

Agreement Between UEMSW/AFSCME Local 4911 and AMR West

(Errors may exist, refer to original contract if needed)

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1: Recognition

1.1 Scope of Agreement

“The Employer recognizes the Union as the exclusive bargaining representative for the following unit: All full-time and regularly scheduled part-time employees in Northern California, including:

EMT-1s, EMT-2s, EMT-Ps, Drivers, Wheelchair Van Drivers, Paramedic CCTs, EMT CCTs, Gurney Van Drivers (Sacramento only), and RNs in Alameda, Contra Costa, Marin, Placer, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Tulare and Yolo Counties and any distinct CCT and IFT divisions;

Dispatchers, Call-takers/Customer Service Representatives, System Status Controllers in Santa Clara, Sacramento, San Mateo (BayCom), Sonoma (REDCOM) and Stanislaus (LifeCom) Counties.

Pre-billers, Billers, Clerk 1s, Clerk 2s, Stockers, Washers, Vehicle Service Technicians, Mailroom Clerk (Alameda only), Couriers, Deployment Coordinators and Schedulers in Alameda, Contra Costa, San Mateo, Santa Clara, Stanislaus (Vehicle Service Technician only) and Tulare (Clerk 1s and Clerk 2s only), and any distinct CCT and IFT divisions; Facilities Coordinators (Santa Clara, Stanislaus only and CCT and IFT divisions only).

Excluding EMT-1s and EMT-Ps in Tracy and Turlock, EMT-Ps in San Mateo County, and all other personnel, including guards, and supervisors as defined by the National Labor Relations Act, as amended.”

2: Union Security

2.1 Union Membership

“As a condition of continued employment, all employees included within the bargaining unit described in Article 1 of this Agreement shall either become a member of the Union and pay dues and fees thereto or in lieu thereof shall pay an amount equal to the Union’s initiation fee and shall thereafter pay to the Union each month, either directly or through payroll deduction, an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. This obligation shall begin on the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later. Employees must notify the Union in writing of their intention not to be a member of the Union and to pay a fair share/agency shop fee in lieu of the Union's regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. The Union will comply with applicable laws regarding its calculation of the fair share/agency shop fee and the information provided to non-Union members relating to that calculation.”

2.2 New Employee/Termination Notice/Change of Status

“The Employer agrees to furnish the Union each month with the name(s) of all newly hired employees covered by this Agreement, their addresses, classifications, dates of hire and the name(s) of terminated employees and date(s) of termination. The Employer shall also provide, on a monthly basis, the name(s), addresses, and classifications of employees who were previously ineligible to be members of the Union, but who have become eligible for such representation due to a change in job status.”

2.3 Union Dues Deduction

“Upon receipt of an individual, voluntary, written, and unrevoked 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.

Employees who transfer or are promoted from one county operation to another shall not be required to submit a new check-off authorization form.

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 union, 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 PEOPLE

“The Employer agrees to deduct from the wages of any employee who is a member of the Union a “PEOPLE” deduction as provided for in a written authorization from the employee. Such authorization must be executed and may be revoked by the employee at any time by giving written notice to both the Employer and the Union.

The Employer agrees to remit any deductions made pursuant to this provision monthly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.”

2.5 Indemnification

“The Union shall indemnify and hold 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 provisions of this Article 2.”

2.6 Applicable law

“The foregoing provisions shall be subject to applicable provisions of federal and state laws.”

2.7 Union Activity

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

2.8 Computerized Information

“The Employer shall provide the Union with a computerized accounting of all dues and fees collected from bargaining unit employees and transmitted to the Union.”

3: Union Rights

3.1 Shop Stewards

“The Employer recognizes the right of the Union to select a reasonable number of shop stewards. The Employer agrees that there will be no discrimination against authorized shop stewards because of Union activity. Shop stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the individuals serving as authorized shop stewards. The Union will notify the Employer in writing when individuals leave the position of shop steward. Shop stewards shall suffer no loss in pay for attendance at investigatory and grievance meetings held during their shift. Management shall attempt to schedule such meetings during the steward’s shift.

When a shop steward is required to attend an investigatory meeting and AMR Management determines it is not operationally feasible to use a shop steward currently on duty, management will authorize the off-duty shop steward to be paid to attend the investigatory meeting. The shop steward will receive a minimum of two (2) hours pay at their regular straight time pay rate regardless of how long the meeting runs. Hours paid solely for the performance of shop steward duties will not be counted towards hours worked for purposes of calculating overtime and benefits.”

3.2 Access of union Representatives

“A duly authorized representative of the Union shall be permitted to meet with employees on duty in order to conduct legitimate Union business (excluding general union membership meetings), provided such activity does not interrupt or interfere with the work of any employee and is not at an Employer sponsored meeting or event. All business and conversations between Union representatives and employees will be conducted in a private location so they will be neither observed nor overheard by patients, customers or the public. Union representatives must immediately notify the General Manager or his/her designee of their presence upon their arrival for any visitation.”

3.3 Union Bulletin Board

“Bulletin boards shall be made available at each work site to post official Union business (on UEMSW letterhead stationery or an official UEMSW publication). Glass encased bulletin boards in place at the time of this agreement shall remain in place and the Union shall have access to such bulletin boards for the posting of Union material. The General Manager or his/her designee shall receive copies of all material to be posted prior to or at the time of posting. The space provided for such bulletin boards will be maintained by the shop steward and official Union representative, with the posting or removal of bulletins and publications to be

handled only by the same. The Employer and the Union recognize the Employer's right to remove posted material which is derogatory or damaging to the Employer's business or industry after consultation with the Union representative.

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

3.4 Employee Mailboxes

“The Union shall have reasonable access to all employee mailboxes for the purpose of communicating official Union business and information (on UEMSW letterhead or an official UEMSW publication). The Employer shall receive a copy of all material meant for general distribution at the time of distribution. The Union will not hold the Employer responsible for Union mail placed in mailboxes. Nothing in this provision shall impose an obligation on the Employer to provide, install, or maintain employee mailboxes.”

3.5 New Employee Orientation

“The Union shall be allowed to meet with and address employees attending each new orientation program. Union representatives shall pre-schedule their attendance through local operations and be provided one (1) hour to address employees.”

4: Management Rights

“All rights, powers, and authority to which the Employer is legally entitled that are not limited or abridged by the express provisions of this Agreement are retained by the Employer. The rights described herein are not inclusive, but indicate some of the matters or rights which belong to the Employer in its capacity as management.

The Employer’s rights include: the management and operation of the Employer’s business including the direction of the working forces; the planning and control of operations; the introduction of new or improved facilities or methods of operation; the right to relieve employees from duty because of lack of available work or for other legitimate reasons; to transfer employees, to determine qualifications of experience, health, or fitness for any job covered herein; the right to select, require, and administer proficiency examinations; the right to establish and maintain reasonable work rules, standard operating procedures, and protocols; the right to require employees to perform any work of the Employer; and the right to appraise the qualifications of any employee, including the right to hire, suspend, layoff, transfer, discipline, promote, or discharge are vested exclusively in the Employer.

In addition, the Employer, due to the nature of the services it provides, must retain the right to establish, delete and modify policies and practices, particularly including, but not limited to, those related to safety, security, scheduling, control, and performance.

The Employer shall be the sole judge of the number of employees needed at any time in each classification covered in the agreement and shall have the sole right to decide when to create or fill a full-time position and to decide, among available qualified employees, who shall be promoted to a higher classification.

The Employer shall notify the Union at least thirty (30) days prior to implementation of any decision that impacts matters within the scope of representation for bargaining unit employees. The Employer may take action only after satisfying its obligations under the National Labor Relations Act. If, after written notification to the Union regarding such actions, the Union fails to respond within fifteen (15) calendar days, the Union waives its right to meet and confer on the particular matter.”

5: Corrective Action and Discharge

5.1 Corrective Action and Discharge

“The Employer shall have the right to issue corrective action and discharge employees for just cause.”

5.2 Procedure

“The Employer and the Union recognize the intent of corrective action is to remedy performance problems and modify behavior. While the Employer will attempt to accomplish those objectives through training and progressive corrective action, the Employer reserves the right to issue corrective action, up to and including discharge, based on just cause and the circumstances of each case. Serious or repeated offenses may call for corrective action commensurate with the offense or totality of the circumstances and not necessarily based upon the premise of progressive corrective action.”

5.3 Right to Representation

“Management shall inform employees that it is their right to have a Union Steward present in an investigatory meeting which could lead to corrective action and ask employees if they desire union representation at such meeting.”

5.4 Corrective Action Notices

“The Employer shall notify an employee in writing of any corrective action or discharge. The notice shall identify the reason(s) for the corrective action or discharge and the effective date of the action. The Employer agrees to provide the Union with copies of all corrective action and discharge notices within five (5) business days after issuance. The Union may contest any corrective action or discharge by filing a written grievance at Step 1 of the grievance procedure contained in Article 6 of this Agreement.”

5.5 Retention Period (of corrective action)

“Records of corrective action shall not be considered for purposes of future corrective action, provided there are no further corrective actions for the same conduct or similar offenses during the applicable retention period:

Verbal Warnings 6 months

Written Warnings 12 months
Suspensions 24 months

Corrective action issued and upheld following the exhaustion of appeal(s) under this Agreement for patient care, compliance, harassment/discrimination and work place violence shall remain in an employee's personnel file and may be considered for purposes of further corrective action for thirty–six (36) months from the date of corrective action. the duration of an employee's employment with the Company.”

5.6 Disclosure (of evidence to Union)

“The Employer will, upon request of the Union, provide the Union copies of any documents relied upon by the Employer in support of the corrective action or discharge including, but not limited to, all investigative reports, witness statements and physical evidence. Where such documents contain confidential patient care or legal information, such confidential information will be redacted before providing the documents to the Union.”

5.7 Time Limits

“To be valid, written notice of corrective action must be issued to the affected employee within twenty-one (21) calendar days after the Employer became aware of the alleged conduct claimed as the basis for the corrective action. The time limit for issuing corrective action and discharge notices may be extended, with the mutual agreement of the parties, which shall not be unreasonably withheld on a case-by-case basis such as when a delay occurs due to the involvement of state or local law enforcement or state or local EMS agencies, or the employee or key witnesses are unavailable. The Employer must notify the Union in writing of any extension of the time limit prior to the expiration of the twenty-one (21) calendar day period and provide the specific reason(s) for the extension. The Union agrees not to deny an extension due to the involvement of a state or local law enforcement or state or Local EMS agency during the twenty-one (21) calendar day timeframe. The extension shall not exceed fourteen (14) calendar days from the date of extension notification absent extraordinary circumstances and additional written notification to the Union.”

6: Grievance Procedure

6.1 Grievance Procedure

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

Employees should attempt to resolve problems informally with their immediate supervisor before resorting to the grievance procedure. Any agreement between the employee and the supervisor will be a non-precedent-setting settlement.

Step One - The employee or the Union through its shop steward or field representative shall submit the grievance in writing to the appropriate Operations Supervisor within fifteen (15) calendar days of the occurrence giving rise to the grievance. The Operations Supervisor shall meet with the grievant and/or his/her representative within fifteen (15) calendar days and give his/her answer in writing within fifteen (15) calendar days after such discussion. Grievances resolved at this step shall not be precedent-setting.

“Occurrence” is the date when the grievant learned of the event that is the subject of the grievance or the effective date of corrective action or discharge.

Step Two - If the procedure in Step One fails to resolve the grievance, the grievance shall be submitted to the General Manager or his/her designee within fifteen (15) calendar days after the receipt of the Step One answer. The parties shall meet in an attempt to resolve the issue within fifteen (15) calendar days after such submission or, by mutual agreement, the parties may submit the matter to some alternative non-binding dispute resolution procedure. The General Manager or his/her designee shall respond in writing within fifteen (15) calendar days from the date of the meeting or alternative dispute resolution procedure.

Step Three - In case of failure of the parties to settle the grievance through at Step Two, the Union may request that the grievance be referred to arbitration within fifteen (15) calendar days from the Union’s receipt of the Employer’s Step Two response. The parties shall endeavor to select an arbitrator mutually agreeable to the parties to hear and resolve the grievance. Should the parties be unable to agree on an arbitrator, the Union shall request a list of seven (7) arbitrators from the American Arbitration Association (AAA).

Within fifteen (15) calendar days from the receipt of the list from AAA, the parties shall select an arbitrator by the process of alternately striking names from such list. The party to strike the first name shall be determined by lot.

Arbitration - The arbitrator’s authority shall be limited to resolution of the particular issue(s) submitted to the arbitrator by the Union and the Employer and the authority conferred

by this Agreement. The arbitrator shall have no authority to alter, change, ignore, delete from, or add to the provisions 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 presented by either party.

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 and discharge where the Employer shall have the burden of production and proof at the hearing.

Economic awards shall be limited to thirty (30) days prior to the event giving rise to the grievance. Economic awards in corrective action and discharge cases are 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 borne by the losing party. 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.”

6.2 Time limits (on grievances)

“By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended. Such extension must be confirmed in writing within the specified time limits. Should the Union fail to appeal a grievance to the next step of the procedure the grievance shall be deemed waived.”

6.3 Participants

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

7: Probation

7.1 Probationary Period

“Full-time employees covered by this Agreement shall be on probation for their first six (6) months of employment. Part-time employees covered by this Agreement shall be on probation for their first twelve (12) months of employment. If an employee changes job classifications (i.e., EMTs, Paramedics, etc.) during their initial probationary period, the employee’s initial probationary period as referenced above (i.e., six (6) or twelve (12) months) shall be extended an additional three (3) months.

Employees may be released from employment during such probationary period without recourse through the grievance procedure set forth in Article 6. An employee’s probation period may not be extended except by mutual agreement between the Employer and the Union.”

8: Health and Safety

8.1 Employee's Right to Refuse Unsafe Work

"No employee shall be required to work under hazardous conditions or with unsafe equipment that 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 corrective action up to and including discharge. No employee will be subject to corrective action for reporting a health or safety problem."

8.2 Company paid Immunizations

"The Employer will either provide or pay the fees for only those immunizations which are in accordance with the recommendations of the United States Public Health Service Advisory Committee on Immunization Practices which are recommended by the County Health Officer. For purposes of this section, immunization for Hepatitis B shall be included as a recommended immunization for bargaining unit employees. A list of such immunizations shall be made available to all bargaining unit employees. The Employer reserves the right to determine times and locations within the county of employment where an immunization must be obtained. If the Employer elects to provide an immunization, the Employer will not pay the fees for any employee who obtains it elsewhere. All employees shall either obtain each immunization provided by the Employer or sign a waiver as requested by the Employer."

8.3 Safety Equipment (boot and equipment reimbursement)

"In accordance with local operating practices, field employees shall be required to use the following safety and protective gear as established by the Employer and in effect at the time of this Agreement:

- a. Leather Gloves
- b. Hearing and Eye Protection
- c. Safety Helmets with Goggles/Face Shields
- d. A functional portable communications device shall be made available to each crew. In counties where portable radios are provided to each crew member, such practice shall continue. All portable communications devices/radios shall include an appropriate holster/clip.

"Upon presentation of a receipt, the Employer shall reimburse non-probationary, full-time employees for expenditures for the repair or replacement of steel-toed boots or other approved

footwear, or towards the purchase of optional uniform items, up to a total maximum of one hundred fifty dollars (\$150) once each two (2) calendar years.”

Upon presentation of a receipt, the Employer shall reimburse part-time employees for expenditures for repair or replacement steel-toed boots or other approved footwear, or towards the purchase of optional uniform items, up to a maximum of one hundred dollars (\$100) once during the life of this Agreement.

To be eligible for this benefit, part-time employees shall have been continuously employed by the Employer for more than one (1) year; shall not have been employed by any other EMS agency; and shall have demonstrated to the Employer that such employee(s) worked for the Employer seven hundred (700) or more hours in the preceding year.”

8.4 DMV Physical Examinations

“Employees may be required, at the Employer’s discretion, to submit to an Employer-provided physical examination on a biannual basis. This examination, if provided, will be sufficient to meet Department of Motor Vehicle requirements for an Ambulance Driver’s License. Medical records of such examinations shall be confidential.”

8.5 Crew Quarters

“The Employer shall, to its best ability, maintain all leased or owned stations and crew quarters in a safe and habitable condition and in accordance with applicable federal, state, and local laws.

Crew lounges where 24-hour crews are assigned shall continue to include at a minimum: one color television, basic cable or satellite service, one DVD player, one bed for each on-duty 24 hour crew member, heating and air conditioning system, shower facilities, refrigerator, stove (if permissible), living room furniture to accommodate on-duty staff, one dining table/chairs, and a microwave. The Employer will provide one locker per regularly scheduled 24-hour crew member. Lockers shall be available at each deployment center for on-duty field personnel, communications center, and bargaining unit employees at those locations. The Employer retains the right to access the lockers at its discretion. The Employer shall replace and/or repair the above Company provided items within a reasonable time after notification to the designated Employer representative.

Employees shall not remove any furnishings or other Employer items from crew lounges and employees shall reasonably care, clean, and maintain such items. Bottled and/or filtered water will be provided at all such locations.

When new and/or replacement crew quarters are under consideration by the Employer, a Union-designated chief steward or steward from the county operation of the employees who will be using the new and/or replacement crew quarters will be given the opportunity to review the prospective crew quarters and provide input as to the adequacy of such facilities prior to a final decision being made by management.

Special issues concerning such items as post locations, lighting and safety considerations at post locations, access to sanitary washing and bathroom facilities at post locations, and kitchen appliances in crew quarters will be resolved through local labor management.”

8.6 Tobacco Product Use

“Smoking or use of tobacco products in accordance with local ordinances will not be permitted in areas which constitute either a fire hazard or disturbance to patients, visitors, or co-workers. In cases of dispute, the rights of the non-tobacco user shall prevail. Smoking or use of tobacco products will not be permitted in any company vehicle or building.”

8.7 Driver Exclusion

“Employees who drive Company vehicles are subject to the motor vehicle record requirements of the AMR Driver Qualification Standard which is part of the Company’s national vehicle safety policy. The applicable AMR Driver Qualification Standard is attached to this Agreement as Attachment “C” and incorporated herein.

Employees who are excluded from driving Company vehicles by the Employer’s insurance carrier or by application of the driving qualifications standard shall be subject to appropriate corrective action, up to and including, discharge. All drivers shall be solely responsible for remaining properly certified and/or licensed according to State requirements to drive ambulance units and/or other Company vehicles. Drivers who fail to maintain a valid driver’s certificate and/or license needed for their position shall not drive Company vehicles and are subject to appropriate corrective action, up to and including discharge.”

8.8 Ergonomics of Office Equipment

A. When purchasing VDT equipment, the Employer will purchase VDT equipment with manufacturer-specified non-reflective screens and brightness and contrast controls and situate such equipment to reduce screen glare as much as possible;

B. The Employer will provide non-direct fluorescent lighting in all dispatch centers. If the Employer determines that other office locations need non-direct fluorescent lighting, such lighting will be provided;

C. When replacement is required, the Employer will provide chairs that are adjustable in height and in the angle of the back support as well as the height and width of armrests;

D. When replacement is required, the Employer will provide workstations that allow independent adjustment of the keyboard height, screen height and positions.

E. The Employer will provide foot and wrist rests, anti-glare screens, anti-static pads, or spray on an individual basis to any employees requesting such items.

F. Ambulances purchased or ordered will provide seating for the driver and attendant in the front compartment consisting of a cloth-covered, captain’s- style chair with lumbar back

support and arm rests. Captain's chairs with internal lumbar back support shall be maintained and refurbished/replaced as necessary to ensure that the chairs remain in good condition.

9: Education and Training

9.1 Paramedic/RN Continuing Education

“All full-time paramedics and part-time paramedics who demonstrate that they have worked for the Employer a minimum of seven hundred (700) hours in the previous calendar year shall be allowed to attend CE training equal to 48 hours every two (2) calendar years with regular pay while off duty. Should the state or county require additional hours of continuing education, the Employer will provide such training and will pay the employee up to the number of required hours per year.

All full-time and Part –time RNs shall be paid allowed to attend CE training, from an approved provider (State EMSA or BRN provider number) equal to thirty-two (32) hours every year with regular pay while off duty. Should the Employer, state, or county require additional hours of continuing education, the Employer will provide such training and will pay the employee up to the number of required hours per year.

Part-time RNs shall be allowed to attend CE training designated and approved by the Employer to include pediatrics, airway management/inrequently used skills, and high risk OB/GYN, equal to eighteen (18) hours every year with regular pay while off duty.”

9.2 Paramedic/RN Re-Certification and Re-licensure Fees

A. The items listed below may be required to maintain paramedic and RN accreditation. The Employer will provide each required item at no charge or reimburse full-time employees any fees paid upon verification of a passing score or certificate of completion and presentation of receipt of payment.

If the Employer provides any of the following training within the three (3) months preceding the expiration date of a license or certification and if there is an available opening in the training and an employee elects not to participate, then he/she will remain responsible for payment of all required fees.

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

B. The Employer shall reimburse full-time paramedics and RNs for re-licensure and re-accreditation fees required by the state and county upon proof of payment. The Employer shall reimburse full-time paramedics and RNs for the renewal cost of the State of California Ambulance Driver License fee upon presentation of the renewed certificate and receipt for proof of payment.

Part-time employees who have been employed by the Employer for more than one year, who currently have not been employed by any other EMS agency, and who demonstrate to the Employer that such employee(s) worked for the Employer seven hundred (700) or more hours in the preceding year will, upon providing the receipt for proof of payment and renewed certificate to the Employer, be reimbursed for the cost of obtaining the State of California Ambulance Driver License renewal fee and all required licenses/certifications identified in Section 9.2 A.

9.3 EMT Recertification (reimbursement)

"A. All full-time EMTs shall be allowed to attend employer provided continuing education training or an EMT re-certification class, whichever is required by the county in which the EMT is employed, for up to twenty-four (24) hours every two (2) calendar years with regular pay while off duty. Should the state or county require additional hours of continuing education, the Employer will pay the employee up to the number of hours per year required.

B. The Employer shall reimburse full-time EMTs upon proof of payment for fees required by the state or county for re-certification. The Employer shall reimburse full-time EMTs for the renewal cost of the State of California Ambulance Driver License and all required licenses/certifications required by the state and county (excluding CDL) upon presentation of the renewed certificate and receipt for proof of payment.

Part-time employees who have been employed by the Employer for more than one year; who have not been employed by any other EMS agency; and who demonstrate to the Employer that such employee(s) worked for the Employer seven hundred (700) or more hours in the preceding year, will upon providing the receipt for proof of payment and renewed certificate to the Employer, be reimbursed for the cost of obtaining the State of California Ambulance Driver License renewal and all other required licenses/certifications required by the state and county (excluding CDL)."

9.4 Licensing/Qualifications

"All employees are required to maintain the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. The Employer agrees to post or otherwise notify employees of the expiration dates the Employer has on file for required licenses, certificates, and/or accreditations not less than every six (6) months. Failure to maintain such licenses, certificates and/or accreditations may result in corrective action, up to and including discharge. It is the responsibility of each individual employee to ensure that all licenses, certificates, and/or accreditations are maintained.

Employees who perform work duties without the required license, certificate, and/or accreditation shall may be subject to discharge. Employees who notify the Employer prior to the expiration or loss of a required license, certificate, and/or accreditation shall be given thirty (30)

days to obtain a current and valid license, certificate, and/or accreditation. Employees whose required license, certificate, and/or accreditation expires shall be placed on unpaid administrative leave and receive a final written warning. Failure to obtain the required license, certificate, and/or accreditation within thirty (30) days shall be cause for separation from employment.

Employees whose state or local license is temporarily suspended by a state or local agency (other than suspensions covered by Article 26 of this Agreement) shall be placed on unpaid administrative leave for a maximum of ninety (90) days. Employees may utilize accrued PTO solely at their option during any portion of the suspension. Employees shall be required to have all licenses, certifications, and/or accreditations up to date at the conclusion of the suspension. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for separation from employment.

Employees on approved leaves of absence shall be required to have all licenses, certifications, and/or accreditations up to date prior to returning from leave except as otherwise provided in Article 13.2 of this Agreement. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for separation from employment.”

9.5 Communications Center Training

“All communications center personnel shall be allowed to attend approved CDE training equal to 12 hours per calendar year with regular pay while off duty. Should the state, county or Employer require additional hours of continuing education, the Employer will pay the employee for the total number of required hours per year. The Employer shall also reimburse communications personnel for the renewal cost of any license/certification required by the state, county or Employer.”

9.6 Orientation

“All new employees will be provided with up to forty (40) hours of orientation. This orientation may include supervised ride-alongs (field and communications employees) and observation time in a communications center (field employees).”

10: Hours of Work

10.1 Workweek Defined

“The workweek shall be defined as beginning on Sunday and ending on the following Saturday. Payroll is issued bi-weekly. All employees are eligible to participate in the Direct Deposit pay program when such program becomes effective. This electronic deposit of funds produces a check stub instead of an actual check at each pay period.”

10.2 Work Hours

“This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

The Employer has the right to determine, establish, and change work schedules including starting times, lengths or types of shifts, and the mix of different types of shifts. Prior to implementing major shift changes, the Company will inform the Union and bargain the impacts of such changes as required by this Agreement and the NLRA.

The following definitions shall apply to this Article:

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

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

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

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

Employee Assignments shall be posted and/or provided to employees at least fourteen (14) calendar days in advance.”

10.2.1 Part time Requirements ([Availability/work requirements](#))

“Part-time employees shall commit to shifts with the intent to work a minimum of thirty-six (36) hours each calendar month in order to retain employment with the Employer. In the event no shifts are available to an employee during the month, the employee will be waived from the 36-hour minimum. Part-time employees may not give away shifts prior to working the minimum shift requirements for each calendar month. Special assignment shifts such as training, instructing and relief supervisor shifts are not applicable.

Part time employees shall submit shift eligibility by the 10th of each month, and the Employer shall offer and award open shifts by the 15th of each month to part-time employees in seniority order for the following month.”

10.3 Shift Bids

“Bids shall be conducted on an annual or semi-annual basis (if applicable) in accordance with local practices. Bids will be awarded to the most senior qualified employees. Eligibility and selection criteria for special event teams shall continue in accordance with local practices.

Eligibility and selection criteria for the CCT-P program shall continue in accordance with Local EMS Agency (LEMSA) requirements, local agreements and practices. CCT-P program positions and assignments will be awarded to the most senior qualified employees.”

10.4 Maximum Consecutive Shifts

“In support of our collective commitment to the safety of all workers, and in the interest of providing the best quality patient care to the public at all times, no employee shall be required or allowed to work more than two (2) consecutive shifts, (excluding shifts of less than eight (8) hours) without a minimum period of time off between shifts of eight (8) hours without prior approval from the Employer or unless otherwise stipulated by contract or city, county requirements.”

10.5 System Status Management

“The Employer is bound to response time commitments and reserves the right to amend the unit deployment and staffing plans to insure financial and contractual obligations. In reviewing deployment and staffing plans, the Employer may consider recommendations from the Local Labor Management Committee(s). Should it become necessary for the Employer to make changes to existing deployment and staffing plans, the Employer will notify the Union prior to making such changes. The Employer shall meet with the Union when requested to do so to discuss the changes and negotiate the impacts of the changes. However, the decision to make such changes shall not be grievable with the exception of issues of seniority and/or shift bidding. If the parties are unable to reach an agreement over the impact of the changes on the employees within a fourteen (14) day period, the Employer shall have the right to implement these changes and the resulting impact of these changes upon the expiration of the fourteen (14) day period without further consultation with the Union. Prior notice shall not be required if a change is made to meet emergency conditions but in no case shall a change to meet emergency conditions be continued for more than twenty-one (21) days without the required notice. If the system status plan significantly changes one or more unit’s shift or schedule, the

Employer will conduct a countywide bid in accordance with local practices if requested by the Union.”

10.6 Call In/Call Back Pay

“Employees who are called in to work or called back to work from their homes to perform extra work shall be guaranteed a minimum of four (4) hours of work at the appropriate wage rate. The sole exception to this Section shall be for employees called back for training in which case the employee will be paid for the actual hours in training or a minimum of two (2) hours (whichever is greater) at the appropriate wage rate.”

10.7 Report In Pay (Cancelled shifts/no partner/etc.)

“Any employee who reports to work as scheduled or requested by the Employer and who is not permitted to work the scheduled or requested through no fault of their own shall accept assignment to another unit for the duration of the originally scheduled shift. In the event another unit is not available the employee shall have the option to perform accept alternative work¹ for the duration of the originally scheduled shift, or be released from duty after four hours with four (4) hours pay. In the event another unit becomes available at any time while the employee is still on duty the employee shall accept assignment to the unit for the remainder of his/her originally scheduled hours. (add remainder of current language paragraph)

The Employer agrees to provide 24-hours’ advance notice of the cancellation of any prescheduled overtime except in the following instances:

- A. The employee requests and the Employer agrees to the cancellation.
- B. There is no partner for the employee on the day of the shift.
- C. Another employee is returning to work from an industrial leave.
- D. The unit creating the overtime is downed or removed from the schedule.
- E. The employee was notified in advance that the shift might be canceled or the shift slot is being held for another employee.”

10.8 Meal Periods

“Twenty-four (24) hour shift employees shall be allowed three (3) paid meal periods consisting of at least thirty (30) minutes duration each. Twelve (12) hour shift employees shall be allowed two (2) paid meal periods consisting of at least thirty (30) minutes duration each. Eight (8) hour shift employee shall be allowed one paid meal period consisting of at least thirty (30) minutes duration. Employees shall also be entitled to a ten (10) minute paid rest period for each four (4) hour work period.

Employees are required to take their meal periods during times of non-activity when they are not handling any calls, are not performing any work, and are not travelling to or from a post location. Employees who do not have sufficient periods of non-activity to be able to take all meal periods that they are entitled to take during their shift shall receive additional compensation equal to sixty (60) minutes at the employee's straight time hourly rate for each workday on which they do not receive all of their required meal periods (meal time premium). In order to receive the additional sixty (60) minutes of compensation for a missed meal period, an employee shall complete a Kronos exception report. Overtime will not be calculated on the meal time premium. To the extent CAD records and/or unit activity reports show that an employee requesting a meal time premium had sufficient periods of non-activity in which to obtain the meal periods they are entitled to take during their shift, the request for a meal time premium may be denied on the basis that the employee received all required meal periods. The Employer agrees to exclude the first two hours and last two hours of an employee's shift for purposes of determining periods of non-activity. The parties agree to consistently apply the provisions of this section throughout the bargaining unit."

10.9 Notification of Holdover

"Should the potential for a mandatory holdover arise, a reasonable effort will be made by the on-duty supervisor or his/her designee to find voluntary coverage before a mandatory holdover is implemented. No employee will be held over longer than two and one half (2 1/2) hours beyond the regularly scheduled end of a shift without the employee's agreement."

10.10 Reporting for Work

"Employees will report for work call-ready at the location of their workstation at the assigned time for the shift and will remain on duty, barring extenuating circumstances, until properly relieved."

10.11 Job Abandonment

"Barring extenuating circumstances, any employee who fails to report to work or to notify the Employer of the specific reason(s) for his absence for two (2) consecutive scheduled shifts, including pre-scheduled overtime shifts, shall be considered to have abandoned his job and to have voluntarily terminated."

10.12 Two Employees/ Same Assignment

"In the event that two (2) employees report for the same assignment, they will attempt to mutually agree on who will work. In the absence of mutual agreement, the employee regularly scheduled for that assignment shall work. In the event neither employee is regularly scheduled for that assignment, the most senior employee will choose whether or not to work. Should the most senior employee decide not to work, the employee with less seniority must work."

10.13 Shift Trades/ Giveaways

“Employees may be allowed to trade/giveaway shifts in accordance with the following procedure:

1. Submit a completed Shift Exchange request to the General Manager or his/her designee 24 hours prior to the date of the requested trade/giveaway. A completed Shift Exchange will include the signature acknowledgement of both employees.

2. The Employer’s designated supervisor or scheduler will respond to the request at least 12 hours prior to the beginning of the applicable shift. Trades/giveaways will be approved at the discretion of the Employer designee. This discretion will be exercised reasonably.

3. Shift trades/giveaways shall not result in additional labor costs to the Employer. Shift trades/giveaways must occur during two consecutive pay periods.

4. With the exception of those locations where a local practice allows Employees shall be entitled to utilize shift trades/giveaways of less duration than full or half shifts, shift trades/giveaways shall be for of full or half shifts only subject to systems status². In those locations where open trades are permitted, such local practice shall continue.

Partial shift trades shall only be permitted for twenty-four (24) hour shifts and dispatch shifts when approved in advance by the Company. Partial shift trades for twenty-four hour (24) shifts may be done in half shifts or at the beginning or end of a shift at a maximum of four (4) hours. Employees shall only be allowed to trade once in any shift.

5. Shift trades/giveaways shall not result in uncovered hours.

6. The shift trade/giveaway of any employee may be denied by the Employer for cause or operational requirements.

7. Shift trades/giveaways will not be allowed for the purpose of avoiding corrective action.

8. An employees will be held accountable for shifts the employee agreed to cover. An employee who requests a shift trade and or giveaway is responsible for securing coverage for the shift trade or giveaway.

9. Failure of an employee to show up (“no show”) for agreed shift trade/giveaway may result in termination of employee’s shift trade/giveaway privileges for up to six (6) months.

10. A part-time employee who is not regularly scheduled may trade or giveaway a prescheduled shift provided that it is done in accordance with the above and it does not violate his/her division/department's availability requirements.

11. Exceptions to any of the above restrictions on trades or giveaways may be made at the Employer's sole discretion.

12. Shift trades shall be unlimited. Giveaways will be limited to four (4) five (5) per month, except in operational areas where local practice has previously allowed unlimited giveaways in which cases the local practice shall continue. Employees will be allowed to use PTO for giveaways.

13. Employees in their initial probationary period shall not be allowed to give-away shifts."

10.14 Floater Positions

"Designated relief positions known as "floaters" are open to any qualified paramedic or EMT. These positions will be staffed during a bid process or personnel shall be assigned using reverse seniority should there be a lack of participation. Floaters will be paid the applicable rate to the assigned shift. The Employer reserves the right to create additional "floater" positions, slots, or schedules as the Employer may deem necessary to meet operational needs. If assigned to a unit, the floater shall be released at the end of the shift for the unit assigned.

Employees who are normally scheduled as Floaters shall be issued Company pagers 24 hours a day, seven (7) days a week.

No floater will be required to work over twelve (12) hours except on a 24-hour unit or a combination of 24-hour units during a 24-hour period."

11: Seniority

11.1 Seniority Defined

“-Company seniority shall be defined as an employee’s continuous full-time or part-time employment from the employee’s most recent date of hire. Continuous full-time seniority shall be used for purposes of determining, layoff, recall, time off accruals and benefits. Seniority for employees who change job classifications, (i.e. EMT to Paramedic) shall remain unchanged for purposes of time-off accruals and benefits.

-Classification seniority shall be defined as an employee’s continuous employment from the employee’s most recent date of hire into the employee’s current job classification. Such seniority shall be used for the purposes of determining shift bidding. Part-time employees who become full-time employees will be given fifty percent (50%) of their part-time seniority for purposes of shift bidding, layoff, and recall.

-Home county/operation seniority shall be defined as an employee’s continuous employment in a particular county/operation for shift bidding purposes only.

-CCT RN seniority shall be defined as an employee’s continuous employment in the CCT program.

Employees (excluding communications, clerical or other support positions within the bargaining unit) who change job classifications shall be credited with fifty percent (50%) of their seniority in their former classification, up to a maximum of three (3) years, for purposes of shift bidding in their new classification. EMTs employed in Stanislaus County as of the effective date of this Agreement who subsequently become paramedics shall be credited with all seniority as an EMT for purposes of shift bidding as a paramedic. Should Sonoma County EMT Bill Spice or EMT Karin Dowling subsequently become paramedics, they shall be credited with all seniority as an EMT for purposes of shift bidding as a Paramedic.

Seniority lists will be maintained in accordance with current local practice and this Agreement. All decisions that are subject to seniority application will be made based on the most recent seniority list which has been reviewed and approved by a Union representative. The Employer will have no liability for the application of seniority dates that are determined later to be incorrect.

In the event that two or more employees have the same date of hire and application date, relative seniority shall be determined by local operational practice.”

11.2 Definition of Regular Full-Time Employee

“Regular full-time employees will be those employees who are designated as such by the Employer and are defined as those employees who are regularly scheduled to work a schedule predetermined by the Employer which consists of forty (40) hours per week or more. Any full-time employee whose work hours per week fall below forty (40) for a period of eight (8) continuous weeks shall have their status changed to part-time if such absence was for reasons other than being on a scheduled vacation or an approved leave of absence.”

11.3 Definition of Regular Part-Time Employee

- Scheduled less than 40 hours a week

“Regular part-time employees will be those employees who are designated as such by the Employer and who are regularly scheduled to work less than forty (40) hours per week. Part-time employees who work forty (40) or more hours each week for more than six (6) months shall have the option to change their status to full-time.”

11.4 Return to the Union

- Employees who are out of bargaining unit for period of 18 months or less, who accept another job within the bargaining unit, will retain seniority accrued prior to leaving bargaining unit

“Employees who have been out of the bargaining unit for a period not to exceed eighteen (18) months and who are granted a bargaining unit position will retain seniority accrued prior to leaving the bargaining unit. Such employees who are returned to the bargaining unit by the Employer shall return to an opening and therefore not directly cause the layoff of a bargaining unit employee.”

11.5 Loss of Seniority

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

- A. Resignation.
- B. Discharge for just cause. (housekeeping)
- C. Twelve (12) months of continuous layoff. This may be extended in increments of three (3) months by mutual agreement of the parties.

D. Failure to report on recall to work following layoff within one (1) calendar week after notice by certified mail has been received by the employee. This shall not apply if an employee on layoff has informed the Company by certified mail, within one (1) calendar week of receipt of their recall letter, of his/her intent to return to work. After such notification, the employee must report within four (4) weeks.

E. Barring extenuating circumstances, failure to report to work at the conclusion of an authorized leave of absence.

F. Absence for any reason extending beyond one hundred and twenty (120) calendar days, excluding absence for industrial injury or illness or an approved leave of absence.

G. Occupation of a position outside of the bargaining unit for eighteen (18) months or more.”

11.6 Layoff and Recall

“Should it become necessary for the Employer to reduce the size of the workforce, the Employer shall notify the Union at the earliest possible opportunity but in no event less than fourteen (14) days prior to the layoff. Layoffs shall be by inverse order of seniority within each home county/operation by classification, beginning with probationary employees and followed by part-time employees.

As positions become available, qualified employees shall have the right to be recalled within six (6) months from the date of layoff beginning with the most senior employee in the classification. Employees recalled to employment shall be sent a certified letter announcing such recall. Recalled employees who fail to respond within fourteen (14) days from the date of the recall letter or refuse a recall to their former classification shall be considered to have waived their recall rights. After six (6) months, employees who have not received written notice of recall may notify the Employer of their continued interest in reemployment. Such employees shall be given priority and reemployed as openings occur within their classifications for an additional six (6) months, beginning with the most senior employee within the classification. Employees recalled from layoff within six (6) months from the date of layoff shall be reinstated to a position in their former classification and shall have all benefit levels restored as if they had not left. Such employees will have health benefits restored effective the first day of the month immediately after the month in which they return to work. Employees recalled after six (6) months shall be reemployed but shall not have their benefits levels restored to their previous levels.

Qualified employees shall have current and valid licenses and certifications or shall obtain them within thirty (30) days. A position will be held, up to a maximum of thirty (30) days from the date the recall notice is mailed, for employees who are in the process of obtaining current licenses and certifications. The Employer will pay all hours required by the county for field evaluations.

Employees who have been notified in writing by the Employer that they will be laid off may apply for an existing vacant position with the Employer provided that they meet all required qualifications. Such employees will receive preference in the hiring process over non-employees provided they have notified the Employer in writing within seven (7) calendar days of receipt of layoff notification. Employees who accept such a position shall be paid the rate of pay of the new classification and shall retain their position on the recall list until such recall rights have expired as provided in Section 11.5. C above or until recalled to their former position, whichever comes first.

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

11.7 Seniority Lists

“The Employer shall provide the Union with a seniority list of all regular full-time employees covered by this Agreement, and a seniority list of all regular part-time employees covered by this Agreement, both of which shall include each employee's seniority date. Such seniority lists shall be provided annually in January and prior to any shift bid.”

11.8 Filling Vacant Positions

Vacant positions shall be filled subject to the following provisions:

A. Positions declared vacant by the Employer shall be posted within the home county/operation for seven (7) calendar days. The resulting vacancy, if any, shall also be posted for seven (7) calendar days. Subsequent vacancies shall be filled at the Employer's discretion. Part-time employees seeking a full-time vacant position shall be given priority over newly hired employees provided such part-time employee(s) have submitted notice to the Employer at the onset of the posting of a vacant position.

B. The most senior qualified employee applying for the posted vacant position shall be assigned to the vacancy.

C. An employee who is under a performance improvement plan (remediation plan) shall not be allowed or required to assume a vacant position without the mutual consent of the employee and the Employer.

In Sacramento Valley, positions declared vacant by the Employer will be posted in all Sacramento Valley locations (Sacramento, Yolo and Placer counties) and will be open to all qualified bargaining unit members in those counties regardless of the current county of employment.

For a transfer to a special assignment or promotion, seniority will prevail provided skill, ability, and job performance are relatively equal.

11.9 Work Schedules

“A. Unless circumstances beyond the Employer’s control dictate otherwise, work schedules and changes to the employee’s regular unit assignment shall be posted and/or provided to employees at least fourteen (14) calendar days in advance. The Employer reserves the right to adjust daily employee shift/unit assignments as necessary to meet operational needs.

B. Supervisors shall only be allowed to work in bargaining unit positions in emergency situations when necessary to avoid shutting down a field unit and prior to mandating an employee to work an open assignment after exhausting the procedure identified in

Section 15.4 of this Agreement. In addition, in those locations of the Employer where supervisors work regular shifts, such practice shall continue.”

11.10 Seniority for Scheduling

“In the filling of temporary vacancies on a shift, part-time employees will have preference over full-time employees except if the part-time employee has already worked, or is scheduled to work, forty (40) hours in the week.

Employees may fill out an availability form indicating which days they are available to work. With the exception of those locations with a different local practice, the Employer will first call, by seniority, the available part-time employees who have not worked or are not scheduled to work forty (40) hours in the week, then call the available full-time employees in seniority order, then call the available part-time employee who worked more than forty (40) hours in a week, then call available employees on the “out of county” list.

Availability schedules shall be submitted in accordance with the established practice in each local county and/or operation.”

11.11 Transfer

“A transfer is defined as the reassignment of a qualified non-probationary employee from their current county to a position in a different county at the request of the employee. This section only provides for transfers between AMR operations represented by UEMSW”

11.12 Transfer Eligibility

In order to be eligible for a transfer to another county/operation an employee shall:

1. Possess, or obtain on their own, any necessary certifications as required by the county/operation to which the employee wishes to transfer;
2. Have no pending investigations into any operational or medical performance issues or have any current certification/accreditation actions or be on probation by the Employer, county or state;
3. Not be on a medical quality improvement, operational improvement program, individual field instruction plan or other similar improvement programs;
4. Not have received any written warnings (or greater disciplinary actions) within the last six (6) months as measured from the date of the disciplinary action (employees cannot transfer to avoid discipline);
5. Not have transferred between county/operation within the preceding six (6) months;
6. Be approved for transfer by the General Manager of Operations of the employee's current county/operation and of the county/operation to which the employee wishes to transfer;
7. Maintain all eligibility standards from time of application through actual transfer date;
8. Complete a transfer form supplied by the Employer and submit to the current General Manager of Operations or designee for approval;
9. The receiving General Manager or designee may contact the employee requesting a transfer and interview such employee prior to approving the transfer request;
10. Any denial of a Transfer Request shall be made in writing and will include the reasons for such denial.

11.13 Transfer Effective Date

"Approved transfers will be effective in the order received. The effective date of an approved transfer will be the date of the first required training session to which the transferring employee is assigned."

11.14 Transfer Field Training and Field Evaluations Assignments

“Less than full-time hours may be assigned during the training/evaluation time necessary to receive the required accreditation. Employees will be paid for hours worked; however, such temporary reduction in hours will not affect the employee’s eligibility for any applicable benefits.”

11.15 Seniority of Transferred Employee

“Employees who transfer from one county to another under this Article 11 shall maintain their most recent date of hire in their current classification for purposes of any applicable time off accruals and benefits. County/operation seniority for the purposes of job bidding, for employees transferring into any other county/operation will begin to accrue on the effective date of the transfer. No county/operation seniority will be transferred from the previous county/operation unless this Agreement or the Union approves the transfer of such seniority.”

11.16 Responsibility of Transferring Employee

“By applying for and accepting a transfer, the employee will be agreeing to accept the wages and benefits of the “new” county/operation.”

11.17 Transfer Accreditation/Orientation

“All training necessary to obtain accreditation in the “new” county/operation will be provided to the employee during the next regularly scheduled accreditation/orientation process. This does not include any training necessary to obtain certification(s) required to be eligible for transfer as specified in Section 11.14 above.”

11.18 Compensation for Required Classroom/Field Training and/or Evaluation

“Transferred employees will be paid at the pay step appropriate to their classification seniority at the 24 hourly rate on the pay scale of the “new” county/operation for all required classroom training attended. Time spent during Field Training or Field Evaluation will be paid at the employee’s pay step on the scale assigned to the unit on which the training or evaluation occurs.”

11.19 Transferred Employee Who Fails Training and/or Evaluation

“An employee who has transferred and fails any part of the training or evaluation required by the receiving county/operation will be moved back to their former county/operation such employee transferred from provided there is an available vacancy. In the event a position is not available, said employee shall be given an available part-time position in their former county/operation.”

11.20 Reassignment of CCT RNs and CCT Paramedics

“No CCT RN (excluding the flex RN assignment) or CCT Paramedic shall be re-assigned outside of her/his home operation or bumped from his/her assigned shift/unit unless mutually agreed to by both the employee and management. CCT RNs who are reassigned for shifts outside of their home operations by the Employer shall be paid for hours worked at the pay rate for the area worked or their regular pay rate, whichever is higher, plus a \$150.00 re-assignment bonus. In addition, the employee will be reimbursed mileage at the prevailing federal tax rate. Mileage will be determined from the employee’s residence or the home operation, whichever is less, by using an on-line map service (i.e. Map Quest, Google Maps, etc). Home operation is defined as the operation center where the employee is accruing county seniority.”

11.21 Transfer in Lieu of or to Prevent Layoff

“An employee who has been notified of layoff may be allowed to transfer to a posted opening in the same classification in another county. The laid off employee shall have preference to the posted opening over a qualified part-time employee in the county where the opening is being awarded. An employee who requests and is granted a transfer in lieu of layoff shall retain his/her seniority in the new county for all purposes. Such transfer will only be made if the requesting employee meets all provisions contained in Article 11.

An employee who volunteers to transfer from a county when such transfer will reduce the number of employees to be placed on layoff from such county, as determined by the employer, may be allowed to transfer to a posted opening in the same classification in another county. Such transfer shall have preference to the posted opening prior to a qualified part-time employee in the county where the opening is being awarded. An employee who volunteers and is granted a transfer in lieu of other employees in the same classification and county being laid off shall retain his/her seniority in the new county for all purposes. Such transfer will only be made if the volunteering employee meets all provisions contained in Article 11 of this Agreement.”

Article 12: Paid Time Off (PTO) and Holidays

12.1 Paid Time Off (PTO)

“All regular full-time employees covered by this Agreement who have completed their probationary period shall be eligible for Paid Time Off (PTO) which shall accrue from the date of hire without loss of pay in accordance with the schedule provided in Section 12.2. PTO may be used for personal time, vacation, or sick time as the employee wishes.”

12.2 Paid Time Off (PTO) Schedule

“A. Regular full-time employees hired prior to the signing of this Agreement shall continue to accrue Paid Time Off (PTO) benefits (i.e. vacation, sick and personal time) in accordance with local practice unless that results in less total time off than provided for below. In that case he/she will receive the benefit described below.

B. Regular full-time employees hired on or after the signing date of this Agreement shall have Paid Time Off (PTO) benefits (i.e. vacation, sick and personal time) computed in accordance with the following schedule:

Continuous full-time Service PTO Benefit

- 1 through 4 years 3 weeks
- 5 through 7 years 4 weeks
- 8 through 10 years 5 weeks
- 11+ Years 6 weeks

Upon an employee's shift/unit change, any accrued but unused PTO will be converted to allow the equivalent time off based on the same number of weeks.”

12.3 PTO Use

“An employee may utilize accrued PTO on a daily basis provided the employee notifies the Employer at least two (2) hours prior to the start of the employee's shift. Requests for PTO use in excess of one (1) day must be submitted at least three (3) days in advance of the intended usage date. Requests for PTO use in excess of one (1) day received with less than three (3) days notice shall be approved to the extent local staffing requirements permit on a first come, first served basis. Multiple requests for the same day(s) off shall be approved in seniority order. Requests for PTO usage that are related to emergencies and other unexpected and

unplanned events shall not be unreasonably denied by the Employer. Once an employee's request has been approved, it cannot be canceled for reasons other than a major emergency.

Excessive single day PTO usage in close succession and/or a regular pattern of single day PTO usage may be grounds for corrective action if such usage is not explained to the satisfaction of the Employer.”

12.4 PTO Week Use

A PTO/vacation week shall consist of seven (7) consecutive calendar days. PTO/vacation pay benefits shall be paid as time worked.

12.5 VACATION Scheduling

“Vacation dates may be reserved for the following calendar year (January 1 through December 31) on a seniority basis by submitting a written request to Scheduling before November 30 of each year. Requests received after November 30 shall be approved on a first come first served basis. The Employer may limit the number of employees on vacation during the same period of time based on operational requirements. Requests for the period from Thanksgiving Day through New Year's Day each year are subject to operational needs. Vacations over two (2) weeks in length or schedules calling for multiple employees from the same operational area on vacation for any week are subject to operational needs.”

12.6 PTO near Holidays

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

12.7 PTO Carry Over

“No more than two (2) years of accrual can be carried over past the employee's anniversary date and accrual will cease when such maximum is reached. The employee shall sell back any amount not allowed to be carried over and accrual will not start again until the employee has sold back or used sufficient hours to bring the accrued level below the maximum amount.”

12.8 PTO Pay at Termination

“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 as time worked.”

12.9 PTO Pay in Lieu of Time Off (PTO Cash Out)

“Employees may, at their option, choose to receive pay in lieu of time off two (2) times per year for up to 50% of their PTO accrued amount. Requests for such payment need to be received fourteen (14) days in advance. If requested by the employee, pay in lieu of time off shall be issued on a separate payroll check during the regular payroll cycle.”

12.10 Holidays

“The following days shall be considered paid holidays for the purpose of holiday pay for employees who work on the holiday.

New Years Day	Labor Day
Presidents Day*	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day**
Independence Day	Christmas Day

* Martin Luther King Day (the third Monday in January) is traded for Presidents Day in Alameda, Contra Costa, Marin, San Mateo, Shasta and Santa Clara counties.

** Friday after Thanksgiving is traded for Veterans Day in Sonoma, Sacramento, Placer and Yolo counties.

Employees (except Sonoma and Stanislaus counties) who work on a designated paid holiday will receive an additional half-time (1/2) pay for hours worked. In Sonoma and Stanislaus Counties, employees working on a designated holiday will receive an additional one-time (1x) pay for hours worked.

Any employee (except as provided below) whose unit is downed or whose shift is canceled for the holiday shall receive his/her full pay for the holiday, excluding the holiday premium. In Alameda ALS and Contra Costa County, full-time employees hired prior to March 26, 1993 who do not work a holiday receive 1/3 of their regularly scheduled hours at straight time. Those who work a 10-hour shift receive 3.5 hours at straight time. In San Francisco County, six (6) full-time employees (Trudy Tang, Derrall Nuttall, Joe Sullivan, Mary Roan, Dan Armstrong and Shannon Stabile) who do not work on a designated holiday shall receive eight

(8) hours of holiday pay at their straight time hourly rates. In Sonoma County, full-time employees who are not scheduled to work on a designated holiday shall receive eight (8) hours of pay at their straight time hourly rates. Part-time employees who do not work on a designated holiday receive no holiday pay. In Stanislaus County, full-time employees who do not work on a designated holiday shall received four (4) hours of pay at their straight time hourly rates. Full-time CCT-RNs hired prior to August 1, 2003 who do not work on a holiday shall be paid for twelve (12) hours at their straight time rates.

Office employees who work on a holiday Monday through Friday schedule shall observe holidays that occur on a Saturday on the proceeding Friday and holidays that occur on a Sunday on the following Monday. Office employees working a schedule other than Monday through Friday shall observe holidays which fall on their regularly scheduled day off on the scheduled workday closest to the holiday. Full-time Clerical and Support workers in, Contra Costa, and San Mateo who work on a designated holiday will receive a minimum of eight (8) hours worked at a .5 premium for all hours worked on the holiday. Full-time employees who do not work on a designated holiday receive their regular shift hours at straight time pay.”

12.11 Eligibility for Holiday Compensation

“Employees who are scheduled to work on the holiday and fail to report shall not receive holiday pay.”

12.12 Holiday Duration

“The duration of the holiday shall be from midnight to midnight and an employee shall be deemed to have worked the holiday if their shift began during this duration.”

Article 13: Leaves of Absence (LOAs)

13.1 Personal Leave

“All employees, after successfully completing their probationary period, are eligible to request a voluntary leave of absence. Requests must be made in writing to the employee’s immediate Supervisor and must state the reason for the leave request in order to be reviewed and considered by the Employer. The maximum allowable leave of absence for a voluntary personal leave is 120 days. Such a request is considered an excused absence from work without pay wherein the employee is responsible for the full insurance premium amount (100%) consistent with COBRA procedures. Employees who request and are approved granted for a

voluntary, personal leaves of absence of more than thirty (30) days cannot be guaranteed a return to their formerly held position upon return from the leave. The Employer agrees to make every practical effort to return the employee to a comparable position if such an opening exists. An employee who is granted a return to work after a voluntary personal leave of absence and who fails to show up on the first shift scheduled after the leave of absence shall be considered to have resigned.”

13.2 Family, Pregnancy, and Medical (Leave)

“Employees may request a leave of absence under the provisions of the Federal Family and Medical Leave Act of 1993 or the California Family Rights Act as amended in 1993, provided they meet all of the criteria required by these Acts. In all cases, the employee should make a reasonable effort to provide the Employer with not less than 30 days notice of the intent and reason for the leave. The Employer shall have the right to request that the Employee obtain medical opinions and certifications supporting the leave request.

In all cases of leave under the provisions of the Family and Medical Leave Act of 1993 or the California Family Rights Act as amended in 1993, the employee shall be returned to their former or an equivalent position upon return from the leave. The Employer reserves the right to require that employees utilize available PTO benefit time in substitution for any part of the 12 week period required by the Act. Medical benefits for employees on Family and Medical Leave will continue to be provided by the Employer on the same basis as when the employee was actively at work. If the employee is normally responsible for a portion of the health insurance premium, the employee must continue to make such payments to maintain coverage.

Where the employee has been on a leave because of personal illness or injury, the Employer reserves the right to require the employee to submit to a physical examination and/or provide an Employer’s Unrestricted Return to Work Clearance Form completed and signed by a physician prior to returning to work.

An employee who does not return to work on the first shift scheduled after a Family and Medical Leave will be considered to have voluntarily resigned from employment. The sole exception will be if the employee is prevented from returning to work due to expired licenses, certifications or accreditations, in which case the employee shall have thirty (30) days from the date of the leave expiration to restore any required license, certification or accreditation. The Employer retains the right to terminate any employee who fails to restore the required license, certification, or accreditation within the thirty (30) day period immediately following expiration of such license, certification, or accreditation.

The maximum length of leave under this Section 13.2 shall be six (6) months and such maximum leave length shall be extended only at the sole discretion of the Employer.”

13.3 Workers’ Compensation Leave

Refer to contract. Heavily Edited

13.4 Union Leave

“Up to five employees from different counties/operations who have been continuously employed for at least one (1) year may request separate leaves of absence for Union business without pay for a period of time not to exceed thirty (30) calendar days. The request must be in writing and must be accompanied by a letter from UEMSW requesting the leave of absence. The requests will be granted unless the employee’s absence would cause significant adverse impact to the Employer’s operations.

In no event shall more than five (5) 30-day leave periods be granted during the term of this Agreement. Employees on a leave of absence for Union business will continue to accrue Company seniority.”

13.5 Military (Leave)

“Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state and local law. Reinstatement shall be governed by the federal, state, and local laws referenced above.

The service member (or a representative of his or her service) must give advanced written or verbal notice to the Employer. USERRA does not specify how much advance notice is required, but service members are advised to provide as much advance notice to the Employer as possible. Notice is not required if it is precluded by military necessity or, if giving such notice is otherwise impossible or unreasonable. Because the advance prior notice can be written or verbal, the Employer cannot demand documentation as to the prior notice. However, documentation on return is different - the Employer can demand proper documentation for absences of 31 days or longer. The documentation must reflect that the application for reemployment is timely, the absence has not exceeded five (5) years, and the person’s service was not disqualifying. Employers cannot delay reemployment if the documentation is unavailable.”

13.6 Extension of a Leave of Absence

“A leave of absence may be extended by mutual agreement between the Employer and the employee.”

13.7 Rights Upon Return from a Leave of Absence

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

An employee who is on an approved leave of absence and who has a projected return to work date shall be eligible to participate in a shift bid if such return to work date is not more than thirty (30) days from the effective date of such shift bid.”

13.8 Successive Leaves of Absence

Any leave of absence beginning within ninety (90) days of returning from any other leave of absence will be considered by the Employer to be a continuation of the prior leave.

13.9 Jury Service

“An employee who is called to jury duty will receive pay as time worked for any regularly scheduled shift they are required to miss, up to a maximum of two (2) weeks. Employees who are normally scheduled to work during the hours of 6:00 p.m. and 6:00 a.m. will be granted the shift prior to and immediately following the start of their service off. To receive this pay, the employee must provide proof of the hours served.

An employee who is retained by the Court in excess of four (4) hours need not return to work for the remainder of that regularly scheduled shift. Employees will be granted additional time off, without pay, for any further time required to serve obligatory jury duty.

Employees who receive a jury duty notice shall notify the scheduling department or their designee within forty-eight (48) hours of receipt of the notice. This will allow the appropriate party to anticipate and arrange for relief in the case of absence, should that become necessary. Employees must call the scheduling department or their designee daily to report their jury duty status and when they anticipate returning to work.”

13.10 Subpoena/Witness Service

“Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition related to a service call or customer contact shall be granted time off without loss of

pay or benefits if the testimony relates to the employee's work and/or duties with the Company. Employees who have a normally scheduled shift that ends after midnight. will be granted the shift prior to and immediately following the start of their service off. Twenty-four hour shift employees shall be granted the night half of their shift off prior to the administrative or legal proceeding. An employee who is not scheduled to work and is subpoenaed shall be paid for time spent to a maximum of four (4) hours for each day spent at the administrative, legal proceeding, or deposition. Such time shall be counted as time worked. The employee must submit documentation reflecting the time spent in compliance of said subpoena to their Operations Manager or designee in order to receive payment for such time.

If the employee is excused from his/her subpoena obligation and more than four (4) hours remain in the employee's regularly scheduled work day, the employee shall return to work.

Employees shall not be compensated for missed work hours when subpoenaed by or on behalf of a present or past employee of the Employer to testify in a legal or administrative proceeding initiated by the present or past employee against the Employer. However, the Employer shall ensure the employee is allowed time off for the legal or administrative proceeding in response to the subpoena and the employee may use accrued PTO to cover the absence.

13.11 Bereavement

"In the event of death in an employee's immediate family (defined as the employee's spouse, child (including still birth), stepchild, parent, step-parent, mother-in-law, father-in-law, sister, brother, stepsister, stepbrother, aunt, uncle, grandparent, grandchild, brother-in-law, sister-in-law or significant other) bereavement leave will be paid provided the employee has successfully completed his/her probationary period. Eligible employees will be paid for up to one half of the shifts that he/she is regularly scheduled to work in a two-week period, excluding overtime shifts. At the employee's request, the employee shall be permitted to take and complete the actual leave of absence anytime within two (2) weeks following the death. In addition, any employee who is notified of a death in the immediate family while on duty will be relieved, upon notification of the supervisor, for the remainder of his/her shift with pay. All bereavement leave pay will be paid as time worked.

If an employee is on vacation and a death occurs in the immediate family, the employee may request to convert the vacation to Bereavement Leave. In no event shall the employee receive any pay greater than would have been paid had the leave been taken immediately (as described above).

Bereavement pay will only be granted when an employee submits evidence satisfactory to the Employer of the date of death and the relationship of the deceased to the employee. Time off without pay may be granted in cases of bereavement for individuals not included in the definition of the immediate family or for probationary employees provided that advance notice

has been made to the Employer and operating conditions permit such an absence at the sole discretion of the Employer.

13.12 California School Activities and Domestic Violence Leave

“Employees having custody of one (1) or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility may take time off for school activities. Employees must request school activities leave in advance. Such leave shall be subject to all applicable requirements of the California Labor Code. The time off for such activities cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each school year. Employees may use accrued PTO for the leave solely at their option.

Employees shall be granted leave to seek medical attention for injuries caused by domestic violence or sexual assault, to obtain psychological counseling related to an experience of domestic violence or sexual assault, or to participate in safety planning and take other action to increase safety from future domestic violence or sexual assault. Employees shall also be granted leave if they are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure the employee's health, safety, or welfare, or that of the employee's child. Such leave shall be subject to all applicable requirements of the California Labor Code. FMLA/CFRA leave taken pursuant to this section is limited to 12 weeks per year.”

13.13 San Francisco Family Friendly Workplace Ordinance (SFFWO)

“All and any portions of the applicable requirements identified under SFFWO shall not apply to employees covered by this Collective Bargaining Agreement.”

Article 14: Employee Benefits

14.1 Benefits

“The Employer agrees to make available to all full time employees covered by this collective bargaining agreement a sponsored benefit plan to include, Health, Dental, Vision, Group Term and Supplemental Life, Group Supplemental and Accidental Death and Dismemberment, Long Term Disability, Flexible Spending or Healthcare Savings Accounts and an Employee Assistance Program. Full time employees become eligible to participate in the benefit plans on the first day of the month following twenty-eight (28) consecutive calendar days of employment.

The actual terms of any and all insurance policies shall govern the eligibility for, and payment of, any insurance benefits.”

A. Medical Insurance

“For the life of this Agreement medical and prescription drug coverage shall remain in place as described in the Anthem Consumer PPO Plan (\$200) and the Kaiser HMO & DHM (\$250) and Kaiser (\$500) plan summary/summaries.

Beginning with calendar year 2015, and each year thereafter the Employer shall share the cost of medical insurance premiums at an 85/15% cost share.

Should an existing medical plan be deemed a plan subject to the excise tax and the Affordability Tax (a percent of adjusted income) as defined in the schedule identified in the Affordable Care Act (ACA), all participants in the affected health plan shall immediately transition at the next available enrollment date to the CDHP \$2000; Kaiser DHMO (\$750) or any other available plan covered under this Agreement.”

B. Dental Insurance

“The Employer shall pay seventy-five (75%) percent of the premium for the dental insurance described in the AMR Dental plan summary.

Employees electing to participate in the AMR dental plan “buy-up” program shall pay 100% of the additional cost (above the Employer’s seventy-five (75%) percent contribution for the AMR Dental plan) associated with the buy-up program.”

C. Vision Plan

“The Employer will offer the vision plan, currently through VSP. The Employer agrees to pay 50% of the premium of this plan regardless of the tier level of coverage chosen by the employee.”

D. Long Term Disability Insurance

“The Employer shall provide long-term disability insurance for all eligible full-time employees and pay one-hundred percent (100%) of all premiums (employer and employee share) for long-term disability insurance.”

E. Short Term Disability Insurance

Employees may purchase Employer sponsored individual short-term disability insurance on a voluntary individual basis. The entire cost of such individual short-term disability insurance shall be borne by the employee. The Employer agrees to implement a voluntary payroll deduction for the

F. Life and ADD Insurance

The Employer will offer to eligible full-time employees life and accidental death and dismemberment insurance in the amount of two (2) times an eligible employee’s annual salary at no cost. Employees have the option to purchase additional supplemental life and/or accidental death and dismemberment insurance coverage for themselves and/or their spouses and dependent children through payroll deduction.

14.2 Flexible Spending Account

“Employees may defer up to maximum allowable under federal law per calendar year on a pre-tax basis per IRS Section 125 guidelines for the purpose of paying for dependent care costs for qualified dependents.

The dependent care provider will be at the discretion of the employee; however, the employee must receive and present the third party Administrator with receipts for dependent care services and the tax identification number of the provider.

Employees may defer up to the maximum allowable under federal law per calendar year on a pre-tax basis per IRS Section 125 guidelines for qualified health related expenses not otherwise covered under any health plan (i.e., medical, dental, vision). The employee must receive and present the third party Administrator with receipts for medical care. The Employer

shall pay the administrative cost for this plan, excluding the elective fee to coordinate payments with the other health insurance plans.”

14.3 Workers' Compensation

“Premiums for workers' compensation insurance are paid in full by the Employer. Employees who are injured in a job-related situation or illness must immediately notify their Supervisor.”

14.4 Employee Assistance Program (EAP)

“The Employer recognizes that early recognition, intervention and treatment are important for successful rehabilitation and for reduced work, personal, and family disruption. All employees who are eligible for benefits will be eligible for participation in the Employee Assistance Program as part of the “core” benefits of the cafeteria-style benefit program. Employees who are not eligible for the benefit plans provided in this Article 14 will still be eligible for the basic Employee Assistance Program, which provides for an initial assessment and up to five (5) free visits. An employee who voluntarily participates in the EAP provided by the Employer with the express purpose of correcting a personal incapacitating habit may do so without jeopardizing their continued employment with the Employer, provided they stop any involvement with illegal activity and do not jeopardize any of their required licenses. In corrective actions for other violations, an employee's voluntary participation in the EAP shall not in itself be considered as evidence or admission of a violation. The Employer shall maintain the confidentiality, on a need-to-know basis, of all employees participating in EAP programs.

The Employer reserves the right, in addition to any corrective action and with reasonable cause, to refer an employee to the EAP for assessment and treatment.”

14.5 Credit Union

“The Employer shall make available a credit union for the term of this Agreement.”

14.6 401(K) Plan

“All newly hired employees as of the effective date of this Agreement are eligible for participation in the first enrollment after they have been employed for an uninterrupted period of one (1) year during which they have worked at least 1000 hours.

Each payroll period, the Employer will make a matching contribution for the benefit of each participant who makes elective contributions for the period. The amount of matching contributions made by the Employer for the period shall be equal to 100% of the elective

contributions (dollar for dollar) made by the participant for the period which do not exceed five percent (5%) of the participant's compensation for such period. If there is any discrepancy or conflict between the plan document and this Agreement, the plan document will govern."

14.7 Unemployment Insurance

"Unemployment insurance is a coordinated federal/state program designed to provide economic security during temporary periods of unemployment for eligible individuals. Jobless benefits of this program are derived from payroll tax entirely paid for by the Employer and based on the employee's earnings."

Article 15: Compensation

15.1 Wage Increases

A. For the life of the agreement, employees shall continue to receive their employment anniversary step increases.

B. Employees shall receive upon ratification, a one- time cash payment as indicated below. Cash payments shall be payable the second full pay period after ratification.

Full-time - \$1,500.00

Part-time - \$ 750.00”

C. Bay Area EMT (San Mateo Only) new 12/42 Midnight annualized; 12/42 annualized; Sacramento Dispatch New 10/40; Santa Cruz Paramedic new 12/42 Stanislaus EMT and Paramedic delete 12/42 Midnight; Bay Area Stocker Washer Courier; Add 8/40 to 12/426 San Joaquin, Placer, Shasta and Sonoma EMT and Paramedic schedules shall transition to 12/42 schedules no later than July 1, 2016.

Those counties (excluding San Francisco) that do not currently include a 12/42 annualized wage scale, a 12/42 annualized wage scale shall be added. Such 12/42 annualized wage rate and schedule may be implemented by the Employer during the term of this Agreement.

D. Effective January 1, 2015, the following wage scales shall be eliminated:

Tulare EMT 2 scale

Tulare Paramedic 24/72 scale

All Alameda, Santa Clara and Marin wage scales

E. Effective July 1, 2014, all current San Mateo employees shall be grand-parented at the midnight wage rate when working the midnight schedule. Any employee hired after July 1, 2014 shall not be eligible for the midnight wage rate and shall be paid at the applicable non-midnight shift rate.

F. The Tulare Memorandum of Understanding dated 9/25/12 shall continue in force until its expiration date of 12/31/14.

G. The parties agree to meet to negotiate new wage rates for IFT should the Company re-enter the IFT markets in South Bay and/or East Bay.”

15.2 Appointment - Wages (determining step upon hiring)

The Employer may consider an employee's previous years of work experience in their classification when determining the appropriate starting pay grade for new or returning entrants into the bargaining unit but will, in any case, apply a minimum credit of one half of the employee's previous years of work experience. However, current AMR employees who transfer into the bargaining unit from another AMR location shall receive full credit for all previous years of experience in their classification with AMR and shall be placed at the pay grade corresponding to their years of service.

15.3 Overtime

A. Field Employees (Excluding RNs)- Daily overtime shall not be applicable to any shifts that may be established for field employees that are in excess of eight (8) hours per work day. However, weekly overtime for hours worked over forty (40) in a work week shall be paid at the rate of time and one half (1.5) the average weekly hourly rate.

B. Non-Field Employees and RNs (Including Clerical, Dispatch, VSTs, Facilities Coordinators, Deployment Coordinators and other Support Employees)- Except as otherwise provided below, or in accordance with an existing local practice, non-field employees and RNs shall receive daily overtime for hours worked over eight (8) in a work day up to twelve (12) hours and double time (2X) for hours worked beyond twelve (12) hours in a work day.

In all Dispatch Centers and for Stockers in Alameda County, ten (10) hour shift schedules receive overtime as follows:

1. Up to ten (10) hours in a day – straight time
2. Ten (10) to fourteen (14) hours in a day – time and one half (1.5)
3. Over fourteen (14) hours in a day – double time (2X)

In all Dispatch Centers and for Stockers in Alameda County, twelve (12) hour shift schedules receive overtime as follows:

1. Up to twelve (12) hours in a day – straight time
2. Over twelve (12) hours in a day – double time (2X)

15.4 Filling Open Shift(s)

“Except in cases of extreme emergency, when the Employer determines to fill an open shift, such shift shall first be offered to part-time employees in seniority order who are not scheduled to work, or have not worked, or, as a result of this offer, will not work over forty (40) 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(s) in seniority order.

If the shift remains open after exhausting such full-time employee list, it shall be offered to part-time employees who have worked, are scheduled to work, or, as a result of this offer, will work over forty (40) hours. It shall then be offered to those employees on the "out of county" list. If the shift still cannot be filled, the least senior full-time employee who has not been called back within the last thirty (30) days, or in the event that 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. If the shift remains open after exhausting all available lists, the Employer may fill the position.

Overtime as described above may be offered in person, by individual phone call, or by an alpha/numeric "all page". If offered by alpha/numeric page, employees shall be allowed 30 minutes to respond. Then the overtime shall be awarded to the respondents in the order described above.

A mandatory assignment of overtime may not occur more than 48 hours in advance of the need for such overtime. The sole exception to the 48 hours prior mandation limit shall be a local disaster as provided in Section 27.2 of this Agreement.

The Company may request that employees in the CCT program work extra shifts above and beyond their submitted availability schedules. RNs who agree to work an extra shift will receive a shift bonus of \$150 upon completion of the full shift. RNs are not subject to mandatory assignment.

An Employee who works a mandatory assignment of overtime shall be paid an additional one (1x) times his/her pay in addition to such employee's applicable rate of pay (mandatory premium). Mandatory overtime for purposes of the additional overtime premium above shall not include holdover or completion of a call. Overtime pay shall not be calculated on the mandatory premium.

If the procedure described in this section results in a "hold-over", an employee will not be required to hold-over for more than two and one half (2 1/2) hours without such employee's agreement in accordance with Section 10.10 above.

A sick call coverage system will be utilized in Santa Cruz County. The scheduled "sick-call" employee shall carry a pager or will be available by telephone until 9 a.m. on their scheduled day and shall report for duty when contacted by the supervisor or his/her designee. Employees who report for work under the sick-call system shall be paid at the mandatory premium rate in accordance with local practice. In addition, the sick call employee will be paid forty-five dollars (\$45) per shift regardless of whether an employee is actually called back.

In Sonoma County and RedCom, the Employer agrees to a \$25 on call bonus to be paid regardless of whether an employee is called back in accordance with existing practice. On-call

days for mandatory call-back lists shall be equitably rotated so that employees do not have two (2) call-back days during consecutive months in accordance with existing practices. In Sonoma County the filling of shift(s) determined by the Employer to be open shall be done as provided in this Article with the sole exception that an employee may refuse a mandatory holdover for legitimate cause.

An employee who claims the right to refuse a mandatory holdover due to cause shall cooperate with management in verifying the reason(s) for such refusal by providing, in a timely manner, a note of excuse from a physician or any other reasonable verification requested by the Employer.

Out of County List

The Employer may use employees from outside the county/work location where the vacancies occur to fill temporary shift vacancies, provided that:

- All eligible part-time and full-time employees within the county/work location have been offered the hours/shifts pursuant to Sections 11.10 and 15.4 of the Agreement.
- Said employees meet all qualifications for the position and are accredited in the County of the assignment, if so required.

Applicable employees wishing to be assigned to work in another county/work location should submit a request to the appropriate scheduler, operations manager, director, or department head. The Company will then put such employee in a work-pool to call once the employees in that county/work location have been offered to fill open shifts.

Employees wishing to certify in more than one county/work location will be responsible for all expenses relating to accreditation and licensing.

Employees will be paid at the equivalent pay step on the wage scale applicable to the County in which they perform the out of county work. For example, if an employee is at step 6 in their home county they will be paid at step 6 on the wage scale for the out of county work. Seniority among the work pool is non-existent – first come, first served pursuant to a page or by pre-assigned availability list.

Employees working shifts/hours in a second county/work location shall not accrue seniority in said county/work location nor shall they accrue any special or additional rights under the transfer provisions of Article 11 of this Agreement.

15.5 Holdover Pay

“Should an employee be required to hold over, the employee shall receive one half (.5) time additional compensation as a premium for all hours held over. Overtime will not be calculated on the premium amount.”

15.6 Acting Supervisor Differential

“Employees who, at the request of the Employer, serve as an Acting Supervisor or Communications Lead Dispatcher, will receive one dollar (\$1.00) per hour in addition to their current rate of pay for each hour they serve in this capacity.”

15.7 Bilingual Differential

“The Employer shall be solely responsible for determining the need for employees who speak a second language and how many such employees are required. When the Employer has made that determination, the specific language(s) needed will be posted and non-probationary full-time employees who believe they are eligible may apply in writing to the Director of Human Resources. Employees determined to be eligible by the Employer will be given a proficiency examination chosen by the Employer.

A bilingual premium will only be paid in a county where the most recent census indicated a language is spoken by at least 20% of the population in that county. The Employer reserves the right to discontinue the bilingual premium in any county where the most recent census indicates a designated language usage has fallen below 20% of that county’s population. In any dispatch center which covers a qualifying area, the non-probationary full-time dispatchers currently employed in this center will be eligible to test for the premium.

The proficiency examination may be given on a periodic basis according to a schedule determined by the Employer. Employees receiving this premium may be required, at the Employer’s discretion, to be re-tested annually to continue to receive the premium. The amount of the differential shall be seventy dollars (\$70) per month for a regular full-time employee except in counties where a higher premium is currently paid.”

15.8 Movement from EMT to Paramedic Wage Scale

“EMTs who become paramedics shall be placed on the paramedic wage scale as follows:

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

15.9 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 on duty for as long as the Employer determines a need exists for such employee's services as an FTO. 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.

15.10 Communications Center Instructor Differential

Communication Center Instructors and Training Officers will be paid a differential of one dollar (\$1.00) per hour for all normally scheduled hours worked.

15.11 Preceptor Pay

"Preceptors are defined as those individuals meeting Title 22 (et al) requirements for monitoring and evaluating a paramedic student during the internship phase of paramedic training.

Employees who are selected as preceptor(s) by the Employer will be reimbursed at the rate of eight hundred dollars (\$800) per student for each internship. An internship is minimally 480 hours in length and, in the event of a required extension of the student, will not exceed 720 hours.

This reimbursement will be paid upon the conclusion of the internship and upon submission by the preceptor to payroll of the required "Preceptor Reimbursement Request" form which must be signed by the designated Internship Coordinator, evidencing that the internship is complete and that the preceptor is entitled to the requested reimbursement.

Normally, the Employer will assign one intern to one preceptor for the duration of the internship. Should the preceptor be unable to complete the assignment for any reason, a partial reimbursement based on a pro rata reimbursement for the percentage of internship completed may be requested. A pro rata reimbursement would also be available to the preceptor assigned to complete the assignment if such completion is necessary. Such requests shall be submitted on the same reimbursement form named above and requires the signature of the designated Internship Coordinator.

In Stanislaus County, employees designated as Preceptors shall receive a preceptor differential of \$150.00 per month. Such differential shall be payment for duties related to training of interns assigned to the preceptor. Preceptors will receive the pay whether they have an intern

or not. Not less than seven (7) employees may be designated as preceptors during the term of this Agreement. No preceptor shall refuse to intern without mutual consent with management. A preceptor who does refuse to intern without consent of management shall lose the differential.”

15.12 Scholarships

“AMR will provide a minimum of five (5) paramedic scholarships, no more than one (1) per county per year to applicable full-time employees to an Employer approved training program. Scholarships in addition to the five (5) minimum will be awarded at the discretion of the Employer. Employees who have been awarded a scholarship who refuse the scholarship or drop out during the training shall not be eligible to participate a second time in the program.

The following items will be provided:

- Tuition, textbooks and other materials that may be required
- Internship

Employees may continue to work full-time during their participation in the NCTI training program, Full-time employees will retain their full-time status when they are in the scholarship programs if they work 48 hours in a given pay period. Employees must have successfully completed probation to qualify.”

15.13 Full-time Employees with Paramedic Certification

“Employees who hold a valid paramedic certification may perform as a paramedic without loss of a full-time benefited EMT position under the following guidelines:

Full-time employees who hold a paramedic certificate shall be allowed to have their name placed on the part-time paramedic list provided they meet the local county contract and operational requirements to work as a paramedic in that location. Such employees will be utilized in order of part-time seniority from the out of class list for the filling of temporary open paramedic shifts after such shifts are offered to full-time paramedics and prior to utilizing the out of county list as provided in Section 15.4. Any and all hours worked as a paramedic will be paid at the applicable paramedic rate.

All time on the part-time paramedic list shall accrue seniority pursuant to Section 11.1 (paragraph 3), but such seniority may not be combined with or added to seniority concurrently earned by the employee.”

15.14 Stocker/Washer Controlled Substance Differential

“Stocker/Washers in Alameda, Contra Costa, Santa Clara and San Mateo Counties will be required to dispense controlled substances to the ambulances and to monitor the deployment office. Stocker/Washers will receive an additional \$1.00 per hour per shift premium pay differential in return for these extra duties. Should the requirement for dispensing narcotics and monitoring the deployment office be eliminated, the Employer may eliminate this pay differential.”

15.15 EMT CCT/Neo-natal Differential

“EMTs assigned to dedicated CCT or neo-natal units will receive a pay differential of thirty-five cents (\$.35) per for all hours assigned. Employees on non-dedicated units that are assigned a CCT or neo-natal call will receive the differential for the duration of the call.”

15.16 CCT RN and CCT Paramedic Differentials

A. Administrator on Call Differential

All CCT program RNs and Paramedics shall receive \$5.00 per hour differential for all hours worked as an “Administrator on Call” when so designated by the Employer, while on duty. There will be no “Administrator on Call” designation assigned to RNs or Paramedics while they are off duty.

B. Shift Differential

CCT program RNs and Paramedics shall receive a shift differential of \$3.50 per hour for all hours worked between 17:00 and 05:00 or end of shift, and \$2.50 per hour for "On call" hours between 23:00 and 07:00.

C. Weekend differential

In addition to shift differential, a weekend differential will be paid to CCT program RNs and Paramedics at the rate of \$2.50 per hour for all hours worked or "on call" hours between 07:01 and 22:59 on Saturday and Sunday. An additional shift differential of \$1 will be paid between the hours of 23:00 to 07:00 on Saturday and Sunday nights.

D. Lead differential

All CCT program RNs and Paramedics will receive a three percent (3%) differential for hours worked as "lead" RN or Paramedic.

Article 16 Uniforms

16.1 Uniforms

“All full-time and part-time field employees shall wear the uniform provided by the Employer while on duty. Wearing uniforms while not on duty or while performing non-Employer related business is prohibited.

Properly sized uniforms shall be provided to employees. No unauthorized buttons, patches, or pins may be worn on the uniform (other than legally permissible union insignia).”

16.2 Replacement of Worn Uniform Components

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

16.3 Uniforms Provided

The following uniform components will be provided as indicated:

- A. Full-time field employees shall be provided with three (3) uniforms (Employee's choice of heavyweight or lightweight jumpsuits or two-piece uniforms).
- B. Part-time field employees shall be provided with two (2) two (Employee's choice of heavyweight or lightweight jumpsuit or two-piece uniform).
- C. All field employees shall be provided with the following additional uniform components:
 - 1. One (1) jacket.
 - 2. Two (2) name tags or embroidered name/identification in accordance with local practice.
 - 3. Rain gear (will provide reflective identification to go over the rain gear).
 - 4. County patch (if one exists) and company patch for each jacket and jumpsuit.
- D. Notwithstanding the provisions contained in the first paragraph of this Section 16.3, employees may wear optional uniforms as provided in this Section. Optional uniforms shall include an Employer-approved polo-type shirt and other locally approved items

which employees shall purchase at their own expense from an Employer authorized supplier and the pants from the two piece uniform authorized in sub-sections A and B above. Polo shirts may be worn between May 1 and October 31 of each year. As a condition of being granted the right to wear such optional uniforms, the Union agrees that all crew members on a unit shall wear matching optional uniforms at the same time or the optional uniform may not be worn. The provisions of Section 16.2 above shall not apply to the optional polo type shirt or other locally approved items which shall be replaced when worn at the expense of the employee.

E. All full-time dispatch personnel shall be provided with three (3) two (2) piece uniforms and one (1) sweatshirt or one (1) jacket. Part-time dispatch personnel shall be provided with two (2) two (2) piece uniforms and one (1) sweatshirt or one (1) jacket. Dispatch employees shall be allowed "business casual" days as determined by the Local Labor Management Committee.

F. In addition to the items specified in Section 16.3C, dual county-certified employees shall be provided one uniform shirt for their second county of certification.

16.4 Uniform Maintenance Allowance

"The Employer agrees to provide a cleaning/laundry allowance of fourteen dollars (\$14.00) per pay period for full-time employees to ensure that uniforms consistently present a positive, professional image.

At the sole discretion of the Employer, the Employer may establish a process for the cleaning/laundrying of employee's uniforms. If such a process is established, the cleaning/laundrying allowance will be discontinued.

Biohazard contaminated uniforms will be professionally cleaned by the Employer in accordance with OSHA and/or other applicable standards and returned to the employee within two (2) weeks."

16.5 Return of Uniforms

"It is agreed that all uniforms or equipment provided by the Employer must be returned by the employee upon termination or request of the Employer. The Company shall notify the appropriate authorities of each employee who fails to return their uniforms upon separation from the Company. In addition, the Company shall pursue any and all legal remedies to collect the outstanding items."

16.6 Employee Appearance

“The Union and Employer agree that the Employer has the right to establish and maintain standards concerning personal grooming and appearance and the wearing of uniforms and accessories while on duty.”

Article 17 - No Strike - No Lockout

17.1

“The duties performed by the employees subject to this Agreement involve potential life and death situations. Any delay in treating patients, transporting them to hospitals or other medical facilities, or responding to calls can exacerbate the problems of ill and injured patients.”

17.2

“For the term of this Agreement, neither the Union nor its agents or any of its members will collectively, concertedly, or in any manner whatsoever, engage in, incite, or participate in any picketing, strike, sit-down, stay-in, slowdown, boycott, work stoppage, paper strike (deliberate failure to submit timely, quality, accurate, and complete medical reports and billing information), or sympathy strike against the Employer at any Employer location within the bargaining unit covered by this Agreement.”

“The Employer and the Union agree that:

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

17.3

“Employees who violate this Article shall be discharged from employment. Any such discharge may be grieved under the Grievance Procedure; however, the sole issue for determination in any such grievance shall be whether the grievant’s conduct was in violation of this Article.

Should there be a strike, sit down, sit in, slow down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer, after notification to an officer of the Union by the Employer, the Union shall immediately:

1. Advise the Employer in writing that such actions have been neither called for nor sanctioned by the Union.
2. Notify each employee involved of the Union's disapproval of such actions and instruct the employee to cease such action and to return to work immediately if this has not already been done. If requested by the Union to help in the delivery of such notification to the employees, the Employer will facilitate the same."

17.4

"The Company will not lock out any Employees during the term of this agreement."

Article 18 - No Discrimination/Harassment

18.1 Gender Intent

“Whenever words denoting a specific gender are used in this Agreement they are intended and shall be construed to mean any gender with which a worker identifies.”

18.2 Non-Discrimination/Harassment/Retaliation

“The Employer and the Union agree that neither party shall discriminate, harass, or retaliate against any person because of race, color, sex, religion, age, disability, national origin, citizenship, veteran status, sexual orientation, or any other status protected by federal, state or local law.

The Union acknowledges that the Employer may be obligated to reasonably accommodate disabled employees in accordance with the American with Disabilities Act. The Union agrees that the Employer may undertake such reasonable accommodations notwithstanding the terms and conditions of this Agreement except for seniority rights which shall be recognized and respected when evaluating the reasonableness of any accommodation.”

18.3 Grievance/Arbitration Election and Waiver

“Grievances alleging unlawful discrimination or harassment in violation of this Agreement may be pursued and resolved through the grievance and arbitration procedure contained in this Agreement, provided that all requirements for the filing and maintenance of a grievance through arbitration are satisfied and that the employee and/or Union have not initiated or filed a complaint or legal action based on the same event(s) with a federal, state or local agency or court. The initiation or filing of a complaint or legal action alleging unlawful discrimination or harassment with a federal, state, or local agency or court shall waive the employee’s and/or Union’s right to pursue the same matter as a grievance pursuant to this Agreement. Any grievance alleging unlawful discrimination or harassment shall be deemed withdrawn at any step of the grievance and arbitration procedure upon the filing of such a complaint or legal action. Employees and the Union are not required to exhaust the grievance and arbitration procedure of this Agreement before initiating or filing a complaint or legal action alleging unlawful discrimination or harassment with any federal, state, or local agency or court.”

Article 19 - Committee(s)

19.1 Labor/Management Committee (LMC)

“The Employer and the Union shall establish a bargaining unit-wide Labor/Management Committee (LMC) comprised of Union and Company representatives which may include the Northern California Divisional Chief Operating Officer. The function of the LMC shall be to develop and implement solutions to identifiable operational concerns and other work-related issues. The LMC shall meet quarterly in accordance with a prepared agenda to address specific concerns and issues. The LMC meetings may be facilitated from time to time by the parties’ Chief Negotiators.

The Union representatives on the LMC shall include the chief shop stewards from each county operation and communications center in addition to Union staff members. Union representatives on the LMC who are Company employees may trade or give-away their scheduled shifts or take PTO to attend scheduled LMC meetings. Trades or give-aways shall be made not less than 48 hours in advance of the LMC meeting. Local restrictions on the use, number and type of trades and give-aways shall be suspended for Union representatives on the LMC for purposes of attending LMC meetings.”

19.2 Health and Safety Committee

“A Health and Safety Committee shall be formed in each operational area to allow individual employees to request further information on safety issues as well as to allow ongoing review of Safety-related concerns.

Each committee shall consist of two (2) management personnel and two (2) bargaining unit employees. The union members shall be appointed by the Union membership. Any employee and management personnel may attend the meetings as non-voting members. Each union member appointed to the Health and Safety Committee by the Union will serve a term of six (6) months and may be re-appointed with no limit on the number of terms. Union committee members will be paid as time worked for time spent in committee meetings up to a maximum of four (4) hours per month.”

19.3 Role of the Health and Safety Committee

“The committee will be responsible for an on-going review of health and safety issues, including ergonomic issues, as well as investigating safety concerns referred to them by an

employee or by the Employer. This includes the following and other items only as they relate to health, safety and ergonomics:

- A. Worker's Compensation claims (only to determine what steps the employee and/or company can take in the future to reduce the likelihood of recurrence).
- B. Accidents (only to determine what steps the employee and/or company can take in the future to reduce the likelihood of recurrence)
- C. Review of possible new equipment or protective devices
- D. Equipment currently used in the performance of duties
- E. Any request for an additional piece of equipment that could be used in the performance of duties
- F. Job related procedures
- G. Review of safety and ergonomic related training needs
- H. Any perceived safety issue that may affect the employees or the general public
- I. Protocol for field testing equipment and procedures
- J. Facility security issues.

This committee shall be empowered to make recommendations to management. A consensus or majority vote of the entire four (4) member committee will be "the results of the committee" (a minimum of three (3) of the four (4) votes is required.)

The initiator of the investigation shall be allowed to address the committee at a reasonable hour and place of the committee's choosing. Committee members may invite the participation of other individuals for the purpose of contributing to the process.

This committee shall meet no less frequently than every other month unless a majority vote by the committee extends the meeting schedule."

19.4 Health and Safety Committee Recommendation(s)

Recommendations will be handled in accordance with the following procedure:

Step One: The Health and Safety Committee Chairperson will present the recommendation in writing to the Employer Representative or his/her designee. The Employer Representative shall respond to the recommendation in writing within a reasonable period of time (not to exceed thirty (30) days) to both the committee and the initiator of the request. If the Employer Representative elects not to follow the recommendation of the committee, the reason(s) must be included in this response.

Step Two: If the matter is not resolved to the satisfaction of the committee in Step One, the Chairperson will present the recommendation in writing to the Northern California Divisional Chief Operating Officer. The Northern California Divisional Chief Operating

Officer shall respond to the recommendation in writing within a reasonable period of time (not to exceed thirty (30) days) to both the committee and the initiator of the request. If the Northern California Divisional Chief Operating elects not to follow the recommendation of the committee, the reason(s) must be included in this response.

Safety issues addressed in this Section 19.4 shall not be subject to any part of the grievance procedure contained in Article 6 of this Agreement.

19.5 Local Labor/Management Committee (LLMC)

“Each county or operational area shall have the right to establish a local labor management committee which shall be made up of two (2) bargaining unit employees selected by the Union and two (2) members of management. The purpose of the labor/management committee shall be to discuss work related matters of mutual interest and/or concerns including system status management and to promote harmonious working relationships between the employees, the Union, and the Employer. The committee shall meet no more often than monthly unless the parties jointly agree on the need for meeting more frequently. The committee shall not have the power to change the provisions of this Agreement to negotiate new agreements or resolve grievances without concurrence from the Union and the Employer. Bargaining unit employees who serve on the committee shall suffer no loss of pay for attendance at LLMC meetings held during their shift. Union committee members will be paid a minimum of two (2) hours up to a maximum of four (4) hours per month for participation on the LLMC. Such pay shall be at the employee’s straight time rate and the hours shall not count as hours worked for overtime.”

Article 20 - Contract Bargaining Understandings

20.1 Separability

“This Agreement shall be subject to all present and future applicable federal and state laws, or Executive Orders of the President of the United States and other appropriate rules and regulations of bona fide governmental authority. Should any provision of this Agreement become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the remainder of the Agreement. Any provision(s) that becomes unlawful by virtue of the above shall cause the parties to meet and negotiate replacement provisions that are valid. Any provision(s) of this Agreement not declared invalid shall remain in full force and effect for the life of this Agreement.”

20.2 Amendments

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

20.3 Waiver

“This Agreement sets forth the parties’ agreement and understanding with respect to the matters referred to herein. The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subjects or matters specifically referred to or covered in this Agreement, including local county/operation beneficial practices when a specific provision of this Agreement acknowledges the existence of such practices.

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

The fact that a proposal was made and withdrawn by a party during the course of negotiations leading to the execution of this Agreement shall not be used to prove that the party

making and withdrawing the proposal has in any manner given up any rights granted to the party elsewhere in this Agreement or otherwise.”

Article 21: Critical Incident Stress Debriefing

21.1 Stress Counseling

“The Employer will continue to provide Critical Incident Stress management. Time spent on AMR Critical Incident Stress Management Team duties will be paid as time worked. At the Employer’s discretion, employees may be required to attend debriefing sessions.”

Article 22: Substance Free Workplace and Testing

22.1 (Agreement)

“The Union and the Employer are committed to maintaining an alcohol and drug free workplace for the safety of employees, patients and the public. The Union and the Employer agree that bargaining unit employees shall be subject to the “AMR Substance Abuse Prevention Policy” appearing as Attachment “D” to this Agreement,”

22.2 (AMR Substance Abuse Prevention Policy)

The AMR Substance Abuse Prevention Policy appearing as Attachment “D” to this Agreement is modified as follows:

- a. Violations of any element of the Policy will result in corrective action on a case-by-case basis, notwithstanding other references to corrective action in the Policy, solely in accordance with Article 5 of this Agreement.
- b. Section 1.4 shall provide: “Whenever a reasonable suspicion exists, search AMR premises for evidence of potential substance abuse. ‘AMR premises’ includes but is not limited to: all facilities and areas in which AMR operates, AMR owned/leased property, and property where services on behalf of AMR are being performed, AMR owned or lease equipment, AMR owned or leased parking lots, lockers, desks, equipment, work spaces, and storage facilities.”
- c. Section 5.1(d) is added to provide: “Reasonable suspicion will not exist, and thus is not a basis for testing, if the suspicion is based solely on the observation and verbal reports of third parties.”
- d. Section 5.2 shall include a requirement that “For cause” testing may not occur unless a reasonable suspicion also exists, based on objective evidence, to believe that drug or alcohol abuse was a contributing factor to the particular incident.
- e. Section 5.5 is superseded by Section 22.4 of this Agreement.
- f. Section 7.4 is added to provide “If an employee requests a confirming test of the split sample (third test), such a test shall be conducted at a HHS-certified laboratory designated solely by the employee. The employee shall be fully responsible for all costs associated with such a test.”

g. Section 10.1 shall apply the concentration cutoff standards specified by the United States Department of Transportation (49 CFR Part 40) to establish a positive or adulterated controlled substance test.

h. Section 14.1 is deleted.

22.3 (Union representation at drug test)

“Employees shall be allowed to contact a Union representative and obtain Union representation prior to submitting to any substance test authorized by the “AMR Substance Abuse Prevention Policy,” provided the employee chooses to contact a Union representative who can arrive at the testing facility within 30 minutes. An employee’s contact and request for Union representation shall not delay the employee’s submission to a substance test beyond 30 minutes. The employee representative shall be a duly authorized Union steward or Union representative.”

22.4 (Periodic drug testing)

The Union and the Employer agree that any system of random or periodic substance testing shall be prohibited for bargaining unit employees unless performed in accordance with a “Last Chance Agreement” as specified in the “AMR Substance Abuse Prevention Policy” appearing as Attachment “D” to this Agreement.

Notwithstanding the foregoing paragraph, the Employer and Union agree to meet and negotiate over the implementation of any system of random or periodic testing specifically required by a customer contract, contracting agency, or law at least ninety (90) days prior to the required implementation date. Such negotiations shall include the specific requirements of the program, the process for implementing the program, and the impact of the program on affected employees.

Article 23: Miscellaneous

23.1 Employer Required Protective Clothing and Equipment

“The Employer shall furnish employees with any special items of protective clothing or equipment that the Employer requires employees to wear or use while on duty.”

23.2 Liability Insurance

“The Employer shall maintain liability insurance which covers employees covered by this Agreement when they are performing their normal duties. The terms of the policy govern and are not subject to arbitration.”

23.3 Outside Employment

“Work requirements, including Employer (AMR) overtime (scheduled and/or non-scheduled) will have precedence over any outside employment. No employee shall be allowed to work for another EMS provider, whether public or private, if that employment would place the employee in an actual conflict of interest as determined by the Employer (AMR) or on duty more than thirty-six (36) hours in succession without a minimum break of eight (8) consecutive hours. Employees who are unable to maintain a high standard of work performance or are unable to report to duty as required by the Employer (AMR) as a result of outside employment will be subject to appropriate corrective action up to and including termination.

The Employer (AMR) will not pay any benefits for injuries or illness resulting from outside employment”

23.4 Workplace Conduct

“The Employer and the Union agree that employees, supervisors, and managers will treat each other, regardless of position or profession, with dignity, courtesy, trust, and respect. The foregoing principles shall also apply in providing services to patients and visitors. Disputes over the interpretation or application of this Section shall not be subject to the arbitration provision contained in the grievance procedure located elsewhere in this Agreement.”

23.5.1 Incident Reports

“Employees shall submit Company incident reports prior to the conclusion of their shifts. Off duty employees shall submit incident reports no later than twenty-four (24) hours following direct notification to the employee of the need for the report. In unusual circumstances, as determined by the Employer, the Employer may require submission of an incident report earlier

than twenty-four (24) hours. All time spent preparing incident reports outside the employee's scheduled work hours shall be paid as time worked at the employee's regular hourly rate."

23.6 Replacement of Personal Items

"There shall be no replacement of personal items damaged in the performance of the employee's duties except at the sole discretion of the Employer, but in no event shall the Employer pay over fifty dollars (\$50.00) for any replacement.

The only exception to this shall be for prescription eyeglasses which are damaged in the course of an emergency response or providing patient care. Upon presentation of verification of damage and receipt for replacement, the Employer may reimburse the employee the full cost of replacement of the same lenses and/or frame or repair to same."

23.7 Subcontracting

A. During the term of this Agreement, the Employer will not subcontract work if such subcontracting has the purpose or effect of displacing union employees or eroding the bargaining unit.

B. The Employer will not subcontract transportation services with the exception of any contracts that require a network of providers or as mandated by local government contract.

C. In the event the Employer determines the need to enter into contracts that require a network of providers or to propose subcontracting or a transfer of union work to a fire department or other EMS provider as part of a bid for a local government contract, the union will be given advance written notification and will be given the opportunity to meet with the Employer to determine the effect such action may have on employees or whether the contract in question does require a network of providers or the subcontracting/transfer of union work.

If the parties cannot agree on the effect of such action on employees or the appropriateness of the contract/bid, the provisions of the grievance procedure contained in Article 6 of this Agreement shall apply.

D. Provisions of paragraph B and C notwithstanding, should the Union claim that the Employer is subcontracting or transferring excessive union work and failing to staff appropriately, the Employer agrees to meet with the Union to discuss the issue. The issues for such meetings shall be the following questions: (1) whether an increase to unit hours would be a more appropriate response to the excess call volume being

subcontracted or transferred and (2) if so, is it possible to staff units to handle the additional call volume. If the parties cannot agree on answers to these questions, the provisions of the grievance procedure contained in article 6 of this Agreement shall apply.

E. Provisions of this section do not apply to any crossover, mutual aid, or automatic aid situations. Nothing above shall require the Employer to alter, modify, or withdraw from a contract for service.

23.8 Access to Personnel Files

“An employee shall have the right to review his/her personnel file upon written request to management. An appointment will be scheduled on a timely basis in the county in which the requesting employee works. The review will take place in front of management personnel. The employee may have a Union representative present. The employee may request a photocopy of documents in his/her file at no cost to the employee. Confidential information or any information pertaining to an on-going investigation is not subject to the employee’s review. The Employer shall provide an opportunity for the employee to respond in writing to any information in the employee’s personnel file about which he/she disagrees. Such response shall become a permanent part of the employee’s personnel record. The employee shall be responsible for providing the written response to be included as part of the employee’s permanent personnel record.”

23.9 Employee Readiness

Employees are responsible for arriving to work well rested and ready to work their assigned shift.

A field employee who feels that he/she is no longer able to perform the basic job responsibilities due to fatigue must immediately notify their co-worker(s) and the appropriate Communications Dispatch Center. The unit shall be immediately placed out of service and the on-duty Field Operations Supervisor shall be notified.

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

In order to ensure that fatigued employee(s) have had the opportunity to obtain sufficient rest prior to leaving their workstation for the day or returning to service, employee(s) invoking this fatigue policy will be allowed to remain in their assigned station with pay for up to two (2) hours before being returned to service. If the employee is unable to return to service after two (2) hours the employee shall at that point be released from duty without pay. At the completion of this time, the employee shall page, or have Dispatch page, the on-duty Field Operations

Supervisor and advise him/her that the employee is rested. The employee may not leave the station until the supervisor has cleared the employee, even if it is past the employee's off-duty time. This procedure has been established to ensure the employee's safety and will be adhered to without exception.

A review shall occur for all incidents of fatigue. Reports of fatigue will be monitored by individual employee as well as by unit. If an employee's claim of fatigue is determined to be reasonable, no further action will take place other than tracking and monitoring. If it is determined that the employee's claim of fatigue was not reasonable, measures may be taken to help prevent future occurrences. These measures may include, but are not limited to, the transfer of the employee to a different shift with different hours or restriction from working overtime. If there are recurrent fatigue issues with a specific unit, the General Manager shall first examine the possibility of modifying deployment policies. These modifications may include changes in back-up procedures or call rotation in an effort to minimize the potential for future occurrences of fatigue. Should changes in deployment procedures fail to yield the desired results, the General Manager may alter the affected unit's schedule to rectify the problem.

Company policy and common sense both dictate that if an employee is too ill or too fatigued to work safely, it is that person's obligation to place his/her unit out of service. This policy should not be construed to be pressuring or limiting any field employee's obligation to monitor him/her self and maintain a safe work environment. Continuing to work when unsafe could open the employee to unnecessary legal liability and would be violation of AMR Codes of Safe Practice.

Employees who utilize this policy during an extra shift shall be precluded from volunteering to work any extra shifts for sixty (60) days.

23.10 Job Sharing

"Job sharing consists of two (2) employees who combine to make up full-time hours. They will work shift and unit assignments that are predetermined by the Employer. These employees will be classified as "job share" employees, but will remain on the full-time seniority list. Job share employees will accrue seniority at the same rate as full-time employees.

This opportunity is only available to current, non-probationary full-time employees who choose this option voluntarily. Full-time employees who have volunteered for job share positions will be paired together into shifts designated for job share by the Employer.

The Employer and the Union have agreed that any program of job sharing shall not result in increased cost to the Employer. As job sharing is an elective scheduling arrangement, it must remain cost-neutral.

With this in mind, the following guidelines for the job share program shall apply:

1. Job share employees will "share" a full-time shift according to terms agreed to by job share "partners" and management (i.e. 50/50 or 75/25). These arrangements, once

established, may not be altered without the agreement of both “partners” and management.

2. Job share employees may split shifts by each working half of a scheduled shift (i.e. 12 hours of a 24-hour shift).

3. Job share employees will be responsible for determining their work schedules (which “partner” will work on which days) according to the arrangements referred to in item 1., above, and must notify the scheduling department of any proposed change agreement at least fourteen (14) days in advance of such change.

4. Job share employees will be paid at the appropriate wage step in accordance with the wage schedule for full-time employees in current collective bargaining agreement.

5. Job share employees will be eligible to receive and must decide which employee receives either health and welfare benefits or PTO benefits provided in Article 14.1, 14.2 and 14.4 of the Core Agreement under the same conditions as regular, non-job share full-time employees. Job share employees may agree that one employee will waive benefits and the other job share employee will receive full health coverage including dependent coverage by presenting that agreement in writing to the Human Resources Department. Employees can only change their election of health and welfare or PTO at open enrollment time as long as they are considered a full-time regular employee. If the job share assignment ends and the employee changes status to part-time, they will qualify for the same benefits as all other regular part-time employees.

6. Job share employees who are already enrolled and participating in the 401(k) plan on the effective date of a specific job share may continue their participation. However, any job share employees who are not so enrolled on the effective date of their specific job share must meet all eligibility requirements to enroll during an open enrollment while in such job share arrangement.

7. If the job share employee chooses to accrue PTO, it will accrue under the same conditions as regular, non-job share full-time employee.

8. If at any time, either of the “partners” in a job share position elect to leave the job share arrangement, that movement will be subject to the availability of a vacant position to move to full-time or part-time. In the event such a move is made or one of the job share “partners” terminates employment, the remaining job share “partner” must work the entire full-time schedule until another job share “partner” volunteers or the opening is filled by posting. The open job share position will be posted for seven (7) days; however, the Employer will not be responsible for locating another job share “partner”. If, after posting the vacant job share position for seven (7) days, a job share “partner” does not volunteer or bid, the job share shift will be converted to a regular full-time position.

9. The shifts and units available for job sharing will be determined by the Employer.

10. In the event of a shift bid, the senior job share employee of a two-person job share group will bid for the shift designated for a job share by the Employer and if that bid is successful in line with seniority, the job share “partner” will go to the same shift as the more senior employee who was the successful bidder regardless of the less senior “partner’s” seniority.

23.11 Fitness for Duty

Before the Employer may require an employee to undergo an examination, the Employer shall document the objectively reasonable justifications for believing the employee may not be capable of performing the essential functions of their job classification and shall provide the employee with a copy of those justifications at least forty-eight (48) hours prior to the examination.

The Employer shall be solely responsible for the cost of fitness for duty examinations. Employees shall receive their regular compensation for all time spent commuting to and from fitness for duty examinations and for the time spent in the examination itself.

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

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

Employees determined to be unfit for duty shall be afforded all rights under federal, state and local laws, and the provisions of this Agreement with respect to their employment.

Article 24: Operational policies, Procedures, and Work Rules

24.1 (Operational policies)

“Within ninety (90) days following execution of this Agreement, the Employer shall provide the Union with copies of all operational policies, procedures, and work rules proposed to apply to bargaining unit employees during the term of this Agreement. Within thirty (30) days following receipt of the proposed operational policies, procedures, and work rules, the Union shall have the right to meet and confer with the Employer. Following the meet and confer process, the Employer may apply those operational policies, procedures, and work rules to bargaining unit employees for the term of this Agreement. All operational policies, procedures, and work rules shall be in writing and fully accessible to employees prior to implementation.”

24.2 (Notification of additions, deletions, or modifications to policies)

“During the term of this Agreement, the Employer shall notify the Union of any proposed additions, deletions, or modifications to existing operational policies, procedures, and work rules. The Employer shall provide the Union with copies of such proposals at least thirty (30) days prior to implementation. Within fifteen (15) days following the Union’s receipt of the proposed additions, deletions, or modifications, the Union shall have the right to bargain with the Employer for up to thirty (30) days over identifiable impacts on matters within the scope of representation. Employees shall be provided with copies of all new or modified operational policies, procedures, and work rules at least fifteen (15) days prior to implementation.”

24.3

“The provisions of this Agreement shall prevail over any inconsistent operational policies, procedures, and work rules”.

Article 25 - Administrative Leave

“The Employer may place employees on an unpaid administrative leave pending investigation into allegations of serious misconduct that could lead to corrective action of a multi-day suspension or greater. Employees shall be provided written notice of the reason for the investigation 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 Employer shall concurrently provide the Union with a copy of the written notice.

Employees shall be allowed to use available accrued paid time off (PTO) while on administrative leave solely at the employee’s option. In the unusual event that the administrative leave continues beyond fourteen (14) calendar days, the employee shall be returned to full paid status and remain off duty for the remainder of the administrative leave. However, employees placed on administrative leave following suspension of their clinical privileges by the State or Local EMS Agency or following an arrest for alleged serious criminal misconduct (felony) may be continued on unpaid administrative leave until completion of the EMS Agency or criminal proceedings.

At the conclusion of the administrative leave, employees shall be returned to their regular assignments and/or served with notice of corrective action. If no corrective action is initiated, employees shall be fully reimbursed for all lost PTO and/or pay while on administrative leave. If corrective action is initiated, employees shall be reimbursed for the difference between any lost PTO and/or pay and the corrective action. Employees may grieve the corrective action as provided in this Agreement including the loss of PTO and/or pay while on administrative leave.”

Article 26: Disasters

26.1 National Disasters

“Bargaining unit employees who volunteer for deployment to national disasters as part of the Employer’s National Emergency Response Team shall be covered by the Employer’s National Disaster policy during the deployment, except that bargaining unit employees remain subject to the just cause standard for corrective action and the grievance procedures of this Agreement.”

26.2 Local Disasters

“In the event of a local disaster or catastrophe as declared by a governmental agency such as earthquake, fire, flood, explosion, widespread power failure or other acts of God outside the Employer’s control that reasonably require all available employees to report for work or remain on duty, the provisions of this Agreement pertaining to scheduled paid time off, lunch and rest periods, job postings, shift changes, and transfers shall be suspended and the Employer shall be relieved of any obligation to adhere to those provisions during emergency operations. However, the Employer shall honor all prescheduled time off for employees who purchased non-refundable tickets or have made other non-recoverable economic commitments for use during their prescheduled time off. If the employee cannot be allowed the prescheduled time off, the Employer shall reimburse the employee for the cost of any unused non-refundable tickets and other non-recoverable economic impacts. Bargaining unit employees who are on duty when a disaster or catastrophe occurs shall be afforded every reasonable opportunity to ensure the welfare of their families.”

26.3 Strike Teams

“Should AMR establish Ambulance Strike Teams or Medical Task Forces (hereinafter collectively “Strike Teams”) in accordance with state or local guidelines or requirements, bargaining unit employees who participate on such Strike Teams shall receive the wages specified in this Agreement and shall be covered by all other terms and conditions of this Agreement while participating in all Strike Team related activities, unless UEMSW and AMR enter into a separate written agreement establishing alternative wage rates and conditions of employment for Strike Team members. This provision shall also apply to bargaining unit employees who may be members of previously established state or local Strike Teams.”

Article 27: Successor Information Clause

“The Employer shall give written notice of changes in ownership of the Employer to the Union, after completion of said of the transaction, i.e., consolidation, merger, sale, transfer or assignment of the Employer or affected or changed in respect to any change in the legal status, ownership, or name.”

Article 28: Duration

28.1 Term

“This Agreement shall remain in full force and effect from February 1, 2014 through and including July 31, 2016 and shall continue in full force and effect from year to year thereafter unless notice of desire to amend or terminate the Agreement is served in writing by either party upon the other at least ninety (90) but no more than one hundred and twenty (120) days prior to the date of expiration.”

Bay Area EMT Payscale

0.0% Increase

The following wage scales are effective at the beginning of the first pay period following February 1, 2014.

Shift Type	Step 1 0-1yr	Step 2 1-2yrs	Step 3 2-3yrs	Step 4 3-4yrs	Step 5 4-5yrs	Step 6 5-7yrs	Step 7 7-9yrs	Step 8 9-10yrs	Step 9 10+
24/72	\$12.75	\$13.46	\$14.07	\$15.32	\$16.05	\$16.68	\$17.21	\$17.70	\$18.26
24/56	\$12.75	\$13.46	\$14.07	\$15.32	\$16.05	\$16.68	\$17.21	\$17.70	\$18.26
24/48									
12/48	\$17.25	\$18.02	\$18.90	\$20.38	\$21.21	\$22.00	\$22.65	\$23.34	\$24.02
12/42	<u>\$20.44</u>	<u>\$21.36</u>	<u>\$22.41</u>	<u>\$24.15</u>	<u>\$25.14</u>	<u>\$26.07</u>	<u>\$26.86</u>	<u>\$27.66</u>	<u>\$28.39</u>
**** 12/42	<u>\$27.52</u>	<u>\$28.73</u>	<u>\$30.14</u>	<u>\$32.55</u>	<u>\$33.82</u>	<u>\$35.07</u>	<u>\$36.12</u>	<u>\$37.24</u>	<u>\$38.22</u>
midnight									
12/42	\$23.23	\$24.26	\$25.45	\$27.49	\$28.55	\$29.60	\$30.48	\$31.41	\$32.34
midnight									
**** 12/48	\$23.23	\$24.26	\$25.45	\$27.49	\$28.55	\$29.60	\$30.48	\$31.41	\$32.34
midnight									
10/50	\$16.33	\$17.04	\$17.89	\$19.29	\$20.03	\$20.82	\$21.43	\$22.06	\$22.73
9/45	\$18.90	\$19.74	\$20.69	\$22.35	\$23.19	\$24.10	\$24.78	\$25.54	\$26.29
**** 9.5/47.5	\$17.48	\$18.28	\$19.19	\$20.72	\$21.52	\$22.30	\$22.98	\$23.68	\$24.39
8/40	\$17.74	\$18.52	\$19.39	\$20.84	\$21.80	\$22.85	\$23.49	\$24.20	\$24.92

**** (San Mateo BLS Only)

Bay Area VST Payscale

0.0% Increase

The following wage scales are effective at the beginning of the first pay period following February 1, 2014.

<u>Shift Type</u>	<u>Step 1 0-1yr</u>	<u>Step 2 1-2yrs</u>	<u>Step 3 2-3yrs</u>	<u>Step 4 3-4yrs</u>	<u>Step 5 4-5yrs</u>	<u>Step 6 5-6yrs</u>	<u>Step 7 6-7yrs</u>
Stocker hired after 3/26/93 12/42 & 8/40	\$19.84	\$20.46	\$21.06	\$21.67	\$22.33	\$22.98	\$23.69
Stocker hired before 3/26/93 12/42 & 8/40	\$22.81	\$24.81	\$26.24	\$27.60	\$29.01	\$30.39	\$31.29
Washer/courier after 3/26/93 12/42 & 8/40	\$16.61	\$17.08	\$17.63	\$18.14	\$18.70	\$19.26	\$19.82
Washer/courier before 3/26/93 12/42 & 8/40	\$18.69	\$19.77	\$20.90	\$22.00	\$23.08	\$23.75	