

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



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

On behalf of its

TEMSA/USW LOCAL 12911

and



PISTORESI AMBULANCE SERVICE, INC

Effective October 21, 2023 through December 31, 2026

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AGREEMENT

This Agreement shall be effective October 21, 2023 through December 31, 2026 and is by and between Pistoiresi Ambulance Service, INC., hereinafter referred to as the "Employer", and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), on behalf of TEMSA Local 12911, hereinafter referred to as the "Union."

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

1.1 RECOGNITION FOR BARGAINING UNIT

The Employer recognizes the Union as the exclusive bargaining agent for employees covered by this Agreement: all full-time, part-time and casual ambulance service employees, Emergency Medical Technicians I, Paramedics, employed by the Employer at its facilities located in Madera County, California; excluding shop mechanic, office clerical and administrative employees, professional employees, guards, and supervisors as defined in the Act.

1.2 SUPERVISORY EMPLOYEE

The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such action, and it is not the Employer's policy to establish jobs or job titles for the purpose of excluding employees from the bargaining unit, nor shall supervisors be used to supplant bargaining unit employees. The Employer shall be entitled to temporarily assign non-unit personnel (including supervisors) to maintain contractual obligations, in the event of temporary system overload, and to meet staffing needs on a temporary basis when necessary. Such supervisor assignments shall not be used to deprive the bargaining unit of work or to reduce work opportunities for bargaining unit employees.

ARTICLE 2 UNION SECURITY

2.1 UNION MEMBERSHIP

All employees on the active payroll as of the effective date of this Agreement and who fall into the categories and classifications listed in Section 1.01 of this Agreement and who are employed in the location listed in the first paragraph of this Agreement, and all future employees hired by the Employer in these same classifications and location shall become members of the Turlock Emergency Medical Services/United Steel Workers Local 12911 (TEMSA/USW 12911) on the thirty first (31st) day following the beginning of their employment or date of execution of this Agreement, whichever is later, and shall thereafter maintain their membership in TEMSA/USW 12911 in good standing as a condition of continued employment. Membership in good standing shall mean payment of all dues and fees charged by the Union as set forth in the precedents of the National Labor Relations Board.

Employees who fail to pay the monies required by TEMSA/USW 12911 and employees who are required to join TEMSA/USW 12911 and fail to do so, upon written request to the Employer from the Union, will be terminated. The Employer shall discharge an employee after receipt of written notice from the Union that the employee has failed to pay initiation fees, periodic dues or assessments as the case may be. To be valid, such notice from the Union must include a proof reflecting that notice was served on the employees and made within one (1) year of the employee's inclusion on the new employee list provided to the Union by the Employer and proof that the Union has complied with the substantive and procedural requirements of law. Any employee not served with the notice of delinquent dues and/or provided with the required substantive and/or procedural notifications (or where proof of service cannot be verified) shall not be subject to discharge hereunder by the Employer.

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

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

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

2.2 NEW EMPLOYEE/TERMINATION NOTICE/CHANGE OF STATUS

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, 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. In the event of any oversight in providing this list, the Union agrees to contact the Employer and to allow the Employer a reasonable opportunity to provide an updated list.

2.3 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. The dues deduction list shall be sent electronically to the Treasurer of Local 12911, provided that the union provides an email address for electronic transmission. The union shall be solely responsible for providing and updating the applicable email address.

2.4 APPLICABLE LAW

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

2.5 UNION ACTIVITY

The Employer shall not discriminate against any employee engaging in legitimate official union activity, and the Union shall not discriminate against any employee who chooses to refrain from participating in union activity.

Unless on shift, the Employer shall not be obligated to pay wages to an employee engaged in union activity. The Employer shall cooperate reasonably with requests for time off to engage in Union activity, and the Employees shall provide reasonable advance notice of any need for time off. In the event that the Employer feels it is unable to release an employee for Union activity, it will contact the Union to discuss potential solutions.

2.6 UNION NOTICE

The Union shall be notified fourteen (14) calendar days 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. Such notice shall be deemed complete on the date of mailing, if sent by certified mail, or emailing, if sent via email.

ARTICLE 3 UNION RIGHTS

3.1 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 Operations 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, but Union representatives and employees shall not be entitled to displace any other personnel in order to secure a confidential location. Union representatives shall conduct themselves as professionals at all times and shall treat all persons present on the premises with respect and courtesy. Management shall treat Union representatives taking access with the same respect and courtesy as is extended to any visitor or guest to the workplace.

3.2 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. The Employer shall make its best efforts to schedule disciplinary, discharge, and investigatory meetings around the Stewards' scheduled shifts in order to enable Stewards to attend without loss of pay, but it shall be the ultimate responsibility of the Steward to resolve scheduling conflicts. The Employer shall not be required to pay wages or hours of any Steward who attends any meeting outside of his or her ordinary scheduled shift.

Management reserves the right to conduct an investigatory meeting without the presence of a Steward if an employee fails to respond to an "Employee Notification" through the "E-PRO" system within seventy-two (72) hours.

3.3 BULLETIN BOARDS

The Union may provide bulletin boards at each station for use by the Union to post notices at the Union's expense. 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.

3.4 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 or add additional mailboxes.

3.5 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) and shall provide the forms and documents supplied by the Union for new employees. Should newly hired employees have any questions about the Union or the contract, the Employer shall provide the contact information for the union's designated representative and will notify the employee that the representative is the point of contact for the Union.

ARTICLE 4 JUST CAUSE AND DISCIPLINARY ACTION

4.1 JUST CAUSE

No employee shall be issued a warning, suspension, transfer, demotion or discharge without just cause. When discipline is imposed, the Employer shall meet with the employee and his or her chosen union representative (if requested), shall notify the employee of the nature of the misconduct, and what the employee must do to avoid further discipline in the future. The level of discipline administered may vary depending upon the seriousness of the infraction. Progressive steps are as follows:

Verbal warning (which shall be recorded as a verbal warning in the employee's personnel file);

Written warning

Final written warning with possible Suspension of up to seven (7) calendar days. Suspension shall not be required prior to a discharge and discharge can follow the final warning, even where no suspension is imposed.

Administrative leave if applicable, pending investigation results.

Discharge.

The Employer reserves the right to utilize an informal counseling session, where it will inform the employee of the nature of the performance problem and will discuss with the employee ways to avoid discipline in the future. Such counseling shall be recorded as an Informal Corrective Action (ICA) and shall not be considered a verbal or written warning. The Employer is not required to utilize the ICA procedure, and may, in its discretion, proceed directly to the imposition of a disciplinary step. An employee may request a Steward for representation during the ICA process.

Warning Notices/Time Limits:

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

4.2 CORRECTIVE ACTION

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.

Warning Notices/Time Limits

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

4.3 REPRESENTATION DURING DISCIPLINARY MEETINGS

Union representation shall be provided upon request for any meeting(s) which may result in disciplinary action being issued to a bargaining unit member in accordance with holdings of the National Labor Relations Board. If an employee requests a union representative during such a meeting, the Employer shall delay such a meeting for a reasonable time, but no less than seventy-two (72) hours to allow for representation. The Union shall not unduly delay in providing a representative for the meeting.

4.4 EMPLOYER RULES AND POLICIES

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

Employer rules, regulations and policies shall be made available to each employee and to the Union. As set forth in the Management Rights clause, the Union shall have the right to comment and provide suggestions with respect rules, regulations, and policies, but the Employer shall have final and sole authority to implement such rules, regulations, and policies, provided such rules, regulations, and policies do not directly conflict with this Agreement. Any grievance concerning the implementation of such rules, regulations, or policies shall be limited to whether the rule, regulation, or policy directly conflicts with an explicit term or provision of this Agreement, and shall not consider the efficacy of such rule, regulation, or policy.

4.5 DISCIPLINARY NOTICES

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

Written warnings and beyond for incidents of unsatisfactory performance for which there has been no further disciplinary notice of any nature for twelve (12) months shall be removed from employees file and

shall not be considered a step in the Progressive Discipline process. The Employer and Union encourage employees to sign disciplinary notices upon issuance, as it is solely recognized as an acknowledgment of receipt and not an admission of guilt, and an employee's refusal or failure to sign a notice shall have no bearing on the validity of the notice. No record of a written warning shall be removed from any employee's file unless and until the employee has maintained six (6) months entirely free of discipline.

ICA documentation shall not be treated as a Disciplinary Notice and shall not be considered a step in the Progressive Discipline process. The purpose of the ICA process is to allow for correction of performance without disciplinary action in order to encourage cooperative and constructive counseling and performance improvement to build employee success.

4.6 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, unless the employee requests in writing that they do not wish the Union to be supplied the documents for said incident. Where such documents contain confidential patient care and/or legal information, such confidential information will be redacted prior to providing document copies to the Union.

4.7 ADMINISTRATIVE LEAVE PENDING INVESTIGATION

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

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

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

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

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

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

attempt to influence the investigation by a suspended Employee may result in discipline up to and including discharge.

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

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

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

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

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

ARTICLE 5 TRANSFER OF DISTRICT, TITLE/INTEREST, OR CLOSURE

5.1 SUCCESSORSHIP

The Employer shall not be limited by this Agreement in any manner from exercising its right, in its sole discretion, to sell the business. The Employer shall, upon any sale or transfer and/or change of ownership of the business, provide a copy of this Agreement to the transferee, or purchaser. Such notice shall be in writing with a copy to the Union prior to the conclusion of the transaction, with the precise timing of such notice to be determined solely by the Employer. The Employer will provided as much notice as practical with up to sixty (60) days' notice. Notice to the Union shall include the name and address of the new owner and date said transaction is to take place. By this Article, the Parties seek to define contractual rights and do not waive any statutory rights. The Employer's obligations with respect to this Agreement and under applicable law (WARN ACT) end upon the Employer's compliance with these provisions.

ARTICLE 6 MANAGEMENT RIGHTS

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

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

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

The Employer may choose to implement some of its management rights through the Employer's Standard Operating Procedures (SOP) and Employee Handbook (collectively referred to as "the Manuals"). The Union will be provided with a copy of the Manuals and agrees that all of the topics addressed in such Manuals are within the prerogatives of the Employer as set forth in this Section. The parties agree that the Employer has the right to modify, add to, subtract from, or change the Manuals unilaterally, except where other provisions of this Agreement require mutual consent. Except in cases of emergency, the Employer agrees to give the Union at least fourteen (14) days advance notice of proposed changes in the

Employer's Policy and Operations Manuals. The Union shall have the opportunity to submit advisory comments on the proposed changes. The Employer will consider the Union's advisory comments but is under no obligation to accept them. Upon expiration of the fourteen (14) day period, the Employer may implement the proposed changes without further notification or consultation with the Union. The Employer and Union agree that should a conflict in language occur between this Agreement and the Policy and Operations Manual, the contract language will always supersede the Policy and Operations Manual.

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

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

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

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

6.1 NO DISCRIMINATION/HARASSMENT

The Employer shall not discriminate in any way against any employee or applicant for employment, station assignment and/or promotion on account of race, color, creed, religion, veterans status, national origin, sex, age, sexual preference, marital status, physical handicap (including AIDS), medical condition (i.e. Cancer), or ancestry. In addition the Employer and the Union agree that they shall not discriminate against any employee for his/her membership in the Union.

6.2 ALL HARASSMENT POLICIES

All Harassment policies shall be located in an employee handbook.

ARTICLE 7 GRIEVANCE PROCEDURE AND ARBITRATION

7.1 GRIEVANCE PROCEDURE

The purpose of this procedure is to provide a timely adjustment of grievances by the Employer and the Union following a prompt and impartial investigation and thorough discussions. In the event any grievance arises concerning the interpretation or application of wages, hours, or other terms and conditions of employment, such matters shall be adjusted according to the procedures and conditions set forth below. In all grievances, the burdens of proof and persuasion shall remain at all times with the party that filed the grievance, except for grievances related to discipline, for which the employer shall have the

burden of proof and to establish that discipline was imposed for just cause in compliance with this Agreement.

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

Step One:

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

Step Two:

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

Step Three:

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

7.2 TIME LIMITS

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

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

7.3 PARTICIPANTS

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

ARTICLE 8 HEALTH AND SAFETY

8.1 SAFETY

The Employer at all times, provide safe materials, equipment, vehicles and working conditions for all employees. It is specifically agreed that the compliance with all State, County and Federal Laws relating to working conditions, safety and health shall be an integral part of this Agreement. Safety policies and rules remain within the sole discretion of the Employer under the Management Rights clause of this Agreement. Safety equipment on ambulances shall include, but will not be limited to:

Sharps container Leather Gloves
Safety Helmet with face protection Body Substance Isolation

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

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

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

8.2 USE OF TOBACCO PRODUCTS

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

8.3 EMPLOYER PAID IMMUNIZATIONS

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

8.4 DRUG AND ALCOHOL-FREE WORKPLACE

The Union and the Employer agree that it is important to maintain a drug, alcohol and substance abuse free work environment for the safety of employees and patients. In order to discourage the use of non-prescribed controlled substances and alcohol in the workplace, the Union and the Employer agree that employees shall be tested for the presence of drug and alcohol if there is probable cause based on a reasonable suspicion that the employee has drugs and/or alcohol in his/her system.

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

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

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

The Employer maintains a zero tolerance policy for all illegal substances, including marijuana. Marijuana is an illegal substance under federal law, and its use will not be tolerated, regardless of whether the employee has a medical recommendation in accordance with California law, and a positive test result will result in immediate discipline up to and including termination.

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

Drug and/or alcohol screening will be required following a work-related accident, industrial accident or vehicle accident that results in injury beyond First Aid to an employee, any injury to a third party, or property damage in excess of \$1,000. Refusal to submit to screening may result in immediate termination. The Employer reserves the right to waive the right to test when, in its discretion, it determines that the

accident is not the fault of the employee or is minor. However, a decision not to test in a given circumstance may not be used to oppose a test in any future case.

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

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

8.5 CREW QUARTERS

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

Sleeping areas will be separated for male/female privacy requirements, with at least one bed in each sleeping area. Mattresses will be replaced with new ones as needed or every twenty-four (24) months, whichever comes first.

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

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

8.6 EMPLOYEE ASSISTANCE PROGRAM/CRITICAL INCIDENT STRESS DEBRIEFING

- A. The Employer will establish, maintain and pay 100% of the plan premium for an Employee Assistance Program.
- B. Full-time and part-time employees shall have access to counseling services for work-related crisis support through the Company EAP of which the employer pays any cost. The Employer will allow shift relief for any employee to obtain crisis services as soon as practical or as soon as the system allows. Employees may access EAP and crisis services by contacting Ted Pistori.
- C. The Employer will allow emergency shift relief for the following reasons:
 - 1. Documented family illness or injury.
 - 2. Employee illness or injury.
 - 3. To attend a CISD, with confirmation by a CISD team member.

- D. Any employee requesting relief under this section will forfeit any remaining hours/pay on the scheduled shift he/she requests relief from unless the relief is for an approved CISD or an injury sustained on the job. The employee will utilize any available sick time for C1 and C2 above.

ARTICLE 9 LEAVES OF ABSENCE

9.1 DISABILITY/PERSONAL LEAVE

A leave of absence for personal reasons may be granted to any employee for a period of up to thirty (30) days upon written request of the employee and approval of management. Requests must be in writing as far in advance as possible but at least two (2) weeks in advance of the desired leave date. The Employer must respond within one (1) week of submission of the written request. Emergency leave may be approved on shorter notice.

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

Under unusual circumstances a personal leave of absence may be extended another thirty (30) days with approval of management. All requests for extensions must be in written form. Employees are required to report back to work at the end of an approved leave. Failure to do so without notifying the Employer will be considered an abandonment of his/her position and a voluntary resignation.

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

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

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

The Employer reserves the right to maintain health insurance as though the Employee were continuously employed (meaning the Employee must continue to bear any costs and premium allotted to employees under the applicable plan) for a maximum of thirty (30) days, to be determined on a case-by-case basis.

9.2 BEREAVEMENT LEAVE

In the event of death in an employee's immediate family (defined as the employee's spouse, child including still birth, stepchild, parent, stepparent, mother-in-law, father-in-law, sister, brother, stepsister, stepbrother, grandparent, grandchild, brother-in-law, or sister-in-law) the employee will be allowed to take time off work. Full time employees will be paid for two (2) shifts that he/she is scheduled to work, and the employee shall be entitled to receive bereavement pay even if he or she elects to work in addition to wages earned for working his or her ordinary shift. At the employee's request, the employee shall be permitted to take and complete the actual leave of absence anytime within three (3) months following the death. The leave, when taken, shall be for up to five (5) shifts. In addition, any employee who is notified of a death in the immediate family, while on duty, shall immediately be relieved upon their request for the remainder of his/her shift with pay.

9.3 JURY DUTY/WITNESS/SUBPOENA

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

Employee Responsibilities:

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

Employer Responsibilities:

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

Compensation:

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

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

Court Reimbursement:

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

9.4 VOLUNTARY EMERGENCY SERVICE LEAVE

Employees who participate as volunteers in emergency service/relief agencies and who have given prior written notice to the employer of such participation, when called to service during an emergency or disaster, may, with management approval, be granted a leave of absence for seven (7) days. The employee on emergency service leave shall notify management at the end of seven (7) days advising their status. Management reserves the right to deny leave based upon its operational needs.

The maximum allowed voluntary emergency service leave will not exceed twenty-eight (28) calendar days per calendar year (Jan. 1 thru Dec. 31). Part-time employees shall notify the Employer as soon as possible after being called for and released from such emergency service.

Full-time employees will be allowed to participate in VESL with management approval. It is each employee's responsibility to either report to work or cover any scheduled shift(s) according to terms in this agreement.

9.5 MILITARY LEAVE

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

9.6 MATERNITY LEAVE

The Employer shall comply with all applicable laws and regulations related to pregnancy and disability leave. In addition, consistent with past practice, the Employer shall allow reasonable time off as paid sick leave, vacation, and/or the personal and medical leave provisions of this agreement for pregnancy, family obligations and baby bonding. The Employer shall not unreasonably withhold authorization for such leaves and the employees and Union shall cooperate reasonably with Employer efforts to accommodate such leaves. The Employer shall maintain benefits during the duration of an approved maternity leave as though the employee were fully employed.

9.7 RETURN FROM LEAVE

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

All employees on leave greater than thirty (30) days may be subject to orientation and evaluation prior to returning to normal duties. Evaluation or orientation will be completed within the first week of the employees return to work. Employees on any type of medical leave must provide updated work restrictions to the Employer every 15 days, or after every medical appointment, whichever is more frequent. Failure to maintain contact and provide current restrictions shall entitle the Employer to replace the employee at its sole and exclusive discretion and shall cause the employee to forfeit the right to reinstatement.

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

9.8 INDUSTRIAL INJURY/ILLNESS

During the period of time during which an employee is on leave of absence resulting from an industrial injury or illness incurred in the course of employment or arising out of employment with the Employer, the employee shall accrue seniority toward promotions and wage tenure increases.

The Employer shall continue health benefits for a period of ninety (90) days during any such leave, after which employees shall be entitled to continuation of medical benefits pursuant to applicable law. Employees on workers' compensation leave must provide updated work restrictions every thirty (30) days or after every medical appointment, whichever is more frequent, and must fully cooperate with the return-to-work process, including but not limited to acceptance of light duty work. A refusal to accept light duty work shall be a resignation of employment, unless the Employee's medical provider affirms that the Employee is unable to perform the light duty position, or the Employee can demonstrate that the light duty position was discriminatory or retaliatory.

ARTICLE 10 SENIORITY/TENURE

10.1 DEFINITION OF AN EMPLOYEE

A full-time employee is defined as an employee who is regularly scheduled to work a schedule predetermined by the Employer which consists of sixty (60) hours per week for field employees.

A part-time or "per diem" employee is defined as an employee who works or is scheduled to work, less than sixty (60) hours per week.

Acting paramedics are employees working currently as EMT's that have obtained their full County accreditation as a paramedic but have not applied and/or been selected for a posted paramedic position. These employees will maintain their EMT seniority but upon meeting all county requirements be paid as a

paramedic when assigned as a paramedic. Any Acting paramedic that refuses to bid on an open paramedic spot will revert to an EMT classification and pay scale.

For the purpose of benefit calculation, full-time Paramedics will be considered as working sixty (60) hours a week; full-time EMT's will be considered as working sixty (60) hours a week.

10.2 SENIORITY

Full-time employee's seniority for shift bidding is based upon their current place on the seniority list for employee's job classification that shall be the date of hire in that job classification for the purpose of shift bidding, scheduling, and time-off requests. Seniority for an employee that changes his/her job classification will go to the bottom of their new job classification list based on their date of hire into that position for the purpose of scheduling, shift bidding, and time off requests. Seniority for employees who change job classifications shall remain unchanged for purposes of pay step, time off accruals and benefits. Pay anniversary dates will be their original date of hire. EMT's that become Paramedics will move up based on previous years of service with the Employer based on the following.

- 0-1: start at beginning medic and
- 2-3 years, up 1 step from base medic pay
- 4 or more years, up 2 steps.

Part-time employees who become full-time employees will be placed at the bottom for the purpose of scheduling, shift bidding, and time off requests based on their date of hire into that position. Full-time employees that choose to go Part-time status shall be placed according to their original hire date of that classification. An employee that goes from Full-time to Part-time and back to Full-time shall be placed at the bottom for the purpose of scheduling, shift bidding, holdover and time off requests. When changing classifications from Part-time to Full-time and vice versa, the effective date will be when the employee starts being scheduled the changed hours. If a full-time employee wishes to convert to part time status, the Employer shall have the right to decline the conversion. In such circumstances, the employee may remain on full time status or resign from employment.

10.3 LOSS OF SENIORITY/TERMINATION

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

- 1) Resignation.
- 2) Discharge for just cause.
- 3) Failure to respond to the Employer upon recall to full time work following layoff within two weeks after receiving notice by certified mail. This shall not apply if the Union and the Employer agree to extend the time limit.
- 4) Failure to report to work at the conclusion of an authorized leave of absence.
- 5) Absence for any reason extending beyond thirty (30) calendar days, excluding absence for industrial injury or illness or an approved leave of absence.
- 6) Any occupation outside the bargaining unit within the Employer.
- 7) If an employee fails to report to work and does not contact the Employer within 48 hours, then the employee will be deemed to have resigned his or her employment.

10.4 DEFINITION OF SENIORITY DATE

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

- 1) Date of hire
- 2) Date of Application for employment
- 3) In the event two or more people are hired on the same date seniority will be given to employee with the longest certification date.

Seniority for classification changes:

- 1) Date of hire into new classification
- 2) In the event there are two or more on the same date, seniority will be determined by seniority hire date.

A separate seniority list shall be maintained for each classification and shall be made available upon request.

10.5 PROBATION

All newly hired Employees covered by this Agreement shall be required to undergo a one (1) year probationary period upon hire. In addition, any EMT transferring to a Paramedic position must serve a six (6) month probationary period as a Paramedic.

Employees changing job classification (i.e., full-time EMT to full-time Paramedic) will be placed on an evaluation period for that new job classification for up to six (6) months without losing their seniority in their previous job classification (i.e., EMT). Those employees not meeting Employer standards or those who decide they do not want to remain in the new job classification will have the right to return to their old job classification without loss of seniority or benefits. Should an Employee who has changed classification engage in serious misconduct calling for immediate termination, such Employee will not be guaranteed a return to the prior classification and will instead face termination. The Employer and the Union agree to meet and confer to discuss the seriousness of the misconduct, any aggravating or mitigating facts, and the possibility for rehabilitation of the Employee prior to termination.

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, but the Employer shall have sole and exclusive discretion to determine whether the Employee has successfully completed the probationary period.

10.6 LAYOFFS

Employees who qualify and are proficient in more than one (1) classification may replace employees with the lowest seniority in another job classification in order to avoid being laid off and will maintain their current date of hire for all seniority purposes. An employee choosing to change classifications will be paid at his/her same step in the new classification. Layoffs will be conducted by reducing the number of part-time employees being called to work.

If it is necessary to layoff full-time employees, it will be by seniority in the classification, and they will be moved to part time status for scheduling. Those employees moved from full-time to part-time due to layoffs will be placed at the top of the part-time seniority list.

10.7 RECALL FROM LAYOFF

As positions become available in a job classification, employees who were employed in that job classification will be recalled, beginning with the most senior employee in that specific job classification. No new employee shall be hired until such time as all qualified laid off employees in that job classification have been recalled.

10.8 SENIORITY FOR BIDDING

Each employee schedule/shift bid will be done in the following order:

1) Full-time Medics by seniority
2) Full-time EMT's by seniority

10.9 SCHEDULING FOR TEMPORARY VACANCIES/CALL IN PROCEDURES AND SHIFT COVERAGE

Temporary vacancies will be filled using the employee phone list; each employee shall provide the employer with a number which is their preferred form of contact - home phone, cell phone or pager. The Employer is only obligated to call that one number.

The filling of temporary vacancies/LDT's call in procedure will be done in the following order, based on seniority.

- 1) Part-time employees who have not worked or are not scheduled to work forty (40) hours or more in the current week.
- 2) Full-time employees.
- 3) Part-time employees who have worked or are scheduled to work more than forty (40) but less than 60 hours in the current week.
- 4) The Employer can reassign an employee already scheduled to a different shift on the same day if it doesn't reduce their hours and if the change does not represent a permanent or long-term change in schedule. Employees may not refuse assignment to a Long-Distance Transfer (LDT).
- 5) When creating the biweekly schedule all part-time employees will be given 24 hours to submit their availability before the schedule is created. Based on shifts available and availability of part timers, our best attempt will be made to give everyone shifts. Shift assignment is at the scheduler's discretion and is recognized as a Management Right. The Employer will endeavor to plan scheduling in a manner that is fair and equitable.

On occasions when an 'open' shift would create too many successive hours in a row for a given employee, then the employee will not be called until all other options are exhausted. We would try all others first, then somebody that would incur excessive hours.

In the event of a dispute over scheduling, in all cases the Employer's assessment of its operational needs and its discretion in how to address those needs shall be the paramount and primary consideration for scheduling determination. The Employer agrees to make scheduling decisions based upon operational needs, and shall not prepare schedules based upon favoritism, discrimination, or any basis other than seniority and operational considerations, with seniority yielding to operational considerations when conflicts arise.

10.10 SENIORITY FOR BENEFITS

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

10.11 ADVANCE NOTICE OF REDUCTION

The Employer shall notify affected employees of any anticipated reduction in force thirty (30) days in advance, if reasonably possible and consistent with business considerations. The Employer shall have as a right of Management sole and exclusive discretion in determining whether advance notice is reasonable and prudent under all of the circumstances. The decision to give notice concerning a reduction in force shall not be subject to the grievance and arbitration provisions of this Agreement.

10.12 POSITION VACANCY

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

All current employees shall have preference over any outside applicant. All full-time employees will have preference over part-time employees, but the Employer may exercise its discretion to hire an outside applicant when the Employer feels it is appropriate to do so. If two current employees are considered equally qualified by the Employer for an open position, the more senior employee shall be selected. All applicants must go through interview process and the decision to hire or not shall not be subject to the grievance and arbitration procedure unless the Employee proves by clear and convincing evidence that the Employer's decision was discriminatory or retaliatory.

ARTICLE 11 BIDDING

11.1 SHIFT BID

SHIFT BID GUIDELINES FOR FULL-TIME BARGAINING UNIT MEMBERS

1. Twice a year a shift bid shall take place. The first in mid-November or early December, is to be completed by the 10th of December of each year and shall take effect the first full pay period in January of the upcoming year. The second to take place in mid-May or early June, is to be completed by the 10th of June and shall take effect the first full pay period in July that year.
2. Only full-time bargaining members are allowed to participate in bidding. The shift bid form will be presented as a blank schedule of the month of January that the schedule will be taking effect in.
3. The shift bid form will be started with the highest seniority Paramedic down to the lowest seniority Paramedic, then to the highest seniority EMT down to the lowest seniority EMT. Each member shall have up to twenty-four (24) hours to complete their bid if needed. They will give the form to management for approval before it goes to the next member. The bid may be placed on a temporary hold not to exceed seventy-two (72) hours for emergency situations that a member might have, including, but not limited to, work related injuries or approved leave(s) of absence.

4. Bargaining Unit members will be required to have a minimum of eight (8) hours off between scheduled shifts. This provision shall not be interpreted to prohibit the Employer from scheduling twenty-four (24) hour shifts. The Employer will make all efforts to avoid forty-eight (48) hour shifts but may schedule such shifts when operational and contractual obligations demand it.

11.2 MEAL PERIODS

Meal and rest periods shall be provided in accordance with California law, and the Employer will make its best efforts to ensure that employees receive a meal period. All bargaining unit employees will sign an “on duty” meal period agreement reflecting that when the nature of the work prevents them from taking a meal period, they agree to work through such meal periods. Specific language regarding out-of-the-area meals shall be provided in the employee handbook.

11.3 SLEEP TIME

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

11.4 SHIFT TRADE AND SHIFT RELIEF

The Employer reserves as a right of management, has the right to implement dynamic posting in order to ensure efficient utilization of units. Employees shall not have a “home base” at any post, and the Employer is entitled to move any unit during a shift within its sole and exclusive discretion.

The Employer will not unreasonably withhold consent for a shift trade. Employees may not trade or “drop” shifts without management authorization.

A shift trade is where an employee and another employee of the same certification level agree to work each other’s assigned shift(s).

1. A written request must be submitted in writing twenty-four (24) hours in advance, signed by both employees to the supervisor for consideration. No shift trade shall increase costs to the Employer.
2. All shift trades must be completed within the same pay period.
3. Once an employee receives a shift from another employee by shift trade, that shift is the responsibility of the employee that accepted it.

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

1. An approved shift relief form must be signed by both parties or electronically submitted and received no less than twenty-four (24) hours in advance and between the hours of 0800-1600; requests received after 1600 hours will be considered to have been turned in at 0800 the following day.
2. All shift relief requests must be approved by management.
3. Time off requests will not be approved if it creates a situation where additional cost to employer is incurred.

5. Once an employee receives a shift from another employee, that shift is the responsibility of the employee that accepted it and cannot be traded, covered by vacation, or requested off.

11.5 WORK WEEK/PAY PERIOD

The work week begins at 0800 hours on Sunday and ends at 0759 the following Sunday. An employee's work week will begin at the time of reporting to their first shift occurring on or after Sunday and will continue until their last shift or extension thereof, occurring on or before the following Saturday. Pay periods will consist of two consecutive workweeks. All employees are eligible to participate in the Direct Deposit pay program and are encouraged to do so. Participants in Direct Deposit will receive a pay invoice online for each payday. For employees not participating in Direct Deposit, paychecks will be available by 10:00am on Wednesday of each pay period.

11.6 HOLDOVER

1. Employees will remain on duty until properly relieved of duty. In the event an ambulance call, post or move-up occurs during the hours of work, the crew must accept and complete the ambulance call, post or move-up after the shift has ended and before crew change has occurred, the crew must accept and complete the ambulance call post or move-up.

2. Holdover will not exceed two (2) hours without employee consent. Employees will not be assigned any additional calls during the holdover period.

3. All hold over time will be documented on the timecards and reported to the operations manager. Employees will receive an additional one (1) times premium on top off their current rate of pay for all hours worked on holdover. No employee will be held over without all reasonable effort taken to get employee off on time. Under no circumstances will an employee be paid more than twice their regular rate of pay.

If an employee wishes to hold over voluntarily for two (2) hours or less at the request of a fellow employee, such a holdover can occur only with management approval. If a holdover not requested by management is approved, no premium pay will be paid for the holdover, but all overtime hours will be paid at the appropriate overtime rate.

11.7 NON-VOLUNTARY SHIFT RELIEF

In cases where an employee is relieved of duty prior to the end of their regular scheduled shift, those affected employees will have priority for call-back providing the affected employees can be at the central station within thirty (30) minutes from time of call back to make up any lost hours. This section will supersede any other call in for shift vacancy as identified in this Agreement. Under no circumstances shall the Employer be required to pay lost hours that are not made up and worked.

11.8 MANDATORY CALL-INS

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

- Employees cannot be mandated more than 72 hours in advance.
- Employees will not be mandated until the call-in procedure as set forth in Article 10.9 of this Agreement has been exhausted.
- If the shift still cannot be filled the following guidelines will apply:

- Call back will be done using inverse seniority, employee will be allowed a 15-minute window, upon request, in which to accept or decline.
- Accepting a mandatory assignment automatically moves employee to the last position on the inverse seniority list, regardless of his/her previous position.
- 24 hours prior to the mandated shift, a final page will go out requesting volunteer coverage.
- Refusing a mandatory assignment will result in progressive disciplinary action.
- No employee may be mandated for more than one shift in any calendar month.
- Employees that have worked or are scheduled to work 132 hrs. in a pay period can request to be exempt from mandate for the remainder of that pay period.

Such mandated employees will receive a one (1) times premium based on their regular rate of pay in addition to any overtime or shift differential to which the employee may be entitled, for all hours worked due to mandatory call-in. Under no circumstances will an employee be paid more than twice their regular rate of pay. A mandated employee can find shift relief for the mandated shift and will still receive the mandate credit. The relief employee is not eligible for mandate pay or credit for the mandate. An employee that is on vacation or has arranged for shift relief shall not be subject to mandate on those days.

ARTICLE 12 HOLIDAYS

The Employer recognizes the following Holidays:

New Year's Day	Labor Day
Easter Sunday	Independence Day
Memorial Day	Christmas Day
Thanksgiving Day	Veteran's Day

Holidays are from the beginning of the employee's shift on the holiday to the end of the employee's shift that started on the holiday.

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

ARTICLE 13 VACATION/SICK LEAVE

13.1 VACATION

Employees will begin to accrue paid vacation on an hour's worked, hour by hour basis of work as a full-time employee. No vacation time will be accrued for any hours not actually worked. Full-time employees will accrue three (3) days of paid vacation in the first two (2) years. New full-time employees will be allowed to use accrued vacation after six (6) months from date of hire. In subsequent years of full-time employment, additional days of paid vacation will be added to the annual total accrual as shown below, which shall also be the maximum amount of vacation that the employee can earn in a single calendar year. Employees will earn the additional vacation days until they reach the maximum eligibility of six days of paid vacation in a calendar year.

Full time employees shall accrue vacation based on the following schedule:

0 to 2 = 3 days (72 hours) paid vacation; Accrued at a rate of 0.03 vacation hours per hour worked
 2 to 3 = 4 days (96 hours) paid vacation; Accrued at a rate of 0.04 vacation hours per hour worked
 3 to 5 = 5 days (120 hours) paid vacation; Accrued at a rate of 0.05 vacation hours per hour worked
 5 to 6 = 6 days (144 hours) paid vacation; Accrued at a rate of 0.06 vacation hours per hour worked
 6 to 8 = 6 days (144 hours) paid vacation; Accrued at a rate of 0.06 vacation hours per hour worked
 8 and up = 7 days (168 hours) paid vacation; Accrued at a rate of 0.07 vacation hours per hour worked

Employees shall accrue vacation at a rate sufficient to earn their total annual allotment after working a total of 2400 hours. Should an employee work sufficient hours to earn their maximum annual accrual before the end of the calendar year, accruals will cease until the following calendar year. Vacation balances are capped at one and one-half times the employee's maximum annual accrual, after which time accrual shall cease until such time as some vacation time is used to bring the employee below this cap.

Vacation shall be paid at rates that correspond to the standard full-time schedule. For example, a one-week vacation for a full-time employee shall be sixty (60) hours, forty (40) hours paid as regular pay and twenty (20) hours paid as overtime pay so that the employee receives pay as though he or she had worked his or her ordinary sixty (60) hour schedule.

13.2 SICK LEAVE

Part-Time or per diem employees will accrue sick pay of 1 hour for every 30 hours worked with a maximum of 40 hours per year. All other provisions of the California Healthy Family Act will apply. Employees may roll over up to two (2) days of sick leave each calendar year. At no time will employees be able to accrue more than 7 sick days.

Full-time employees will be granted five (5) paid sick days upon their date of hire, and each January 1, thereafter, to be used for their own illness or that of an immediate family member.

Any sick hours remaining at the end of the pay period preceding Christmas Day will be cashed out as follows:

Field Employees:	1 – 40 hours at regular time
	41 – 60 hours at overtime
	61 – 72 hours at regular time

13.3 REQUESTING VACATION TIME

Requests for vacation use must be submitted at least two (2) weeks in advance of the intended usage date. Vacation may only be used for full shifts; time off for partial shift shall use the Shift Relief or Shift Trade provisions. Multiple requests for the same day off shall be approved in seniority order. Vacation requests received with less than two (2) weeks' notice shall be approved to the extent of local staffing requirements, without incurring additional overtime expense, on a first come, first served basis. Requests for vacation usage which are related to emergencies and other unexpected and unplanned events shall not be unreasonably denied by the Employer based on ability to staff the requested shifts(s). Once an employee's request has been approved, it cannot be cancelled by the Employer for reasons other than major emergency (disaster, or staffing emergency.)

All vacation requests will be taken as paid time off and employees must have the hours accrued before the first requested shift off. Under no circumstances will vacation time be advanced to an employee. The time off request will not be approved if the employee does not have enough hours accrued or has not received an approval for a shift trade(s) to cover the needed hours of coverage.

13.4 SCHEDULING VACATION

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

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

1. A week of vacation is considered a one-week, seven consecutive days, period with no blackout dates.
2. Vacation will not be granted for more days than the employee has accrued, or will have accrued by the date of the vacation. If the employee fails to accrue sufficient vacation time, only the accrued vacation time may be taken. Employees may not elect to take unpaid time off when they do not have vacation accrued in lieu of vacation without management approval.
3. Vacation must be requested two weeks or more in advance.
4. The requested vacation cannot exceed the maximum number of allowed scheduled vacations per selected week, or total for the month.
5. If employees have the same seniority, a drawing will be conducted, that will decide who will have the first choice.
6. Each week has a maximum number of vacations allowed for that week. Generally, no more than one paramedic and one EMT may be on vacation in a single week, but the Employer may vary due to operational needs.
7. The Employer reserves the right to limit the amount of vacation approved during any month in order to ensure coverage.
8. In times when both approved vacation and unapproved shifts are open, the staffing preference will be given to the approved vacation and the holder of the other shift(s) will be responsible to find their own replacement, or to work if no replacement can be found.

13.5 PAY OUT

Approved vacation requests for time off will be paid as hours worked. Employees may, at their option, choose to receive pay in lieu of time off two (2) times per year for up to 50% of their vacation accrued amount paid at their regular rate of pay. Requests for such payment must be received no later than fourteen (14) days in advance.

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

An employee whose employment has been terminated, or who resigns, and who has unused accrued vacation pay shall receive such pay in addition to any other pay due in his/her final check. All sellbacks or pay outs at time of termination, either voluntarily or involuntarily, shall be paid at the employees' regular rate of pay. Employees who change from full-time will have their vacation cashed out on the following pay period.

13.6 VACATION DONATION

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

ARTICLE 14 HEALTH CARE BENEFITS

The Employer will provide a health insurance plan for full time paramedics and EMTs through Anthem Blue Cross Insurance, per the plan description attached as Exhibit "B" hereto and incorporated herein by this reference.

Each eligible employee shall pay an annual deductible of \$1000 (individual) or \$2000 (for family), after which Co-Insurance paid by the Employer shall be at an 80/20 rate. The maximum out of pocket expense for the employee or family shall be according to the carrier's Schedule of Benefits, a copy of which shall be available to employees and/or the union upon request.

The Employer will pay 100% of health insurance premiums for full time employees. The Employer will pay 60% of premium for dependents. The Employer will absorb premium increases up to 10% annually, but any annual premium increase above 10% must be borne by the employees. Should the annual cost increases exceed the 10% annual limit, the parties agree to meet and discuss other options to reduce premium increases. This meeting will take place as soon as possible after the employer has received the premium renewal rates for the following year. The parties further agree to meet annually during the month of March to discuss any issues that may arise with the new carrier and/or third-party payer.

Per Exhibit "B," the Employer shall provide chiropractic coverage for full time employees subject to a 20-visit limit per year. Within the 20 visit limit, the Employer shall pay all reasonable and customary charges for each visit up to \$25 per visit. If there is some unusual treatment or costs, the employee will be responsible for otherwise uncovered costs.

The Employer shall provide full time employees with Dental Insurance, subject to the schedule of benefits attached here to as Exhibit "C" and incorporated herein by this reference. The Employer shall pay a maximum of \$1500 per insured.

The Employer shall provide Orthodontic Coverage per Exhibit "C" at no cost for full time employees' dependent children under the age of 19 that covers 50% of monthly treatment up to \$1500 lifetime maximum.

A vision plan shall be made available through VSP, subject to the plan description attached hereto as Exhibit "D" and incorporated herein by this reference. Employees shall be responsible for all premiums if they choose to participate in the plan.

The Employer shall be entitled to renew the current plans annually, or, should the carrier modify or eliminate a plan, renew with the plan from the same carrier that provides a substantially equivalent level of coverage as determined by the Employer's insurance broker.

The employer will reimburse the cost of health club memberships to full time employees, provided that employees use the membership 8 times per month. If an employee fails to use the gym a minimum of 8 times per month every month, the Employer will not reimburse the fees. Employees must provide documentation of fees paid and gym attendance to be eligible for reimbursement.

ARTICLE 15 RETIREMENT BENEFITS

The Employer shall provide a 401(k) plan, and shall match up to 3% of participating employees' contributions, and shall be entitled to establish the terms of such plan, provided that all full-time employees are eligible for at least a 3% match if they participate. A copy of the plan description is attached hereto as Exhibit "E" and is incorporated herein by this reference.

ARTICLE 16 WAGES AND WAGE SCALE

All full-time paramedic and EMT wages shall be paid in accordance with the wage scale (based on full-time years of service) attached hereto as Exhibit "A" and incorporated into this Agreement by this reference. Annual increases shall be effective on January 1 of each year as set forth in Exhibit "A." Step increases shall be granted on the anniversary of an employee's full time hire date.

The Company shall have the right to hire new paramedics or EMTs by starting them at up to Step 6 of the Wage Scale, with all other terms and conditions such as bidding to be determined by seniority as set forth in this Agreement.

Part time or per diem paramedics shall be paid \$24 per hour. The Employer reserves the right to increase this rate if needed to ensure coverage.

The Employer shall pay an additional \$1.00 per hour for Field Training Officers (FTO) only during hours when the FTO is training a trainee. Employees may retain 100% of preceptor fees paid by a paramedic school.

County approved preceptors/evaluators will receive a pay increase of 2.5% of their base hourly rate. The Company shall determine the number of preceptors within its discretion, up to a maximum of 3 preceptors/evaluators. The Company shall have discretion to determine who may serve as a preceptor/evaluator, but if there are more than three candidates acceptable to the Company, preceptor/evaluator positions shall be filled by seniority. Approved preceptors/evaluators must precept at least two students per year, conduct 2 evaluations per year, or a combination of at least one of each, measured by a period of 12 months from the date they become a preceptor/evaluator. Should a preceptor/evaluator fail to precept/evaluate a minimum of two students or employees, singularly or in combination, within 12 months of being made a preceptor/evaluator (with the applicable pay increase), the employee's pay shall be reduced to the base rate for his or her applicable step on the wage scale.

The Employer will pay a Long-Distance Transfer (LDT) bonus to employees performing LDTs at \$100 per LDT. Meals costs will not be covered by the Employer. Each LDT crew may take up to 30 minutes off duty for a meal break before returning to Madera. Crews that are directed to cover an LDT during their on-duty shift will not be eligible for the LDT bonus. Only off duty crews called in to handle an LDT are eligible for the bonus.

The parties agree that it is in their mutual interest to reduce the burden presented by LDTs, particularly those that take place late at night. The Company has agreed to negotiate with Madera Community Hospital

with the goal of reaching an accommodation that will avoid LDTs that cause crews to return to post after midnight, as much as is practicable, except in the case of medical necessity. Once the Company has had such discussions with the hospital, the parties agree to meet and negotiate in good faith for a side letter on LDTs.

ARTICLE 17 EDUCATION, ORIENTATION AND MEETINGS

17.1 ON DUTY CONTINUING EDUCATION

The Employer will pay annual fees for a California Approved Online Training center, such as CE Solutions, for full-time employees. The Training Center shall be chosen by the Employer. Employees shall be free to access the online continuing education during off duty hours, but they shall not be paid for such time.

Additional training will be provided in-house. Attendance at in-house Employer training will be paid as hours worked only if attendance is required by the Employer.

The Employer will pay the necessary fees to make Continuing Education resources available to employees so that they can maintain their certifications as described in Article 18 below but shall not be required to pay wages for any hour spent in continuing education unless the Employer has mandated attendance at a particular program.

17.2 ORIENTATION

All new employees will be provided with paid orientation. This orientation may include supervised shifts.

17.3 MANDATORY MEETINGS

The Employer has the right to call meetings that all employees are required to attend. It is understood that employees will be paid for these meetings at their regular rate of pay including overtime for all time spent at a mandatory Employer meeting.

1. When Employer personnel have instructed the class and the employee was working for the Employer all of the offered days, the Employer will provide the make-up class without loss to the employee.
2. If the employee was not scheduled to work for the Employer all of the offered days and Employer personnel instructed the class the Employer will make every effort to provide the makeup class within two (2) weeks of the training.
3. If the employee was not scheduled to work for the Employer all of the offered days and Employer personnel were not the class instructors the employee will be responsible to make contact with the instructor and make arrangements to make-up the class material.
4. Failure to attend a mandatory meeting without prior approval may lead to discipline up to and including discharge.

ARTICLE 18 MISCELLANEOUS

18.1 OUTSIDE EMPLOYMENT

Outside employment will be allowed only with prior written notification to management, and only as long as such employment does not conflict with the Employee's performance of his or her duties. Outside employment shall be in accordance with applicable laws and regulations. Work requirements, including Employer overtime, scheduled and non-scheduled, will have precedence over any outside, part-time

employment. No employee shall be allowed to work for another provider of gurney transportation, EMT-1 or Paramedic service whether public or private, if that agency is in direct competition with the Employer. Employees who are unable to maintain a high standard of work performance with the Employer as a result of outside employment will be subject to appropriate disciplinary action up to and including termination. The Employer will not pay any benefits for injuries or illness resulting from or related to outside employment. Employees will advise employer of outside employer work schedules. The Employer reserves the right to send an Employee home if the Employee reports in a condition unsuitable for work due to fatigue or other factors.

18.2 CERTIFICATION/RECERTIFICATION

The Employer shall reimburse all full-time Paramedic and EMT personnel for the certification/re-certification fee required by the County and State EMSA upon presentation of receipts and new certification cards. The Employer reserves the right to provide these classes directly and reimbursement shall be limited to the cost of Employer-provided classes.

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

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

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

- California State Paramedic re-certification fee.
- CCEMS County Paramedic/EMT re-certification fee.
- ACLS and PALS reimbursement should be up to \$150.00 each
- BLS/HCP CPR up to \$60
- ADL fee
- MEC fee

18.3 ACCESS TO PERSONNEL FILES

Employees or their designated representatives shall have access to their personnel file after scheduling an appointment with their department head or manager.

18.4 UNIFORMS

The Employer shall furnish all employees the following uniforms and equipment at the outset of their employment.

Field Personnel Full-Time employees	Field Personnel Part-time employees (who do not work full time for other companies)
1 Jacket (outer shell and liner)	1 Jacket (outer shell and liner)
Jumpsuit.	Jumpsuit (at management discretion)
2 polo shirts, 2 button up shirts, 1 TDU	2 polo shirts, 2 button up shirts, 1 TDU
<u>3</u> pants	2 pants

1 belt	1 belt
Hats and beanies	Hats and beanies
One pair of boots every two (2) years up to \$150 with receipt, unless worn out sooner.	One pair of boots every two (2) years up to \$150 with receipt, only after the employee has worked 1500 hours in the year the boots are received.

The Employer will provide the above listed items on hire and will replace them as needed. Employer reserves the right to change the type or style of uniforms under the management rights clause of this Agreement. Employees are responsible for damage beyond ordinary wear and tear and loss or theft of provided items, may be required to replace lost, irresponsibly damaged, or stolen items at their cost, and may face discipline for failure to care for issued items. Any item that needs to be replaced due to wear and tear must be returned to the Employer prior to replacement. The Employer maintains the right to change or amend the uniform policy at its discretion except as mandated by this Agreement. The Employer also reserves the right to allow or require a different uniform for special events/programs at its discretion. Any mandated uniform changes will be supplied by the Employer or phased in to protect Employees from cost. Any items needed to conceal employee tattoos to comply with the uniform policy must be supplied at the Employee's sole cost. All employees are responsible for all equipment and uniforms issued to them and will return or replace items upon termination or resignation.

Each ambulance crew will be issued one handheld radio (HT) to be carried at all times. Failure to wear the radio may result in disciplinary action. Radios may not be used for personal use and must be left at the station at the conclusion of each shift.

18.5 TIMECARDS

Employees will be required to document all hours worked, days off duty, shift reliefs, vacation, and sick days for each day of the work week on an Employer provided timecard. Personnel will only be paid for hours on the timecard which are correct. Any timecards that are not filled out correctly or are late will be returned for correction and the employee will be subject to progressive discipline. Time records are available for viewing online, and all employees shall be entitled to access to their time records.

18.6 CONTACTABILITY

The Union recognizes the Employer needs to be able to contact all employees and agrees that all bargaining unit members will supply the Employer with a reliable method of contact. This method to be, but not limited to, a home phone number, for reasons such as overtime, mandatory call-in, shift/station changes or other needed contacts. The Employer will only be responsible for attempting to contact an employee at the primary contact number they have given. It is also understood that all Employees are responsible for giving any changes in their contact number to management in writing.

18.7 LABOR/MANAGEMENT COMMITTEE (LMC)

Labor/Management Committee (LMC) - The Employer and the Union shall establish a Labor/Management Committee covering all employees represented by USW, which shall be conducted via a jointly prepared meeting agenda.

The function of the LMC shall be to discuss work-related matters of mutual interest and/or concern, for the purpose of establishing safe working conditions and procedures, efficiency of operations, quality patient care, and harmonious working relationships between the employees, the Employer, and the Union. The

LMC shall meet quarterly and shall be run according to the jointly prepared agenda. The LMC may convene at either party's request, as needed, to address matters that would be untimely for the quarterly meeting. The LMC shall not have the power to change the provisions of the Labor Agreement between the parties, to negotiate new agreements, or to resolve grievances. No LMC meeting time or activities shall be considered working time under any circumstances.

Time spent, as a representative for the Union, on the Labor/Management Committee shall not be paid time unless the meeting is called by the Employer. Where possible, committee meetings shall be scheduled during or immediately adjacent to the committee member's regular shift.

18.8 WORK REQUIREMENTS

Employees must arrive at work on time, rested, dressed, and ready to work on arrival. Employees are expected to work during their shifts, and may not bring personal items for laundry, maintenance, or repair during their shifts. Post laundry facilities are for work clothing and items only and may not be used for personal items.

ARTICLE 19 NO STRIKE NO LOCK-OUT

19.1 NO STRIKE NO LOCK-OUT

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

ARTICLE 20 MAINTENANCE OF STANDARDS

20.1 OTHER AGREEMENTS

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

20.2 SUB-CONTRACTING

There will be no subcontracting of any services performed by employees of the bargaining unit except by mutual agreement between the parties.

20.3 LAWS AND ORDINANCES

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

20.4 LICENSING/QUALIFICATIONS

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

- County Certifications
- California Driver's License (Field personnel only)
- Ambulance Driver's License (Field personnel only)
- Medical Examiners Certification (Field only)

Failure to provide any of the above items within 14 days after its expiration date will result in immediate termination. The remaining qualifications listed in the employee job descriptions must be renewed within 60 days after the expiration date or the employee will be removed from the work schedule. Failure to renew the certifications within 90 days after the expiration date will result in termination.

20.5 DRIVER EXCLUSION

Personnel who are excluded by the Employer's insurance carrier from driving Employer vehicles shall be released from employment. Any employee not properly certified according to the state vehicle codes covering ambulance drivers will be released from employment. All employees must have the capacity to drive, and the Union and the Employer agree that an employee who cannot drive presents an undue hardship to the Employer. The Employer reserves the right, in its sole and exclusive discretion, to have a fitness for duty medical review for drivers any time it reasonably believes that a driver may present a risk to the public or the employees. The Union shall have the right to review the fitness for duty report, and any decision to remove an employee from their position for medical reasons is subject to the Grievance and Arbitration provisions of this Agreement.

20.6 EQUIPMENT RESPONSIBILITIES/JOB DUTIES

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

which the Employer may publish and issue pursuant to the Management Rights provisions of this Agreement. Should the Employer implement written SOPs, such SOPs will be provided to the Union for review prior to implementation, but the Union may only grieve SOPs that are inconsistent with the terms of this Agreement.

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

Each employee must report for work on time at the location of his/her assignment and ready to receive a pager test or an assignment or the employee will be considered tardy. Employees shall be clean shaven (neatly groomed mustache and goatee no more than 10 mm in length acceptable), showered and in proper uniform, unimpaired, properly rested and ready to work.

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

ARTICLE 21 SEPARABILITY

21.1 SEPARABILITY

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

ARTICLE 22 TERM OF AGREEMENT

22.1 TERM OF AGREEMENT

This Agreement shall be effective as of October 21, 2023 and shall remain in full force and effect through and including December 31, 2026 and shall continue in full force and effect for year to year thereafter, unless notice of desire to amend, cancel or modify the Agreement is served in writing by either party upon the other at least ninety (90) but no more than one hundred and twenty (120) days prior to the date of expiration.

PAS Proposal 1/1/2024

Year 1

PARAMEDIC

Step	Double			Annual Income
	Regular	Overtime	Time	
1	20.21	30.31	40.42	73,559.30
2	20.61	30.92	41.23	75,030.49
3	21.03	31.54	42.05	76,531.10
4	21.45	32.17	42.89	78,061.72
5	21.87	32.81	43.75	79,622.96
6	22.31	33.47	44.62	81,215.42
7	22.76	34.14	45.52	82,839.72
8	23.21	34.82	46.43	84,496.52
9	23.68	35.52	47.36	86,186.45
10	24.15	36.23	48.30	87,910.18
11	24.63	36.95	49.27	89,668.38
12	25.13	37.69	50.25	91,461.75

PAS Proposal 1/1/2025

Year 2

PARAMEDIC

Step	Double			Annual Income
	Regular	Overtime	Time	
1	21.22	31.83	42.44	77,237.27
2	21.64	32.47	43.29	78,782.01
3	22.08	33.11	44.15	80,357.65
4	22.52	33.78	45.04	81,964.81
5	22.97	34.45	45.94	83,604.10
6	23.43	35.14	46.86	85,276.19
7	23.90	35.84	47.79	86,981.71
8	24.37	36.56	48.75	88,721.34
9	24.86	37.29	49.72	90,495.77
10	25.36	38.04	50.72	92,305.69
11	25.87	38.80	51.73	94,151.80
12	26.38	39.57	52.77	96,034.84

PAS Proposal 1/1/2026

Year 3

PARAMEDIC

Step	Double			Annual Income
	Regular	Overtime	Time	
1	21.86	32.78	43.71	79,554.39
2	22.29	33.44	44.59	81,145.48
3	22.74	34.11	45.48	82,768.38
4	23.19	34.79	46.39	84,423.75
5	23.66	35.49	47.31	86,112.23
6	24.13	36.20	48.26	87,834.47
7	24.61	36.92	49.23	89,591.16
8	25.11	37.66	50.21	91,382.98
9	25.61	38.41	51.21	93,210.64
10	26.12	39.18	52.24	95,074.86
11	26.64	39.96	53.28	96,976.35
12	27.17	40.76	54.35	98,915.88

EMT

Step	Double			Annual Income
	Regular	Overtime	Time	
1	16.54	24.81	33.08	60,196.50
2	16.70	25.05	33.41	60,798.47
3	16.87	25.30	33.74	61,406.45
4	17.04	25.56	34.08	62,020.51
5	17.21	25.81	34.42	62,640.72
6	17.38	26.07	34.76	63,267.13
7	17.55	26.33	35.11	63,899.80
8	17.73	26.60	35.46	64,538.80
9	17.91	26.86	35.82	65,184.18
10	18.09	27.13	36.17	65,836.03
11	18.27	27.40	36.54	66,494.39
12	18.45	27.68	36.90	67,159.33

EMT

Step	Double			Annual Income
	Regular	Overtime	Time	
1	17.36	26.05	34.73	63,206.33
2	17.54	26.31	35.08	63,838.39
3	17.71	26.57	35.43	64,476.77
4	17.89	26.84	35.78	65,121.54
5	18.07	27.10	36.14	65,772.76
6	18.25	27.38	36.50	66,430.48
7	18.43	27.65	36.87	67,094.79
8	18.62	27.93	37.23	67,765.74
9	18.80	28.20	37.61	68,443.39
10	18.99	28.49	37.98	69,127.83
11	19.18	28.77	38.36	69,819.11
12	19.37	29.06	38.75	70,517.30

EMT

Step	Double			Annual Income
	Regular	Overtime	Time	
1	17.89	26.83	35.77	65,102.51
2	18.06	27.10	36.13	65,753.54
3	18.24	27.37	36.49	66,411.08
4	18.43	27.64	36.85	67,075.19
5	18.61	27.92	37.22	67,745.94
6	18.80	28.20	37.60	68,423.40
7	18.99	28.48	37.97	69,107.63
8	19.18	28.76	38.35	69,798.71
9	19.37	29.05	38.73	70,496.69
10	19.56	29.34	39.12	71,201.66
11	19.76	29.63	39.51	71,913.68
12	19.95	29.93	39.91	72,632.81

