

2020 LABOR AGREEMENT

BETWEEN



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

On behalf of its



TEMSA/USW LOCAL 12-911

and



West Side Community Healthcare District

Effective March 15, 2020 through June 30, 2024



United Steelworkers
 TEMSA LOCAL UNION 12-911
 222 S. Thor, Suite #7
 P.O. Box 640
 Turlock, CA 95381



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PREAMBLE

This Agreement made and entered into effective **March 15, 2020 (subject to ratification)** between WSCHD (West Side Community Healthcare District) hereinafter referred to as the “District,” and the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union (USW), for itself and on behalf of its Local 12-911, hereinafter referred to as “Union,” for the purpose of collective bargaining.

ARTICLE 1: RECOGNITION

1.1 RECOGNITION FOR BARGAINING UNIT

The District 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 District at its facilities located in Stanislaus/Merced Counties, California; excluding office clerical employees, professional employees, guards, and supervisors as defined in the Act.

1.2 SUPERVISORY EMPLOYEES

The District 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 District’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 District maintains the right to temporarily assign supervisory/management personnel to maintain contractual obligations in the event of temporary system overload.

1.3 SUPERVISOR WORK ON BASE UNITS

Base units are 12/24-hour ambulances that are scheduled daily without a disruption of continuous service. Supervisors, including the Director of Ambulance Operations, will not normally perform the work of bargaining unit employees on base unit shifts. However, supervisors, including the Director of Ambulance Operations may perform bargaining unit work in order to:

- (a) meet staffing needs during increased system status demand,
- (b) to cover a short-notice call-off until such time a replacement bargaining unit employee is identified;
- (c) to cover an open shift and maintain base unit staffing where no bargaining unit members are available to do so, and provided that the provisions of 9.9 and 11.7 have been complied with.

1. 4 JOB CLASSIFICATIONS

Full-time Paramedic
Full-time Emergency Medical Technician
Part-time Paramedic
Part-time Emergency Medical Technician

1.5 UNIT STAFFING/BARGAINING UNIT WORK

- A. All employees staffing any scheduled work will hold all necessary license and health certificates mandated by the State of California and Stanislaus and Merced Counties.
- B. Bargaining unit work will include:
 - 1. Standbys (races, sporting events, etc.)
 - 1.1.1.1. Any regularly scheduled ALS or BLS shifts.
 - 1.1.1.2. ALS, BLS transfers (local and long distance).
 - 1.1.1.3. BLS/ALS QRV
 - 1.1.1.4. Classroom instructors

ARTICLE 2: UNION DUES AND REMITTENCES

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 Article 1.01 of this Agreement and who are employed in the location listed in the first paragraph of this Agreement, and all future employees hired by the Employer in these same classifications and location shall become members of the Turlock Emergency Medical Services/United Steel Workers Local 12-911 (TEMSA/USW 12-911) on the thirty first (31st) day following the beginning of their employment or date of execution of this Agreement, whichever is later, and shall thereafter maintain their membership in TEMSA/USW 12-911 in good standing as a condition of continued employment.

Employees who fail to pay the monies required by TEMSA/USW 12-911, and employees, who are required to join TEMSA/USW 12-911 and fail to do so, upon written request to the Employer from the Union, will be terminated.

2.2 NEW EMPLOYEE/TERMINATION NOTICE /CHANGE OF STATUS

The Employer agrees to furnish TEMSA/USW 12-911 each month with the name of all newly hired employees covered by this Agreement, their address, social security number, classification, date of hire and the name of terminated employees and date of termination. The Employer shall also provide on a monthly basis, the name, address, and classification of employees who were previously ineligible to be a member of the bargaining unit, but who have become eligible for such representation due to a change in the employee's job status.

2.3 UNION DUES DEDUCTION

Upon receipt of an individual, voluntary, written and un-revoked check-off authorization from the Employee, the Employer will deduct from the pay of such employee during each calendar month a sum equal to that employee's Union monthly membership dues which fell due during the immediately preceding month. The Employer agrees to promptly remit the sums deducted under this paragraph to the Union.

The Employer shall be relieved of making such deductions upon a) termination of employment, or b) transfer to a job other than one covered by the bargaining unit or, c) layoff from work, or d) an

agreed leave of absence. Notwithstanding any of the foregoing, upon return of the Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions.

2.4 INDEMNIFICATION

TEMSA/USW 12-911 shall indemnify and save the Employer harmless against all claims, demands, actions, or other liabilities, including the Employer's reasonable attorney's fees, that may be made against or incurred by it arising from or by reason of any action or inaction by the Employer in carrying out the provision of this Article 2.

2.5 APPLICABLE LAW

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

2.6 UNION ACTIVITY

The Employer will not discriminate in any way against any employee engaging in official Union activity.

2.7 UNION NOTICE

The Union shall be notified of any rule, resolution, regulation, policy, or procedure change relating to matters within the scope of representation not covered by the Agreement, which is adopted or implemented by the Employer.

2.8 USW DUES SCHEDULE

Effective the first full-pay period in July 2016 the following dues schedule/procedures will start.

Section 1

During the term of this agreement, the Employer will deduct from the first paycheck of each month dues, assessments and initiation fees, each as designated by the International Secretary-Treasurer of the Union, from the wages of this employees covered by this Agreement who individually and voluntarily execute a written check-off authorization card. The Employer shall promptly remit any and all amounts so deducted to the International Secretary-Treasurer of the Union. A copy of such authorization card for the check-off of Union dues should be forwarded to the Financial Secretary of the local union along with the membership application of such employee. All payroll deductions shall be forwarded to the International SecretaryTreasurer, United Steelworkers, PO Box 644485, Pittsburgh, PA 15264-4485.

Section 2

Remittance. The Employer will deduct monthly dues or service charges, including, where applicable, initiation fees and assessments, each in amounts as designated by the Union's International Secretary - Treasurer, effective upon receipt of individually signed voluntary check-off authorization cards. The Employer shall within ten (10) days remit any and all amounts

so deducted to the Union's international Secretary-Treasurer with a completed Summary of Dues form R-115 or its equivalent. A check off list shall accompany the deductions, setting forth the name and amounts of dues, assessments and initiation fees. A copy of the deduction list shall be forwarded to the financial secretary of Local Union 12-911.

ARTICLE 3 UNION ACCESS

3.1 ACCESS OF REPRESENTATIVES OF THE UNION

A duly authorized representative of the Union shall be permitted access to the District's facilities, for the purpose of observing conditions under which employees under this agreement are working, provided such visits do not interrupt or interfere with normal operations. Union representatives will notify the District of their presence either upon their arrival at the District's facilities, or by telephone in advance of arrival.

3.2 BULLETIN BOARDS

The District shall furnish at each work location a reasonably sized Bulletin Board to post Union bulletins and publications. The space provided will be maintained by the shop stewards and official Union Representatives, with the posting or removal of bulletins and publications to be handled only by the same.

3.3 EMPLOYEE MAILBOXES

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

3.4 UNION STEWARDS

The District recognizes the right of the Union to select up to a maximum of four (4) Union Stewards. The District agrees that there will be no discrimination against the authorized steward because of Union activity. Stewards shall not be recognized by the District until the Union has notified the District in writing of the selection of new or changed union shop Stewards. Union Stewards will not conduct Union business while on duty without District approval. Shop stewards will be allowed an adequate amount of time to inform new employees at their company orientation of union policies and procedures.

The District will make every effort to use on duty shop stewards for disciplinary, investigation and step one grievance meetings. Shop Stewards shall suffer no loss in pay for attendance at disciplinary, investigation and Step One grievance meetings held during the Steward's shifts.

ARTICLE 4: *TRANSFER AND SUCCESSORSHIP????????????????*

4.1 TRANSFER OF DISTRICT, TITLE/INTEREST OR CLOSURE

The District shall provide the Union within thirty (30) days' notice concerning the cessation of operations or transfer of same to the successor organization.

4.2 SUCCESSORSHIP

The District agrees that if, during the life of the collective bargaining agreement ("Agreement") which this successorship understanding is part of, any facility covered by this Agreement is sold, leased, transferred or assigned, the District shall inform the purchaser, lessee, transferee or assignee, of the exact terms of this Agreement and shall make the sale, transfer, or assignment conditional upon the purchaser, lessee, transferee or assignee, assuming all the obligations of this Agreement until the expiration date and treating the affected employees of the Bargaining Unit in accordance with the terms of the Agreement.

Provided all contractual agreements are honored regarding seniority, including provisions for layoff and recall (it being understood that the applicable purchase Agreement shall require the purchaser to make its hiring decisions with respect to the Bargaining Unit positions according to the contractual rules that would apply as though such hiring were a decision to recall or lay off Bargaining Unit Employees), it is understood that:

- (a) the purchaser will not be required to have the same number of employees in the applicable bargaining unit as the District does at the time of the transaction, and
- (b) that the applicable purchase agreement may permit the purchaser to make changes in the benefits programs required by this Agreement provided that all the benefits in all events continue to be substantially equivalent in the aggregate to those provided under the Agreement.

It is agreed that the District's obligations under this successorship language will be satisfied if the applicable purchase and sale agreement: (i) contains the terms required by the above paragraphs, and (ii) either makes the Union a third party beneficiary to those terms; or is supplemented by a contemporaneous agreement between the Union and the purchaser effectuating those terms.

ARTICLE 5: EMPLOYEE CORRECTIVE ACTION, INVESTIGATIONS, AND DISCIPLINE

5.1 PRINCIPLE OF PROGRESSIVE DISCIPLINE

The District and the Union recognize that the intent of corrective action is to remedy performance problems, and modify inappropriate behavior. While the District will attempt to accomplish those objectives through training, education and "informal corrective action," the District reserves the right pursuant to Article 5.2 to impose "formal corrective action," up to and including termination for just cause.

5.2 FORMAL CORRECTIVE ACTION/DISCIPLINE

Formal corrective action consists of written warnings, suspensions and discharge/termination. Written reprimands may be considered the first level of formal corrective action for purposes of progressive discipline. The District agrees to comply with the principles of progressive discipline. The severity of disciplinary action depends on the nature of the offense and the employee's past disciplinary record, and may range from written counseling to immediate dismissal.

The District and the Union understand and agree that each individual case shall be judged on its own merit. Serious, or repeated offenses, may result in discipline commensurate with the offense, or total situation, and not necessarily be based upon the premise of progression.

No employee, except those on probation, shall be disciplined without a disciplinary meeting with the appropriate District Official. This disciplinary meeting shall take place within fourteen (14) days of the alleged incident or fourteen (14) days from when the District was made aware of the alleged incident unless a longer period is needed and is agreed upon between the Union and District.

If the Union believes the disciplinary action to be unjustified, the matter may be pursued through the grievance and arbitration procedures. Employees on suspension will not be offered call back or open shifts within the pay period of the suspension.

5.3 INFORMAL CORRECTIVE ACTION

Informal corrective may include confirmations of discussions, documented coaching and counseling meetings with written policy reminders, verbal warnings, counseling memoranda, or performance improvement plans (PIP). However, any informal corrective action will not be used for progressive discipline.

In the event of a P.I.P. (Performance Improvement Plan):

When any employee working for the District is being audited in any way by the District, the audit shall only occur during the employee's normal work scheduled days unless the employee agrees to manipulate his or her schedule days. This shall not apply if the employee is being required to be the third person on the unit.

5.4 UNION NOTIFICATION

Pursuant to Article 5.1 the District shall have the right to discharge, suspend, and/or discipline an employee for just cause. The District shall notify the Union in writing by mail, and/or by electronic mail, and/or fax, of all suspensions and discharges and the reason for such action.

5.5 EMPLOYEE NOTIFICATION

The District agrees that upon discovery of an incident, which may warrant investigation or disciplinary action that they will notify the employee in writing within seven (7) calendar days.

5.6 INVESTIGATORY INTERVIEWS

Whenever there is an Investigative or Disciplinary meeting, a Union Representative will be present. In a case where an employee does not want a Union Representative present, the Employee will need to have a signed document of such request.

Prior to the interview, the employee shall be informed of the general nature of the matter being investigated. A written notice to the employee issued pursuant to Article 5.5 will satisfy this requirement. The employee may request to consult with their representative, if any. If the

representative an employee requests is unavailable, the employee may request alternate representation. The District is not obliged to postpone the interview, nor to suggest and/or secure the alternate representation; however, the employee shall not be required to answer any questions without a representative present, unless the employee voluntarily chooses to do so. At its discretion, the District may elect to postpone any interview if the employee requests representation.

5.7 NOTICE OF PENDING DISCIPLINE

Where the District makes a determination that an employee shall be subject to discipline, the District shall provide the employee with a Notice of Pending Discipline. That Notice shall include:

- (a) the cause(s) for disciplinary action;
- (b) the pending discipline;
- (c) the proposed effective date of the pending discipline;
- (d) the identity of the District Officer designated to review the matter in the event that the employee requests an administrative review pursuant to 5.8; and
- (e) a copy of this Article.

5.8 ADMINISTRATIVE REVIEW (Skelly Hearing)

The District will notify the employee of any intended adverse actions at least five (5) days prior to the effective date. The Employee has the right to respond prior to the effective date of the adverse action. If the Employee requests a Skelly Hearing Officer it will be scheduled within five (5) days of their notification.

The Skelly officer's decision will not be binding but will be an Informal Resolution. It is the mutual desire of the Union and the District that employees and their supervisors informally and promptly discuss and attempt to resolve problems arising under this Agreement; without having to resort to the formal grievance procedure. However, this the grievance procedure provides a useful way of resolving differences that could not be resolved informally. Neither the Union, the District, nor any Employee will be barred from filing a formal grievance if an administrative review was not requested by the employee, and/or otherwise was requested but did not occur. In any event, the District and the Union agree to automatically extend the time-limits under this Article until the completion of the Skelly process.

5.9 DISTRICT RULES

District rules and regulations shall be made available to employees for their benefit and understanding. Any modifications of these rules and regulations by the District shall be provided to employees and the Union before they are enforced. All notifications of any changes in District rules or regulations will be provided to Union and employees at least two (2) weeks prior to implementation. Unless mandated by State or County Authority that Mandates Immediate Implementation.

5.10 DISCIPLINARY DOCUMENTATION

Disciplinary action documentation related to formal discipline shall remain in effect for the period of 12 months from the date of the discipline.

Documentation related to informal corrective action shall remain in effect for a period of 6 months from the date of the informal corrective action.

5.11 ADMINISTRATIVE LEAVE

The District may place employees on a one (1) work week (7) consecutive days, unpaid administrative leave, if the investigation requires additional time beyond one (1) work week (7) consecutive days, and the additional time required to investigate is caused solely by the District's actions or inactions of which the District has control of (e.g. not the employee's fault), then the employee will be placed on paid administrative leave, including accumulation of PTO and benefits pending investigation into allegations that could lead to corrective action of a multi-day suspension or greater. Employees shall be provided written notice of the allegations against them when placed on administrative leave. Employees shall also be advised of the obligation to cooperate in the investigation and remain available for an administrative interview while on administrative leave. The District shall concurrently provide the Union with a copy of the written notice. At the conclusion of the administrative leave, employees shall be returned to their regular assignments and/or served. If corrective action is initiated, employees may grieve the corrective action.

ARTICLE 6: NO DISCRIMINATION/HARASSMENT

6.1 NO DISCRIMINATION

The District 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, gender identity, gender expression, transgender, marital status, physical handicap (including AIDS), medical condition (i.e. cancer), ancestry, or any other protected class under the law. In addition, the District and the Union agree that they shall not discriminate against any employee for his/her membership in the Union.

6.2 HARASSMENT

The District and the Union agree to maintain a work environment free of harassment and intimidation. All employees have the right to be free of Sexual Harassment and any unwelcome Verbal, Physical or Visual Harassment which is directed at them because of their race, sex, color, religion, ancestry, national origin, mental or physical handicap, medical condition, age, marital status, gender identity, gender expression, transgender, or sexual preference or any other protected class under the law.

VERBAL HARASSMENT

Examples include offensive sexual language, sexual innuendos, slurs or degrading words.

PHYSICAL HARASSMENT

Examples include unwanted physical touching, assault, blocking or impeding of movement or physical interference.

VISUAL HARASSMENT

Examples include sexually suggestive objects, sexually offensive posters, pictures or cartoons.

SEXUAL HARASSMENT

Examples include the above forms of harassment as well as any unwelcome sexual advances, propositions, notes, letters, invitations or requests for sexual favors. While most incidents of sexual harassment involve a male harassing a female, it may also involve a female harassing a male or males and females harassing persons of the same sex. Reciprocal, consensual relationships are not included in this definition.

Harassment may also occur where submission to unwelcome conduct is explicitly or implicitly a term or condition of employment, where submission to or rejection of such conduct is used as a basis for retaliation or the making of employment decisions, or where such conduct creates an intimidating, hostile or offensive working environment which unreasonably interferes with the employee's work performance.

The District and the Union encourage all employees to help maintain a work environment free of harassment and intimidation by not personally engaging in any harassing behavior and by immediately reporting to management any incident of harassment. No employee will be retaliated against by making management aware of a complaint. Any employee observing or subjected to harassment by another employee, supervisor, manager, customer or any other person doing business with West Side Community Healthcare District must immediately report the incident to either their supervisor, manager or the human resources department.

All reports will be promptly investigated in a confidential manner. The results of the investigation will be communicated to the alleged harasser and the complainant, and appropriate remedial action will be taken. All employees are required to comply with this policy. Any employee who is found to have violated this policy will be subject to appropriate disciplinary action which may include termination. The parties are also aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment.

ARTICLE 7: GRIEVANCE PROCEDURE AND ARBITRATION

7.1 GRIEVANCE PROCEDURE

The purpose of this procedure is to provide for the timely adjustment and resolution of grievances.

1. A "grievance" is any dispute brought against the District by the Union and/or a bargaining unit employee alleging a misinterpretation, misapplication or alleged breach of this Agreement.
2. The "date of occurrence" is the date when the Union or the employee filing the grievance knew or reasonably should have known of the event that is the subject of the grievance or is the effective date of final corrective action.
3. The Union may file a written grievance directly at Step Two when the subject of the grievance affects a majority of bargaining unit members or resulted from the actions of a District representative holding a classification higher than the employee's immediate supervisor.
4. By mutual agreement of the parties, concurrent grievances arising from the same incident or core facts may be consolidated into a single grievance.
5. Any grievance that is not filed or prosecuted within the time limitations set forth herein shall be deemed waived. If the grievance is not appealed from one level to the next within the time limits specified in this grievance procedure, the grievance will be considered settled without setting precedent. If the District fails to respond to the grievance within the time limits specified in this grievance procedure, the grievance may be advanced to the next level. The Union and the District may, by mutual agreement in writing, extend time limits at any step of the grievance procedure for a specified period of time.
6. Bargaining unit employees who are grievant shall be given time off with pay during their regular work hours to attend grievance meetings with the District and formal grievance proceedings.
7. The District and Union shall produce non-privileged and non-confidential information relevant to the particular grievance in response to written requests from the other party for such information. Responsive information must be produced to the requesting party within thirty (30) calendar days from the receipt of the request.

7.2 GRIEVANCE LEVELS

Step One:

Grievances shall be reduced to writing and submitted on a grievance form and provided by the union, to the Operations Manager/Director or his/her designee within fifteen (15) calendar days of the date of occurrence. The Operations Manager/Director or his/her designee shall respond to the grievance in writing within fifteen (15) calendar days after submission of the grievance.

Step Two:

If the grievance is not resolved at Step One, within fifteen (15) calendar days of the receipt of the Step One response, the grievance shall be reduced to writing and submitted to the General Manager of Operations. The parties shall meet in an attempt to resolve the grievance within

calendar days after such submission and the General Manager of Operations shall respond in writing within fifteen (15) calendar days from the date of the meeting.

Step Three

If the grievance is not resolved at Step Two, the Union may submit the grievance to arbitration within fourteen (14) calendar days from the date of the Step Two response or the effective date of final corrective action, whichever is appropriate.

7.3 ARBITRATION

The parties shall request a list of seven (7) labor arbitrators from the Federal Mediation and Conciliation Service. Within fifteen (15) calendar days following receipt of the list of arbitrators, the parties shall select an arbitrator from the list using an alternative striking method.

The arbitrator's authority shall be limited to resolution of the particular issue(s) submitted to the arbitrator by the Union and the District and the authority conferred by this Agreement. The arbitrator shall have no authority to alter, change, ignore, delete from or add to the provision of this Agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented by the parties. The decision of the arbitrator shall be final and binding on the parties.

The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents and things at the arbitration hearing. The arbitrator shall also have the authority to resolve any pre-hearing motions.

The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action where the District shall have the burden of production and proof at the hearing. Back pay awards shall be based on the economic provisions contained in this Agreement and subject to offset for unemployment benefits and compensation earned by the grievant during the back-pay period. The fees and expenses of the Arbitrator shall be paid equally by both parties. Unless mutually agreed upon, costs and fees for court reporters and hearing transcripts shall be borne solely by the party requesting such services. The parties shall bear their own expenses for legal representation.

7.4 TIME LIMITS

By mutual agreement between the Union and the District, 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. In the event either party fails to appeal the grievance to the next step of the procedure or fails to respond to the grievance within the time limits specified, the grievance shall be automatically moved to the next stage of the grievance process.

7.5 PARTICIPANTS

The District 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 District shall, at all times, provide safe materials, equipment, vehicles and working conditions for all employees. It is specifically agreed that the compliance with all State and Federal Laws relating to working conditions, safety and health shall be an integral part of this Agreement. The District will supply necessary safety equipment. The district shall provide annual fit testing for all employees. 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 District safety rules and regulations shall be subject to disciplinary action.

8.2 SAFETY EQUIPMENT

The District shall provide all required general safety and protective gear for each paid crew member.

8.3 USE OF TOBACCO PRODUCTS

Smoking or use of tobacco products will not be permitted in areas which constitute either a fire hazard or disturbance to patients, visitors, or co-workers. The District 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, and smokeless electronic devices will not be permitted within 20 feet of any ambulance or buildings owned or maintained by the District. Tobacco use will only be allowed in designated areas as determined by the District.

8.4 COMPANY PAID IMMUNIZATIONS

The District will pay for or provide the Hepatitis Series, Seasonal Flu, MMR, Tdap, Varicella, and an annual TB test for all field personnel unless the employee has signed a waiver declining the immunization.

8.5 DRUG AND ALCOHOL-FREE WORKPLACE

The Union and the District 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 District 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.

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 District. 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 with the exception of law enforcement. 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 District finding probable cause shall be documented on an Incident Report Form. The Union and District further agree that:

- Random substance testing will be permitted.
- In the event of injury, accident or moving violation while on duty, testing will be mandatory.
- In the event of a controlled medication loss, discrepancy or diversion investigation.

8.6 LONG DISTANCE TRANSFERS/POSTING ASSIGNMENTS LONG DISTANCE TRANSFERS

A long-distance transfer is defined as a transfer that is greater than sixty (60) miles, one-way. For non-emergency long-distance transfers, the District will attempt to call in a crew to handle the transfer. In the event that an on-line crew is utilized West Side Community Ambulance District shall dispatch a crew that would normally be on duty for the duration of the transfer. Call-in crews shall be in compliance with current county contract in regards to hours worked.

Posting Assignments

Units that are posting for any district will be posted in a secure, well-lit area with access to restrooms and vending accessibility such as a convenience store.

8.7 CREW QUARTERS

Every designated crew quarters operated by WSCHD shall be outfitted with kitchens; to include microwave ovens, refrigerators, conventional stove and ovens, sinks, bathrooms, heating and air conditioning systems, TV, sofa and wall mount thermometers.

The District will have installed, control units that will self-switch to heating and cooling functions that are adjustable between 70 and 75 degrees as needed for normal environmental weather changes. At no time will the controls be set beyond the recommended safe range, as specified by the HVAC contractor selected by the district. In addition, at no time will the ambient temperature be higher than 75 degrees Fahrenheit. If temperature specifications cannot be met within the safe settings range the district will bring in additional equipment or relocate the crew.

Lockers will be provided by the District at the location to allow full-time employees to secure their personal belongings. Lockers will be of the same size for each employee. There will also be two (2) lockers of the same size for part time employees to use during their shift at each location.

A private sleeping area will be provided for all paid crew members.

8.8 EAP/CISD/EMERGENCY RELIEF

- A. The District will establish, maintain and pay one hundred percent (100%) of the plan premium for EAP.

- B. Full-time and part-time employees shall have access to a critical incident stress debriefing service (CISD) through Stanislaus/Merced Counties of which District will pay any costs. The District will allow shift relief for any employee requesting CISD as soon as practical or as soon as the system allows.
- C. The District will allow emergency shift relief for the following reasons with supervisor approval:

As an example:

- 1. Family illness or injury, as defined by FMLA or CFRA
- 2. Employee illness or injury
- 3. To attend a CISD, with confirmation by a CISD team member. Employees will not suffer any wage loss for any work related CISD debriefing.

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. At the employee's discretion he/she may utilize any available PTO for C1 and C2 above.

8.9 EMPLOYEE'S RIGHT TO REFUSE UNSAFE WORK

No employee shall be required to work under hazardous conditions or with unsafe equipment, which would be hazardous to him/her or to his/her, co-workers and/or a patient's health and safety. Employees who become aware of hazardous conditions and/or unsafe equipment must notify the on-duty supervisor as soon as possible. Employees who violate Company safety rules and regulations may be subject to disciplinary action up to and including termination. No employee will be subject to discipline for reporting a health or safety problem.

ARTICLE 9: SENIORITY/TENURE

9.1 DEFINITION OF AN EMPLOYEE

A full-time employee is defined as an employee who is regularly scheduled during the bidding process. These full-time employees will be selected by the employer using a selection process as determined by the district. All full-time employees will be scheduled for Sixty (60) hours per week.

A part-time employee who is defined as an employee who is regularly scheduled to work twenty-four (24) or more hours per two (2) pay period, provided there are open shifts available. Where an employee is unable to work the twenty-four (24) minimum due to:

- (a) Assignment to a Fire Strike Team
- (b) Disaster Medical Team (DMAT)
- (c) Any such similar assignment as determined by the Employer the employee shall be retained in active part-time work status for the period of any such deployment.

Part-time employees who are scheduled to work an average of sixty (60) or more hours per week for three (3) consecutive months or more shall automatically have their status changed to full-time

and shall receive a new date of hire for purposes of seniority. This time limit may be extended by mutual agreement of the District and the Union.

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.

9.2 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 last 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.

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.

9.3 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 cause.
- 3) Failure to respond to the District upon recall to full time work following layoff within two weeks after receiving notice by electronic and./or certified mail. This shall not apply if the Union and the District 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 company.

9.4 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 a draw by lot by a shop steward during the orientation period, in the presence of a management representative

Seniority for classification changes:

- 1) Date of hire into new classification
- 2). In the event one and two are the same date will be determined by lot drawn by a shop steward during the probation period, in the presence of a management representative

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

9.5 PROBATION

Newly hired full-time employees shall be required to undergo a one (1) year probationary period. The probationary period for part-time employees shall be eighteen (18) months, or 1250 hours worked for the District, or eighteen months, whichever occurs first. There will be written performance evaluations every three (3) months. Such written performance review shall enumerate the performance deficiencies, if any, to be corrected. A time limit shall be agreed upon for the employee to correct their performance in the deficient areas.

Notwithstanding the above, any probationary employee may be separated from employment at any time by the District upon written notice of rejection during probation. The employee should normally be given one (1) week notice of rejection during probation, unless the reason for the rejection is such that the separation should be immediate and without notice. Where an employee is given notice, the employee will receive wages in lieu of notice calculated as the average of the last four calendar weeks worked prior to the date of the written notice.

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 six (6) months without losing their seniority in their previous job classification (i.e. EMT). Those employees not meeting company standards in the new job classification will have the right to return to their old job classification without loss of seniority or benefits.

9.6 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.

9.7 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.

9.8 SENIORITY FOR SCHEDULING

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

- 1) Full-time employees by last date of hire in current classification.
- 2) Part-time employees by last date of hire in current classification.

9.9 SCHEDULING FOR TEMPORARY VACANCIES/CALL IN AND SHIFT COVERAGE

Temporary vacancies will be filled using the employee phone list and employee email of choice; each employee shall provide the employer with a phone number and their carrier so that the District can text and email open shifts.

The filling of temporary vacancies/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) hours in the current week.
- 4) WSCHD can reassign an employee already scheduled to a different shift on the same day if it doesn't reduce their hours, and only for temporary and isolated incidents.
- 5) When creating the monthly schedule; no single part-time employee shall receive more than twenty-four (24) hours on the schedule until all part-time employees have been provided a scheduling opportunity.
- 6) The monthly schedule shall be started on the first Tuesday of the proceeding month.
- 7) For any scheduling emergency, defined as less than twelve (12) hours notice, management will notify through electronic media as emergency fill. Any notification of a shift as emergency fill must be awarded to the first available employee that is qualified to work the position. No allowances for overtime or pay scale can be considered. If a qualified employee is on property, they may accept the hours and no further notifications need be made.

- 8) Any shift vacancy that is not covered by 9.9 (7) above shall be notified to all qualified employees. After one (1) hour from the time that the notification was sent to the employees, the District shall proceed to fill the shift vacancy from the qualified employees who have responded pursuant to 9.8.

9.10 SENIORITY FOR BENEFITS

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

9.11 ADVANCE NOTICE OF REDUCTION

The District shall notify affected employees of any anticipated reduction in force thirty (30) days in advance, if possible.

9.12 POSITION VACANCY

An open position shall be posted for seven (7) calendar days. Any employee interested in the position must apply during that period. Preference will be given to qualified individuals currently employed by the District. The District is not obliged to exercise the preference for hire provision where the employee has formal corrective action pursuant to Article 5.2, where there is more than one applicant for a posted vacancy that would be eligible under this provision, then the vacancy shall be filled by the non-probationary employee with the greater seniority in the classification.

ARTICLE 10 BIDDING

10.1 BIDDING (any bid other than the general December bid which goes into effect in January)

A complete re-bid will be held if the vacancy occurs in the first half of the current bid cycle. A bid notification will be given a minimum of seven (7) days in advance of the re-bid. All employees in that classification are required to bid at their scheduled time. In cases of extreme circumstances, this process may be altered by mutual agreement of both parties. The vacancies shall be filled by seniority.

10.2 SHIFT BID

Shift Bid Guidelines for Full-Time Bargaining Unit Members:

1. A yearly shift bid shall take place 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.
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, and/or July, that the schedule will be taking effect in. 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.

3. There will be at least one full-time Paramedic scheduled on each unit (each unit shall consist of (1) Paramedic and (1) EMT) every day of the week. There will not be dual Paramedics scheduled on a single unit unless staffing needs are met for the shift bid period. Exceptions shall include shift trades, giveaways, overtime, or PTO use. In the event the opportunity for a dual Paramedic unit to be scheduled, preference will be given to Paramedics with 2 years or less of Paramedic experience prior to awarding the dual paramedic unit by seniority.
4. All full-time bargaining unit members will be scheduled to work at least one weekend day per pay period. Weekends are defined as Saturday or Sunday. Exceptions shall include shift trades, giveaways, overtime, or PTO use.
5. Bargaining unit members will be allowed a maximum of one (1) split shift per week as long as there is another full-time bargaining unit member willing to take the other half.
6. If by May 31st of each year the majority of the full-time bargaining unit members agree by vote to have a re-bid. A mid-year shift bid shall take place by June 10th of that year and shall take effect the first full pay period in July of that year, following the same method stated above in item #2 starting with a blank schedule of July this time.

10.3 MEAL PERIODS

Employee(s) shall be allowed three (3) paid meal periods of a half (1/2) hour duration in a twenty-four (24) hour shift. Shifts of twelve (12) hours or less (excluding special event standbys) will be allowed one (1) meal period of a half (1/2) hour duration, which may only be interrupted by the District (dispatch) to respond to calls and their resultant posts. Employee(s) on a long-distance transfer shall have up to sixty (60) minutes to eat at a restaurant while in a direct route back to the required station/post. Transports and post assignments shall be allowed ample time for a "to go" meal when returning to the station.

10.4 SLEEP TIME

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

10.5 SHIFT TRADES

Employees shall be allowed to trade shifts without loss of benefits, if the following procedures are followed:

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

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 District
2. Full-time employees may have unlimited shift trades. However, all shift trades must be completed within a single 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.
4. A shift trade of different classifications may be made as long as it doesn't reduce the minimal requirements of the unit's classification and/or increase the cost to the District to staff the unit (i.e. an EMT may not trade shifts with a Paramedic). All requests must be filled out completely and turned in to the Supervisor

10.6 WORKWEEK/PAYPERIOD

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. For shifts of twelve (12) or twenty-four (24) hours, or combination thereof, overtime will be paid after forty (40) hours worked in the seventh consecutive day period. Pay periods will consist of two consecutive workweeks. Barring extenuating circumstances, paychecks will be available by 0900 hrs. every other Friday of each payday at the District's office or Mail Room. The district retains the right to modify the seven (7) day pay period with thirty (30) day's notice provided the district maintains a bi-weekly pay period.

10.7 ON-CALL STAFFING

The District, at its discretion, may staff an on-call unit to be utilized. The on-call crew will be selected on the basis of seniority from those employees who meet availability.

10.8 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. Hold over will not exceed four (4) hours without employee consent.
3. All hold over time will be documented on the time-cards and reported to the operations manager. For employees that have worked less than forty (40) hours hold over pay will be at one and one half (1.5) times the employee's regular hourly

rate of pay. For employees that have worked more than forty (40) hours hold over pay will be at two times (2.0) employee's regular hourly rate of pay.

4. An ALS certified employee will not be considered relieved until the oncoming ALS employee is present and ready to receive a pager test or an assignment.
5. It is recognized that there may be instances in which an employee a hold over is unavoidable and it is necessary for the employee to hold over longer than previously designated in the Agreement greater than four (4) hours.

Any such employee shall be compensated at the rate of their regular hourly rate of pay plus the rate of pay the employee was earning at the time the employee was so held over. For example, if the employee was earning pay at the rate of 1.5 or 2.0 times the regular rate of pay, the hold over rate of pay would 2.5 or 3.0 times the regular rate of pay respectively.

ARTICLE 11: WAGES

11.1 WAGE RATES: See attached wage scale.

11.2 OVERTIME

Overtime for any employee will be paid after (40) hours worked in the week. Overtime shall be paid at the rate of one and one-half times (1.5x) the regular hourly rate of pay.

11.3 REPORTING PAY

Employees who are requested to report to work and who come to work without having received notice prior to arriving at work that no work is available within the assigned job description shall be handled per the following process.

When the District is unable to utilize such employee, the employee will be paid according to the schedule he or she was scheduled at the appropriate rate of pay.

Such an employee may choose to leave work before the end of their assigned schedule. In such circumstances the employee shall be paid for four (4) hours of pay at the regular hourly rate of pay, or the actual hours worked, whichever is the greater.

The provisions of this section shall not apply if the District had made reasonable efforts to notify employees not to report to work, at least two (2) hours before their scheduled time to work and, for whatever reason, the employee did not receive such notification.

11.4 PRECEPTORS

The preceptor will have interview rights with the option to not accept a potential intern. WSCHD will retain a 10% fee for the administration of the program and the collection of the fee. Compensation to the preceptor will be paid via payroll at the completion of the internship. If a preceptor elects to provide services without compensation then WSCHD will also waive their fees.

11.5 PAY SCALE

The District may place an employee up to the top step on the pay scale above the beginning pay rate as determined by their applicable EMS experience. Step increases shall be granted on the anniversary of an employee's hire date.

11.6 FIELD TRAINING OFFICER (FTO) DIFFERENTIAL

Employees who meet the FTO job description qualifications and are selected by the Employer to be FTOs will be paid an additional One Dollar (\$1.00) per hour for all hours worked while training a new hire. This stipend will not be computed for overtime. Such employee FTOs when used to perform classroom instruction while off duty will be paid a premium of three dollars (\$3.00) per hour for each hour performing such classroom instruction. This three dollar (\$3.00) premium will not be used to calculate overtime pay.

11.7 MANDATORY ASSIGNMENT OF OVERTIME

Except in cases of extreme emergency, when the Employer determines a shift is open, such shift shall first be offered to part-time employees in seniority order who are not scheduled to work, or have not worked, forty hours in the week of the open shift.

If the shift remains open after exhausting such part-time employee list, full-time employees shall be offered the open shift in seniority order.

If the shift remains open after exhausting such full-time employee list, the least senior full-time employee who has not been called back within the last thirty (30) days, or in the event all full-time employees have been called back within that period, the least senior full-time employee who has been called back during such thirty (30) day period must work the open shift.

A mandatory assignment of overtime may not occur more than forty-eight (48) hours in advance of the need for such overtime. The sole exception to the forty-eight-(48) hours prior mandation limit shall be a natural disaster such as, but not limited to, earthquake or fire.

An employee who works a mandatory assignment of overtime shall be paid at the rate of their regular hourly rate of pay plus the rate of pay the employee was earning at the time the overtime was mandated. For example, if the employee was earning pay at the overtime rate of 1.5 times the regular rate of pay, the mandated rate of pay would 2.5 times the regular rate of pay.

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

11.8 STANDBYS

Standbys will be paid at one and a half (1.5x) times the employee's regular hourly rate of pay for all employees working a standby. Standbys will be filled in the same procedures as all other shifts. The only exception is for youth events that are paying a reduced rate to the district. These events may be staffed by classification requested. For example, a requested for a discounted BLS

standby may be offered to the EMT's bypassing the Paramedics to facilitate a deeper discount to the non-profit organization.

ARTICLE 12: LEAVES OF ABSENCE

12.1 PERSONAL LEAVE WITHOUT PAY

A leave of absence (not medical) for personal reasons may be granted to any employee for a period of up to thirty (30) days upon written request of the employee and approval of management. Requests must be in writing as far in advance as possible but at least two (2) weeks in advance of the desired leave date. The District 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.

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

During such leave of absence, all costs associated with medical, optical, dental or other benefits will be borne by the employee.

12.2 FAMILY MEDICAL LEAVE

The District agrees to abide by the established past practice of applying Federal and State laws regarding (FMLA) family medical leave Act to Bargaining Unit members.

12.3 BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family, the employee shall be entitled to a funeral and bereavement leave as provided in this provision for the death of each immediate family member. For purposes of this provision, "immediate family" is defined as current spouse, child, sister, brother, mother, father, current mother-in-law, current father-in-law, grandparents, grandchildren, and domestic partner domiciled within the employee's household. The District may require proof of death and relationship. Employees will be paid for regularly scheduled missed shifts, including overtime shifts, as time worked up to a maximum number of shifts per occurrence as follows:

All shifts scheduled paid as time worked within a seven (7) consecutive day period, with the funeral or memorial service to be within that seven (7) day period.

The Employee shall notify the District as soon as practical of the specific dates to be taken as funeral and bereavement leave. Funeral and bereavement leave shall be taken in consecutive shifts at the employee's discretion, but no later than thirty (30) days after the passing of the immediate family member. An employee on scheduled PTO may receive bereavement leave credit.

12.4 JURY DUTY/WITNESS SUBPOENA

The employee called for jury duty shall notify management immediately and shall provide proof of notice to appear. Time spent for jury duty, shall not be compensated by the District. Moreover, the District will not discharge or discriminate against an employee who serves as a juror. The District shall have the right to seek the release of the employee from jury duty.

An employee who is subpoenaed by a court of law as a witness will receive pay as time worked for the time the employee is held at the pleasure of the court to give testimony relative to an event arising out of an incident occurring as part of the employee's duties with the District. The employee shall furnish proof of time spent at the pleasure of the court.

12.5 MILITARY LEAVE

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

12.6 DISABILITY LEAVE

Leaves of absence without pay due to sickness or injury shall be granted to employees provided the employee gives written request for such leave and in addition, furnishes a doctor's certificate specifying any job limitations, eligibility of light duty and return-to-work date. Such granted leaves of absence shall not be in excess of one hundred and twenty (120) 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 extension to the 120 days of medical leave by submitting an additional physician's certificate specifying the above criteria. The District shall have the absolute discretion as to whether or not to agree to any such request to extend subject. Such discretion shall not be exercised by the District in an arbitrary and capricious manner. The District will continue to pay the District's portion of the health benefit premium for the employee and dependent(s) on an approved medical leave of absence for one hundred and twenty (120) Employee(s) may coordinate available PTO and SDI, not to exceed one hundred percent (100%) of normal pay. Any SDI pay received must be verified.

12.7 MATERNITY LEAVE

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

12.8 RETURN FROM LEAVE

Employees returning from any leave of absence provided for under this agreement shall be returned to the same position, rate of pay, seniority and benefits they had prior to taking their leave.

12.9 INDUSTRIAL INJURY/ILLNESS

During the period of time during which an employee is on leave of absence resulting from an industrial injury or illness incurred in the course of employment or arising out of employment with the District, the employee shall accrue seniority toward promotions and wage tenure increases. The District shall continue payment of health plan premiums of any industrial injury/illness leave for a maximum of twelve (12) months.

ARTICLE 13: HOLIDAYS

13.1 Holidays

The District recognizes the following Holidays:

- December 31st (New Year's Eve)
- New Year's Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Presidents Day
- Labor Day
- December 24th (Christmas Eve)
- Christmas Day

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

All employees who work any portion of the holiday shall receive holiday pay at one and one half (1.5x) times-his/her regular hourly rate of pay for each hour worked on a recognized holiday. All employees who work any portion of a holiday on his/her regular overtime shift will receive holiday overtime pay at two and a quarter times (2.25 x) their regular hourly rate of pay.

ARTICLE 14 PAID TIME OFF AND EXTENDED SICK TIME

14.1 PAID TIME OFF (PTO)

Paid Time Off (PTO) hours begin accruing on the first day of employment as a full-time employee. The accrued hours are not available for use until the completion of ninety (90) days of continuous full-time employment (the only exception is to meet requirements of article 15.7). However, all full-time employees will be paid any accrued PTO hours when they resign or are terminated by the District. Upon completion of ninety (90) days of continuous full-time employment, full-time employees may use PTO benefits each pay period in accordance with the PTO accrual schedule.

PTO may be scheduled throughout the entire year. Requests for PTO must be submitted to the Operations Manager or designee through the prescribed method in advance.

Requests for PTO will be submitted at least twenty-four (24) hours in advance. Multiple requests for the same day off shall be approved by seniority. Only one (1) employee of the same classification may be granted PTO on the same day. The District may refuse a timely request for PTO if the provisions of 9.9 have been followed, and the operational needs of the District require the employee to report to work for their scheduled duties.

PTO benefits do not accrue during a leave of absence.

PTO hours will be considered as hours worked for purposes of determining overtime hours established as part of the employees regularly scheduled overtime hours but not beyond.

Maximum accrual is 1.5 times the annual accrual rate. On June 1st and December 1st each year employees who have at least one and one-half (1½) times their annual PTO accrual in their PTO bank will be paid for the hours in excess of one and one-half times their annual accrual up to a maximum of 60 hours. This annual cash out is not voluntary. Therefore, employees may not choose to keep the hours in their PTO bank that would otherwise be paid to them.

Personnel cannot request PTO if PTO bank balance is below the amount of hours being requested.

Maximum Paid Time Off (PTO) hours to be earned per pay period based on 60-hour work week:

See Attachment for PTO accrual rates and maxima

14.2 PTO CASH OUT

Employees may cash out up to 50% of their accrued PTO need 14 days-notice to make funds available for cash out.

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

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

14.3 PTO DONATION

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

15.4 SHIFT GIVEAWAYS/ CALL-OFF REQUESTS FOR PART-TIME EMPLOYEES

A call-off request is a situation where an employee requests all or any part of a shift off and is not trading the time or giving away to another employee.

1. A written or verbal request must be submitted in writing twenty-four (24) hours in advance signed by both employees and submitted to the supervisor for consideration. No giveaway shall create overtime costs to District. Shift giveaway will be filled by seniority.
2. Once an employee receives a shift from another employee by giveaway, that shift is the responsibility of the employee that accepts it and shall be filled by seniority
3. A give away of different classifications may be made as long as it doesn't reduce the minimal requirements of the unit's classification.

15.5 SHIFT GIVEAWAYS/CALL-OFF REQUESTS FOR FULL-TIME EMPLOYEES

All Full-Time employees may give away shifts to another employee using the seniority list as listed in the CBA. Full-Time employees must work 90% of their hours per pay period as averaged out over three consecutive pay periods. Failure to work 90% of the hours may result in corrective action. Approved PTO is considered time worked.

15.6 SCHEDULING VACATION (>ONE (1) WEEK DURATION)

Employees shall submit, by January 31st of each year, their preferences of vacation for the upcoming vacation year (February 1st to January 31st). By February 15th, the Employer shall advise all employees who have submitted their vacation requests as to when their vacations are scheduled. The Employer shall post the full twelve (12) months' vacation availability schedule in a location accessible to all employees. Multiple requests for the same day off shall be approved in seniority order. Only one (1) full-time employee will be guaranteed vacation on a given day. Vacation requests submitted after January 31st must be submitted not less than seven (7) calendar days prior to the intended date of use. Requests received less than seven (7) calendar days prior to usage date shall be approved based on staffing availability without incurring increased expense to the Employer. Requests related to emergencies and other unexpected events shall not be unreasonably denied. Once a request has been approved it cannot be cancelled by the Employer for reasons other than a major emergency. The employee may choose to cancel a vacation request no less than seven (7) days prior to a scheduled vacation in order to ensure reinstatement of said shifts. Notifications made less than four (4) days prior due to extenuating circumstances shall be reviewed by the Employer to determine eligibility. In the event the employee will be given priority to open shifts during the term of their canceled vacation request. All vacation requests shall be taken as paid time off (PTO). In the event the employee does not have adequate PTO accrued to cover an approved vacation request, the employee may cancel (as outlined above) or take the time unpaid; however, the unpaid time shall not be exempt from Section 15.5 of this document. Trading of vacation days will be permitted with mutual consent of the employees and management. Trade requests must be submitted using prescribed method. Employee may not schedule vacation time that exceeds the possible PTO accrual amount.

15.7 EXTENDED SICK TIME (EST) FOR FULL-TIME PERSONNEL

In order to minimize economic hardships that result from an unexpected extended personal illness or injury, the District provides full-time employees with Extended Sick Time (EST) benefits. You

are eligible to use your accrued EST for yourself, your spouse, or your dependent children, as follows:

For an extended illness or injury not requiring hospitalization, the affected employee will use 48 consecutive hours of Paid Time Off (PTO) accrual. If extended absence is not work related, the affected employee will then access and use their EST accrual.

In the event an employee, their spouse, or dependent children are hospitalized (non-work related), the employee shall not use PTO, but will use EST from the date of hospitalization or same day surgery procedure.

EST will be integrated with State Disability Insurance (SDI) and Worker's Compensation Insurance when taken for the employee's injury / illness. It is the employee's responsibility to file for State Disability Insurance.

EST accrues at a bi-weekly rate up to a 432 hour maximum. EST does not accrue during a leave of absence.

<u>Accrual Rate Schedule</u>	<u>Annually</u>	<u>Per Pay Period</u>
0-215 hours in EST Account	72	2.769
216-395 hours in EST Account	60	2.306
396 + hours in EST Account	36	1.385

EST balances are not paid at termination or upon changing from a full-time status to a part-time status. Employees may use and be paid for only time already accrued; under no circumstances will negative EST balances be allowed.

15.8 SICK TIME FOR PART-TIME PERSONNEL

Part-time employees will accrue 1 hour of sick time for every 30 hours worked. EST is not applicable to part-time personnel.

Sick time balances are not paid at termination or upon changing from a full-time status to a part-time status

ARTICLE 15: BENEFITS

15.1 HEALTH BENEFITS

The District agrees to make available to regular full-time employees covered by this agreement with a sponsored Benefit plan to include, Health, Dental, Vision, Group Term and Supplemental Life, Group and supplemental Accidental Death and Dismemberment, Short Term Disability, Long Term Disability, and HSA. Full-time employees become eligible to participate in the benefit plans on the first day of the month following 60 consecutive calendar days of full-time employment. The District will contribute \$1200 per month to each employee for the purchase of above. The balance will be paid by payroll deductions.

15.2 SUPPLEMENTAL BENEFITS

The company will allow employee to purchase supplemental insurance products, i.e.: AFLAC, through payroll deduction. The company will also allow any unused portion of the health care allowance to be put towards these supplemental insurance products.

15.3 RETIREMENT PLAN

Pursuant to the plan document, for all full-time employees after 180 days of continuous full-time employment, the District will provide 6% deposit per pay period into the company defined retirement plan.

Employee may elect to open a 457B retirement account and the District will match up to 3% maximum per pay period.

ARTICLE 16: EDUCATION, ORIENTATION AND MEETINGS

16.1 ON DUTY CONTINUING EDUCATION

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

16.2 ORIENTATION

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

16.3 MANDATORY MEETINGS

The District 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 company meeting.

1. When District personnel have instructed the class and the employee was working for the District all of the offered days, the District will provide the make-up class without loss to the employee.
2. If the employee was not scheduled to work for the District all of the offered days and District personnel instructed the class the District will make every effort to provide the make-up class within two (2) weeks of the training.
3. If the employee was not scheduled to work for the District all of the offered days and District 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. Unless the employee was working all dates/times at their full-time job.
5. All mandatory training will be held in the Districts primary response area, unless a required venue is set by State, Local, or EMS agencies.
6. In the event an employee does not attend the District mandatory meeting with the exception of point 1 and 4 the employee may not be allowed to be scheduled to work unit the required class is completed.

ARTICLE 17: MISCELLANEOUS

17.1 CERTIFICATION/RECERTIFICATION FEES

The District 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.

Part-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 District will reimburse the cost of MVEMSA required certifications if the above conditions are met and employee utilizes District approved training program.

17.2 CONTINUING EDUCATION

The District shall reimburse for the following continuing education (CE) hours upon re-certification of the employee's Paramedic or EMT certification as long as request is made within three (3) months of MVEMSA accreditation/recertification, plus any related receipts.

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

17.3 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.

17.4 UNIFORMS

For all work covered by this Agreement, the District shall furnish all forms of personal protective clothing required by the District, State, or Federal law, rule, or regulation.

17.5 INVENTORY

All employees shall sign a personalized written uniform inventory indicating what uniform components are in their custody:-

17.6 DUTY BOOTS

Employees may wear their own boots provided the footwear meets District specifications.

17.7 BOOTS (Reimbursement).

The District will reimburse employees up to \$250 every two years for an employee's purchase of District pre-approved safety boots.

17.8 FULL-TIME INVENTORY

Full-time employees shall be provided with the following uniform components:

- Two (2) Uniform shirts – long or short sleeve Class B (Button-up)
- Two (2) Uniform shirts – Class C (Polo-style)
(Or a combination of the above to a total of 4 Class B and/or C uniform shirts)
- One (1) Class D
- Three (3) Uniform pants
- One (1) Jacket
- One (1) Department approved ball cap style hat, if requested.
- One (1) Department approved beanie cap, if requested.
- One (1) Name tag
- One (1) District badge
- One (1) Leather belt and silver-colored buckle
- One (1) Basic quarter zip or
- One (1) Job shirt (collared sweatshirt)

17.9 PART-TIME INVENTORY

Part-time employees shall be provided with the following uniform components:

- One (1) Uniform shirts—long or short sleeve Class B (Button-up)
- One (1) Uniform shirts—Class C (Polo-style)
(Or a combination of the above to a total of 2 Class B and/or C uniform shirts)
- One (1) Class D
- Two (2) Uniform pants
- One (1) Jacket
- One (1) Department approved ball cap style hat, if requested.
- One (1) Department approved beanie cap, if requested.
- One (1) Name tag
- One (1) District badge

- One (1) Leather belt and silver-colored buckle
- One (1) Basic quarter zip or
- One (1) Job shirt (collared sweatshirt)

17.10 INSPECTION

Upon execution of this agreement, the District and employees shall perform a uniform inspection within ninety (90) days, and furnish all employees with uniform components listed above.

17.11 FINANCIAL RESPONSIBILITY

When an employee separates from employment with the District, the employee shall return all issued uniform items. Where an employee fails to return an item of uniform that was issued to them, then the employee will have the full replacement cost of the item(s) deducted from their final pay check.

17.13 TIME CARDS

Employees will be required to document all hours worked, in the manner provided by the district.

17.14 CONTACTIBILITY

The Union recognizes the District needs to be able to contact all employees and agrees that all bargaining unit members will supply the District with a reliable method of contact. This method to be, but not limited to, a home phone number, for reasons such as; overtime, shift/station changes or other needed contacts. The District 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.

17.15 QI COMMITTEE

It is agreed that the Q.I. function shall be reserved to management, and will not constitute bargaining unit work.

17.15 LABOR MANAGEMENT COMMITTEE (LMC)

The District and the Union shall establish a Labor/Management Committee covering all Westside Ambulance 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.

Time spent, as a representative for the Union, on the Labor/Management Committee shall be compensated by the employer up to a minimum of two (2) hours and a maximum of four (4) hours at straight time pay, not counted towards hours worked for overtime. Where possible, committee meetings shall be scheduled during or immediately adjacent to the committee member's regular shift.

17.17 OUTSIDE EQUIPMENT

Outside employment shall be in accordance with applicable laws and regulations. The District will not pay any benefits for injuries or illness resulting from or related to outside employment.

ARTICLE 18: NO STRIKE NO LOCKOUT

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, slow-downs, sick-outs, picketing, boycotts, sick-ins, cessation of work, withholding of services, work stoppages or other restriction of, or interference with, operations of this District directed against this District at any location.

ARTICLE 19: MAINTENANCE OF STANDARDS

19.1 OTHER AGREEMENTS

The District 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. This shall not pertain to mutual aid.

19.2 LAWS AND ORDINANCES

Nothing herein shall be understood as requiring the District 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.

19.3 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 including the County Required certifications will result in immediate removal from the work schedule. List subject to change with any new State or County Mandates.

- County Certification
- CPR Card

- California Drivers License (Field personnel only)
- Ambulance Drivers License (Field personnel only)
- Medical Examiners Certification (Field only)
- EMT or Paramedic certification/license

Failure to provide any of the above items or proof of completion within thirty (30) days after its expiration date will result in disciplinary action up to and including termination. The County Required certifications as listed in the employee qualifications must be renewed prior to the expiration. Failure to renew the certifications within thirty (30) days after the expiration date will result in disciplinary action up to and including termination. If the employee works without a required certificate/ license they will be subject to :

QUALIFICATIONS:

1. Valid State of CA EMT Certification
2. Valid MVEMS MICP OR EMT Accreditation
3. Valid State of CA EMT-P License
4. Valid ACLS Certification
5. Valid BTLS / PHTLS / ITLS Certification
6. Valid Basic Cardiac Life Support Certification
7. Valid PEPP / PALS Certification
8. Current CA Ambulance Driver's Certificate
9. Current CA Class "C" Driver's License
10. Current CA DMV Medical Examiner's Certification.
11. Not disqualified under the California Penal Code 1203.4 or 1203.4(a)

19.4 DRIVER EXCLUSION

Personnel who are excluded by the Company's insurance carrier from driving company vehicles shall be subject to immediate termination of employment. Any employee not properly certified according to the state vehicle codes covering ambulance driver will be subject to immediate termination of employment.

19.5 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 the employee job descriptions.

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 District upon presentation of received bills or other proof of payment.

No employee shall be required to do any mechanical work on any of the cars (except for vehicle checks as outlined in the company handbook) and equipment, but shall be obligated to maintain medical equipment and vehicles that are licensed for transportation of the sick and injured and owned and/or operated by the District, such as cleaning, dusting and washing.

19.6 JOB DESCRIPTIONS

CLASSIFICATION PARAMEDIC

REPORTS TO: Operations Manager or Supervisor

BASIC FUNCTION: To provide pre-hospital care and transportation of the ill and injured of the areas served by WSCHD Ambulance Service within the limitations imposed for advanced life support as contained in Title 22 and MVEMSA and Merced County.

ORGANIZATIONAL RESPONSIBILITIES:

1. Maintain ambulance equipment in a clean and proper working order.
2. Maintain familiarity with and proficiency in using all equipment.
3. Maintain proficiency on all radio and communications systems.
4. Maintain proficiency in mapping skills, and knowledge of all areas serviced by WSCHD.

TECHNICAL:

Ability to satisfactorily demonstrate safe driving skills and knowledge of code three vehicle operation.

ADMINISTRATIVE:

1. Ability to identify necessary billing information and timely completion of billing tags.
2. Ability to identify and complete necessary patient care reports, patient refusal forms and appropriate state and county mandated forms.
3. Ability to coordinate and be accountable for actions and functions of ambulance crew.
4. Ensure the timely submitting of necessary paperwork as stated in the WSCHD and Merced county EMS Policies and Procedures Manual.
5. Duties as assigned by the Operation Manager or Supervisor as related to EMS/District duties.

QUALIFICATIONS:

1. MICP Certificate from certified program.
2. Valid MVEMSA Paramedic accreditation
3. Valid California State EMT-P certification.
4. Valid ACLS card
5. Valid BTLS, PHTLS, or ITLS card
6. Valid Basic Cardiac Life Support Card
7. Valid PEPP or PALS
8. Current Ambulance Driver's Certificate from the California Department of Motor Vehicles.

9. Current Class "C" California Driver's License.
10. Current Medical Certificate issues by the California Department of Motor Vehicles.
11. Not disqualified under the California Penal Code 1203.4 or 1203.4(a).

CLASSIFICATION EMT

REPORTS TO: OPERATIONS MANAGER

BASIC FUNCTION: To provide pre-hospital care and transportation of the ill and injured of the areas served by WSCHD Ambulance Service within the limitations imposed for advanced life support as contained in Title 22 and MVEMS and Merced County.

ORGANIZATIONAL RESPONSIBILITIES

- a. Maintain ambulance equipment in a clean and proper working order.
- b. Maintain familiarity with all equipment.
- c. Maintain inventory of equipment/supplies carried by each ambulance.
- d. Maintain proficiency in mapping skills, and knowledge of all areas serviced by WSCHD.

TECHNICAL:

- a. Ability to satisfactorily demonstrate safe driving skills and knowledge of code three vehicle operation.

ADMINISTRATIVE:

1. Ability to identify necessary billing information and timely completion of billing tags.
2. Ability to identify and complete necessary patient care reports, patient refusal forms.
3. Ability to coordinate and be accountable for actions and functions of ambulance crew.
4. Insure the timely submitting of necessary paperwork as stated in the WSCHD and Merced County EMS Policies & Procedures Manual.
5. Duties as assigned by Operation Manager or Supervisor as related to EMS/District duties.

QUALIFICATIONS:

1. Current EMT certificate from California Certified program.
2. Current State EMT Certification
3. Current Ambulance Driver's Certificate issued by the California Department of Motor Vehicles.
4. Current Class "C" California Driver's License
5. Current Basic Cardiac Life Support Card
6. Not disqualified under Penal Code Section 1203.4 or 1203.4(a).

7. Current Medical Certificate issued by the California Department of Motor Vehicles.

BASIC FUNCTION:

To provide pre-hospital care and transportation of the ill and injured of the areas served by WSCHD Ambulance Service within the limitations imposed for advanced life support as contained in Title 22 and MVEMS and Merced County.

CLASSIFICATION CREW CHIEF

At the discretion of management and the WSCHD Board of Directors a full-time Paramedic may be designated as a Crew Chief. This designation is at the sole discretion of WSCHD Leadership and not subject to bidding or seniority. Employees selected for this position will be paid three dollars (\$3.00) per hour stipend, in addition to their current rate of pay. This differential will be paid only during hours worked as a Crew Chief and is not used to calculate overtime. This position will have the same licensing and certification requirements of the Paramedic job description. The following additional job functions may be assigned at the direction of management.

- Filling an ambulance position in the case of sudden or emergency vacancy. This is a stop-gap measure until the emergency fill/mandation sections are executed by management.
- Urgent restock of controlled medications from the ancillary supplies.
- Respond to calls as an ALS QRV.
- Respond to MCI as needed.
- Respond to calls when ambulances may be extended.
- Assist with administrative or office duties as needed.
- Conduct safety and compliance inspections of stations and vehicles.
- Start worker's compensation paperwork and investigation for industrial injuries.
- Retrieve durable medical equipment from hospitals.
- Maintain supplies and equipment at appropriate levels. Order stock as needed.
- Assist in training, PIP, and Five-Call Evaluations.
- Any other duties as assigned that do not involve Hire, Fire, or Corrective action.

ARTICLE 20: MANAGEMENT RIGHTS

20.1 MANAGEMENT RIGHTS

Except and to the extent expressly abridged or limited by a specific provision of this Agreement, the District reserves and retains, solely, exclusively, and without limitation, all of the inherent rights, functions and prerogatives of management, whether exercised or not.

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 District 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 date of final ratification and shall remain in full force and effect through and including June 30th, 2024 and shall continue in full force and effect from 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.

WESTSIDE PTO ACCURAL

Westside PTO Current Full-Time Staff (2.10.2020)

	Total PTO	Total PTO	Hourly Accrual	Max PTO Accrued
Rate	Weeks	Hours	Rate	Hours
Yrs 1-4/Mos 1-48	5.40	324	0.1038	486.00
Yrs 5-8/Mos 49-96	6.28	377	0.1208	565.50
Yrs 9-12/Ms 97-144	7.20	432	0.1385	648.00
Yrs 13+/Mos 145+	8.98	539	0.1728	808.50

Part-Time Employee	Accrue PTO at 1 hour per 30 hours worked (1:30)
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Westside PTO 2.10.2020 for all new Full-Time Staff

	Total PTO	Total PTO	Hourly Accrual	Max PTO Accrued
Rate	Weeks	Hours	Rate	Hours
Yrs 1-4/Mos 1-48	4.38	263	0.0843	394.50
Yrs 5-8/Mos 49-96	5.08	305	0.0978	457.50
Yrs 9-12/Ms 97-144	5.83	350	0.1122	525.00
Yrs 13+/Mos 145+	7.28	437	0.1401	655.50

Part-Time Employee	Accrue PTO at 1 hour per 30 hours worked (1:30)
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WAGE SCALE WESTSIDE

FULL-TIME PARAMEDIC

	On Ratification	July 1, 2021	July 1, 2022	July 1, 2023
Step 1	\$17.49	\$18.02	\$18.56	\$19.12
Step 2	\$18.39	\$18.94	\$19.51	\$20.09
Step 3	\$19.33	\$19.91	\$20.51	\$21.12
Step 4	\$20.34	\$20.95	\$21.58	\$22.23
Step 5	\$21.38	\$22.02	\$22.68	\$23.36

Personnel that have topped out on steps will receive 2.5% increase to their wage at that current time on their anniversary date and at the completion of every 5 years thereafter.

FULL-TIME EMT

	On Ratification	July 1, 2021	July 1, 2022	July 1, 2023
Step 1	\$14.55	\$14.99	\$15.44	\$15.90
Step 2	\$15.29	\$15.75	\$16.22	\$16.71
Step 3	\$16.05	\$16.53	\$17.03	\$17.54
Step 4	\$16.86	\$17.37	\$17.89	\$18.42
Step 5	\$17.70	\$18.23	\$18.78	\$19.34

Personnel that have topped out on steps will receive 2.5% increase to their wage at that current time on their anniversary date and at the completion of every 5 years thereafter.

PART-TIME PARAMEDIC

	On Ratification	July 1, 2021	July 1, 2022	July 1, 2023
Step 1	\$19.24	\$19.82	\$20.41	\$21.02
Step 2	\$20.23	\$20.84	\$21.46	\$22.11
Step 3	\$21.27	\$21.91	\$22.57	\$23.24
Step 4	\$22.37	\$23.04	\$23.73	\$24.44
Step 5	\$23.52	\$24.23	\$24.95	\$25.70

Personnel that have topped out on steps will receive 2.5% increase to their wage at that current time on their anniversary date and at the completion of every 5 years thereafter.

PART-TIME EMT

	On Ratification	July 1, 2021	July 1, 2022	July 1, 2023
Step 1	\$16.01	\$16.49	\$16.99	\$17.49
Step 2	\$16.81	\$17.31	\$17.83	\$18.37
Step 3	\$17.66	\$18.19	\$18.74	\$19.30
Step 4	\$18.55	\$19.11	\$19.68	\$20.27
Step 5	\$19.47	\$20.05	\$20.66	\$21.28

Personnel that have topped out on steps will receive 2.5% increase to their wage at that current time on their anniversary date and at the completion of every 5 years thereafter.