

# **AGREEMENT**

**-between-**

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



**and**

**AMERICAN MEDICAL RESPONSE (AMR) WEST  
RIVERSIDE DIVISION**



**Effective: January 1, 2019**

**Expires: December 31, 2022**

**Ratified: July 10, 2019**

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Table of Contents

**ARTICLE 1 – RECOGNITION** ..... 8

**Section 1.01 - Scope of Agreement**..... 8

**Section 1.02 - Full-Time Employee Defined**..... 8

**Section 1.03 - Part-Time Employee Defined** ..... 8

**Section 1.04 - Out of Class Assignments** ..... 9

**ARTICLE 2 - WORK HOURS AND SHIFT BIDDING**..... 10

**Section 2.01 - Reporting for Work** ..... 10

**Section 2.02 - Work Schedules**..... 10

**Section 2.03 - Meal Periods** ..... 10

**Section 2.04 - Sleep Time**..... 11

**Section 2.05 - Rotation of Available Hour/Shifts**..... 11

**Section 2.06 - Employee Initiated Shift Trades and Give-Aways** ..... 12

**Section 2.07 - Shift Bidding** ..... 13

**Section 2.08 - Partner Bidding** ..... 14

**Section 2.09 - FTO/Preceptor Shift Bidding**..... 14

**Section 2.10 - Special Assignment Bidding** ..... 14

**Section 2.11 - Inexperienced Employee Bid Exception**..... 14

**Section 2.12 - Administrative Moves and Employee Requested Transfers** ..... 14

**Section 2.13 - End of Shift** ..... 14

**ARTICLE 3 - WAGES** ..... 16

**Section 3.01 - Pay Periods/Pay Days**..... 16

**Section 3.02 - Wages** ..... 16

**Section 3.03 - Minimum Wage Change**..... 17

**Section 3.04 - Prior Experience**..... 17

**Section 3.05 - Pay for Non-Shift Hours** ..... 17

**Section 3.06 - Movement from EMT to Paramedic Wage Scale**..... 17

**Section 3.07 - Field Training Officers** ..... 17

**Section 3.08 - Overtime**..... 18

**Section 3.09 - Holdover**..... 18

**Section 3.10 - Call-Back and Reporting Pay**..... 19

**Section 3.11 – No Guarantee of Hours Worked** ..... 19

**ARTICLE 4 – BENEFITS**..... 20

**Section 4.01 - Insurance Benefits** ..... 20

<b>Section 4.02 - Health Insurance</b> .....	20
<b>Section 4.03 – Health Care Savings Account</b> .....	20
<b>Section 4.04 - Dental Insurance</b> .....	21
<b>Section 4.05 - Optical Insurance</b> .....	21
<b>Section 4.06 - Long Term Disability Insurance</b> .....	21
<b>Section 4.07 - Group Term Life and Supplemental Life</b> .....	21
<b>Section 4.08 - Accidental Death and Dismemberment Insurance (AD&amp;D)</b> .....	22
<b>Section 4.09 - Employee Assistance Program (“EAP”)</b> .....	22
<b>Section 4.10 - Flexible Spending Accounts</b> .....	23
<b>Section 4.11 - 401(k) Plan</b> .....	23
<b>ARTICLE 5 - EDUCATION AND TRAINING</b> .....	24
<b>Section 5.01 - Mandatory Education and Training</b> .....	24
<b>Section 5.02 - Reimbursement of Certification, License, Accreditation and Permit Fees</b> .....	25
<b>Section 5.03 - Corporate Integrity Agreements Training ("CIA")</b> .....	25
<b>Section 5.04 - Tuition Reimbursement</b> .....	25
<b>ARTICLE 6 - CORRECTIVE ACTION AND DISCHARGE</b> .....	26
<b>Section 6.01 - Corrective Action Concept</b> .....	26
<b>Section 6.02 - Investigations</b> .....	26
<b>Section 6.03 - Notice of Corrective Action</b> .....	26
<b>Section 6.04 - Information</b> .....	26
<b>Section 6.05 - Time Limits</b> .....	26
<b>Section 6.06 - Retention of Corrective Action</b> .....	27
<b>Section 6.07 - Administrative Leave</b> .....	27
<b>ARTICLE 7 - GRIEVANCE AND ARBITRATION</b> .....	29
<b>Section 7.01 - Grievance Procedure</b> .....	29
<b>Section 7.02 - Step One</b> .....	29
<b>Section 7.03 - Step Two</b> .....	29
<b>Section 7.04 - Step Three</b> .....	30
<b>Section 7.05 - Step Four</b> .....	30
<b>Section 7.06 - Time Limits</b> .....	31
<b>Section 7.07 - Participants</b> .....	31
<b>Section 7.08 – Termination Grievances</b> .....	31
<b>Section 7.09 – Termination Arbitration</b> .....	32
<b>ARTICLE 8 – SENIORITY</b> .....	33

Section 8.01 - Seniority Defined.....	33
Section 8.02 - Part-time Seniority.....	33
Section 8.03 - Notice of Layoff .....	33
Section 8.04 - Recall from Layoff .....	34
Section 8.05 - Seniority During Leaves of Absence.....	34
<b>ARTICLE 9 - LEAVES OF ABSENCE.....</b>	<b>35</b>
Section 9.01 - Personal Leaves of Absence (PLOA) .....	35
Section 9.02 - Workers' Compensation Leave.....	35
Section 9.03 - Family and Medical Leave (FMLA)/ California Family Rights Act (CFRA)/ California School Activities and Domestic Violence Leave/ Pregnancy Leave and Other Disability Leaves.....	36
Section 9.04 - Jury Duty .....	36
Section 9.05 – Subpoenas/Witness Service.....	37
Section 9.06 - Bereavement Leave .....	37
Section 9.07 - Military Leave .....	38
Section 9.08 - Benefits During Leaves of Absence.....	38
Section 9.09 - Return from Leave.....	38
<b>ARTICLE 10 - HOLIDAYS AND PAID TIME OFF.....</b>	<b>39</b>
Section 10.01 - Holidays Observed .....	39
Section 10.02 - Paid Time Off .....	39
Section 10.03 - PTO Use .....	40
Section 10.04 - Vacation Requests .....	41
Section 10.05 - Pay-in-Lieu-of PTO.....	41
Section 10.06 - PTO Pay Upon Separation from Employment.....	42
<b>ARTICLE 11 - PERSONNEL FILES.....</b>	<b>43</b>
Section 11.01-Personnel Files.....	43
<b>ARTICLE 12 – UNIFORMS.....</b>	<b>44</b>
Section 12.01 – Employer Uniforms .....	44
Section 12.02 - Uniform Issuance.....	44
Section 12.03 - Uniform Replacement.....	44
Section 12.04 - Cleaning .....	44
Section 12.05 - Return of Company Issued Uniforms.....	44
Section 12.06 - Boot Allowance .....	44
Section 12.07 – Optional Uniform Items.....	45
<b>ARTICLE 13 - UNION RIGHTS .....</b>	<b>46</b>
AMR_____	AFSCME_____

Section 13.01-Shop Stewards .....	46
Section 13.02 - Access of Union Representatives.....	46
Section 13.03 - Union Bulletin Boards.....	46
Section 13.04 - New Employee Orientation .....	46
<b>ARTICLE 14 - UNION SECURITY .....</b>	<b>48</b>
Section 14.01 - Union Security .....	48
Section 14.02 - Dues Deduction.....	48
Section 14.03 - Indemnification .....	48
Section 14.04 - New Employee/Terminated Employee Lists .....	49
Section 14.05 – PEOPLE Deductions .....	49
<b>ARTICLE 15 - COMMITTEES .....</b>	<b>50</b>
Section 15.01 – Labor-Management Committee .....	50
Section 15.02 - Emergency Medical Services Professional Practice Committee .....	50
<b>ARTICLE 16 - NO STRIKE/NO LOCKOUT .....</b>	<b>54</b>
Section 16.01 - No Strike/Work Action .....	54
Section 16.02 - Union Responsibility .....	54
Section 16.03 - No Lockout.....	54
<b>ARTICLE 17 - PROBATIONARY EMPLOYEES .....</b>	<b>55</b>
Section 17.01 - Probationary Periods .....	55
Section 17.02 - Discharge During Probation .....	55
Section 17.03 - New Classification Trial Period .....	56
<b>ARTICLE 18 - MANAGEMENT RIGHTS .....</b>	<b>57</b>
Section 18.01 - Management Rights Defined .....	57
Section 18.02 - Notice of Management Decisions and Effects Bargaining .....	58
<b>ARTICLE 19 - OPERATIONAL GUIDELINES, POLICIES, PROCEDURES, AND WORK RULES .....</b>	<b>59</b>
Section 19.01- Operational Guidelines .....	59
<b>ARTICLE 20 - WORK STATIONS.....</b>	<b>60</b>
Section 20.01 – Access to Workstations .....	60
Section 20.02 – Station Upkeep.....	60
Section 20.03 - Comfort Stations/ Twelve Hour Back to Back Stations.....	60
Section 20.04 – 24 Hour Crew Quarters/Stations .....	61
Section 20.05 - Posting Locations.....	61
<b>ARTICLE 21 - DISASTER RESPONSES.....</b>	<b>63</b>

Section 21.01 - National Disasters.....	63
Section 21.02 - Local Disasters.....	63
Section 21.03 - Strike Teams .....	63
<b>ARTICLE 22 - EQUAL EMPLOYMENT OPPORTUNITY .....</b>	<b>64</b>
<b>AND NON-DISCRIMINATION .....</b>	<b>64</b>
Section 22.01 - Gender Intent .....	64
Section 22.02 – Non-Discrimination and Harassment .....	64
Section 22.03 - Arbitration/Litigation Waiver .....	64
<b>ARTICLE 23 - CERTIFICATIONS/LICENSES .....</b>	<b>65</b>
Section 23.01 - Certifications and Licenses.....	65
Section 23.02 - Expiration or Loss of Certifications and Licenses .....	65
Section 23.03 - Suspensions of Required Certifications and Licenses.....	66
Section 23.04 - Employees on Leave of Absence.....	66
Section 23.05 - Driver Exclusion.....	66
<b>ARTICLE 24 – MISCELLANEOUS .....</b>	<b>67</b>
Section 24.01 - Outside Employment.....	67
Section 24.02 - Subcontracting.....	67
Section 24.03 - Replacement of Personal Items .....	67
Section 24.04 - Automated Vehicle Locator/Global Positioning Systems .....	67
Section 24.05 - Fitness for Duty .....	68
Section 24.06 - Audio/Video Recording.....	69
Section 24.07 -Records of Conversation/Records of Coaching (ROC).....	69
<b>ARTICLE 25 - HEALTH AND SAFETY.....</b>	<b>70</b>
Section 25.01 - Safety Compliance.....	70
Section 25.02 - Safety Equipment .....	70
Section 25.03 - Company Paid Immunizations.....	71
Section 25.04 - Employee Responsibility, Health and Safety .....	71
<b>ARTICLE 26 – SUBSTANCE FREE WORKPLACE AND TESTING.....</b>	<b>72</b>
Section 26.01 - Drug Testing Policy .....	72
Section 26.02 - Modification of Drug Testing Policy.....	72
Section 26.03 - Right to Representation .....	73
Section 26.04 - Random Drug Testing.....	73
<b>ARTICLE 27 - FULL UNDERSTANDING .....</b>	<b>74</b>
Section 27.01 - Saving Clause.....	74

**Section 27.02 - Amendments** ..... 74

**Section 27.03 - Full Understanding** ..... 74

**ARTICLE 28 - SUCCESSOR CLAUSE**..... 75

**ARTICLE 29 – ATTENDANCE AND PUNCTUALITY**..... 76

**ARTICLE 30 – CRITICAL INCIDENT STRESS MANAGEMENT**..... 78

**ARTICLE 31 - TERM OF AGREEMENT** ..... 79

**APPENDIX A – EMT WAGE SCALES**..... 81

**APPENDIX B – PARAMEDIC WAGE SCALES** ..... 82

**APPENDIX C – SUBSTANCE ABUSE PREVENTION POLICY**..... 83

**APPENDIX D – DRIVER QUALIFICATION STANDARD** ..... 91

**APPENDIX E – DRIVE-CAM MOU**..... 92

## **ARTICLE 1 – RECOGNITION**

### **Section 1.01 - Scope of Agreement**

The Employer recognizes the Union as the exclusive bargaining representative for all employees included in the bargaining unit for which the Union was certified by the National Labor Relations Board as the exclusive bargaining representative in matter number 21-RC-106534.

The term "employee" or "employees" as used throughout this Agreement shall refer only to those individuals employed in classifications covered by this Agreement.

### **Section 1.02 - Full-Time Employee Defined**

Full-time employees are defined as any employees who are designated as full-time in their current job classification (EMT or Paramedic) and who work an average of forty (40) hours per week. Full-time employees may apply to become part-time employees. The employee must request such a change in writing to the Employer for approval at least thirty (30) days prior to the desired date to become part-time. Requests to change from full-time to part-time status shall be to one (1) time per calendar year per each full-time employee.

### **Section 1.03 - Part-Time Employee Defined**

- A. Scheduled part-time employees are defined as any employees who are designated as part-time in their current job classification (EMT or Paramedic) and who work an average of less than forty (40) hours per week. The Employer shall schedule part time employees based on operational necessity. A part time employee must work their scheduled shifts in order to retain their employment with the Employer; except in cases where the Employer is unable to offer regularly scheduled hours. Scheduled part-time employees shall not eliminate full-time shifts or be placed on the shift bid. Scheduled part-time employees may request to be removed from their scheduled part-time shifts. Requests to be removed from the schedule for less than all of the employee's regularly scheduled shifts within the same workweek must be submitted to the Operations Manager or his/her designee at least five (5) but no more than one-hundred eighty (180) calendar days in advance of the requested time off. Requests to be removed from the schedule for all of the employee's regularly scheduled shifts during the workweek or longer must be submitted to the Operations Manager or his/her designee at least thirty (30) days, but not more than one hundred eighty (180) calendar days in advance of the requested time off.
  
- B. Intermittent part-time employees are those employees who are scheduled to work on an as needed basis, and who are not designated and/or defined as full-time or scheduled part-time employees. Such employees shall submit their availability through the Employer's scheduling software thirty (30) calendar days prior to the first (1<sup>st</sup>) day of the month and will be assigned to open shifts based on their availability. Intermittent part time employee

must work a minimum of thirty-six (36) hours per month in order to retain their employment with the Employer; except in cases where the Employer is unable to offer scheduled hours. The employee will maintain at least twenty-four hours worked on a system status shift. Failure to comply in two (2) consecutive months shall subject the employee to termination.

- B. Scheduled part-time employees may apply to become full-time or intermittent part-time employees after six (6) months of scheduled part time status by notifying the Operations Manager in writing of their intent. Intermittent part-time employees may apply to become full-time or scheduled part-time by notifying the Operations Manager in writing of their intent. Part-time employees (Scheduled or Intermittent) shall be offered positions that they have applied for based on a first come first serve basis. Requests for changes in status shall be based on operational necessity and limited to one (1) time per calendar year. Whether or not there is a full-time, scheduled part time, or intermittent part-time position available is at the sole discretion of the Employer.
- D. Employees classified as part-time shall not establish full-time employment status by virtue of adding hours to their work schedule.
- E. No current bargaining unit member who is a full-time or intermittent part-time employee shall be required to become a scheduled part-time employee as a condition of employment.

#### **Section 1.04 - Out of Class Assignments**

Bargaining unit employees who are normally covered by this Agreement and are temporarily working in an out-of-classification assignment ("OCA") shall not be covered under the provisions of this Agreement while working in an OCA. An OCA, for purposes of this Agreement shall be defined as an intermittent and/or temporary assignment in a non-bargaining unit position with a limited term not to exceed a total of one hundred eighty (180) days per calendar year. Employees who are assigned an OCA shall have their bargaining unit and classification seniority frozen while working in the OCA.

## **ARTICLE 2 - WORK HOURS AND SHIFT BIDDING**

### **Section 2.01 - Reporting for Work**

Employees will report for work on time dressed in full uniform and ready for deployment at their designated work locations and will remain on duty until properly relieved subject to the holdover provisions of this Agreement.

### **Section 2.02 - Work Schedules**

- A. Work schedules shall be posted through the Company's scheduling software which shall be the primary source to be used to view work schedules. The Company will attempt to ensure that computers are available to employees that permit access to and viewing of work schedules. In the event an employee does not have access to a computer (business or personal), the employee may contact the scheduler/supervisor by telephone regarding posted work schedules. The first employee receiving confirmation through the Company's scheduling software and/or from a scheduler/supervisor for a shift shall be allowed to work the confirmed shift.
  
- B. Excluding Anza shift employees, no employee shall be scheduled to work more than thirty-six (36) hours without a minimum of eight (8) hours rest before returning to work. Employees who are regularly scheduled for twenty-four (24) hour shifts may work one additional twenty-four (24) hour shift but shall not be scheduled additional hours without a minimum of eight (8) hours rest before returning to work. Exceptions may be made by the Employer on a case by case basis or for identified emergencies.
  
- C. Except as specifically provided elsewhere in this Agreement, any employee whose regularly scheduled hours are reduced or eliminated by the Employer shall be afforded the first right of refusal for any open shifts or available hours during the pay period in which the employee's regularly scheduled hours are reduced or eliminated.
  
- D. The Employer shall have the right to add, delete, change or implement new shift schedules twice a year in December and June for implementation in January and July. The Employer shall also have the right to add, delete, and change, work hours, shift schedules or implement new shift schedules at other times only when necessary to meet the terms of its client contracts and/or to meet system status requirements. The Employer can modify individual work hours only with advance notice to the employee and acceptance by the affected employee.

### **Section 2.03 - Meal Periods**

Employees shall be entitled to two (2) paid meal breaks of thirty (30) minutes each during each twelve (12) hour shift. Employees shall be entitled to three (3) paid meal breaks of at least thirty

(30) minutes each during each twenty-four (24) hour shift. Employees shall also be entitled to a ten-minute rest period for each four (4) hour work period.

Employees shall be required to take their meal periods during times of non-activity. For purposes of this section, "non-activity" means the employees are not handling any calls, are not performing any work, and are not traveling to and from a post location.

Employees who do not have a sufficient period of "non-activity" as set forth above are requested to submit a request for missed meal period per the Employer's designated process within forty-eight (48) hours of the missed meal period. Employees will be paid one (1) additional hour of pay at their regular hourly rate for each workday they do not receive all of their required meal breaks.

To the extent CAD records and/or unit activity reports show that an employee requesting the additional one (1) hour of pay had sufficient periods of non-activity greater than (30) minutes in which to obtain the meal periods set forth above, the request for the additional one (1) hour of pay may be denied on the basis that the employee received all required meal periods. If an employee is denied pay for a missed meal period more than twice in a pay period, the employee may seek supporting documentation to support the denials.

The Employer agrees to exclude the first hour and last hour 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.

#### **Section 2.04 - Sleep Time**

EMTs and Paramedics scheduled for twenty-four (24) hour shifts shall be allowed a paid, eight (8) hour sleep period which may only be interrupted by essential Company business, including life-threatening emergencies, non-life-threatening emergencies, requests for immediate response and move-ups or cover, etc. Courier work shall not be considered essential business during sleeping hours. All paid sleep time hours shall be regarded as hours worked.

#### **Section 2.05 - Rotation of Available Hour/Shifts**

The Employer will offer open hours/shifts in the following order:

- A. Part-time employees who have worked less than thirty (30) hours during the work week, and would not work more than forty (40) hours during the work week, by accepting the available hours/shifts, on a first come, first served basis;
- B. Full-time employees who have not worked forty (40) hours.
- C. Full-time employees on a first come, first served basis;

D. Any employee willing to accept the hours/shift.

Once a shift has been offered by the Employer to an employee the employee shall accept the shift it shall not be retracted except in cases where the decision has been made to down the shift. Employees not interested in working an overtime shift they have previously signed up for shall be responsible for removing their name from the overtime eligibility list.

**Section 2.06 - Employee Initiated Shift Trades and Give-Aways**

- A. Employees shall be entitled to trade an unlimited number of shifts per year. Employees shall be entitled to give away six (6) shifts per quarter. Employees attending a verified paramedic school program shall be allowed additional giveaways in order to attend verified school days until such time as the program has ended. Management may approve additional giveaways based on a case by case basis.
- B. A completed Request for Shift Trade/Give-Away form must be submitted at least twenty-four (24) hours prior to the requested shift trade or give-away, except in cases of emergency. A supervisor's decision regarding waiver of this time limit shall not be grievable.
- C. All trades must be completed within the same pay period.
- D. A shift trade shall not cause an employee to violate established limitations, Company or county policy regarding length of continuous duty.
- E. A shift trade/give-away shall not cause an employee to be late for a regular shift unless approved by the operations manager or designee.
- F. A shift trade/give-away may be approved for observed Company holidays or the day prior to and immediately following a holiday.
- G. A shift trade/give-away shall not be used for the purpose of avoiding a shift, station or partner.
- H. Employees may trade/give-away full or partial shifts provided such trade or give-away occurs only once in a shift at the beginning or end of the shift. Any give-away, regardless of duration, shall be counted as a full give-away towards the total limit.
- I. Responsibility for compliance with the above policies shall rest with both parties involved in a trade. However, should an employee fail to meet his/her obligation with

respect to the shift trade, only that employee shall be subject to corrective action.

- J. A shift trade/give-away shall not cause any additional cost to the Employer.
- K. An employee's shift trade/give-away is not approved until such time as they have received approval from their supervisor either written or oral.

### **Section 2.07 - Shift Bidding**

Shift bids for full-time employees shall be conducted twice a year in December and June for implementation in January and July. Shift bids for full-time employees shall also be conducted in response to work schedule changes that affect more than fifty (50%) of the existing schedules. In the event new shifts/units are added during an existing bid cycle, and more than three (3) months of the bid cycle remains, a mini shift bid shall be conducted for the new shift/unit and the initial replacement shift/unit. Shifts shall be posted for bid at all stations for twenty-one (21) calendar days prior to implementation. Employees shall be awarded shifts based on classification seniority. Should less than three (3) months of the bid cycle remain the Employer shall fill the new shift/unit at its discretion until the end of the bid cycle.

Following posting of the shift bid, the Employer will accept shift bid request forms for fifteen (15) days following the initial posting date. Employees shall list on a shift bid request form the five (5) priority shifts they are willing to accept during the six (6) month bid cycle in the event such shifts become open. The names of employees who submitted the shift bid request forms will be ranked on the queue list for the specified shifts based on classification seniority and a copy will be provided to the Union.

If a shift becomes vacant during the bid cycle, the Employer will utilize the queue list established for the specific shift to identify employees who expressed interest in the particular shift. The Employer will contact the senior employee on the list and offer the new shift. The employee will have up to twelve (12) hours to accept or decline the shift. If the employee accepts and moves into the new shift the employee's name will be removed from all remaining queue lists for the remainder of the current bid cycle. If the employee declines the new shift, the employee's name will be removed from the queue list for the particular shift but shall be eligible for all remaining shifts on the queue list. The employee will be allowed to move into a new shift only one (1) time during each six (6) month bid cycle.

Any new vacancy created by the movement of an employee to a new shift will be filled following the same process. The Employer reserves the right to administratively assign newly hired employees to any open shift that has no remaining names on the queue list.

Employees may not voluntarily change or swap bid-for shifts. An employee with higher seniority

may pass his/her bid position to bid later; however, such a pass is irreversible during the bid process.

### **Section 2.08 - Partner Bidding**

Employees will be allowed to submit joint bids to work as partners if the requirements of the shift are met. When bidding, the classification seniority of the least senior partner will be used.

### **Section 2.09 - FTO/Preceptor Shift Bidding**

Shifts must have adequate call volume to be eligible for FTO bidding as determined by the Employer. In the event two FTOs in the same classification bid together, the least senior FTO shall lose their FTO stipend while on that shift. In the event two FTOs in different classifications bid together the determination of which employee shall be paid the FTO stipend shall be based on the training requirements.

### **Section 2.10 - Special Assignment Bidding**

The Employer reserves the right to designate a number of shifts for Special Assignments and to award such shifts to qualified employees.

### **Section 2.11 - Inexperienced Employee Bid Exception**

- A. The Employer shall have the right to assign shifts for all trainees within the orientation period and therefore trainees are exempt from bidding for shifts until released by their FTO and the Operations Manager.
- B. Trainees shall not work overtime during their first ninety (90) calendar days of employment unless it is with a qualified FTO or field preceptor approved by the Operations Manager. Employees cleared by their FTO prior to ninety (90) calendar days shall be allowed to work overtime.

### **Section 2.12 - Administrative Moves and Employee Requested Transfers**

The Employer may transfer an employee within the division for operational necessity. Examples include but are not limited to; irreconcilable personality differences, documented quality assurance issues, and documented performance issues that have not been corrected through other means. The Employer will notify the Union prior to initiating any transfer pursuant to this provision.

The Employer will give preference to applicants for permanent vacancies in the following order: 1) promotional candidates (i.e., EMT to Paramedic), 2) part-time employees, and 3) qualified transfer employees, before hiring applicants from the outside.

### **Section 2.13 - End of Shift**

Thirty (30) minutes prior to an employee's end of scheduled shift the unit shall be placed on second call status in the CAD and returned to their respective deployment station. The last fifteen (15)

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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 a County Disaster or critical response levels, or crews volunteer for further assignment.

## ARTICLE 3 - WAGES

### Section 3.01 - Pay Periods/Pay Days

The work week is defined as the seven (7) consecutive day period commencing at 0000 Sunday and ending at 2359 the following Saturday. The workday is defined as a twenty-four (24) hour period, which begins at 0000 and ends at 2359.

There are twenty-six (26) pay periods in the year. Employees are paid bi-weekly on every other Friday for the pay period that ended on the previous Saturday.

All employees shall be required to use direct deposit. For employees who choose not to use direct deposit the employee shall receive their paycheck through ALINE Pay Card.

### Section 3.02 - Wages

- A. Effective no later than the second full pay period following signed execution of the Agreement by the parties, all bargaining unit employees covered by this Agreement shall be placed on the 2019 Wage Scale based on their current Step. Employees hired after the ratification of this Agreement will be placed at the starting Wage Rate identified in the 2019 Wage Scale.
- B. Effective no later than the first full pay period following January 1, 2020, all bargaining unit employees hired before January 1, 2020, shall move to their same Step on the AMR January 2020 Wage Scale. Employees hired on, or after January 1, 2020, will be placed at the starting Wage Rate identified in the January 2020 Wage Scale.
- C. Effective no later than the first full pay period following July 1, 2020, all bargaining unit employees hired prior to January 1, 2020, shall move to the next Step on the July 2020 Wage Scale. Employees hired on, or after January 1, 2020, will remain at the starting Wage Rate identified in the July 2020 Wage Scale.
- D. Effective no later than the first full pay period following January 1, 2021, all bargaining unit employees hired prior to January 1, 2021 shall move to the next Step on the January 2021 Wage Scale. Employees hired on, or after January 1, 2021, will be placed at the starting Wage Rate identified in the January 2021 Wage Scale.
- E. Effective no later than the first full pay period following January 1, 2022, all bargaining unit employees hired prior to January 1, 2022 shall move to the next Step on the AMR January 1, 2022 Wage Scale. Employees hired on, or after January 1, 2022, will be placed at the starting Wage Rate identified in the AMR January 2022 Wage Scale.

- F. Current bargaining unit employees who are above the maximum hourly rates identified in the Employer's 2019, 2020, 2021, and 2022 Wage Scales at the time of ratification shall continue to receive annual increase equal to those of other current bargaining unit employees. Current employees who's hourly rates are below the maximum hourly rates, and employees hired after the ratification of the Agreement shall be subject to the maximum hourly rates identified in the 2019, 2020, 2021, 2022 Wage Scales.

### **Section 3.03 - Minimum Wage Change**

No hourly rate shall be less than 130% of the state minimum wage. The minimum wage rate for paramedic shall be a minimum of \$1 higher than the EMT minimum wage.

### **Section 3.04 - Prior Experience**

The Employer may consider an employee's previous years of experience in their classification when determining the appropriate starting pay grade.

### **Section 3.05 - Pay for Non-Shift Hours**

Employees shall be paid their regular non-twenty-four (24) hourly rate for non-shift work (i.e., training, special events, demonstrations, etc.).

### **Section 3.06 - Movement from EMT to Paramedic Wage Scale**

EMT's who become Paramedics shall receive Paramedic wages as follows:

- A. EMT's moving to the classification of Paramedic at the time of advancement shall be credited and placed on the pay step consistent with half their time spent as an EMT or placed on the Paramedic pay step which provides at least an eight percent (8%) wage increase, whichever is greater.

### **Section 3.07 - Field Training Officers**

Employees who are qualified and chosen to be a Field Training Officer shall receive three-hundred-fifty dollars (\$350.00) per month. Employees who are qualified and chosen to be a Field Training Evaluator shall receive an additional three-hundred-fifty dollars (\$350.00) per month when training an employee. Employees who are qualified and chosen to be a Lead Field Training Officer (LFTO) shall receive five hundred dollars (\$500.00) per month.

Employees who meet the qualifications and who are selected by the Employer to be Preceptors will be paid a stipend of three hundred and fifty dollars (\$350) per month when a student is assigned. An employee is not eligible for both FTO and Preceptors stipend in the same month.

**Section 3.08 - Overtime**

- A. All time worked in excess of forty (40) hours during any workweek shall be considered overtime and paid at one and one-half (1 1/2) times the employee's straight-time hourly rate. No overtime will be worked unless authorized, except in cases of emergency where obtaining advance authorization is not practical.
  
- B. Where an employee in a single workweek works two (2) or more different shifts and/or different types of work for which different, regular (non-overtime) rates of pay have been established, overtime pay shall be calculated using the Fair Labor Standards Act (FLSA) weighted averaging method for such rates. There shall be no duplication and/or pyramiding of overtime.

**Section 3.09 - Holdover**

- A. Mandatory holdover is defined as hours worked immediately after the conclusion of a shift, where a replacement crew member has not arrived for the next shift or where additional assignments cause an employee to be required to work beyond the scheduled conclusion of their shift. In the event an employee is to be held over on a mandatory basis, the Employer will notify the employee as soon as possible.
  
- B. Employees have the right to refuse to hold over on a mandatory basis beyond (1) one hour from the conclusion of the employee(s) original shift by notifying the Communications Center of their intent not to be held over beyond one (1) hour. However, employees assigned a call prior to the end of their original shift may not refuse to accept the call, unless the call is assigned 15 minutes or less prior to the conclusion of the employee(s) original shift and the call would cause the employee to holdover beyond one (1) hour from the conclusion of their original shift. This exception shall not apply to 911 emergency calls and crews working 24-hour shifts or "hot swap units" as defined as all 24-hour or 12-hour continuous coverage units that deploy from substations. Upon completion of any call after the conclusion of the employee(s) original shift, the unit shall be placed out of service so that the crew may be relieved from duty, unless the crew volunteers to remain in holdover status. The Employer will also make reasonable efforts to relieve employees experiencing a "bed delay" beyond the scheduled end of their shifts.
  
- C. The CAD clock will be used for purposes of tracking the official time. Employees will not leave an assigned post to begin traveling to the deployment center without first notifying the Communication Center or without approval from the Communications Center. At no time shall an employee engage in disputing an assigned call over the air.

- D. In the event that an employee on mandatory holdover is required to work beyond the one (1) hour, that employee shall be paid at a rate of two times (2x) their hourly rate of pay for all hours worked on mandatory holdover.
- E. If required by circumstances beyond the Employers control (i.e. late calls, employee call offs, or move ups) the Employer may request that employee(s) volunteer to holdover at the end of their shift for a maximum of four (4) hours or until relieved by another employee, whichever is shorter. If an employee(s) on mandatory holdover volunteers to holdover beyond the mandatory one (1) hour, then all hours worked on the voluntary and mandatory holdover shall be paid at two times (2x) the employee(s) hourly rate of pay.

### **Section 3.10 - Call-Back and Reporting Pay**

#### A. Call-Back Pay

When an employee is called back to work after leaving the Employer's premises, but prior to the employee's next scheduled work shift, the employee shall receive a minimum of four (4) hours pay at the employee's applicable hourly rate. Call back shall not include time spent attending scheduled training and time spent completing assignments or paperwork that should have been completed prior to the employee leaving the Employer's premises. Employees will be paid for the actual time spent performing these later activities.

#### B. Report-In Pay

When an employee has reported for a scheduled shift and no work is available, in or out of classification, such employee shall be paid for all scheduled shifts. In such circumstances, the Company will make a reasonable attempt to combine crews or to find an assignment to allow the employee to complete a full shift. The foregoing minimum guarantees shall not apply if no regular or alternative work is available due to acts of God such as fire, flood, earthquakes, power failures or any other circumstances beyond the Employer's control, or when the affected employee refuses to accept alternative work.

### **Section 3.11 – No Guarantee of Hours Worked**

Hourly rates are provided as a reference, and actual rates will be calculated based upon the FLSA average. Any increases in the minimum wage will affect only those steps and regular shifts with a rate less than the minimum wage as increased. Actual pay will vary depending upon the hours actually worked, paid time off, and holidays actually worked during the work year.

## ARTICLE 4 – BENEFITS

### Section 4.01 - Insurance Benefits

The Employer agrees to make available to all regular full-time employees covered by this Agreement a sponsored benefit plan that will include Medical, Dental, and Vision insurance; Long Term Disability Insurance; Group Term Life and Accidental Death and Dismemberment (“AD&D”) insurance; Group Supplemental Life and AD&D insurance, and Flexible Spending or Healthcare Savings or Reimbursement Accounts for healthcare and dependent care costs. Full-time employees become eligible to participate in the benefit plans on the first day of the month following sixty (60) consecutive calendar days of employment.

Any and all disputes arising over payment of services provided pursuant to the plans offered shall not be subject to the grievance and arbitration process but shall be settled pursuant to the provisions of the Benefit Plan documents. In the event that a modification of benefits is required during the life of the agreement, the Employer agrees to meet and discuss identified impact issues with the Union prior to their implementation.

### Section 4.02 - Health Insurance

- A. For the remainder of 2019 the Employer shall provide health insurance coverage (including prescription drug coverage) through the Company’s One Exchange offering with no change to existing Employer and Employees premium sharing.
- B. Effective January 1, 2020, and for the duration of the Agreement, medical and prescription drug coverage shall be provided for as described in the Kaiser DHMO (\$750) plan, Anthem PPO (\$750), and Anthem Consumer Driven Health Plans (CDHP \$1500 and CDHP \$2000) plan summary/summaries. The Employer shall pay eighty percent (80%) of the monthly premiums for the Kaiser DHMO (\$750) plan, Anthem PPO (\$750) plan, CDHP (\$1500) plan, and CDHP (\$2000) plan. The employee shall pay the remaining the monthly premium through pre-tax payroll deductions. At no time shall an employee pay less than ten percent (10%) of the monthly medical insurance premiums.

### Section 4.03 – Health Care Savings Account

The Employer agrees to fund a Health Care Savings Account for the calendar year 2020 in the amounts defined below for employees who are enrolled in the Employer’s CDHP \$1500 or CDHP \$2000 plans.

- |   |           |
|---|-----------|
| A. Employee only                        | \$500.00  |
| B. Employee/spouse or Employee/children | \$900.00  |
| C. Employee plus family                 | \$1200.00 |

The amounts above shall be divided into two (2) semiannual payments which the Employer will  
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fund into the Health Savings Accounts no later than the second full pay period following January 1, 2020, and no later than the second full pay period following July 1, 2020. In order to qualify for the funding, the employee must set up their Health Savings Account no more than ninety (90) days after January 1, 2020. If the employee fails to establish their HSA within the ninety (90) days of January 1, 2020 the employee will forfeit the Employer funded option for the HSA. The employee must be a current full-time employee at the time of distribution.

#### **Section 4.04 - Dental Insurance**

- A. For the remainder of 2019, dental coverage shall be provided as described in the Employers Health and Welfare Benefits Plan.
- B. Effective January 1, 2020, the Employer shall pay eighty-five percent (85%) of the monthly premium for DMO / PPO standard dental plan(s). The Employer will pay no more than this amount for the dental buy-up plan. The employee shall pay the remaining monthly premium through pre-tax payroll deductions.
- C. If the employee elects the buy-up dental plan, he/she shall pay the remaining monthly premium through pre-tax payroll deductions.

#### **Section 4.05 - Optical Insurance**

- A. For the remainder of 2019, vision coverage as described in the Employers Health and Welfare Benefits Plan.
- B. Effective January 1, 2020, the Employer shall pay eighty five percent (85%) of the monthly premium for the Vision Service Plan (VSP). The Employer will pay no more than this amount for the vision buy-up plan. The employee shall pay the remaining monthly premium through pre-tax payroll deductions.

#### **Section 4.06 - Long Term Disability Insurance**

- A. The Employer shall provide a long-term disability plan that includes a one hundred and eighty (180) day elimination period and replaces sixty percent (60 percent) of an Employee's base salary, excluding overtime, bonuses and commissions.
- B. The Employer shall pay one hundred percent (100%) of the long-term disability premiums for eligible full-time employees.

#### **Section 4.07 - Group Term Life and Supplemental Life**

- A. Basic life insurance equal to two hundred percent (200%) of base salary, excluding overtime, bonuses and commissions. The Employer agrees to pay one hundred percent (100%) of the premiums for basic life insurance for eligible full-time employees.

- B. Additionally, the Employee may purchase supplemental life insurance for the Employee and/or spouse and/or dependent(s). The Employee shall pay one hundred percent (100%) of the supplemental insurance premiums through after-tax payroll deductions.

**Section 4.08 - Accidental Death and Dismemberment Insurance (AD&D)**

- A. Basic AD&D insurance equal to two hundred percent (200%) of base salary, excluding overtime, bonuses and commissions. The Employer agrees to pay one hundred percent (100%) of the premiums for basic AD&D insurance for eligible full-time employees.
- B. Additionally, the Employee may purchase supplemental AD&D insurance for the Employee and/or spouse and/or dependent(s). The Employee shall pay one hundred percent (100%) of the supplemental insurance premiums through after-tax payroll deductions.

**Section 4.09 - Employee Assistance Program (“EAP”)**

- A. 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 will still be eligible for the basic Employee Assistance Program, which provides up to ten (10) mental health treatments per issue, per calendar year. 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.

- B. EAP will be provided to an employee’s dependent(s). The Employer shall pay one hundred percent (100%) of the Employee Assistance Program premium. Additionally, the Employer shall also cover one hundred percent (100%) of the cost for the first five (5) sessions per calendar year (no more than three (3) sessions in a six (6) month period).

**Section 4.10 - Flexible Spending Accounts**

- A. The Employer shall allow employees to defer up to the legal limit per calendar year on a pre-tax basis per IRS Section 125 guidelines for the purpose of paying for dependent care cost 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.
  
- B. The Employer shall allow employees to defer up to the legal limit 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.

**Section 4.11 - 401(k) Plan**

Pursuant to the Plan document, for each payroll period, for each eligible employee, the Employer will make a matching contribution equal to fifty cents (\$.50) for each one dollar (\$1.00) a participating employee contributes to the 401(k) plan ("Elective Contributions"), up to a maximum Employer matching contribution of three percent (3%) of an employee's compensation for the payroll period.

Pursuant to the terms of the Plan document, the Employer does not match Elective Contributions that are catch-up contributions (contributions in excess of plan and legal limits that can be made by participants who are at least age 50).

The terms of the Plan document shall control in all cases.

## ARTICLE 5 - EDUCATION AND TRAINING

### Section 5.01 - Mandatory Education and Training

- A. The Employer shall provide all continuing education courses, in service training and other forms of training and education needed to meet certification, licensing and accreditation requirements, and to satisfy additional Employer (including the Employer's physicians and medical program directors) and governmental agency requirements for their classifications at no cost to employees. Courses shall be filled on a first come first served basis, except that seating preference shall be given to full-time and part-time employees for recertification/refresher courses. Employees who register for a course are required to attend the course. Employees who fail to attend a course without advance notice or extenuating circumstances will be scheduled by the Employer to attend the next class. Failure to attend the class as scheduled by the Employer may result in corrective action.

Training shall be provided in the Riverside Division or a contiguous AMR operation. A schedule of courses and training shall be posted in all deployment centers and stations on a monthly basis.

- B. If the Employer is unable to provide the education and training specified in paragraph A above, the Employer shall reimburse employees for the cost of any external courses needed to meet certification, licensing and accreditation requirements, and to satisfy additional Employer (including the Employer's physicians and medical program directors) and governmental agency requirements for their classifications. Prior to receiving any reimbursement, the employee must obtain the Employer's approval for the external courses and demonstrate they attempted to take the Employer-provided course and were unable to do so.
- C. The Employer shall make every effort to accommodate employee requests to use PTO and to trade and give away a shift in order to attend required continuing education courses, in service training and other forms of training and education needed to meet certification, licensing and accreditation requirements.
- D. Employees shall be compensated for time spent attending Company mandated training and education, including on-line training, other than training required for an employee to maintain their State or County license or certification. Completion of the required training shall occur by a predetermined date identified by the Employer. Employees who are unable to complete online courses of less than one (1) hour in duration during normal work hours and must complete the training on off hours must attain prior approval from the Operations Manager or designee. Employees will be compensated for completing online courses that have been pre-determined by the Employer to be greater than one (1) hour in duration while off duty. Compensation for on-line training shall be based on the

Employer's pre-determined projected length of time for average completion. Employees shall be paid at their non-twenty-four (24) hour rate for each hour spent attending such training and education.

### **Section 5.02 - Reimbursement of Certification, License, Accreditation and Permit Fees**

The Employer shall reimburse employees for fees incurred to maintain all federal, state and local licenses, certifications, permits and accreditations required for employment in the employee's classification, including but not limited to the following:

- State and Local License, Certification and/or Accreditation Fees California Ambulance Drivers License and Medical Examination Fees

However, the Employer shall not be required to reimburse the employee for any late fees associated with the maintenance of their licenses, certifications, permits, and/or accreditations.

### **Section 5.03 - Corporate Integrity Agreements Training ("CIA")**

Employees are required to complete one (1) hour of general compliance training annually on-line. Current employees must complete all general compliance training by the date designated by the Employer each year. Newly hired employees must complete the one (1) hour of online computer based general compliance training within thirty (30) calendar days from their date of employment and then annually thereafter as required for existing employees. Current employees who do not complete the training within the specified time periods, unless excused from completion because of approved leaves of absence or other legitimate reasons, will be placed on leave without pay for a maximum of fifteen (15) calendar days or until the employee completes the training, whichever is earlier. Employees who have not completed their training within the fifteen (15) calendar day leave shall be subject to termination. New hire employees who do not complete the training during the initial thirty (30) daytime period will be deemed to have resigned from employment.

Employees who are unable to complete said training during normal work hours and must complete the training on off hours must attain prior approval from the Operations Manager in order to receive one (1) hour of pay at their non-twenty-four (24) hour rate of pay upon completion and verification of the online training.

### **Section 5.04 - Tuition Reimbursement**

Employees may participate in the tuition reimbursement program provided such participation is in accordance with the established policies of the program. The Employer reserves the exclusive right to modify or discontinue any or all aspects of the program at any time during the life of this Agreement. Any modifications or termination of the program is not subject to any grievance or charge in any forum.

## **ARTICLE 6 - CORRECTIVE ACTION AND DISCHARGE**

### **Section 6.01 - Corrective Action Concept**

The Employer and the Union recognize the intent of corrective action is to remedy employee performance problems and modify behavior in order to promote the achievement of excellent performance. While the Employer will attempt to accomplish those objectives through training and education, the Employer reserves the right to issue corrective action to employees, up to and including discharge, based on just cause and the circumstances of each case. However, serious or repeated offenses may call for corrective action commensurate with the offense or totality of the circumstances and not necessarily based upon the premise of progressive discipline.

### **Section 6.02 - Investigations**

Employees shall be entitled to Union representation upon request during any investigatory meeting with the Employer that could lead to corrective action. The employee representative shall be a duly authorized Union steward or Union representative. If the Employer determines that utilizing an on-duty steward is not operationally feasible, management will reschedule the investigatory meeting for a time when a duly authorized on duty Union steward or Union representative can attend the investigatory meeting.

### **Section 6.03 - Notice of Corrective Action**

The Employer shall notify an employee in writing of any corrective action and discharge. The notice shall identify the reason(s) for the action and the effective date of the action. Notices of corrective action shall be also provided to a Union steward. Notices of discharge shall be provided within five (5) business days. The Employer will notify the Union's Chief Stewards within one (1) calendar day of a discharge of an employee(s)

### **Section 6.04 - Information**

Following the issuance of corrective action, the Employer shall, upon written request from the Union, provide the Union with copies of any documents relied upon by the Employer in support of the corrective action, including but not limited to, all investigative reports, witness statements and physical evidence. Where such documents contain confidential patient care, proprietary or legal information, such confidential information will be redacted before providing the documents to the Union. The documents and information must be produced within fifteen (15) calendar days from the date of the Union's request, except in the case of discharge where the information will be provided within five (5) business days.

### **Section 6.05 - Time Limits**

To be valid, written notice of corrective action must be issued to the affected employee within thirty (30) calendar days after the Employer reasonably should have become aware of the alleged conduct claimed as the basis for the corrective action. The time limit for issuing corrective action

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and discharge notices may be extended with the mutual agreement of the parties on a case-by-case basis. The Employer must notify the Union in writing of any requested extension of the time limit prior to the expiration of the thirty (30) calendar days period and the specific reason(s) for the extension.

The time limits for issuing corrective action shall be automatically extended in the following cases:

- A. Cases of alleged harassment;
- B. Alleged discrimination;
- C. Workplace violence;
- D. When delayed by the involvement of state and/or local law enforcement;
- E. When delayed by state or local EMS agencies, (i.e. DMV, EMS);
- F. When key witnesses are unavailable.

For sub-sections (D), (E), and (F) defined above, the time limit of 30 days will automatically resume once the outside agency has completed its investigation or a key witness, previously unavailable, becomes available.

For purposes of this section, the requirement to "issue" corrective action means either personal delivery to the affected employee or sent to the employee via certified mail.

#### **Section 6.06 - Retention of Corrective Action**

- A. Records of corrective action shall not be considered for purposes of future corrective action, provided there are no further corrective actions for the same conduct or similar offenses within the applicable retention period.
- B. Records of corrective action shall be classified into two general categories defined as general performance and attendance. All records regardless of the retention period shall remain in an employee's personnel file. The retention periods for general performance and attendance issues are as follows:
 

A. Documented Counseling/Verbal Warnings/Attendance	6 months
B. Written Warnings/ Reprimands	12 months
C. Suspensions	30 months
- C. Corrective action issued for patient care, harassment/discrimination, and/or workplace violence shall remain in an employee's personnel file and may be considered for purposes of further corrective action for the duration of their employment with the Company subject to the provisions of Section 7.01 of this Agreement.

#### **Section 6.07 - Administrative Leave**

The Employer may place employees on administrative leave with pay pending investigation  
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into allegations of serious misconduct. 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 provide the Union with a copy of the notice within one (1) calendar day. Whenever an employee is placed on administrative leave, the Employer shall use its best efforts to expedite the investigation/administrative proceedings for all employees on administrative leave.

Employees may be placed on paid administrative leave for a maximum of thirty (30) calendar days. Except as provided below, whereby the administrative leave shall be without pay following suspension of their clinical privileges by the EMS Agency or following an arrest for alleged serious criminal misconduct until completion of the EMS Agency proceedings or the criminal proceedings.

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

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION**

### **Section 7.01 - Grievance Procedure**

The purpose of this procedure is to provide a timely adjustment of grievances by the Employer and the Union following a prompt investigation and thorough discussion.

A “grievance” is a dispute brought against the Employer alleging a misinterpretation, misapplication or alleged breach of this Agreement, including challenges to corrective action or discharge. Except for disputes involving the scope, meaning or application of Section 1.01 of this Agreement, Section 1.01 shall not provide the sole basis for a grievance under this Article.

Grievances shall be adjusted according to the procedures and conditions set forth below, except that grievances challenging corrective action of less than a suspension or discharge may only be processed through Step Three of the grievance procedure. Should such corrective action be relied upon by the Employer to support a future suspension or discharge, however, the employee and/or Union may contest the prior corrective action in any subsequent grievance challenging the suspension or discharge.

### **Section 7.02 - Step One**

The employee or the Union through its shop steward or field representative shall submit a written grievance via certified mail, e-mail or hand delivery to the Operations Manager or designee within twenty (20) calendar days of the occurrence giving rise to the grievance. “Occurrence” is the date when the grievant learned of the event that is the subject of the grievance or the effective date of corrective action or discharge.

The written grievance must include the following:

- A. The provision of the Agreement alleged to be misinterpreted, misapplied or violated;
- B. The remedy sought; and
- C. A statement(s) identifying the facts of the situation.

The Operations Manager or designee shall meet with the grievant and/or his/her representative within twenty (20) calendar days and shall respond in writing within twenty (20) calendar days after such discussion. Grievances resolved at this step shall not be precedent setting.

### **Section 7.03 - Step Two**

If the procedure in Step One fails to resolve the grievance within twenty (20) calendar days after the Union’s receipt of the Step One answer, the grievance shall be submitted to the Regional Director or designee. The parties shall meet in an attempt to resolve the issue within twenty (20)

calendar days after such submission. The Regional Director or designee shall respond in writing within twenty (20) calendar days from the date of the meeting.

### **Section 7.04 - Step Three**

The parties encourage the use of voluntary non-binding mediation as a means of settling disputes without the time and expense of arbitration. Within twenty (20) calendar days after the Union's receipt of the Step Two answer, the parties may discuss the possibility of signing a written agreement to submit the dispute to voluntary non-binding mediation. If the parties do not sign a written agreement to submit the dispute to mediation, the Union may refer the grievance to arbitration (Step Four) within thirty (30) calendar days following the Union's receipt of the Step Two answer. If, however, the parties sign a written agreement to submit the dispute to mediation, the timeline to submit the grievance to arbitration (Step Four) shall not begin to run until the mediator gives his/her recommendations to the parties.

The Federal Mediation & Conciliation Service ("FMCS") shall be the permanent mediator whose function will be to hear the contentions of the parties, review pertinent documentary evidence, and provide the parties with recommendations on how the dispute could be resolved. The mediator's recommendations shall be given orally and shall be non-binding. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal.

### **Section 7.05 - Step Four**

If the grievance is not satisfactorily resolved at Step Two (or at Step Three if the parties agreed to voluntary mediation), the Union may refer the grievance to arbitration by filing a written demand for arbitration with the American Arbitration Association ("AAA") no later than thirty (30) calendar days after either the date the Union receives the Step Two answer to the grievance or the date the mediator gives his/ her oral recommendations to the parties, whichever is appropriate. An arbitrator shall be selected in accordance with AAA procedures and an arbitration hearing shall be conducted in accordance with its Labor Arbitration rules and the terms of this Agreement.

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

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

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

Economic awards shall be limited to thirty (30) days prior to the event giving rise to the grievance. Economic awards in corrective action and discharge cases are subject to offset for unemployment benefits and other interim compensation earned or received by the grievant during the back-pay period.

The fees and expenses of the arbitrator shall be borne by the losing party. A party who presents a pre-hearing motion (including but not limited to challenges to arbitrability) that is denied by the arbitrator shall be solely responsible for the arbitrator's fees and expenses relating to resolution of the pre-hearing motion. Unless mutually agreed upon by the parties, fees for court reporters and hearing transcripts shall be born solely by the party requesting such services. The parties shall bear their own expenses for legal representation.

#### **Section 7.06 - Time Limits**

By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and such extension must be confirmed in writing within the specified time limits. Should the Company fail to meet the time limits established herein, the Union may appeal the grievance to the next step. Should the Union fail to file a grievance in accordance with Section 7.02 of this Article or fail to appeal a grievance to the next step of the procedure, the grievance shall be deemed waived.

In all cases, the deadline to submit a grievance to the next level shall begin to run on the date the union receives the appropriate step level answer or the date the Step level response should have been received.

#### **Section 7.07 - Participants**

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

#### **Section 7.08 – Termination Grievances**

Grievances over terminations shall be submitted to the Regional Director in writing within ten (10) calendar days from the date of termination or when the employee became aware of said termination by certified mail, e-mail, or hand delivery. A grievance sent via certified mail shall be deemed timely if postmarked ten (10) days from the date of the occurrence. Hand delivered grievances shall be date stamped and bear the signature of the person accepting the grievance. Within ten (10)

calendar days of the grievance being submitted the Regional Director will meet with the Union in an effort to resolve the issue. The Employer shall issue a written decision within ten (10) calendar days of the meeting.

The parties encourage the use of voluntary non-binding mediation as a means of settling disputes without the time and expense of arbitration. Within ten (10) calendar days after the Union's receipt of the Step Two answer, the parties may discuss the possibility of signing a written agreement to submit the dispute to voluntary non-binding mediation. If the parties do not sign a written agreement to submit the dispute to mediation, the Union may refer the grievance to arbitration (Step Four) within ten (10) calendar days following the Union's receipt of the Step Two answer. If, however, the parties sign a written agreement to submit the dispute to mediation, the timeline to submit the grievance to arbitration per Section 7.09 shall not begin to run until the mediator gives his/her recommendations to the parties

**Section 7.09 – Termination Arbitration**

In case of failure by the parties to settle the termination grievance at the above stated meeting, or through non-binding mediation if applicable, the Union may request that the grievance be referred to arbitration. The Union may file said grievance to arbitration in accordance with Section 7.05 above.

## **ARTICLE 8 – SENIORITY**

### **Section 8.01 - Seniority Defined**

- A. Company seniority shall be defined as an employee's unbroken length of full-time and/or part-time service with the company from his/her most recent date of hire.
  
- B. Classification seniority shall be defined as an employee's unbroken length of full-time and/or part-time service within a bargaining unit classification (i.e., EMT, Paramedic, etc.). Employees who accept assignments outside the bargaining unit shall have their classification seniority frozen while working in such assignments for a period not to exceed one hundred eighty (180) days, which shall not be considered a break in service for purposes of classification seniority.
  
- C. Bargaining unit seniority shall be defined as an employee's unbroken length of service within the bargaining unit. Employees who accept assignments outside the bargaining unit shall have their bargaining unit seniority frozen while working in such assignments for a period not to exceed one hundred eighty (180) days, which shall not be considered a break in service for purposes of bargaining unit seniority.
  
- D. It shall be the responsibility of the Union to maintain classification and bargaining unit seniority lists.

### **Section 8.02 - Part-time Seniority**

- A. An employee shall not accumulate full-time seniority (company, classification and bargaining unit) while in a part-time status. If a full-time employee is granted a change to part-time status, the employee's full-time seniority shall be frozen.
  
- B. Part-time employees will accumulate seniority at one-half the full-time rate from the date they enter into a part-time status.

### **Section 8.03 - Notice of Layoff**

- A. Should it become necessary for the Employer to reduce the size of the workforce, the Employer shall notify affected employees in accordance with all applicable federal and state laws, or as far in advance as possible.
  
- B. Layoffs shall be determined by inverse order of classification seniority beginning with probationary employees.

**Section 8.04 - Recall from Layoff**

- A. As positions become available, qualified employees on layoff status shall be recalled based on classification seniority.
  
- B. No new employees may be hired until such time as the Employer has contacted all qualified laid off employees via certified mail at the employee's last known address for recall to employment. Contacted employees shall have seven (7) calendar days to respond from receipt of the recall letter and must be available to return to work within fourteen (14) days from the date the employee responds to the recall letter.
  
- C. Employees recalled from layoff within three (3) months from their date of layoff shall be reemployed in a position in their former classification and shall have all benefit levels restored as if the employee had not left employment. Health benefits shall be restored effective the first day of the month immediately after the month in which the recalled employee returns to work.

**Section 8.05 - Seniority During Leaves of Absence**

Seniority shall continue to accrue for employees on approved leaves of absence, except for unpaid voluntary personal leave of absence.

## **ARTICLE 9 - LEAVES OF ABSENCE**

### **Section 9.01 - Personal Leaves of Absence (PLOA)**

All full-time employees are eligible for a Personal Leave of Absence (“PLOA”). Requests for a PLOA must be made in writing to the employee's immediate supervisor and state the reason for the leave. The Employer will respond to the PLOA request within two (2) weeks. All PLOA’s are granted at the sole discretion of the Employer. The maximum allowable PLOA is twelve (12) weeks within a rolling twelve (12) month period. In instances where leave is taken for educational purposes, exceptions may be granted at the sole discretion of the Employer. Employees will be required to provide supporting documentation validating the leave for educational purposes. At no time shall a leave of absence be granted for the purpose of finding alternative work or working for any other employer.

If granted a PLOA, employees are required to use all accrued paid time off before the unpaid portion of the leave begins. An employee who is granted a PLOA does so with full recognition that the Employer cannot guarantee that the employee will be returned to their position either before or upon the expiration of the leave. If the employee’s former position is unavailable, employment will terminate as of the last day of a PLOA, subject to the provisions of applicable state and federal law.

### **Section 9.02 - Workers’ Compensation Leave**

Employees who suffer a work-related injury or illness as a result of their job responsibilities and who are unable to perform their normal work duties will be granted a leave of absence for a no more than any twelve (12) calendar months in any rolling eighteen (18) month period, for each separate injury or illness, from the onset of the leave, subject to applicable state and federal law. Such leave shall not extend beyond the period of incapacitation for duty. An employee who fails to return at the end of their Workers’ Compensation leave shall be considered separated from employment. If an employee accepts employment elsewhere during the leave without prior approval of the Employer, the employee shall be considered separated from employment.

Whenever feasible the Employer will offer a limited duty position to an employee injured at work. Time worked in such position shall not exceed one hundred twenty (120) days. An employee working in a limited duty position shall be paid the appropriate shift hourly rate so that the employee does not suffer any loss in wages.

Employees on a Worker’s Compensation leave of absence will be allowed to return to their regular job classification and shift assignment only upon successfully passing a fitness-for-duty examination paid for by the Employer. Workers Compensation Leaves will run concurrently with leaves taken pursuant to the Family Medical Leave Act and/or the California Family Rights Act (FMLA/CFRA).

In the event an employee is separated from employment after twelve (12) months on a Workers' Compensation leave and is subsequently medically cleared to return to full duty within three (3) months following the separation from employment, the employee shall have first right of refusal for an open position in the employee's most recent classification, provided the employee has all the required certifications and licenses. Following the three (3) month period for the first right of refusal, the employee shall be afforded a three (3) month period for first consideration should the employee reapply for employment. Should the employee be reinstated or rehired in accordance with this Section, the employee shall have all seniority, PTO, pay and benefits restored to the level the employee would have received if the employee had not been separated from employment.

**Section 9.03 - Family and Medical Leave (FMLA)/ California Family Rights Act (CFRA)/ California School Activities and Domestic Violence Leave/ Pregnancy Leave and Other Disability Leaves**

The Employer shall grant Family and Medical Leave, California Family Rights Leave, California School Activities and Domestic Violence Leave, Pregnancy Leave, and all other leaves in accordance with federal, state and local laws.

For School Activities Leave, the employee shall provide the Employer with at least seventy-two (72) hours advance notice for scheduled school-related events and three (3) hours advance notice, or as soon as possible, for unscheduled school-related events. The employee, if requested by the Employer, shall provide documentation from the school or licensed childcare provider as proof that he or she engaged in child-related activities permitted by the Leave on a specific date and at a particular time. For purposes of this Section, "documentation" means whatever written verification of parental participation the school or licensed childcare provider deems appropriate and reasonable.

**Section 9.04 - Jury Duty**

Full-time employees serving on jury duty on days they are normally scheduled to work will be paid their regular rate for their normally scheduled hours less any jury duty pay for up to ten (10) scheduled shifts. The employee shall provide proof of attendance at jury duty in order to receive such benefit. Employees who are summoned for jury service shall give the Employer a minimum of five (5) day notice that they have been summoned. If the employee is excused from his/her jury duty obligation and more than four (4) hours remain in the employee's normally scheduled workday, the employee shall return to work. Employees who work other than twenty-four (24) hour shifts shall have at least eight (8) hours off between the completion of their jury duty obligation and their next scheduled shift. Employees who work other than twenty-four (24) hour shifts, and whose regularly scheduled shift starts on or after 1700hrs the night prior to their first day of jury service, may request to be removed from the schedule and placed off duty with pay. Employees who work twenty-four hour shifts and are regularly scheduled to work the day prior to their first day of jury service may request to be removed from the second half of their 24-hour shift

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and placed off duty with pay. Requests for removal from the scheduled shift shall not be unreasonably denied. Additionally, employees must provide verification of attendance at jury duty in order to receive pay for their shift.

**Section 9.05 – Subpoenas/Witness Service**

Full-time employees subpoenaed to appear in an administrative or legal proceeding or to give a deposition in the same for work related matters shall be granted time off without loss of pay or benefits. The employee must submit documentation representing time spent in compliance with the subpoena to the Operations Manager or his/her designee. If the employee is excused from his/her subpoena obligation and more than four (4) hours remain in the employee's normally scheduled workday, the employee shall return to work. Employees who work other than a twenty-four (24) hour shift shall have at least eight (8) hours off between the completion of their subpoena obligation and their next scheduled shift. Employees who work twenty-four hour shifts and are scheduled to work the day prior to their first day of subpoena service may request to be removed from the second half of their 24-hour shift and placed off duty with pay. Requests for removal from the scheduled shift shall not be unreasonably denied.

**Section 9.06 - Bereavement Leave**

When a death occurs in an employee's immediate family, the employee shall be entitled to paid bereavement leave for up to three (3) scheduled shifts that fall within seven (7) calendar days from the date of request. 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 their shift with pay. Employees who take and use bereavement leave for more than two occasions within a calendar year shall be required to provide proof of death and relationship in order to be granted further bereavement leave.

An immediate family member for the purposes of this section is defined as the employee's spouse, child, including still birth, stepchild, parent, stepparent, mother-in-law, father-in-law, domestic partner's mother, domestic partner's father, sister, brother, stepsister, stepbrother, grandparent, grandchild, or domestic partner.

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).

Time off without pay may be granted or an employee may use accrued PTO in cases of bereavement for individuals not included in the definition of the immediate family, or for bereavement travel, provided advance notice has been made to the Employer.

**Section 9.07 - Military Leave**

Military leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994, as amended and any other applicable federal, state, and local laws. Reinstatement shall be governed by the same laws. Military leaves are unpaid, but the employee may use accrued Paid Time Off during the absence. If an employee chooses to continue health benefits while on military leave, the Company will continue to pay the Company-portion of insurance premiums for up to twelve (12) months, so long as the employee remains on active duty and pays the employee-portion of premiums during that time. Employees will then be offered continuation of benefits under COBRA for up to an additional eighteen (18) months. Upon reemployment, any break in employment due to military service will not be treated as a break in service for purposes of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan.

**Section 9.08 - Benefits During Leaves of Absence**

- A. Paid leave accruals shall continue for the entire duration of all FMLA/CFRA leave, military leave and/or as otherwise required by law.
  
- B. All health and welfare benefits, including health care spending accounts, for employees on approved leaves of absence may be continued for no more than twelve (12) months. After twelve (12) months employees who wish to maintain insurance coverage shall be placed on COBRA until such time as their leave expires or COBRA coverage ends. Employees may revoke the continuation of health insurance at the employee's request prior to the expiration of the twelve (12) month period. Employees who choose to continue health benefits during an approved leave of absence remain responsible for their share of the insurance premiums.

**Section 9.09 - Return from Leave**

Employees on any leave of absence which exceeds thirty (30) calendar days shall notify the Employer at least seven (7) fourteen (14) calendar days prior to the employee's expected date of return to work of their intention to return to work.

## **ARTICLE 10 - HOLIDAYS AND PAID TIME OFF**

### **Section 10.01 - Holidays Observed**

The following holidays are to be recognized for purposes of “holiday pay.” Employees who work on a recognized holiday shall receive “holiday pay” equal to one half time (.5x) their regular rate of pay for hours worked between 12:00 a.m. and 11:59 p.m. (except as otherwise indicated below), on the designated holiday. Holiday pay shall be in addition to the employee’s applicable hourly rate of pay on the holiday. At no time shall an employee’s pay on a holiday exceed two (2x) times the employee’s normal rate of pay.

- A. New Year's Holiday (beginning at 1700.00 hrs on 12/31 and ending at 2359.59 hrs on 01/01)
- B. President's Day
- C. Easter Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Thanksgiving Day
- H. Christmas Holiday (beginning at 1700.00 hrs on 12/24 and ending at 2359.59 hrs on 12/25)

Should the Employer choose to eliminate regularly scheduled shifts for full-time employees on a holiday, the Employer will seek requests for voluntary time off prior to the holiday. The Employer will post the holiday schedule at least one (1) week prior to the applicable holiday. Employees who are granted their voluntary time off request shall use accrued PTO for the time off.

If a sufficient number of employees do not submit voluntary time off requests, the Employer may involuntarily reduce staff for the holiday based on inverse divisional seniority. The least senior employees (ALS or BLS) will be removed from the shift first and continuing until the necessary number of shifts is reduced.

Remaining employees scheduled to work on a holiday may have their regular work hours reduced during the holiday.

Employees must work either the last scheduled working day before a holiday or the first scheduled working day following the holiday in order to be eligible for holiday pay unless time off on these days has been approved. Employees must work the holiday in order to be eligible for holiday pay.

### **Section 10.02 - Paid Time Off**

- A. Paid Time Off (“PTO”) is accrued each pay period based upon company seniority. PTO may be used for vacation, sick time, and personal time and concurrently with other leaves.

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B. A maximum of three hundred and thirty (330) PTO hours may be accumulated, at which time additional PTO accrual will cease until the employee either uses or cashes-out sufficient hours to bring the accumulated leave below the maximum.

C. Full-time employees shall accrue PTO each pay period (26 pay periods) as follows:

Continuous Service	12 Hour Shift	24 Hour Shift
1-12 Months	4.30 hours	5.03 hours
13-48 Months	6.46 hours	7.54 hours
49-132 Months	8.62 hours	10.05 hours
133 Months or more	10.77 hours	12.56 hours

D. PTO may be taken in a minimum of six (6) hour increments, whole shift or full week increments. PTO hours shall be credited and paid as hours worked for purposes of computing overtime compensation for an employee's regularly scheduled work hours during a workweek. However, PTO shall not count as time worked for purposes of computing overtime compensation for extra shifts/hours worked above an employee's regularly scheduled work hours during a workweek.

E. Once an employee's request has been approved, it cannot be canceled for reasons other than a major emergency.

F. Employees who have an unscheduled absence from a regularly scheduled shift for reasons furnished as personal or illness shall be paid for the shift out of their PTO bank for the corresponding number of hours of the absence. However, employees who do not want PTO charged for unscheduled absences shall be required to complete a time exemption request form.

G. An employee's request is not approved until such time as a supervisor approves the specific request (written or oral). Supervisors shall respond to the employee's request in accordance with the type of submitted request (i.e. PTO use / Vacation requests).

H. Employees on approved State or Federal mandated leaves who choose to cash out PTO shall have the first week of the PTO cash out paid as hours worked.

### **Section 10.03 - PTO Use**

An employee may utilize accrued PTO in the increments specified in Section 10.02 D above.

Provided adequate personnel are available to accommodate the necessary workload, employees are permitted to schedule and take PTO as indicated below if they have sufficient accrued PTO as of the dates of the absence. Requests for scheduled PTO use for less than all of the employee's AMR\_\_\_\_\_ AFSCME\_\_\_\_\_

regularly scheduled shifts within the same workweek must be submitted at least five (5) but no more than one-hundred eighty (180) days in advance of the intended usage date. The Employer shall notify employees within three (3) business days after the submission of a request for any scheduled PTO use for less than all of the employee's regularly scheduled shifts during a calendar week regarding the approval or denial of the request. Requests for scheduled PTO will be granted on a first come, first served basis. If two or more employees submit requests to schedule PTO during the same twenty-four (24) hour period, the PTO request shall be approved based on seniority. The Employer shall not be required to approve scheduled PTO requests for less than all of the employee's regularly scheduled shifts during a calendar week that would result in more than three (3) full-time bargaining unit members from each classification (i.e., three (3) full-time EMTs and three (3) full-time Paramedics) being on scheduled PTO on any given day (Vacations and all other leaves are excluded from this limitation). Additional PTO requests may be approved at the Employer's discretion.

Requests for scheduled PTO use for less than all of the employee's regularly scheduled shifts during a calendar week received with less than five (5) day notice shall be approved to the extent local staffing requirements permit on a first come, first served basis.

#### **Section 10.04 - Vacation Requests**

Providing that adequate personnel are available to accommodate the necessary workload; employees are permitted to take PTO as indicated below provided they have sufficient accrued PTO as of the dates of the absence. PTO requests for one-week (i.e., all of the employee's regularly scheduled shifts during a calendar week) or longer ("vacation requests") shall be submitted to the scheduler at least thirty (30) days, but not more than one hundred eighty (180) days prior to the requested dates. Vacation requests shall be submitted on the Request for Time Off form. The Employer shall notify employees within five (5) business days after submitting the request regarding the approval or denial of the vacation request. Vacation requests will be granted on a first come, first served basis. If two or more employees submit Vacation requests during the same twenty-four (24) hour period, the PTO request shall be approved based on seniority. The Employer shall not be required to approve Vacation requests for any given day that would result in more than five (5) full-time bargaining unit members from each classification (i.e., five (5) full-time EMTs and five (5) full-time Paramedics) being on scheduled Vacation on any given day (PTO and all other leaves are excluded from this limitation). Additional vacation requests may be approved at the Employer's discretion. Once a vacation request is approved it cannot be cancelled by the Employer except as otherwise provided in Section 21.01 of this Agreement.

#### **Section 10.05 - Pay-in-Lieu-of PTO**

Employees, solely at their option, may choose to receive pay in lieu of time off by completing the appropriate form. Accrued PTO may be cashed out in a minimum of six hours per request at the

employee's regular straight time hourly rate. A request for pay-in-lieu of PTO must be submitted to payroll at least seven (7) calendar days prior to the payday for which it is requested.

**Section 10.06 - PTO Pay Upon Separation from Employment**

Employees who separate from the company for any reason shall be paid for all unused accrued PTO hours in addition to all other compensation owed to the employee. PTO shall be paid the employee's regular straight time hourly at the time of separation.

## **ARTICLE 11 - PERSONNEL FILES**

### **Section 11.01-Personnel Files**

- A. Employees and authorized Union stewards/representatives shall have access during normal business hours to employee personnel files in accordance with legal requirements. Employees or Union representatives must provide human resources at least three (3) business days written notice to assure the file will be available for viewing.
- B. Employees may request copies of any document placed in their personnel file. The Employer will not release information from the employee's file to third parties unless compelled to do so by operation of law or a valid release signed by the employee.
- C. Employees shall be given an opportunity to sign for receipt of each disciplinary or performance document prior to the document being placed in their personnel file. Should the employee refuse to sign such document, the document may be placed in their personnel file with an appropriate notation from the Company.
- D. The Employer shall allow employees to respond in writing to any adverse comments or other information for which the employee disagrees that is placed in the employee's personnel file. Such responses shall be maintained with the document for as long as the document is retained in the employee's personnel file. Such responses shall be provided to the Employer within fifteen (15) calendar days.

## ARTICLE 12 – UNIFORMS

### Section 12.01 – Employer Uniforms

Employees shall wear approved Employer uniforms at all times while on duty and at all times in performance of their duties. The cost of all required uniform items shall be borne entirely by the Employer.

### Section 12.02 - Uniform Issuance

The Employer shall provide all employees with the following allotment of uniform items, which shall be properly sized for the employee:

<u>ITEM</u>	<u>Amount Full Time</u>	<u>Amount part Time</u>
Uniform Shirt	9	5
Uniform Pants	9	5
Lite FX Class 2 Level 2 Jacket	1	1
Uniform Belt	1	1

### Section 12.03 - Uniform Replacement

The Employer shall replace employee uniforms for damage and normal wear and tear on a one for one exchange. Uniforms will be replaced at any point if excessively worn, damaged or permanently soiled in the performance of the employees' duties. Replacement items shall be in new condition and properly sized for the employee.

### Section 12.04 - Cleaning

The Employer has established a process for the cleaning/laundrying of employees' uniforms at no cost to employees.

### Section 12.05 - Return of Company Issued Uniforms

All Employer issued uniforms and/or equipment are the property of the Employer. Employees are expected to account for all such items issued to them, except in cases of reported theft to local authorities. Upon termination of employment, employees are required to return all Employer issued uniforms and/or equipment within seven (7) calendar days. Failure to return Employer issued uniforms and/or equipment shall permit the Employer to pursue all legal remedies available to recover the uniforms and/or equipment.

### Section 12.06 - Boot Allowance

- A. Upon presentation of a receipt dated on or after the effective date of this Agreement, the Employer shall reimburse non-probationary full-time employees for the purchase, replacement or repair of OSHA approved boots, up to a maximum of two hundred and fifty dollars (\$250) once each two (2) calendar years. Employees may, at their option, apply the

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boot reimbursement towards the purchase of a Protective vest (e.g., ballistic or stab threat) once during the term of the Agreement.

- B. Upon presentation of a receipt dated on or after the effective date of this Agreement, the Employer shall reimburse non-probationary part-time employees for the purchase, replacement or repair of OSHA approved boots, up to a maximum of one hundred dollars (\$100) once each two (2) calendar years. Employees may, at their option, apply the boot reimbursement towards the purchase of a Protective vest (e.g., ballistic or stab threat) once during the term of the Agreement.

**Section 12.07 – Optional Uniform Items**

Employees may purchase and wear the following optional uniform items:

- A. AMR approved Navy-blue t-shirt with appropriate title. The shirt must be in good condition and free from any holes or extensive fading. Condition of shirt to be worn will be managers discretion. T-shirts shall only be worn between June 1<sup>st</sup>, and September 30<sup>th</sup>.
- B. Protective vest (e.g., ballistic or stab threat). Protective vest shall be worn under the employees Class B uniform shirt.

## **ARTICLE 13 - UNION RIGHTS**

### **Section 13.01-Shop Stewards**

The Employer recognizes the right of the Union to designate shop stewards. Within thirty (30) calendar days following ratification of this Agreement, the Union shall notify the Employer in writing of the designated shop stewards. The Union will notify the Employer in writing within seven (7) calendar days of any changes to such designations. Shop stewards shall suffer no loss in pay for attendance at investigatory and grievance meetings held during their shift.

### **Section 13.02 - Access of Union Representatives**

Access to the Employer's facilities or work stations (collectively "facilities") by duly authorized representative of the union shall be permitted to meet with employees who are 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. The Union will not meet with employees at hospitals, medical facilities or other employer customer location in areas where conversations will be heard by patients or customers.

Duly authorized Union representatives shall notify the Employer of their presence at Employer facilities by contacting the Operations Manager or designee ahead of time. Union representatives who fail to notify the employer of their presence shall be immediately asked to leave the employer's premises. Visits shall be between 0600 and 2000 hours.

The Union agrees that during visits, its representation shall not interfere with the performance of work duties by any employee and will abide by the Employer's rules and regulations including all health and safety rules and any other applicable law and regulations.

### **Section 13.03 - Union Bulletin Boards**

Bulletin boards (paid for by the union) will be allowed, provided space is available, at each work site to post official Union business (on UEMSW letterhead or an official UEMSW publication). The Operations Manager or designee shall receive copies of all material to be posted prior to or at the time of posting. Said announcements and notices shall not be of a derogatory or inflammatory in nature. Bulletin boards will be maintained by the shop steward and official Union representative, with the posting or removal of bulletins and publications to be handled only by the same.

### **Section 13.04 - New Employee Orientation**

The Union shall be allowed to meet with and address employees attending all local new employee orientation programs. The Employer shall notify the Union of all local new employee orientation programs at least ten (10) calendar days in advance of the new employee orientation programs. Union representatives shall pre-schedule the meeting date through Human Resources and shall be

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allowed a maximum of twenty (20) minutes to address employees. The Employer shall be allowed to have a representative present during the union's orientation presentation.

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## **ARTICLE 14 - UNION SECURITY**

### **Section 14.01 - Union Security**

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 the regular monthly dues applicable fees thereto, or in lieu thereof, shall pay an amount equal to the Union's initiation fee and thereafter pay to the Union each month, either directly or through payroll deduction, an agency shop fee. This obligation shall begin on the thirty-first (31<sup>st</sup>) day of the month following the beginning of employment, or the effective 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 an agency shop fee in lieu of the Union's regular monthly dues and fees. The Union will comply with applicable laws regarding its calculation of agency shop fees and the information provided to non-Union members relating to that calculation. The Employer shall not be required to discharge any employee for failing to comply with this section until the Union has verified in writing to the Employer that all applicable legal pre-requisites for such action have been satisfied.

### **Section 14.02 - Dues Deduction**

The Employer agrees to deduct from the wages of bargaining unit employees, in accordance with the terms of a signed authorization, monthly dues, fees and assessments in amounts designated by the Union. Said deductions shall be made out of the first payroll period of each month and forwarded to the Union immediately thereafter along with a list of all employees from whom dues, fees or assessments were deducted. Upon transmittal of said funds, the Employer's obligation and responsibility shall cease with respect to such deductions.

The Employer shall be relieved from making such check-off deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with the terms of this article or applicable law. Notwithstanding (a), (b), (c) and (d) above, upon return of an employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions. The Employer shall not be obliged to make dues deductions of any kind from any employee who, during the pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

### **Section 14.03 - Indemnification**

The Union, and each employee authorizing the assignment of his/her wages in accordance with this section, hereby undertake and agree to indemnify, defend and hold Employer harmless from all claims, demands, suits and other forms of liability, including Employer's reasonable attorneys' fees, that may be made against or incurred by it from or by reason of any action or inaction by Employer in carrying out the provisions of this section.

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**Section 14.04 - New Employee/Terminated Employee Lists**

The Employer agrees to furnish the Union upon request on a monthly basis with: (1) the names of newly hired bargaining unit employees, their addresses, classifications of work, their dates of hire, categories of employment (full or part-time); (2) the names of terminated bargaining unit employees, together with the dates of their termination; and (3) the names of bargaining unit employees on leave of absence including Workers' Compensation.

**Section 14.05 – PEOPLE Deductions**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. 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. 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.

## **ARTICLE 15 - COMMITTEES**

### **Section 15.01 – Labor-Management Committee**

The Union and the Employer agree to establish a Labor-Management Committee (“LMC”) for purposes of discussing work related matters and/or concerns that include, but are not limited to, health/ safety and system status related items, and for promoting a harmonious working relationship between the Union and the Employer. The LMC shall have no authority to change, modify, alter or amend this Agreement. Additionally, any recommendations from the labor management committee shall be advisory only.

The LMC shall be composed of four (4) members named by the Union and four (4) representatives named by the Employer's Operations Manager or designee. Upon mutual agreement, either side may bring additional individuals to meetings as subject matter experts or meeting facilitators.

Unless the parties expressly agree otherwise, LMC meetings shall be held every other month at times and locations mutually acceptable to the Union and the Employer. Each party shall submit an agenda of items to be discussed at each LMC meeting at least fifteen (15) calendar days prior to the meeting. The Employer shall compensate up to four (4) LMC committee members for two (2) hours at their straight time non-24-hour rate for time spent in LMC meetings, regardless of the actual time spent in such meetings. The two hours shall not count as time worked.

It is the intent of both parties to foster a cooperative atmosphere and harmonious working relations.

### **Section 15.02 - Emergency Medical Services Professional Practice Committee**

An Emergency Medical Services Professional Practice Committee (EMS PPC) shall be established, with up to four (4) representatives from the bargaining unit, to be selected through a process developed by the Union and one member of the CES Department. The EMS PPC members will include one (1) Full Time Paramedic, one (1) Full Time EMT assigned to the North End, and one (1) Full Time Paramedic, one (1) Full Time EMT assigned to the South End. The Committee will elect a chairperson from one of the four (4) members. The committee shall be established for a period of one (1) year beginning no later than forty-five (45) calendar days from the full execution of this Agreement.

1. Upon completion of the one-year period, the parties shall reconvene for the purposes of assessing the success or failure of the committee and determine whether the committee shall be extended through the life of the collective bargaining agreement.
2. The Employer shall provide the committee with information as it relates to the Riverside operations to implement the following provisions of the Employer’s contract with Riverside County:

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- a) “Contractor will have a program aimed at retaining employees and minimizing turnover. Such a program will include, but not be limited to:
  - b) Working with union and an employee group to create an ongoing employee satisfaction assessment and monitoring system including surveys designed to monitor employee dissatisfaction and satisfaction levels.
  - c) Conducting exit interviews with employees leaving employment to identify the dissatisfiers that could be driving employee turnover. Reports of such analyses and Contractor’s improvement strategies will be available to REMSA.
  - d) Contractor will track and report employee turnover and results of employee satisfaction surveys annually to REMSA.”
3. Recognizing that employee satisfaction is based on the delivery of patient care as well as general working conditions, the objectives of the EMS Professional Practice Committee shall be:
  - a) To work constructively for the improvement of the quality of patient care and employee satisfaction.
  - b) To consider constructively the practices and procedures of certified Emergency Medical Technicians and licensed Paramedics.
  - c) To consider constructively the improvement of safety, health and working conditions which may affect employee satisfaction and safety and provide input to the Labor Management committee. The EMS PPC shall select one member to be liaison to the Labor Management Committee for safety and operational issues.
  - d) To recommend to the employer ways and means to improve patient care.
  - e) To recommend measures and techniques to retain experienced EMS personnel.
4. The EMS PPC shall be responsible to review input from all field providers as well as Quality Assurance data provided by the CES Department to recommend measures objectively to improve patient care, emergency medical practices and procedures, and provider safety.
5. The Employer will duly consider all such recommendations and will advise the EMS PPC.

6. The EMS PPC shall keep minutes of each meeting and will furnish approved minutes with next meeting's agenda to the Regional Director, the Operations Manager and the CES Manager.
7. Such minutes are under the control and direction of the EMS PPC and shall be shared with management as requested.
8. Agendas will include the names of all managers or other non-member guests (including the Medical Director) who are invited to attend the meeting and will include sufficient information so that the Employer may prepare in advance for the discussion.
9. The EMS PPC Chair should advise management as soon as such issues become known when an urgent issue(s) arise after the agenda is distributed.
10. Management will use its best efforts to be responsive to new issues.
11. At least once per quarter the CES Manager or their designee will meet with the EMS PPC at one (1) of its regularly scheduled meetings.
12. Any individual(s) designated by the Employer to implement, provide advice on or recommend standardized procedures pursuant to State Statutes or County policies shall meet with the EMS PPC to discuss provisions to be included in any proposals prior to submission of such procedures to the approving parties identified in State and County EMS policies.
13. The EMS PPC will exclude from any discussion contract grievances or any matters involving interpretation of the contract.

#### Phase One

1. The union EMS PPC members may interview other workers and otherwise research existing conditions which affect turnover, employee satisfaction, and service quality. At no time shall this research or any other activities of the committee interfere with an employee's ability to work.

#### Phase Two

1. The EMS PPC shall meet with the Employer's designated representatives quarterly, on company time.
2. Meetings shall not exceed two (2) hours.

3. Recommendations of the committee shall be made to the Regional Director designee.
4. The Regional Director or their designee shall respond to the recommendation with sufficient detail to explain the acceptance or rejection of recommendations, at the next regularly scheduled meeting.
5. The Employer shall compensate up to four (4) PPC committee members for two (2) hours at their straight time non-24-hour rate for time spent in PPC meetings, regardless of the actual time spent in such meetings. The two hours shall not count as time worked.

## **ARTICLE 16 - NO STRIKE/NO LOCKOUT**

### **Section 16.01 - No Strike/Work Action**

The duties performed by the employees' subject to this Agreement involve potential life and death situations. Any delay in treating patients, transporting them to hospitals or other medical facilities, or in responding to calls, can result in exacerbating the problems of ill and injured patients. To that end, during the term of this Agreement, neither the Union nor its agents or any of its members will collectively, concertedly, or in any manner whatsoever, engage in, ratify, encourage, sanction, incite or participate in any picketing, strike, sit-down, stay-in, slowdown, boycott, work stoppage, paper strike (deliberate failure to submit timely, quality, accurate, and complete medical reports and billing information) at any Employer facility or location within the bargaining unit covered by this Agreement. Nor will employees engage in any sympathy strike against the Employer or honor the picket line of any other bargaining unit not covered by this Agreement while on duty or in uniform. The Union further agrees that this clause shall specifically prohibit any of the aforementioned conduct for protest of alleged unfair labor practices, and that any such alleged unfair labor practices shall be handled under the National Labor Relations Act.

Employees who violate this Article shall be discharged from employment. Any such discharge may be grieved under the grievance procedure set forth in this Agreement; however, the sole issue for determination in any such grievance shall be whether the grievant's conduct was in violation of this Article.

### **Section 16.02 - Union Responsibility**

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

- a) Publicly disavow such actions.
- b) Advise the Employer in writing that such actions have not been called for, nor sanctioned by the Union.
- c) Notify involved employees and post notices of the Union's disapproval of such actions and instruct the employees to cease such action and to return to work immediately if this has not been done. If requested by the Union to help in the delivery of such notification to the employees, the Employer would facilitate the same.

### **Section 16.03 - No Lockout**

The Employer shall not lock out employees during the term of this Agreement.

## **ARTICLE 17 - PROBATIONARY EMPLOYEES**

### **Section 17.01 - Probationary Periods**

Newly hired employees, and transfer employees shall be considered probationary for the following uninterrupted time periods:

#### A. Newly Hired Employees

1. Full Time: Six (6) months from date of hire into the bargaining unit.
2. Part Time: Twelve (12) months from date of hire or one thousand forty (1040) hours worked, whichever occurs first, but not less than six (6) months. It is the responsibility of part time employees who have completed their one thousand forty (1040) hours prior to the completion of twelve (12) months of service to submit a written request to the Human Resources Department to change their status to regular, non-probationary.

#### B. Transfer Employees

1. Full Time: Three (3) months from date of transfer into the bargaining unit.
2. Part Time: Six (6) months from date of transfer into the bargaining unit, or five hundred and twenty (520) hours worked, whichever occurs first, but not less than three (3) months. It is the responsibility of part time employees who have completed their five hundred and twenty (520) hours prior to the completion of six (6) months of service to submit a written request to the Human Resources Department to change their status to regular, non-probationary.

Probationary periods may be extended for an additional three (3) months by agreement between the Employer and the Union. Employees who are in a probationary status shall have no seniority status until they have successfully completed their probationary period. Upon successful completion of their probationary period full time Employees will be credited for seniority retroactive to their date of hire. If a full-time employee's probationary period is extended beyond the initial six (6) month period said employee shall receive vacation accruals following the initial six (6) months of employment.

### **Section 17.02 - Discharge During Probation**

At any time prior to the completion of the probationary period, the Company may discharge a probationary employee with or without cause and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 17.03 - New Classification Trial Period**

Employees who change their classification within the bargaining unit shall be required to successfully complete a ninety (90) day trial period in the new classification. Employees who do not successfully complete the ninety (90) day trial period for the new classification will revert back to their original classification without any adverse effect on their eligibility for benefits. Should the Employer determine that action other than a reversion to the prior classification is justified by the circumstances; the Employer may pursue such action in accordance with the corrective action provisions of this Agreement. Actions other than a return to the prior classification are subject to the grievance and arbitration procedures outlined in the Agreement.

## **ARTICLE 18 - MANAGEMENT RIGHTS**

### **Section 18.01 - Management Rights Defined**

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

1. The right to hire employees;
2. The right to assign/reassign or schedule the date, time, hours, location and duties of work;
3. The right to promote, demote, suspend, discipline, layoff or discharge employees;
4. The right to maintain order and efficiency;
5. The right to determine the number of employees assigned to any shift and to adjust unit deployment (system status) plans; or eliminate or add units;
6. The right to assign the type of equipment to be used by employees in the performance of their work duties;
7. The right to subcontract work;
8. The right to sell all or part of the business operation;
9. The right to grant and/or schedule time off, including annual leave;
10. The right to cease all or part of business operations;
11. The right to make such reasonable operational guidelines, policies, procedures, work rules and deployment (system status) plan adjustments as necessary to maintain order, safety, and effective operation of its business and/or compliance with the contractual requirements of its customers;
12. The right to increase compensation and/or benefits of all employees equally above that which is minimally required under the terms of this Agreement;
13. The right to transfer bargaining unit members;

14. The right to choose, provide, locate, close and relocate stations used to house employees;
15. The right to assign bargaining unit work to supervisors for temporary periods of time, provided bargaining unit employees have the first right of refusal for overtime. The temporary assignment of bargaining unit work to supervisors shall not be done with the intent of displacing bargaining unit members.
16. The right to enforce the Employer's operational guidelines, policies, procedures and work rules; and Operational policies
17. The right to develop and implement quality assurance programs and standards of care;
18. The right to make crew assignments and to designate crew compositions;
19. The right to design, submit, negotiate and implement contracts.
20. The right to change providers and/or administrator for the benefit programs described in this Agreement.

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

**Section 18.02 - Notice of Management Decisions and Effects Bargaining**

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

**ARTICLE 19 - OPERATIONAL GUIDELINES, POLICIES,  
PROCEDURES, AND WORK RULES**

**Section 19.01- Operational Guidelines**

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

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

## **ARTICLE 20 - WORK STATIONS**

### **Section 20.01 – Access to Workstations**

Comfort stations and crew quarters are provided to ensure that employees are afforded safe and sanitary accommodations. Employees are permitted access and use of all existing comfort stations and crew quarters with prior approval from dispatch. If access and use of comfort stations and crew quarters is denied by dispatch, crews may contact an on-duty field supervisor who can override the dispatcher's denial. The Employer shall maintain all owned and leased comfort stations and crew quarters in a safe and habitable condition and in accordance with applicable federal, state and local laws and ordinances. The Employer shall promptly perform all necessary repairs and routine maintenance for all comfort stations and crew quarters.

### **Section 20.02 – Station Upkeep**

Employees will ensure that comfort stations and crew quarters are kept clean and sanitary. The Employer shall provide the following items for each comfort station and crew quarters and shall restock them as needed:

- A. Toilet paper
- B. Paper towels
- C. Hand soap
- D. Light bulbs
- E. Appropriate cleaning supplies

### **Section 20.03 - Comfort Stations/ Twelve Hour Back to Back Stations**

All comfort stations/twelve-hour back-to-back stations shall be equipped with the following items in good and working condition:

- A. One (1) sofa and two (2) recliners of appropriate quality and comfort (provided adequate space is available). Adequate seating for the number of employees deploying out of outlying stations, excluding main deployment centers (North and South).
- B. Television (with cable or equivalent where available)
- C. Microwave
- D. Dining table and chairs (provided adequate space is available)
- E. Lamps or adequate lighting fixtures
- F. Individual shift lockers for on-duty personnel (provided adequate space is available) (only for 12-hour back-to-back stations)
- G. Individual bottled or filtered water
- H. Bathroom with sink and toilet

Should any of the above items become damaged or inoperative the Employer shall immediately repair or replace the items as needed.

**Section 20.04 – 24 Hour Crew Quarters/Stations**

All 24-hour crew quarters/stations (e.g., 24-hour units) shall be equipped with the following items in good and working condition:

- A. One (1) sofa and two (2) recliners of appropriate quality and comfort (provided adequate space is available)
- B. Refrigerator
- C. Television (with cable or equivalent where available)
- D. DVD
- E. Microwave
- F. Dining table and chairs (provided adequate space is available)
- G. Lamps or adequate lighting fixtures
- H. One (1) bed for each crewmember
- I. Kitchen sink w/ garbage disposal
- J. Shower
- K. Adequate hot water
- L. Shift lockers for personnel assigned to station (provided adequate space is available)
- M. Individual bottled or filtered water
- N. Bathroom with sink and toilet

Should any of the above items become damaged or inoperative the Employer shall immediately repair or replace the items as needed.

**Section 20.05 - Posting Locations**

The Employer will meet with the Union through the Labor Management committee to identify specific units that deploy from specific geographic areas as well as units that have no specific area assignment. In the event unit deployment patterns change, those changes will be incorporated into the specific area assignments in discussion with the Union through the Labor Management Committee.

While it is understood that, due to the dynamic demands of the system, units may be called on to respond to, or cover any geographic area, once coverage levels permit those units that have been identified as being deployed from a specific geographic area will be returned to those areas.

The Employer will meet with the Union through the Labor Management Committee/ System Status Committee to identify new locations for quarters/stations and modification of current station and posting locations.

AMR\_\_\_\_\_

AFSCME\_\_\_\_\_

Within ninety (90) calendar days after the effective date of this Agreement the parties will meet through the Labor Management Committee, to mutually identify any posting location(s) without access to safe and sanitary bathroom facilities and work to develop a plan for alternative posting locations.

AMR\_\_\_\_\_

AFSCME\_\_\_\_\_

## **ARTICLE 21 - DISASTER RESPONSES**

### **Section 21.01 - National Disasters**

Bargaining unit employees who volunteer for deployment to national disasters as part of the Employer's National Disaster 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.

### **Section 21.02 - 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.

### **Section 21.03 - Strike Teams**

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

**ARTICLE 22 - EQUAL EMPLOYMENT OPPORTUNITY**  
**AND NON-DISCRIMINATION**

**Section 22.01 - Gender Intent**

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

**Section 22.02 – Non-Discrimination and Harassment**

The Employer and the Union agree that neither party shall harass or discriminate against any person because of race, color, sex, religion, age, disability, national origin, citizenship, sexual preference or any other status protected by Federal, State or local law. Harassment is a form of misconduct that cannot be tolerated in the workplace. Any conduct that falls within the definition of unlawful harassment or discrimination is prohibited and will be investigated fully. Employees who engage in unlawful harassment or discrimination are subject to corrective action.

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 considered when evaluating the reasonableness of any accommodation. The Employer and the Union shall confer on the reasonableness of any proposed accommodation that impacts seniority rights of current employees.

**Section 22.03 - Arbitration/Litigation 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 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 23 - CERTIFICATIONS/LICENSES**

### **Section 23.01 - Certifications and Licenses**

All employees are required to maintain the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. Employees shall be required to have all current licenses and certifications within their reach while on duty. In the event an employee's license or certification cards are lost or stolen, a photocopy will meet the requirements of this section, if allowed by law, until a replacement is obtained. 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. It is the responsibility of each individual employee to ensure that all licenses, certificates, and/or accreditations are maintained. Employees who have not provided an updated license or certification and/or accreditation or informed the Company of their inability to maintain an updated license or certification and/or accreditation seven (7) calendar days prior to the expiration of the license, certification/accreditation shall be removed from the shift schedule without pay. Employees who are removed from the schedule during the seven (7) calendar day period and who attain their required license, certification and/or accreditation within the seven (7) calendar day period shall be immediately returned to the schedule. Employees who have not attained an updated license or certification and/or accreditation within the seven (7) calendar day period shall be placed on a thirty day leave of absence without pay as identified in Section 23.02 (B) of this Article.

### **Section 23.02 - Expiration or Loss of Certifications and Licenses**

- A. Employees who perform work duties without the required license, certificate and/or accreditation shall be discharged from employment.
  
- B. Employees who notify the Employer prior to the expiration or loss of a required license, certificate and/or accreditation shall be placed on unpaid administrative leave as of the expiration of the license, certification and/or accreditation. Employees who are placed on unpaid administrative leave for not having an up to date license, certification and/or accreditation shall receive a final written warning. Such employees shall be given thirty (30) calendar days to obtain a current and valid license, certificate and/or accreditation. If the employee is already on a final written warning pursuant to this section and fails to maintain a required license, certificate and/or accreditation the employee shall be automatically discharged from employment.
  
- C. Failure to obtain the required license, certificate or accreditation within thirty (30) calendar days is cause for separation from employment. Employees who obtain the required license, certificate or accreditation within the thirty (30) calendar day period shall be returned to work.

- D. This Section is not intended to hold employees responsible for any demonstrated administrative or clerical errors caused by any licensing, certifying and/or accrediting agency, provided the employee can demonstrate that the error is caused by the certifying and/or accrediting agency.

**Section 23.03 - Suspensions of Required Certifications and Licenses**

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

**Section 23.04 - Employees on Leave of Absence**

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. Failure to maintain such licenses, certifications, and/or accreditations is cause for separation from employment.

**Section 23.05 - Driver Exclusion**

Employees who drive Company vehicles are subject to the motor vehicle record requirements of the AMR Driver Qualification Standard which is part of the Company's national vehicle safety policy. The applicable AMR Driver Qualification Standard is attached to this Agreement as Appendix "D" and incorporated herein.

Employees who are excluded from driving Company vehicles by the Employer's insurance carrier or by application of the AMR Driver Qualification Standard are subject to appropriate corrective action, up to and including discharge. All drivers shall be solely responsible for remaining properly certified and/or licensed according to state requirements to drive ambulances and/or other Company vehicles.

## **ARTICLE 24 – MISCELLANEOUS**

### **Section 24.01 - Outside Employment**

The Employer shall be considered by all full-time employees covered by this Agreement as their employer of first choice. Work requirements, including scheduled and non-scheduled overtime, will have precedence over any outside employment for full-time employees. No full-time employee shall be allowed to work for another public or private provider of primary emergency and/or non-emergency medical transportation services who is a direct competitor of the Company without prior written approval from the Employer. The Employer reserves the right to revoke prior approval of any full-time employee's outside employment if the Employer subsequently determines that such employment places the employee in an actual conflict of interest. Employees who are unable to maintain a high standard of work performance or are unable to report to duty as required by the Employer as a result of outside employment are subject to appropriate corrective action, up to and including termination.

The Employer will not pay any benefits for injuries or illness resulting from outside employment except as provided for by the employee's medical insurance, PTO accruals, or required by applicable law.

### **Section 24.02 - Subcontracting**

The Employer shall not contract or subcontract for any work normally performed by employees covered by this Agreement. Nor shall the Employer assign non-bargaining unit employees to perform any bargaining unit work or assignments (i.e., any work within the primary geographic areas covered by the bargaining unit and contractual work originating from within the bargaining unit) when bargaining unit employees are otherwise available and willing to perform the work.

### **Section 24.03 - Replacement of Personal Items**

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

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

### **Section 24.04 - Automated Vehicle Locator/Global Positioning Systems**

Information obtained from automatic vehicle locators and/or similar satellite global positioning systems may not be relied upon by the Employer as the sole basis or only evidence, (except for out of chute and call response time issues), to support corrective action against any bargaining unit

employee. However, such information may be relied upon by the Employer in conjunction with other evidence to support corrective action.

### **Section 24.05 - Fitness for Duty**

The Employer may subject employees to job related fitness for duty medical examinations and/or a physical agility tests to ensure employees can safely perform the essential functions of their job classifications as specified in established Company job descriptions. The Employer shall be solely responsible for the cost of fitness for duty medical examinations and/or physical agility tests. Employees shall receive their regular compensation for all time spent commuting to and from fitness for duty examinations and/or physical agility tests and for the time spent in the examination and/or test itself measured from the operations center to the location of the fitness for duty examination and/or physical agility test.

The Employer may subject employees returning from any leave of absence to a job-related physical agility test as specified herein. Employees returning from such leaves lasting more than thirty (30) days will be allowed to return to their regular job classifications and job assignments only upon the presentation of an unrestricted work release form and successfully passing the physical agility test. The Employer reserves the right to require employees returning from such leaves lasting less than thirty (30) days to successfully pass the physical agility test.

The Employer may subject employees to fitness for duty medical examinations when there are objectively identifiable reasons to believe that an employee may not be capable of performing the essential functions of their job classification.

Personnel conducting fitness for duty medical examinations on behalf of the Employer pursuant to this section shall be appropriately qualified to conduct the medical examination. Employees shall not be required to authorize a greater release of information to the Employer other than 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.

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 a fitness for duty medical examination and/or a physical agility test, the employee will be placed on leave of absence for a maximum of sixty (60) days without pay or until the employee successfully passes the examination and/or physical agility test, whichever occurs first. Employees may utilize any accrued PTO during such a leave of absence. Employees who remain unable to pass a fitness for duty medical examination and/or a physical agility test after the extended leave may be separated from employment, subject to the requirements of applicable leave and disability laws.

**Section 24.06 - Audio/Video Recording**

Due to the nature of the services the Employer provides, the Employer reserves the right to utilize video recording equipment in or on any of the Employer's owned or leased properties in locations that may include, but are not limited to, parking areas, apparatus floor, supply/storage areas, and narcotics storage areas. The Employer agrees that there shall be no video recording equipment in bathrooms, sleep quarters, and/or living areas. However, the Employer may utilize video recording equipment in living areas if such areas contain supply/storage areas and/or narcotics storage areas. In such circumstances the Employer agrees that only fixed cameras will be utilized to the extent necessary to view those areas.

The parties' memorandum of understanding on Drive-Cam recording dated November 19, 2018 is attached to this contract as Appendix E and modified as follows: Additionally, the Employer agrees that it will not utilize any current audio recording functionality of the two-way drive cam system.

**Section 24.07 -Records of Conversation/Records of Coaching (ROC)**

The Employer and the Union recognize that documented Records of Conversation/Records of Coaching (ROC) can be used to remedy employee performance problems and modify behavior that does not rise to the level of corrective action in order to promote the achievement of excellent performance.

Documented Records of Conversation/Records of Coaching (ROC) shall be stored separately from the employee's personnel file. The Employer and the Union agree that documented Records of Conversation/Records of Coaching (ROC) shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 25 - HEALTH AND SAFETY**

### **Section 25.01 - Safety Compliance**

- A. The Employer recognizes its responsibility to provide a safe and healthful working environment for employees. The Union also recognizes its responsibility to cooperate with the Employer in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.
  
- B. The Employer shall at all times provide safe materials, equipment, vehicles and working conditions for all employees covered under this Agreement. The Employer will provide regular OSHA training and instruction in driver safety and proper lifting/extrication techniques to those employees whose duties and/or job performance would relate to or benefit from such training.
  
- C. No employee shall be required to work with unsafe equipment that would be hazardous to him/her or to his/her coworkers and/or a patient's health and safety. Employees who believe equipment is unsafe or hazardous to their health and safety or to his/her co-workers and/or a patient's health and safety shall report such equipment to their immediate supervisor. The Supervisor will place the equipment out of service until assessment by the Employer is made. If after assessment by the Employer the employees concern is substantiated, the employee will be issued new equipment. If the concern is not validated the employee shall utilize the equipment. No employee will be subject to corrective action for properly reporting, in good faith, a valid health or safety problem to the Employer.
  
- D. In the event a patient is violent or poses a significant threat to the safety of a crew, law enforcement assistance may be requested to aide in controlling the patient.

### **Section 25.02 - Safety Equipment**

The Employer shall provide the following safety equipment in accordance with operational guidelines to all employees covered by this Agreement:

- A. One (1) pair leather work gloves
- B. One (1) pair Uvex or similar style protective glasses
- C. One (1) pair of OSHA/ Cal OSHA certified earmuff hearing protection
- D. Safety Helmets
- E. Safety jackets or reflective safety vests

Employees are responsible for wearing Employer-provided safety equipment.

**Section 25.03 - Company Paid Immunizations**

The Employer will provide the following immunizations and/or follow-up testing at no cost to employees:

- A. Hepatitis B
- B. Hepatitis B – Titers
- C. Measles, mumps and rubella [MMR] vaccination (MMR)
- D. Chicken pox / shingles / varicella vaccination
- E. Meningitis vaccination
- F. DP/Tetanus
- G. Influenza
- H. T.B. Testing
- I. As otherwise required by the federal, state, or county departments of public health

If the Employer provides an immunization, the Employer shall not be responsible for fees incurred by any employee who obtains it elsewhere. All employees shall either obtain each immunization provided by the Employer or sign a waiver as requested by the Employer.

**Section 25.04 - Employee Responsibility, Health and Safety**

Employees operating a unit as partners shall be jointly responsible for the loss or damage to property, vehicles, on-board equipment or supplies, resulting from employee dishonesty, willful acts, or gross negligence. If the loss or damage is admittedly or clearly the fault of only one of the employees, then that employee shall be individually responsible.

## **ARTICLE 26 – SUBSTANCE FREE WORKPLACE AND TESTING**

### **Section 26.01 - Drug Testing Policy**

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 in Appendix “C” of this Agreement, except as provided in this Article.

### **Section 26.02 - Modification of Drug Testing Policy**

The AMR Substance Abuse Prevention Policy appearing in Appendix “C” of 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 6 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 5.5 is superseded by Section 26.04 of this Agreement.
- D. 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.”
- E. 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 drug or alcohol abuse was a contributing factor to the particular incident.
- 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.

**Section 26.03 - Right to Representation**

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.

**Section 26.04 - Random Drug Testing**

The Union and the Employer agree that any system of random or periodic substance testing shall be prohibited for bargaining unit employees, unless performed in accordance with a “Last Chance Agreement” as specified in the “AMR Substance Abuse Prevention Policy” appearing in Appendix “C” of 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 27 - FULL UNDERSTANDING**

### **Section 27.01 - Saving Clause**

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

### **Section 27.02 - Amendments**

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between, and executed by, the Employer and the Union.

### **Section 27.03 - Full Understanding**

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement constitutes the sole and entire existing agreement between the parties with respect to the subjects or matters referred to or covered by this Agreement and supersedes all private agreements, commitments and practices, whether oral or written, regarding such subjects or matters.

With respect to the negotiations leading to the execution of this Agreement, the fact that a proposal was made and withdrawn during the course of those negotiations shall not be used to prove that the party making the proposal had in any manner given up any rights granted to him elsewhere in this Agreement.

**ARTICLE 28 - SUCCESSOR CLAUSE**

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

## **ARTICLE 29 – ATTENDANCE AND PUNCTUALITY**

Employees must report to work punctuality as scheduled and work all scheduled hours/shifts and any required overtime. Excessive tardiness and poor attendance disrupts work flow, increases the workload of fellow employees, and may affect morale and/or the quality of customer service. Good attendance and punctuality are fundamental responsibilities of each employee.

Occurrences of tardiness and absenteeism are tracked on a continual ninety (90)-day basis. These occurrences are recorded from electronic time reports cross-referenced with daily time sheets.

Approved Paid Time Off (PTO), shift trades/give-a-ways, and authorized leave of absences are exempt from this Article.

Excessive absences or tardiness may result in corrective action. Corrective action for excessive tardiness/absenteeism is outlined as follows:

Three (3) unauthorized occurrences of absenteeism (two (2) infractions of tardiness shall equal one (1) occurrence of absenteeism) within any consecutive ninety (90) day period may result in corrective action (Absence for two (2) or more consecutive shifts due to a specific injury/illness counts as one occurrence). Additionally, absenteeism, for the purpose of this paragraph, only includes those instances where supervision was notified of the absence prior to the beginning of the shift.

Tardy is defined as being ~~or~~ more than six minutes and fifty-nine second (00:06:59) late for the start of the shift.

Unauthorized Absence is defined as not pre-approved by the Employer, or not excused by a doctor's note, or determined to be an unusual occurrence by the Employer.

No Call/ No Show is defined as when employee fails to report for their scheduled shift or notify supervision of their absence after two (2) hours of their scheduled start time and is considered a serious violation. Any two (2) No Call/No Shows days in any twelve (12) month rolling period may result in termination.

Unauthorized absence on any approved company holiday will count as two (2) unauthorized absences. Unauthorized absence as a result of an employee calling off on a day(s) that he/she had previously submitted a PTO request for, and whose request was subsequently denied, will count as one (1) unauthorized absence. Acceptance of a doctor's note for absence on an approved company holiday will be at the sole discretion of the employer.

AMR\_\_\_\_\_

AFSCME\_\_\_\_\_

Employees who call off for a scheduled shift shall not be eligible for any incentive pay during that pay period in which the call off occurred.

Excluding No Call/No Shows, if corrective action is limited to violation of this guideline and the employee corrects the problem such that he/she experiences no further attendance corrective actions for one hundred and eighty (180) consecutive days the previous documentation will not be considered toward future attendance violations.

Employees who leave an assigned work area or shift without obtaining permission from an immediate supervisor shall be subject to corrective action.

Employees must notify the Operations Supervisor prior to the start of their assigned shift whenever they are unable to work, know they will be late, or must leave early. Such notification should include reason for and an indication of when the employee is expected to report/return to work.

Unless authorized, employees will not be required or permitted to work any period of time before or after scheduled starting or quitting times for the purpose of making up time lost because of tardiness, unauthorized absence, authorized absence, or any other reason if the result will be that the employee works more than their regularly scheduled hours during the pay period.

Employees who have no occurrences of absences or tardiness in a calendar year shall be awarded twelve (12) additional hours of PTO in the first pay period of the following year.

### **ARTICLE 30 – CRITICAL INCIDENT STRESS MANAGEMENT**

- 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 at the training rate.
- B. Any additional certifications, training, licensure, and equipment required by the Employer shall be provided to the Team Member at no cost.
- C. Any employee who is placed on CISM leave shall be paid for the remainder of their shift if recommended by the CISM Coordinator in consultation with the Operations Manager or his/her designee. Any additional paid time must be approved by the Regional Director in coordination with the CISM Coordinator. For any additional time off needed, the employee may use their PTO at their discretion without incurring an attendance occurrence.

## ARTICLE 31 - TERM OF AGREEMENT

This Agreement shall commence on January 1, 2019 and shall continue in full force and effect through midnight on December 31, 2022. The parties agree that there shall be no retroactive implementation of any term or condition of this Agreement. Additionally, the Union and the Employer agree that all terms and conditions of this Agreement will remain in full force and effect, unless changed by mutual agreement of both parties. If either party desires to negotiate a successor Agreement, written notice shall be given to the other party not less than one-hundred-twenty (120) calendar days prior to expiration of this Agreement, unless both parties agree to waive this time period.

### FOR THE COMPANY

American Medical Response of  
Southern California

By: \_\_\_\_\_  
Thomas Wagner (Date)  
President, West Region  
American Medical Response

By: \_\_\_\_\_  
David Banelli (Date)  
Vice President Labor Relations  
American Medical Response

By: \_\_\_\_\_  
Douglas Key (Date)  
Regional Director  
American Medical Response

By: \_\_\_\_\_  
Aaron D. Nupp (Date)  
Labor Relations Negotiator  
American Medical Response

### FOR THE UNION

United Emergency Medical  
Services Workers, Local 4911,  
AFSCME AFL-CIO

By: \_\_\_\_\_  
Jason Brollini (Date)  
Executive Director  
UEMSW, Local 4911

By: \_\_\_\_\_  
Gary Storrs (Date)  
Labor Economist  
AFSCME

By: \_\_\_\_\_  
Craig Daily (Date)  
President  
UEMSW, Local 4911

By: \_\_\_\_\_  
Richard Rodriguez (Date)  
President, Chapter 9  
UEMSW, Local 4911

By: \_\_\_\_\_  
Samuel Maddaluna (Date)  
Chief Steward  
UEMSW, Local 4911

AMR\_\_\_\_\_

AFSCME\_\_\_\_\_

By: \_\_\_\_\_  
Joseph Gunton (Date)  
Chief Steward  
UEMSW, Local 4911

By: \_\_\_\_\_  
Joseph Silk (Date)  
Shop Steward  
UEMSW, Local 4911

## APPENDIX A – EMT WAGE SCALES

\*Note-Rates highlighted in yellow shall only apply to those employees who were hired prior to ratification of the Agreement. Rates highlighted in red shall be the maximum hourly rates for those employees who are hired after the ratification of the Agreement.

2019 EMT Hourly Rates			January 2020 EMT Hourly Rates			July 2020 EMT Hourly Rates			January 2021 EMT Hourly Rates			January 2022 EMT Hourly Rates		
Step	Non 24 HR	24 Hr	Step	Non 24 HR	24 Hr	Step	Non 24 HR	24 Hr	Step	Non 24 HR	24 Hr	Step	Non 24 HR	24 Hr
Starting Wage	\$ 15.60	\$ 15.60	Starting Wage	\$ 16.90	\$ 16.90	Starting Wage	\$ 16.90	\$ 16.90	Starting Wage	\$ 18.20	\$ 18.20	Starting Wage	\$ 19.50	\$ 19.50
0	\$ 17.00	\$ 17.00	0	\$ 17.68	\$ 17.68	0	\$ 17.49	\$ 17.49	0	\$ 18.20	\$ 18.20	0	\$ 19.57	\$ 19.57
1	\$ 17.08	\$ 17.00	1	\$ 17.77	\$ 17.68	1	\$ 18.30	\$ 18.30	1	\$ 18.80	\$ 18.80	1	\$ 19.57	\$ 19.57
2	\$ 17.16	\$ 17.00	2	\$ 17.85	\$ 17.68	2	\$ 18.39	\$ 18.30	2	\$ 19.68	\$ 19.68	2	\$ 20.21	\$ 20.21
3	\$ 17.24	\$ 17.00	3	\$ 17.93	\$ 17.68	3	\$ 18.47	\$ 18.30	3	\$ 19.77	\$ 19.68	3	\$ 21.15	\$ 21.15
4	\$ 17.32	\$ 17.00	4	\$ 18.01	\$ 17.68	4	\$ 18.55	\$ 18.30	4	\$ 19.86	\$ 19.68	4	\$ 21.25	\$ 21.15
5	\$ 17.39	\$ 17.00	5	\$ 18.09	\$ 17.68	5	\$ 18.64	\$ 18.30	5	\$ 19.95	\$ 19.68	5	\$ 21.35	\$ 21.15
6	\$ 17.47	\$ 17.00	6	\$ 18.17	\$ 17.68	6	\$ 18.72	\$ 18.30	6	\$ 20.04	\$ 19.68	6	\$ 21.44	\$ 21.15
7	\$ 17.49	\$ 17.00	7	\$ 18.19	\$ 17.68	7	\$ 18.81	\$ 18.30	7	\$ 20.13	\$ 19.68	7	\$ 21.54	\$ 21.15
8	\$ 18.03	\$ 17.00	8	\$ 18.75	\$ 17.68	8	\$ 18.83	\$ 18.30	8	\$ 20.22	\$ 19.68	8	\$ 21.64	\$ 21.15
9	\$ 18.56	\$ 17.00	9	\$ 19.31	\$ 17.68	9	\$ 19.41	\$ 18.30	9	\$ 20.24	\$ 19.68	9	\$ 21.73	\$ 21.15
10	\$ 19.13	\$ 17.00	10	\$ 19.89	\$ 17.68	10	\$ 19.98	\$ 18.30	10	\$ 20.86	\$ 19.68	10	\$ 21.76	\$ 21.15
11	\$ 19.70	\$ 17.00	11	\$ 20.48	\$ 17.68	11	\$ 20.59	\$ 18.30	11	\$ 21.48	\$ 19.68	11	\$ 22.43	\$ 21.15
12	\$ 20.30	\$ 17.00	12	\$ 21.11	\$ 17.68	12	\$ 21.20	\$ 18.30	12	\$ 22.14	\$ 19.68	12	\$ 23.09	\$ 21.15
13	\$ 20.90	\$ 17.00	13	\$ 21.73	\$ 17.68	13	\$ 21.85	\$ 18.30	13	\$ 22.79	\$ 19.68	13	\$ 23.80	\$ 21.15
14	\$ 21.53	\$ 17.00	14	\$ 22.39	\$ 17.68	14	\$ 22.49	\$ 18.30	14	\$ 23.48	\$ 19.68	14	\$ 24.50	\$ 21.15
15	\$ 22.18	\$ 17.00	15	\$ 23.07	\$ 17.68	15	\$ 23.17	\$ 18.30	15	\$ 24.18	\$ 19.68	15	\$ 25.25	\$ 21.15
16	\$ 22.85	\$ 17.00	16	\$ 23.76	\$ 17.68	16	\$ 23.88	\$ 18.30	16	\$ 24.91	\$ 19.68	16	\$ 25.99	\$ 21.15
17	\$ 23.52	\$ 17.00	17	\$ 24.46	\$ 17.68	17	\$ 24.59	\$ 18.30	17	\$ 25.67	\$ 19.68	17	\$ 26.78	\$ 21.15
18	\$ 24.23	\$ 17.00	18	\$ 25.20	\$ 17.68	18	\$ 25.32	\$ 18.30	18	\$ 26.44	\$ 19.68	18	\$ 27.59	\$ 21.15
19	\$ 24.96	\$ 17.16	19	\$ 25.96	\$ 17.85	19	\$ 26.08	\$ 18.30	19	\$ 27.22	\$ 19.68	19	\$ 28.42	\$ 21.15
20	\$ 25.71	\$ 17.68	20	\$ 26.74	\$ 18.38	20	\$ 26.87	\$ 18.47	20	\$ 28.04	\$ 19.68	20	\$ 29.26	\$ 21.15
21	\$ 26.49	\$ 18.21	21	\$ 27.55	\$ 18.94	21	\$ 27.68	\$ 19.03	21	\$ 28.88	\$ 19.86	21	\$ 30.14	\$ 21.15
22	\$ 27.29	\$ 18.76	22	\$ 28.39	\$ 19.51	22	\$ 28.51	\$ 19.60	22	\$ 29.75	\$ 20.45	22	\$ 31.05	\$ 21.34
23	\$ 28.11	\$ 19.32	23	\$ 29.24	\$ 20.10	23	\$ 29.38	\$ 20.20	23	\$ 30.65	\$ 21.07	23	\$ 31.98	\$ 21.99
24	\$ 28.95	\$ 19.90	24	\$ 30.11	\$ 20.70	24	\$ 30.26	\$ 20.80	24	\$ 31.58	\$ 21.71	24	\$ 32.95	\$ 22.65
25	\$ 29.81	\$ 20.49	25	\$ 31.00	\$ 21.31	25	\$ 31.16	\$ 21.42	25	\$ 32.53	\$ 22.36	25	\$ 33.95	\$ 23.34
26	\$ 30.72	\$ 21.12	26	\$ 31.94	\$ 21.96	26	\$ 32.09	\$ 22.06	26	\$ 33.50	\$ 23.03	26	\$ 34.97	\$ 24.04
27	\$ 31.63	\$ 21.75	27	\$ 32.90	\$ 22.61	27	\$ 33.06	\$ 22.73	27	\$ 34.50	\$ 23.71	27	\$ 36.01	\$ 24.76
28	\$ 32.58	\$ 22.40	28	\$ 33.88	\$ 23.29	28	\$ 34.05	\$ 23.41	28	\$ 35.54	\$ 24.43	28	\$ 37.08	\$ 25.49
29	\$ 33.56	\$ 23.07	29	\$ 34.90	\$ 23.99	29	\$ 35.07	\$ 24.11	29	\$ 36.60	\$ 25.16	29	\$ 38.21	\$ 26.27
									30	\$ 37.70	\$ 25.92	30	\$ 39.35	\$ 27.05
												31	\$ 40.53	\$ 27.86

## APPENDIX B – PARAMEDIC WAGE SCALES

2019 Paramedic Hourly Rates			January 2020 Paramedic Hourly Rates			July 2020 Paramedic Hourly Rates			January 2021 Paramedic Hourly Rates			January 2022 Paramedic Hourly Rates		
Step	Non-24hr rate	24hr Rate	Step	Non-24hr rate	24hr Rate	Step	Non-24hr rate	24hr Rate	Step	Non-24hr rate	24hr Rate	Step	Non-24hr rate	24hr Rate
Starting Wage	\$ 16.60	\$ 16.60	Starting Wage	\$ 17.90	\$ 17.90	Starting Wage	\$ 17.90	\$ 17.90	Starting Wage	\$ 19.20	\$ 19.20	Starting Wage	\$ 20.50	\$ 20.50
0	\$ 18.92	\$ 18.92	0	\$ 19.68	\$ 19.68	0	\$ 18.62	\$ 18.62	0	\$ 19.33	\$ 19.33	0	\$ 20.74	\$ 20.74
1	\$ 19.24	\$ 18.92	1	\$ 20.01	\$ 19.68	1	\$ 20.47	\$ 20.47	1	\$ 20.11	\$ 20.11	1	\$ 20.88	\$ 20.88
2	\$ 19.81	\$ 18.92	2	\$ 20.61	\$ 19.68	2	\$ 20.81	\$ 20.47	2	\$ 22.11	\$ 22.11	2	\$ 21.71	\$ 21.71
3	\$ 20.42	\$ 18.92	3	\$ 21.23	\$ 19.68	3	\$ 21.43	\$ 20.47	3	\$ 22.48	\$ 22.11	3	\$ 23.87	\$ 23.87
4	\$ 21.02	\$ 18.92	4	\$ 21.86	\$ 19.68	4	\$ 22.08	\$ 20.47	4	\$ 23.14	\$ 22.11	4	\$ 24.28	\$ 23.87
5	\$ 21.66	\$ 18.92	5	\$ 22.53	\$ 19.68	5	\$ 22.74	\$ 20.47	5	\$ 23.85	\$ 22.11	5	\$ 25.00	\$ 23.87
6	\$ 22.31	\$ 18.92	6	\$ 23.20	\$ 19.68	6	\$ 23.43	\$ 20.47	6	\$ 24.56	\$ 22.11	6	\$ 25.76	\$ 23.87
7	\$ 22.97	\$ 18.92	7	\$ 23.89	\$ 19.68	7	\$ 24.13	\$ 20.47	7	\$ 25.30	\$ 22.11	7	\$ 26.52	\$ 23.87
8	\$ 23.67	\$ 18.92	8	\$ 24.61	\$ 19.68	8	\$ 24.85	\$ 20.47	8	\$ 26.06	\$ 22.11	8	\$ 27.33	\$ 23.87
9	\$ 24.37	\$ 18.92	9	\$ 25.35	\$ 19.68	9	\$ 25.60	\$ 20.47	9	\$ 26.83	\$ 22.11	9	\$ 28.15	\$ 23.87
10	\$ 25.10	\$ 18.92	10	\$ 26.11	\$ 19.68	10	\$ 26.36	\$ 20.47	10	\$ 27.65	\$ 22.11	10	\$ 28.98	\$ 23.87
11	\$ 25.86	\$ 18.92	11	\$ 26.89	\$ 19.68	11	\$ 27.15	\$ 20.47	11	\$ 28.47	\$ 22.11	11	\$ 29.86	\$ 23.87
12	\$ 26.63	\$ 18.92	12	\$ 27.70	\$ 19.68	12	\$ 27.96	\$ 20.47	12	\$ 29.32	\$ 22.11	12	\$ 30.75	\$ 23.87
13	\$ 27.43	\$ 18.92	13	\$ 28.53	\$ 19.68	13	\$ 28.80	\$ 20.47	13	\$ 30.20	\$ 22.11	13	\$ 31.67	\$ 23.87
14	\$ 28.25	\$ 19.41	14	\$ 29.38	\$ 20.19	14	\$ 29.67	\$ 20.47	14	\$ 31.11	\$ 22.11	14	\$ 32.62	\$ 23.87
15	\$ 29.09	\$ 20.00	15	\$ 30.26	\$ 20.80	15	\$ 30.55	\$ 21.00	15	\$ 32.04	\$ 22.11	15	\$ 33.60	\$ 23.87
16	\$ 29.96	\$ 20.60	16	\$ 31.16	\$ 21.42	16	\$ 31.47	\$ 21.63	16	\$ 33.00	\$ 22.68	16	\$ 34.60	\$ 23.87
17	\$ 30.87	\$ 21.21	17	\$ 32.11	\$ 22.06	17	\$ 32.40	\$ 22.28	17	\$ 33.98	\$ 23.36	17	\$ 35.64	\$ 24.49
18	\$ 31.79	\$ 21.85	18	\$ 33.07	\$ 22.73	18	\$ 33.39	\$ 22.95	18	\$ 35.00	\$ 24.06	18	\$ 36.70	\$ 25.23
19	\$ 32.74	\$ 22.51	19	\$ 34.05	\$ 23.41	19	\$ 34.39	\$ 23.64	19	\$ 36.06	\$ 24.78	19	\$ 37.80	\$ 25.98
20	\$ 33.73	\$ 23.18	20	\$ 35.08	\$ 24.11	20	\$ 35.41	\$ 24.35	20	\$ 37.14	\$ 25.53	20	\$ 38.95	\$ 26.76
21	\$ 34.75	\$ 23.88	21	\$ 36.14	\$ 24.84	21	\$ 36.49	\$ 25.08	21	\$ 38.25	\$ 26.29	21	\$ 40.11	\$ 27.57
22	\$ 35.78	\$ 24.60	22	\$ 37.22	\$ 25.58	22	\$ 37.58	\$ 25.83	22	\$ 39.40	\$ 27.08	22	\$ 41.31	\$ 28.40
23	\$ 36.86	\$ 25.34	23	\$ 38.33	\$ 26.36	23	\$ 38.70	\$ 26.60	23	\$ 40.59	\$ 27.90	23	\$ 42.56	\$ 29.25
24	\$ 37.96	\$ 26.09	24	\$ 39.48	\$ 27.14	24	\$ 39.86	\$ 27.41	24	\$ 41.80	\$ 28.73	24	\$ 43.84	\$ 30.13
25	\$ 39.10	\$ 26.88	25	\$ 40.67	\$ 27.96	25	\$ 41.06	\$ 28.22	25	\$ 43.05	\$ 29.60	25	\$ 45.15	\$ 31.03
26	\$ 40.28	\$ 27.69	26	\$ 41.89	\$ 28.80	26	\$ 42.29	\$ 29.07	26	\$ 44.34	\$ 30.48	26	\$ 46.50	\$ 31.97
27	\$ 41.48	\$ 28.52	27	\$ 43.14	\$ 29.66	27	\$ 43.56	\$ 29.95	27	\$ 45.68	\$ 31.40	27	\$ 47.89	\$ 32.92
28	\$ 42.73	\$ 29.37	28	\$ 44.44	\$ 30.55	28	\$ 44.87	\$ 30.85	28	\$ 47.05	\$ 32.34	28	\$ 49.33	\$ 33.91
29	\$ 44.02	\$ 30.26	29	\$ 45.78	\$ 31.47	29	\$ 46.21	\$ 31.77	29	\$ 48.46	\$ 33.31	29	\$ 50.81	\$ 34.93
30	\$ 45.34	\$ 31.16	30	\$ 47.15	\$ 32.41	30	\$ 47.61	\$ 32.72	30	\$ 49.91	\$ 34.31	30	\$ 52.34	\$ 35.98
						31	\$ 49.04	\$ 33.71	31	\$ 51.42	\$ 35.34	31	\$ 53.90	\$ 37.06
									32	\$ 52.96	\$ 36.40	32	\$ 55.53	\$ 38.17
												33	\$ 57.19	\$ 39.31

## APPENDIX C – SUBSTANCE ABUSE PREVENTION POLICY



# AMR SUBSTANCE ABUSE PREVENTION POLICY

Version 2.0 <> Effective 05/01/2018

<u>SECTION</u>	<u>TOPIC</u>	<u>PAGE</u>
*	INTRODUCTION.....	1
1.0	POLICY STATEMENT.....	2
2.0	STANDARDS OF EMPLOYEE CONDUCT.....	2
3.0	DRUG & ALCOHOL SCREENING.....	3
4.0	PRE-EMPLOYMENT DRUG TESTING.....	3
5.0	DRUG & ALCOHOL SCREENING / TESTING, CURRENT EMPLOYEES.....	4
6.0	DRUG & ALCOHOL TEST PROCESS.....	5
7.0	DRUG & ALCOHOL TEST METHODS.....	5
8.0	CONFIRMATION OF TEST RESULTS.....	6
9.0	ALCOHOL TEST FAILURE CRITERIA & CONSEQUENCES.....	6
10.0	DRUG TEST FAILURE CRITERIA & CONSEQUENCES.....	6
11.0	EMPLOYEE ASSISTANCE PROGRAM.....	7
12.0	SELF-DISCLOSURE OF A DRUG OR ALCOHOL PROBLEM.....	7
13.0	EDUCATION AND TRAINING.....	7
14.0	EXCEPTIONS.....	7

### 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.

AMR\_\_\_\_\_

AFSCME\_\_\_\_\_

## ENFORCEABILITY

AMR has written policies, procedures, and protocols, and has created expectations that are intended to align with the company's values. The policies and procedures guide AMR employees in their everyday work, and it is the company's desire that its employees understand the expectations associated with the policies and procedures that provide guidance to them in their daily tasks, particularly those that are directly related to the safe and effective completion of the company's mission.

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.

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- (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) Discovery of an open container of alcohol, controlled substances or drug paraphernalia in an employee’s possession while at work
    - (3) Alleged felony activity while on duty related to use, possession or distribution of illegal substance or alcohol
- 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, as part of a last-chance agreement, 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 Director of Safety and Risk Management, in writing, and in advance of any such exception(s) being taken.

## APPENDIX D – DRIVER QUALIFICATION STANDARD



Version 5.0 <> Effective 02/01/2016  
Replaces: AMR Vehicle Safety Policy Version 4.0

### Driver Qualification Standards

- A.1 All individuals who drive a Company vehicle as part of their job duties must continuously meet the following standards as evidenced by their comprehensive driving record and/or the Company's incident records. AMR will periodically review driving records.
- A.2 Individuals who operate Company vehicles as part of their job duties must:
- (a) Be at least 18 years old
  - (b) Have a valid driver's license and state-required endorsements applicable to their job, if any
  - (c) Not have a currently suspended, revoked or forfeited driver's license, even if the suspension, revocation or forfeiture does not apply to employment usage
  - (d) Not have a conviction for any of the following (or state equivalents) within the prior 36-month period [per driving records]:
    1. DUI, DWI, BAC, Driving with Ability Impaired, or other alcohol/drug-related offense involving the use of a motor vehicle
    2. Hit and run or leaving the scene of an accident
    3. Reckless driving
    4. Falling asleep at the wheel
    5. Speed contest or exhibition of speed
    6. Fleeing or eluding a police officer
    7. Use of a vehicle in a felony
    8. More than two (2) moving violations
  - (e) Not have more than two (2) on-duty collisions that involve corrective action for violation of the AMR Vehicle Safety Policy in the prior 36 months [per the Company's incident records].
  - (f) Not have more than three (3) of the following in combination as reflected by driving records and / or the Company's incident records within the prior 36 months:
    1. Moving violations [per driving records].
    2. On-duty collisions that involve corrective action for violation of the AMR Vehicle Safety Policy [per the Company's incident records].

**APPENDIX E – DRIVE-CAM MOU**

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