
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNITED STEELWORKERS



UNITY AND STRENGTH FOR WORKERS

UNITED STEEL WORKERS TEMSA LOCAL 12-911

AND



MANTECA DISTRICT AMBULANCE SERVICE

A NON-PROFIT CORPORATION

January 23, 2026 – December 31, 2028

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AGREEMENT

This Agreement shall be effective January 23, 2026 through December 31, 2028, and is by and between MANTECA DISTRICT AMBULANCE SERVICE, INC. (MDA), hereinafter referred to as the “Employer”, and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW), hereinafter referred to as the “Union”, on behalf of all employees specified within the NLRB certified bargaining unit as set forth in Article II, Recognition and Scope, of this Agreement.

PURPOSE AND INTENT

It is the purpose and intent of the parties to set forth certain agreements pertaining to terms and conditions of employment to be observed between the parties; to improve and promote the efficient functioning of all units; to provide quality patient care; to provide procedures for the prompt and equitable adjustment and resolution of grievances; and to maintain a positive relationship between the Employer and the employees.

ARTICLE 1 – RECOGNITION AND SCOPE

Section 1.01 – Recognition and Scope of Agreement

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

All full-time and regular part-time Paramedics and Emergency Medical Technicians employed by the Employer and who are performing work in the County of San Joaquin, California; excluding office clerical employees, guards, and supervisors as defined in the Act.

Section 1.02 – Supervisory Employees

The Employer recognizes the fact that bona fide supervisory employees are only those who fall under the definition of supervisor under the Act. It is not the Employer’s policy to establish jobs or job titles for the purpose of excluding employees from the bargaining unit.

ARTICLE 2 – UNION SECURITY

Section 2.01 – Union Membership

As a condition of employment, all active employees contained within the Employer database as of the effective date of this Agreement; and who are listed in the categories and classifications specified within Section 1.01 of this Agreement; and who are employed within the County referenced in the first paragraph of this Agreement; and all

future employees hired by the Employer into these same classifications and location(s), shall become members of the Union on the thirtieth (30th) day following the beginning of their employment or date of execution of this Agreement, whichever is later, and shall thereafter maintain their membership in the Union in good standing. Employees shall become and remain members in good standing by tendering all required monies due to the Union and said employees shall comply with the terms and conditions specified within all sections contained in said Article 2.

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

Each and every month, if there is a change, the Employer agrees to furnish the Union with a list of the names of all newly hired and / or terminated employees covered by this Agreement. The list shall be inclusive of the employees' name, address, home telephone number, social security number, classification, and date of hire and / or termination. The Employer shall also provide monthly notification of any changes either into or out of membership eligibility and / or obligation due to a change in job status. Said list shall be inclusive of the name, address, and classification of employees who were previously ineligible to become member(s) of the bargaining unit, but who have become eligible for benefit of such representation due to a change in the employee's job status.

Section 2.03 – Probationary Period

All newly hired Employees covered by this Agreement shall be on probation following this schedule:

- Full-time – six (6) continuous months of employment
- Part-time – twelve (12) continuous months of employment

Discharge of probationary employees during the term of the employee's probation shall not be subject to the grievance procedure of this Agreement. An employee's probation may be extended by mutual agreement between the Employer and the Union.

Section 2.04 – Dues, Assessments and Initiation Fees

Deductions: Upon receipt of a duly signed check-off membership / authorization card that has been individually, properly and voluntarily executed, the Employer will deduct from the employees' wages the required periodic dues, assessments and initiation fees in accordance with the United Steelworkers Constitution. Said deduction(s) shall thereafter be continued each month for those employees covered by this Agreement. A copy of such membership / authorization card shall be forwarded to the Financial Secretary of the Local Union.

Remittance: On or before the tenth (10) day of each month, the Employer shall promptly remit any and all amounts so deducted to the USW International Secretary-Treasurer. All such payroll deductions shall be sent to the International Secretary-

Treasurer, United Steelworkers, P.O. Box 644485, Pittsburgh, PA 15264-4485. Such remittances shall be accompanied by a completed USW Summary of Dues form R-115, or its equivalent.

Section 2.05 – Applicable Law

The foregoing provisions shall conform to all applicable Federal and State statutes and / or laws.

Section 2.06 – Union Activity

The Employer shall not discriminate against any employee engaging in legitimate official Union activity.

Section 2.07 – Union Notice

The Union shall be notified in advance in writing or e-mail of any rule, resolution, regulation, policy, or procedural change related to matters contained within the scope of representation that is not covered by the Agreement, that may be mandated and required by the county and / or state, or that is adopted and / or implemented by the Employer.

ARTICLE 3 – UNION RIGHTS

Section 3.01 – Union Stewards

The Employer recognizes the right of the Union to elect an appropriate number of Union Stewards. Stewards shall be recognized by the Employer upon receipt of written notification to the Employer of the selection and names of such Union Stewards. The Union shall also provide written notification to the Employer of any individuals who vacate their Steward position. Stewards and / or union representatives shall suffer no loss of pay or benefits for attendance at any and all disciplinary, discharge and investigatory meetings, Step One (1) grievance meetings held during their shift, or Step Two (2) or Three (3) meetings that take place. The Employer will schedule such meetings during the steward's and / or union representatives shift of the employees choosing. The employer shall make all arrangements for such meeting.

Section 3.02 – Access of Union Representatives

Duly authorized representatives of the Union shall be permitted to meet with employees on duty in order to conduct legitimate Union business, provided such activity neither disrupts nor interferes with the work of any employee. Upon site arrival, Union representatives will immediately notify the General Manager or his / her designee of their presence for any visitation. Any business and / or conversations between Union representatives and employees shall be conducted in a private location to ensure said communications remain completely confidential and secure.

Section 3.03 – Bulletin Boards

The Union may provide bulletin boards at each work site for use by the Union to post notices. All notices shall be signed by an official of the Union. Glass encased bulletin boards shall remain in place and the Union shall have access to such bulletin boards for the posting of Union material(s).

The Union will maintain on the Union board, a listing with updated information of the names of the President, the Vice-President, and Shop Stewards.

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

Section 3.04 – Employee mailboxes

The Union shall have reasonable access to all employee mailboxes for the purpose of communicating official Union business and information. The Union will have all responsibility and liability for the material distributed by the Union or its representatives. The Employer will not be responsible for placing Union communications in the employee mailboxes. Nothing in this provision shall impose an obligation on the Employer to maintain employee mailboxes.

Section 3.05 – Notification of Coverage

When an applicant is hired into a classification covered within this Agreement, the Employer will notify such new employee that the Union is recognized as the exclusive bargaining representative for employees in such covered classification(s).

ARTICLE 4 – MANAGEMENT RIGHTS

Section 4.01

Unless expressly limited by this Agreement, Employer retains and has sole and exclusive responsibility to manage, plan, direct and control all aspects of its operations, and to direct its employees and its work force. These rights, unless expressly restricted by other Articles of this Agreement, include but are not limited to the following rights: to hire, promote, transfer, demote, layoff, recall, discipline, suspend or discharge employees for just cause, to assign and reassign employees to new or different duties, hours of work and shifts, to modify job descriptions, to add to job classifications, to regulate the hours of work, to establish rules and regulation not in direct conflict with this Agreement, to introduce new operational methods, to introduce new equipment, to set

and regulate work and production standards, to determine the work pace, work performance levels and standards, to set and modify job classifications, to improve quality, to reduce costs, to implement hiring criteria, to make decisions regarding security, to regulate when non-Employer organizations may enter its property, to adopt, determine, modify, eliminate, or revise all rules, policies, practices, or procedures, and to perform any and all things which Employer deems necessary and desirable for the efficient and successful operations of the business.

The Employer agrees to notify and bargain with the Union, any changes that effect the terms and conditions of employment.

Section 4.02

Employer shall be the sole judge as to the reliability and competency of its employees and employees must perform their work to the satisfaction of Employer.

Section 4.03

This is not an exclusive list. Union and Employer intend that Employer's rights continue to be all rights, privileges, powers, and authority which it possessed or exercised prior to the execution of this Agreement or which are conferred upon Employer by law, unless otherwise restricted by the express terms of this Agreement or by local, state, or federal laws.

ARTICLE 5 – JUST CAUSE AND DISCIPLINARY ACTION

Section 5.01 – Just Cause

No employee who has completed his or her probationary period in accordance with Section 2.03 shall be issued a warning, suspension, transfer, demotion, or discharge without just cause. Probationary employees that are still under probation in accordance with Section 2.03 of this Agreement may be discharged or disciplined, with or without cause, at the discretion of the Employer.

For all non-probationary employees, the Employer shall apply the process of progressive discipline, as per Section 5.02. The level of discipline administered may vary depending upon the seriousness of the infraction. Prior disciplinary action is not a condition precedent to the discharge or discipline of an employee. The Employer has the discretion to skip steps where the circumstances dictate, and the level of infraction is serious. Progressive steps are as follows:

- Verbal warning
- Written warning
- Final written warning with possible Suspension of up to seven (7) calendar days

- Administrative leave if applicable, pending investigation results. See *Section 5.07, Administrative Leave, of this Agreement for details.*
- Discharge

For purposes of this Agreement, the parties recognize that many different types of conduct or infractions can constitute serious infractions that may give rise to skipping steps in the disciplinary process. The parties agree that the following substantiated reasons, among others, constitute a serious infraction:

- (i) fraud or dishonesty of any nature, including, but not limited to, theft, falsification of documents, lying in an investigation;
- (ii) drinking and / or drunkenness while on duty;
- (iii) using and / or being under the influence of a controlled substance while on duty or on the Employer's premises
- (iv) unlawful possession of a controlled substance while on duty;
- (v) unlawful sale of a controlled substance or attempt to engage in the sale of a controlled substance at any time;
- (vi) refusing to submit to drug or alcohol testing;
- (vii) a positive result in a drug or alcohol screen;
- (viii) any violation of Employer's Drug Free Workplace Policy;
- (ix) refusal to follow a lawful order of a supervisor or other representative of the Employer / insubordination;
- (x) failure to report for work as scheduled without permission on a repeated basis of more than two consecutive days or more than three days in any rolling 12-month period (No call, no show):
- (xi) material violation of Employer's safety rules;
- (xii) damage to any of the Employer's equipment or property caused by willful or grossly negligent action by the employee;
- (xiii) intentional destruction, damaging, or defacing of Employer property or the property of another employee;
- (xiv) violence, threat of violence or any violation of Employer's workplace violence or harassment policy;
- (xv) possession of weapons on Employer's property or while on duty.

- (xvi) Conduct that threatens the safety of employees and/or members of the public.

Section 5.02 – Corrective Action

A. Corrective Action Defined

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

B. Warning Notices / Time Limits

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

Section 5.03 – Representation During Disciplinary Meetings

Union representation shall be offered to be present for any meeting(s) which may result in disciplinary action being issued to a bargaining unit member in accordance with the Weingarten Act. If representation is declined, it shall be done in writing using the Declination of Union Representation form provided by the Union. Only this Declination of Union Representation form will be given to the Union.

Section 5.04 – Company Rules and Policies

Company rules, regulations and policies shall be made available to each employee and to the Union. Any modification of or addition to any current existing rules / policies must be presented to the Union and the Employees prior to implementation.

Section 5.05 – Disciplinary Notices

The Employer agrees to provide the Union copies of all disciplinary notices within seven (7) calendar days of issuance.

It is understood that verbal disciplinary notices for incidents of unsatisfactory performance for which there has been no recurrence for six (6) months shall be removed from employees file. Written warnings and beyond for incidents of unsatisfactory performance for which there has been no recurrence for twelve (12) months shall be removed from employees file. The Employer and Union encourage employees to sign disciplinary notices upon issuance, as it is solely recognized as an acknowledgment of receipt and not an admission of guilt.

Section 5.06 – Disclosure

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

Section 5.07 – Administrative Leave Pending Investigation

The Employer reserves the right to place employees on unpaid administrative leave for up to three (3) scheduled shifts. If the investigation requires additional time off for administrative leave, said leave shall be with pay. The employee will be made whole if no discipline is administered. The employee may use available PTO to cover their unpaid leave if they so choose. If the employee is paid, the employee will be credited back for the PTO used. An employee may be put on administrative leave for the following:

Any circumstance when an employee is relieved of duty pending an investigation due to a charge or arrest for alleged serious misconduct, which may include but is not limited to: exhibition of harassment, discrimination or dereliction of duty; patient abuse / neglect; violation of the Employers established Alcohol and Substance Abuse Policy; possession of firearms or weapons on Employer property; allegations of work place violence; theft of company property. All such matters require the charged party to remain on administrative leave until completion of the full investigative / administrative process.

Employees placed on administrative leave following suspension of their clinical privileges by the State or Local EMS Agency may be continued on unpaid administrative leave until completion of the EMS Agency or criminal proceedings.

Employees will be provided written notice of the reason for the investigation prior to being placed on administrative leave. Employees shall also be advised of their obligation to cooperate in, and during the investigation process, and will remain available for an administrative interview while on administrative leave. The Employer shall concurrently provide the Union representative with a copy of the issued written notice unless the employee has signed a Declination of Union Representation form.

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

The Union reserves the right to grieve any corrective action that may be imposed during and / or after an administrative leave based upon the results of its internal investigation.

Outcome of investigation leads to continued employment:

At the conclusion of the administrative leave, employees shall be returned to their regular assignments and / or served with notice of corrective action. If no corrective action is initiated, employees shall be fully reimbursed for all lost PTO and / or pay while

on administrative leave. Employees may grieve the corrective action as provided in the Agreement including the loss of PTO and / or pay while on administrative leave.

Outcome of investigation leads to termination of employment:

At the conclusion of the investigation if the decision is made to terminate employment, there will be no back pay for any time on *Administrative Leave without pay* and the balance of PTO not used will be paid out.

Unpaid Administrative Leave Pending Licensure / Qualifications:

See section 8.04 – Licensure / Qualifications for details.

ARTICLE 6 – GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.01 – Grievance Procedure

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

Employees shall be offered to have a union representative present and should attempt to resolve problems informally with their immediate supervisor before resorting to the grievance procedure.

Step One – The Union through its site 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. Responses will be sent via Certified Mail to the TEMSA Local President, Local Vice-President, and International Staff Representative.

In case of a discharge or suspension the grievance must be filed within ten (10) business days of the Union receiving notification of such discharge or suspension. Grievances resolved at this step shall not be precedent setting.

Step Two – If the procedure in Step One fails to resolve the grievance then, within ten (10) business days after the receipt of the Step One answer, the grievance shall be submitted to the General Manager, or his / her designee. The General Manager, or his / her designee, and the International Union Representative shall meet in an attempt to resolve the issue within ten (10) business days. The General Manager or his / her designee shall respond, in writing, within ten (10) business days from the date of the meeting. Responses will be sent via Certified Mail to the TEMSA Local President, Local Vice-President, and International Staff Representative.

Next, by mutual agreement in writing, the parties may submit the matter to some alternative non-binding dispute resolution procedure through the Federal Mediation and Conciliation Service (FMCS).

Disputes resolved at this level may be precedent setting if the parties mutually agree.

Step Three – If the matter is not resolved at Step Two (2), the Union may submit the grievance to arbitration. The Union must submit notice of intent to arbitrate in writing within ten (10) business days of receipt of the Management Step Two (2) response. All grievances submitted for arbitration shall be submitted to an arbitrator selected in accordance with the procedures of the Federal Mediation and Conciliation Service (FMCS), unless the parties can first mutually agree to an arbitrator. The arbitration shall be conducted under the prevailing Voluntary Labor Arbitration rules of the respective organization.

- A. The arbitrator's authority shall be limited to resolution of the particular 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(s) 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 disputes. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action where the Employer shall have the burden of production and proof at the hearing.

The arbitrator's function is to interpret the Agreement. The arbitrator shall consider only the particular issue presented in writing by the Employer and the Union. The arbitrator shall have no authority or power to add to, delete from, or alter any of the provisions of this Agreement.

- B. The fees and expenses of the arbitrator shall be equally borne between both parties. Other arbitration expenses incurred by either party, such as pay for witnesses, legal fees, transcripts fees, etc., shall be the sole responsibility of the party incurring such expenses. If a court reporter is ordered all parties who obtain a copy of the transcript shall split the court reporting / transcription fees equally.
- C. The decision of the arbitration shall be final and binding on the Parties.

Section 6.02 – Time Limits

By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and this extension must be confirmed in writing within the specified time limits. With a valid disclosed reason, a request of time extension will not be reasonably withheld by either party. In the event either Party exceeds, without having previously agreed to an extension, the time limits contained within this Article, the grievance settlement shall be written by the other Party and shall be final and binding.

Notwithstanding, both parties agree that time is of the essence.

For the purposes of this article, weekends and contractual holidays are not considered business days.

Section 6.03 – Participants

The Employer agrees that the grievant shall be allowed to participate in any and all steps of the dispute procedure.

ARTICLE 7 – HEALTH AND SAFETY

Section 7.01 – Employee’s Right to Refuse Unsafe Work

No employee shall be required to work in any situation where the employee feels their personal safety may be at risk or with unsafe equipment, which would be hazardous to him / her or to his / her co-workers and / or a patient’s health and safety. Employees who become aware of or feel their personal safety may be at risk or that they are utilizing unsafe equipment must notify the on-duty Paramedic Field Supervisor as soon as possible. No employee will be subject to discipline for reporting a legitimate health or safety problem.

Section 7.02 – Company Paid Immunizations

The Employer will either provide or pay the fees for only those immunizations that are in accordance with the recommendations of the United States Public Health Service Advisory Committee on Immunization Practices that are recommended by the County Health Officer. All employees shall either obtain each immunization provided by the Employer or sign a waiver as requested by the Employer.

Section 7.03 – Safety Equipment

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

- A. Leather Gloves
- B. Hearing and Eye Protection

- C. Safety Helmets with Face Shields
- D. A functional portable communications device shall be made available to each crewmember. All portable communication devices / radios shall include an appropriate holster / clip.
- E. Any other personal protective equipment mandated by federal, state, or local requirements.

Section 7.04 – DMV Physical Examinations

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

Section 7.05 – Fitness for Duty

The Employer retains the right to subject employees to fitness for duty medical examinations to ensure employees can safely perform the essential functions of their job classifications as specified in established Company job descriptions. The Employer may subject employees to fitness for duty medical examinations only when there are objectively identifiable reasons to believe that an employee may not be physically capable of performing the essential functions of their job classification. Before the Employer may require an employee to undergo a fitness for duty medical examination, the Employer shall document the objectively reasonable justifications for believing the employee may not be physically capable of performing the essential functions of their job classification and shall provide the employee with a copy of those justifications.

Medical personnel conducting fitness for duty medical examinations on behalf of the Employer pursuant to this section shall be Board Certified in Occupational Medicine. The Employer shall be solely responsible for the cost of fitness for duty medical examinations. Employees shall receive their regular compensation for all time spent commuting to and from fitness for duty examinations and for the time spent in the examination itself.

Medical personnel conducting fitness for duty medical examination pursuant to this section shall only report to the Employer whether the employee is fit for duty and, if unfit, only identify the employee's functional limitations to performing the essential functions of their job classifications. Medical personnel shall not disclose any additional information and Employees shall not be required to authorize a greater release of information to the Employer.

Employees who are found to be fit to perform the essential functions of their job classifications shall be allowed to continue working their regular positions and assignments. If an employee fails to pass a fitness for duty medical examination, the

employee will be placed on leave of absence for a maximum of six (6) months without pay or until the employee successfully passes the examination, whichever occurs first. Employees may utilize any available PTO during such a leave of absence. Employees determined to be unfit for duty shall have the right to an independent examination and to obtain a second opinion solely at their own expense. In the event a third opinion becomes necessary to resolve a substantial conflict between the first and the second opinions, the Employer shall bear the full cost of the third evaluation and opinion. If the employee is found fit for duty following a third examination, the Employer shall reimburse the employee for the full cost of the second examination and opinion.

Section 7.06 – Crew Quarters

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

Section 7.07 – Smoke-free / Tobacco-free Work Environment

For reasons of health, safety, building codes, and in consideration of others, the Company promotes a smoke-free / tobacco product-free work environment.

Employees are to refrain from smoking or using tobacco products in any Company building, Company vehicle, or on Company property. Smoking or using tobacco products while on duty, or while in uniform, where the public can see it or when in contact with the public is prohibited.

Additional breaks for the purpose of smoking or the use of tobacco products will not be provided.

Note: California defines vaping products, such as e-cigarettes, as "tobacco products" under Health and Safety Code § 104559.

ARTICLE 8 – EDUCATION AND TRAINING

Section 8.01 – Employee Continuing Education

The Employer will provide in house continuing education to all Paramedics and EMT's up to twenty-four (24) hours of continuing education per calendar year.

Section 8.02 – Employee Re-certification and Re-licensure Fees

Any license / certifications required by the State or County shall be reimbursed by the Employer to all Full-time Paramedics and Full-time EMTs for the re-licensure and re-accreditation fees incurred, upon proof of payment. All Part-time Paramedics and EMTs will be reimbursed for the above fees if they have met all minimum regular hours of work in the previous twelve (12) month period, upon proof of payment.

Section 8.03 – Orientation

All new employees will be provided with the Company “Standard of Orientation” program. During the orientation process, the Union Representative(s) shall be allowed up to one (1) hour to orientate new hires to the Union Contract and the business of the Union.

Section 8.04 – Licensure / Qualifications

All employees are required to present and maintain the appropriate licenses, certificates, and / or accreditations for the performance of their job responsibilities upon hire and through his / her tenure. The Employer agrees to notify employees of the expiration dates the Employer has on file for required licenses, certificates, and / or accreditations not less than 30, 60 and 90 days prior to expiration. This notification will be sent to the employee’s personal email address on file. Failure to maintain such licenses, certificates and / or accreditations may result in corrective action, up to and including discharge. It is the responsibility of each individual employee to ensure that all licenses, certificates, and / or accreditations are maintained.

Employees who perform work duties without the required license, certificate, and / or accreditation shall be subject to corrective actions up to and including discharge.

The following are discharge violations for performing work without these credentials:

- County Accreditation
- Ambulance Drivers License
- CPR Card
- Paramedic / EMT License
- DMV / Medical Examiners Card-if employee actually drove

The following are progressive disciplinary actions for performing work without the below credentials:

- Driver’s License
- DMV / Medical Examiners Card-if employee did not drive

Employees who notify the Employer prior to the expiration or loss of a required license, certificate, and / or accreditation shall be given thirty (30) days to obtain a current and valid license, certificate, and / or accreditation-this does not include scenarios listed in Section 8.05 Driver Exclusion. Employees whose required license, certificate, and / or accreditation expires shall be placed on unpaid administrative leave (this leave does not relate to Section 5.07 – Administrative Leave Pending Investigation) and receive a final written warning. Failure to obtain the required license, certificate, and / or accreditation within thirty (30) days shall be cause for discharge from employment.

Employees whose state or local license is temporarily suspended by a state or local agency (other than pending investigations covered by Section 5.07 of this Agreement) shall be placed on unpaid administrative leave for a maximum of ninety (90) days. Depending on the reason, an extension may be applied for by the Union if more time is needed. If approved, the extension will be up to thirty (30) days. If, after an investigation, it is known that the state or local license will be suspended for over ninety

(90) days, Section 8.05 Driver Exclusion, Part B. will be applied, and Employee will be discharged.

Employees may utilize allotted PTO solely at their option during any portion of the suspension. Employees shall be required to have all licenses, certifications, and / or accreditations up to date at the conclusion of the suspension. Failure to maintain such licenses, certifications, and / or accreditations shall be cause for disciplinary actions up to and including discharge from employment.

Employees on approved leaves of absences shall be required to have all licenses, certifications, and / or accreditations up to date prior to returning from leave except as otherwise provided in Article 12.01 of this Agreement. Failure to maintain such licenses, certifications, and / or accreditations shall be cause for separation from employment.

Section 8.05 – Driver Exclusion

- A. Employees who are excluded from driving company vehicles by the Employer's insurance carrier shall be subject to appropriate disciplinary action, up to and including discharge.
- B. All Paramedics and EMTs are required to maintain their driving eligibility and shall be solely responsible to remain properly certified and / or licensed according to State requirements to drive ambulance units. If after an investigation it is known the Employee has lost his / her certification and / or licensure to drive ambulance units, Employee will be subject to discharge.
- C. Upon the signing of this agreement by both parties, Manteca District Ambulance Service agrees to grandfather Jim Ayers, Paramedic, from this requirement.

ARTICLE 9 – HOURS OF WORK

Section 9.01 – Work Schedules

Work schedules shall be posted and / or provided to employees by the 15th of each calendar month.

- A. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or as a guarantee of days of work per week. The Employer reserves the right to add to the current work schedule to efficiently meet the terms of any of its client contracts, customers or system status requirements.
- B. The following definitions shall apply to this Article:

Downed Shifts – means when a shift is cancelled due to unforeseen personal or operational circumstances.

Unit, Unit Assignment or Position, Position Assignment – means the call sign or identifier for a particular ambulance or crew.

Shift – means the work hours per day as determined by the start and end times for the work period. Per Section 9.04

Shift Trade – means the exchange of assigned shifts between employees.

Unpaid Time Off – means the employees request time off without utilizing PTO.

Schedule – means the assigned calendar days in a week during which shifts are worked and the start times for each shift.

Employee Assignment – means the unit / position, shift and schedule worked by an employee.

- C. The Parties agree that the permanent work schedule for A-Shift, B-Shift, and C-Shift will be a 24 / 48-hour work schedule. D-Shift will be scheduled month-to-month in accordance with the following:
- a. A Shift – Monday / Wednesday
 - b. B Shift – Tuesday / Thursday
 - c. C Shift – Friday / Sunday
 - d. D Shift – Saturday / combination of one (1) additional 24-hour shift or two (2) 12-hour shifts.
- D. The Employer shall have the right to make changes, including adding new types of shifts (i.e., different shift lengths), but shall provide at least fourteen (14) days prior notice to the Union. The Employer shall, upon request, meet with the union to discuss the changes and consider recommendations and negotiate over the impacts of any proposed changes to work schedules.
- E. If San Joaquin County Emergency Medical Services Agency contract requirements mandates a work schedule change, the Union will be notified within 48 hours of the Company receiving such mandate. If time allows, the Company and the Union agree to meet and confer within 10 days of the Company receiving the work schedule changes. If time does not allow, both parties agree to meet and confer and come to an agreement by the time the mandate is required to start.
- F. Employee assignments shall be posted and / or provided to employees at least fourteen (14) calendar days prior to implementation.

- G. Downed Shifts may cause a work schedule to be vacated for a temporary period. During a downed shift the parties agree:
- a. Part-time employees will be relieved of their work schedule in reverse seniority order.
 - b. When no part-time employee is scheduled full-time employees will be relieved of their work schedule in reverse seniority order.
 - c. No full-time employees on their regularly scheduled shift will be relieved of their work schedule in reverse seniority order should there be another full-time employee on a scheduled overtime shift.
 - d. Another employee on the same work schedule may volunteer to be relieved by utilizing allotted PTO or Unpaid Time Off in lieu of relieving part-time or full-time employees in reverse seniority order.
- H. Managers, Paramedic Field Supervisors, and persons not otherwise covered by this Agreement are prohibited from working in bargaining unit positions or performing bargaining unit work except under the following circumstances:
- a. When necessary to avoid shutting down a field unit after exhausting the procedures identified in Section 9.11 of this Agreement.
 - b. In case of a declared federal, state, or local government emergency when all available personal are required to respond.

Section 9.02 – Shift Bidding

- A. Shift bids shall be conducted on a bi-annual basis. Shifts shall be posted for fourteen (14) calendar days prior to the bid process (i.e., prior to selection of shifts). Employees shall be awarded shifts based on classification seniority. Updated seniority lists shall be provided to the Union at least fourteen (14) calendar days before shifts are posted in anticipation of bid.
- B. Positions that become vacant between regular shift bids shall be posted for seven (7) calendar days and awarded to the most senior qualified Full-time employee within the same classification applying for the posted vacant position. Any resulting vacancy shall also be posted for seven (7) calendar days and awarded to the most senior qualified employee applying for the resulting vacancy. Bargaining unit employees, in accordance with Section 10.07 – Filling Vacant Positions, shall fill further vacancies.

Section 9.03 – Seniority for Scheduling

Part-time employees shall utilize the shift availability calendar to be considered for shifts. Part-time employees shall submit their availability to work shifts through the Employer's web-based scheduling software system by midnight on the fifth (5th) of each month for the proceeding month. Open and / or extra shifts in each classification will be offered in the following order:

1. Part-time employees by seniority who have marked "Prefer or Available" and will not exceed thirty-six (36) hours in the particular week by working the open / extra shift.
2. Full-time employees who sign-up on the Employer's web-based scheduling software system when paged out by the company prior to the schedule being released in accordance with Section 9.01.
3. Part-time employees by seniority who have marked "Prefer or Available" and will exceed thirty-six (36) hours in the particular week by working the open / extra shift.

If the standby / special events schedule is not filled by any available part-time or full-time employees, the least senior full-time employee shall be scheduled on the open event not to exceed two (2) per calendar year. Consideration will be given if the least senior full-time employee is working more than thirty-six (36) consecutive hours. If no MDA bargaining unit member is available to work, said shift may be covered by a non-bargaining unit person.

Section 9.04 – Workweek Defined

The workweek shall be defined as beginning at 0700 hours Monday and ending on the following Monday at 0659 hours. For purposes of computing overtime however, the hours of any shift that begin in one workweek and end in the next workweek shall be allocated to the workweek when the shift began. Payroll is issued bi-weekly. All employees are eligible to participate in the Direct Deposit pay program. Employees selecting electronic pay deposit shall receive a pay invoice each payday. If the company modifies the workweek, they shall notify the Union and employees at least thirty (30) days in advance of such a change.

Section 9.05 – Call In / Call Back Pay

Employees who are called in to work or called back to work to perform extra work shall be guaranteed a minimum of two (2) hours as time worked and \$40.00 callback pay bonus, as per current established past practice. Mandatory Employer meetings or training that is not required by the state or county shall be paid at straight time.

Section 9.06 – Report in Pay

An employee who reports to work as scheduled by or requested by the Employer and who is not permitted to work his / her hours shall be guaranteed a minimum of four (4) hours of pay or four (4) hours of work.

Section 9.07 – Notification of Holdover

Should the potential for a mandatory holdover arise, every effort will be made by the on-duty Paramedic Field Supervisor, or his / her designee, to find voluntary coverage before a mandatory holdover is implemented. No employee will be held over longer than two (2) hours beyond his or her regularly scheduled end of shift without the employee's agreement unless it is an emergency situation, such as a 911 call or emergency transfer.

Section 9.08 – Reporting for Work

Employees will report for work call-ready at the location of their assigned workstation at the assigned time for the shift.

Employees who are unable to maintain an acceptable standard of work performance or are unable to report to duty as regularly scheduled by the Employer as a result of outside employment will be subject to appropriate corrective action, up to and including termination.

The Employer will not pay any Workers' Compensation benefits for injuries or illness resulting from outside employment.

Section 9.09 – Meal Periods and Rest Breaks

All employees shall be allowed meal and break periods consistent with California Wage and Hour Regulations and applicable California Industrial Welfare Commission Standards.

To ensure that patient care is not jeopardized, meal periods may be interrupted only by a request for service from the dispatch center. Such affected employees shall be entitled to re-take the interrupted meal or break period or will receive one (1) hour of pay at the regular rate of pay for each interrupted or violated meal break or rest period. To qualify for the one (1) hour pay there must be documentation to show the employee was unable to take their lunch and / or break within a four (4) hour period, commencing when their meal / break time is allowed.

Section 9.10 – Maximum Consecutive Hours

Employees are not to be regularly scheduled more than twenty-four (24) consecutive hours without a minimum of twelve (12) hours off duty, except by mutual agreement

between the employee, the company, and with San Joaquin County Emergency Medical Service Agency approval. The total hours worked shall not exceed thirty-six (36) consecutive hours.

Section 9.11 – Filling Open Shift(s)

When the Employer determines a shift is open, such shift will first be offered to employees in the same classification in the following order:

1. Part-time employees by seniority who will not exceed thirty-six (36) hours in the particular week by working the open / extra shift.
2. Full-time employees by seniority.
3. Part-time employees by seniority who will exceed thirty-six (36) hours in the particular week by working the open / extra shift.
4. The employer reserves the right to allow any employee, on a first come, first serve basis, bargaining or non-bargaining, willing to work the open / extra shift on an emergent basis.
5. Once officially posted, non-emergent open shift(s), for the current month, will be awarded no later than the end of the twelfth (12th) hour from the time it was posted.

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

If the procedure described in this section results in a “hold-over”, an employee will not be required to holdover for more than two (2) hours without the bargaining unit member(s) agreement.

ARTICLE 10 – SENIORITY

Section 10.01 – Seniority Defined

The Employer and the Union recognize four (4) classifications within the Bargaining unit. They are Full-time EMT, Part-time EMT, Full-time Paramedic, and Part-time Paramedic.

1. Company seniority shall be defined as an employee’s continuous full-time or part-time employment from the employee’s most recent date of hire. Continuous

full-time seniority shall be used for purposes of determining time off allotments and benefits. Seniority for employees who change job classifications shall remain unchanged for purposes of time-off allotments and benefits.

2. Classification seniority shall be defined as an employee's continuous employment from the employee's most recent date of hire into the employee's current job classification. Such seniority shall be used for the purposes of determining shift bidding.
 - a. Part-time employees accrue classification seniority at one-half the full-time rate from the date they enter into part-time status.
 - b. Full-time employees who change to part-time status shall retain their full-time classification seniority. Full-time employees who change to part-time status begin accruing classification seniority at one-half the full-time rate from the date they enter into part-time status.
 - c. Part-time employees who change to full-time status shall retain their part-time classification seniority and begin accruing classification seniority at the full-time rate from the date they enter into full-time status.
 - d. EMTs who obtain and maintain a valid paramedic certification, but are not assigned to paramedic position, will continue accruing classification seniority as EMTs.
 - i. Full-time EMT's while in the bargaining unit that acquire a Paramedic License shall be able to use their SJCEMSA Paramedic accreditation date of seniority to bid on a full-time Paramedic position only. The accrual rate of seniority shall be the same rate as a part-time Paramedic. This provision shall only pertain to full-time EMT's that have acquired a Paramedic License while in the bargaining unit. This shall not affect or change any provision of the CBA regarding change of job classification.
3. Seniority lists will be maintained in accordance with current bargaining unit local practice. All decisions which are subject to seniority application will be made based on the most recent seniority list which has been reviewed and approved by the Union. Monthly, the Employer shall provide a seniority list of all regular full-time and part-time employees covered by this agreement if there are any changes from the last list provided.
4. In the case of more than one employee having the same date of hire, the date the most recent application for the current classification was received by the General Manager shall determine relative seniority. In the event two or more employees have the same date of hire and application date, relative seniority shall be determined by lot within the General Manager in the presence of the

employees involved and a Union representative. All applications will be date and time stamped at the time of their receipt by the Employer.

Section 10.02 – Definition of Regular Full-Time Employee

Regular full-time employees will be those employees who are regularly scheduled to work a schedule of forty-eight (48) hours per week.

Any full-time employee whose work hours per week fall below forty-eight (48) for a period of twenty-four (24) continuous weeks shall have their status changed to part-time if such reduction in hours was other than being on a scheduled vacation or an approved leave of absence.

Section 10.03 – Definition of Regular Part-Time Employee

Regular part-time employees will be those employees who are scheduled to work less than thirty-six (36) hours per week, and / or those employees who work on an intermittent, on-call, or temporary basis.

Part-time employees shall be required to work a minimum of Thirty-Six (36) hours per month, provided shifts are available. The use of unpaid time off will not satisfy this minimum work hour requirement. Employees may request an exemption to the minimum work hour requirement twice per calendar year. Requests for this exemption shall be made in writing to the General Manager and shall not be denied unless the request is made after the last day of the month the exemption is being requested for. Time spent completing education or training, whether compensated or uncompensated, shall not count towards the minimum hour requirement for part-time employees. However, the use of Paid Sick Leave Hours (PSL) will be used to satisfy the minimum thirty-six (36) hour requirement.

Part-time employees shall be required to work at least four (4) football standbys per calendar year.

Part-time employees who fail to meet the minimum work hour requirement without an approved exemption or excused absence, shall receive a written warning for failure to work the required minimum work hours. Employees will then be subject to progressive discipline for the next occurrence and each subsequent occurrence up to and including discharge. This progressive discipline shall be tracked separately from any other discipline an employee may have on file.

Seniority 10.04 – Return to the Bargaining Unit

Employees who accept assignment to supervisory or other non-bargaining unit positions retain their Company seniority and resume classification seniority if returned to a bargaining unit position within six (6) months of leaving the bargaining unit. Such

employees may only return to open positions and cannot cause the layoff of any bargaining unit employee.

Employees who remain in supervisory or other non-bargaining unit positions / assignments for more than six (6) months shall lose all classification seniority as defined by this Agreement.

Section 10.05 – Loss of Seniority / Employment

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

Resignation of employment.

Discharge for cause.

Twelve (12) months of continuous layoff. This may be extended in increments of three (3) months by mutual agreement of the parties.

Failure to report on recall to be scheduled following layoff within three (3) calendar weeks after notice by Certified mail, E-mail, and phone message has been sent to the employee. Such notices shall be cc'd to the Union representative(s).

Failure to report to work at the conclusion of an authorized leave of absence. An employee must give prompt notice to the General Manager if there is any change in their return date.

Occupation of a position outside of the bargaining unit for six (6) months or more.

Section 10.06 – Recall from layoff

As positions become available, qualified employees who have not exhausted their recall rights shall be recalled beginning with the most senior such qualified employee within the bargaining unit where such 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 after such employee returns to work. Qualified employees will have current and valid licenses and certifications.

Employees who have been notified in writing by the Employer that they will be laid off may apply for an existing, vacant position with the Employer provided that they meet all required qualifications. Employees who accept such a position shall be paid the rate of pay of the new classification and shall retain their position on the recall list until such recall rights have expired as provided in Section 10.04, C above, or until recalled to their former position, whichever comes first.

No new employee(s) shall be hired into a classification until such time as all qualified laid off employees whose recall rights have not expired for such classification have been recalled.

Section 10.07 – Filling Vacant Positions

Vacant positions shall be filled subject to the following provisions:

- A. Positions declared vacant by the Employer shall be posted for seven (7) calendar days.
- B. A panel made up of one (1) management and one (1) bargaining unit member shall review all candidates who apply and meet the eligibility requirement(s). Should all qualifications be equal for placement, inclusive of consideration of written warnings or above and / or performance issues, seniority shall be the determining factor.

Section 10.08 – Advance Notice of Layoff

The Employer shall notify affected employees of any reduction in force as far in advance as required by applicable law. In no event shall such notice be less than fourteen (14) days.

Section 10.09 – Seniority Application

For purposes of overtime, scheduling, layoff or recall from layoff, seniority shall prevail within any classification within the bargaining unit. For a temporary special assignment that provides increased pay, the most senior qualified candidate will prevail.

Section 10.10 – EMT's Bidding on Paramedic Position

Full-time EMT's while in the bargaining unit that acquire a Paramedic License shall be able to use their SJCEMSA Paramedic accreditation date of seniority to bid on a full-time Paramedic position only. The accrual rate of seniority shall be the same rate as a part-time Paramedic. This provision shall only pertain to full-time EMT's that have acquired a Paramedic License while in the bargaining unit. This shall not affect or change any provision of the CBA regarding change of job classification.

Section 10.11 – Shift Trades

All employees may be allowed to shift trade in accordance with the following procedure:

1. Both employees must submit a shift trade request on the web-based scheduling software.

2. The Employer's designated supervisor or scheduler will respond to the request within 12 hours. Trades will be approved at the discretion of the Employer designee. This discretion will be exercised reasonably.
3. Shift trades shall not result in additional labor costs to the Employer. Shift trades must occur during two consecutive pay periods.
4. Shift trades shall be for equal hours.
5. Shift trades shall not result in uncovered hours.
6. The shift trade of any employee may be denied by the Employer for cause or operational requirements.
7. The shift trade will not be allowed for the purpose of avoiding disciplinary action.
8. Employees will be held responsible for shifts they agree to cover.
9. Failure of an employee to work an agreed shift trade may result in termination of employee's shift trade privileges for up to six (6) months.
10. Exceptions to any of the above restrictions on shift trades may be made at the Employer's sole discretion.
11. Shift trades shall be unlimited.

ARTICLE 11 – PAID TIME OFF (PTO) AND HOLIDAYS

Section 11.01 – Paid Time Off (PTO)

Regular full-time employees shall have Paid Time Off (PTO) benefits computed as follows:

Paid Time Off Allotment Rates (Field Personnel)			
Years of Service	Annual PTO Allotment	Maximum Allotment Allowed	Number of PTO Weeks Earned Annually

0-1	96 hours	192 hours	2
1-2	144 hours	288 hours	3
3-5	192 hours	384 hours	4
6-11	240 hours	480 hours	5
12+	288 hours	576 hours	6

1. New hires to the Company will be provided twenty-four (24) hours of PTO after ninety (90) days of employment and an additional seventy-two (72) hours of PTO after six (6) months of employment.
2. Current employees with a change of classification from part-time to full-time will have their PTO allotted hours distributed on their full-time classification date.
3. PTO allotted hours will not be distributed more than one time in a 12-month period based upon your original full-time classification.

a. Example A:

Employee A was hired full-time on 10/1/2010. On 10/1/2013 Employee A was allotted 192 hours per PT Allotment Rates. On 3/1/2014 Employee A resigned to part-time classification and cashed out their PTO balance. On 7/1/2014 Employee A returned to full-time classification. Employee A would not be eligible for their PTO allotment until 10/1/2014.

b. Example B:

Employee B was hired full-time on 10/1/2010. On 10/1/2013 Employee B was allotted 192 hours per the PTO Allotment Rates. On 3/1/2014 Employee B resigned to part-time classification and cashed out their PTO balance. On 12 /1/2014 Employee B returned to full-time classification. Employee B would not be eligible for their PTO allotment based upon their original classification date because it is outside the 12-month period. Employee B would receive 96 hours on 12/1/2014.

Section 11.02 – PTO hours at Time of Termination or Separation

If you resign or are terminated by the Company for any reason during your employment, you will receive the balance of your PTO allotment at your current regular straight time rate of pay.

Section 11.03 – PTO Use

An employee may utilize allotted PTO on a daily basis provided the employee notifies the Employer at least twelve (12) hours prior to the start of the employee’s shift. If an employee calls in sick or encounters a personal emergency, the time limit shall be

waived and PTO may be used. Requests for PTO use in excess of one (1) day must be submitted at least three (3) days in advance of the intended usage date. Multiple requests for the same day off shall be approved in seniority order. PTO requests received with less than three (3) days' notice shall be approved to the extent local staffing requirements permit on a first come, first served basis. Once notified, the Employer will respond to the request within 12 hours. For requests made between 12 and 24 hours prior to the start of the employees shift(s), the employee shall contact the employer's representative via phone or in person to request PTO. Once the employer has approved PTO use for the employee, it can be canceled by the employer in a declared state of emergency.

Section 11.04 – PTO Pay

PTO benefits shall be paid as time worked.

Section 11.05 – PTO / Planned Time off Vacation Scheduling

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

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

Section 11.06 – PTO on or near Holidays

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

Section 11.07 – PTO Buyout

The following is the criteria for PTO buyout:

- You must have used 64 PTO hours during the previous twelve (12) months.
- You must have a balance of at least 96 PTO hours in your PTO account after buyout,
- Only one buyout of hours per calendar year is allowed.

The General Manager must approve buyout of PTO hours. All hours paid out will be paid at your regular straight-time rate, less normal payroll taxes, and will be recorded as

PTO hours taken. If you reach your maximum and are not eligible for buyout, you will not be allotted additional PTO until PTO is taken and the allotted balance is below the maximum.

Section 11.08 – Holidays

- A. Eligible full-time employees will be paid for the holidays recognized by the Company, as per the current employee handbook.
- B. Part-time employees who work on a designated paid holiday shall receive an additional half time (1/2) pay for hours worked, except employee birthday.
 - 1. New Year's Day
 - 2. Labor Day
 - 3. Memorial Day
 - 4. Independence Day
 - 5. Thanksgiving Day
 - 6. Christmas Day
 - 7. Employees Birthday

Section 11.09 – Unpaid Time Off

All employees shall have seventy-two hours (72) of Unpaid Time Off per calendar year. Unpaid Time Off shall be used in accordance with the following procedure:

- 1. The Employer's designated supervisor or scheduler will respond to the request within 12 hours.
- 2. Unpaid Time Off shall be for increments of at least 5 hours or more. Unpaid time off in increments of 1 to 4 hours will be permitted provided that the employee finds another employee to work for them and that employee follows the normal process to sign up for a shift.
- 3. Unpaid Time Off shall not result in uncovered hours.
- 4. Unpaid Time Off for any employee may be denied by the Employer for cause or operational requirements.
- 5. Unpaid Time Off will not be allowed for the purpose of avoiding disciplinary action.
- 6. Unpaid time off shall not result in any additional cost to the company. i.e. additional overtime, holiday pay or holdover pay. Straight time for straight time, overtime for overtime and classification for classification.

7. Exceptions to any of the above restrictions on Unpaid Time Off may be made at the Employer's sole discretion.

ARTICLE 12 – LEAVES OF ABSENCE (LOA'S)

All leaves governed by state and / or federal law shall be carried out in accordance with said laws.

Section 12.01 – General Information for all Leaves

Leaves of absence are unpaid with the exception of the Organ and Bone Marrow Donor leave. For FMLA / CFRA, Pregnancy Disability Leave and Personal Leaves, after the required use of PTO you have the option to use available paid time off (PTO) to cover the remainder, some, or all of the leave in accordance with state and federal law. The use of paid time-off will not extend the length of the leave to which you are otherwise entitled. You may be eligible for state disability insurance during your leave, visit www.edd.ca.gov for more information.

It is important to request any leave in writing as far in advance as possible, to keep in touch with your General Manager during your leave and to give prompt notice if there is any change in your return date. In addition, you may be required to provide us with a certification from a health care provider both prior to the leave and before reinstatement.

It is understood that you will not obtain other employment or apply for unemployment insurance while you are on a leave. Acceptance of other employment while on leave or failure to return on the day agreed without prior approval of the District will be treated as a voluntary resignation.

Seniority Date, Bid Seniority Date, and PTO Anniversary Allotment Date will not be adjusted for time away from work on a District approved leave of absence. While on an approved leave of absence, you will still receive your annual PTO allotment on your PTO Anniversary Allotment Date.

NOTE: All leaves of absences must go through the application process to be considered for approval. For any leaves of absences not approved, the time away from work will be considered an unapproved absence(s) and will be applied toward the Attendance Policy.

Section 12.02 – Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA) Leave

We will grant FMLA / CFRA leave in accordance with state and federal law in effect at the time the leave is granted. Please contact the General Manager as soon as you become aware of the need for an FMLA / CFRA leave.

Employee Eligibility

To be eligible, you must: (1) have worked for MDA for a total of at least twelve (12) months; (2) have worked at least 1,250 hours over the previous twelve (12) months; and (3) work at a location where at least 5 employees are employed by MDA.

Leave Available

If eligible, you may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. A 12-month period begins on the date of your first use of federal family and medical leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended. Leave may be used for one or more of the following reasons:

The birth or placement of a child for adoption or foster care

To care for a spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, or “designated person” related to you by blood or whose association with you is a family relationship equivalent with a serious health condition (limited to one designated person per 12-month period).

You are unable to work because of your own serious health condition

For any qualifying exigency because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation

An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member (military caregiver leave is only available under the FMLA; the CFRA does not provide a separate military caregiver entitlement)

Under some circumstances, you may take family and medical leave intermittently — which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. For baby-bonding leave, the District may require leave to be taken in minimum increments of two (2) weeks, except that you may take bonding leave on two (2) occasions of less than two weeks in duration. All bonding leave must be completed within twelve (12) months of the birth, adoption, or placement.

You may be granted family and medical leave for drug- or alcohol-related illness. We will reasonably accommodate you if you wish to participate in an alcohol or drug rehabilitation program. There will be a guarantee of a job upon your return from the leave. As it pertains to pay during this leave, the section noted Compensation During Leave / Use of Available PTO in this policy applies.

If you are pregnant, you may have the right to take a pregnancy disability leave in addition to a family and medical leave.

A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member’s health care provider.

If both you and your spouse are employed by the District, you may be limited to a combined total of twelve (12) workweeks of FMLA leave in a twelve-month period for the birth, adoption, or foster placement of a child, or to care for a parent with a serious health condition, and a combined total of twenty-six (26) workweeks for FMLA military-caregiver leave.

There is no combined-spouse limitation under CFRA; each eligible employee is entitled to their own 12-week CFRA leave.

Should a leave or an extension be requested and granted providing for leave longer than 12 workweeks in any 12- month period, such leave or extension will generally not contain a guarantee of reinstatement to the same or an equivalent position. We will grant leaves and extensions in accordance with state and federal law in effect at the time the leave is granted. You will be advised at the time the leave or extension is granted what conditions apply to that leave or extension.

Notice and Certification Requirements

If you wish to use family and medical leave you may be required to provide:

Thirty (30) days advance notice when the need for the leave is foreseeable
Medical certification from a healthcare provider (both prior to the leave and prior to reinstatement)
Periodic recertification, and
Periodic reports during the leave.

When leave is needed to care for an immediate family member or your own serious health condition and is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the District's operation.

Compensation During Leave / Use of Available PTO

FMLA/CFRA leave is generally unpaid. However, you may elect (or the District may require) you to use accrued vacation or PTO during your leave, consistent with applicable law.

If you receive State Disability Insurance (SDI) benefits for your own serious health condition, or Paid Family Leave (PFL) benefits for family-care or bonding, the District will not require you to use accrued vacation, PTO, or sick leave while you are receiving SDI or PFL payments.

If you are not receiving SDI or PFL, you may elect to use accrued PTO to cover part or all of your FMLA/CFRA leave. The use of paid time off does not extend the total length of leave to which you are entitled.

Benefits During Leave

We will maintain your group health insurance coverage while on this leave (to a maximum of six (6) months) if this leave is extended beyond 12 weeks and such insurance was provided before the leave was taken and on the same terms as if you had continued to work. In some instances, we may recover premiums we paid to maintain your health coverage if you fail to return to work following the leave. You will receive notice directly from the District's third-party administrator of your right to continue your benefits through COBRA.

If a District approved holiday occurs while on an approved leave of absence and you are using PTO that work week, you will receive the benefit of holiday pay for that holiday. If you are not using PTO while on an approved leave of absence and during the work week that an approved holiday falls, you will not receive the benefit of holiday pay for that holiday.

Contribution of Additional Benefits While on Leave

While on an approved leave of absence the District will not compensate the additional benefit of \$400 per month to Full-time employees who opt out of the health insurance plan.

Job Reinstatement

Upon submission of a medical certification that you are able to return to work (if you took family and medical leave due to your own serious health condition), you will be reinstated to your previous position or to an equivalent position with equivalent benefits, pay, and terms and conditions of employment. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if while on family and medical leave you would have been laid off had you not gone on leave, or if your job has been eliminated during the leave and there are no equivalent or comparable jobs available, then you would not be entitled to reinstatement. In addition, your use of family and medical leave will not result in the loss of any employment benefit that you earned or were entitled to before using family and medical leave.

If you and your health care provider decide you will return to work earlier than the approved return date, you need to notify the General Manager at least ten (10) calendar days prior to your return date so that your reinstatement can be processed.

This policy is intended to summarize employees' rights under the FMLA and CFRA Leave laws. Where this policy and applicable law differ, the law will control. Additional leave or accommodation may be available under the District's disability-accommodation policy and state or federal law. You should contact the General Manager for further information.

Section 12.03 – Pregnancy Disability Leave

We will grant an unpaid pregnancy disability leave to employees disabled on account of their pregnancy, childbirth, or related medical condition according to state and federal laws.

Leave Available

If you are disabled due to pregnancy, childbirth, or related medical condition, you may take up to a maximum of four (4) months leave (or 88 workdays for a full-time employee per pregnancy). "Four months" means the number of days you would normally work within four calendar months (one-third of a year equaling 17-1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences. If your schedule varies from month-to-month, a monthly average of the hours worked over the four months prior to the beginning of the leave shall be used for calculating your normal work month. A pregnancy disability leave does not need to be taken in one continuous period of time but can be taken on an as needed basis.

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your pregnancy disability leave. As an alternative, we may transfer you to a less strenuous or hazardous position or to less strenuous or hazardous duties if you so request, with the advice of your health care provider, if the transfer can be reasonably accommodated. We also comply with the law regarding reasonable accommodation for an employee disabled due to pregnancy, if you so request, with the advice of your health care provider.

Leave taken under the pregnancy disability policy may run concurrently with FMLA leave, but not with CFRA leave. However, following pregnancy disability leave, you may be entitled to an additional 12 weeks of CFRA leave for baby-bonding.

Notice and Certification Requirements

If you request to take a pregnancy disability leave you must provide reasonable advance notice, if possible. In addition, you must provide a certification from a health care provider of your pregnancy disability and need for leave and / or accommodation. The certification should include:

1. The date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer;
2. The probable duration of the period(s) of the disability or the period(s) for the advisability of the transfer; and,
3. A statement that, due to disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

Compensation During Leave / Use of Available PTO

This leave is unpaid. You will be required to use up to two (2) weeks (or up to 96 hours) of available PTO, which will run concurrently, at the beginning of your approved leave of absence. After the first two (2) weeks of your leave, you have the option to use

available PTO to cover some or all of the remainder of your leave. The use of available PTO will not extend the length of the leave to which you are otherwise entitled.

You may also be eligible for state disability insurance for the unpaid portion of your leave. All such used PTO will be coordinated with any state disability or other wage reimbursement benefits for which you may be eligible. At no time will you receive a greater total payment than your regular salary.

Benefits During Leave

We will maintain your group health insurance coverage while on this leave (to a maximum of six (6) months) if this leave is extended beyond four (4) months and such insurance was provided before the leave was taken and on the same terms as if you had continued to work. In some instances, we may recover premiums we paid to maintain your health coverage if you fail to return to work following the leave.

If your paid coverage ceases after six (6) months, you will receive notice directly from the District's third-party administrator of your right to continue your benefits through COBRA.

If a District approved holiday occurs while on an approved leave of absence and you are using PTO that work week, you will receive the benefit of holiday pay for that holiday. If you are *not using* PTO while on an approved leave of absence and during the work week that an approved holiday falls, you will not receive the benefit of holiday pay for that holiday.

Contribution of Additional Benefits While on Leave

While on an approved leave of absence the District will not compensate the additional benefit of \$400 per month to Full-time employees who opt out of the health insurance plan.

Job Reinstatement

Under most circumstances, upon submission of a medical certification that you are able to return to work from a pregnancy disability leave, you will be reinstated to the same position you held at the time the leave began or to an equivalent position, if available. However, when you return from a pregnancy disability leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if while on pregnancy disability leave you would have been laid off had you not gone on leave, or if your position has been eliminated or filled in order to avoid undermining the District's ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then you would not be entitled to reinstatement.

If you and your health care provider decide you will return to work earlier than the approved return date, you need to notify the General Manager at least (ten) 10 calendar days prior to your return date so that your reinstatement can be processed.

This policy is intended to summarize employees' rights under the Pregnancy Disability Leave laws. Where this policy and applicable law differ, the law will control. Additional leave or accommodation may be available under the District's disability-accommodation policy and state or federal law. You should contact the General Manager for further information.

Section 12.04 – Workers' Compensation Disability Leave

We will grant a workers' compensation disability leave to you if you have an occupational illness or injury in accordance with state law. As an alternative, we will try to reasonably accommodate you with modified work, where such work would be appropriate and is available. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

Notice and Certification Requirements

You must report all accidents, injuries and illnesses, no matter how small, to your immediate Supervisor. In addition, if you have provided the District with a Pre-designation of Personal Physician form, you must provide a certification from your health care provider as received throughout your entire leave.

Benefits During Leave

We will maintain your group health insurance coverage while on this leave up to a maximum of twelve (12) months if such insurance was provided before the leave was taken and on the same terms as if you had continued to work. If leave is extended beyond this time, you have the option to continue your present health insurance coverage under COBRA guidelines. You will receive notice directly from the District's third-party administrator of your right to continue your benefits through COBRA.

If a District approved holiday occurs while on an approved leave of absence and you are using PTO that work week, you will receive the benefit of holiday pay for that holiday. If you are *not using* PTO while on an approved leave of absence and during the work week that an approved holiday falls, you will not receive the benefit of holiday pay for that holiday.

Contribution of Additional Benefits While on Leave

While on an approved leave of absence the District will not compensate the additional benefit of \$400 per month to Full-time employees who opt out of the health insurance plan.

Job Reinstatement

Upon the submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. If you are disabled due to an industrial injury, the District will attempt to accommodate you. If you are returning from a workers' compensation disability leave that runs concurrently with a family and medical leave, then the provisions of the family and medical leave policy will also apply.

Section 12.05 – Personal Leave of Absence

We may grant a Personal Leave of Absence provided you submit a written request for such leave. The District reserves the sole right to approve or deny any request for such leave.

The District's operational needs, your reason for leave, your job performance, requested length of leave and length of employment all will be considered in determining whether your request will be granted.

Notice and Certification Requirements

To request this leave, notify the General Manager in writing at least thirty (30) calendar days in advance of the need for the leave, or as soon as possible. If this leave is for your own health condition, medical certification from a healthcare provider (both prior to the leave and prior to reinstatement) is required. It is important to keep in touch with the General Manager during your leave and to give prompt notice if there is any change in your return date.

Compensation During Leave / Use of Available PTO

This leave is unpaid. You will be required to use up to two (2) weeks (or up to 96 hours) of available PTO, which will run concurrently, at the beginning of your approved leave of absence. After the first two (2) weeks of your leave, you have the option to use available PTO to cover some or all of the remainder of your leave. The use of available PTO will not extend the length of the leave to which you are otherwise entitled.

You may also be eligible for state disability insurance for the unpaid portion of your leave. All such used PTO will be coordinated with any state disability or other wage reimbursement benefits for which you may be eligible. At no time will you receive a greater total payment than your regular salary.

Benefits During Leave

The District will not compensate, nor make any contributions to your group health insurance coverage while on this leave starting at the 1st day of the following month in which the leave commences. You have the option to continue your present health insurance coverage under COBRA guidelines. You will receive notice directly from the

District's third-party administrator of your right to continue your benefits through COBRA.

If a District approved holiday occurs while on an approved leave of absence and you are using PTO that work week, you will receive the benefit of holiday pay for that holiday. If you are not using PTO while on an approved leave of absence and during the work week that an approved holiday falls, you will not receive the benefit of holiday pay for that holiday.

Contribution of Additional Benefits While on Leave

While on an approved leave of absence the District will not compensate the additional benefit of \$400 per month to Full-time employees who opt out of the health insurance plan.

Job Reinstatement

We cannot guarantee to hold a particular job open for a personal leave of absence. If you return in a timely manner from an authorized leave you will be returned to your former position if possible, to another position for which you are qualified, or you will be offered the first available opening in a comparable position for which you are qualified.

When you return, you must furnish a physician's certificate verifying you are physically able to perform the full duties required for the job if the leave was for your own medical reasons.

If you (and your health care provider if leave is for your medical condition) decide you will return to work earlier than the approved return date, you need to notify the General Manager at least ten (10) calendar days prior to your return date so that your reinstatement can be processed.

Conditions Related to Termination During Leave

During the period of the leave, if you are engaging in gainful employment, including self-employment, unless agreed to in writing by the District, or you fail to return to work on the day agreed without prior approval of the District, you will be considered to have voluntarily quit.

Section 12.06 – Bone Marrow and Organ Donation Leave of Absence

You will be eligible for up to 30 business days paid leave in any one-year period for organ donation and up to five business days paid leave for bone marrow donation. A 12-month period begins on the date of your first use bone marrow and organ donation leave. To qualify, you may be required to provide us with written verification of your status as an organ or bone marrow donor and the medical necessity for the donation. Leave for organ or bone marrow donation will not be considered a break in your service for the purpose of salary adjustments, paid sick leave, PTO allotment, annual leave or

seniority. We may require you to use up to five days of available PTO or paid sick leave for bone marrow donation leave and up to two weeks of such time for organ donation leave. Any remaining time off will be paid at your normal base rate of pay.

Section 12.07 – Civil Air Patrol Leave

Volunteer members of the California Wing of the Civil Air Patrol may take up to 10 days of unpaid leave per year when you are called to respond to an emergency operational mission. To qualify for this leave you must be an employee for at least 90 days immediately preceding the commencement of the leave and you will be required to give us as much notice as possible of the intended leave dates.

Section 12.08 – Victims of Violent Crimes, Domestic Abuse or Sexual Assault

If you are a victim of domestic violence, sexual assault, or stalking, you may take time off work to:

- obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or his or her child;
- seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
- obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and / or
- participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

The District will also provide reasonable accommodations for ensuring your safety while at work, unless doing so would create an undue hardship for the District. Such accommodation may include a transfer, reassignment, modified schedule, changed work telephone, installed lock, implemented safety procedure, or other adjustment to a job structure, workplace facility, or work requirement. Where possible, please provide your supervisor or the General Manager reasonable notice of your need to take time off under this policy and / or your need for an accommodation. We may require proof of your participation in the activities covered by this policy and / or certification regarding your need for the accommodation.

The District will not discharge, threaten with discharge, demote, suspend, or in any other manner discriminate or retaliate against an employee in the terms and conditions of employment because the employee has taken time off under this policy. If you

believe this policy against discrimination and retaliation has been violated, please notify the General Manager.

You may use appropriate sick leave or available paid time off for any absence under this policy. Otherwise, the time off will be unpaid.

Section 12.09 – Time Off for Crime Victims

You may take time off from work, without fear of discrimination, if you, an immediate family member (spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather), or your registered domestic partner are a victim of a violent or serious felony, or of felony theft or embezzlement.

Before you may be absent from work under this provision, you must provide a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, no disciplinary action will be taken against you if you, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from any of the following:

- The court or government agency setting the hearing.
- The district attorney or prosecuting attorney's office.
- The victim / witness office that is advocating on behalf of the victim.

You may use appropriate sick leave or available paid time off for any absence under this policy. Otherwise, the time off will be unpaid.

Section 12.10 – Jury Duty / Court Service

If you receive a notice to report for jury duty, please notify your Supervisor immediately. If you are a non-exempt employee and are called to serve on jury duty or to make a court appearance, this time will be without pay. Exempt employees will be paid in accordance with state and federal law.

Proof of serving on jury duty and the amount of jury pay to which you are entitled will be required.

If the employee is excused from his / her jury or subpoena obligation and more than eight (8) hours remain in the employee's normally scheduled workday, the employee shall return to work.

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition in same, shall be granted time off without loss of pay or benefits if required to appear by a government agency and the incident giving rise to the subpoena is work related. The employee must submit documentation representing time spent in compliance of said subpoena to their General Manager upon their return to work in

order to receive payment for such time. If the employee is excused from his / her obligation and more than eight (8) hours remain in the employees normally scheduled workday, the employee shall return to work. The Employer shall notify the employee within twenty-four (24) hours of the receipt of a subpoena at the Employers operation.

Section 12.11 – Paid Family Leave

Please see Employee Handbook

Section 12.12 – Military Service

Leave without pay is provided to you when you enter military service of the armed forces of the United States or are in the armed forces reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any applicable state law.

Notice Requirements

It is important to provide notice and request this leave as far in advance as possible, to keep in touch with the General Manager during your leave and to give prompt notice if there is any change in your return date.

Compensation during Leave

This leave is unpaid.

Use of PTO

You may have your PTO benefits run concurrently with this leave to receive pay if you so desire. Once the PTO balance is at zero, then this leave is without pay.

Benefits During Leave

For leaves that are thirty (30) days and under, we will maintain your group health insurance coverage while on this leave if such insurance was provided before the leave was taken and on the same terms as if you had continued to work. If this leave is thirty-one (31) days or more, you have the option to continue your present health insurance coverage under COBRA guidelines. You will receive notice directly from the District's third-party administrator of your right to continue your benefits through COBRA.

Job Reinstatement

You will be reinstated to your position under the guidelines provided in the USERRA Act of 1994.

Section 12.13 – Military Spousal Leave

You may take up to 10 days of unpaid leave when your spouse is on leave from deployment during a period of military conflict. To qualify for this leave:

1. Your spouse must be a member of the Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or a member of the National Guard or Reserves who has been ordered to active duty and deployed during a period of military conflict
2. You must be employed for an average of 20 or more hours per week
3. You must provide us with notice of your intent to take this leave within 2 business days of receiving official notice that your spouse will be on leave from deployment
4. You must submit written documentation certifying your spouse will be on leave from deployment during the requested leave time

Section 12.14 – Voting Time Off

You may take time off without loss of pay to vote at statewide elections if you do not have sufficient time outside of working hours to vote. See your Supervisor at least two working days prior to Election Day if time off for voting is required. No more than two hours of the time taken off for voting will be without loss of pay. The time off for voting will be only at the beginning or end of your regular work shift, whichever allows the most free time for voting and the least time off from your regular work shift.

If you serve as an election official on Election Day, you will be granted unpaid time off for this purpose.

Section 12.15 – Emergency Duty Leave

Based on the needs of the District and at the sole discretion of management, if you are a volunteer firefighter, peace officer, an employee or member of a disaster response entity sponsored or requested by the state, you may be granted time off for emergency duty. Request time off as soon as possible by notifying the General Manager. You may also request unpaid leave for required training.

Section 12.16 – School Activities

We encourage you to participate in the school activities of your child(ren). If you are the parent or guardian of children in kindergarten through grade 12, or who attend a licensed child daycare facility, you may take up to eight (8) hours in any month or a total of forty (40) hours per school year to participate in school or day care activities, including: (1) to find, enroll, or reenroll your child in a school or with a licensed child care provider; (2) to participate in activities of the school or licensed child care provider; or

(3) to address a child care or school emergency (no monthly limitation of eight (8) hours applies to emergency usage).

Please provide your Supervisor with as much advance notice as possible. This time will be without pay, but you may use available paid time off.

Section 12.17 – School Suspension Leave

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should notify your Supervisor as soon as possible before leaving work. No discriminatory action will be taken against you for taking time off for this purpose. You will need to provide documentation of your need to attend a meeting at the school. This time off is without pay but you may use available paid time off.

Section 12.18 – Union Leaves

Provided there is adequate staffing and service will not be drastically reduced, upon receipt of a formal written request from an officer of the Local Union, a maximum of (1) employee may be granted, without pay, leave for up to five (5) working days, per request up to a maximum of Thirty (30) total working days per calendar year, to attend Union conventions, conferences or Union sponsored training. The Employer will not unreasonably withhold approval of such leaves.

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 thirty (30) days per calendar year to work for the Union.

Article 13 – EMPLOYEE BENEFITS

Section 13.01 – Health Care: Medical, Dental and Vision

The Employer shall on a monthly basis submit contributions to the medical plan of the employee(s) choice. Employee(s) shall select their medical, dental and vision option(s) from a Union sponsored cafeteria of choices or the current MDA sponsored plan.

February 1, 2026:

Employee only:	Actual Cost or \$1,050.00 / month, whichever is less
Employee and family:	Actual Cost or \$2,150.00 / month, whichever is less

January 1st, 2027:

Employee only: Actual Cost or \$1,100.00 / month, whichever is less
Employee and family: Actual Cost or \$2,250.00 / month, whichever is less

January 1st, 2028:

Employee only: Actual Cost or \$1,150.00 / month, whichever is less
Employee and family: Actual Cost or \$2,300.00 / month, whichever is less

Any additional costs to said medical, dental and vision plan elections shall be borne exclusively by the employee(s) and shall be so deducted via payroll deduction.

Section 13.02 – Workers’ Compensation

The Employer pays premiums for workers’ compensation insurance in full.

Section 13.03 – Employee Assistance Program (EAP)

The Employer recognizes that early recognition, intervention and treatment are important for successful rehabilitation and for reduced work, personal and family disruption. All employees will be eligible for participation in the Employee Assistance Program. An employee who voluntarily participates in the EAP provided by the Employer with the express purpose of correcting a personal incapacitating habit may do so without jeopardizing their continued employment with the Employer, provided they stop an involvement with illegal activity and do not jeopardize any of their required licenses. The Employer shall maintain the confidentiality of all employees participating in EAP programs.

Section 13.04 – MDA Retirement Plan

MDA offers a 401k Safe Harbor Plan for full-time and part-time employees. The plan is available to employees after being employed for 12 consecutive months, worked a minimum of 1,000 hours during the 12 months, and is at least 21 years of age as per the plan guidelines. Entry to this program happens twice a year on June 1 and December 1. Once the eligibility requirements are met, the next “entry date” is when the employee can choose to start this program.

The eligible employee can contribute to the plan with pretax dollars and the company matches the employees’ contribution 100% to a maximum of 6% of gross wages. Employees are 100% vested in the company’s contributions at inception.

For each employee covered by this agreement, the company will contribute 3% of their gross annual wages into a company sponsored profit-sharing program. This contribution will be in addition to any employer match to the 401k Safe Harbor Plan. Contributions to this plan will be made annually on November 30th of each year covered by this agreement.

For complete details of the plans and enrollment guidelines, see the Plan Administrator.

Section 13.05 – Additional Benefits

The employer shall also continue to offer additional programs, such as AFLAC. Full-time employees who opt out of the health insurance plan shall continue to receive the \$400 / month as per current practice. Effective March 2, 2015, new hired and employees transferring to part-time, the benefit in lieu of \$.50 per hour will be discontinued upon ratification. Current part-time employees shall continue to receive \$.50 per hour in lieu of health insurance benefits as per current practice.

Effective June 11, 2018, new hired and current employees transferring to part-time and back to full-time will no longer be eligible to receive the \$400 / month for opting out of the health insurance plan.

Section 13.06 – Bereavement / Funeral Leave

In the event of death in an employee's immediate family (parent, spouse, registered domestic partner, sibling, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, and other family members residing in your household), bereavement leave will be provided. Eligible employees, defined as having thirty days (30) of employment, will be paid for any regularly scheduled shifts, up to a maximum of three (3). An additional two (2) days of unpaid leave will also be provided. The employee shall be permitted to take and complete the actual leave of absence anytime within ninety (90) days following the date of death. One of the days off must be the day of the service, however, the days do not need to be taken consecutively. In addition, any employee who is notified of a death in the immediate family while on duty, will be relieved upon notification from the management, for the remainder of his / her shift with pay. Such pay will be paid as time worked.

If an employee is on vacation and a death occurs in the immediate family, the employee may request to convert the vacation to Bereavement Leave.

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 operation conditions permit such an absence at the sole discretion of the Employer.

For approval of Bereavement Leave pay, documented proof shall be required.

ARTICLE 14 – COMPENSATION

Section 14.01 – Wages

SEE APPENDIX A

*The Annual Wage scales go into effect on the first day of the pay period following ratification date.

*After ratification adjustments are completed, current Employees will progress on the wage scale on their annual classification date.

*Any Premium Pay for Union covered employees is paid at time and one-half (1.5) of the regular rate of pay. Daily overtime shall not be applicable to any shifts that are in excess of eight (8) hours per workday. However, weekly overtime for hours worked over forty (40) in a workweek shall be paid at the rate of time and one-half (1.5) the regular rate of pay.

*Notwithstanding the wage scale above, the parties agree that all employees shall always be paid at least 130% or 1.3x the applicable California minimum wage. The parties further agree it is their intention that Cal. Labor Code Section 514 applies to Employees under this Agreement.

*Newly Hired Employees will be placed on the wage scale per Section 14.02 and will move to the next step of the wage scale on their annual classification date.

*Employees who's pay is at or above step 11 when a new annual wage scale goes into effect will receive a 5% COLA or will move to the new annual wage scale at the same step, whichever is greater.

* The wage rates for all positions as contained in the wage scales of Exhibit A are equal to or in excess of thirty percent (30%) above the California minimum wage and thus, pursuant to Section 3 (H) of California Wage Order No. 9, 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.

Section 14.02 – Appointment – Wages

New entrants into the bargaining unit may be hired above the entry-level step on an exception basis with 50% of his or her prior experience.

Section 14.03 – Holdover Pay

The Employer has established shifts of twenty-four (24) and twelve (12) hours. Holdover is defined as any employee being held beyond their scheduled shift. Should an employee be required to hold over, the full-time employee shall receive one half (.5) time additional compensation at the regular rate of pay as a premium for all hours held over, unless the full-time employee is already receiving one half (.5) time at the regular rate of pay for the same time period. Part-time employee holdover compensation shall be paid as per current established practice.

Section 14.04 – Preceptor Pay

Employees will be allowed to be Paramedic Preceptors if they comply with all of the San Joaquin County Emergency Medical Services Agency Policy No. 2570 and any and all future required qualifications and duties as per SJCEMSA guidelines.

MDA will not be responsible for any actions that are deemed inappropriate by the preceptor. MDA does withhold the right to deny employees to be preceptors if they do not follow all policies / procedures of MDA and SJCEMSA.

The number of interns at MDA must be controlled by MDA and will be determined by the workload, quality of interns, etc.

Section 14.05 – Field Training Officer (FTO) Pay

Employees who meet the FTO job description qualifications and are selected by the Employer to be FTOs will be paid an additional one dollar (\$1.00) per hour for all hours performing the duties of an FTO.

Section 14.06 – EMTs Who Hold a Paramedic License

Full-time EMT's while in the bargaining unit that acquire a Paramedic license and are accredited with SJCEMSA but choose to remain in the EMT classification shall be allowed to work on the part-time Paramedic list as follows:

May only be utilized to fill a Paramedic shift or partial shift provided that no other part-time or full-time Paramedic has accepted the open shift.

Shall be allowed to accept shift trades with Paramedics.

Shall not be eligible to bid on any temporarily vacant Paramedic positions.

Shall not be allowed to drop a shift that may result in the shutting down (browning out) of any unit to fill a Paramedic shift.

Shall be compensated for all hours worked at the Paramedic rate as identified within the Collective Bargaining Agreement. Should the EMT's base hourly EMT rate be higher than the Paramedic wage rate, the EMT shall be paid at the applicable rate that is not less than his / her current EMT rate.

Full-time EMT's who are Licensed Paramedics that choose to work an open Paramedic shift shall not gain seniority in the Paramedic classification.

2. There shall be one (1) EMT and one (1) Paramedic per ambulance; the balance shall be attained through normal attrition processes. When a full-time Paramedic vacancy occurs, that vacancy shall be filled as a full-time Paramedic vacancy.

3. The company reserves the right to staff ambulances with two (2) Paramedics and / or two (2) EMTs due to operational needs. Therefore, open vacancies for EMTs may

be filled with a Paramedic. The company agrees to notify the union in writing should they exercise this right.

Section 14.07 – Movement from EMT to Paramedic Wage Scale

EMTs who become paramedics and choose to move to the Paramedic Classification shall be placed on the paramedic wage scale as follows:

- A. If the employee's wage as an EMT is lower than the starting rate of pay for Paramedics at the time of advancement, the employee will be placed at the Paramedic starting rate of pay, Step 1.
- B. If the employee's wage as an EMT is higher than the starting rate of pay for Paramedic, the employee will be placed at the next highest Paramedic pay step closest to the EMT's wage rate at the time of advancement.

Section 14.08 – 12 Hour Shift Schedule

If the company elects to create a 12-hour shift schedule in addition to A, B, C and D shifts as specified in section 9.01 of the collective bargaining agreement, employees who are scheduled and work this shift shall be paid and additional one-half time (0.5) of the pay rate they are on while working the shift.

- A. Example 1: An employee works the scheduled 12-hour shift and is on straight time. The employee would be paid time and one-half for the hours worked.
- B. Example 2: An employee works the scheduled 12-hour shift and is on overtime. The employee would be paid 2 times their base hourly wage for the hours worked.

The number, days, and hours the 12-hour shifts may be scheduled shall be at the sole discretion of the company. Nothing in this section shall guarantee that a 12-hour shift schedule will be created, utilized, or become permanent once created. The pay specified in this section shall only be applicable to scheduled 12-hour shifts that are created in addition to the regularly scheduled 24-hour shifts. Employees who work 12 hours of a regularly scheduled 24-hour shift shall not receive the additional pay specified in this section.

ARTICLE 15 – UNIFORMS

Section 15.01 – Uniforms

All full-time and part-time field employees shall wear the uniform provided by the Employer while on duty.

Uniforms shall be provided in commercially available sizes.

Section 15.02 – Replacement of Worn Uniform Components

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

Section 15.03 – Uniforms Provided

Employees will receive the uniforms based on the following schedule:

<u>Full-time</u>	<u>Part-time</u>
3 shirts	2 shirts
3 pants	2 pants
1 jacket	1 jacket
1 sweatshirt	1 sweatshirt

The employer will replace any uniforms that are damaged while on duty. Employees are responsible for any alterations or tailoring of their uniforms.

Section 15.04 – Uniform Maintenance Allowance

Full-time employees shall receive \$250.00 yearly for Uniforms allowance. Part-time employees shall receive \$100.00 yearly for Uniforms allowance.

Section 15.05 – Return of Uniforms

It is agreed that the employee upon termination or request of the Employer must return all uniforms or equipment provided by the Employer.

ARTICLE 16 – NO STRIKE / NO LOCKOUT

Section 16.01 – No Strike / No Lock-Out

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

If the Employer believes or contends that this Article has been violated by the Union, its officers, agents, representatives, members or employees covered by this Agreement, the Employer shall notify the Union of same as soon as possible. The Union agrees to

immediately take the following action upon notification: A) Publicly disavow such actions; B) Inform the Employer in writing that such action has not been sanctioned by the Union; C) Circulate a written notice to all bargaining unit employees and members, on Local Union letterhead that their action is illegal and in violation of the contract and advise them to return to work immediately; and, D) Post notices on Union bulletin boards advising that the Union disapproves of such actions, instructing employees to return to work immediately.

Employees found to have violated the terms of this Article shall be subject to 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.

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

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

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

ARTICLE 17 – NON DISCRIMINATION / HARASSMENT

Section 17.01 – Gender Intent

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

Section 17.02 – Non-Discrimination

The Employer and the Union agree that neither party shall discriminate against any person because of race, color, sex, religion, age, mental or physical disability, national origin, citizenship, ancestry, sexual orientation, medical condition, genetic information, marital status, veteran status, or any other characteristic protected by Federal, State, or Local law(s).

Section 17.03 – Harassment

The Union and the Employer agree that harassment is a form of misconduct, which undermines the integrity of the employment relationship and cannot be tolerated in the workplace. Any conduct, which falls within the definition of harassment as defined in the Equal Employment Opportunity Commission standards is prohibited and will be investigated fully in accordance with the Employers Harassment policy and procedure, and State and Federal Law. Complaints alleging harassment may be made orally or in writing. Employees who violate this Article may be subject to corrective action up to and including termination.

ARTICLE 18 – LABOR MANAGEMENT COMMITTEE (LMC)

Section 18.01 – Labor / Management Committee (LMC)

The bargaining unit shall have the right to establish a local labor management committee which shall be made up of two (2) bargaining unit personnel selected by the Union and two (2) members of management. The purpose of the labor / management committee shall be to discuss work related matters of mutual interest and / or concerns and to promote harmonious working relationships between the employees, the Union and the Employer. The committee shall meet no more often than quarterly unless the parties jointly agree on the need for meeting more frequently.

The committee shall not have the power to change the provisions of the Labor Agreement between the parties nor any company policy and / or procedures. They shall not negotiate any new agreements or resolve grievances without concurrence from the Union and the Employer. Bargaining unit employees who serve on the committee shall suffer no loss of pay for attendance at Labor / Management Committee meetings held during their shift.

ARTICLE 19 – CONTRACT BARGAINING UNDERSTANDINGS

Section 19.01 – Separability

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

Section 19.02 – Amendments

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

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.

ARTICLE 20 – CRITICAL INCIDENT STRESS DEBRIEFING

Section 20.01 – Stress Counseling

The Employer will continue to provide Critical Incident Stress management through EAP.

ARTICLE 21 – SUCCESSORSHIP

Section 21.01 – Successorship

In the event of a merger, sale, closure or other transfer of ownership of its operations in whole or in part, the Employer shall notify the Union in writing at least sixty (60) days prior to taking said action. The Employer shall meet at the Union's request to engage in good faith bargaining over the impact of any such action. The Employer shall not use the merger, sale, closure, or other transfer of ownership to evade the terms of this Agreement.

ARTICLE 22 – MISCELLANEOUS

Section 22.01 – Liability Insurance

The Employer shall maintain liability insurance, which covers employees, covered by this Agreement when they are performing their normal duties.

Section 22.02 – Workplace Conduct

The Employer and the Union agree that employees, managers, and supervisors will treat each other, regardless of position or profession, with dignity, courtesy, trust, and respect. The foregoing principles shall also apply in providing services and to interactions with patients, visitors, and the public while on-duty.

Section 22.03 – Subcontracting

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

Section 22.04 – Access to Personnel Files

An employee shall have the right to review his / her personnel file upon written request to management. An appointment will be scheduled on a timely basis in the county in which the requesting employee works. The review will take place in front of management personnel. The employee may have a Union representative present. The employee may request a photocopy of documents in his / her file that they have signed at a reasonable cost to the employee. Confidential information or any information pertaining to an on-going investigation is not subject for the employee's review. The Employer shall provide an opportunity for the employee to respond in writing to any information in the employee's personnel file about which he / she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written response to be included as part of the employee's permanent personnel record.

Section 22.05 – Fatigue Policy

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

A field employee who feels that he / she is no longer able to perform the basic job responsibilities due to fatigue must immediately notify their co-worker(s) and the Paramedic Field Supervisor. The unit shall be immediately placed out of service. The Paramedic Field Supervisor or their designee will promptly begin the process of finding replacement staff in an effort to return the unit to service.

Notification of fatigue must be made prior to receipt of a call. It is not appropriate for the fatigued employee to wait and receive another call assignment and then advise that he / she is unable to respond due to fatigue.

In order to ensure that fatigued employee(s) have had the opportunity to obtain sufficient rest prior to leaving their workstation the employee will remain in their assigned station for four (4) hours before being returned to service. At the completion of this time, the employee shall notify the on-duty Paramedic Field Supervisor and advise him / her that the employee is rested. The employee may not leave the station until the Paramedic Field Supervisor has cleared the employee, even if it is past the employee's off-duty time. This procedure has been established to ensure the employee's safety and will be adhered to without exception.

Prior to leaving their station, the employee shall complete an Information Report regarding the occurrence of fatigue and forward it to the on-duty Paramedic Field Supervisor. This report shall contain the following information:

1. The time the employee reported for duty.
2. The time the unit was placed out of service.
3. The number of calls completed during the shift.
4. The estimated number of hours spent in the ambulance during the shift.
5. The estimated number of hours of available sleep obtained during the shift.
6. Hours worked at another employer within twelve (12) hours of beginning work.

A review shall occur for all incidents of fatigue.

Section 22.06 Declared States of Emergency

In the event a state of emergency is declared by a governmental agency for reasons outside the Employer's control, that impacts the servicing area of Manteca District Ambulance or the county of San Joaquin. The parties agree to meet, discuss, and mutually agree to the provisions of this Agreement that may need to be temporarily modified and/or suspended for a predetermined amount of time. These discussions will pertain to scheduled paid time off, meal and rest periods, job postings, scheduling, maximum hours of work and shift bidding. If an immediate modification to one or all the above listed items is required to preserve operations, the Employer may make the required modification(s) for up to a maximum of 5 calendar days. This will allow for operations to continue and the parties to meet and discuss. The Union reserves the right to grieve any modifications made by the Company during this period. The Employer shall honor all prescheduled time off for employees who purchased non-refundable tickets or have made other non-recoverable economic commitments for use during their prescheduled time off as long as the transaction was made prior to the declared state of emergency. If the employee cannot be allowed the prescheduled time off, the Employer shall reimburse the employee for the cost of any unused non-refundable tickets and other non-recoverable economic impacts.

Section 22.07 Special Operations Team

The Special Operations Team (SOT) may be made up of both Bargaining and Non-Bargaining unit employees.

The number of Employees selected to be a member of this team, the eligibility requirements and the applicable qualifications will be at the discretion of the Company. The Company agrees that where the applicable qualifications are relatively equal between bargaining unit employees, seniority will prevail in the selection of this assignment.

Bargaining unit Employees who meet the eligibility requirements, qualifications and are selected by management to be members of the SOT shall receive the wages as

specified in this agreement and shall be covered by all other terms and conditions of this agreement while participating in all SOT related activities.

When an assignment becomes available for SOT members, a minimum of fifty percent (50%) of the available positions for that assignment, excluding the Leader and an Assistant, shall be offered to employees covered by this collective bargaining agreement.

ARTICLE 23 – DURATION

Section 23.01 – Term of Agreement

This Agreement shall remain in full force and effect from, January 23, 2026 except as otherwise specifically provided herein, through and including December 31, 2028 and shall continue in full force and effect from year to year thereafter, unless notice of desire to amend or terminate the Agreement is served in writing by either party upon the other at least ninety (90) but no more than one hundred and twenty (120) days prior to the date of expiration.

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Approved this 23th day of January, 2026.

For the Employer,
Manteca District Ambulance Service

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

Brenda Franklin, Board President

Leo W. Gerard, International President

William Caldera,
Chief Executive Officer

Stan Johnson, International Sec / Treasurer

Jonathan Andrews,
General Manager

Thomas Conway, VP Administration

Fred Redmond, VP Human Affairs

Robert LaVenture, Director, District 12

Ron Espinoza, Sub-District Director

Fernando Mirelez, Staff Representative

Lee Almeda, Local 12911, President

Jim Ayers, Local 12911, Site Vice-President

David Carrillo, Local 12911, Sec / Treasurer

Appendix A – Wages

Date to be determined by Section 14.01

	Step 1 (Date of hire)	Step 2 (Beginning 2nd year)	Step 3 (Beginning 3rd year)	Step 4 (Beginning 4th year)	Step 5 (Beginning 5th year)	Step 6 (Beginning 6th year)	Step 7 (Beginning 7th year)	Step 8 (Beginning 8th year)	Step 9 (Beginning 9th year)	Step 10 (Beginning 10th year)	Step 11 (Beginning 11th year)
Paramedic	\$28.42	\$29.56	\$30.74	\$31.97	\$33.25	\$34.58	\$35.97	\$37.41	\$38.90	\$40.46	\$42.08
EMTs	\$24.61	\$25.35	\$26.11	\$26.89	\$27.70	\$28.53	\$29.38	\$30.27	\$31.17	\$32.11	\$33.07

1/1/2027

	Step 1 (Date of hire)	Step 2 (Beginning 2nd year)	Step 3 (Beginning 3rd year)	Step 4 (Beginning 4th year)	Step 5 (Beginning 5th year)	Step 6 (Beginning 6th year)	Step 7 (Beginning 7th year)	Step 8 (Beginning 8th year)	Step 9 (Beginning 9th year)	Step 10 (Beginning 10th year)	Step 11 (Beginning 11th year)
Paramedic	\$29.84	\$31.04	\$32.28	\$33.57	\$34.92	\$36.31	\$37.77	\$39.28	\$40.85	\$42.48	\$44.18
EMTs	\$25.84	\$26.61	\$27.41	\$28.24	\$29.08	\$29.95	\$30.85	\$31.78	\$32.73	\$33.71	\$34.73

1/1/2028

	Step 1 (Date of hire)	Step 2 (Beginning 2nd year)	Step 3 (Beginning 3rd year)	Step 4 (Beginning 4th year)	Step 5 (Beginning 5th year)	Step 6 (Beginning 6th year)	Step 7 (Beginning 7th year)	Step 8 (Beginning 8th year)	Step 9 (Beginning 9th year)	Step 10 (Beginning 10th year)	Step 11 (Beginning 11th year)
Paramedic	\$31.34	\$32.59	\$33.89	\$35.25	\$36.66	\$38.13	\$39.65	\$41.24	\$42.89	\$44.61	\$46.39
EMTs	\$27.13	\$27.95	\$28.78	\$29.65	\$30.54	\$31.45	\$32.40	\$33.37	\$34.37	\$35.40	\$36.46