

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**RURAL/METRO of CALIFORNIA, INC.**



**AND**

**UNITED EMERGENCY MEDICAL SERVICES WORKERS  
(UEMSW) AFSCME LOCAL 4911, AFL-CIO**



**October 1, 2018 through and including September 30, 2022**

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## **AGREEMENT**

This Agreement is entered into on October 1, 2018, by the Rural/Metro of California, Inc. (hereinafter referred to as “the Employer” or “Management”) and the United Emergency Medical Services Workers, Local 4911, AFSCME, AFL-CIO (hereinafter referred to as “the Union”). It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and relationships between the Employer and the Union. In the spirit of this continuing harmonious and cooperative relationship, the Employer and the Union agree to implement and exercise the provisions of this contract in a fair and responsible manner. Therefore, the parties agree by their duly authorized agents to comply with the terms set forth in the following pages for the specified term of this Agreement.

### **ARTICLE 1 - RECOGNITION**

#### **1.1 Scope of Agreement**

The Employer recognizes the United Emergency Medical Services Workers, AFSCME, AFL-CIO as the sole and exclusive bargaining representative for the work performed by all full-time and regular part-time Emergency Medical Technicians (EMTs), Paramedics, Supply Technicians, EMS Schedulers, Senior Office Administrators, Mechanics, Pre-Billers, and System Status Controllers performing under the Employer’s 9-1-1 contract with the County of Santa Clara, at, and out of, its facility located at 1345 Vander Way, San Jose, California and other related satellite facilities, excluding all other employees, guards, and supervisors as defined in the National Labor Relations Act (NLRA).

#### **1.2 Employee Defined**

Unless otherwise provided herein, as set forth in Article 27, the term “Employee” as used herein shall include all Emergency Medical Technicians (EMTs), Paramedics, Supply Technicians, EMS Schedulers, Senior Office Administrators, Mechanics, Pre-Billers, and System Status Controllers defined in Section 1 above.

#### **1.3 Extra-Contract Agreements**

In recognizing the Union’s sole and exclusive bargaining representative status the Employer agrees not to enter into any agreement(s) or contract(s) with its employees, individually or collectively, which is in direct conflict with the express terms and provisions of this Agreement. Any such agreement shall be null and void.

#### **1.4 Bargaining Unit Work**

The Employer shall not unilaterally attempt to erode the bargaining unit by changing the title of a bargaining unit classification as defined in Section 1 above. Unless otherwise specifically addressed in this Agreement to the contrary, no non-bargaining unit personnel or individual shall perform work performed by employees in the Emergency Medical Technicians (EMTs), Paramedics, Supply Technicians classifications covered under this Agreement.

### **ARTICLE 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 agency shop/fair share 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 of the month 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 relation 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**

- A. 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 fall due during the immediately preceding month. The Employer agrees to promptly remit the sums deducted under this paragraph to the Union.
- B. Employees who transfer or are promoted from one county operation to another shall not be required to submit a new check-off authorization form.
- C. 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 approved 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 Deductions**

Upon receipt from an employee of an individual, voluntary, written, and unrevoked authorization, the Employer agrees to deduct from the wages of any employee, who is a member of the Union, a PEOPLE deduction. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. It is understood by the parties that the Employer will terminate deductions thirty (30) days after the employee's authorization of revocation. The Employer agrees to remit any deductions made pursuant to this provision promptly 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**

Neither party will discriminate in any way against any employee for engaging in Union activity or for declining to engage in such 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.

## ARTICLE 3 – UNION RIGHTS

### 3.1 Shop Stewards

A. The Employer recognizes the right of the Union to select shop stewards, not to exceed 10% of the number of bargaining unit employees. The Employer agrees that there will be no discrimination against authorized shop stewards because of Union-authorized 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 Employer will continue to recognize the shop stewards until the Union notifies the Employer in writing that the individual has left the position of shop steward. Shop stewards shall suffer no loss in pay for attendance at investigatory and grievance meetings held during their shift. The Employer shall, when feasible, schedule such meetings during a shift when there is an on-duty shop steward.

B. Except as specifically provided in this Agreement, all Union activity by Union shop stewards shall be on unpaid time and not counted as hours worked for any purpose.

### 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. All business and conversation 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. The Union representative must immediately notify the Manager or his/her designee of their presence upon their arrival for any visitation.

### 3.3 Union Bulletin Boards

A. The Employer shall place one (1) bulletin board in each station. These bulletin boards shall be used to post all official Union business (on UEMSW letterhead stationery or an official UEMSW publication). The Manager or his/her designee shall receive copies of all material to be posted prior to or at the time of posting. The bulletin boards will be maintained and replaced (as needed) by the shop steward and official Union representative. 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, and any material not on Union letterhead. The Union shall be responsible for all posted materials and shall indemnify and hold the Employer harmless for any claims asserted in relation to same.

B. Materials shall only be posted upon the bulletin board space as designated and not posted upon walls, doors, windows, etc. or left on counters or other locations.

### 3.4 Electronic Communication

The Union shall designate, in writing to the Employer, one Union officer who will be granted access to use NetScheduler (or its successor) to communicate official Union business to employees on a bargaining unit-wide basis. All such communications first will be sent to the Employer for approval, and will be subject to the terms and conditions of the Employer's terms of use policy (which the Employer shall, in its discretion, amend from time to time). Such policy amendment shall not bar the use described above.

### 3.5 New Employee Orientation

A duly authorized Union representative shall be given an opportunity to attend the orientation meetings for new bargaining unit employees to describe the makeup of the bargaining unit, necessary requirements of employment, the role of the Union as the collective bargaining agent, membership benefits and membership dues. The Union will be notified in advance of the date of the orientation meetings and, upon request, shall be allowed twenty (20) minutes to meet with the employees. The Employer shall have the right to be present at this meeting with employees.

## ARTICLE 4 – MANAGEMENT RIGHTS

### 4.1 Management Rights Defined

- A. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage, operate and control the business.
- B. Without limiting the generality of the above and by way of example, some of the sole and exclusive rights of management include, but are not limited to:
  - 1. Select, test, train, hire, promote, demote, transfer, assign and direct employees;
  - 2. Sell, lease or transfer all or part of the business;
  - 3. Move, transfer or change the location of part or all of the operations;
  - 4. Discipline, suspend, discharge, or relieve employees of duties for just cause;
  - 5. Require physical or other examinations of employees, as it pertains to their job description, at the company's expense;
  - 6. Make and enforce company rules and regulations;
  - 7. Maintain order and efficiency;
  - 8. Increase or decrease the work force;
  - 9. Pay additional compensation and determine the amount thereof to the employees over and above the hourly rate agreed to herein;
  - 10. Give additional benefits to the employees over and above the benefits established herein;
  - 11. Determine the type and locations of work to be performed, job content, the employee's performance and methods to be employed;
  - 12. Establish quality and work standards;
  - 13. Discontinue or relocate any or all portions of the operations now or hereinafter covered or carried out at the premises covered by this agreement;
  - 14. Schedule and reschedule hours including overtime; determine and re-determine job content and any classifications that are required;
  - 15. Determine and, from time to time, re-determine the qualifications of the employees and to maintain safety and efficiency and order;
  - 16. Determine the number of employees assigned to any shift and to adjust unit deployment (system status) plans or eliminate or add units;
  - 17. Make such rules, regulations and deployment (system status) plan adjustments as it may from time to time deem best for the purposes of maintaining order, safety and effective operation of its business and/or compliance with the contractual requirements of its customers;

- 18. Enforce the employer's policies and operations manuals;
  - 19. Develop and implement quality assurance programs and standards of care;
- C. The Employer's exercise of its retained rights shall not be deemed to preclude the Employer from exercising such rights differently in the future and the Employer's non-exercise of its retained rights shall not be deemed a waiver of such rights within the limitations imposed by this Agreement and applicable law.
- D. The Employer's decision to exercise its retained rights shall not be subject to negotiation and the Employer's decision to exercise such rights in a particular manner shall not be subject to the grievance and arbitration procedures of this Agreement, provided the Employer's application and/or implementation of such decisions do not conflict with the express provisions of this Agreement. The Union may grieve and arbitrate allegations that the Employer's application and/or implementation of a retained right conflicts with the express provisions of this Agreement.
- E. No operation of any equipment, or machinery, or use of any equipment, or tools is or may become the exclusive right of any employee or classification.

**4.2 Notice of Management Decisions and Effects Bargaining**

The Employer shall notify the Union prior to exercising any management right or implementing any management decision that impacts matters within the scope of representation as defined by the National Labor Relations Act. Once notice is received by the Union, the Union has fifteen (15) calendar days to notify the Employer that it would like to meet and confer over identifiable impacts on matters within the scope of representation. The Employer may take action only after satisfying its bargaining 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 on the particular matter.

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

**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. In determining whether it is feasible to permit an available steward to attend, the Employer will consider whether it is possible to take an ambulance out of service. In the event that an ambulance is taken out of service, the Union recognizes Management's right to replace the Steward with clinical educators/qualified management personnel on the ambulance, and return the unit to service for the duration of a Steward's representation of said employee.

The Parties acknowledge that such meetings will be conducted so that the Employer is able to collect those facts that it deems relevant for potential disciplinary decisions, and that the steward's function is to represent the employee during the meeting as the Employer gathers such facts. Thus, all investigatory meetings will proceed at the time and pace determined by the Employer, subject only to the preceding paragraph. Such meetings shall not be used by the Union for grievance investigation. Nor shall the steward unreasonably or unlawfully delay, interrupt, adjourn (permanently or temporarily), obstruct or interfere

with an investigatory meeting in any way. Once the Employer concludes its investigatory meeting, an on-duty union steward will be required to return to service.

#### **5.4 Corrective Action Notices**

The Employer shall provide copies of a disciplinary notice to the employee and the Union concurrently. The notice shall identify the reason(s) for the corrective action or discharge and the effective date of the action.

#### **5.5 Retention Period**

Except in regard to serious offenses, records of corrective action typically shall not be considered for purposes of future corrective action, provided there are no further corrective actions for similar conduct or similar offenses during the applicable retention period:

Verbal Warnings	6 months
Written Warnings	12 months
Suspension/Final Warning	24 months

Corrective action issued and upheld following the exhaustion of appeal(s) under this Agreement for 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 the duration of an employee's employment with the Company.

#### **5.6 Disclosure**

To the extent required by law, 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. The documents and information must be produced within five (5) calendar days from the Union's request.

#### **5.7 Time Limits**

Written corrective action notices 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 disciplinary action. The time limit for issuing corrective action and discharge notices shall be extended if the investigation is delayed by the involvement of state or local law enforcement or state or local EMS agencies, the documented continuous unavailability for the twenty-one (21) day period of the employee or key witnesses, however, any other factor beyond the control of the Employer the parties agree that mutual agreement will not be unreasonably withheld. The Employer will notify the Union in writing of the need for an extension of the time limit prior to the expiration of the twenty-one (21) calendar day period and include the specific reason(s) for the extension. The time limit shall not be extended beyond increments of more than fourteen (14) calendar days absent extraordinary circumstances and additional written notification to the Union.

## **ARTICLE 6 – GRIEVANCE PROCEDURE AND ARBITRATION**

### **6.1 Grievance Procedure**

A. The purpose of this procedure is a timely adjustment, among the Employer and the Union following a prompt investigation and thorough discussion, of all claims ("grievances") by the Union that the Employer has violated this Agreement. In the event that any such grievance arises concerning the interpretation or application of any of the terms of this Agreement such matters shall be adjusted solely according to the procedures and conditions set forth below.

B. Employees should attempt to resolve problems informally with their immediate supervisor and/or Human Resources 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 Union field representative shall submit the grievance in writing to a management representative pre-designated by the Employer within fifteen (15) business days of the occurrence giving rise to the grievance. The pre-designated management representative shall meet with the grievant and/or his /her representative within five (5) business days from the day after receipt of the grievance and give his/her answer in writing within fifteen (15) business days after submission of the grievance. Grievances resolved at this step shall not be precedent-setting.

“Occurrence” is the date when the grievant knew or should have known 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 Regional Director or his/her designee within fifteen (15) business days after the receipt of the Step One answer. The Regional Director may answer the grievance based on the record created during Steps One and Two, or may, at his/her option, meet with the shop steward in an attempt to resolve the issue within fifteen (15) business days after such submission. The Regional Director or his/her designee shall respond in writing within fifteen (15) business days from the date the grievance is submitted to him/her, or the date of the Step Two meeting if the Regional Director elects to conduct one.

**Step Three** – In case of failure of the parties to settle the grievance at Step Two, the Union shall be entitled to request that the grievance be referred to arbitration within fifteen (15) business 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) business 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.

## 6.2 Arbitration

As explained below, 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 after such issue(s) are processed through the grievance procedure. 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.

A. 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 arbitrator shall also have the authority to sequester, separate and/or exclude witnesses, except that the grievant and one (1) Employer representative shall have the right to be present in the hearing at all times.

The party filing the grievance shall have the burden of production and proof at the hearing, except for grievance appealing the imposition of corrective action and discharge where the Employer shall have the burden of production and proof at the hearing.

- B. Jurisdiction of the arbitrator selected shall be limited to:
1. Adjudication of grievances and associated issues based on this Agreement and any Submission Agreement which shall be entered into between the parties hereto;
  2. Rendering a decision or award which in no way modifies, adds to, subtracts from, changes, amends or ignores any term or condition of this Agreement or conflicts with the provisions of this Agreement;
  3. Rendering a decision or award which is not retroactive to a date preceding six (6) months from the date of the written grievance upon which the decision or award is based was presented to the Company as provided in this Agreement;
  4. Rendering a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and
  5. Rendering a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and the arguments presented in the written briefs of the parties.
- C. The arbitrator's fees and expenses, and the cost of any hearing room, 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.
- D. Under no circumstances shall either party be obligated to respond to any information request made by the other within thirty (30) days of a scheduled arbitration hearing.
- E. The purpose of the grievance procedure is to facilitate a full investigation and discussion of the underlying grievance. Thus, any facts not presented by either party during Step One or Step Two of the grievance procedure shall be inadmissible during any arbitration proceeding concerning the grievance.
- F. Subject to the limitations on the arbitrator's jurisdiction described above, the Grievance and Arbitration Procedure set forth herein shall be the exclusive and final method of reviewing and settling grievances between the Company and the Union and/or between the Company and its employees. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the Company shall be final, conclusive and binding on the Company, the Union and the employees.
- G. The Company and the Union may, by mutual agreement, waive any steps in the grievance procedure in order to expedite the processing of a grievance.

### **6.3 Time Limits**

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. Any grievance that is not answered by the Company within the time limits set forth above shall be deemed to have been denied by the Company on the due date for the Company's response. Any grievance that is not appealed by the Union within the time limits set forth above shall be deemed conclusively waived, abandoned and not subject to arbitration, and no arbitrator shall have the power to order relief in regard to such grievance.

### **6.4 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.

## ARTICLE 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. The Employer shall not extend such probationary periods without just cause. 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.

## ARTICLE 8 – HEALTH AND SAFETY

### 8.1 Employer's Duty

The Employer shall provide safe, secure and healthy working conditions for employees. In so doing, the Employer shall furnish, at no cost to employees, items of protective clothing or equipment that are necessary to reduce the risk of disease or injury to all employees and provide a safe and healthy work environment. At a minimum the Employer agrees to comply with applicable federal, state and local health and safety laws and regulations.

### 8.2 Employee's Right to Refuse Unsafe Work

- A. No employee shall be required to work with unsafe equipment that would be hazardous to him/her or to his/her co-workers and/or a patient's health and safety.
- B. No employee shall be required to unnecessarily expose or place themselves in harm's way in the performance of their duties.
- C. An employee who becomes aware of hazardous conditions under the Employer's control and/or unsafe equipment must notify the on-duty supervisor as soon as possible. No employee will be subject to corrective action for properly reporting, in good faith, a valid health or safety problem to the Employer.

### 8.3 Company Paid Immunizations

The Employer will provide access at no cost to bargaining unit employees to any immunizations that are required. Employees will be required, as a condition of employment, either to accept such immunizations or to comply with County EMS health policies/mandates for non-immunized individuals.

### 8.4 Safety Equipment

- A. The Employer shall provide the following safety and personal protective gear which meets the latest NFPA/OSHA/DOT/County EMS standards for each employee:
  - 1. One (1) safety helmet with goggles;
  - 2. One (1) reflective vest with tear-away capability, to be worn only in conjunction with other safety gear;
  - 3. One (1) pair of Uvex or similar style protective glasses;
  - 4. One (1) set of hearing protection;
  - 5. One (1) pair Gloves: Extrication-Type with Velcro wrist closure;
  - 6. Any other personal protective equipment required by the Employer, State EMS, County EMS, or by law.

Employees shall be responsible for safeguarding and properly storing Employer-provided personal safety equipment. The cost to replace Employer-provided personal safety equipment that is lost, stolen or damaged as a result of the employee's dishonest, willful or negligent conduct shall be borne by the employee.

- B. The Employer shall provide safety and protective gear, which meet the latest CHP/DOT/County EMS standards.

- C. During the term of this Agreement, the Employer shall provide, upon presentation of receipt from an employee, reimbursement for fifty percent (50%) of the cost of a protective vest (e.g., ballistic or stab threat) up to a maximum of one thousand dollars (\$1000) to be worn as an optional equipment safety item in the course of duty. Such vests must be worn under the employee's uniform shirt and comply with all County EMS directives as they may be amended from time to time.

### **8.5 Crew Quarters**

- A. The Employer will, to its best ability, provide well-maintained crew quarters and facilities that are safe and comfortable for employees. The Union recognizes that bargaining unit employees are responsible for keeping crew quarters and facilities clean and sanitary at all times, and insuring that all Employer-provided items available in crew quarters and facilities are used and cared for properly.
- B. Units shall have access to no less than the status quo number of "comfort" facilities at multiple post locations that provide facilities for basic living necessities, to include a bathroom, microwave, furniture to sit etc. Should the Employer partner with any other agency or facility to provide such locations, or use Employer posts, safety, security, and common courtesy will be provided to such outside agency, or Employer post, and crews. The Company will secure one additional comfort facility within the vicinity of Post 406. One-hundred and twenty (120) days after the effective date of this Agreement, any posting location without access to bathroom facilities will be removed from the deployment posting plan.
- C. Bottled or filtered water will be provided at all Employer locations.

Special issues concerning such items as new and existing 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 the Labor Management Committee.

### **8.6 The Use of Tobacco Products**

Smoking or use of tobacco products shall not be permitted outside of areas designated for such purpose.

### **8.7 Ergonomics and Equipment**

- A. When purchasing VDT equipment, the Employer will purchase VDT with non-reflective screens and brightness and contrast controls and situate such equipment to reduce screen glare as much as possible.
- B. The Employer shall provide ambulance 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 support shall be maintained and refurbished/replaced as necessary to ensure that the chairs remain in good condition.
- C. Future ambulance design/planning will include front compartment seating with increased legroom, increased cab size to allow for reclining seats and storage of crew safety equipment, to the extent such features are available from the manufacturer in a Type III ambulance.

### **8.8 Driver Qualification Standards**

Driver qualification standards shall follow the policies and procedures included in the safety and risk manual.

## ARTICLE 9 – EDUCATION AND TRAINING

### 9.1 Paramedic 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 compensated for a maximum of twenty four (24) Continuing Education hours on the pay day for the first full pay period in July of each year, upon demonstrating that they have completed such Continuing Education hours. Employees who submit verification for fewer than twenty-four (24) hours shall only be paid for the hours for which they submit proof. Employees who complete more than twenty-four (24) Continuing Education hours in a non-certification year may carry such additional hours over to the following year, provided they remain bargaining unit employees.

Such hours shall be paid at the employee's existing, straight-time hourly rate and shall not count as hours worked for any purpose.

### 9.2 Paramedic Re-certification and Re-licensure Fees

A. To the extent that the items listed below are required to maintain paramedic accreditation, the Employer will offer classes regarding these subjects at no charge, based upon the specified frequencies below:

1. Advanced Cardiac Life Support (ACLS) Refresher (monthly, In-person, and Online with monthly skills evaluation);
2. Basic Cardiac Life Support (BCLS) Refresher (monthly, In-person, and Online with monthly skills evaluation);
3. Pediatric Advanced Life Support (PALS) Refresher (or equivalent), (monthly, In-person, and Online with monthly skills evaluation);
4. Pre-hospital Trauma Life Support or Basic Trauma Life Support (quarterly);
5. Any other license/certification required by the county or state.

The parties agree that the in-person classes referenced above may be taught at locations in Santa Clara County other than the Employer's facilities. The instructors shall be employees of the Employer. In the event there are no qualified and available instructors who are employees of the Employer, then the Employer may use outside instructors. In the event the Employer is required to use outside instructors in compliance with this section, the Employer shall provide the Union with seven (7) days advanced written notice prior to the date of the class.

While the Employer shall strive to have each In-person monthly class referenced above, under no circumstances shall the Employer be responsible for expiration of an Employee's certification. It is the sole responsibility of each individual employee to ensure that all licenses, certificates, and/or accreditations are maintained. Thus, no Grievance shall be filed and no remedy shall be available in the event that the employee's certification expires.

The Employer shall provide no less than 30 days' notice to employees prior to the date for which an in person class is scheduled or re-scheduled/cancelled (for reasons other than lack of enrollment). Employees will be notified of openings in each in-person class six (6) months in advance and will be able to schedule themselves for a class by submitting a completed application. Employees have availability of online refresher training for ACLS, BCLS, and PALS (or equivalent) which can be taken at the employee's convenience. The Employer will make skills verification available, at a minimum, on the schedule listed above. Such evaluations shall take place Monday-Friday during normal business hours, which must be pre-arranged with the Clinical Education Services Department.

Employees will not be reimbursed for courses on these topics taken from outside providers unless the Employer, in its discretion, pre-approves a request from the employee prior to the course.

- B. Employees who register for a course or skills verification are required to attend the course or skills verification, unless the course or skills verification is cancelled. Failure to provide forty-eight (48) hours advance notice that the employee will not attend any course or skills verification for which an employee is registered/scheduled shall constitute an appropriate basis for discipline.
- C. The Employer shall reimburse full-time paramedics for re-licensure and re-accreditation fees required by the state and county upon proof of payment. The Employer shall reimburse full-time paramedics 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.
- D. 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 fee and all required licenses/certifications identified in Section 9.2.A.

### **9.3 EMT Re-certification/Re-Licensure**

- A. All full-time EMTs and part-time EMTs who demonstrate that they have worked for the Employer a minimum of seven hundred (700) hours in the previous calendar year shall be compensated for a maximum of twelve (12) Continuing Education hours on the pay day for the first full pay period in July of each year, upon demonstrating that they have completed such Continuing Education hours. Employees who submit verification for fewer than twelve (12) hours shall only be paid for the hours for which they submit proof. Employees who complete more than twelve (12) Continuing Education hours in a non-certification year may carry such additional hours over to the following year, provided they remain bargaining unit employees.

Such hours shall be paid at the employee's existing, straight-time hourly rate and shall not count as hours worked for any purpose.

- B. The Employer shall reimburse full-time EMTs upon proof of payment for fees required by the state or county for re-certification and re-licensure. 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.
- C. 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 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 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 shall be placed on unpaid administrative leave for a maximum of ninety (90) days. Employees may utilize accrued vacation 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 for in this Agreement. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for separation from employment.

Should the Employer, State, Federal or County require continuing education or specific testing/training courses/classes, the Employer will provide such testing/training and will pay the employee for time spent at the appropriate rate of pay for required hours to attend such testing/training or courses/classes each year.

## **ARTICLE 10 – HOURS OF WORK**

### **10.1 Workweek Defined**

The workweek shall be defined as beginning 12:01 a.m. on Saturday morning and ending at midnight on the following Friday. Payroll is issued bi-weekly. All employees are eligible to participate in the Direct Deposit pay program. This electronic deposit of funds produces a check stub instead of an actual check at each pay period.

#### **10.1A Work Day**

The workday shall be defined as a twenty-four (24) hour period beginning at 00:00:00 hours and ending at 23:59:59 hours.

### **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.

#### **A. Full-time employee**

Full-time employees are defined as employees who have selected a regular schedule averaging a minimum of forty (40) hours per week.

#### **B. Regular part-time employee**

1. Regular part-time employees are defined as employees who are not on a regular schedule. Regular Part-time employees must work three (3) shifts per month.

2. Regular part-time employees must work at least one (1) weekend shift per month as part of the above work requirement. A “weekend shift” for purposes of this requirement is defined as a Saturday or Sunday shift.

3. Regular part-time employees must work at least one (1) one of the holidays listed in Section 12.8 of this Agreement per year.

4. The above provisions do not include standby and special events shifts, and do not constitute a guarantee of hours.

5. A regular part-time employee will not be excused from the monthly requirements, except in calendar months in which the Employer (i) did not offer the employee a total of three (3) shifts of work; or (ii) did not offer the employee at least one (1) weekend shift.

6. Similarly, a regular part-time employee will not be excused from the requirement to work at least one (1) holiday per calendar year, except in calendar years in which the Employer did not offer the employee the opportunity to work at least one (1) of the holidays listed in Paragraph 3, above.

7. Regular part time employees hired prior to the effective date of this agreement, who work for another public safety agency or allied healthcare, shall only be required to work one weekend shift every other month.

**C. The following definitions shall apply to this Agreement:**

1. Unit, Unit Assignment or Position, or Position Assignment – means the call sign for particular ambulance or crew or support position.

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

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

4. 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.

5. A holdover is a duty assignment that prevents an individual or crew from clocking out at their scheduled end of shift time.

**10.3 Shift Bids/Employee Assignments**

A. Shift Bids/Employee Assignments shall be conducted on the second Tuesday of each June and will take effect on the first full pay period of July, and conducted on the second Tuesday of each December and will take effect on the first full pay period of January; of each year of this agreement.

B. Shift Bid proposals shall be provided to the System Status Committee or Union Representative for review at least thirty (30) days prior to bid day as referenced in 10.3.A. above.

C. Shift Bid/ Employee Assignment Packets shall be made available electronically to the Employees fourteen (14) calendar days in advance of bid day.

**10.4 Maximum Consecutive Shifts**

No employee shall be required to work more than two (2) consecutive shifts, (excluding shifts of less than eight (8) hours) without a minimum break period of twelve (12) hours.

**10.5 System Status Management**

A. 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 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. Prior to employee notification, 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.

B. Prior notice shall not be required if a change is made to meet Government declared 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 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 off duty, to perform extra work shall be guaranteed a minimum of four (4) hours of pay at the appropriate wage rate. The sole exception to this Section shall be for employees required by the Employer to report for mandatory training during at a specified time while off-duty, 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. Such pay shall be considered work time.

### **10.7 Report In Pay**

A. An employee who reports to work as scheduled or requested by the Employer and who is not permitted to work the scheduled or requested employee assignment may be assigned to another unit by the Employer for the duration of the originally scheduled shift (without any loss of pay). If the Employer chooses not to reassign the employee to another unit for the duration of the originally scheduled shift, the employee shall have the option to either:

1. Accept alternative work for the duration of the originally scheduled shift (without any loss of pay); or
2. Be released from duty after four (4) hours with four (4) hours pay.

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

1. The employee requests and the Employer agree to the cancellation.
2. There is no partner for the employee on the day of the shift.
3. Another employee is returning to work from an industrial leave.
4. The unit creating the overtime is downed or removed from the schedule.
5. The employee was notified in advance that the shift might be canceled or the shift slot is being held for another employee.

### **10.8 Paid Breaks/Meal Periods**

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 shall be entitled to request meal periods during periods of inactivity. In the event an employee's meal period is interrupted such employee shall be entitled to reschedule the interrupted meal period during the employee's scheduled shift in its entirety. In order to receive the additional sixty (60) minutes of compensation for a missed meal period, an employee shall complete a Kronos exception report. 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). 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.

#### **10.8.A Breaks and Meal Periods –Mechanics and Administrative Personnel**

Mechanics and Administrative personnel shall be entitled to appropriate unpaid meal periods in accordance with state law. Said Employees shall also be entitled to a ten (10) minute paid rest period for each four (4) hour work period. Employee cover under this section who are unable to take their unpaid meal period shall be paid for the missed meal period.

#### **10.9 Overtime**

- A. Field Employees shall be paid overtime for hours worked over forty (40) in a work-week at one and one-half times (1.5x) their applicable hourly shift rate.
- B. Vehicle Supply Technicians shall receive daily overtime for hours worked over eight (8) hours in a workday up to twelve (12) hours and double-time (2x) for hours worked beyond twelve (12) hours in a workday.

#### **10.10.A. End of Shift**

Thirty (30) minutes prior to an employee's end of scheduled shift the unit shall be returned to their respective deployment station. The last fifteen (15) minutes of the employee's shift the unit will be placed into an unavailable status. Such unit shall only be placed back into available status for, SDO-1, a County Disaster, Query status (critical response levels), or crews volunteer for further assignment.

#### **10.10.B. Holdover**

When a unit has reached its scheduled end of shift time without a duty assignment, such unit shall be placed into an unavailable status.

In the event a unit continues to have a duty assignment beyond their end of scheduled shift time, such unit shall remain in service up to one (1) hour or completion of the duty assignment. The unit will be placed in an unavailable status and only be placed back into available status a County Disaster, Query status (critical response levels), or Crews volunteer for further assignment. No field employee will be held over longer than two and one half (2 ½) hours beyond the regularly scheduled end of a shift without the employee's agreement. Should an employee be held over, the employee shall receive one half (0.5x) time additional compensation as a premium for all hours held over.

#### **10.11 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.

#### **10.12 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.

#### **10.13 Two Employees/Same Assignment**

In the event that two (2) employees are scheduled by the Employer and 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.

#### **10.14 Shift Trades/Giveaways**

Full-time and regularly scheduled part-time employees shall be allowed to trade/giveaway shifts in accordance with the following procedure:

- A. Initiate a shift change through the Company's scheduling system twenty-four (24) hours prior to the date of the requested trade/giveaway.
- B. The Employer's designee will respond to the request at least twelve (12) hours prior to the beginning of the applicable shift. Trades/giveaways will be approved at the discretion of the Employer designee.
- C. Shift trades/giveaways shall not result in additional overtime expenses to the Employer. Shift trades must occur during two consecutive pay periods.
- D. Shift trades/giveaways shall be only for full shifts.
- E. Shift trades/giveaways shall not result in uncovered hours.
- F. Shift trades/giveaways will not be allowed for the purpose of avoiding corrective action.
- G. Employees will be held accountable for shifts they agree to cover.
- H. 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, in addition to other disciplinary action.
- I. A regular part-time employee may trade or giveaway a prescheduled shift provided that it is done in accordance with the above and it does not violate his/her availability requirements.
- J. Employees shall be entitled to use PTO to cover any hours given away.
- K. Shift giveaways shall be limited to five (5) per month.
- L. Give-away shifts worked by part-time employees shall not count toward the part-time employee's minimum hour work requirements.
- M. Probationary employees are precluded from giving away shifts.

#### **10.15 Change in Status**

Full-time employees may request regular part-time status. The request will be approved if the vacated Full-Time position is immediately filled from the part-time list (in the same classification). The Employer may, however, delay the change until it deems the part-time employee ready for full-time duty. Seniority rules will apply to both Employees in their new status.

#### **10.16 Job Sharing**

The Employer will continue the job-sharing arrangements only for those employees who are currently partnering to combine to make up full-time hours. The continuation of these arrangements shall be subject to the Employer's right to determine shifts and scheduling under Article 4 of this Agreement. These current job-sharing arrangements will completely terminate upon the earlier of:

- A. A change in status affecting either partner, including, but not limited to, a voluntary resignation from employment, an involuntary termination of employment, or a transition to actual full-time or part-time employment; or
- B. The expiration of this Agreement.

Other than those job-sharing arrangements currently in effect, no job-sharing arrangements shall be permitted for any other employees.

### **10.17 Float Positions**

The Employer may designate float positions. Designated float positions are open to any qualified paramedic or EMT within their respective classifications. These positions will be staffed during a bid process or personnel shall be assigned using reverse seniority should there be a lack of participation. Floats will be paid the applicable shift-bid rate. There shall only be Twelve (12) Hour Floats. The Employer reserves the right to reduce or to create "float" positions, slots, or schedules as the Employer may deem necessary to meet operational needs. If assigned to a unit, the float shall be released at the end of the Float's bidded shift.

### **10.18 Open Shifts**

- A. The monthly filling of open shifts process procedure will be identified in Appendix A Filling Open Shifts.
- B. In the case of open shifts not covered in the procedure above; shifts shall be paged out with a thirty (30) minute window and awarded in order of:
  - 1. Regular Part-Time employees under forty (40) hours;
  - 2. Full-Time employees;
  - 3. Regular Part-Time employees over forty (40) hours; then
  - 4. Any shifts not awarded within the thirty (30) minutes shall be awarded to any qualified-Employee willing to work.

Supervisors, Clinical educators shall only be allowed to work in bargaining unit positions during emergency conditions, in a County EMS Ambulance Query (e.g., Levels 3, 2, 1 or 0), when necessary to avoid shutting down a field unit, and to avoid, at the Employer's option, mandating an employee to work an open assignment after exhausting the procedure identified in Appendix A/Article 10 (Filling Open Shifts) of this Agreement.

In the case of a leave of absence or other prolonged absence by a full-time employee, the Employer shall have the right, should it wish to do so, to put the resulting open shifts up for bid to a regular part time employee for a period of time not to exceed the current bid. In the event the Employer wishes to continue such open shift into the next bid cycle, the Employer shall place such open shift up for bid on the next shift bid.

### **10.19 Shift Mandation**

If a shift is not filled after exhausting the above procedure (10.17), the Employer has the right to mandatorily assign an employee in using Master seniority starting with the least senior employee through the entire seniority list. Once the list has been exhausted the list will reset starting from the least senior person. This may not occur more than two (2) calendar days in advance of the need for such shift filling.

Prior to mandatory assignment of shifts using inverse seniority, the Employer will offer these shifts to qualified employees. For regular part time employees to be eligible for voluntary shift mandation pay they must have worked a minimum of twenty four (24) hours in that scheduled week. An employee who works either of the shifts referenced in, and compliant with, this

section shall be paid an additional one (1X) times his/her pay in addition to any applicable overtime premium. Overtime pay shall not be calculated on the mandatory premium.

## **ARTICLE 11 – SENIORITY**

### **11.1 Seniority Defined**

- A. Master seniority shall be defined as an existing employee's continuous full-time or part-time employment. New employee's seniority shall commence upon the hire date of the employee. Continuous full-time seniority shall be used for purposes of determining time off accruals and benefits. Seniority for employees who change job classifications, (e.g. EMT to Paramedic) shall remain unchanged for purposes of time-off accruals and benefits.
- B. Classification seniority shall be defined as an employee's continuous employment from the employee's service date 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.
- C. Employees 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.
- D. 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.
- E. 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 Return to the Union**

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

### **11.3 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.
- 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 comply with recall provisions (11.4 below).
- 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.

#### **11.4 Layoff and Recall**

- A. 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. The Employer shall notify the affected employees at the earliest possible opportunity but in no event less than fourteen (14) days prior to the layoff.
- B. It is the intention of the Employer to maintain a full-time workforce. In the unlikely event of a need for workforce reduction, layoffs shall proceed within each affected classification as follows:
1. Probationary employees will be laid off first, in an order to be determined at the employer's discretion; then
  2. Affected full-time employees will then be identified by inverse order of classification seniority, and shall be offered a regular part-time position; then
  3. Such affected full-time employees who have accepted regular part-time positions in #2 above, shall be integrated into the regular part-time seniority list; then
  4. The corresponding number (as referenced in #3 above) of regular part-time employees will be laid off next, by inverse order of classification seniority.
- C. As full-time positions become available, qualified employees on layoff status shall have the right to be recalled for six (6) months from the date of layoff beginning with the most senior employee in the classification. During the fourteen (14) day period prior to expiration of this initial six-month right of recall, employees who have not received written notice of recall shall be entitled to extend their recall rights for an additional six (6) months by notifying the Employer by certified mail of their continued interest in reemployment. Employees who do not provide such notice by certified mail within the 14-day period referenced above shall be deemed to have waived any claim to recall rights beyond the initial six months.
- D. Employees recalled to employment shall be sent a certified letter announcing such recall. Recalled employees who fail to respond within seven (7) days (extenuating circumstances may be considered by the Employer) from the date the recall letter is sent by the Employer or who refuse a recall to their former classification shall be considered to have waived their recall rights. Employees recalled from layoff within one (1) year from the date of layoff shall be reinstated to a full-time position in their former classification and shall have benefits restored associated with the position effective the first day of the month immediately after the month in which they return to work. Employees shall not accrue any benefits while on layoff status.
- E. Qualified employees must report for duty within fourteen (14) days after responding to the recall notice as set forth above, have current and valid licenses and certifications, and must meet all fitness-for-duty and return-to-work requirements (i.e., background check and drug screening) for the position. Employees who fail to meet any of these criteria shall be deemed to have waived their right to recall. The Employer will pay for any hours required to update recalled employees' training he/she would not otherwise have access to, but not for any training or hours required to maintain or renew certification or licenses.
- F. No regular part time employee(s) shall be hired into a classification, prior to the reinstatement of recalled full-time and regular part-time employees, on a one-for-one basis, until such time as all qualified laid off employees whose recall rights have not expired for such classification have been offered recall.

#### **11.5 Seniority Lists**

The Employer shall provide the Union with a seniority list of all 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 list shall be provided annually in January and prior to any complete system shift bid. The Union shall confirm, in writing, the accuracy of the seniority list within two (2) weeks after submission of the list to the Union. In the event of a

dispute, the Union and Company will work together to insure the accuracy of the list. In the absence of the Union disputing the list, within the two (2) week time frame, the list shall be deemed accurate and final.

### **11.6 Filling Vacant Positions**

Vacant positions shall be filled subject to the following procedure:

- A. Positions declared vacant by the Employer shall be posted for seven (7) calendar days, to be bid upon by full-time employees, then;
- B. The resulting vacancy, if any, shall also be posted for seven (7) calendar days, to be bid upon by full-time employees, then;
- C. Part-time employees seeking full-time vacant positions shall be given priority before new employees are hired, provided such part time employees have submitted notice to the employer at the onset of the posting of a vacant position, then;
- D. Subsequent vacancies shall be filled at the Employer's discretion.
- E. In the above procedures, the most senior qualified employee applying for the above posted vacant position(s) shall be assigned to the vacancy.

### **11.7 Seniority for Scheduling**

- A. In the filling of an open 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.
- B. Full-time employees who wish to be considered for additional shifts shall fill out an availability form indicating which days they are available to work in accordance with Appendix A. Part-time employees shall submit completed availability forms to the Employer in accordance with Appendix A. The process set forth in Appendix A shall be followed in scheduling additional shifts.
- C. Supervisors shall only be allowed to work in bargaining unit positions during emergency conditions, in a County EMS Ambulance Query (e.g., Levels 3, 2, 1 or 0), when necessary to avoid shutting down a field unit, and to avoid, at the Employer's option, mandating an employee to work an open assignment after exhausting the procedure identified in Appendix A/Article 10 (Filling Open Shifts) of this Agreement.

### **11.8 Application of Seniority**

Except in cases involving promotional opportunities (such as FTO, Preceptor, and alternate supervisor), seniority shall be the primary factor applied in personnel decisions that require a choice between two (2) or more employees. In the event qualifications or classification issues are a factor classification seniority shall be applied, otherwise Master seniority shall be applied to personnel decisions.

## **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 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. PTO/vacation pay benefits shall be paid as time worked.

## **12.2 Paid Time Off (PTO) Schedule**

- A. Full-time employees shall have Paid Time Off (PTO) benefits (i.e. vacation, sick and personal time) computed in accordance with the following schedule:
1. From a full-time employee's date of hire, first, second and third anniversaries, an employee shall receive 3 weeks of PTO; then
  2. Beginning on an employee's, fourth, fifth and, sixth anniversaries, an employee shall receive 4 weeks of PTO; then
  3. Beginning on an employee's seventh, eighth, and ninth anniversaries, an employee shall receive 5 weeks of PTO; then
  4. Beginning on an employee's tenth anniversary, and each anniversary thereafter, an employee shall receive 6 weeks of PTO.
- B. 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**

- A. An employee may utilize accrued PTO for sick time (including for illness of an employee's child, parent, spouse or domestic partner) provided the employee notifies the Employer at least two (2) hours prior to the start of the employee's shift. Requests for PTO for reasons other than sick time must be submitted at least seventy two (72) hours in advance of the intended usage date(s) and shall be approved to the extent local staffing requirements permit on a first come, first served basis. A minimum of five (5) paramedics, five (5) EMTs and two (2) Supply Techs will be approved for prescheduled PTO on any given day, provided that there is 24-hour per day coverage for Supply Techs. Additional employees above the minimum may be approved for prescheduled PTO and vacation on the same day, at the Employer's discretion, provided adequate personnel are available to accommodate the necessary workload and the employee has sufficient accrued PTO to cover the requested time off. An employee who is denied PTO may still take the time off provided the employee obtains his/her own appropriate shift coverage in accordance with Section 10.14 and notifies the Scheduling Department at least two (2) hours prior to the shift that he/she wishes to be paid PTO for the shift. Requests for PTO usage that are related to emergencies and other legitimate 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 Government declared emergency.

For call-outs on a shift immediately preceding or following scheduled PTO or a holiday, the Employer shall have the right to require verification, immediately at the start of the employee's next shift, to establish the unforeseen nature of the circumstances necessitating the absence. Failure to provide verification to the Employer's reasonable satisfaction may result in discipline.

- B. Excessive utilization of unapproved, short notice PTO (i.e., less than seventy two (72) hours) may result in disciplinary action in accordance with the employer's attendance policy, notwithstanding the presence or absence of accrued PTO.

## **12.4 PTO Scheduling**

PTO dates may be reserved for the following calendar year (January 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. Vacations over two (2) weeks in length may be subject to operational requirements.

**12.5 PTO Carry Over**

No more than two (2) weeks of accrued PTO can be carried over past the employee’s anniversary date. Accrued PTO in excess of the two (2) week maximum will be cashed out upon the employee’s anniversary date.

**12.6 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 at the number of scheduled hours the employee worked immediately prior to the termination of employment.

**12.7 PTO Pay in Lieu of Time Off**

Employees may, at their option, choose to receive pay in lieu of time off, two (2) times per year up to 50% of their PTO accrued amount. Such cash out shall be at the employee’s straight time rate of pay. Requests for such payment need to be submitted fourteen (14) days in advance.

**12.8 Holidays**

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

President’s Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year’s Day

Employees who work on a designated paid holiday will receive an additional one half (1/2 time) of the straight time rate of pay for each hour worked on the Holiday.

**12.9 Eligibility for Holiday Compensation**

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

**12.10 Holiday Duration**

The duration of the holiday shall be from midnight to midnight.

**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 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 granted 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 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**

A. 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.

B. 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.

C. Where the employee has been on 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.

D. 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.

E. 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 Worker's Compensation Leave**

Worker's Compensation Insurance benefits shall be granted in accordance with all applicable laws. Premiums for Workers' Compensation insurance are paid in full by the Employer.

If an employee has been terminated due to expiration of a WCLOA, they are welcome to apply for the next advertised opening in their original job classification. The Company does not guarantee re-instatement to any individual, however the Company shall offer such employees priority re-instatement over outside applicants.

Employees who suffer a work-related illness or injury that renders them temporarily unable to perform their regular job duties shall be granted a leave of absence for a no more than any twelve (12) calendar months in any rolling eighteen (18) month period from the onset of the leave, subject to applicable state and federal law.-If an employee fails to return to work at the expiration of the authorized leave, he or she may be terminated. Employees who suffer a work-related illness or injury and are separated from employment shall be allowed to reapply for employment up to twelve (12) months from the date of injury, provided the employee has a complete medical release and can pass the Employer's physical agility test. Should the employee be reinstated within six (6) months of separation the employee shall have all seniority and be afforded all terms, conditions and benefits under this Agreement restored.

The Employer may offer transitional duty (also known as "modified duty" or "light duty") for a maximum of one hundred twenty (120) days to those employees who have suffered a covered workers' compensation injury or illness and will not be offered to any other employee, subject to any applicable federal, state or local law. Transitional duty will be offered whenever such work is available in the employee's regularly scheduled work area, or another area acceptable to the employee, and the employee is able to safely perform such work. Employees on a leave of absence due to a work-related illness or injury shall continue receiving all health benefits for a maximum of twelve (12) months provided the employee continues paying his/her normal contributions for such benefits. Employees may elect to discontinue health benefits while on a leave of absence.

Employees on Workers' Compensation leave will be returned to an equal position and assignment upon expiration of the Workers' Compensation leave.

#### **13.4 Union Leave**

- A. One employee who has been continuously employed for at least one (1) year may request one leave of absence for Union business per rolling twelve-month period during the term of this Agreement. Such leave shall be without pay and shall not exceed thirty (30) calendar days. The Employer shall have the right to fill the employee's shift during the period of such leave as it sees fit, using bargaining unit employees, without using the process described in Section 11.6 of this Agreement. 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.
- B. An employee on a leave of absence for Union business will continue to accrue Master seniority.

#### **13.5 Military**

- A. 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.
- B. 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 thirty-one (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**

- A. 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.
- B. 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.
- C. All employees who return from any leave that exceeds thirty (30) days must successfully pass a Physical Abilities Test (PAT) prior to their return. Employees who fail a PAT after the first attempt is placed on unpaid administrative leave. After a second unsuccessful PAT attempt (must occur within thirty days), the employee shall be automatically resigned from employment, unless otherwise noted in this Agreement.

#### **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**

- A. 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.
- B. 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.
- C. Employees will be granted additional time off, without pay, for any further time required to serve obligatory jury duty.
- D. 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 in same 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 Employer. 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. 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**

- A. 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.
- B. 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.
- C. 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).
- D. 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**

A. 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.

B. 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.

## **ARTICLE 14 EMPLOYEE BENEFITS**

### **14.1 Insurance Benefits**

The Employer shall provide insurance benefit coverages in accordance with the current Benefit Plan documents. The terms applicable to such coverages shall be set forth in and governed by the plan documents. Any dispute relating to a denial of benefits or coverage shall be resolved in accordance with the terms and processes set forth in the applicable plan documents, and shall not be subject to the grievance and arbitration procedure established in this Agreement. Enrollment in such coverages will be at the election of the employee.

On the effective date, and for the duration of this Agreement, the Employer will make available to full-time, bargaining unit employees in the EMS Scheduler, Pre-Biller, Senior Office Administrator, System Status Controller and Mechanic classifications covered under this Agreement the health insurance, dental insurance, vision insurance, long term disability insurance, group-term life and voluntary supplemental life insurance and employee assistance program that are made available to the regular, full-time non-bargaining unit employees of the Company. These benefits will be made available to the employees covered by this Agreement on the same terms and conditions as they are made available to the non-bargaining unit employees of the Company, including contributions, deductibles and co-pays, as those terms may be amended by the Company in its discretion.

The Employer agrees to offer all insurance benefits on a pre-tax basis where allowable.

Domestic partner benefit coverage will be offered to employees as required by law.

#### **A. Medical Insurance**

On the effective date, and for the duration of this Agreement, the Employer shall provide medical and prescription coverage for full-time, bargaining unit employees in the Emergency Medical Technician (EMT), Paramedic and Supply Technician classifications covered under this Agreement as described in the current Santa Clara UHC \$200 Co-Pay Plan; Kaiser HMO \$250 Deductible Plan and Kaiser HMO \$0 Deductible Plans.

The per pay period premium costs for full-time, bargaining unit employees in the Emergency Medical Technician (EMT), Paramedic and Supply Technician classifications on the effective date of this Agreement for the current Santa Clara medical/prescription insurance plans are as follows for the 2013-14 plan year, ending June 30, 2014:

Hired Prior to 1/1/2007	UHC Co-Pay Plan	Kaiser HMO \$250	Kaiser HMO \$0
Employee Only	\$27.92	\$22.40	\$54.88
Employee & Spouse	\$55.85	\$48.16	\$123.20
Employee & Children	\$44.77	\$35.84	\$88.48
Family	\$72.92	\$60.48	\$155.68
Hired After 1/1/2007	UHC Co-Pay Plan	Kaiser HMO \$250	Kaiser HMO \$0
Employee Only	\$61.85	\$54.88	\$88.48
Employee & Spouse	\$139.38	\$126.56	\$200.48
Employee & Children	\$102.92	\$94.08	\$147.84
Family	\$173.10	\$159.04	\$255.36

These rates will only be in effect through June 30, 2014, and will expire at that time. Full-time employees in the Emergency Medical Technician (EMT), Paramedic and Supply Technician classifications covered under this Agreement hired prior to January 1, 2007 shall pay 10% of future premium cost increases after the 2013-2014 plan year for medical and prescription insurance. Full-time employees in the Emergency Medical Technician (EMT), Paramedic and Supply Technician classifications covered under this Agreement hired after January 1, 2007 shall pay 25% of future premium cost increases after the 2013-2014 plan year for medical and prescription insurance.

**B. Dental Insurance**

On the effective date, and for the duration of this Agreement, the Employer will make dental insurance available for full-time employees in the Emergency Medical Technician (EMT), Paramedic and Supply Technician classifications covered under this Agreement.

The per pay period premium costs for full-time, bargaining unit employees in the Emergency Medical Technician (EMT), Paramedic and Supply Technician classifications for the current Santa Clara dental insurance plan will be as follows for the 2013-14 plan year, ending June 30, 2014:

Employee Only	\$3.69
Employee & Spouse	\$7.38
Employee & Children	\$6.17
Family	\$12.33

Full-time employees in the Emergency Medical Technician (EMT), Paramedic and Supply Technician classifications covered under this Agreement shall pay 25% of future premium cost increases after the 2013-2014 plan year for dental insurance.

**C. Vision Plan**

On the effective date, and for the duration of this Agreement, Employer will make vision insurance available for full-time employees in the Emergency Medical Technician (EMT), Paramedic and Supply Technician classifications covered under this Agreement.

The per pay period premium costs for employees for full-time employees in the Emergency Medical Technician (EMT), Paramedic and Supply Technician classifications covered under this Agreement for vision insurance will be as follows for the 2013-14 plan year, ending June 30, 2014:

Employee Only	\$2.31
Employee & Spouse	\$3.69
Employee & Children	\$3.69
Family	\$5.10

Full-time employees in the Emergency Medical Technician (EMT), Paramedic and Supply Technician classifications covered under this Agreement shall pay 50% of future premium cost increases after the 2013-2014 plan year for vision insurance.

**D. Long Term Disability Insurance**

The Employer shall provide long-term disability insurance for all 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**

The Employer will offer an opportunity for employees to purchase 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. For individual short-term disability insurance plans selected through the Employer's designated administrator, the Employer agrees to implement a voluntary payroll deduction for the payment of premiums when requested by employees.

**F. Life and ADD Insurance**

The Employer will offer to 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**

The employer will offer flexible spending accounts to be funded by the employee.

Employees may defer up to the highest maximum allowable amount per applicable 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 highest maximum allowable amount per applicable 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. 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 up to six (6) free visits. Upon a showing of good cause, the Employer may grant additional 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 just cause, to refer an employee to the EAP for assessment and treatment.

#### **14.5 401(K) Plan**

Employees are eligible for participation in the first 401(k) plan enrollment after they have been employed for an uninterrupted period of one (1) year during which they have worked at least 1000 hours.

The Employer will make a quarterly 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. Other than the specific provisions of this Section 14.5, if there is any discrepancy or conflict between the plan document and this Agreement, the plan document will govern.

## **ARTICLE 15 – WAGES**

### **15.1 Wage Increases**

1. The wage scales for employees covered by this Agreement appear in Appendix "C" to this Agreement.
2. Effective with the first full pay period in October, 2018, all EMTs; Paramedics and VSTs shall have their step on the existing wage scale adjusted to reflect the loss of step movement since July 1, 2015.
3. For the life of this agreement employees shall on their employment anniversary date progress through the applicable pay steps in their respective wage scale as identified in Appendix "C" of this Agreement until such time as they reach the top of the wage scale.
4. Effective with the first full pay period in April 2019 and each first full pay period in April thereafter until the expiration of this Agreement, all employees shall receive a three (3.0%) percent increase to base pay and such general increase shall be applied to the respective wage scales listed in Appendix "C" this Agreement.
5. Effective with the first full pay period in October, 2018 all Mechanics and Schedulers shall be placed on the new wage scale based on years of work experience.
6. Delete EMT and Paramedic 24/56 shift type.
7. No employee shall suffer a reduction in compensation by virtue of the adoption of this Agreement.

### **15.2 Appointment – Wages**

The Employer may consider an employee's previous 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 employees who may transfer into the bargaining unit from another location within the AMR family of companies without changing classifications shall receive full credit for all previous years of experience in that classification and shall be placed at the pay grade corresponding to their years of service.

### **15.3 Acting Supervisor Differential**

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

### **15.4 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.

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.

### **15.5 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.

### **15.6 Field Training Officer (FTO)/Instructor 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. An employee when used to perform classroom instruction will be paid a premium of three dollars (\$3.00) per hour for each hour performing such instruction in the classroom. This three dollar (\$3.00) premium will not be used to calculate overtime pay or otherwise included in the employee's regular rate.

### **15.7 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, one preceptor will train one intern for the duration of the internship. Should the preceptor be unable to complete the assignment for any reason, regardless of whether the preceptor initiates and/or agrees with the change, 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 who completes 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.

#### **15.8 Supply Technician Controlled Substance Differential**

Supply Technicians shall be required to dispense controlled substances to the ambulances and to monitor the deployment office. Supply Technicians shall receive an additional \$1.00 per hour per shift premium pay differential in return for these extra duties.

#### **15.9 Schedule Change Differentials (Red-circled employees)**

EMTs Joe Hernandez and T.J. Lindstrom, when assigned as EMTs to a 24/56 schedule, shall continue to receive a differential of 7%:

#### **15.10 Mechanic Tool Allowance**

Full-time mechanics shall receive annually on their anniversary a tool allowance of \$250.

#### **15.11 Mechanic On-Call/Standby Pay**

Mechanics shall be paid five dollars (\$5.00) per hour On-Call/Standby Pay for time spent away from the workplace during which an employee is required to restrict activities and be available for return to work. In the event an employee is called back to work, the mechanic will receive call back pay, as outlined in 10.6 of this Agreement, from the moment the mechanic begins travel back to the workplace. On-Call/Standby pay will stop once the employee is called back to work, and will resume once the employee is back on On-Call/Standby.

#### **15.12 Mechanic ASE Certification Pay**

The Employer shall reimburse Mechanics for registration and testing fees associated with the successful completion of certification or recertification of National Institute for Automotive Service Excellence (ASE) exams.

#### **15.13 Lead Mechanic Differential**

Mechanics who are designated as a lead will be paid an additional one dollar and fifty-cents (\$1.50) 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 a Lead Mechanic.

## **ARTICLE 16 – UNIFORMS**

### **16.1 Uniform Components**

A. The Employer shall provide, at no cost to employees, properly sized uniforms available in male and female sizes, and as described below. No unauthorized buttons, patches, or pins may be worn on the uniform (other than legally permissible union insignia).

B. The Union and the Employer acknowledge the critical necessity of presenting a proper, professional image to the public that they serve. Accordingly, employees shall present a neat, clean and professional appearance in their performance of duties at all times. Uniforms (including all components) must be worn in a professional manner during all shifts. At the start of an employee's shift he/she must be in a uniform that is pressed and clean, with shirt tucked in and boots that are polished, and fastened as appropriate. Any union insignia worn on the uniform must be appropriate size to be worn on the collar, and must be of professional quality. Any violation of the above may be subject to corrective action/discipline.

### **16.2 Replacement of Worn Uniform Components**

The Employer shall replace uniform components when they are worn or damaged. Such replacement will be at no charge to the employee if the wear/damage is due to proper, work-related use. Uniform component replacements shall be provided only when the employee turns in the prior component being replaced (*i.e.*, a one-for-one exchange).

### **16.3 Uniforms Provided**

The following uniform components will be provided as indicated:

- A. Full-time field employees shall be provided with four (4) sets of Class B uniforms.
- B. Part-time employees shall be provided with two (2) sets of Class B uniforms.
- C. All field employees shall be provided with the following additional uniform components:
  - 1. One (1) cold weather jacket;
  - 2. Shield;
  - 3. Rain parka and pants;
  - 4. County patches as required;
  - 5. One full-zip fleece jacket; and
  - 6. Boot polish kit.

### **16.4 Optional Uniforms**

Notwithstanding the provisions contained in Section 16.3, employees are entitled to wear optional uniforms as provided in this Section. Optional uniforms shall be in compliance with section 9.11 of the County EMS and Rural/Metro Agreement and shall be available for purchase by employees on an Employer maintained website or store front. This shall include the following items:

- A. 1/4-zip sweater;
- B. Hat (baseball cap or beanie); and
- C. EMS Agency approved garment.

### **16.5 Uniform Maintenance Allowance**

A. 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. Beginning on the first anniversary of this Agreement and each anniversary thereafter, the Employer will adjust this allowance by the average amount of the twelve (12) months beginning May 1, and ending April 30, of the Bureau of Labor Statistics –CPI-U, San Francisco Bay Area.

B. At the sole discretion of the Employer, the Employer may establish a process for the cleaning/laundry of employee's uniforms, at no cost to employees. If such a process is established, the cleaning/laundry allowance will be discontinued.

### **16.6 Biohazard Contaminated Uniform and Personal Protective Equipment Servicing**

Biohazard contaminated uniforms and Personal Protective Equipment (PPE) (e.g., EMS Rescue Coat, pants) will be decontaminated and then be professionally cleaned and/or repaired by the Employer in accordance with OSHA and/or other applicable standards, and returned to the employee within two (2) weeks. In the event these garments are contaminated, the Employer shall make immediately available to the employee, at the time of turning in contaminated PPE for decontamination and cleaning, an appropriately sized loaner PPE garment.

### **16.7 Return of Uniforms**

All uniform components remain the property of the Employer. It is agreed that all uniforms or equipment provided by the Employer must be returned by the employee upon termination or at the request of the Employer.

### **16.8 County EMS Approved Uniform Policy Modification**

In the event County EMS declares a temporary order, the Employer shall allow employees to wear a County EMS Agency approved T-shirt (or approved Class-D uniform type).

### **16.9 Boot Reimbursement**

- A. All full-time employees will be eligible for \$150 boot reimbursement every other calendar year for purchase of Company-approved boots.
- B. All part-time employees will be eligible for \$75 boot reimbursement every other calendar year for purchase of Company-approved boots when the employee works seven hundred (700) hours or more in the preceding year.

### **16.10 Off-Duty Prohibition On Wearing Uniforms**

No employee will wear uniforms while off duty, other than travel to or from work or on Company-sanctioned business.

## **ARTICLE 17 – NO STRIKE/NO LOCKOUT**

### **17.1 No Strikes**

A. The Union and the Employer subscribe to the principle that any and all differences arising between them should be resolved by peaceful and appropriate means without any interruption of or interference with the Employer's operations. Both the Union and the Employer recognize the importance of the services rendered by the Employees covered by this Agreement and their joint duty to render continuous service to the Public. Therefore, the Union agrees that, it, its officers, representatives, stewards and members of this bargaining unit during the term of this Agreement, shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, promote, honor, assist in any way, or sanction any strike (sympathy, wildcat, unfair labor practice), picketing (including pickets at hospital destinations), hand billing, slowdown, work stoppage, sit-down, boycott, or any other similar action at any location (including those outside of Employer premises) with the willful intention, objective or effect of interrupting or interfering with any operations of the Employer.

B. Violations of these provisions shall be conclusively deemed to constitute just cause for disciplinary action up to and including discharge. In the event that a member of the bargaining unit is disciplined in compliance with Article 5 of this Agreement for engaging in alleged conduct in violation of this Article, the sole question of whether the individual engaged in such alleged conduct will be reviewable through Grievance and Arbitration.

C. In the event any alleged violation of this provision occurs, upon notice from the Employer, the Union shall actively discourage and endeavor to prevent or terminate any alleged violation of this provision by using its best efforts to immediately notify all bargaining unit members that the strike, picketing, hand billing, sympathy strike, slowdown, work stoppage, sit-down, boycott, or other interference with Employer operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall use its best efforts to immediately advise members of the bargaining unit to return to their duties at once.

D. The obligations, rights, and provisions of this Article shall be completely independent of, and shall not be limited by the inclusion or absence of, any other provisions of this Agreement, including the Grievance/Arbitration provisions.

### **17.2 No Lock-Outs**

The Employer will not lock out any employees during the term of this agreement. However, no relocation or permanent or partial closure of operations shall constitute a lockout for purposes 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**

A. 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.

B. 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 – COMMITTEES**

### **19.1 Labor/Management Committee**

The Company and Union recognize the importance of good open communication between the two organizations. In order to effect this, a joint Labor/Management Committee ("LMC") shall be formed to openly discuss potential new programs, mutual concerns and problems, existing policies, or standard operating procedures, practices, job descriptions, customer/client needs, uniform issues, staffing levels, etc.

The Committee shall be limited to six (6) members of Management and six (6) members of Labor. Such committee shall meet not less than twelve (12) times per year. Labor and Management shall each identify a co-chair to set the agenda and schedule the meeting. The Regional Director (or his designee) shall be the Employer's co-chair and a designated representative from the Union shall be the Union's co-chair.

Additional or fewer meetings of the committee may be convened by mutual agreement between the respective committee chairs.

The Labor Management Committee shall consider all recommendations, as well as other items of concern and make recommendations to the Regional Director.

Should the Regional Director decline to adopt the recommendations of the Labor Management Committee, or modify the recommendations for adoption, the Regional Director shall state the reason for the rejection or modification, in writing, no later than thirty (30) days after receiving the recommendation(s).

Employees shall be paid for two hours at their existing pay rate for time spent in LMC meetings, regardless of the actual time spent in such meetings. The two hours shall count as time worked.

## **19.2 Labor/Management Standing Subcommittees**

The Labor Management Committee shall have Three (3) standing sub-committees:

Health and Safety Subcommittee

Equipment/Ambulance Subcommittee

System Status Subcommittee

Subcommittees shall meet no less frequently than every month unless a majority vote by the subcommittee modifies the meeting schedule. Subcommittee members who are scheduled to work during the time of a meeting shall strive to find their own coverage if they wish to attend. Employees unable to find coverage for a meeting may designate an alternate to attend the meeting on his/her behalf.

### **A. Health and Safety Subcommittee:**

This subcommittee will be responsible for conducting 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:

1. Any alleged safety issue that may affect the employees or the general public.
2. Review of any alleged safety and ergonomic concerns.
3. Worker's Compensation claims (only to determine what steps may be taken in the future to reduce the likelihood of recurrences).
4. Accidents (only to determine what steps may be taken in the future to reduce the likelihood of recurrences).
5. Facility security issues.

This subcommittee shall be empowered to make recommendations to the LMC. These recommendations will be drawn from simple majority of the voting members of the subcommittee. Subcommittee members other than the subcommittee co-chairs shall attend LMC meetings only if requested to do so.

Subcommittee members may invite the participation (without pay) of other individuals for the purpose of contributing to the process.

If the matter is not resolved to the satisfaction of the subcommittee after submission to LMC, the subcommittee will forward the recommendation in writing to the California VP/designee. The California VP/designee shall respond to the recommendation in writing within a reasonable period of time (not to exceed thirty (30) days) to the committee and the initiator of the request. If the California VP elects not to follow the recommendation of the committee, the reason(s) must be included in this response.

**B. Equipment/Ambulance Subcommittee:**

This subcommittee will be responsible for providing input in the purchase of equipment/ambulances to be utilized in conjunction with the bargaining unit work covered under this Agreement. This includes the following and other items only as they relate to the purchase of equipment/ambulances:

1. Review of new equipment or protective devices presented to the subcommittee by the Employer.
2. Equipment currently used in the performance of duties.
3. Protocol for field testing equipment and procedures.

**C. System Status Subcommittee:**

This subcommittee will be responsible for consideration of deployment, scheduling, workload concerns, and other system status related issues.

Each sub-committee shall be co-chaired by one member from the Union and one member of Management that sit on the Labor Management Committee. Each sub-committee shall consist of three (3) members appointed by the Union, and three (3) representatives appointed by the Employer. No Employer LMC member or Union LMC member may sit on more than one (1) subcommittee.

The sub-committees shall make recommendations to the Labor Management Committee on their particular areas of inquiry.

Employees shall be paid for two hours at their existing pay rate for time spent in standing subcommittee meetings, regardless of the actual time spent in such meetings. The two hours shall count as time worked.

## **ARTICLE 20 – CRITICAL INCIDENT STRESS MANAGEMENT (CISM)/DEBRIEFING**

### **20.1 Stress Counseling**

A. The Employer will continue to provide training for, and access to, Critical Incident Stress Management/Debriefing, subject to its right to change the time, place and manner of such training. The Employer reserves the right to determine the number of CISM Team Members, and the qualifications of Team Members. Existing Team Members shall be grandfathered in. The selection of additional Team Members shall be at the Employer's discretion. In order to participate as a Team Member, the employee shall not have had any disciplinary action of a Written Warning or higher during that last six (6) months. Time spent on Critical Incident Stress Management Team duties (including training) must be authorized by the Employer and will be paid as time worked.

B. Within ninety (90) days of the effective date of this Agreement, the parties mutually agree to develop, bargain, and establish Critical Incident Stress Management (CISM)/Debriefing policy to meet the need as identified in the contract between the Employer and the County of Santa Clara. Any additional certifications, training, licensure, and equipment required by the Employer shall be provided to the Team Member at no cost. The following concepts shall be discussed in the bargaining:

1. Employees acceptance of CISM is voluntary;
2. CISM is confidential;
3. The employee has the right to decline CISM counseling from an individual Team Member and request counseling from a different individual Team Member.

## ARTICLE 21 – SUBSTANCE FREE WORKPLACE AND TESTING

**21.1** 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 Appendix “E” to this Agreement.

**21.2** The AMR Substance Abuse Prevention Policy appearing as Appendix “E” 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.

**21.3** 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.

**21.4** 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 Appendix “E” 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 22 – MISCELLANEOUS

### 22.1 Drive Camera/GPS/G-Force Video and Audio Collectors

The Employer may utilize Drive Camera/GPS/G-Force Video and Audio Collectors or its equivalent for educational purposes. No discipline shall be based solely on Drive Camera/GPS/G-Force Video and Audio Collectors or their equivalents. In addition, independent facts and justification that comply with the “just cause” standards and provisions of this Agreement will be utilized to help substantiate any discipline. The Employer agrees that information collected shall not be disclosed to any third party, except to respond to a lawful request of a law enforcement or other regulatory agency provided that the Company shall provide the Union with same information collected if relevant to a lawful Union concern.

### 22.2 Liability Insurance

The Employer shall maintain liability insurance which covers employees covered by this Agreement when they are performing work-related duties within the scope of their practice and in accordance with the Employer’s policies and procedures and this Agreement.

### 22.3 Classroom Attire

The employee will present a neat, clean and professional appearance while attending mandatory training/classes. When attending non-mandatory training/classes there shall be no mandatory dress attire.

### 22.4 Catastrophic Leave

Subject to the discretion of the Employer, employees may be permitted to donate PTO hours to another employee. Such donations shall require approval of the Director of Human Resources and the corporate Senior Vice President of Human Resources.

### 22.5 Replacement of Personal Items

The Employer shall provide all necessary equipment needed to perform the job as required by County EMS. The Employer agrees to repair or replace personal items worn by the employee that are damaged in the performance of the employees’ duties. The Employer shall not pay more than fifty dollars (\$50.00) for any repair or replacement, except for prescription eyeglasses damaged in the course of an emergency response or while providing patient care. The Employer agrees to pay up to the approved allowance of the Employer’s Vision provided insurance in the event that repair or replacement is needed for prescription glasses.

### 22.6 Personnel Files

- A. Employees and authorized Union representatives shall have access during normal business hours to employee personnel files in accordance with legal requirements. Employees or Union representatives requesting access to employee personnel files must submit a request in writing to Human Resources. Upon receipt of the request, an appointment will be scheduled with the employee or Union representative to review.
- B. Upon request, and at no charge, the employee may obtain copies of any document that is in their personnel file including copies of any document pertaining to discipline or performance.
- C. The Employer will not release information from employee personnel files to third parties unless:
1. Presented with a signed employee authorization; or
  2. In response to a valid subpoena; or
  3. As otherwise compelled to do so by law.
- D. At the time an employee is presented with a disciplinary document that will be placed in his/her personnel file, the employee may submit a written rebuttal to the disciplinary document, placed in their personnel files within fifteen (15) calendar days following their signature on the disciplinary document, such rebuttal shall be attached to the document.
- E. Following expiration of an applicable retention period for disciplinary documents, the Employer shall, at the request

of the employee, remove any outdated/expired discipline/letters etc., as specified in Article 5 of this Agreement, and provide such documents to the employee. The employee will then immediately place such documents into an envelope, seal the envelope, and return it to the Employer. The Employer will retain such sealed envelopes separately from personnel files; such envelopes shall only be unsealed in accordance with the following:

1. Presented with a signed employee authorization; or
2. In response to a valid subpoena; or
3. As otherwise compelled to do so by law.

## **22.7 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. It is understood that employees on 12-hour shifts should be able to work a full 12 hours without requesting rest relating to fatigue. However, in the event that fatigue is an issue, it will be addressed on a case-by-case basis, with the employee working directly with the on-duty supervisor.

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 Regional Director 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 Regional Director may alter the affected unit's schedule to rectify the problem.

Company practice 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 practice should not be construed to be pressuring or limiting any field employee's obligation to monitor himself/herself and maintain a safe work environment. Continuing to work when unsafe could open the employee to unnecessary legal liability and would be violation of Company practice.

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

## **22.8 Fitness for Duty**

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

Medical personnel conducting fitness for duty medical examinations on behalf of the Employer pursuant to this section shall possess any qualifications required under California law. The Employer shall be solely responsible for the cost of fitness for duty medical examinations. Employees who are actively at work when sent for a fitness for duty examination shall receive their regular compensation for all time spent commuting to and from fitness for duty examinations and for the time spent in the examination itself. Medical personnel conducting fitness for duty medical 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. Medical personnel shall not disclose any additional information. All employees will be required to be cleared through a Rural/Metro approved medical provider for the initial examination.

Employees who are found to be fit to perform the essential functions of their job classifications shall be allowed to continue working their regular positions and assignments. If an employee fails to pass a fitness for duty medical examination, the employee will be placed on leave of absence for a maximum of six (6) months without pay or until the employee successfully passes the examination, whichever occurs first. All costs for approved examinations will be the responsibility of the Employer. 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. If the employee provides the Employer with proper documentation that his/her physician found him/her fit for duty following a second examination, the Employer can require a third examination at the Employer's sole expense by an independent medical provider. The opinion of the third doctor shall be conclusive. If the third doctor clears the employee to return to work, the Employer shall reimburse the employee for the full cost of the second examination and opinion, and the employee shall be returned to full duty.

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.

Employer 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 employee's obligation to monitor himself/herself and maintain a safe work environment.

## **22.9 Clinical Education and Guidance**

The parties agree that within thirty (30) calendar days of the ratification date of this Agreement, the parties will meet and bargain a Clinical and Education Procedure with the objectives of jointly identifying methods of evaluation that are composed of structure, process and outcomes; which focus on improvement efforts to identify root causes of problems, intervene to eliminate these problems and steps to correct these processes.

## **ARTICLE 23 – SCOPE OF AGREEMENT**

### **A. Savings Clause**

This Agreement shall be subject to all applicable federal and state laws, and other appropriate rules, regulations and directives of bona fide governmental authorities, including the County of Santa Clara; as such matters may be amended from time to time. Should any provision of this Agreement become unlawful or violative of the above, or by declaration of any court of competent jurisdiction, such action shall not invalidate the remainder of this Agreement. Any provision(s) that becomes unlawful or violative of the above shall cause the parties to meet and negotiate replacement provisions that are valid. The provisions of Article 17 of this Agreement (No Strike/No Lockout) shall remain in effect during and following such negotiations, up through and including the termination date of this Agreement. Any provision(s) of this Agreement not declared invalid shall remain in full force and effect for the life of this Agreement.

**B. Policies, Procedures and Work Rules**

This Agreement in all respects supersedes and replaces all policies, procedures and work rules previously established by the Employer with respect to the issues incorporated herein covering the employment relationship between the Employer and bargaining unit employees.

**C. Complete Agreement**

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 not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. The parties agree that this provision does not adversely impact or limit the effect of Article 4 Section 1.A.

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.

**D. Modifications to the Agreement**

No addition to, alteration, modification, or waiver of any term, provision, covenant or condition or restriction in this agreement shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by the Employer and the Union.

**ARTICLE 24 - OFFICE/MECHANIC/SSC PERSONNEL**

**24.1. Office/Mechanic/SSC Personnel Provisions**

The EMS Schedulers, Pre-Billers, Senior Office Administrators, System Status Controllers and Mechanics classifications performing under the Employer's 9-1-1 Contract shall be subject to the following:

**A. Hours of Work (Overtime)**

The Employees referenced in this Article shall receive daily overtime for hours worked over eight (8) hours in a workday up to twelve (12) hours and double-time (2x) for hours worked beyond twelve (12) hours in a workday.

**B. Uniforms for Mechanics**

Mechanics shall continue to receive the current uniform package as provided by the Company. Such uniforms (including all components) must be worn in a professional manner.

**C. Clerical Ergonomic Requirements**

For EMS Schedulers, Pre-Billers, Senior Office Administrators, System Status Controllers, the Employer shall provide the following:

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

**D. Appearance and Union Insignia**

The Union and the Employer acknowledge the critical necessity of presenting a proper, professional image to the public that they serve. Accordingly, employees shall present a neat, clean and professional appearance in their performance of duties at all times. Any union insignia worn on the uniform must be appropriate size to be worn on the collar, and must be of professional quality. Any violation of the above may be subject to corrective action/discipline.

**ARTICLE 25 – ADMINISTRATIVE LEAVE**

A. 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, either in hard copy or electronically.

B. 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.

C. 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 Rural Metro 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 – DURATION**

### **27.1 Term**

This Agreement shall remain in full force and effect from October 1, 2018 through and including September 30, 2022 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 not more than one hundred and twenty (120) days prior to the date of expiration. The Union at its discretion, with at least ninety (90) day notice to the Employer may extend the term of this Agreement an additional six (6) months to March 31, 2023.

**SIGNATURE PAGE**

**FOR THE UNION  
United EMS Workers AFSCME Local 4911**

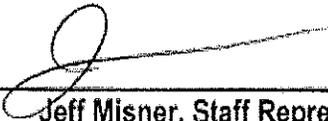


Jason Brollini, Executive Director

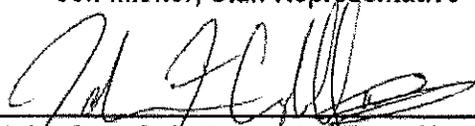
Date 10/16/18



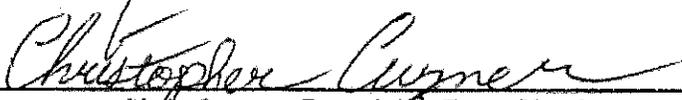
Curt Ostrander, Chief Negotiator



Jeff Misner, Staff Representative



John Campbell, Bargaining Team Member



Chris Cuzner, Bargaining Team Member



Phil Jones, Bargaining Team Member



Brian Newton, Bargaining Team Member

James O'Connor, Bargaining Team Member



Jocelyn Paulson, Bargaining Team Member

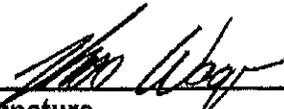


Kyra Swerrie, Bargaining Team Member

**FOR THE EMPLOYER**

**Rural Metro of Northern California, Inc.**

**Thomas Wagner  
Chief Executive Officer  
American Medical Response, West**

  
\_\_\_\_\_  
Signature Date 11/6/18

**David Banelli  
Vice President, Labor Relations  
American Medical Response**

  
\_\_\_\_\_  
Signature Date 11/13/18

**Douglas Petrick  
Regional Director  
Santa Clara Operations  
American Medical Response**

  
\_\_\_\_\_  
Signature Date 11-12-18

## **APPENDIX A**

### **Filling of Open Shifts**

All regular part-time employees and full time employees who wish to pick up additional shifts, monthly shall follow the below procedure:

On the 2<sup>nd</sup> Wednesday of non-payday weeks all vacant shifts will be posted for viewing on the Company's scheduling system. These employees shall submit their availability to scheduling for vacant shifts no later than this day (It is imperative that no one attempt to electronically pick up any of these shifts in order to allow accurate viewing for all employees. If you pick up a shift from this list IT WILL BE DENIED).

The next day on Thursday vacant shifts will be available to REGULAR PART-TIME employees to pick up. Employees who submitted availability forms will be called in order of seniority. Shift assignments for part time staff shall be allocated based on a rotating seniority starting with the most senior allocated three (3) shifts per month and then moving down the list until such time as all part time staff have been allocated such three (3) shifts of work per month.

The next day on Friday vacant shifts will be available to FULL-TIME employees to pick up. Employees who submitted availability forms will be called in order of seniority.

The next day on Saturday all remaining vacant shifts will become available for anyone who wishes to pick one up.

**\*IMPORTANT\*** You must submit an availability form no later than the Wednesday when shifts will be posted for viewing. Should you fail to do so you may not get called for shifts.

**\*IMPORTANT\*** Employees will be called and shifts will be disseminated in order of seniority of the employees who submitted availability forms.

**\*IMPORTANT\*** Shifts will be removed from the Company scheduling system in real-time after every round. Do not attempt to pick up any shifts during this process as it will be denied and potentially hold up the process.

## APPENDIX B- ATTENDANCE POLICY

### A. Purpose

1. To establish a company standard for attendance and punctuality expectations.
2. American Medical Response relies upon prompt and dependable attendance of scheduled personnel to meet the needs of the public we serve. It is a professional obligation of each employee to maintain a good record of attendance. The following attendance policy reflects this expectation, and provides specific criteria for the employee to meet this critical requirement.

### B. Policy

#### 1. General

- a. Perfect Attendance is the "standard" that every employee should strive to meet. Employees who have specific attendance problems should discuss them with their Supervisor as quickly as possible in order that solutions can be mutually developed and a poor attendance record prevented.
- b. Field Employees shall be on the premises, in accordance with the uniform policy, clean- shaven, and otherwise ready to work, at the time their shift begins. Employees sleeping on premises are not excluded from this policy.
- c. Under no circumstances will any employee have another employee work for part or all of a shift without Operations written approval.

#### 2. Guidelines

- a. Assigned shifts, NCTI classes, local education and training, EVOC, FTO time, teaching assignments, etc. are subject to the provisions of this policy.
- b. Under no circumstances will any employee have another employee work for part or all of a shift without Operations written approval.
- c. It is the employee's responsibility to punch in and out on time in the time keeping system and be ready to work based on his/her work schedule. Employees may not punch in early (more than 7 minutes prior to their shift) or punch out late (more than 7 minutes after their shift) without appropriate authorization.

#### 3. Employee Absences:

- a. PTO requests received two (2)<sup>1</sup> or more hours in advance of the shift start time, will be approved and considered an excused absence when the cap is open.
- b. Employees unable to work their assigned shift or work assignment due to illness or other emergency situation, should make every effort to contact the appropriate area Supervisor as soon as possible, but no less than two (2) hours prior to the beginning of the shift or work assignment.
- c. For the purposes of this policy, absences due to an employee's illness that fall within four consecutive shifts shall be considered one unexcused absence.

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<sup>1</sup> Consistent with CBA 12.3 PTO Use

Example:

1. An employee calls in sick on Monday (12 hours shift).
  2. As this shift begins on Monday, this is when the 4 consecutive shifts begin.
  3. Therefore, the window for this illness to be considered one absence ends the next Thursday.
  4. Any subsequent missed shifts due to illness would be considered a second incident.
  5. Extenuating or special circumstances may be considered at management's discretion.
- d. The company reserves the right to request a physician's note prior to the employee returning to work secondary to missing greater than two shifts due to illness.
- e. As of July 1, 2015 under California law, part time employees begin accruing sick time. Part time employees may utilize available sick time due to illness or injury, however if the number of hours scheduled exceeds the number of hours the employee chooses to use, this will be considered an unexcused absence.

4. Definitions

Tardy shall be defined as:

- a. Punching into the time keeping system more than seven (7) minutes from the start of the assigned shift or failure to sign into the time keeping system unless excused by management.
- b. Arriving after the scheduled start time for a non-field work assignment, training or education class, EVOC, FTO time, teaching assignments, etc.

Unexcused Absence shall be defined as:

- a. Any requests for PTO made less than two (2)<sup>2</sup> hours in advance of the scheduled work start time, regardless of cap status, excluding absences covered under state or federal statute.
- b. Any request for time off without sufficient PTO to cover the duration of the assigned shift.

**C. Enforcement of This Policy**

1. If an employee is tardy greater than two (2) times within a rolling 60 day period, it is considered a violation of this policy and is subject to corrective action.
2. If an employee has greater than one unexcused absence within a rolling 60 day period, it is considered a violation of this policy and is subject to corrective action.

Employees who fail to report to work, or fail to notify the on duty Supervisor of his/her absence within one hour after their scheduled shift start time, will be considered a "no call / no show" and subject to accelerated corrective action process on the first offense. Exceptions will be considered when an employee is unable to make the proper notification due to extenuating circumstances and at management's discretion.

1. Any two "no call / no show" occurrences within a twelve-month rolling period may result in termination at management's discretion.
2. Employees who do not report for work or call into an on duty Supervisor for two consecutive shifts, will be

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<sup>2</sup> Consistent with CBA 12.3 PTO Use

considered to have abandoned their position and the employee may be terminated.

NOTE: Violations of this policy are considered *collective* and are therefore subject to corrective action up to and including termination of employment.

## APPENDIX C – WAGE SCALES

EMT									

The following wage scale is effective at the beginning of the first pay period following October 1, 2018.

Shift Type	Step 1 0-1 yr	Step 2 1-2 yrs	Step 3 2-3 yrs	Step 4 3-4 yrs	Step 5 4-5 yrs	Step 6 5-7 yrs	Step 7 7-9 yrs	Step 8 9-10 yrs	Step 9 10+ yrs
Eight-40 Day	\$ 25.67	\$ 26.81	\$ 28.12	\$ 30.32	\$ 31.55	\$ 32.73	\$ 33.69	\$ 34.72	\$ 35.74
Eight - 40 Night	\$ 29.24	\$ 30.54	\$ 32.04	\$ 34.61	\$ 35.93	\$ 37.26	\$ 38.37	\$ 39.54	\$ 40.71
Ten-40 Day	\$ 23.33	\$ 24.37	\$ 25.56	\$ 27.57	\$ 28.69	\$ 29.75	\$ 30.63	\$ 31.55	\$ 32.49
Ten - 40 Night	\$ 26.58	\$ 27.76	\$ 29.12	\$ 31.45	\$ 32.66	\$ 33.87	\$ 34.87	\$ 35.94	\$ 37.01
Twelve Forty-two Day	\$ 20.95	\$ 21.88	\$ 22.95	\$ 24.75	\$ 25.76	\$ 26.71	\$ 27.50	\$ 28.34	\$ 29.17
Twelve forty-two Midnight	\$ 23.87	\$ 24.93	\$ 26.15	\$ 28.25	\$ 29.34	\$ 30.41	\$ 31.32	\$ 32.27	\$ 33.23

EMT									
<b>3.0%</b>	<b>INCREASE</b>								

The following wage scale is effective at the beginning of the first pay period following April 1, 2019.

Shift Type	Step 1 0-1 yr	Step 2 1-2 yrs	Step 3 2-3 yrs	Step 4 3-4 yrs	Step 5 4-5 yrs	Step 6 5-7 yrs	Step 7 7-9 yrs	Step 8 9-10 yrs	Step 9 10+ yrs
Eight-40 Day	\$ 26.44	\$ 27.61	\$ 28.97	\$ 31.23	\$ 32.50	\$ 33.71	\$ 34.70	\$ 35.76	\$ 36.81
Eight - 40 Night	\$ 30.12	\$ 31.45	\$ 33.00	\$ 35.64	\$ 37.01	\$ 38.38	\$ 39.52	\$ 40.72	\$ 41.93
Ten-40 Day	\$ 24.03	\$ 25.10	\$ 26.33	\$ 28.39	\$ 29.55	\$ 30.64	\$ 31.55	\$ 32.50	\$ 33.46
Ten - 40 Night	\$ 27.38	\$ 28.60	\$ 29.99	\$ 32.40	\$ 33.64	\$ 34.89	\$ 35.92	\$ 37.02	\$ 38.12
Twelve Forty-two Day	\$ 21.58	\$ 22.54	\$ 23.64	\$ 25.49	\$ 26.53	\$ 27.51	\$ 28.33	\$ 29.19	\$ 30.04
Twelve forty-two Midnight	\$ 24.58	\$ 25.67	\$ 26.93	\$ 29.09	\$ 30.22	\$ 31.32	\$ 32.26	\$ 33.24	\$ 34.23

EMT									
<b>3.0%</b>	<b>INCREASE</b>								

The following wage scale is effective at the beginning of the first pay period following April 1, 2020.

Shift Type	Step 1 0-1 yr	Step 2 1-2 yrs	Step 3 2-3 yrs	Step 4 3-4 yrs	Step 5 4-5 yrs	Step 6 5-7 yrs	Step 7 7-9 yrs	Step 8 9-10 yrs	Step 9 10+ yrs
Eight-40 Day	\$ 27.23	\$ 28.44	\$ 29.84	\$ 32.17	\$ 33.48	\$ 34.72	\$ 35.74	\$ 36.83	\$ 37.91
Eight - 40 Night	\$ 31.02	\$ 32.40	\$ 33.99	\$ 36.71	\$ 38.12	\$ 39.53	\$ 40.70	\$ 41.95	\$ 43.19
Ten-40 Day	\$ 24.76	\$ 25.86	\$ 27.12	\$ 29.25	\$ 30.43	\$ 31.56	\$ 32.50	\$ 33.48	\$ 34.47
Ten - 40 Night	\$ 28.20	\$ 29.45	\$ 30.89	\$ 33.37	\$ 34.65	\$ 35.93	\$ 37.00	\$ 38.13	\$ 39.26
Twelve Forty-two Day	\$ 22.22	\$ 23.21	\$ 24.35	\$ 26.25	\$ 27.32	\$ 28.34	\$ 29.18	\$ 30.07	\$ 30.94
Twelve forty-two Midnight	\$ 25.32	\$ 26.45	\$ 27.74	\$ 29.97	\$ 31.12	\$ 32.26	\$ 33.23	\$ 34.24	\$ 35.25

EMT									
<b>3.0%</b>	<b>INCREASE</b>								

The following wage scale is effective at the beginning of the first pay period following April 1, 2021.

Shift Type	Step 1 0-1 yr	Step 2 1-2 yrs	Step 3 2-3 yrs	Step 4 3-4 yrs	Step 5 4-5 yrs	Step 6 5-7 yrs	Step 7 7-9 yrs	Step 8 9-10 yrs	Step 9 10+ yrs
Eight-40 Day	\$ 28.05	\$ 29.29	\$ 30.73	\$ 33.13	\$ 34.48	\$ 35.76	\$ 36.82	\$ 37.94	\$ 39.05
Eight - 40 Night	\$ 31.95	\$ 33.37	\$ 35.01	\$ 37.82	\$ 39.26	\$ 40.72	\$ 41.92	\$ 43.20	\$ 44.48
Ten-40 Day	\$ 25.50	\$ 26.63	\$ 27.93	\$ 30.12	\$ 31.35	\$ 32.51	\$ 33.47	\$ 34.48	\$ 35.50
Ten - 40 Night	\$ 29.05	\$ 30.34	\$ 31.82	\$ 34.37	\$ 35.69	\$ 37.01	\$ 38.11	\$ 39.27	\$ 40.44
Twelve Forty-two Day	\$ 22.89	\$ 23.91	\$ 25.08	\$ 27.04	\$ 28.14	\$ 29.19	\$ 30.05	\$ 30.97	\$ 31.87
Twelve forty-two Midnight	\$ 26.08	\$ 27.24	\$ 28.57	\$ 30.87	\$ 32.06	\$ 33.23	\$ 34.22	\$ 35.27	\$ 36.31

**3.0%****INCREASE**

The following wage scale is effective at the beginning of the first pay period following April 1, 2022.

Shift Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	0-1 yr	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5-7 yrs	7-9 yrs	9-10 yrs	10+ yrs
Eight-40 Day	\$ 28.89	\$ 30.17	\$ 31.65	\$ 34.13	\$ 35.51	\$ 36.84	\$ 37.92	\$ 39.08	\$ 40.22
Eight - 40 Night	\$ 32.91	\$ 34.37	\$ 36.06	\$ 38.95	\$ 40.44	\$ 41.94	\$ 43.18	\$ 44.50	\$ 45.82
Ten-40 Day	\$ 26.26	\$ 27.43	\$ 28.77	\$ 31.03	\$ 32.29	\$ 33.48	\$ 34.47	\$ 35.51	\$ 36.57
Ten - 40 Night	\$ 29.92	\$ 31.25	\$ 32.77	\$ 35.40	\$ 36.76	\$ 38.12	\$ 39.25	\$ 40.45	\$ 41.66
Twelve Forty-two Day	\$ 23.58	\$ 24.63	\$ 25.83	\$ 27.85	\$ 28.99	\$ 30.06	\$ 30.96	\$ 31.90	\$ 32.83
Twelve forty-two Midnight	\$ 26.86	\$ 28.06	\$ 29.43	\$ 31.79	\$ 33.02	\$ 34.23	\$ 35.25	\$ 36.32	\$ 37.40

**PARAMEDIC**

The following wage scale is effective at the beginning of the first pay period following October 1, 2018.

Shift Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	0-1 yr	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5-6 yrs	6-7 yrs	7+ Yrs
Eight - 40	\$ 34.91	\$ 36.64	\$ 38.55	\$ 40.44	\$ 42.63	\$ 44.79	\$ 46.87	\$ 49.01
Ten- 40	\$ 31.74	\$ 33.31	\$ 35.05	\$ 36.76	\$ 38.76	\$ 40.71	\$ 42.61	\$ 44.56
Twelve Forty-two	\$ 28.50	\$ 29.91	\$ 31.47	\$ 33.01	\$ 34.80	\$ 36.56	\$ 38.26	\$ 40.01

**PARAMEDIC****3.0%**

INCREASE

The following wage scale is effective at the beginning of the first pay period following April 1, 2019.

Shift Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	0-1 yr	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5-6 yrs	6-7 yrs	7+ Yrs
Eight - 40	\$ 35.96	\$ 37.74	\$ 39.71	\$ 41.66	\$ 43.91	\$ 46.13	\$ 48.28	\$ 50.48
Ten- 40	\$ 32.69	\$ 34.31	\$ 36.10	\$ 37.87	\$ 39.92	\$ 41.93	\$ 43.89	\$ 45.90
Twelve Forty-two	\$ 29.36	\$ 30.81	\$ 32.42	\$ 34.00	\$ 35.85	\$ 37.66	\$ 39.41	\$ 41.21

**PARAMEDIC****3.0%**

INCREASE

The following wage scale is effective at the beginning of the first pay period following April 1, 2020.

Shift Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	0-1 yr	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5-6 yrs	6-7 yrs	7+ Yrs
Eight - 40	\$ 37.04	\$ 38.87	\$ 40.90	\$ 42.91	\$ 45.23	\$ 47.52	\$ 49.73	\$ 52.00
Ten- 40	\$ 33.67	\$ 35.34	\$ 37.18	\$ 39.00	\$ 41.12	\$ 43.19	\$ 45.21	\$ 47.28
Twelve Forty-two	\$ 30.24	\$ 31.73	\$ 33.39	\$ 35.02	\$ 36.92	\$ 38.79	\$ 40.59	\$ 42.45

**PARAMEDIC****3.0%**

INCREASE

The following wage scale is effective at the beginning of the first pay period following April 1, 2021.

Shift Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	0-1 yr	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5-6 yrs	6-7 yrs	7+ Yrs
Eight - 40	\$ 38.15	\$ 40.04	\$ 42.13	\$ 44.19	\$ 46.58	\$ 48.94	\$ 51.22	\$ 53.56
Ten- 40	\$ 34.68	\$ 36.40	\$ 38.30	\$ 40.17	\$ 42.35	\$ 44.48	\$ 46.56	\$ 48.69
Twelve Forty-two	\$ 31.15	\$ 32.68	\$ 34.39	\$ 36.07	\$ 38.03	\$ 39.95	\$ 41.81	\$ 43.72

<b>PARAMEDIC</b>									
<b>3.0%</b>	<b>INCREASE</b>								

The following wage scale is effective at the beginning of the first pay period following April 1, 2022.

Shift Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	0-1 yr	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5-6 yrs	6-7 yrs	7+ Yrs
Eight - 40	\$ 39.30	\$ 41.24	\$ 43.39	\$ 45.52	\$ 47.98	\$ 50.41	\$ 52.76	\$ 55.16
Ten- 40	\$ 35.72	\$ 37.49	\$ 39.45	\$ 41.38	\$ 43.62	\$ 45.82	\$ 47.96	\$ 50.16
Twelve Forty-two	\$ 32.08	\$ 33.66	\$ 35.42	\$ 37.16	\$ 39.17	\$ 41.15	\$ 43.07	\$ 45.03

**MECHANIC****3.0%**

The following wage scale is effective at the beginning of the first pay period following October 1, 2018.

Shift Type	Step 1 0-5 yr	Step 2 5-10 yrs	Step 3 10+ yrs
Eight - 40	\$ 32.00	\$34.00	\$36.00

**MECHANIC****3.0%** INCREASE

The following wage scale is effective at the beginning of the first pay period following April 1, 2019.

Shift Type	Step 1 0-5 yr	Step 2 5-10 yrs	Step 3 10+ yrs
Eight - 40	\$ 33.00	\$35.00	\$37.00

**MECHANIC****3.0%** INCREASE

The following wage scale is effective at the beginning of the first pay period following April 1, 2020.

Shift Type	Step 1 0-5 yr	Step 2 5-10 yrs	Step 3 10+ yrs
Eight - 40	\$ 34.00	\$ 35.00	\$ 38.00

**MECHANIC****3.0%** INCREASE

The following wage scale is effective at the beginning of the first pay period following April 1, 2021.

Shift Type	Step 1 0-5 yr	Step 2 5-10 yrs	Step 3 10+ yrs
Eight - 40	\$ 35.00	\$36.00	\$39.00

**MECHANIC****3.0%** INCREASE

The following wage scale is effective at the beginning of the first pay period following April 1, 2022.

Shift Type	Step 1 0-2 yr	Step 2 2-4 yrs	Step 3 4+ yrs
Eight - 40	\$ 36.05	\$37.08	\$40.17

<b>SCHEDULER</b>									
<b>INCREASE</b>									

The following wage scale is effective at the beginning of the first pay period following October 1, 2018.

Shift Type	Step 1	Step 2	Step 3	Step 4
	0-3 yrs	3-6 yrs	6-9 yrs	10+ yrs
Eight-40	\$ 24.75	\$ 25.99	\$ 27.29	\$ 28.65

<b>SCHEDULER</b>									
<b>3.0% INCREASE</b>									

The following wage scale is effective at the beginning of the first pay period following April 1, 2019.

Shift Type	Step 1	Step 2	Step 3	Step 4
	0-3 yrs	3-6 yrs	6-9 yrs	10+ yrs
Eight-40	\$ 25.49	\$ 26.76	\$ 28.10	\$ 29.51

<b>SCHEDULER</b>									
<b>3.0% INCREASE</b>									

The following wage scale is effective at the beginning of the first pay period following April 1, 2020.

Shift Type	Step 1	Step 2	Step 3	Step 4
	0-3 yrs	3-6 yrs	6-9 yrs	10+ yrs
Eight-40	\$ 26.25	\$ 27.56	\$ 28.94	\$ 30.39

<b>SCHEDULER</b>									
<b>3.0% INCREASE</b>									

The following wage scale is effective at the beginning of the first pay period following April 1, 2021.

Shift Type	Step 1	Step 2	Step 3	Step 4
	0-3 yrs	3-6 yrs	6-9 yrs	10+ yrs
Eight-40	\$ 27.04	\$ 28.39	\$ 29.81	\$ 31.30

<b>SCHEDULER</b>									
<b>3.0% INCREASE</b>									

The following wage scale is effective at the beginning of the first pay period following April 1, 2022.

Shift Type	Step 1	Step 2	Step 3	Step 4
	0-3 yrs	3-6 yrs	6-9 yrs	10+ yrs
Eight-40	\$ 27.85	\$ 29.24	\$ 30.71	\$ 32.24

**SUPPLY TECHS**

The following wage scale is effective at the beginning of the first pay period following October 1, 2018.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-1 yr	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5-7 yrs	7 + yrs
Twelve-Forty Two	\$ 20.39	\$ 21.02	\$ 21.64	\$ 22.27	\$ 22.94	\$ 23.61	\$ 24.34

**SUPPLY TECHS****3.0%****INCREASE**

The following wage scale is effective at the beginning of the first pay period following April 1, 2019.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-1 yr	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5-7 yrs	7 + yrs
Twelve-Forty Two	\$ 21.00	\$ 21.65	\$ 22.29	\$ 22.93	\$ 23.63	\$ 24.32	\$ 25.07

**SUPPLY TECHS****3.0%****INCREASE**

The following wage scale is effective at the beginning of the first pay period following April 1, 2020.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-1 yr	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5-7 yrs	7 + yrs
Twelve-Forty Two	\$ 21.63	\$ 22.30	\$ 22.96	\$ 23.62	\$ 24.34	\$ 25.05	\$ 25.82

**SUPPLY TECHS****3.0%****INCREASE**

The following wage scale is effective at the beginning of the first pay period following April 1, 2021.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-1 yr	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5-7 yrs	7 + yrs
Twelve-Forty Two	\$ 22.28	\$ 22.97	\$ 23.65	\$ 24.33	\$ 25.07	\$ 25.80	\$ 26.60

**SUPPLY TECHS****3.0%****INCREASE**

The following wage scale is effective at the beginning of the first pay period following April 1, 2022.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-1 yr	1-2 yrs	2-3 yrs	3-4 yrs	4-5 yrs	5-7 yrs	7 + yrs
Twelve-Forty Two	\$ 22.94	\$ 23.66	\$ 24.36	\$ 25.06	\$ 25.82	\$ 26.58	\$ 27.40

**APPENDIX D**  
**CISM Manual**



**RURAL/METRO**

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**Santa Clara County**

**Rural / Metro**

**CISM TEAM**

**Manual**



# RURAL/METRO

People taking care of people...Together we can do anything!

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# RURAL/METRO

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## Mission Statement

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To promote good mental health and function, by managing work Stress.

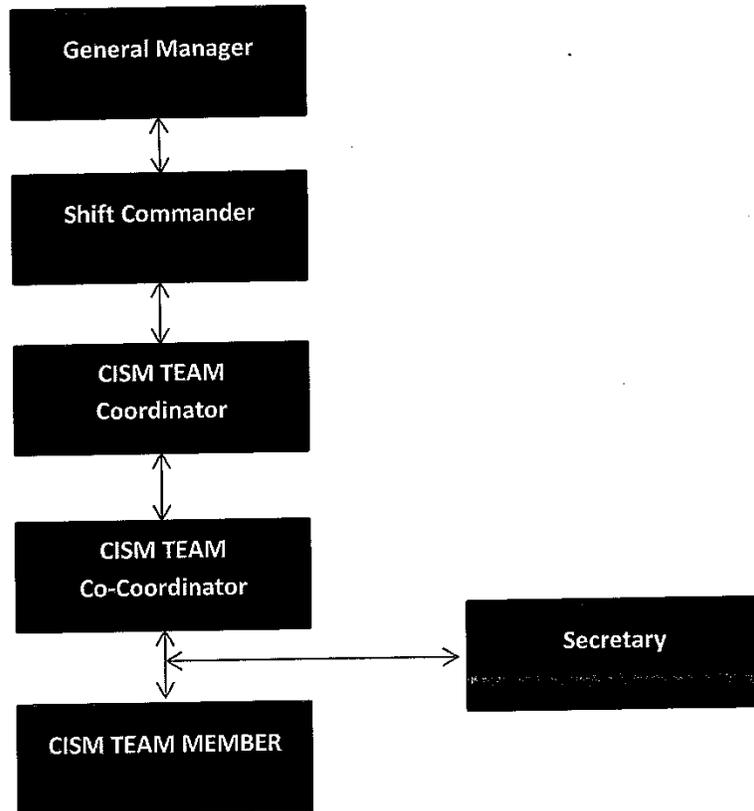
*When you don't think anyone is listening, we are!*



# RURAL/METRO

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## Organizational Chart





## **Is and Objectives of the CISM Team**

Lessen the emotional impact on personnel exposed to a Critical Event.

Accelerate recovery from stress resulting from the Critical Event.

Provide an atmosphere of concern and caring within the organization.

## **Team Member Requirements**

- Maintain a 50% attendance rate of CISM Team meetings.
- Have one year of EMS experience or qualified mental health experience.
- Be able to complete a 16 hour Basic CISM course.
- An ability to be a compassionate listener.
- No disciplinary actions greater than a DVC or written for attendance.
- Be able to maintain employee confidentiality.
- Motivated to assist fellow employees and responders.



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## Expectations of Team Membership

- Attend 50% of general CISM Team meetings
- Be available and willing to respond to CISM activations on short notice.
- Perform CISM Team duties without bias and opinion.
- Maintain a neutral mindset while performing CISM duties.
- All interaction and contacts will be confidential unless circumstances reveal immediate action is necessary to intervene on behalf of the crew member.
- If a crew member is sent home, a CISM member must have a face to face interaction with the involved personnel.
- A CISM Team member must follow up with effected crew members at least two days after contact.
- Any CISM Team members who would like to be removed from the CISM Team must give at least one week notice and complete an exit interview with team coordinator.
- CISM contacts must be reported to CISM team leaders to ensure follow up and tracking.



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## **Critical Incident Monitoring and Notifications**

The CISM team may be activated directly and indirectly through the combined efforts of all Rural / Metro personal.

All personnel should have an awareness of events which could trigger Critical Incident Stress and have an understanding of how to access the CISM Team for assistance.

System surveillance of events which could trigger a Critical Incident Stress response may be handled jointly by System Status Controllers, Field Supervisors, CISM Team Members, Management and Field Personnel. After identifying a potential Critical Incident Event the On-Duty Shift Commander should be notified. The On-Duty Shift Commander will then take appropriate action based on the scope of the event.

Critical Incident Stress Events may include but is not limited the following:

- Line of duty deaths
- Suicide of a colleague
- Serious work related injury
- Multi-casualty / disaster / terrorism incidents
- Events with a high degree of threat to the personnel
- Significant events involving children
- Events in which the victim is known to the personnel
- Events with excessive media interest



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- Events that are prolonged and end with a negative outcome
- Any significantly powerful, overwhelming distressing work related event that directly affects the employee in performing their job duties.

## **Team Activation**

- All reports of a possible Critical Incident should be directly to the On-Duty Shift Commander or CISM team member. CISM Team must ensure the On-Duty Shift Commander is notified.
- Effectuated employees may contact the Shift Commander or CISM Team members directly.
- Shift Commander will facilitate access to CISM services for employees requesting contact with the CISM team.
- The Shift Commander or CISM Team member will contact any employee involved in a Critical Incident and ensure their safety and assess the need for CISM services.
- Depending on the size and scope of the event the Shift Commander will have to determine if the situation requires a defusing or a debriefing.
- For incidents involving multiple agencies, the Shift Commander will facilitate inter-agency collaboration with CISM debriefings or defusing.



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- For significant events or if the situation requires a debriefing the Shift Commander should consult with the CISM Team Coordinator for assistance and or follow up care.
- For simple defusing the Shift Commander or CISM Coordinator can make arrangements with on-duty CISM Team members to provide CISM services.
- If no on-duty personnel are located the Shift Commander should contact the CISM Team Coordinator for assistance in locating personnel to respond.
- CISM Team members will be picked to respond based on availability and employee preference.
- Any defusing or debriefings performed should be reported to CISM Team Coordinator for follow up services as needed.
- Any time there is a Critical Incident where an employee is refusing CISM services the CISM Team Coordinator should be notified in order to check in with the employee at a later time.
- All defusing or debriefings should include instructions on how to access our EAP provider and the CISM Team.



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## CISM Leave

- Employees may be sent home for CISM related issues.
- No employee can be placed on CISM leave without a face to face assessment by a CISM Team member.
- If an employee is placed on CSIM Leave the On-Duty Field Supervisor must be notified.
- CISM team members cannot place themselves on CISM leave.
- Any employee placed on CISM leave will be paid for the remainder of their shift, any subsequent shifts will be paid must be approved by the General Manager in coordination with CISM Coordinator. For any additional time, not paid, the employee may use their PTO at their discretion without incurring an occurrence.
- Any employees placed on CISM leave will require a follow up call to check on their status.



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## **Confidentiality**

- Employee Confidentiality is a core tenant of the CISM program.
- Any CISM Team Member who breaches the confidentiality of an employee who sought CISM services will be dismissed from the CISM Team.
- CISM Team members may consult with Team Coordinators and Shift Commanders when further assistance is required without violating employee confidentiality.
- CISM Team members are required to report instances where there may be a danger to the employee or others.

APPENDIX E



# AMR SUBSTANCE ABUSE PREVENTION POLICY

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## BACKGROUND

American Medical Response (AMR) recognizes that alcohol and substance abuse can create a hazard both for the user and for those persons who come in contact with the user. While each employee is ultimately responsible for his or her own safety and health, AMR recognizes its parallel responsibilities to provide as safe a workplace as possible and to comply with all applicable laws and regulations.

## PURPOSE

The purpose of the *AMR Substance Abuse Prevention Policy* is to outline a comprehensive prevention and response system that will reduce the likelihood of substance abuse by employees, thereby supporting AMR's Risk Management Program and creating a safer environment for employees, patients and the general public.

## APPLIES TO

This policy applies to all AMR employees.

## ENFORCEABILITY

Violation of any element in this policy will result in corrective action, up to and including termination. Items flagged with a \* symbol involve both a high likelihood of mishap / injury and require primarily a choice, not a skill, in order to comply. Violation of such \* items will trigger accelerated corrective action, up to and including termination for the first infraction.

Employees are required to familiarize themselves with these expectations. To obtain further information about substance abuse prevention, please contact your supervisor or the Human Resources Department.

### 1.0 It is the policy of AMR to:

- 1.1 Expressly prohibit the unlawful use, possession, manufacture, distribution, dispensation, or sale of alcohol and controlled substances or illicit drug paraphernalia by its employees at all times. In addition to termination, AMR may report these activities to local law enforcement or other regulating agencies.
- 1.2 Require AMR employees to be fit for duty while performing services on behalf of the company and to perform all assigned duties without the presence of illegal drugs, alcohol or inappropriate legal drugs in their systems.
- 1.3 Test any employee for alcohol and controlled substances as outlined in this policy.
- 1.4 Whenever necessary, 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, any property where services on behalf of AMR are being performed, AMR owned or leased equipment, privately owned vehicles while on AMR owned or leased property, parking lots, lockers, desks, equipment, work spaces, and storage facilities.

## **PROCEDURES**

### 2.0 Standards of Employee Conduct

- 2.1 Employees should refrain from alcohol consumption for at least 8 hours prior to the start of any work shift.
- 2.2 \* AMR employees shall not consume alcohol if any of the following situational factors apply:
  - (a) On-duty
  - (b) On-call
  - (c) In AMR uniform, even if "off-duty"

- 2.3 AMR employees may be exempt from the alcohol related provisions of this policy for a specific meeting or company function where alcohol consumption is permitted by AMR management.
- (a) Alcohol related exemptions shall not apply to any employee that:
- (1) Is expected to remain ready to respond to emergency calls, provide patient care, or provide clinical guidance to on-duty employees [e.g. field employees or field supervisors who are on-duty or on-call].
  - (2) Drives an AMR vehicle to or from the meeting / company function
  - (3) Is in AMR uniform, regardless of duty status
- 2.4 \* AMR employees are prohibited from unlawful use, possession, manufacture, distribution, dispensation, or sale of controlled substances or illicit drug paraphernalia.
- 2.5 If taking a prescribed or over-the-counter drug, employees must immediately report to their supervisor if the use of the drug may alter the employee's behavioral alertness or mental ability and / or may interfere with the employee's ability to perform their normal job duties in a safe and competent manner.
- (a) The company may require the employee to provide a written letter of explanation from their physician that indicates knowledge of the employee's work, sufficient awareness of the hazards associated with the work, and professionally reasoned confidence that the prescribed medication will not create unreasonable risk for the employee, coworkers, patients, or the community.
- (b) Employees are not to take prescription drugs unless they are issued to them by a physician. Therefore, any prescribed drugs taken while on duty must be in the original container and be clearly marked with the employee's name on the prescription label.
- (c) Employees are not to knowingly misuse or abuse over-the-counter or prescription medications.
- 2.6 Employees must notify their supervisor immediately if they are arrested or convicted under any criminal statute associated with drugs or alcohol.

### 3.0 Drug and Alcohol Screening

- 3.1 AMR locations that do not have a saliva-based screening process available should proceed directly to drug and alcohol testing if indicated by Section 5.0 of this policy.
- 3.2 Where available, saliva-based drug and alcohol screening may be used to "rule-out" the presence of alcohol or controlled substances in an employee's system. In such cases, an HR-approved procedure or checklist should be used to govern the key steps of the screening process, including but not limited to:
- (a) Ensuring appropriate steps are taken to document the reason for administering the screen
  - (b) Providing for a witness while the screen is administered
  - (c) What to do if the saliva-based screen indicates "non-conclusive" or similar findings that suggest the need to utilize a drug and alcohol test.
- 3.3 No AMR location or department is obligated to make saliva-based screening available to employees.

- 3.4 Saliva-based screening is not to be used as the basis for taking corrective action. Rather, it may be used only to determine whether to proceed with a drug and alcohol test.
- 3.5 Screening results that indicate “non-conclusive” [or equivalent] shall trigger quantified drug and alcohol testing as described elsewhere in this policy.
- 3.6 Regardless of saliva-based screening results or an employee’s refusal to participate in a drug or alcohol screen, AMR reserves the right to require an employee to undergo a drug or alcohol test.

#### 4.0 Pre-Employment Drug Testing

- 4.1 Individuals that receive a job offer from AMR must complete a post-offer / pre-placement drug test that is administered by an AMR-designated provider. AMR’s Human Resources Department should provide guidance to employment candidates regarding HR-designated test locations, documentation and process requirements.
- 4.2 Saliva-based screening is not permitted for use in lieu of the drug test required by this section.
- 4.3 Employment candidates that refuse to undergo a drug test, or who fail the test, are not eligible for hire.

#### 5.0 Drug and Alcohol Screening / Testing—Current Employees

##### 5.1 Reasonable suspicion criteria

- (a) AMR management may initiate a reasonable suspicion drug and alcohol screen or test for any employee who exhibits physical, behavioral, or performance indicators of possible drug or alcohol use.
- (b) Prior to initiating a reasonable suspicion drug and alcohol screen or test, Supervisors should consult with the AMR Human Resources Department and other appropriate resources as necessary.
- (c) The investigating Supervisor should clearly document the physical, behavioral or performance indicators of possible drug or alcohol use that formed the basis of their reasonable suspicion. This information, along with any other investigation work products, should be forwarded to Human Resources for review.

##### 5.2 For cause criteria

###### (a) Post-incident

- (1) All collisions involving an AMR vehicle where one or more persons are transported by ambulance or any vehicle must be towed from the scene
- (2) More than 2 workers’ compensation claims that involve treatment in a 12 month period
- (3) Discovery of an open container of alcohol, controlled substances or drug paraphernalia in an employee’s possession while at work, in the employee’s work area, or in any area the employee had access to
- (4) Missing or altered controlled substances to which the employee had access
- (5) More than one customer complaint of missing medications in a 36 month period

(6) Arrest or conviction for violation of a criminal drug statute

(7) Alleged felony activity while on duty

### 5.3 Return to duty testing criteria

(a) Employees that meet the condition of Section 9.2 of this policy are required to successfully pass a return to duty alcohol test before resuming duty.

(b) Employees that proactively self-disclose a drug or alcohol problem to the company are required to take a return to duty drug and alcohol test before returning to duty. See also Section 5.4 below.

### 5.4 Follow-up testing criteria

(a) Employees that proactively self-disclose a drug or alcohol problem to the Company or who meet the condition of Section 9.2 of this policy will be required to participate in a follow-up [unannounced / random] testing regimen that is designed or approved by the Company.

### 5.5 Random testing criteria

(a) Excepting those covered by a last-chance agreement, as outlined in Section 12.2 of this policy, random drug and alcohol testing may not be done unless a separate written program is established by the AMR Human Resources Department.

## 6.0 Drug and Alcohol Test Process

6.1 Given the inability to determine the presence or type of substance(s) that might be in an employee's system without conducting an appropriate test, alcohol testing must be done in conjunction with controlled substance testing and vice versa. Using only one or the other test is not permitted—both must be used.

6.2 \* If the employee refuses to submit to a drug and alcohol test or refuses to sign a chain of custody form or any other documentation associated with this policy or the drug or alcohol testing process, he/she will be terminated.

6.3 \* Employees shall not take any deliberate action to mask the signs of alcohol or controlled substance use or to elude detection of having alcohol or controlled substances in their system.

6.4 \* Employees shall not switch or adulterate a drug or alcohol test specimen. This action shall result in termination.

6.5 \* Upon being notified by the Company of the need to submit to a drug and alcohol test, employees must immediately report to the test collection site as directed by the investigating supervisor. Failure to do so may result in termination.

6.6 AMR management should provide or arrange safe transportation for the employee upon request, or upon management suspicion that an employee may be unable to safely operate a vehicle.

6.7 An employee required to undergo an alcohol and drug test based on "reasonable suspicion" should be placed on unpaid administrative leave until the test results are received. Employees required to undergo a drug and alcohol test based solely on the basis of meeting the "for cause" criteria specified in

Section 5.2 of this policy [i.e. no reasonable suspicion factors evident] do not normally need to be placed on administrative leave. Consult the Human Resources Department as needed in this regard.

- 6.8 All documentation associated with the administration of this policy will be maintained by the AMR Human Resources Department and will be treated as confidential.

#### 7.0 Drug and Alcohol Test Methods

- 7.1 As established in Section 3.0 of this policy, AMR may elect to utilize a saliva-based drug and alcohol screening to help determine whether administering a quantified drug and alcohol test is indicated.
- 7.2 AMR controlled substance testing detects opiates, marijuana, phencyclidine (PCP), amphetamines, cocaine, cocaine & marijuana metabolites, benzodiazepines, barbiturates, methadone, propoxyphene and may test for any other substances identified in Schedules I-V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812). Controlled substance testing will be performed with split urine samples by a HHS-certified laboratory under the National Laboratory Certification Program (NLCP).
- (a) An initial screen by immunoassay (e.g. EMIT) and confirmation test using Gas Chromatography/Mass Spectrometry will be conducted.
  - (b) In addition to the interpretation, test sites should be asked to provide quantified results.
- 7.3 Alcohol testing may be conducted by breathalyzer, urinalysis, or blood. If the initial test indicates the presence of alcohol, a confirmation test will be done within fifteen minutes. Confirmation testing may be by breathalyzer, blood testing or any other evidentiary means for testing alcohol.

#### 8.0 Confirmation of Test Results

- 8.1 AMR will designate a Medical Review Officer (“MRO”) who shall be a licensed physician with knowledge of drug and alcohol abuse disorders. The MRO shall perform the following functions:
- (a) Review and interpret each confirmed positive test result to determine if there is an alternative medical explanation for the result. The MRO should:
    - (1) Conduct a medical interview with the individual tested.
    - (2) Review the individual’s medical history and any relevant biomedical factors.
    - (3) Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from a legally prescribed medication.
    - (4) If necessary, require that the original specimen be reanalyzed to determine the accuracy of the reported test result.
    - (5) Verify that the laboratory report and assessment are correct.
- 8.2 The MRO review of confirmed positive test results shall conclude with one of the following determinations:
- (a) There is a legitimate medical explanation for the confirmed positive test result other than unauthorized use of a controlled substance. This shall be reported to AMR as a negative test and shall be recorded in the employee’s medical file.

- (b) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action. This shall be reported to AMR as a negative test and shall be recorded in the employee's medical file.
- (c) The MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a controlled substance or alcohol. This shall be reported to AMR as a positive test and shall be recorded in the employee's medical file.

## 9.0 Alcohol Test Failure Criteria and Consequences

- 9.1 < 0.02: No action based on alcohol concentration.
- 9.2  $\geq 0.02$  and  $\leq 0.039$ : Removal from duty, mandatory EAP referral, mandatory final written warning, at least a one (1) shift unpaid suspension, mandatory return to work test, mandatory / signed last chance agreement that includes [but is not limited to] mandatory participation in a follow-up testing program designed or approved by AMR. This option may be used only once during an employee's work experience(s) with AMR.
- 9.3  $\geq 0.04$ : Termination.

## 10.0 Drug Test Failure Criteria and Consequences

- 10.1 Any detectable presence of controlled substances, controlled substance metabolites, or controlled substance test adulterants will result in termination.

## 11.0 Employee Assistance Program

- 11.1 AMR supports early intervention and treatment for employees faced with alcohol or controlled substance related problems by providing an Employee Assistance Program (EAP). Employees with alcohol and /or substance abuse problems are strongly encouraged to voluntarily and proactively utilize the EAP service. For current information about this service, employees should contact their supervisor or the AMR Human Resources Department.

## 12.0 Self-Disclosure of a Drug or Alcohol Problem

- 12.1 Employees are strongly encouraged to proactively inform their supervisor or a Human Resources Department staff member if they have an alcohol or a controlled substance abuse problem. If notified, the Company should carry out an investigation into the matter. The investigation may include requiring the employee to take an alcohol and / or controlled substances test.
- 12.2 If the investigation shows the employee's disclosure was made proactively [i.e. before being requested by the Company to submit to drug or alcohol testing and before an incident occurs that could reasonably lead to such request], the employee may be permitted, in lieu of termination, to enter into a written "Last-chance agreement" between the employee and the Company.
  - (a) As part of the last-chance agreement, the employee may be required to take an unpaid leave of absence in order to complete appropriate treatment for alcohol and / or controlled substance abuse.

- (b) Before becoming eligible to return to duty, employees participating in a last-chance agreement must agree to and fully comply with all requirements established by the Company, the local EMS Agency, and the EMS Agency Medical Director.
- (c) Failure to sign the last-chance agreement or failure to fully comply with the terms therein shall be grounds for termination.

12.3 Self-disclosure of an alcohol or substance abuse problem that is deemed to be reactive in nature [i.e. after being requested by the Company to submit to drug or alcohol testing or after an incident occurs that could reasonably lead to such request] will have no effect. If a drug or alcohol test reveals a failed result, the employee will be subject to the corrective actions specified in Sections 9.0 and 10.0 of this policy.

### 13.0 Education and Training

13.1 AMR has implemented a Drug Free Awareness Program to educate employees and their families on alcohol and substance abuse issues. The Program includes information about:

- (a) The AMR Substance Abuse Prevention Policy.
- (b) The dangers of alcohol and drug abuse.
- (c) The availability of confidential treatment and counseling through AMR's EAP
- (d) The consequences of violating this policy.

### 14.0 Exceptions

14.1 Any exception(s) to this policy must be approved by the National VP of Human Resources and the National VP of Safety and Risk Management, in writing, and in advance of any such exception(s) being taken