ii) hold a valid California Ambulance Driver's License; and,
  - iii) 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 offense 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 seven (7) years due to a moving violation (a suspension for failure to appear is excluded.)
5. More than one at-fault accident in a ProTransport-1 vehicle within a two (2) year period that the company determines involved a person(s) or damage to property.
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 a felony, at any time.
11. Conviction for any "speed" contest or exhibition of speed while in a ProTransport-1 vehicle.
12. Conviction for fleeing/eluding any police officer.



13. A driving record which evidences disregard for the law, evidenced by an excessive number of non-moving type violations, excluding parking and/or "fix-it" tickets (i.e., failure to appear, financial responsibility, expired license, etc.)

Employees not qualified to drive as a result of any of the items in this Section 8.04 appearing on their 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**

Based on the needs of the operation, as determined by the Employer in its sole judgment, the Employer has the right to determine, establish, and change work schedules (temporarily or permanently), including starting times, lengths or types of shifts, number of shifts and the mix of different types of shifts and nothing herein shall constitute a guarantee of hours or days of work. The Company and Union will meet prior to a bid to determine schedules.

Regular work schedules shall be filled in accordance with Section 10.08 – Schedule Bidding.

### **Section 9.01 Workweek Defined**

The workweek shall be defined as a 7 consecutive day period beginning at 0000.00 hours Friday and ending the following Thursday at 2359.59.

### **Section 9.02 Workday Defined**

The workday is defined as a twenty-four (24) hour period beginning at 0000.00 hours and ending at 2359.59 hours.

### **Section 9.03 Pay Method**

Payroll is issued bi-weekly. All employees are eligible and strongly encouraged to participate in the direct deposit pay program. This electronic deposit of funds either produce a check stub instead of an actual check at each pay period or provide a method of electronic verification, provided, however, that if Employer adopts an electronic verification system employees will be allowed to print one hard copy each pay period of their electronic payroll record using company equipment at their station.

### **Section 9.04 Hours of Work – Paid Meal Periods**

Employer will comply with Federal, State or local laws pertaining to meal periods and rest breaks. In addition, all meal periods will be paid.

### **Section 9.05 Reporting /Call Back Pay**

An employee who reports to work as scheduled but who is not permitted to work the scheduled assignment will be assigned to another unit for all or part of the assigned shift.

If the assignment to another unit is not available, the Employer may assign the employee alternative duties. 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 a minimum of four (4) hours.

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

### **Section 9.06 Holdover**

A holdover is any work performed after the scheduled end of the original shift. Should the potential for a holdover arise, every reasonable effort will be to get the crews off on time, including finding voluntary coverage before a mandatory holdover is implemented.

No employee will be held over for longer than one (1) hour, with the exception of specialty calls (CCT, NICU/PICU, Code 3).

Employees will receive penalty pay of 0.5 hours of their base rate of pay when held over. Employees will receive penalty pay of an additional 0.5 hours of their base rate of pay when held over longer than one hour. The additional 0.5 begins at one hour.

Employees will not be assigned a new call while on holdover except by mutual agreement.

This section does not apply to Special Event shifts and Long Distance Transport shifts.

Holdover penalty will pyramid with overtime in accordance with Section 16.01.

### **Section 9.07 Definitions**

Block- A block is a recurring work schedule for a work week.

Shift- A shift, for bid purposes only, is a daily work commitment of 8 or more hours.

Vacant Block- Is a block that has become available for bid for the duration of the bid period.

Open Block- Is a block that is available to be filled on an indefinite temporary basis or bid as an Open Schedule.

Vacant Shift- Is a shift that is available to be filled on daily basis.

The Bid Period- Is the period between the time the bid is implemented and the implementation of the next bid.

#### **Section 9.07.01 Filling Vacant Blocks**

If a block becomes vacant, the block will be posted to employer's scheduling system and will be assigned to the most senior employee bidding the entire block. The vacancy created by assigning the block will be posted for 24 hours on the employer's electronic scheduling system and will be assigned to the most senior employee bidding the entire block. The successful bidders must retain the blocks they bid for the remainder of the bid period.

If a block becomes open, the shifts in the block will be posted and will be assigned in accordance with the

procedures set forth in 9.07.02 (A-D).

### **Section 9.07.02 Filling Open Shifts**

If a shift becomes open and the employer knows of the opening at least 24 hours in advance, if practicable the employer will post the open shift for 24 hours. Shifts will be assigned on the basis of seniority in the following order:

- A. Full-time employees if the shift will not result in overtime
- B. Part-time employees if the shift does not result in overtime
- C. Full-time with overtime
- D. Part-time with overtime

If a shift becomes open and the employer does not know of the opening at least 24 hours in advance the opening will be posted to the employers electronic scheduling system and will be assigned on a first come first serve basis.

### **Section 9.08 Special Events**

The Employer reserves the right at its sole discretion to select non-probationary employees for Special Events as it deems appropriate. In the event any specific training is needed to work at a Special Event, the Employer will provide such training at no cost to the employee.

### **Section 9.09 Shift Trades**

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. Shift Trades submitted less than 72 hours before the start of the shift may be approved or denied by the Station Manager.
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 4.02.
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. All shift trades are final once approved by Management.

#### **Section 9.10 Shift Substitutions**

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 Vacation/PSL and time on an approved leave of absence, will have their status changed to part-time.

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. Shift Substitutions submitted less than 72 hours before the start of the shift may be approved or denied by the Station Manager.
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. Substitutions cannot be used in lieu of leaves of absence.

### **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. Use of non-bargaining unit personnel will only be utilized once the process described in Article 9.07.02 has been followed.

### **Section 9.12 Disaster Strike Teams**

The Employer has the sole authority to appoint employees to strike teams when requested by local State or Federal governmental authorities in accordance with article 9.07.02. Both parties will meet to discuss compensation, if any, if a FEMA Disaster Contract is signed.

### **Section 9.13 Mandatory Shifts**

Should the employer be unable to meet its staffing requirement through its open shift or holdover process it

shall have the right to mandate employees to work in accordance with paragraph A below.

Mandatory shifts shall be filled as follows:

In the event there is a mandatory call in by the Employer that is not filled through the Open Shift or Holdover process, the Employer shall utilize full-time employees per station on a rotating basis for mandatory call-in in order of reverse classification seniority subject to the following:

- i. Employees who are already scheduled for a shift assignment will be passed over.
- ii. Employees cannot be mandated more than forty-eight 48 hours in advance
- iii. Mandated employees will receive half-time (.5) ("Mandate Premium") based on their regular rate of pay in addition to any overtime or shift differential to which the employee may be entitled, for all hours worked due to mandatory call-in. If a mandated employee can find shift relief for the mandated shift, the employee working the mandated shift shall receive the mandated pay premium. An employee that is on vacation, approved leaves of absence or has arranged for shift relief shall not be subject to mandate on those days.
- iv. Employees cannot be mandated for a shift later than 1700 on the day prior to the mandated shift date without mutual agreement.

If the company decides to offer voluntary mandate shifts, the company will broadcast specific shifts to be available for voluntary mandate shift pay, which will receive half-time (.5) mandate premium. The company will broadcast which shifts are available for voluntary mandate pay. The voluntary mandate shifts will be assigned to the first eligible crew.

If the shift(s) the company is looking to fill is more than 48 hours in advance, the company must offer voluntary mandate prior to administratively mandating employees.

### **Section 9.14 Long Distance Transfers (LDTs)**

The company may elect to add a shift to run a long-distance transfer. These shifts will be broadcast for employees to pick up and will be filled based on which employee(s) can run the transport at or closest to the requested pickup time of the customer.

For each 24-hour period, employees will be offered hotel accommodation (single occupancy) for long-distance transfers with a distance greater than 250 miles per the CAD system.

- Only patient loaded miles will be considered to qualify as a long-distance transfer.
- Employees will be on the clock during the transport until they arrive at the hotel. Employees will be clocked back in when they resume their travels.

For each 24-hour period, a food and non-alcoholic beverage allowance will be reimbursed up to \$60 per long distance transfer with a distance greater than 250 miles per the CAD system.

- Receipts must be provided and attached to an expense reimbursement form.
- Only patient loaded miles will be considered to qualify as a long-distance transfer.

## ARTICLE 10 - SENIORITY

### **Section 10.00 Seniority Defined**

Date of Hire Seniority - Seniority for full-time and regular part-time employees will 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 will remain unchanged.

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

### **Section 10.01 Definition of Regular Full-Time Employee**

Full-time employees are defined as those employees regularly scheduled to work thirty-six (36) hours or more per week. A Full-Time employee is not regularly scheduled to work thirty-six (36) hours per week if the employee is picking up the shifts or the schedule of another employee.

Non-probationary full-time employees must request to change their status to part-time, in writing to Scheduling and Human Resources at least fourteen (14) calendar days prior to status change date. A request to change status from full-time to part-time will be evaluated based upon operational considerations. The Employer will respond to the request to change status within fourteen (14) days following the request by the employee by using seniority and should not be unreasonably denied.

Probationary full-time employees will not be granted a change of status of full-time to part-time. The Employer will allow probationary employees to request to change their status from full-time to part-time due to having a school schedule that prevents them from maintaining their full-time status.

- To request a change of status, full-time probationary employees must submit a "status change request" form (located under the "Web Sites" section of ESO) and attach their school schedule to the request for the company to review.
- Change of status requests must be submitted at least two weeks prior to the requested change date.
- All requests will be evaluated based upon operational considerations and the information provided.
- Requests will not be unreasonably denied.

### **Section 10.02 Definition of Regular Part-Time Employee**

Part-time employees are defined as employees regularly scheduled to work less than thirty-six (36) hours per week.

Part-time employees will bid and must work a minimum of two shifts each pay period provided a shift(s) are available. Classroom training will not count toward the minimum shift requirement.

Non-probationary part-time employees may request to change their status to full-time, in writing to Scheduling and Human Resources at least fourteen (14) business days prior to the date of the status change. Employee-initiated request to change status will be evaluated based upon operational considerations and the Employer will respond to request to change status within fourteen (14) calendar

days following the request by the employee by using seniority and should not be unreasonably denied.

Probationary part-time employees may be granted a change of status to full-time based on operational need.

Part-time employees who become full-time employees will be given fifty percent (50%) of their part-time seniority for purposes of layoff, recall and bidding.

Part-time employees who have a schedule restriction that prevents them from being able to have a set schedule of at least two shifts per pay period, can submit a "Part-Time Exemption" form (located on ESO) submitting documentation as to why the employee is unable to commit to a set schedule for a specific timeframe. All exemptions will be evaluated and approved or denied based on operational needs.

### **Section 10.03 Loss of Seniority/Employment**

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 return to work from a recall within seven (7) calendar days, provided they have received proper notice. Proper notice is receipt by verifiable delivery sent to the employee's last known address. Such notices shall be cc'd to the Union representative(s).
- E. Failure to report to work when scheduled after an authorized leave of absence, unless an extension has been approved by the Employer.
- F. Being employed in a position with the Employer outside of the bargaining unit, excluding temporary reassignment to a light duty position in connection with an industrial injury. An employee returning to the bargaining unit within ninety (90) days will have their seniority reinstated. Prior to returning to the bargaining unit, the Employer and the Union will meet to review the Employee's disciplinary file and determine which discipline, if any, 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.
- I. An employee who is on a leave of absence is not eligible to bid. Upon return from leave of absence, the employee may pick up open schedules until the next bid. Both parties may mutually agree to an exception.

### **Section 10.04 Layoffs**

Should it become necessary for the Employer to reduce the size of the workforce and or substantial reduction of work hours that results in the layoff of employees, the Employer will notify the Union at the earliest possible opportunity, but no less than fourteen (14) days prior to the layoff and or substantial reduction of work hours for more than one pay period. Prior to any reduction of the workforce the Employer and the Union, upon the request of the Union, will schedule a meeting to discuss the impact on employees



and/or discuss possible alternatives. If no such mutually agreeable alternatives are found, layoffs or reduction of the work force and or hours will be by inverse order of Date of Hire seniority within a station and/or county. First probationary employees, then part-time and finally full-time.

#### **Section 10.05 Recall from Layoff**

As positions, hours or schedules become available, qualified laid-off employees who have not exhausted their recall rights shall be recalled beginning with the most senior laid-off employee from the station and/or county at which the opening(s) has occurred.

An employee who has been recalled and who has returned to work will have health benefits restored effective the first day of the month immediately after the month in which such employee returns to work.

Employees who have been notified in writing by the Employer that they will be laid off may apply for an existing, vacant position, hours or schedules in the bargaining unit provided that they meet all required qualifications. Such laid off employees will receive preference in the hiring process over non-employees provided they have notified the Employer in writing within seven (7) calendar days of receipt of layoff notification of their interest in applying for a vacant position in another classification for which they are qualified. Employees who accept a position with a lower pay rate will be paid the rate of pay of the new classification adjusted by tenure and will retain their position on the recall list until such recall rights have expired as provided in 10.04C above, or until recalled to their former position, whichever comes first. No new employee(s) will be hired into a classification until bargaining unit members recall rights have expired or at such time as all qualified laid off employees who notified Employer within the time period specified in the preceding paragraph of their interest in applying for other bargaining unit vacancies for which they are qualified and whose recall rights have not expired for such classification, have been recalled. Any employee who fails to respond to a recall notice within the time period specified in Section 10.04D, above, or declines a recall offer will be removed from the recall list.

#### **Section 10.06 Seniority Lists**

Seniority lists will be maintained in accordance with current bargaining unit local practices. All decisions which are subject to seniority application will be made based on the most recent seniority list(s) reviewed and approved by the Employer and Union's Local President or designee.

In the case of more than one employee having the same date of hire, the date of the employees' most recent application for the current classification that was received by the Human Resources Department, shall determine seniority. In the event two or more employees have the same date of hire and application date, seniority shall be determined by the time stamped on the employee's most recent application received by the Human Resources department.

Upon request by the Union, the Employer shall provide a seniority list of all regular full-time and regular part-time employees covered by this Agreement, of which shall include each employee's seniority date.

#### **Section 10.07 Schedule Bidding**

The Employer will provide a shift bidding process a minimum of three (3) times per year wherein employees will bid for available shifts by using the process listed below in 10.08. There will be two main bids (January – May and August – December) and one "mini" bid (June through July). The live dates will be no later than

the beginning of the first full pay period in the second month of the bid period. The timeline can be altered based on agreement between the company and the union.

The "mini" bid will be an optional bid for employees to participate in. If an employee wants to vacate the shift(s) they currently bid and participate in the optional "mini" bid, they must submit a "mini bid interest form" within five (5) business days of the "mini" bid being announced. The "mini" bid will have shifts for employees to bid on that are currently open, vacated by other employees, or newly added shifts. The "mini" bid will not be a new full template. Employees who do not want to change their current bidded shift do not have to take any action and will keep their shift for the upcoming "mini" bid and will not be called to bid.

The company will pay one (1) employee to sit in with the company during the bid and shall split the cost with the union if a hotel is needed. The employee will be of the Union's choosing. The company will pay wages for the employee for only the time sitting in with company during the bid. The resolution of disputes concerning the bid agreed to by the Company and Union representatives at the bid are final, provided no sections of the CBA are violated and further provided, no grievance is filed before the start of the bid period.

Employer will create designated and open schedules for all employees that are full-time and part-time to bid on. Bidding will be per station and/or county and done in the following order of classification seniority listed below.

For employees on an approved leave of absence, please reference article 10.03 H. and I.

**ALS Division:**

Shifts will consist of 10 and 12-hour shifts or combination thereof and filled in the following order.

- A. Full-time medic employees.
- B. Full-time grandfathered ALS EMT employees.
- C. Part-time medic employees.
- D. Part-time grandfathered ALS EMT employees.

**BLS Division:**

Shifts will consist of 8-, 10-, and 12-hour shifts or combination thereof and filled in the following order.

- A. Full-time EMT employees
- B. Part-time EMT employees

**MTS/ Gurney Van Division:**

- A. Full-time wheelchair/ Gurney Van employees.
- B. Part-time wheelchair/ Gurney Van employees.

Bidding out of multiple stations or a different station than an employee's current home station shall only be permitted providing there is a vacant position and the employee meets all county requirements. This can be done during the requesting employees bid selection time, provided the employee states the move is due to

moving or school. Employees must submit proof of either moving or school via the form located on ESO at least two (2) business days before the calling portion of the bid process.

Employees may request to bid as a full-time employee, even if they are currently not a full-time employee, if they submit their request to bid as a full-time employee at least two (2) business days before the calling portion of the bid process starts.

#### **10.08 Shift Schedules**

- A. The bid template will contain "Designated Schedules" (above the line) that are all static and also contain "Open Schedules" (below the line) that are a combination of static and flex shifts. Each employee can bid either on Designated Schedules or Open Schedules. Designated Schedules not bid will become part of the Open Schedules bid.
- B. Designated Schedules are full-time blocks for full-time employees designated by the employer. Nothing in this section should be interpreted to prevent a part-time employee from bidding on an available full-time schedule.
  - 1. Shifts will be bid as part of the designated schedules. Designated schedules will be a minimum of 36hrs per week. Designated schedules will not necessarily be limited to Specialty shifts.
  - 2. Specialty shifts are NICU/PICU and CCT. The Company will provide as many 12/42 schedules as possible, based on an operational need.
- C. Employees can bid on any combination of shifts from Open Schedules for which they are qualified.
  - 1. Full-time employees will bid on a minimum of 36 hours per week. Part-time employees will bid on schedules up to 35 hours per week.
  - 2. There will be a minimum of 8 hours between each shift worked, unless mutually agreed.

Employees will bid first on open shifts on Specialty units to specific hospitals or units to specific cities or counties (i.e., for use as the hospital, city or county discretion) ("specialty unit shifts") subject to the following additional bidding eligibility requirements:

- i) all required certifications must be up to date in order to bid on a dedicated unit; and,
- ii) employee must have completed all necessary area specific training components pertaining to the Specialty unit to which they are bidding

Employees bidding Specialty unit shifts (ie. ALS EMT, CCT and NICU/PICU) will be grandfathered until an opening is created by attrition or by bidding off a Specialty unit shift. Exempt for grandfathered Specialty unit shifts, all Specialty unit shifts will be bid on as designated schedules. An exception may be made at the customer's request. Once all the Specialty bid blocks are filled, employees who still do not have a full-time schedule will fill their remaining shifts using their bidding seniority. Employees bidding on Specialty unit blocks are not permitted to swap the entire block on a permanent basis.

Any new Specialty units that are put on the schedule or any vacancy will be filled by classification seniority.

### **Section 10.09 Bidding Schedule Timeline**

The Employer will share the initial schedule template and seniority list with the Union. The Union will provide its input to the Employer within 7 days. The Employer will post the shift schedule for a minimum of one week, prior to the shift schedule bid. The new work schedules will become effective approximately two weeks after the schedule bid depending on the company's pay period cycle.

The bid will take place during standard business hours, Monday through Friday 8:00am to 5:00pm.

### **Section 10.10 Static and Flex Shifts**

Static Shifts/Schedules are not subject to being slid without employees' consent. Flex Shifts/Schedules are subject to being slid before 1700 hours on the day before the shift, after 1700 hours by mutual agreement. Employer must contact the employee before 1700 hours about the schedule change.

Sliding a shift/schedule is changing the start and end times of a shift by up to one (1) hour.

Employees can only be slid three (3) times per pay period unless mutually agreed.

### **Section 10.11 Shift Lengths and Schedules**

Schedules created for the shift bid may consist of 8-, 10-, 12-, 12/42-hour shifts or combination thereof.

The company will make best efforts per station to have shift schedules consist of: Fifty percent (50%) of the scheduled unit hours for non-ALS EMTs each shift bid will consist of twelve (12) hour shifts and no more than twenty-five percent (25%) of the scheduled unit hours for non-ALS EMTs each shift bid will consist of eight (8) hour shifts.

### **Section 10.12 Float Positions**

Float schedules will be posted for bid. A floater schedule will be a fixed shift, a minimum of eight (8) hours and will be required to work through the shift they are assigned. Float employees are guaranteed a minimum of eight (8) hours of pay per scheduled workday. Float employees will be assigned to a unit or units throughout their shift according to the operational needs of the employer within their regional area.

### **Section 10.13 Reduction of Hours**

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, 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 (even it includes overtime) 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 10.14 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 or completion of the shift assignment.

## **ARTICLE 11 - HOLIDAYS**

### **Section 11.00 Designated Paid Holidays**

The following days are designated paid holidays:

- New Year's Day
- New Year's Eve for shifts starting 1600 hours or later.
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Christmas Eve for shifts starting 1600 hours or later.

All employees scheduled to perform work on a designated holiday must report for duty at their assigned station unless they have requested and received prior authorization from their supervisor to do otherwise.

### **Section 11.01 Holidays Without Pay**

If an employee desires time off to observe a holiday not listed above, such time off may be granted without pay, subject to the staffing needs of their respective department.

### **Section 11.02 Birthdays**

An employee may request a day off, without pay, on their birthday or on seven (7) days before or after their birthday, if two weeks' advance notice is given.

### **Section 11.03 Holiday Pay**

Employees working on a designated Holiday in Section 11.00 of this Article shall be paid at one- and one-half times (1.5X) the base hourly wage for the classification worked by employee on the designated holiday for all hours worked thereon.

## **ARTICLE 12 - VACATION / PAID SICK / LEAVES OF ABSENCE**

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

All full-time employees covered by this Agreement will 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 preplanned time off for items such as personal time and vacation and will be paid as time worked.

### **Section 12.01 Vacation Accrual Schedule**

Full-time employees shall accrue Vacation benefits for all hours worked in accordance with the following schedules:

<b>Years of Service</b>	<b>Accrual Rate</b>	<b>Hours</b>	<b>Max Accrual Cap</b>
0-1	0.03846	80	160
1-2	0.03846	80	160
2-3	0.05769	120	200
3-4	0.05769	120	200
4-5	0.07692	160	240
5-6	0.07692	160	240
6-7	0.07692	160	240
7-8+	0.09615	200	280

The above chart is based on an example of a 40-hour work week. If an employee works more or less hours the amount of Vacation accrued will vary.

Part-time employees will accrue Vacation at a rate of one (1) hour per every thirty (30) hours worked up to a maximum of thirty-six (36) hours per year. The maximum accrued for part-time employees is fifty-four (54) hours.

### **Section 12.02 Employees Paid Sick Leave (PSL)**

Employees will accrue Paid Sick Leave (PSL) at the rate of 1 hour per every 30 hours worked up to a maximum of seventy-two (72) hours each year. Unused PSL will be carried over from year to year.

PSL will accrue pro rata on a calendar year basis.

Effective January 1, 2025, all full-time employees who have completed four (4) continuous years of service shall have their seventy-two (72) hours of PSL frontloaded. This will continue every January 1<sup>st</sup> thereafter for all full-time employees who are eligible. Up to forty (40) hours of unused PSL may be carried over from year to year. Employees who are inactive or are on a continuous leave of absence in excess of 120 days at the time of frontloading are not eligible to receive frontloaded PSL.

PSL may be used for unplanned and planned time off in accordance with all applicable sick leave statutes. PSL is applied automatically when an employee is absent, but an employee may elect not to use PSL if requested at the time of their notification of the absence. If the employee elects not to use PSL, the

employee will be subject to Section 4.02. If PSL is used, the full amount of PSL is required to be used to cover the duration of the absence, or the amount they have available. PSL cannot be applied to cover tardiness unless the tardiness is caused by a reason protected by law.

### **Section 12.03 Vacation Usage**

#### **A. Planned Vacation Requests**

All requests for planned time off must be received via the Employer's electronic scheduling system at least one week in advance of the start of the requested time off. Approval is based on operational consideration and the employee having available Vacation. Requests will be approved or denied timely but no later than three (3) business days once being received.

If an employee submits a request less than one week in advance and the employer is unable to approve based on operational need, then the employee has the option to find their own coverage and be paid Vacation. Employee must follow the correct process under Section 9.10 for shift substitution.

A part-time employee requiring time off due to exigent circumstances may request an unpaid personal leave of absence.

Vacation may be taken in one (1) day increments. If the employee does not have enough Vacation at the time it is to be taken, the request will be denied.

#### **B. Paid Sick Leave (PSL) Used for Illness or Unexpected Absences**

Paid Sick Leave (PSL) is used when an employee is sick or has an unexpected absence. In that event, the employee should refer to the Attendance Section Article 4.02. For leaves of absence covered under FMLA, CFRA, PSL, etc., please refer to the individual leave policies regarding the option to use Paid Sick Leave (PSL).

An unexpected absence would be any absence that qualifies under the Healthy Workplace Healthy Family Act.

C. 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 12.04 Paid Sick Leave (PSL) and Vacation Carry Over**

Employees may carry over unused Paid Sick Leave (PSL) and Vacation not to exceed the limit listed in Section 12.01 and 12.02. If the limit is reached, Paid Sick Leave (PSL) and Vacation shall automatically stop accruing.

### **Section 12.05 Vacation Payout at Change of Status/Termination/Resignation**

When an employee goes from full-time to part-time, the employee will be paid out their accrued Vacation. An employee whose employment has been terminated or resigns, and who has 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 12.06 Leaves of Absence (LOA)**

The Employer fully complies with all local, state and federal requirements for granting of leave of absence (LOA) to eligible employees (for example, FMLA, PDLL, PFL, CFRA, or jury duty or military leave, etc.). In addition, the Employer grants a personal leave of absence on a case-by-case basis to employees. Any employee desiring any such federal, state, local or Employer leave of absence should contact Human Resources directly for assistance and guidance. During any such leave and in accordance with federal, state, and local laws, employees will be removed from the active schedule, and they will retain all rights to return to their previous schedule.

### **A. Personal Leave:**

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

Personal Leaves may be granted due to special circumstances, as determined on an individual basis. Personal Leaves may be granted at the sole discretion of ProTransport-1. If granted a PLOA, the employee may choose to use all accrued Vacation during their leave. The usage of Vacation will not extend the length of any PLOA.

If an employee is granted a PLOA, efforts will be made to hold their position open for the period of the approved leave.

An employee on a PLOA will be responsible for the employee full portion of the monthly premium of health insurance while on a leave of absence.

Failure to return to work at the end of a PLOA will be considered a voluntary resignation unless the employee has contacted the employer and requested additional time off.

### **B. Family, Pregnancy, and Medical Leave:**

Employees may request a leave of absence under the provisions of the Federal Family and Medical Leave Act of 1993; the California Family Rights Act as amended in 1993, the California Pregnancy Disability Leave Law or Paid Family Leave provided they meet all of the criteria required by these Acts. In all cases, the employee should make a reasonable effort to provide the Employer with not less than 30 days' notice of the intent and reason for the leave. Employees have certain rights and obligations under the Act and should contact human resources for assistance. Details can be found in the employee handbook.

### **C. Worker's Compensation Leave**

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

Employees who suffer a work-related illness or injury that renders them temporarily unable to perform their regular job duties shall be granted a leave of absence for up to twenty-four (24) months from the date the leave commences. The employee will be required to provide a complete release from the treating physician and pass the Employers Physical Agility Test (PAT), and upon return to work shall have all seniority reinstated.

In lieu of a leave of absence, the Employer may offer limited or light duty work to employees who suffer a work-related illness or injury, whenever such work is available, and the employee is able to safely perform such work that are within the employee's limitations. No employee shall be assigned light or modified duty work at locations greater than fifty (50) miles travel one direction from the employee's home station unless otherwise agreed to by the employee.

The employer will continue to provide health care benefits for employees on Workers Compensation leave as long as the employee keeps paying his/her normal contributions for health benefits up to a maximum of twelve (12) months



If after returning from time off for workers compensation disability an employee is unable to return to perform the essential functions of his or her job because of physical or mental disability, the Employers obligations the employee may include reasonable accommodation as governed by the American with Disabilities Act and State disability law.

#### **D. Non-Industrial Leave or Illness**

Employees who suffer a non-work-related injury or illness will be entitled to a leave of absence for up to twelve (12) months. In no event will the leave exceed the length of the disability. The employer shall continue to provide health care benefits for employees on an injury/illness leave as long as the employee keeps paying the full monthly premium for his/her health care benefits. The employee may discontinue health care benefits while on leave.

#### **E. Military Leave**

The employer will comply with all rights and obligations as identified in USERRA.

#### **F. Rights Upon Return from a Leave of Absence**

For employees returning from any leave of absence provided under this Agreement, other than those for which federal or state law mandates the terms and conditions of such a return to work, provided the employee gives seven (7) calendar days' notice of his/her intent to return the employer shall make every reasonable effort to return employees to an available, vacant position for which the employee is qualified. When an employee returns from any approved leave of absence, he/she shall receive the rate of pay (plus any applicable contract-date wage increases) and will be entitled to all seniority and benefits he/she had acquired and/or accrued prior to taking such a leave. Upon return from a Non-Industrial Leave or Illness or a Personal Leave ACA guidelines will apply regarding eligibility for benefits.

#### **G. Leave for Jury Service**

An employee who is called to jury duty will receive pay as time worked for any regularly scheduled shift they are required to miss, up to a maximum of two (2) weeks' pay per year. Transport related commissions or bonuses will not be paid for employees on jury service however, employees are allowed to retain any jury service pay or expense reimbursement from the Court. To receive this pay, the employee must provide proof of the hours served. Employees will be granted additional time off, without pay, for any further time required to serve obligatory jury duty.

Employees who receive a jury duty notice must submit a copy of their jury summons to Human Resources as soon as possible upon receipt in the mail. This will allow the Employer to anticipate and arrange for relief in the case of absence, should that become necessary. Employees must call Human Resources daily to report their jury duty status and when they anticipate returning to work. If the employee learns of a need to report for jury duty after 1700 hours, the employee must contact dispatch.

#### **H. Subpoena/Witness Service Leave**

For non-work-related subpoena/witness duty, the Company provided unpaid time or you may elect to use your available Vacation balance. If the testimony relates to work and/or duties for ProTransport-1, the employee will be paid without any loss of benefits, including an average of any transport commission or bonus for that day.

Employees must provide Human Resources as much advanced notice of any court appearance as soon as possible and must submit documentation.

#### **I. Bereavement Leave**

In the event of death in an employee's immediate family (defined as the employee's spouse, domestic partner, child (including still birth or any other type of reproductive loss), stepchild, parent, stepparent, mother-in-law, father-in-law, sister, brother, stepsister, stepbrother, aunt, uncle, grandparent, grandchild, brother-in-law, sister-in-law or significant other) bereavement leave will be paid.

Employees will be paid for the shifts that he/she is regularly scheduled to work up to a maximum of one week's time off. Should the employee need additional time off for bereavement, the employee may request

a personal leave of absence.

At the employee's request, the employee shall be permitted to take and complete the actual leave (consecutively or intermittently) of absence anytime within three (3) months following the date of death. In addition, any employee who is notified of a death in the immediate family while on duty, will be relieved upon notification from the supervisor, for the remainder of his/her shift with pay. All bereavement leave pay will be paid as time worked. Bereavement pay will only be granted when an employee submits evidence satisfactory to the Employer of the date of death and the relationship of the deceased to the employee. If an employee is on Vacation/PSL and a death occurs in the immediate family, the employee may request to convert the Vacation/PSL to Bereavement Leave. In no event shall the employee receive any pay greater than would have been paid had the leave been taken immediately (as described above).

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

This benefit will be available to all employees who have completed thirty (30) days of employment.

#### **J. Union Leave**

Employees may request a leave of absence for Union business without pay for a period of time not to exceed ninety (90) calendar days. This request must be in writing and must be accompanied by a letter from a Union representative requesting the leave of absence. Requests for leaves will be considered based on the impact on the Employer's operations. Employees on a leave of absence for Union business will continue to accrue Company seniority. The Company will not be unreasonable when the Union is requesting such leave. Employees on Union leave will be responsible for the full cost of health care benefits starting the first of the month after the leave begins.

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.
4. The employer will allow one person per station time off for contract negotiations.

#### **K. Equivalent extension of time in Disciplinary Action**

Any disciplinary action on file will be extended an equivalent length of time to any approved leave in this section.

#### **L. Miscellaneous Leaves**

Jury and Witness leave, Time off for school related activities, Rehabilitation leave, Literacy Assistance, Military leave, 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, Bone Marrow donation  
Medical LOA other than FMLA.

## ARTICLE 13 - UNIFORMS

### **Section 13.00 Uniforms 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, approved) by the Employer and adhere to the dress code while on duty. Employees shall be responsible to ensure that their uniform is clean, pressed and 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:

Items	Quantity Full-Time	Quantity Part-Time
EMS Pants	3	2
EMS Shirt with Patches	3	2
EMS Polo Shirts	3	2
PT-1 Official Logo Water Resistant Insulated Jacket	1	1
Black Belt	1	1
PT-1 ID Badge	1	1

Employees may also wear the following approved optional uniform items:

Solid Navy Blue or White Tee Shirts (official ProTransport-1 logo permitted) or other Tee Shirt as approved by Employer.

Employees shall be solely responsible for the cost of optional items.

Tee shirts may be worn only at the station while performing station duties. At all other times, employees shall wear EMS shirt over tee shirts.

Caps may be worn while on duty provided that the hat is not worn, stained, tattered or faded. Hat bills must be worn straight forward and hats must be removed while indoors. Hats must be either an official USW/TEMSA or ProTransport-1 hat or be solid black or navy blue with no logos.

A single Union pin, not to exceed one (1) inch in diameter and with a professional appearance, may be worn at the employee's discretion on employee's lapel or collar.

Employees shall accrue fifty dollars (\$50) per completion of 1040 hours worked for the verified purchase, replacement or repair of steel-toed boots, other approved footwear, or optional uniform items, up to a maximum cap of \$300.

The Employer will pay up to fifty dollars (\$50) per employee per year for the cost of alterations to the uniform.

### **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**

The Employer agrees to provide a cleaning/laundry allowance to employees to ensure that the uniforms consistently present a positive, professional image. Full-time employees shall receive a cleaning/laundry allowance in the amount of one hundred dollars (\$100) annually payable at the end of each calendar quarter.

Part-time employees working a minimum of one hundred twenty-five (125) hours per calendar quarter shall receive a cleaning/laundry allowance in the amount of forty dollars (\$40) annually payable at the end of each calendar quarter.

At the sole discretion of the Employer, the Employer may establish a process for the cleaning/laundrying of employee's uniforms. If such a process is established, the cleaning/laundry allowance shall discontinue. Biohazard contaminated uniforms will be professionally cleaned by the Employer in accordance with OSHA and/or other applicable standards and returned to the employee.

Employees on leave for a full calendar quarter will not be eligible for the allowances in 13.02 for that quarter.

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

All uniforms provided by the Employer shall be returned by the employees 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.

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

The appearance of all ProTransport-1 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, 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.

Mustaches must be kept neat and trimmed, not to extend beyond the corners of the mouth. Mutton chops, handlebars and other elaborate mustaches are prohibited. Sideburns should not extend past the bottom of the ear. Beards and goatees must be neatly and uniformly trimmed to a length not more than one half (1/2) inch in length. No 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 permitted.

All earrings, facial, mouth, tongue and other jewelry which, in Employer's opinion, creates a safety risk must

be removed while on duty.

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 State, Federal and Local laws relating to working conditions, 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 Company safety rules and regulations and violate the same or who fail to report unsafe conditions of which they become aware, may be subject to disciplinary action up to and including immediate discharge.

No employee shall be required to work with unsafe equipment which would be hazardous to his/her or to his/her co-workers and/or a patient's health and safety. Employees who report unsafe or unhealthy working conditions shall not be subject to disciplinary action.

### **Section 14.01 Safety Equipment**

Field employees shall be provided the following safety and protective gear, which shall be utilized by employees in accordance with local operating practices.

- A. Reflective Vests
- B. Hearing and Eye Protection
- C. Biohazard Protection: Goggle/Face Shields and rubber gloves
- D. D.O.T. Hazmat Boots
- E. A functional portable radio/telephone/Nextel or similar alternative communication device for each field unit.

### **Section 14.02 Employer Paid Immunizations**

The Employer agrees to provide immunizations and/or follow-up testing at no cost to employees. If the Employer does not provide the immunizations and/or follow-up testing identified below, employees may obtain said immunizations and/or follow-up testing from an Employer designated facility at no cost.

- A. Hepatitis "B"
- B. T.B.
- C. As required by the State Department of Public Health (DPH)
- D. Hepatitis B Titer

Employees who elect to obtain immunizations from a facility other than the facility designated by 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 (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 immunizations and/or testing.

### **Section 14.03 Crew Quarters**

The Employer shall provide an employee workstation and quarters which satisfy all applicable federal, state and local laws and regulations. The station and ambulances shall be kept clean, sanitary and in good condition by the employees assigned to work in such station and on ambulances, or as otherwise required by appropriate authorities. Each employee is personally responsible for the readiness and care of his or her assigned ambulance. For purposes of this Section, minimum readiness includes, but is not limited to:

1. Assuring that the unit is clean and presentable inside and out;
  2. Assuring, through completion of daily checklists, that all required materials are available on board in required quantities;
  3. Daily checklists, including ALS, BLS, CCT, NICU/PICU and Wheelchair units should be completed daily by each crew within fifteen (15) minutes of check-in. If the daily checklist items are not physically marked off and the checklist signed, they will be deemed not to have been completed; the employees must notify dispatch/supervisor of the reason for the delay.
  4. All vehicular or equipment maintenance and repair issues must be reported promptly in the company's electronic designated system, or any substitute reporting channel designated by Employer.
- Employees failing to complete daily checklists as required may be subject to discipline.

The Employer shall provide and ensure the following items are in good working order at the station. Employees will perform assigned station duties as required.

A. Chairs and/or sofa

- B. Dining table and chairs
- C. Space heater or equivalent heat system for employee sleeping quarters and lounge.
- D. One microwave oven
- E. One refrigerator
- F. One coffee maker
- G. Water filtration method or bottled water
- H. Television (27" or larger)
- I. Computer access or wireless internet connection for employee's personal computer provided that such use, at Employer's discretion, does not interfere with Employer's use of bandwidth for operations.

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

- A. Toilet paper
- B. Paper towels
- C. Hand soap

D. Light bulbs

The Employer will provide the station the following items in good working order up to and including but not limited to the items below

- A. Vacuum
- B. Broom and dustpan
- C. Mop and mop bucket
- D. Appropriate cleaning chemicals, cleaning brushes and gloves
- E. Toilet and shower as required by local or state EMS laws to maintain Employer's County operating permit

#### **Section 14.04 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 14.05 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 (2.5" blade or larger), explosives (e.g., fireworks), crossbows, bows and arrows, throwing stars, and brass knuckles.

#### **Section 14.06 Employee Privacy**

The Employer agrees that no audio or video surveillance or recordings shall occur in any employee sleeping areas, locker room/changing areas, bathroom/shower areas or other areas where crew members have a reasonable expectation of privacy. Common office areas, employee lounges, ambulances, or other areas not specifically listed above are excluded.

#### **Section 14.07 Smoke Free Workplace**

Smoking, E- cigarettes, and chewing of tobacco is strictly prohibited within fifty (50) feet of Employer's office area, ambulance crew quarters, ambulance bay, 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 which smoking product use would violate local ordinances. In case of dispute, the rights of non-smoking employees shall prevail. All smoking products users must properly dispose of all smoking material refuse and must eliminate all evidence of smoking use such as odor or breath before returning to duty. No smoking products can be used in non-designated smoking areas.

#### **Section 14.08 Posting**

Units shall have a 1.5-mile radius to roam from post. All posting areas will provide access to restrooms, water and will be in a well-lit area. All posting areas will comply with OSHA regulations.

## 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 of any changes in personal information such as:

- Home address
- Telephone number home and or cell phone
- Emergency contact
- Number of dependents
- Military Status
- Certifications and licenses related to job duties
- Physical limitations

### Section 15.01 Employee Right to File Copies

Employees may request and will receive at no cost, a copy of documents signed by Employee and placed in their personnel files.

## ARTICLE 16 - COMPENSATION

Any changes to the existing wage rates or rates of pay will be effective on the first day of the second pay period, following ratification by the Union. The Year Two wage scales will go into effect on the first pay period twelve months after the Year One wage scales go into effect.

### Section 16.00 Wage Scales

#### EMT Wage Scales

Annual Escalator	2.0%	3.0%	4.0%
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EMT Wage Scales				
Level at Ratification	Current	Ratification	7/10/2025	7/10/2026
1 year	\$20.96	\$21.45	\$22.09	\$22.98
2 years	\$20.96	\$21.45	\$22.09	\$22.98
3 years	\$21.38	\$21.81	\$22.65	\$23.67
4 years	\$21.81	\$22.25	\$23.21	\$24.38
5 years	\$22.24	\$22.91	\$23.91	\$25.11
6 years	\$22.68	\$23.60	\$24.63	\$25.86
7 years	\$23.14	\$24.31	\$25.36	\$26.64
8 years	\$23.60	\$25.04	\$26.13	\$27.44
9 years	\$24.19	\$25.79	\$26.91	\$28.26
10 years	\$24.80	\$26.56	\$27.72	\$29.11

Step Escalator	Step Escalator	Step Escalator
Year 1	Year 2	Year 3
—	—	—
—	—	—
2.0%	2.5%	3.0%
2.0%	2.5%	3.0%
3.0%	3.0%	3.0%
3.0%	3.0%	3.0%
3.0%	3.0%	3.0%
3.0%	3.0%	3.0%
3.0%	3.0%	3.0%
3.0%	3.0%	3.0%

*Employees off the wage scale will receive an annual increase of 4%*



Employees off the wage scale will receive an annual increase of 4% or the top step in each year scale, whichever is greater.

## Paramedic Wage Scales

Annual Escalator	2.0%	3.0%	4.0%
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### Paramedic Wage Scales

Level at Ratification	Current	Ratification	7/10/2025	7/10/2026
1 year	\$32.32	\$32.97	\$33.96	\$35.31
2 years	\$32.97	\$33.96	\$34.97	\$36.37
3 years	\$33.62	\$34.97	\$36.02	\$37.46
4 years	\$34.30	\$36.02	\$37.10	\$38.59
5 years	\$34.99	\$37.10	\$38.22	\$39.75
6 years	\$35.68	\$38.22	\$39.36	\$40.94
7 years	\$36.40	\$39.36	\$40.54	\$42.17
8 years	\$37.13	\$40.54	\$41.76	\$43.43
9 years	\$38.06	\$41.76	\$43.01	\$44.73
10+ years	\$39.01	\$43.01	\$44.30	\$46.08

### Step Escalator

Year 1
—
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%

### Step Escalator

Year 2
—
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%

### Step Escalator

Year 3
—
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%
3.0%

*Employees off the wage scale will receive an annual increase of 4%*

Employees off the wage scale will receive an annual increase of 4% or the top step in each year scale, whichever is greater.

The wage rate increases provided for in this CBA will be paid retroactive to July 10, 2024. The retroactivity payments will be paid in two equal installments to all employees employed by PT-1 on the date the CBA is ratified by USW/TEMSA. The first payment will be made on the first payday in April 2025. The second payment will be made on the first payday in July 2025

## Section 16.01 Overtime

Overtime is to be paid for work performed in excess of forty (40) hours in a workweek. Overtime will be paid at one and one-half times (1.5x) the employee's regular rate of pay. There will be no pyramiding of overtime and any other premium pay with the exception of holdover penalty as provided in Section 9.06 and mandate pay as provided in Section 9.13.

## Section 16.02 Differentials

The Employer will pay a 10% Night Differential in addition to the base hourly wage to all employees who work shifts designated as night shifts beginning at or after 16:00 hours.

The Employer will pay a two dollar (\$2) per hour differential to their base hourly rate to any employee that works a shift with a NICU/PICU shift ID.

Rig Chiefs are discontinued. Those employees currently designated as Rig Chiefs will continue to receive a \$0.50 per hour differential and will continue to perform Rig Chief duties while in such status.

Bariatric Differential: Employees must complete a bariatric differential form within 48 hours of their end of shift.

- 20% Bariatric Premium is paid if an EMT/Paramedic runs at least 2 bariatric calls while on shift.
- 20% Bariatric Premium is paid if an EMT/Paramedic runs a bariatric Long-Distance Transport (LDT) of over 50 miles.
- A bariatric patient is defined as 300+ lbs.

### **Section 16.03 Field Training Officers (FTO)**

The Employer has the sole authority to appoint employees to act as Field Training Officers. FTO's may receive a stipend of four hundred (\$400) per each passed/failed/terminated trainee. If a trainee has multiple FTO's, the \$400 FTO stipend will be prorated between the FTO's based on the number of days the trainee spent with each FTO. The Employer reserves the right to reduce or increase the number of FTOs appointed.

### **Section 16.04 Paramedic School Tuition Reimbursement Program**

Employer may, at its sole discretion, have a Paramedic School Tuition 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. 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.

Full-Time EMT's are eligible to participate in Paramedic school tuition reimbursement program after successful completion of their probationary period. Employees selected to participate in the program must maintain their full-time status while enrolled in the paramedic program. Employees who fail any portion of the paramedic program are not eligible for reimbursement.

In order to get reimbursed, an employee must successfully complete and become licensed in the state of California as a Paramedic. Employees are eligible to receive up to ten thousand dollars (\$10,000) for qualified expenses (tuition, books, internship fees).

Full-Time Paramedic Employees may submit for reimbursement after successful completion of their Field Training. Employees are eligible to receive up to fifty percent (50%) of the total reimbursement amount. Thereafter, the amount shall be pro rata over twenty-six pay periods (26). Employees must maintain their full-time status each pay period to be eligible.

### **Section 16.05 Minimums Only Scale**

This is a minimums only contract and nothing set forth herein shall preclude the Employer from paying its employees over scale and then, within its discretion, returning said employee(s) to scale or otherwise reducing their compensation, but in no event to a rate lower than the then current scale. New employees with previous relevant experience can be credited with years of service on the wage scale.

## ARTICLE 17 - HEALTH BENEFITS

### **Section 17.00 Benefits Offered**

The Employer agrees to offer all Regular Full-Time employees and employees who average 30 hours or more per week 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.

### **Section 17.01 Medical Insurance**

The Company offers a base medical insurance plan where the employer will pay 80% of the employee only monthly premium cost. Effective January 1, 2026, employees that have completed four (4) continuous years of service, the Employer will pay 80% of the employee's monthly premium cost for dependents. The employee pays their portion of the monthly premium through pre-tax deductions.

### **Section 17.02 Dental Insurance**

The Company offers a base dental insurance plan of which the employer pays 80% of the employee only monthly premium cost. Effective January 1, 2026, employees that have completed four (4) continuous years of service, the Employer will pay 80% of the employee's monthly premium cost for dependents. The employee pays their portion of the monthly premium through pre-tax deductions.

### **Section 17.03 Vision Insurance**

The Employer offers vision insurance coverage of which the employer pays 80% of the employee only monthly premium cost. Effective January 1, 2026, employees that have completed four (4) continuous years of service, the Employer will pay 80% of the employee's monthly premium cost for dependents. The employee pays their portion of the monthly premium through pre-tax deductions.

### **Section 17.04 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 17.05 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 17.06 401(k) Plan**

The employer will provide a 401(k) plan for full and part-time employees. An employee will be eligible to

participate as defined in the Plan but shall be at least 21 years of age and have worked 1 hour in 90 days from their date of hire. The employee may enter the plan the first of the month following 90 days. The employee will be eligible for the company match after working a minimum of 1000 hours during a consecutive 12-month period. The employee may elect to contribute pre-tax or after-tax up to the IRS imposed limits. The employer will match up to 100% of the first four percent (4%) percent of employee's salary. Vesting is 100% immediately for all employee deferrals and employer matching contributions.

#### **Section 17.07 Additional Benefits**

Some additional benefits that may be offered are:

- College 529
- Dependent Care Flexible Spending Account (FSA)
- Commuter Benefit Account (TRA)
- Legal Shield
- Gym membership and other discount options

The terms of the Plan shall control at all times and the existence or modification of the plan will be subject to IRS regulations. All other matters, terms, conditions and previous pricing will remain in effect between the parties subject to plan descriptions and subject to price fluctuations on an annual basis.

### **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 - 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, may be subject to discipline up to and including termination.

PT-1 controlled substance testing detects opiates, marijuana, phencyclidine (PCP), amphetamines, cocaine, cocaine & marijuana metabolites, benzodiazepines, barbiturates, methadone, propoxyphene and may test for any other substances identified in Schedules 1-V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812). Controlled substance testing will be performed with split urine samples by an HHS-certified laboratory under the National Laboratory Certification Program (NLCP).

## ARTICLE 20 - JOINT LABOR / SAFETY 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. Reasonable accommodation shall be made to allow employee participation.

The Committee shall use its best efforts to meet every 60 days. Employees who serve on the Committee shall be eligible for up to four (4) hours of pay per meeting. Beginning with the Employer, the parties will rotate responsibility to pay for the union employees.

The parties may agree to rotate meetings between stations in Oakland, Santa Clara, Pleasant Hill, San Francisco, Rancho Cordova, and Modesto, provided they have adequate space and facilities.

## ARTICLE 21 - INTEGRATION CLAUSE

### **Section 21.00 Severability**

This Agreement is subject to 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. Should any provision of this Agreement become inconsistent with the law or regulations the parties will meet and bargain in good faith to replace or modify such provision. 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 21.01 Amendments**

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

### **Section 21.02 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 which 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.

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 21.03 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.

## **ARTICLE 22 - MANAGEMENT RIGHTS**

### **Section 22.00 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, change or adjust shifts temporarily or permanently to accommodate changes in business needs, 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 thereof 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 22.01 Employer Rights**

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

### **Section 22.02 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 reserved rights.

### **Section 22.03 Determination of Applicant Qualifications**

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 qualifications. In the event an employee is denied a seniority –based change in status, the employee will be informed as to the reason.

#### **Section 22.04 Notification and Effects Bargaining**

If the Employer exercises any of its rights set forth in this Section 22.00, above, then the Employer shall notify the Union via a verifiable means at least ten (10) business days prior to implementation of any decision. Upon request by the Union, the employer will engage in effects bargaining concerning the noticed change. If, after written notification to the Union regarding such actions, the Union fails to respond via verifiable means within ten (10) business days, the Union waives its right to meet and confer and to file unfair labor practices claims against employer on the particular matter and employer shall be free to implement the noticed change in the workplace.

#### **Section 22.05 Company Rules**

Company rules and regulations shall be made available to each employee for his/her benefit and understanding. Any modification of these rules and regulations by the Company shall be provided to the Union so the Company and Union can meet to discuss before implementation and enforcement.

### **ARTICLE 23 - NO STRIKE/NO LOCKOUT**

#### **Section 23.00 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 23.01 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, however, that the arbitrator's scope of review shall be limited to whether the complained of employee conduct occurred and whether the discipline imposed was arbitrary or capricious.

### **Section 23.02 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:

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

## **ARTICLE 24 - OUTSIDE WORK**

For outside employment, 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.

## **ARTICLE 25 - 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 26 - HARASSMENT FREE WORKPLACE

There will not be harassment or discrimination of any type by any ProTransport-1 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 ProTransport-1 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 27 - PRIVATE AGREEMENTS

It is 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 28 - NOTICES

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

To the Union:

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

To the Employer:

Matt Condie, VP of Northern CA Operations and General Manager – [mcondie@protransport-1.com](mailto:mcondie@protransport-1.com)  
Mariah Merla, HR Director – [pt1hr@protransport-1.com](mailto:pt1hr@protransport-1.com)

## ARTICLE 29 – TERM

This Agreement shall become effective July 10, 2024, and will remain in full force and effect through July 9, 2027, for three (3) years. 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.