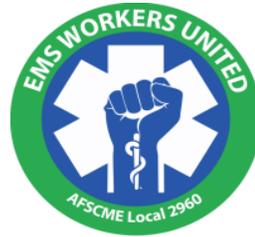


# **COLLECTIVE BARGAINING AGREEMENT**

**-between-**

**EMS WORKERS UNITED**

**AFSCME LOCAL 2960**



**AND**

**RIVER MEDICAL, INC**



**EFFECTIVE: September 11, 2015**

**RATIFIED: September 10, 2015**

**EXPIRES: June 30, 2019**

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## **AGREEMENT**

This Agreement is entered into on September 11, 2015, by River Medical, Inc. (hereinafter referred to as “the Employer” or “Management”) and the United Emergency Medical Services Workers, Local 2960, AFSCME, AFL-CIO (hereinafter referred to as “the Union”). It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and relationships between the Employer and the Union. In the spirit of this continuing harmonious and cooperative relationship, the Employer and the Union agree to implement and exercise the provisions of this contract in a fair and responsible manner. Therefore, the parties agree by their duly authorized agents to comply with the terms set forth in the following pages for the specified term of this Agreement.

## **ARTICLE 1. Recognition**

### **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 28-RC-108994.

The bargaining unit shall include all full-time and regular part-time Registered Nurses, Emergency Medical Technicians (EMTs), and Paramedics at, and out of, its facility located at Mohave and La Paz Counties in Arizona, excluding all other employees, including office clerical, dispatchers, managerial employees, guards, and supervisors as defined in the National Labor Relations Act (NLRA) as amended.

Except for disputes specifically pertaining to the definition of covered employees as certified in the NLRB election petition, the provision, (Scope of Agreement) shall be excluded from the grievance and arbitration procedure.

This Agreement shall serve to govern where a Company policy, procedure, rule or regulation issued by the Company is in conflict with this Agreement.

### **Section 1.02 - Bargaining Unit Work**

- A. During the term of this Agreement, the Employer will not subcontract work if the subcontract will have the purposes or effect of displacing bargaining unit employees or eroding the bargaining unit.
- B. Once the Employer has entered into a subcontract the Union will be given written notification and will be given the opportunity to meet and confer with the Employer to determine any identifiable impacts such action may have on the bargaining unit. Should the Union decline to meet, or if it does not respond within seven (7) calendar days after receipt of the notification from the Employer, the Employer shall be relieved from any further obligations under the meet and confer process.
- C. Provisions of this section shall not apply to any crossover, mutual aid, or automatic aid situations from any geographical areas which the employer is required to provide service. Nothing above shall require the Employer to alter, modify, or withdraw from a contract for service.

## **ARTICLE 2. Union Dues Check-Off**

### **Section 2.01 - Dues Deduction**

The Employer agrees to deduct from the wages of bargaining unit employees, in accordance with the terms of an employee signed dues authorization card for monthly dues, and lawful assessments in amounts designated by the Union. Said deductions shall be made the first payroll period of each month and forwarded to the Union monthly thereafter. Upon transmittal of said funds, the Employer shall not incur any financial obligation and responsibility with respect to such deductions. The Union agrees to indemnify, defend and hold the 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 in compliance with this section.

The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an unpaid leave of absence, or (e) an arbitration award; or (f) revocation of the check-off authorization in accordance with the Union's constitution or bi-laws. Notwithstanding (a), (b), (c), (d), (e) and (f) above, upon the return of an employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for re-employed employees shall be governed by paragraph 1 hereof.

### **Section 2.02 - Dues Changes**

The President or other authorized official of the Union will notify the Employer in writing when the Union's dues structure changes. The change will be effective at the beginning of the first full pay period after the change is received and shall be implemented retroactively if necessary.

### **Section 2.03 - Member Transfers Out of Bargaining Unit**

If a union member is transferred to a non-bargaining unit position within the Company, the Company will automatically stop payroll deductions of Union dues effective the following pay period.

### **Section 2.04 - PEOPLE**

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

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

The Union agrees to indemnify and hold the Company harmless against any and all claims, suits, orders, or judgments brought or issued against the Company as a result of any action taken or not

taken by the Company pursuant to any written or oral communication from the Union under the provisions of this Article.

## **ARTICLE 3. Union Rights**

### **Section 3.01 - Shop Stewards**

The Employer recognizes the right of the Union to select a reasonable number of shop stewards. Shop stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the individuals serving as authorized shop stewards. Within thirty (30) calendar days following the ratification of the Agreement, the Union shall notify the Employer in writing of the designated Union representatives and stewards. Additionally, the Union agrees to 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 which the Employer has requested the shop steward to attend.

### **Section 3.02 - Union Access**

- A. The parties agree that Union access to the Employer's facilities or work stations will be permitted when necessary for employee representation, to investigate a grievance, or to present a grievance. The Union and/or bargaining unit employees shall not solicit Union membership, or collect Union dues during working time on Company property, or be overheard by patients, customers, or the public discussing any other type of Union business any other type of Union business during work time.
  
- B. The Union agrees that its staff representative or another authorized representative shall notify the Employer twenty-four (24) hours prior to the intended visit by contacting the Operations Manager or his/her designee, before visiting the Employer's premises. Unless the parties have otherwise scheduled a meeting, Union visits will be permitted only between 0800 and 2000 hours.
  
- C. The Union agrees that during visits to the Employer's premises, its representation shall not interfere with the performance of work duties by any employee, and that all Union staff representatives will abide by relevant Employer's work rules and policies, including but not limited to all health and safety rules and all Employer Standards of Conduct.

### **Section 3.03 - Union Bulletin Boards**

The Employer will allow Union bulletin boards, (paid for by the Union) for the Union's use. The Employer shall install said bulletin boards at its offices and substations to which bargaining unit employees have regular access at no cost to the Union. Bulletin boards shall be used to post official Union business (on Union letterhead stationery or an official Union publication). The Operations Manager shall receive copies of all material to be posted prior to the time of posting. The bulletin boards will be maintained by the shop steward and official Union representative, with the posting or removal of bulletins and publications to be handled only by the same. The Employer and the Union recognize the Employer's right to remove posted material which is derogatory or damaging to the Employer's business or industry after providing notice to the Union steward or representative. Materials shall be posted upon the bulletin board space as designated and not upon walls, doors, windows, etc.

**Section 3.04 - New Employee Orientation**

The Union shall be allowed to meet with employees attending each new orientation program. The Employer shall use its best efforts to provide the Union with seven (7) calendar days advance notice of upcoming new employee orientations. Union representatives shall pre-schedule the meeting date through the Operations Manager or his/her designee and shall be allowed a maximum of fifteen (15) minutes to address the employees. The Employer reserves the right to have a member of management present during any such meetings. The Union shall not use the meetings to attack, defame, or portray the Company in a negative manner.

## **ARTICLE 4. Management Rights**

### **Section 4.01 - Basic Management Rights**

The parties agree that the Employer's rights include the operations of the Employer's business, the direction of the working forces, the planning and control of operations, the introduction of new or improved facilities or methods of operations, the determination of the number, size, and location of its facilities or ambulance units, or any part thereof, and the extent to which, and the means by which, its facilities or ambulance units, or any part thereof, shall be operated, relocated, shutdown, or abandoned; the right to terminate, merge, consolidate, sell, otherwise transfer business or any part thereof; the right to relieve Employees from duty because of lack of available work or for other legitimate reasons, to transfer Employees, to determine the minimum qualifications of experience, health or fitness for any job covered hereby, the right to select, require and administer proficiency examinations, the right to establish appropriate discipline for failure to comply therewith; and the right to appraise the qualifications of any Employee, including the right to hire, evaluate, lay-off, transfer, promote, suspend, issue corrective action or discharge for just cause, are vested solely and exclusively in the Employer. Acting Supervisors shall be assigned and/or relieved at the sole discretion of the Employer; they shall have recourse through the dispute procedure process set forth in this Agreement for the adjustment of such disputes.

### **Section 4.02 - Number of Employees and Ambulance Units Needed**

The Employer shall be the sole judge of the number of Employees (full-time, regularly scheduled part-time, Field Training Officer (FTOs), Acting Supervisors, etc.), and ambulance units needed at any time, and shall solely schedule all Employees and units.

### **Section 4.03 - Substantial Changes**

The Employer will meet and confer with the Union prior to implementing substantial changes in terms and conditions of employment as defined in the National Labor Relations Act, not otherwise covered by this Agreement.

The Employer shall notify the Union at least thirty (30) days prior to implementation of any decision that impacts matters within the scope of representation for bargaining unit employees. The Employer may take action only after satisfying its obligations under the National Labor Relations Act. If, after written notification to the Union regarding such actions, the Union fails to respond within seven (7) calendar days, the Union waives its right to meet and confer on the particular matter. It is understood that in circumstances beyond the control of the Employer, it may be necessary for the Employer to implement a change immediately. In this case, the Employer will meet with the Union as soon as feasible.

### **Section 4.04 - Exclusion of Management Rights**

All of the provisions of this Article are understood to be the rights of the Employer, except as may be modified elsewhere in this Agreement. The above statements of the Employer's rights shall not be deemed to exclude other rights not listed herein.

**Section 4.05 - Failure to Exercise Management Rights**

If the Employer fails to exercise any one or more of the above-named rights, powers or authority, from time-to-time, this will not be deemed a waiver of the Employer's right to exercise any or all of such rights, powers, or authority in the future.

**Section 4.06 - Employer Rules**

The Union recognizes the sole rights of the Employer to determine, establish, delete or eliminate, and change rules and regulations at any time the Employer deems necessary, provided such rules and regulations shall not conflict with the terms of this Agreement. Within sixty (60) days after the effective date of this Agreement, the Employer will provide each Employee who is not already in receipt of an updated copy and the Union with an updated copy of the current personnel policies and Standard Operating Procedures. All subject changes and updates will be communicated to all Employees, with a copy to the Union fourteen (14) days in advance. It is understood that Employees will be required to acknowledge receipt of such rules, policies and operating procedures, and will be held personally accountable for complying with these rules, policies and operating procedures.

## **ARTICLE 5. Corrective Action and Discharge**

### **Section 5.01 - Corrective Action Defined**

The Employer and the Union recognize the intent of corrective action is to remedy performance problems and modify inappropriate behavior. While the Employer may attempt to accomplish those objectives through training, education, and/or progressive corrective action, 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. 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 progression.

### **Section 5.02 - Employee Representation**

Any employee who requests Union representation shall be entitled to representation during any investigatory interview.

The Company will provide the affected employee with thirty-six (36) hours' notice to obtain a union steward. This time period may be extended upon mutual agreement between the Union and the Employer. The representative for the employee shall be a duly authorized Union Officer, Union Steward, official or representative.

### **Section 5.03 – Corrective Action Notices**

The Employer shall notify an employee in writing of any corrective action or discharge. The notice shall identify the reasons(s) for the corrective action or discharge and the effective date of the action.

The Employer agrees to provide the Union, upon request, with a copy of a suspension or termination within five (5) working days of the request. The Employer agrees to provide language on the corrective action notice to the effect that the employee's signature is only an acknowledgement of receipt.

The Employer and the Union encourage employees to sign disciplinary action notices and understand that a signature is an acknowledgement of receipt only. Should the employee refuse to sign, a supervisor's signature will serve as evidence that the employee did receive the disciplinary action notice.

### **Section 5.04 - Retention Period**

The Employer shall maintain all records of corrective action in the employee file. Corrective action notifications exceeding the time limits listed below shall not be used for the purposes of increasing the level of corrective action. Corrective action issued for patient care, harassment and work place violence violations shall not have a time limit to their viability and use.

- |                           |           |
|---------------------------|-----------|
| A. Verbal Warnings        | 6 months  |
| B. Written Warnings       | 12 months |
| C. Final Written Warnings | 18 months |
| D. Suspensions            | 24 months |

Should a lower level corrective action become void prior to the expiration of a higher level of corrective action, the higher level of corrective action shall remain in full force and effect until its expiration date, and shall not be reduced to a lower level.

**Section 5.05 – Disclosure**

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 and 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 Employer will produce requested documents and information as defined in this Section within three (3) business days from the date of the Union’s request. Requests for information shall be directed to the Operations Manager or his/her designee.

**Section 5.06 - Time Limits**

To be valid, written corrective action notices must be issued to the affected employee within thirty (30) calendar days after the Employer became aware of the alleged misconduct, or upon the identification of the employee(s) claimed by the Employer to have engaged in alleged misconduct, whichever is later. The time limit for issuing corrective action and discharge notices may be extended with the mutual agreement of the parties on a case-by-case basis. However, the thirty (30) calendar day time limit shall be automatically extended when delayed by the involvement of state or local law enforcement or state or local EMS agencies, or the employee or key witnesses are unavailable.

**Section 5.07 - Incident Reports**

Employees shall, upon request, submit Company incident reports prior to the conclusion of their shift. In the event an employee is unable to complete an incident report prior to the conclusion of their shift, the employee may be allowed time prior to clocking out to complete the report, provided the employee attains prior approval from the Employer and shall be paid as time worked at the employee’s regular hourly rate. No employee shall be required to complete an incident report while off duty, unless mutually agreed to by the employee and the Employer. Employees may retain a copy for their records.

## ARTICLE 6. Grievance Procedure and Arbitration

### **Section 6.01 - Grievance Procedure**

- A. The purpose of this procedure is a timely adjustment of any dispute or grievance that arises concerning the interpretation or application of any of the terms of this Agreement including but not limited to any dispute concerning wages, benefits, and working conditions, such matters shall be adjusted according to the procedures and conditions set forth below.

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.

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

- B. **Step One** – The employee or the Union through its shop steward or field representative shall submit the grievance in writing via U.S. Postal Service certified mail or hand delivery to the Operations Manager within fifteen (15) calendar days of the occurrence giving rise to the grievance. Grievances sent by certified mail shall be deemed timely if postmarked or hand delivered fifteen (15) calendar days or less from the date of the grievance or Union should reasonably have been made aware of the event giving rise to the grievance. The written grievance must include the following:
1. The specific provision of the Agreement alleged to be misapplied, misinterpreted or violated;
  2. The remedy sought; and
  3. A statement(s) identifying the specific facts of the situation.

The Operations Manager or designee shall schedule a meeting and meet with the grievant and/or his /her Union representative within fifteen (15) calendar days and give his/her answer in writing within fifteen (15) calendar days after such discussion. Grievances resolved at this step shall not be precedent setting.

- C. **Step Two** - If the procedure in Step One fails to resolve the grievance, the grievance shall be submitted to the General Manager in writing via U.S. Postal Service certified mail or hand delivery within fifteen (15) calendar days after the receipt of the Step One answer. The parties shall schedule a meeting and meet in an attempt to resolve the issue within fifteen (15) calendar days after such submission of the Step two grievance. The General Manager or his/her designee shall respond in writing within fifteen (15) calendar days from the date of the meeting.

- D. **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 General Manager's reply to the grievance at Step Two, the parties may meet to discuss the possibility of signing a written agreement to submit the dispute to voluntary non-binding mediation.

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.

If the parties sign a written agreement to submit the dispute to mediation within ten (10) calendar days after the Union's receipt of the General Manager's answer to the Step Two grievance, then the deadline to submit the grievance to arbitration (Step Four) shall not begin to run until the date the mediator gives his/her oral recommendations to the parties. Otherwise, the deadline to submit the grievance to arbitration shall begin to run on the date the Union receives the General Manager's answer to the Step Two grievance.

- E. **Step Four** - In case of failure of the parties to settle the grievance at Step Two, (or at Step Three, if the parties have agreed to voluntary mediation) the Union shall be entitled to request that the grievance be referred to arbitration within fifteen (15) calendar days from the Union's receipt of the Employer's Step Two response. The parties shall endeavor to select an arbitrator mutually agreeable to the parties to hear and resolve the grievance. Should the parties be unable to agree on an arbitrator, the Union shall request a list of seven (7) arbitrators from the American Arbitration Association (AAA). Within fifteen (15) calendar days from the receipt of the list from AAA, the parties shall select an arbitrator by the process of alternately striking names from such list. The party to strike the first name shall be determined by lot.

F. **Arbitration**

1. The Parties understand and agree that the arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement. The Parties further agree that the arbitrator shall conduct the hearing within the scope and in accordance with the terms of this Agreement, and that the arbitrator's decision shall be based solely on the evidence and arguments presented by the Parties.
2. 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.
3. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievance appealing the imposition of corrective action and

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

4. The fees and expenses of the arbitrator shall be borne by the losing party. Unless mutually agreed upon, costs and fees for court reporters and hearing transcripts shall be borne solely by the party requesting such services. The parties shall incur their own expenses for legal representation.

**Section 6.02 - Awards**

The Parties agree that in no event shall any award be retroactive beyond the effective date on which the grievance was originally presented in writing, and that any monetary awards shall be reduced by any unemployment compensation or other interim compensation earned or received by the grievant.

**Section 6.03 - Arbitrator Decisions**

The Parties agree that the decision or award of the Arbitrator shall be final and binding on the Company, the Union and the grievant.

**Section 6.04 - Time Limits**

The Parties understand and agree that the time deadlines set forth above may be extended or shortened only by written agreement between the Parties. The Parties further agree that if the Company fails to comply with any time deadline set forth above, then the Union may proceed immediately to the next step of the grievance and arbitration procedure, and that if the Union fails to comply with any time deadline set forth above, then the grievance shall be deemed to have been waived or withdrawn by the Union and the grievant.

**Section 6.05 - Participants**

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

## **ARTICLE 7. Probationary Employees**

### **Section 7.01 - Probationary Periods**

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

- A. Full Time: Six (6) months from date of hire
- B. Part Time: Twelve (12) months or 1092 hours worked from date of hire

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 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 from the six (6) month point of employment.

An employee who changes his/her job classification shall be required to successfully complete a ninety (90) day trial period in the new classification. An employee in the trial period, who does not successfully complete the ninety (90) day trial period at the new level, may be reverted back to their previous classification provided an open position exists without any adverse effect to their eligibility for benefits dependent upon the situation. In the event an open full-time position is not available the employee will be placed in to a part-time position in their previous classification, provided an open part-time position is available, with the first right of return to the next open full-time position within their previous classification. Actions other than a return to the prior classification level will be subject to the grievance and arbitration procedures outlined in the Agreement.

### **Section 7.02 - Discharge During Probation**

At any point during or at the end of the probationary period, the Company may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this agreement.

### **Section 7.03 - Compensation During Probation**

Notwithstanding any other provisions of this agreement, the only compensation for employees during their probationary period shall be the applicable probationary wage rate.

## **ARTICLE 8. Health and Safety**

### **Section 8.01 - 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/rapid manual 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 under hazardous conditions and/or with unsafe equipment. Employees who become aware of hazardous conditions and/or unsafe equipment shall immediately report such conditions and/or equipment to their immediate supervisor. If, after assessment by the Employer the employees concern is substantiated, the employee will be issued new equipment and/or removed from such conditions. If the concern is not validated the employee shall utilize the equipment and/or continue with any work assignment previously given. Employees who willfully fail to report hazardous conditions and/or unsafe equipment shall be subject to corrective action up to and including termination. No employee will be subject to corrective action for reporting a health or safety problem.

### **Section 8.02 - Employer 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 as required
- C. Influenza - annually
- D. T.B. Testing - annually
- E. 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 8.03 - Safety Equipment**

The Employer shall provide and replace, through normal wear and tear, at no cost to employees, the following safety equipment in accordance with applicable State or Federal regulations and operational guidelines to all employees covered by this Agreement:

- A. Two (2) pairs leather work gloves
- B. Two (2) pairs Uvex or similar style protective glasses
- C. Hearing protection
- D. OSHA compliant reflective safety vests

- E. Any additional Personal Protective Equipment (PPE) as determined by the Employer, in its sole discretion.

Employees are responsible for wearing Employer-provided safety equipment, as applicable.

**Section 8.04 - Ergonomics**

The Employer agrees to maintain the existing ambulance seating for the driver and attendant in the front compartment consisting of captain's style chairs with or without arm rests as applicable. Additionally, the Employer agrees to repair or replace any chair damaged or broken through normal wear and tear within a reasonable amount of time.

**Section 8.05 - Employee Responsibility**

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.

**Section 8.06 – Critical Incident Stress Debriefing**

Critical Incident Stress Debriefing (CISD) shall be made available to any employee upon request through MHN. The Employer reserves the right following a recognized mass casualty or significant incident call to refer an employee to EAP for assessment and treatment.

## **ARTICLE 9. Education and Training**

### **Section 9.01 - Continuing Education and Training**

The Employer may provide continuing education courses, in service training and other forms of training and education that may be used to meet certification, licensing and accreditation requirements, and to satisfy additional Employer and regulatory agency requirements for their classifications at no cost to employees.

### **Section 9.02 - Field Training Officers**

The Employer, in its sole discretion based on its determination of need, may seek volunteers to act as Field Training Officers (FTO's) or for the purpose of training new employees. The Employer decision to award or revoke the employee's status as an FTO shall not be subject to the grievance and arbitration provisions of this Agreement.

### **Section 9.03 - Mandatory Training**

Employees are required to attend and/or complete Employer mandated training as a condition of continued employment. The cost of such training shall be borne entirely by the Employer. All time spent by employees attending and/or completing Employer mandated training shall be paid as hours worked.

The Employer will post a training schedule at all stations identifying mandatory training at least thirty (30) calendar days in advance. The Employer agrees to provide a sufficient number of training sessions to allow employees a reasonable opportunity to attend. However, the Union acknowledges and agrees that there may be instances where, due to operational needs or other circumstances, mandatory training will occur with less than thirty (30) days advance notice.

Employees are required to attend and/or complete one of the posted mandatory training sessions. If an employee fails to attend and/or complete one of posted mandatory training sessions, unless excused from attendance and/or completion because of approved leaves of absence or other legitimate reasons, the employee may be subject to corrective action. The employee shall be solely responsible for scheduling makeup training and any associated cost of the makeup training if applicable. Employees who do not complete the makeup training within thirty (30) days from the originally scheduled training date, or the first available makeup training scheduled by the Employer, and who were given an opportunity to attend such training will be deemed to have resigned from employment.

### **Section 9.04 - 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 unless excused from completion because of approved leaves of absence. Those who do not complete the training by the date designated by the Employer will be subject to immediate suspension and/or termination. 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. Newly hired employees who do not complete the training within thirty (30) calendar days from their date of employment will be subject to immediate suspension and/or termination.

Employees shall receive one (1) hour of pay as hours worked upon completion and verification of the online training that was completed while off duty, but only with prior approval from the Employer.

## **ARTICLE 10. Hours of Work**

### **Section 10.01 – Workweek/Workday Defined**

The definition of a work week and workday shall be as follows:

- A. Workweek: The workweek shall consist of seven (7) consecutive days beginning at 0000.00 Monday and ending at 2359.59 the following Sunday. Payroll is issued bi-weekly.
- B. Workday: The workday shall be defined as a twenty-four (24) hour period beginning at 0000.00 and ending at 2359:59.

### **Section 10.02 – Work Hours**

#### **A. Full-Time Employees**

Full-time employees are defined as Employees who are regularly scheduled to work an average of forty (40) or more hours per week. Full-time employees may apply on line through the company software program for posted part-time positions as an internal candidate to become a part-time employee. Selections made for part-time positions shall be at the sole discretion of the Employer.

#### **B. Regular Part-Time Employees**

Regular part-time employees are defined as employees who are not on a regular schedule. Regular part-time employees are defined as those employees who must work a minimum of three (3) shifts per month with at least one (1) shift on a weekend. Additionally, all part-time employees must work one (1) company recognized holiday per year. Part-time employees must work their selected shifts in order to retain their employment with the Employer; except in cases where the Employer is unable to offer scheduled hours. Failure of a part time employee to meet this requirement more than once in a rolling calendar year shall subject the part-time employee to discharge. Part-time employees may apply on line through the company software program for posted full time positions as an internal candidate to become a full-time employee. Selections made for full time positions shall be at the sole discretion of the Employer.

### **Section 10.03 - Shift Bids**

The bidding of full time positions will occur, in April of each year to be effective the first full pay period in May and September of each year to be effective the first full pay period in October. The Union shall conduct the shift bids in the first week of April and the first week of September each year of this agreement based on the requirements of the Employer which may include, types of shifts (e.g. 24hr shifts, non-24hr shifts, Supervisor shifts etc.) dates, locations, units, and times. Such information shall be provided to the Union no later than March 15th and August 15<sup>th</sup>. Shifts will be awarded based upon seniority as defined in Article 11. The Employer may change the result of the shift bid when a significant personality conflict between two (2) employees on a car, legitimate customer concerns, or proven quality of care issues. In circumstances beyond the control of the Employer, the Employer may, at its discretion, require the Union to conduct an additional shift bid as a result of unforeseen changes within the system or significant business fluctuations.

**Section 10.04 - Maximum Consecutive Hours**

No employee shall work more than thirty-six (36) regularly scheduled consecutive hours without a minimum break period of eight (8) hours rest before returning to work, except for those employees who are regularly scheduled to work forty-eight (48) consecutive hours at the Arizona Proving Grounds (APG), or with prior approval from the Employer. Employees who work a regularly scheduled forty-eight (48) consecutive hour shift at the Arizona Proving Grounds (APG) must have eight (8) hours rest before returning to work.

**Section 10.05 - System Status Management**

The Employer is bound to response time commitments and reserves the right to amend the unit deployment and staffing plans as necessary to insure financial and contractual obligations and will notify the Union prior to any such changes. In reviewing deployment and staffing plans, the Employer may consider recommendations from the Labor Management Committee(s). However, the decision to make such changes shall not be negotiable or grounds for a grievance. Prior notice shall not be required if a change is made to address acts outside the control of the Employer, but in no case shall a change to address such acts be continued for more than forty-five (45) days without the required notice.

- A. If the system status changes affect more than fifty percent (50%) of the Employer's regularly scheduled shifts, the Employer will authorize the Union to conduct a business unit-wide shift bid.
- B. Long Distance Transfer Rotation - Upon the Employer receiving official notification of an inter-facility transfer of 100 miles or more the Employer will, to the best of its abilities dispatch the crew that is next up for a LDT according to the Long Distance Transfer Rotation. This section does not apply to employees working at the Arizona Proving Grounds (APG).

**Section 10.06 - Report in Pay**

- A. Any full-time employee who reports to work as scheduled or requested by the Employer and who is not permitted to work through no fault of their own shall be assigned to another unit for the duration of the originally scheduled shift, be assigned alternative work for the remainder of their scheduled shift, or be released from duty. In the event another unit becomes available at any time while the employee is still on duty the Employer may assign an employee to that unit, and that employee shall accept assignment to the unit for the remainder of his/her originally scheduled hours.
- B. The Employer will attempt to notify employees as soon as possible of the cancellation of any scheduled overtime shifts.

### **Section 10.07 - Paid Breaks**

- A. Employees shall be paid for all hours worked including during meal and rest periods.
- B. Non-emergent Inter-facility Transfers exceeding 100 Miles  
Employees performing non-emergent inter-facility transfers exceeding 100 miles shall limit themselves to quick food service. Restaurant dining or sit down dining is limited to twenty (20) minutes and meals must be taken within two (2) miles of the drop off destination.
- C. Bathroom Breaks
  - 1. Bathroom breaks shall not be unreasonably withheld.
  - 2. The Employer shall provide reasonable access to bathroom facilities.

### **Section 10.08 - Overtime**

All hours worked in excess of forty (40) hours in a work week will be paid at one and one half times (1.5x) the employees regular straight time rate of pay. 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 10.09 - Holdover**

For the remainder of 2015, employees shall be subject to holdover per the Employer's status quo.

Effective January 1, 2016, the Employer reserves the right to holdover any employee past the end of their regularly scheduled shift for up to eight (8) hours for employees working twenty four (24) hour shifts, and up to six (6) hours for employees working non-twenty four (24) hour shifts.. A holdover shall be defined as any duty assignment that prevents an individual or crew from clocking out at the end of the employees' regularly scheduled shift. However, employee(s) on holdover shall be required to respond and complete any assigned calls regardless of the amount of hours on holdover. Additionally, employees working twenty-four (24) hour shifts shall remain on duty until relief arrives. The Employer shall use its best efforts to not assign an employee(s) a long distance transfer in excess of two hundred (200) miles one (1) way during a holdover. If a holdover exceeds two (2) hours, the employee or crew will only be responsible for internal vehicle cleaning, inside paperwork and end of shift responsibilities.

Effective January 1, 2016, employees who are holdover in excess of three (3) hours will be paid an additional premium of one half times (.5x) their regular hourly rate of pay for all hours worked in excess of three (3) hours while on holdover. Employees who are holdover in excess of five (5) hours will be paid an additional premium of one times (1x) their regular hourly rate of pay for all hours worked in excess of five (5) hours while on holdover. At no time shall an employee be paid more than two times (2x) his/her straight time hourly rate for hours worked while on holdover. Hours paid at the premium rate shall not be counted as hours worked for the purposes of calculating overtime.

In the event an employee is to be held over on a mandatory basis, the Employer will notify the employee as soon as possible.

Should the potential for a mandatory holdover arise, every possible effort will be made by the on-duty supervisor or his/her designee to find voluntary coverage before a mandatory holdover is implemented.

If the Union is able to demonstrate that pattern of multiple holdovers is occurring on a specific shift(s) and or with specific crews, the Employer agrees it will meet with the Union in an attempt to find alternative solutions to help reduce holdovers to the extent possible to do so.

**Section 10.10 - Two Employees/Same Assignment**

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

**Section 10.11 - Shift Trades**

Full-time and regularly scheduled part-time employee shall be entitled to trade shifts in accordance with the following procedure:

- A. Employees shall be entitled to five (5) shift trades per month. However, the Employer may approve additional shift trades at its sole discretion.
- B. A completed shift trade request must be submitted via the Employer's scheduling software at least four (4) business days prior to the date of the requested trade. The Employer will respond (i.e., approve or deny) electronically to the request within forty eight (48) hours prior to the start of the requested shift trade. To be considered valid, a completed shift trade request will include the approval of both employees. Requests submitted less than four (4) business days prior to the date of the requested trade may be considered for emergencies or extenuating circumstances. Any approval of shift trades for emergencies or extenuating circumstances shall be at the sole discretion of the Employer.
- C. Shift trades will be approved at the discretion of the Employer designee. This discretion will be exercised reasonably.
- D. Employees may only trade full shifts or the first or last twelve (12) hour segment of a twenty-four (24) hour shift.
- E. 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.
- F. An employee's shift trade is not approved until such time as they have received electronic approval from the Employer.

- G. Shift trades must occur within the same pay week.
- H. Shift trades shall not result in additional overtime.
- I. Shift trades shall not result in uncovered hours.
- J. Employees will be held accountable for shifts they agree to cover.
- K. A regular part-time employee may trade a prescheduled shift provided that it is done in accordance with the above and it does not violate his/her availability requirements.

**Section 10.12 - Open Shifts**

When the Employer determines a shift is open, such shift shall be offered based on the following parameters:

- A. Process-
  - 1. Open shifts shall be filled through the Employer’s scheduling software.
- B. Availability –
  - 1. All known available shifts shall be made available via the Employers scheduling software posted no later than the fifteenth (15<sup>th</sup>) of each month.
  - 2. Part time employees shall be assigned a thirty (30) minute block of time based on seniority, and by classification, beginning at 0800 hours on the 18<sup>th</sup> of each month to log onto the Employers scheduling software in order to select regularly scheduled available open shifts within their classification for the following month.
  - 3. Part time employees who were unable to select available open shifts within their classification on the 18<sup>th</sup> shall be allowed to access the Employers scheduling software on the 19<sup>th</sup> of each month on a first come, first served basis, in order to select any remaining regularly scheduled available open shifts within their classification for the following month.
  - 4. All employees may submit availability on-line by the 21<sup>st</sup> of the month for the following month.
  - 5. Employees who submit availability by the 21<sup>st</sup> of the preceding month will be given priority for filling open shifts.
  - 6. Shifts will only be awarded when the shift is entirely within the employee’s availability.
  - 7. It is the employee’s responsibility to update their availability on-line if it should change.
  - 8. Employees will not be contacted to confirm availability and are required to work the shift that they have made themselves available for.
- C. Filling open shifts –
  - 1. Open shifts will first be filled based on availability submitted by the 15<sup>th</sup> of the prior month in the following order:

- i. Regular part-time employees in order of seniority who have not worked or are not scheduled to work more than 30 hours in the week and will not exceed 30 hours in the week if they work the open shift.
  - ii. Regular part-time employees in order of seniority who will not work or are not scheduled to more than forty two (42) hours in the week and will not exceed forty two (42) hours in the week if they work the open shift.
  - iii. Full Time employees with the least number of worked hours in the week. In the event the number of hours worked is equal then by classification seniority in rotation.
  - iv. Any shifts not awarded within classification shall be awarded to any qualified employee willing to work with the least number of worked hours in the week.
  - v. The Employer shall notify employees who submitted request for specific open shifts whether or not they were awarded the open shift no later than the last business day of each month.
2. Remaining open shifts will be filled based on availability submitted by employees after the twenty first (21<sup>st</sup>) of the prior month by classification seniority based on the steps outlined in sub-section C (i-v.) above. However, employees who submitted availability per this section shall not be required to work a shift they submitted availability for if they have not been assigned to the shift twenty-four (24) hours prior to the start of said shift. However, employees may still voluntarily work the shift should they chose to.
  3. Any shifts that remain open after following the process defined above shall be filled at the sole discretion of the Employer.

**Section 10.13 – Brown Outs**

In the event the Employer determines a need to reduce the number of operating units/personnel on any given day, or in any given geographic location(s), it shall have the ability to do so at its sole discretion and will attempt to do so in the following order to the best of its abilities:

- A. Volunteers;
- B. Non-Bargaining unit personnel (excluding Field Supervisors);
- C. Bargaining unit personnel working an overtime shift;
- D. Part Time personnel;
- E. Bargaining unit personnel with greater than or equal to forty (40) hours worked in that workweek; and
- F. Bargaining unit personnel with less than forty hours worked in that workweek.

## **ARTICLE 11. Seniority**

### **Section 11.01 - Seniority Defined**

- A. Company seniority shall be defined as an employee's continuous full-time or part-time employment, including any previous employment with the previous employer(s), from the employee's most recent date of hire. Continuous full-time seniority shall be used for purposes of determining time off accruals, lay-off and recall, internal transfers to another Employer Operation, and benefits. Seniority for employees who change job classifications, (e.g. EMT to Paramedic) shall remain unchanged for purposes of time-off accruals and benefits.
  
- B. Classification seniority shall be defined as an employee's continuous employment from the employee's service date into the employee's current job classification and shall be used for the purposes of shift bidding.

### **Section 11.02 - Seniority Point Accrual**

The Union shall be responsible to maintain the seniority list based on the guidelines outlined below. All decisions that are subject to seniority application will be made based on the most recent seniority list which was prepared by the Union. The Employer will have no liability for the preparation of seniority dates, however, the Company will provide the Union with the dates of hire for all new hire and the start and end dates of such events that apply to the loss of seniority point accrual(s) as outlined in 11.03 below twice yearly in December and June.

#### **Procedures:**

- A. Shift bid points are calculated for both full and part-time employees. Points are accrued on the basis of company seniority and classification seniority. Employees that have transferred in from another AMR operation will be credited with company seniority on length of service at the previous AMR location equivalent to two (2) points for every month worked.
  
- B. Full time employees will earn two (2) points for every month worked and two (2) points for every month in their respective job classification, e.g. a full time employee may earn a total of 4 points per month (classification points will only begin accumulating when the employee is in a Full-time status and covered under this Agreement.
  
- C. Part-time employees will earn two (2) points for every month worked. These points will be company seniority points, e.g. a part time employee may earn a total of 2 points per month. Part time employees do not accrue classification seniority, while in part-time status. Part-time employees who become full-time employees will be retroactively credited with classification seniority points equal to fifty percent (50%) of their continuous part-time employment.
  
- D. When an employee changes their job classification in a progressive manner, e.g. EMT to Paramedic the employee will lose their current classification seniority points and begin accumulating under the new classification, but maintain their company seniority points.

Length of service points are accumulated for consecutive months worked within any AMR location.

- E. Employees choosing or required to change job classifications in a regressive manner, e.g. Paramedic to EMT will retain all current seniority points.
- F. Shift bid points shall be posted semi-annually (January and July). Disputes over seniority points shall be in writing along with supporting documentation. Any disputes regarding seniority points shall be the sole responsibility of the Union to resolve
- G. In the event that two or more employees have the same date of hire and application date, relative seniority shall be determined by the earlier(est) national registry certification number.

### **Section 11.03 - Loss of Seniority**

- A. Employees shall not accrue seniority points for unpaid leaves of absence, excluding FMLA and Military leave (no seniority accrual)
- B. Employees shall lose all seniority rights and employment will cease for any of the following reasons:
  - 1. Resignation.
  - 2. Discharge for just cause.
  - 3. Six (6) months of continuous layoff. This may be extended in increments of three (3) months by mutual agreement of the parties.
  - 4. Failure to report on recall to work following layoff within fourteen (14) days after notice by certified mail has been received by the employee.

### **Section 11.04 - Layoff and Recall**

#### **A. Notice of Layoff**

The Employer shall notify affected Employees and the Union of any anticipated layoff as far in advance as practical, but in no case less than ten (10) calendar days. The ten (10) calendar day provision will not apply if the layoff is caused by cancellation of a contract that provides for less than a ten (10) calendar day notification and/or if the contracting customer provides the Employer with less than a ten (10) calendar day notice.

#### **B. Layoff Procedure**

In the event it becomes necessary to make a work force reduction, layoffs will occur in reverse Company seniority order, within each applicable classification. In the unlikely event of a need of workforce reduction, layoff shall proceed within each affected classification as follows:

- 1. Probationary employees will be laid off first, in an order to be determined at the Employer's discretion; then
- 2. Affected full-time employees by inverse order of Company seniority within the applicable classification. Affected full-time employees shall be offered an available, open regular part-time position, then

3. Affected full-time employees who have accepted a regular part-time positions in #2 above, shall be integrated into the regular part-time seniority list.

In the event of loss of a portion of the Employer's business (e.g. certification of necessity (CON); contract of service, etc. employees subject to displacement based upon the loss of such business but not subject to a layoff based upon their level of Company seniority shall be offered a shift bid in seniority order applicable to the open shifts created by the layoff as referenced in this Article.

**C. Recall Procedure**

As positions become available and the Employer elects to fill such available positions, Employees on lay-off status shall be recalled based on Company seniority within the classification, beginning with the most senior qualified laid-off Employee. Employees shall be eligible for recall from lay off for a period of six (6) months. The Employer shall send a certified letter to all eligible employees notifying them of the recall. Recalled employees who fail to respond within seven (7) calendars days from the date of the recall letter, or refuse a recall shall be considered to have waived their recall rights. Positions shall be filled based on the seniority of the employees that respond within the seven (7) calendar day period as noted above. Recalled employees who accept a recall position must report to work within twenty one (21) calendar days from the date of receipt of the recall letter. Any Employee recalled from lay-off must be qualified to perform the work available and have all required valid certifications and licenses at time of recall. No new employee(s) may be hired until such time as all qualified laid off employees, whose recall rights have not expired, have been recalled, resigned, or refused reinstatement.

**Section 11.05 - Seniority Lists**

The Union shall provide the Employer with a seniority list of all regular full-time employees covered by this Agreement, and a seniority list of all regular part-time employees covered by this Agreement, both of which shall also include each employee's seniority date. Such seniority list shall be provided annually in January and a minimum of sixty (60) days prior to any shift bid, or within five (5) days after the written request.

**Section 11.06 - Filling Vacant Shift**

As positions become vacant it shall be the Employer's discretion as to how and when they shall be filled and staffed. If the Employer determines a position(s) shall be filled through a bid process, it shall be subject to the following provisions:

- A. Such position shall be posted for seven (7) calendar days, to be bid upon by active full-time employees. Employees on a leave of absence shall not be entitled to bid for a vacant position until such time as they return to active status. Any resulting vacancy/vacancies shall be filled at the discretion of the Employer in accordance with this Agreement.
- B. The most senior qualified employee applying for the posted vacant position shall be assigned to the vacancy.

- C. No full time employee shall be required to move from their bidded position to a vacant position.

**Section 11.07 - Special Assignments Bidding**

The Employer reserves the right to designate a number of shifts for Special Assignments and to assign the employee(s) it believes is most qualified for the assignment. The Employer may, at any time, remove an employee(s) from a Special Assignment with or without cause. The Employer will communicate and counsel employees on performance issues that cause an employee to be removed from a Special Assignment.

**Section 11.08 - Administrative Moves**

The Employer reserves the right to transfer employees for administrative reasons at the discretion of the Employer. An administrative reason is strictly limited to the following situations: 1) significant personality conflict between two (2) employees on a car, 2) legitimate customer concerns, and 3) proven quality of care issues. Administrative reasons shall not be arbitrary. In the case of personality conflicts, the employee who complains shall be the employee that is removed from the shift.

## **ARTICLE 12. Holidays and PTO**

### **Section 12.01 - Holidays Observed**

The Employer recognizes the following holidays as being eligible for premium pay as set forth below:

- A. New Year's Day
- B. Embracing Diversity Day (3<sup>rd</sup> Monday in February)
- C. Memorial Day
- D. Independence Day
- E. Labor Day
- F. Veterans' Day
- G. Thanksgiving Day
- H. Christmas Day

Employees are eligible for holiday pay starting on the first day of employment. Employees must work their last schedule day before a holiday or their first scheduled working day following the holiday in order to be eligible for holiday pay unless the employee is approved to be off on these days. Employees must work the holiday in order to be eligible for holiday pay.

Employees who work holidays will be paid a holiday premium rate, in addition to their regular compensation, equal to one half times (.5x) the employee's base straight time hourly rate. Holiday compensation will be paid for all hours worked on the holiday between 0000.00 and 2359.59 hours. In no event will an employee be paid greater than one and one-half times (1.5x) his/her regular base straight time hourly rate for hours worked on a holiday, unless an employee(s) is on holdover, in which case the employee will receive a combined holiday/holdover premium which shall not exceed two times (2x) the employees straight time hourly rate of pay. Holiday hours paid at the premium rate will count towards overtime. There shall be no duplication and/or pyramiding of hours that are compensated at the holiday premium rate.

### **Section 12.02 - Paid Time Off (PTO)**

Full time employees covered by this Agreement shall be eligible to accrue Paid Time Off ("PTO") from their date of hire in accordance with the schedule specified in this section based upon years of company seniority. PTO may not be scheduled or used until it is accrued, and until the probationary employee has successfully completed their probationary period. PTO may be used for vacation, illness, injury, and personal time. PTO will run concurrently with other leaves as specified in this Agreement and/or applicable federal and state laws. PTO shall not be counted as hours worked

**Section 12.03 – Accrual of Paid Time Off (PTO)**

Full time employees are eligible to accrue PTO each pay period. The accrual per pay period based on years of service and shift type is identified below.

<u>Months of Service</u>		<u>Weeks Per Year</u>
0 to 59.99	mos.	3.2 weeks per year
60 to 119.99	mos.	4.2 weeks per year
120+	mos.	5.2 weeks per year

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

**Section 12.04 – PTO Usage**

Employees must request scheduled paid time off by using the Employers designated PTO request process. PTO requests shall be submitted no more than one hundred and eighty (180) calendar days in advance, but no less than twenty-one (21) calendar days in advance. The Employer agrees to respond to such request within seven (7) business days from the Employee’s submission of the request. The Employer shall not be required to approve more than three (3) Paramedic and three (3) EMT PTO requests (including vacation bids) on any given work day. Additionally, the Employer shall not be required to approve PTO requests (including vacation bids) to more than two (2) Paramedics and two (2) EMTs in any one area. PTO requests will be approved on a first come first served basis and will be approved based on the Employer’s staffing needs.

If the Union is able to demonstrate that a pattern of multiple PTO denials is occurring the Employer agrees it will meet with the Union in an attempt to resolve the issue.

Employees must have sufficient accrued PTO hours to cover their requested PTO day(s) at the time of the request under this section and at the time of usage. Employees who do not have sufficient hours available at the time of their request shall have their PTO denied. Employees who do not have sufficient hours available at the time of usage shall have their requested PTO day(s) reduced to match the number of accrued hours available, or have their PTO day(s) canceled if there are no accrued hours available. Employees who have had their requested PTO day(s) reduced or canceled as a result of insufficient accrued PTO hours, and who continue to take the day(s) off, may be subject to corrective action. Accrued Paid Time Off (PTO) shall be taken in half, full day, or full week increments. Employees shall only be allowed to take half day PTO for the first half, or the last half of their shift. Employees who have an unscheduled absence from an assigned scheduled shift shall automatically be paid for the shift out of their available accrued PTO hours (i.e., banked PTO hours.)

**Section 12.05 - Vacation Scheduling**

Effective at each September shift bid, an employee, for the subsequent calendar year, shall be entitled to reserve one (1) work week (as defined in Article 10, Section 10.1.(A) for vacation for the following calendar year (January 1<sup>st</sup> through December 31<sup>st</sup>) on a seniority basis by submitting a vacation bid during the shift bid process. Employees shall be awarded one (1) vacation week based on their Company seniority. Employees who fail to submit a vacation bid shall be assigned a vacation week by the Employer. Employees who do not have sufficient hours

available at the time of their vacation shall have their vacation reduced to match the number of accrued hours available, or have their vacation cancelled if there are no accrued hours available. Employees who have had their vacation reduced or canceled as a result of insufficient accrued PTO hours, and who continue to take the day(s) off, may be subject to corrective action.

**Section 12.06 – PTO Carry over**

The maximum accrual that an employee's PTO bank may reach at any time is the combination of the employee's current annual PTO accrual plus forty five (45) hours. Once the PTO bank reaches the maximum allowed, no further PTO will accrue until the employee's PTO bank falls back within the prescribed limits either through usage or cash out.

**Section 12.07 – PTO Pay in Lieu of Time Off**

After completion of twelve (12) months of continuous service, full-time employees may, at their option, choose to cash out unused PTO up to two times (2x) per year. The employee shall be required to maintain a minimum of forty eight (48) hours available in the PTO bank, for the purposes of cash out only. Requests for such payment must be submitted thirty (30) days in advance. PTO cash outs will be paid at the employee's current straight time rate of pay.

**Section 12.08 - PTO Pay upon Separation from Employment**

Employees who voluntarily separate from the Company shall be paid for all unused accrued PTO hours. PTO shall be paid at the employee's regular straight time hourly rate at the time of separation.

## **ARTICLE 13. Leaves of Absence**

### **Section 13.01 - Personal Leave (PLOA)**

All full-time non-probationary employees may be eligible for a Personal Leave of Absence (PLOA), after successfully completing twelve (12) months continuous full-time employment. Requests must be submitted to the Employer's Leave Management Team and must state the reason for the leave request. The Employer will make every effort to respond to the PLOA request within two (2) weeks. All PLOA's are granted at the sole discretion of the Employer. The minimum time for a PLOA shall be thirty (30) days and the maximum allowable Personal Leave of Absence is ninety (90) days within a rolling twelve (12) month period.

If granted PLOA, the employee shall be required to use all accrued paid time off before the unpaid portion of the leave begins. Such a request is considered an excused absence from work without pay wherein the employee is responsible for the full insurance premium amount consistent with COBRA procedures. Employees returning from a Personal Leave of Absence cannot be guaranteed their formerly held position upon return from the leave. However, the Employer agrees it will make a good faith effort to return the employee to a comparable position if such an opening exists. At no time shall a leave of absence be granted for the purpose of finding alternative work or working for any other employer.

### **Section 13.02 - Family Medical Leave Act (FMLA)**

Eligible employees shall be entitled to request a leave of absence under the provisions of the Federal Family and Medical Leave Act of 1993 ("FMLA"), and in accordance with the Family Medical Leave of Absence policy as set forth in the EMSC Employee Handbook, which the Union specifically agrees shall apply to employees in the bargaining unit. Medical benefits for employees on Family Medical Leave will continue, provided the employee pays their portion of all related health insurance premiums during the leave. As a condition of a FMLA leave all available PTO will be used as part of each leave of absence. In the case of an intermittent leave where the employee may work only partial days (such as provided by the Family and Medical Leave Act), all available PTO will be used according to those partial scheduled days not worked. An employee who does not return on the first shift scheduled after a Family and Medical leave will be considered to have voluntarily resigned from employment. Additionally, if an employee on FMLA does not to return to work, the employee must reimburse the Employer for the employer portion of the insurance.

### **Section 13.03 - Military Leave**

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state and local law. Military leaves are unpaid, but the employee may use accrued vacation pay 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. Reinstatement shall be governed by the federal, state, and local laws referenced above.

### **Section 13.04 - Worker's Compensation Leave**

The Employer agrees to promptly submit Workers' Compensation claims reported in a timely manner by employees covered under this Agreement. Employees who become ill or injured as a result of their job responsibilities will be granted a leave of absence not to exceed twelve (12) months (need not be consecutive) in any rolling eighteen (18) month period for the same work-related illness or injury claim from the onset of the leave, subject to applicable state and federal law, and such leave shall not extend beyond their period of incapacitation for duty. An employee who fails to return at the expiration of the authorized leave of absence 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. Employees shall not accrue PTO while on a Worker's Compensation leave. The worker's compensation leave and the family medical leave will run concurrently subject to proper notice by the Employer.

The Employer will continue to provide health benefits for employees on Workers' Compensation Leave as long as the employee continues to pay all applicable contributions, up to a maximum of twelve (12) months.

Whenever feasible the employer may offer a transitional duty position to an employee injured at work. Time worked in such position shall not exceed one hundred twenty (120) days and shall be paid at the applicable hourly rate for that position. The Employer agrees that it will not assign employees to transitional duty at locations in excess of sixty-five (65) miles one-way from the River Medical Administration Offices, unless otherwise agreed to by employee. Additionally, in doing so, the Employer shall make a reasonable effort to provide employees with transitional duty work assignment at the River Medical Administration Offices, Kingman station 11, or Parker station 29; however such location assignment shall be at the discretion of the Employer.

Employees on a Workers' Compensation leave of absence will be allowed to return to their regular job classification and job assignment only upon successful passing of the Physical Abilities Test (PAT). Employees who have not completed their orientation period as a result of an industrial injury/illness must do so when they return to work.

### **Section 13.05 - Union Leave**

The parties agree that the topic of Union Leave may be discussed in the Labor Management Committee. However, any recommendations presented by the Labor Management shall be advisory only.

### **Section 13.06 - 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 seven (7) scheduled shifts within one (1) pay period. 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) days' 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 will be granted additional time off, without pay, for any further time required to serve obligatory jury duty.

### **Section 13.07 - Subpoenas/Witness Service**

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition in same, shall be granted time off without loss of pay or benefits if required to appear by a governmental agency and the incident giving rise to subpoena is work related. The employee must submit documentation representing time spent in compliance of said subpoena to their Operations Manager upon their return to work in order to receive payment for such time.

If the employee is excused from his/her obligation and more than four (4) hours remain in the employee's normally scheduled workday, the employee shall return to work. The Employer shall notify the employee within twenty-four (24) hours of the receipt of a subpoena at the Employers operation.

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 shall not be entitled to pay under this provision if a trial or proceeding that initiates the subpoena is by or on behalf of a present or past employee that has initiated litigation towards the Employer, however, the Employer shall insure that the employee is allowed the time off for such proceeding and that the employee may request PTO for their time off. Any employee called upon by or on behalf of the Employer will be compensated, as hours worked, by the Employer for witness time and any resulting lost work time.

Any employee subpoenaed to appear in a legal proceeding not related to work shall be entitled to be released from work without pay upon submission of proof of subpoena.

### **Section 13.08 - Benefits during Leaves of Absence**

The health and welfare benefits, including health care spending accounts for employees on an approved leaves of absence, may be continued or revoked at the employee's request. Cancellation of benefits must occur within thirty-one (31) days of the onset of the leave.

Employees may continue health benefits for the duration of an approved leave of absence; however the employee is responsible for their share of the insurance premiums. While on leave, the employee's share of the insurance premiums must be paid by the method normally used during any paid leave. Such methodology shall be communicated by the Employer to the employee in advance of the leave and periodically during the leave. If the employee does not make the premium payments, the Company will have no alternative other than to discontinue your coverage. Employees shall not accrue PTO during the period of leave and are not paid holiday pay while on leave.

If benefits are discontinued, employees will be offered continuation of benefits as provided for in the Internal Revenue Code Section 162(k), Consolidation Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer matching contributions to the company 401(k) Plans will not be made during any non-FMLA Leave of Absence. Employees are eligible to resume participation in

these plans as provided for in the plan document. 401(k) loan payments may be suspended for up to one year during a leave of absence if written notice is provided to the Benefits Service Team.

**Section 13.09 – Bereavement Leave**

In the event of a death in your immediate family, you are currently granted paid time off of up to three (3) consecutive calendar days for bereavement, funeral arrangements, and/or to attend the funeral. Immediate family is defined as a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, and any corresponding “in-law” or “step” relation. For out-of-state funerals, or funerals of other relatives, friends, or other circumstances not previously addressed, employees may request take accrued PTO.

At the employee’s request, the employee shall be permitted to take and complete the actual leave of absence anytime within two (2) weeks following the death. In addition, any employee who is notified of a death in the immediate family while on duty will be relieved, upon notification of the supervisor, for the remainder of his/her shift with pay. All bereavement leave pay will paid at the employees straight time hourly rate.

## **ARTICLE 14. Benefits**

### **Section 14.01 - Insurance Benefits**

The Employer agrees to offer all eligible full-time employees covered by this collective bargaining agreement a sponsored benefit plan that includes the following coverage, on a pretax basis, where applicable: Health, Dental, Vision, Basic and Supplemental Life, Basic and Supplemental Accidental Death and Dismemberment (AD&D), Short Term Disability, Long Term Disability, Flexible Spending Accounts and an Employee Assistance Program. Full-time employees shall be eligible to participate in the medical benefits plan on the first day of the month following sixty (60) consecutive calendar days of full-time employment. Additionally, full-time employees shall be eligible to participate in dental, vision, life insurance and disabilities benefits plans after ninety (90) consecutive calendar days of full-time employment.

In the event an insurance carrier or provider eliminates a plan under this Agreement. The Employer reserves the right to replace the eliminated plan with an equivalent plan(s) under the same insurance carrier or provider, or an alternate insurance carrier or provider. The Employer reserves the right to implement tobacco surcharges. Should any plan(s) be amended, the Employer agrees to provide advance notice to the union.

### **Section 14.02 - Medical Insurance**

- A. For the life of this Agreement, medical and prescription drug coverage, shall continue as described in the Anthem Consumer PPO (Plan \$300), and Anthem Lumenos CDHP (Plan \$1500) plan summary/summaries at the current employee/Employer cost share.
- B. Effective beginning in 2016, the Employer and the employee will absorb any annual medical insurance premium increase up to the first five (5%) percent based on the premium cost shares in place. Any annual medical insurance premium increase above the five (5%) percent shall be absorbed by the Employee.

### **Section 14.03 - Dental Insurance**

For the life of this Agreement dental coverage shall be as described in the Aetna DMO/PPO and Open Choice plan summary/summaries at the current employee/Employer cost shares.

### **Section 14.04 - Vision Insurance**

The employee shall pay one hundred percent (100%) of the monthly premium for vision plans through pre-tax payroll deductions.

### **Section 14.05 - 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%) 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 14.06 - 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 14.07 - 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 14.08 - Short Term Disability (STD)**

The Employer agrees to offer a supplemental short-term disability plan to employees. The employee shall pay one hundred percent (100%) of the supplemental insurance premiums through after-tax payroll deductions.

**Section 14.09 - Employee Assistance Program (“EAP”)**

An EAP will be made available to all full-time and part-time employees. The Employer reserves the right, in addition to any corrective action to refer an employee to the EAP for assessment and treatment. Such referrals to the EAP do not preclude the Employer from imposing corrective action based on the same event or circumstances in accordance with Article 6 of this Agreement.

**Section 14.10 - Flexible Spending Accounts**

- A. The Employer shall allow employees to defer up to the maximum allowed by federal law 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 maximum allowed by federal law per calendar year on a pre-tax basis per IRS Section 125 guidelines for qualified health related expenses not otherwise covered under any health plan (i.e., medical, dental, vision). The employee must receive and present the third party administrator with receipts for medical care. The Employer shall pay the administrative cost for this plan excluding the elective fee to coordinate payments with the other health insurance plans.

**Section 14.11 - 401(k) Plan**

Employees covered by this Agreement shall have the right to participate in the Company 401(k) plan according to its eligibility requirements, vesting and other provisions as defined in the plan document.

Pursuant to the plan document, for each payroll period, for each eligible full-time employee, the Employer will make a matching contribution equal to 50% of each eligible employee's Elective Contributions to his/her 401(k) plan for the payroll period that do not exceed 6% of the employee's wages for the payroll period. The Employer's total matching contribution shall not exceed three percent (3%).

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

The provisions of the plan documents will govern eligibility, contributions, employer matching and vesting. The Employer reserves the right to modify the Plan Documents and substitute Administrators, Record Keepers and Trustees at its sole discretion.

## **ARTICLE 15. Compensation**

### **Section 15.01 - Wage Increases**

Employees covered under this Agreement earn annualized hourly wage rates, such wage rates, may be modified, based on shift type, to ensure that approximate annual pay remains constant. Actual annual pay will vary depending upon the hours actually worked, paid time off, and holidays actually worked during the work year.

- A. Effective first full pay period following September 11, 2015, all bargaining unit employees shall have their base hourly rate increased by three percent (3.00%).
- B. No later than forty-five (45) calendar days following the ratification of this Agreement, all bargaining unit employees that were on the active payroll on the date of ratification shall receive a one (1) time ratification bonus of five hundred (\$500) dollars.
- C. Effective the first full pay period following July 1, 2016, all bargaining unit EMT's shall have their base hourly rate increased by three and fifteen one-hundredths (3.15%), and all bargaining unit Paramedics employees shall have their base hourly rate increased by two and nine-tenths percent (2.90%).
- D. Effective the first full pay period following July 1, 2017, all bargaining unit EMT's shall have their base hourly rate increased by three and one half percent (3.50%), and all bargaining unit Paramedics shall have their base hourly rate increased by two and nine-tenths percent (2.90%).
- E. Effective the first full pay period following July 1, 2018, all bargaining unit employees shall have their base hourly rate increased by three percent (3.00%).

### **Section 15.02 - Appointment - Wages**

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

### **Section 15.03 - Movement from EMT to Paramedic**

EMTs who are promoted to paramedics shall be placed on the paramedic wage scale as follows:

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

**Section 15.04 - Field Training Officer (FTO) Differential**

Employees who meet the FTO job description qualifications and are selected by the Employer to be FTOs will be paid an additional two and one-half percent (2.5%) per hour for all compensated hours.

**Section 15.05 - Meal and Lodging Expenses**

The Employer shall provide each crew assigned to a long distance transport in excess of four hundred and fifty (450) miles one way with an active Long Distance Transfer (LDT) credit card with a sufficient balance to cover any approved reasonable expenses. Employees shall be required to obtain and submit all credit card receipts to the duty supervisor upon returning to their duty station.

## **ARTICLE 16. Uniforms**

### **Section 16.01 - Uniform Components**

The Employer shall provide, at no cost to employees, properly sized uniforms in male and female sizes, and as described below. No unauthorized buttons, patches, or pins may be worn on the uniform.

### **Section 16.02 – Issued Uniforms**

The Employer shall maintain the status quo with regards to the issuance of uniforms (excluding shorts) until such time the Company implements the provisions defined in this section.

The following uniform components will be issued by the Employer as indicated:

- A. Full-time employees shall be provided with four (4) dark blue or light blue, uniform shirts, either Class B or Polo shirts (at the Employer’s discretion) with applicable patches and insignias, and four (4) navy blue EMS style cargo pants.
- B. Part-time employees shall be provided with two (2) dark blue or light blue uniform shirts, either Class B or Polo shirts (at the Employer’s discretion) with applicable patches and insignias, and two (2) navy blue EMS style cargo pants.
- C. All employees shall be provided with the following additional uniform components:
  - 1. One (1) cold weather jacket;
  - 2. One (1) badge (issued at the sole discretion of the Employer);
  - 3. Required patches.
  - 4. Black belt.
  - 5. One (1) baseball type cap
  - 6. One (1) DOT approved safety vest
  - 7. One (1) name tag (issued at the sole discretion of the Employer).

\*The Employer reserves the right to issue event specific uniforms at its sole discretion and shall determine the circumstance and times on when they are approved for wear.

The Employer shall replace the above employee uniform components on a one (1) for one (1) basis periodically for damage incurred while on duty for normal wear and tear. Uniform components will be replaced at any point if damaged or permanently soiled in the performance of the employees' duties. Any uniform component supplied by the Employer under this Agreement, which is worn/and or damaged beyond repair through the normal course of business, shall be replaced at no cost to the employee upon return of the worn or damaged item to the Employer within thirty(30) days from the employee’s return of the worn/damaged item. The employee shall be responsible for the cost of repair/replacement for any damage due to negligence.

### **Section 16.03 - Optional Uniforms**

Notwithstanding the provisions contained in Section 16.3, employees may, at their discretion, purchase and wear optional uniforms as provided for in this Section. Optional uniforms shall include the following items:

- A. EMS approved T-shirt during Employer approved events;
- B. Long sleeve navy blue thermal or turtleneck.
- C. Navy blue tattoo arm sleeve(s).

**Section 16.04 – Optional Summer Uniform**

Navy blue shorts with a polo shirt will be considered as an optional summer uniform. The following conditions shall apply to wearing shorts:

1. Optional summer uniforms will be authorized for wear from Memorial Day weekend through Labor Day weekend.
2. Both employees shall be in matching uniforms. Navy blue EMS style cargo pants and uniform shirt (Class B or polo shirts as determined by the Employer) will be the default uniform.
3. Navy blue shorts will be purchased from the Employer.
4. Shorts are to be worn at a length just above the knees. It will be the employee’s responsibility to alter shorts if necessary to meet this requirement. A black belt, black socks, and mid-ankle height (black in color) light weight work boots are required when wearing shorts.
5. Employees wearing shorts must carry a pair of brush pants with them at all times. Immediate donning of brush pants over shorts is required under the following conditions:
  - a. Open wound on lower extremities exposed by shorts.
  - b. Any scene where hazardous materials may be present and/or while treating a patient suspected of being exposed to a hazardous material.
  - c. Any accident involving motor vehicles, aircraft, trains, or farm machinery. Or any condition in which debris, glass, fuel, etc. is present as a result of the accident.
  - d. In situations where contact with patients body fluids are likely.
6. Company approved brush pants, purchased by the employee, are to be used in conjunction with shorts where applicable. Brush pants are not to be worn in place of the approved uniform pants. To order brush pants, contact the River Medical Office (LHC) or the assigned uniform coordinator. Brush pants may be worn in conjunction with uniform shift from the hours of 19:00 to 07:00 on all calls to help assist with rapid response. Brush pants are not be worn as normal duty clothes throughout the day.

**Section 16.05 - Biohazard Contaminated Uniform and Personal Protective Equipment Servicing**

The Employer will make available washing machines and dryers at Stations 11, 19, and 29 for the laundering of biohazard contaminated uniforms.

**Section 16.06 - Employee Appearance**

- A. Crew members working together must wear the same uniform shirt types while on duty for their scheduled shifts.
- B. Long sleeve shirts, as issued by the Employer, are not to be rolled up. Long sleeve thermal wear is not to be worn under short sleeve shirts.
- C. Navy blue pants as issued by the Employer.
- D. Employees may wear Company approved jackets only. Jackets must have Company and certification patches on sleeves. Patches will be provided by the Company, at no cost to the employee.

- E. Company approved footwear will consist of black boots, steel toes are recommended. Exception to this rule shall be determined by the Employer on an event specific and/or case-by-case basis.

## **ARTICLE 17. No Strike/ No Lockout**

### **Section 17.01 – No Strike**

The Parties understand that the duties performed by employees covered by this Agreement involve potential life and death situations, and that any delay in treating patients or transporting them to hospitals or other medical facilities, or in responding to calls, can exacerbate the problems of patients who are already ill and/or injured. To that end, the Union agrees that, during the term of this Agreement, neither the Union nor any of its agents or members will collectively, concertedly, or in any manner whatsoever, incite, ratify, encourage, sanction or participate in any picketing, strike, sit-down, stay-in, slowdown, boycott, work stoppage, paper strike (e.g., deliberate failure to submit timely, quality, accurate, and complete medical reports and billing information), or sympathy strike against the Employer, nor will they honor the picket line of any other bargaining unit not covered by this Agreement. 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.

### **Section 17.02 - Violations**

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 Parties agree that the sole issue for determination in any such grievance proceeding shall be whether the grievant directly or indirectly called, sanctioned, encouraged or participated in conduct prohibited by this Article.

### **Section 17.03 – Union Responsibility**

In addition to any other liability, remedy or right as provided by statute, the Union agrees that should there be any work stoppage, strike (including sympathy strike), sit down, sit in, slow down, boycott, picketing, sick out, sick in, paper strike, withholding of services, or any other economic action or interference with the operations of the Employer, the Union shall immediately upon receiving notification from the Employer:

- (A) Advise the Employer in writing that the Union did not call for or sanction the action;
- (B) Notify each involved employee of the requirements of this Article and instruct them 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 agrees to facilitate the same.
- (C) Post notices on Union bulletin boards publicly disavowing such action and instructing employees to cease such action and return to work immediately if this has not yet been done.

### **Section 17.04 – No Lockout**

Employer agrees that it will not lock out any bargaining unit member during the term of this Agreement.

## **ARTICLE 18. Equal Employment/ Non-Discrimination**

### **Section 18.01 - Nondiscrimination**

The Employer and the Union agree that neither party shall discriminate against any person because of race, color, sex, religion, age, disability, national origin, citizenship, veteran status, sexual preference or any other status that is protected by applicable Federal, State or local law.

The Employer and the Union further agree that the Employer may be obligated to reasonably accommodate disabled employees in accordance with and which is necessary to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990., the Family and Medical Leave Act of 1993, Section 1981 of the Civil Rights Act of 1866, the Fair Labor Standards Act, or any other Federal, State or local law, rule or regulation relating to equal employment opportunity, the environment, health, or safety. The Union agrees that the Employer may undertake such reasonable accommodations notwithstanding the terms and conditions of this Agreement except for seniority rights which shall be recognized and respected when evaluating the reasonableness of any accommodation.

### **Section 18.02 - 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 that the employee and/or Union have not initiated or filed a complaint or legal action based on the same event(s) with a federal, state or local agency or court. The initiation or filing of a complaint or legal action alleging unlawful discrimination or harassment with a federal, state, or local agency or court shall waive the employee's and/or Union's right to pursue the same matter as a grievance pursuant to this Agreement. Any grievance alleging unlawful discrimination or harassment shall be deemed withdrawn at any step of the grievance and arbitration procedure upon the filing of such a complaint or legal action. Employees and the Union are not required to exhaust the grievance and arbitration procedure of this Agreement before initiating or filing a complaint or legal action alleging unlawful discrimination or harassment with any federal, state, or local agency or court.

### **Section 18.03 - Harassment**

The Union and the Employer agree that harassment is a form of misconduct, which undermines the integrity of the employment relationship and cannot be tolerated in the workplace. Any conduct, which falls within the definition of harassment as defined in the Equal Employment Opportunity Commission standards is prohibited and will be investigated fully in accordance with the Harassment policy and procedure. Complaints alleging harassment may be made orally or in writing. Employees who violate this Article shall be subject to corrective action, up to and including termination.

## **ARTICLE 19. Labor Management Committee**

- A. The Union and the Employer agree to establish a Labor Management Committee (“LMC”) for purposes of discussing work related matters; to develop and implement solutions to identifiable operational concerns and other work-related issues and promoting a harmonious working relationship between the Union and the Employer. Discussions regarding health and safety issues shall have priority over all other issues. The committee shall not have the power to change the provisions of this Agreement or to negotiate new agreements or resolve grievances.
- B. The LMC shall be composed of four (4) members named by the Union and three (3) representatives named by the Employer's Operations Manager. Upon mutual agreement, either side may bring additional individuals to meetings as subject matter experts or meeting facilitators. Bargaining unit employees who are on duty shall suffer no loss of pay for attendance at LMC meetings.
- C. Unless the parties expressly agree otherwise, LMC meetings shall be held during the first week of each calendar quarter at times mutually acceptable to the Union and the Employer. LMC meetings shall not last more than two (2) hours.
- D. 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.
- E. It is the intent of both parties to foster a cooperative atmosphere and harmonious working relations.

## ARTICLE 20. Attendance and Punctuality

In an effort to improve attendance and help keep daily staffing levels to 100%, which benefits our patients as well as our coworkers, the Employer must be able to rely upon employees to report to work and remain at work as scheduled. Every absence or incident of tardiness is undesirable, although we understand some occurrences are unavoidable or understandable. This procedure has been established to enable Management and the employees to maintain our level of excellence and consistent staffing for all field assignments.

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

Occurrences of tardiness and absenteeism are tracked on a continual one hundred and twenty (120) calendar day basis. These occurrences are recorded from electronic time reports and cross-referenced with daily time sheets.

### Definitions

- A. Tardy: Anytime in which an employee fails to begin their scheduled shift within two minutes and fifty nine seconds (00:02:59) of their scheduled shift time.
- B. Unscheduled Absence: Any time an employee fails to report for their scheduled shift within two (2) hours of their scheduled start time, and/or fails to complete any scheduled shift.
- C. Approved Scheduled Absence: Anytime an employee has been pre-approved to have a scheduled absence (e.g. PTO or LOA) by either the scheduler or supervision.
- D. Advance Notice: For the purpose of this policy advance notice will be considered a period of two (2) hours prior to the start of the employees scheduled shift when the employee is required to call and report their inability to report for their scheduled shift.
- E. Attendance Period: Any continual one hundred and twenty (120) calendar day period of time.
- F. Attendance Occurrence: Any tardy, unscheduled absence, failure to clock in/out at the required scheduled time, or any type of unscheduled overtime, incomplete, or partial shift (unless previously approved by management).

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

1. Any employee who has three (3) or more attendance occurrences within any continual one hundred and twenty (120) calendar day period shall be issued the appropriate level of corrective action, based on any existing corrective action in the employees file, for violation of this Article. Any additional occurrences and/or violations of this Article may result in the employee receiving additional corrective action up to and including termination. Exceptions may be made at the sole discretion of the Employer when an employee is unable to make the proper notification due to incapacitation from a serious

illness or serious injury. Additionally, the Employer may require evidence of the illness or injury.

2. Absences for two (2) or more consecutive shifts in the same shift segment (a segment shall be defined as a series of schedule shifts with scheduled days off at the end of the segment) due to a specific illness or injury shall count as one (1) occurrence.
3. Employees that call off for three (3) or more consecutive shifts may be required to present a physician's release and/or pass a Physical Abilities Test (PAT) prior to being allowed to return to work.

## **ARTICLE 21. Licensure**

### **Section 21.01 – Maintenance**

All employees are required to maintain the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. Failure to maintain such licenses, certificates and/or accreditations may result in corrective action, up to and including discharge. It is the responsibility of each individual employee to ensure that all licenses, certificates, and/or accreditations are maintained.

### **Section 21.02 - Working without a License**

Employees who perform work duties without the required license, certificate, and/or accreditation shall be subject to immediate termination. Employees shall be responsible to provide the Employer with a copy of a new valid license, certification and/or accreditation a minimum of seven (7) calendar days prior to the applicable expiration date. Employees who fail to provide the Employer with a copy of a new valid license, certificate, and/or accreditation within the time period identified above shall be placed on unpaid administrative leave for up to seven (7) calendar days or until a copy of the new valid license, certificate, and/or accreditation is provided whichever is earlier. Employees who allow their license, certificate, and/or accreditation to expire or who fail to provide the Employer with a copy of a new valid license, certification and/or accreditation prior to the applicable expiration date shall be suspended for a maximum of fifteen (15) days without pay. Any employee who fails to obtain the required license, certificate, and/or accreditation within the fifteen (15) day suspension period or provide a copy of a new valid license, certification and/or accreditation shall be automatically separated from employment.

### **Section 21.03 - Temporary Suspension**

Employees whose state or local license is temporarily suspended by a state, local agency or Medical Director shall be placed on unpaid administrative leave for thirty (30) days. The unpaid administrative leave may be extended one time up to a maximum of sixty (60) days provided the employee can provide written verification that the suspending authority shall make a decision within the extension period. Employees may utilize accrued PTO solely at their option during any portion of the suspension. Employees shall be required to have all licenses, certifications, and/or accreditations up to date at the conclusion of the suspension. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for separation from employment.

### **Section 21.04 - Leave of Absence**

Employees on an approved personal leaves of absence (PLOA) shall be required to have all licenses, certifications, and/or accreditations up to date prior to returning from leave. Employees on approved FMLA, Military, or Workers Compensation Leave shall be required to have all licenses, certifications, and/or accreditations up to date no later than fifteen (15) calendar days following the expiration of the leave.

Employees shall not be allowed to work until they have presented all valid and current licenses, certifications, and/or accreditation to the Employer. The Employer retains the right to terminate any employee who fails to restore the required license, certifications and/or accreditations within fifteen (15) calendar days immediately following the expiration of an approved FMLA, Military,

or Workers Compensation Leave. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for separation from employment.

## **ARTICLE 22. Substance Free Workplace**

The Union and the Employer are committed to maintaining an alcohol and drug free workplace for the safety of employees, patients and the public.

### **Section 22.01 - Drug Free Workplace**

Alcohol and drug use may adversely affect the quality of care provided to a patient, pose safety and health risks to the user and others, have a negative impact on work efficiency and result in danger to person or loss of equipment and property. The Employer affirms that the workplace is an alcohol and drug free workplace.

In order to provide the highest quality of patient care, and a safe, healthy and efficient work environment, the Employer requires its Employees to report able to perform their jobs. All employees covered by this agreement shall be subject to this policy.

Any Employee found to have violated this alcohol and drug policy shall be subject to corrective action, up to and including discharge.

### **Section 22.02 - Employee Responsibilities**

Employees shall not drink alcohol or be under the influence of alcohol or drugs while on duty or off duty on Employer property, or while in uniform at facilities served by the Employer.

Employees must refrain from use of intoxicants during duty hours and upon no circumstance will report to work under the influence of a drug or alcohol.

Except in the course of work, Employees on duty or in uniform shall not use, sell, distribute, or possess illegal drugs, alcohol, drug paraphernalia, or controlled substances. Employees, while in uniform, shall also refrain from entering establishments where the primary purpose of which is serving alcohol, except in the line of duty.

Employees are encouraged to self- disclose to management the use of all medications. Such disclosure is designed to avoid confusion or miss interpretation of potential reasonable cause indicators. Failure to do so may result in corrective action.

### **Section 22.03 - Employer Notification**

Employees must notify the Employer of any arrest or conviction for a criminal drug violation within five (5) business days of such conviction.

### **Section 22.04 - Drug Testing**

- A. One or all crew members shall be subject to any and all drug/alcohol testing procedures under the following circumstances, while on duty:
1. Following any accident involving the operation of a Company vehicle resulting in vehicle contact, or
  2. Upon reasonable suspicion for drug and alcohol use, or
  3. Filing of a Workers' Compensation claim.

- B. One or all crew members may be subject to any and all drug/alcohol testing procedures under the following circumstances, while on duty:
1. Any discrepancy in the crew narcotics accounting.
  2. At any time a crew member leaves work with the narcotic box. and/or key.
  3. Any work related motor vehicle accident.

Reasonable cause may exist when specific behavioral performances or specific contemporaneous, physical performance indicators of being under the influence of drugs or alcohol are demonstrated on the job as observed and documented by the Employer. Reasonable cause may also exist based on observation and written documentation from third parties identifying the specific behavior or incident that gives cause for suspicion.

The Employer's 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).

The Employer may, at its discretion, use saliva-based or urine-based instant read drug and alcohol screenings (e.g. Icup, QED, or equivalent) to "rule-out" the presence of alcohol or controlled substances in an employee's system.

Instant read drug and alcohol screenings are 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. Screening results that indicate "non-conclusive" [or equivalent] shall trigger quantified drug and alcohol testing as described in this Article.

Regardless of saliva-based or urine-based instant read drug and alcohol 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.

Controlled substance testing will be performed with split urine samples by a HHS-certified laboratory under the National Laboratory Certification Program (NLCP).

1. An initial screen by immunoassay (e.g. EMIT) and confirmation test using Gas Chromatography/Mass Spectrometry will be conducted.
2. In addition to the interpretation, test sites should be asked to provide quantified results.
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.

In the event reasonable cause is documented and an employee is sent for testing, the Employer will provide transportation to and from the testing site. Employees who refuse transportation shall bear all liability for chain of custody issues and any situation or circumstances during transit to and from the testing facility.

Employees shall be compensated as hours worked for all time spent complying with supervisor or manager requests for drug or alcohol testing pursuant to this Article, including travel time to and from testing locations, waiting time and the time spent submitting to the tests.

### **Section 22.05 - Random Testing**

The Employer agrees it shall meet with the Union within 90 days prior to the need to implement a system of random or periodic testing required by a customer or legal requirement. Such meeting shall discuss the specific requirements of the program, the impact of the program on affected employees and the process for implementation.

### **Section 22.06 - Chain of Custody**

All tests shall be performed by an independent third party offsite testing facility. When a specimen is obtained the container or the test tubes must remain in full view of the Employee and must be sealed and labeled and then initialed by the Employee. The specimen is then placed in a transportation container and sealed for shipment. The Employee has the right to witness this procedure and must be given an opportunity to initial or sign the transport container. The container shall be sent to the designated testing laboratory by the fastest available method. Upon receipt of the containers or test tubes, the laboratory will certify that the transportation containers were in an undamaged condition and properly sealed, labeled and the specimen containers initialed. A specimen container will never be handled by a Company Employee.

Employees shall be allowed to contact a Union representative and obtain Union representation prior to submitting to any substance test 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.

Managers and supervisors are to restrict communications concerning test results to persons who have an absolute need to know. The test results are to be reported to an appointed management person, and all files will be kept confidential and locked in accordance with established procedures. Testing should take into consideration the respect and dignity of employees and thus shall be done in private.

### **Section 22.07 - Positive Test Results**

- A. The Employer 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:
  1. Review and interpret each confirmed positive test result to determine if there is an alternative medical explanation for the result. The MRO should:
    - a) Conduct a medical interview with the individual tested.
    - b) Review the individual's medical history and any relevant biomedical factors.
    - c) Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from a legally prescribed medication.
    - d) If necessary, require that the original specimen be reanalyzed to determine the accuracy of the reported test result.
    - e) Verify that the laboratory report and assessment are correct.

- B. The MRO review of confirmed positive test results shall conclude with one of the following determinations:
1. 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 the Employer as a negative test and shall be recorded in the employee's medical file.
  2. 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 the Employer as a negative test and shall be recorded in the employee's medical file.
  3. 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 the Employer as a positive test and shall be recorded in the employee's medical file.

C. Alcohol Test Failure Criteria and Consequences

1.  $< 0.02$ : No action based on alcohol concentration.
2.  $0.02$  and  $\leq 0.039$ : Removal from duty, mandatory EAP referral, mandatory final written warning, and 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 the Employer. This option may be used only once during an employee's work experience(s) with River Medical.
3.  $\geq 0.04$ : Termination.

D. Drug Test Failure Criteria and Consequences

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

**Section 22.08 - Corrective Action**

Confirmed positive test results will result in termination. Any employee who voluntarily requests a test and/or submits themselves for drug/alcohol rehabilitation prior to any incident that leads to testing shall be allowed a leave of absence to attend rehabilitation at a mutually acceptable program. The cost of such attendance shall be solely the Employee's responsibility. Upon successful completion, the Employee shall be returned to work. In addition, after completion of a rehabilitation program, the Employee, as a condition of continued employment, shall submit to random drug testing up to four (4) times in the one (1) year period following rehabilitation. If during that one (1) year period the employee tests positive, the Employee will be terminated immediately.

## **ARTICLE 23. Miscellaneous Provisions**

### **Section 23.01 - Sleeping on the Job**

Sleeping while on duty is only permissible when all assigned job duties have been completed, and in specifically designated locations (i.e. crew quarters), or on a case by case basis at the sole discretion of the Employer. Any Employees who delay a call response due to sleeping will be subject to corrective action.

### **Section 23.02 - Telephone Use**

Company telephones are not to be used for personal use except in an emergency situation. Company telephones are to be used for incoming calls and as a means of direct communications with dispatch, supervisors, base hospital, receiving facility, and medical control.

### **Section 23.03 - Notification to Employer**

All employees are responsible for making any changes to their personal information through the company internal software system. In addition employees shall notify the Human Resources Division of said changes in address, telephone number or name within thirty (30) days of the change.

### **Section 23.04 - Gifts**

Employees may only accept gifts or entertainment of any value from vendors, patients, customers, legislators and regulators in accordance with company policy.

### **Section 23.05 - Tobacco Use**

It is the parties intent to provide a safe and healthful work environment, tobacco use, in any form, and electronic cigarettes are not permitted in any space and/or vehicle leased or owned by the Company or while in any customer facilities, including offices, hallways, waiting rooms, restrooms, lunchrooms, meeting rooms, and all community gathering areas.

The term “smoking” shall refer to the burning of all forms of tobacco, including cigarettes, cigars and pipes.

The term “smokeless tobacco” shall refer to non-burning forms of tobacco, including chewing tobacco, synthetic tobacco and electronic cigarettes. As long as the primary objective of a tobacco free environment is maintained, an area outdoors will be designated for use of tobacco.

Smoking is permitted only in designated outdoor areas, and only during periods of inactivity.

### **Section 23.06 - Personal Hygiene**

The Union and the Employer agree to the following reasonable standards concerning personal grooming; hygiene; appearance; body art; body piercing and the wearing of uniforms and accessories.

#### **A. Tattoos:**

Visible tattoos shall be covered at all times while in the view of the public or customers, at any time while providing patient care, and between the hours of 0700 and 2200.

Employees may have their tattoos uncovered between the hours of 2200 and 0700, but

only while in the living quarters (i.e. sleeping area, kitchen, bathroom, or living room) of a station.

B. Hygiene:

Grooming and personal cleanliness standards contribute to the morale of employees and to presenting a clean, neat and businesslike image. Employees are expected to maintain standard personal hygiene practices.

Hair should be clean, neatly arranged, and color should be one that replicates a natural hair tone.

Employees must be cleanly shaven when reporting to work. Sideburns and mustaches should be neatly trimmed and comply with all safety regulations. Beards are not permitted for field positions. Goatee style facial hair shall only be acceptable if it meets the following parameters:

- 1) It does not interfere with the correct use of N95 masks;
- 2) Is a natural hair color and;
- 3) Neatly trimmed.

Jewelry may be worn provided it is professional in appearance. One earring on each ear on the bottom lobe is appropriate. Wedding rings are appropriate if they do not interfere with appropriate use of personal protective equipment (PPE). Jewelry related to any other exposed body piercing is not acceptable.

**Section 23.07 - Physical Abilities Testing (PAT)**

The Union agrees that the Employer may require employees to take a Physical Abilities Test (PAT) at the Employer's expense pursuant to sub-sections A-D below. This test shall reasonably test the employee's ability to perform the job duties required by the Employer.

Such tests may be administered in instances including, but not limited to:

- A. Return to work from a Personal Leave of Absence of thirty (30) calendar days or greater, Workers' Compensation Leave of thirty (30) calendar days or greater, and/or a FMLA leave due to maternity, personal injury or illness of thirty (30) calendar days or greater (for the purposes of this section Jury Duty, Witness Service and Bereavement Leave are not considered a leave of absence).
- B. The employee demonstrates an excessive pattern of musculoskeletal injury, which is defined as more than one (1) Workers' Compensation claim within a twelve (12) month period.
- C. The employee requests a permanent transfer from one AMR operation to another and has not previously completed a fitness for duty test.
- D. The employee is involved in a lifting-related mishap or a near miss in the field, or the subject of a documented complaint; resulting in an investigation that reasonably indicates a need for re-evaluation of readiness to safely continue lifting related field duties. Safety & Risk and/or Human Resources shall be the lead in the decision to retake the Physical Abilities Test.

If an employee fails to pass the Physical Abilities Test (PAT) the employee will be placed on leave of absence for a maximum of ninety (90) calendar days without pay or until he/she successfully passes the PAT, whichever occurs first. The employee shall be allowed up to three (3) additional attempts to pass the PAT within the ninety (90) calendar day leave. Should the leave of absence expire prior to the employee passing the examination said employee shall automatically be resigned from employment.

### **Section 23.08 - Maintenance of Property and Ambulances**

Work stations and units shall be kept clean and sanitary by the employees assigned to work in/and on such stations and units, shall be maintained in accordance with all state, federal and local laws and/or ordinances by the Employer.

The cleaning and regular maintenance of the ambulances is the responsibility of field staff. This shall include, but is not limited to, the following:

- A. Check the gas, oil, water, transmission, and power steering fluids prior to vehicle deployment.
- B. Check the supplies and equipment (where required) to be certain that everything is accounted for and in proper order pursuant to prescribed specifications.
- C. Visually inspect the vehicle for any dents, scratches, or mechanical defects prior to deployment and upon return from field service.
- D. Complete any daily check out/inventory forms as assigned.
- E. Report immediately any and all conditions which pertain to the running condition of the vehicle to a supervisor or member of management as appropriate.
- F. At the completion of each shift of deployment, the vehicle is to be left by its respective ambulance crew in good, clean condition. Employees shall report any conditions contrary to this standard.
- G. Complete proper work order forms for the scheduling of routine maintenance and/or repairs or as assigned.

### **Section 23.09 - Equal Treatment**

The Union agrees to treat management, staff and property with due respect. The Union does not approve or condone the defacing or destruction of Company property and any such employees found to have committed such destruction or defacing of Company property shall be immediately terminated from employment.

### **Section 23.10 - Personnel Records**

An employee covered by this Agreement and the employee's authorized Union representative may have access during normal business hours to the employee's personnel file in accordance with the terms of this Article and any applicable law. If an employee wishes to view his/her personnel file, the employee or Union representative must provide Human Resources with at least seventy-two (72) hours advance notice, so that HR can assure the file will be available for viewing. The Employer will release information from the employee's file to the Union or another third party only upon presentation of a valid subpoena or a valid authorization for release that is signed by the employee. The employee may receive a copy of any document which is placed in his/her personnel file upon request.

Employees may receive a copy of his/her personnel file, provided the employee bears the expense of producing the copy. Cost for reproduction may be twenty five cents (\$.25) for the first page and ten cents (\$.10) for each page thereafter.

Employees may submit written rebuttals to any information appearing in their personnel files to which the employee disagrees.

### **Section 23.11 - Monitoring and other Security Devices**

- A. Due to the nature of the services the Employer provides the Employer reserves the right, and in some cases may be required by its permit or licensure, to utilize various means of surveillance and monitoring equipment. Such equipment may consist of, but is not limited to, telephone line audio recording, computerized telephone usage monitoring devices, radio traffic audio recording, vehicle location tracking systems, building access code systems, computer system access codes, telephone access codes, mobile data terminal (MDT), Auto Vehicle Locator (AVL), computer system monitoring devices, security door alarm codes, fixed security cameras (in locations that may include, but are not limited to, parking areas, apparatus floor, supply/storage areas, and narcotics storage areas; such locations shall not include bathrooms, sleep quarters, living areas), two-way drive cams, and/or restricted access lock systems .
- B. The parties agree that the Employer reserves the right to use two-way drive cam recording device in its ambulances.
- C. When activated by an event, the recorder captures a digital clip consisting of up to thirty (30) seconds prior to the event, and up to ten (10) minutes after the event. Events are triggered by g-force (including but not limited to impacts, sudden swerves, rapid acceleration or sudden deceleration) and/or manual activation (“panic” button). These digital clips do not allow “real time” monitoring of crews.
- D. When applicable, the Employer will meet with the employee(s) involved in drive cam events to assist in determining the cause of the activation(s). Drive cams may be used to counsel, train, educate and, when necessary, issue corrective action to employees for the avoidance of future, similar unsafe vehicle operation.
- E. Although the primary purpose of the two-way drive cams are to ensure proper and safe driving practices and to defend potential litigation, it is understood that digital files may be used as documentation of driving violations. Any investigation of a driving violation will be conducted in accordance with the terms and conditions of the collective bargaining Agreement.
- F. Two-way drive cam audio recordings, unless supportive of cause for vehicle operation violations, shall not be acknowledged or used for corrective action(s).
- G. If two-way drive cam information is used as evidence to support corrective action as the result of an investigation, the affected employee(s) and appropriate Union representative(s) will be allowed to view the images. Employees have the right to Union representation during investigations in accordance with labor law and the collective bargaining Agreement.
- H. AMR shall operate two-way drive cams in a manner consistent with Local, State and Federal law.

- I. The following is a general description of how two-way drive cam events may be classified. The assessment criterion includes, but is not limited to, these categories related to vehicle operation:
  - i. No risk: Triggered events where no risky behavior was present. This often is due to an event falsely triggered by high force due to a pot hole or speed bump.
  - ii. Collision: two-way drive cams will notify the Employer if a collision has occurred.
  - iii. At Risk Driving: This includes non-collision events that possibly demonstrate aggressive and/or poor driving skills, such as speeding, distracted driving and traffic violations that occur in non-emergency mode.
  - iv. Manual Trigger: Events through which the ‘panic’ button is pushed by the employee to manually capture an incident.
  - v. Positive Recognition Event: Events identified through event review or by recommendation, such as ‘above average’ driving skills (avoiding collision).

### **Section 23.12 - Weapons**

Carrying, possessing, or using a firearm or any other dangerous weapons by employees while on-duty, while in a Company vehicle, or on Company premises is strictly prohibited.

### **Section 23.13 - Crew Quarters**

- A. The Employer shall, to its best ability, maintain all crew quarters in a safe, habitable condition in accordance with applicable federal, state and local laws.
- B. Twenty four hour (24) crew quarters will include the following:
  1. One color television,
  2. Basic cable or satellite service - The Employer reserves the right to cancel cable/satellite services if the monthly cost of the cable/satellite service increases more than twelve percent (12%) in any calendar year during the duration of this Agreement.
  3. Wireless Internet - The Employer reserves the right to cancel wireless internet services if the monthly cost of the internet service increases more than twelve percent (12%) in calendar year during the duration of this Agreement. Employees shall abide by all of the Employers Policies, Rules, and Regulations with regards to internet usage. Additionally, The Union and the employee hereby undertakes and agrees to indemnify, defend and hold the 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.
  4. One DVD player supplied by the Local Union, upon request by the membership,
  5. One bed for each on-duty 24 hour crew member assigned to that station,
  6. Appropriate heating and air conditioning system,
  7. Shower facilities, where applicable, with hot and cold running water,
  8. Coffee maker

9. Kitchen sink w/garbage disposal where the disposal currently exists. Any replacement or new facilities shall be with landlord approval,
10. Bathroom with sink and toilet, and bathroom supplies (toilet paper and cleaning supplies),
11. Refrigerator,
12. Stove or hot plate where applicable,
13. Living room furniture to accommodate on-duty staff,
14. One dining table/chairs,
15. Microwave, and
16. The Employer agrees to allow employees to maintain existing lockers of comparable size, style, and type that were in place at Employer locations as of 5/5/15 for use by bargaining unit employees, unless otherwise mutually agreed to by the parties.

The Employer shall replace and/or repair the above Company provided items within a reasonable time after notification to the designated Employer representative.

- C. On duty employees may be provided access to posting locations that may provide facilities for basic living necessities, which may include a bathroom, microwave, furniture to sit etc. Should the Employer partner with any other agency or facility to provide such locations, or authorize the access of the Employer's 24hr crew quarters; then safety, security, and common courtesy will be provided to such outside agency, or the Employer's 24hr crew quarters.
- D. Bottled water will be provided for use on the ambulance only.
- E. Special issues concerning such items as post locations, lighting and safety considerations at post locations, access to sanitary washing and bathroom facilities at post locations, and kitchen appliances in crew quarters will be addressed through the Labor Management Committee.

## **ARTICLE 24. Administrative Leave**

### **Section 24.01 - Administrative Leave**

The Employer may place employees on unpaid administrative leave under the following circumstances:

- A. Investigation by the Employer into allegations of serious misconduct that could lead to a suspension or discharge; or
- B. Following suspension of clinical privileges by a regulatory EMS Agency and/or base hospital medical direction; or
- C. Following an arrest for alleged serious criminal misconduct

For purposes of section “serious criminal misconduct” includes, but is not limited to:

- 1. Any felony.
- 2. Any crime involving moral turpitude or intentional dishonesty for personal gain, including fraud, theft, etc.
- 3. Any crime related to the use, possession, sale or transportation of controlled substances, including any crime related to the operation of a motor vehicle while under the influence of a controlled substance or alcohol.
- 4. Any crime involving use of force, violence, physical threat or intimidation.
- 5. Sex related crimes.

Whenever an employee is placed on administrative leave, the Employer shall inform the employee (either verbally or in writing) of the general reason for the administrative leave.

The Employer shall use its best efforts to expedite the investigation/administrative proceedings for all employees on administrative leave. Employees will remain on administrative leave until the Employer’s investigation has been completed, or the EMS Agency proceedings or criminal proceedings have been completed as appropriate. Should the administrative leave for an EMS Agency proceeding and/or criminal proceeding last longer one hundred and twenty (120) calendar days, the employee shall be separated from employment.

Employees shall be allowed to use available accrued paid time off (PTO) while on administrative leave solely at the employee’s option. In the unusual event that the administrative leave continues beyond twenty (21) calendar days, the employee shall be returned to full paid status and remain off duty for the remainder of the administrative leave.

However, employees placed on administrative leave following suspension of their clinical privileges by a regulatory EMS Agency and/or base hospital medical direction, or following an arrest for alleged serious criminal misconduct (felony) may be continued on unpaid administrative leave until completion of the EMS Agency or criminal proceedings.

In situations where an employee is placed on administrative leave pursuant to subsection A above, should a determination be made that the employee is not at fault and does not receive any form of corrective action, the employee shall have all compensation related to missed regularly

scheduled shifts and/or PTO reinstated and paid no later than the second regular pay day following the conclusion of the investigation/determination. If an employee is issued a suspension as a result of being found at fault during the course of an investigation, any PTO days that were paid/taken during the administrative leave shall be credited as time served towards the length of the suspension.

In situations where an employee is placed on administrative leave pursuant to subsection(s) B and/or C above and subsequently reinstated, the employee shall not under any circumstances receive any form of compensation for any wages or benefits that were lost, or any PTO that was used, while on administrative leave. However, PTO days that were paid/taken during the administrative leave shall be credited as time served towards any additional corrective action.

## **ARTICLE 25. Disasters**

### **Section 25.01 - Local Disasters**

The Parties agree that the Employer shall be relieved of any and all obligations hereunder relating to scheduled paid time off, lunch and rest periods, job posting, shift changes and transfers, in the event of and during the term of a disaster or catastrophe such as fire, flood, explosion, power failure, earthquake, or other act outside the control of the Employer and causing disruption to the Employer's normal operations. In the event that the employee is on shift when a disaster occurs or the Employer designates a disaster situation, the Employer shall make every reasonable effort to allow the employee sufficient time to insure the welfare of the employee's family.

In the event an employee is on an-approved paid leave at the time of a local disaster such leave shall be honored. The Employer shall make an attempt to honor all prescheduled time off for employees who purchased non-refundable tickets. If the employee cannot be allowed the prescheduled time off, the Employer shall reimburse the employee upon presentation of the employee's ticket for the cost of any a non-refundable ticket.

### **Section 25.02 - National Disasters**

In the event of a National Disaster the employees who have volunteered to work as part of the Emergency Response Team (ERT) may be deployed. For employees deployed under these circumstances the Employer shall be relieved of all obligations under this Agreement; however, the Employer shall maintain the following conditions:

1. Wages – The Employer agrees to pay the greater of either the wages set forth by the national classification average or the controlling government authority's pay rate. Employees will be paid 24/7 portal to portal during their deployment.
2. Grievance Provisions shall remain in effect for all issues involving any matter related to disciplinary action and all matters covered under this Article.
3. Benefits, PTO and Seniority shall remain in effect throughout all periods of the deployment.

The relief of obligations under this Agreement for employees who volunteer to be deployed shall only apply during the term of the employee's deployment. The Employer shall use its best efforts to inform all volunteers of the wages, hours and anticipated conditions prior to the deployment of such volunteers.

### **Section 25.03 - Ambulance Mobilization Teams**

Should AMR establish Ambulance Mobilization Teams or Medical Task Forces (collectively, "Mobilization Teams") in accordance with state or local guidelines or requirements, bargaining unit employees who participate on such Mobilization 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 Mobilization Team activities, unless the Company and the Union enter into a separate written agreement establishing alternative wage rates and conditions of employment for Mobilization Team members.

## **ARTICLE 26. General Provisions**

### **Section 26.01 - 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 26.02 - Waiver**

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 the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subjects or matters specifically referred to or covered in this Agreement.

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

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.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any such term or condition.

### **Section 26.03 - Complete Agreement Clause**

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes and replaces all previously established private agreements, commitments, and practices whether oral or written, and expresses all obligations of and restrictions imposed on the Employer and the Union.

### **Section 26.04 - Savings Clause**

This Agreement shall be subject to all present and future applicable federal and state laws, or Executive Orders of the President of the United States and other appropriate rules and regulations of bona fide governmental authority. The Parties agree that if any provision(s) of this Agreement becomes unlawful or invalid by virtue of the above or the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement; rather, all provisions of this Agreement that are not declared unlawful or invalid shall remain in full force and effect for the life of the Agreement. The Parties further agree that if any provision of this Agreement is held invalid or unlawful, they will enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

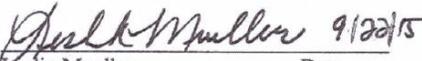
## **ARTICLE 27. Duration/Term Of Agreement**

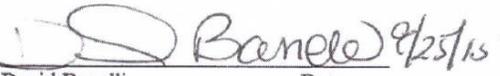
This Agreement shall become effective on September 11, 2015 and shall remain in full force and effect up to and including June 30, 2019. The parties agree that there shall be no retroactive implementation of any term or condition of this Agreement prior to the date of ratification. Additionally, the 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. Either party may give notice in writing of its desire to revise or terminate this Agreement not less ninety (90) calendar days prior to June 30, 2019.

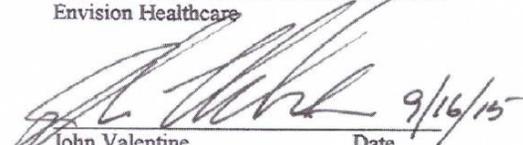
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

**For the Employer:**

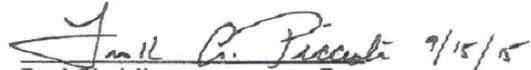
  
\_\_\_\_\_  
Leslie Mueller Date  
Chief Executive Officer, South Region  
American Medical Response

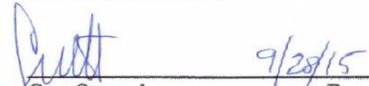
  
\_\_\_\_\_  
David Banelli Date  
National Vice President of Labor Relations  
Envision Healthcare

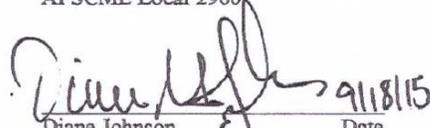
  
\_\_\_\_\_  
John Valentine Date  
General Manager  
River Medical, Inc.

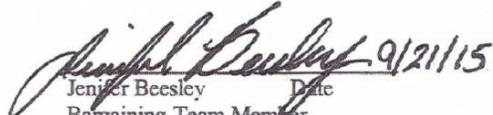
  
\_\_\_\_\_  
Aaron D. Napp Date  
Labor Relations Negotiator  
Envision Healthcare

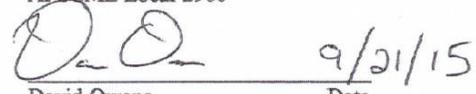
**For the Union:**

  
\_\_\_\_\_  
Frank Piccioli Date  
President  
AFSCME Local 2960

  
\_\_\_\_\_  
Curt Ostrander Date  
Chief Negotiator  
AFSCME Local 2960

  
\_\_\_\_\_  
Diane Johnson Date  
Chief Steward  
AFSCME Local 2960

  
\_\_\_\_\_  
Jennifer Beesley Date  
Bargaining Team Member  
AFSCME Local 2960

  
\_\_\_\_\_  
David Owens Date  
Bargaining Team Member  
AFSCME Local 2960