

Collective Bargaining Agreement

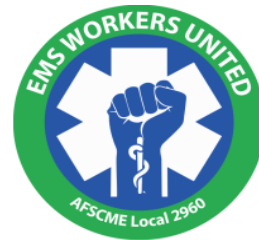
Between

Life Line Ambulance Services, Inc.,



&

EMS WORKERS UNITED
AFSCME LOCAL 2960



Effective: July 1, 2018 thru June 30, 2021

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AGREEMENT

This Agreement is entered into on **July 1, 2018** by Life Line Ambulance Services, Inc. (hereinafter referred to as “the Employer or “Management”) and American Federation of State, County and Municipal Employees (AFSCME) Local 2960, AFL-CIO (hereinafter referred to as “the Union” or “AFSCME”). 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 for the in the following pages for the specified term of this Agreement.

ARTICLE 1 - RECOGNITION

1.1- Scope of Agreement

The Employer recognizes the Union, as the sole and exclusive bargaining representative for all employees in the bargaining unit for which Union was certified by the National Labor Relations Board as the exclusive bargaining representative in matter number 28-RC-190991.

The bargaining unit shall include all full-time and regular part-time Paramedics, Reserve Paramedics, Emergency Medical Technicians (EMTs), Reserve Emergency Medical Technicians (EMTs) and Dispatchers employed by the Employer in Arizona; excluding all other employees, including mechanics, billing staff, office clerical employees, security 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, all other provisions contained within this Section shall be excluded from the grievance and arbitration procedure.

1.2 - Employee Defined

The term “Employee(s)” is defined as individuals occupying those classifications’ defined in Section 1.1 above.

1.3 - Extra Contract Agreements

In recognizing the Union’s sole and exclusive bargaining representative status the Employer agrees not to enter into any agreement(s) or contract(s) with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

1.4 - Bargaining Unit Work

Employer agrees that it will not subcontract work if the subcontract will have the purpose or effect of displacing bargaining unit employees or eroding the bargaining unit.

ARTICLE 2 – DUES CHECK OFF

2.1 - 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.

2.2 - 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.

2.3 - 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.

2.4 - PEOPLE

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

3.1 - 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. The Union will notify the Employer in writing when individuals leave the position of shop steward. Shop stewards shall suffer no loss in pay for attendance at investigatory and grievance meetings held during their shift.

3.2 - Union Access

A duly authorized representative of the Union shall be permitted to meet with employees on duty in order to conduct legitimate Union business (excluding general union membership meetings), provided such activity does not interrupt or interfere with the work of any employee. All business and conversation between Union representatives and employees will be conducted in a private location so they will be neither observed nor overheard by patients, customers or the public.

The Union agrees that its authorized representatives shall seek and obtain prior authorization from the Employer, by contacting the on-duty supervisor before visiting the Employer's premises, and that Union visits will be permitted only between 0800 and 2000 hours. In the event authorization is denied the union will be provided with the justification

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

3.3 - Union Bulletin Boards

- A. Glass encased bulletin boards (paid for by the union) shall be installed (paid by the Employer) at operation stations 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 or at the time of posting. The bulletin boards will be maintained by the shop steward and the official Union Officer, with the posting or removal of bulletins and publications to be handled only by the same. The Employer and the Union recognize the Employer's right to remove posted material which is derogatory or damaging to the Employer's business or industry after consultation with the Union representative.
- B. Union materials shall only be posted upon the bulletin board space as designated and not upon walls, doors, windows, etc.

3.4 - New Employee Orientation

The Employer shall provide the Union with as much notice as possible and a minimum of seven (7) days advance notice of upcoming new employee orientations. The Union shall be allowed to meet with and address employees attending each new orientation program. Union representatives shall pre-schedule the meeting date through Human Resources and shall be entitled to a maximum of thirty (30) minutes to address employees.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 - 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; the right to require employees to perform any related work of the Employer; the right to establish and assign job duties and the performance of work; the right to establish, eliminate or combine job classifications 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.

4.2 - 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), and ambulance units needed at any time, and shall solely schedule all Employees and units.

4.3 - 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.

4.4 - 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.

4.5 - 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.

4.6 - 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 the Union with an updated copy of the current personnel policies and Standard Operating Procedures. All employees will have access to all personnel policies and standard operating procedures via the employee portal. 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

5.1 - Corrective Action and Discharge

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

5.2 - Procedure

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

5.3 - Corrective Action Notices

The Employer shall notify an employee in writing of any corrective action or discharge. The notice shall identify the reason(s) for the corrective action or discharge and the effective date of the action. The Employer agrees to make available to the Union (chief steward or Union Officer) written warnings, final written warnings and discharge notices. The employee or the Union through its shop steward or field representative shall be entitled to contest any corrective action by filing a written grievance at Step 1, and any discharge by filing a grievance at Step 2 of the grievance procedure contained in Article 6 of this Agreement.

5.4 - Retention Period

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

Verbal Warnings	6 months
Written Warnings	12 months
Final Written Warnings	18 months
Suspensions	24 months

Beginning on the effective date of this Agreement, corrective action issued for patient care, harassment and work place violence violations shall not have a time limit to their viability and use.

5.5 - Disclosure

The Employer will, upon request of the Union, provide the Union copies of any documents relied upon by the Employer in support of the corrective action or discharge including, but not limited to, all investigative reports, witness statements and physical evidence. Documents provided shall include redacted information to preserve confidential or patient information. The documents and information must be provided to the Union in a timely manner.

5.6 - Time Limits

To be valid, written corrective action notices or investigations must be commenced within thirty (30) calendar days after the Employer became aware of the alleged conduct or should have been aware of the alleged conduct claimed as the basis for the disciplinary action. The time limit for issuing corrective action and discharge notices may be extended with the written mutual agreement of the

parties on a case-by-case basis 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.

ARTICLE 6 – GRIEVANCE and ARBITRATION

6.1 - Grievance Procedure

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

A “grievance” is any dispute brought against the Employer concerning the–interpretation or application or alleged breach of this Agreement and any challenges to corrective action or discharge, such matters shall be resolved according to the procedures and conditions set forth below.

Employees should attempt to resolve problems informally with their immediate supervisor before resorting to this grievance and arbitration procedure. Any such agreement between the employee and the immediate supervisor regarding a grievance will be a non-precedent setting settlement unless otherwise specifically mutually agreed to by the Union President and the Employer in writing. If the employee and supervisor are unable to resolve the complaint to their mutual satisfaction, then the employee may proceed to the formal grievance process set forth below.

The Parties agree that all grievances concerning terminations (defined as discharge or termination from employment) must be submitted directly to the Operations Manager as Step Two grievances and that all such grievances must be submitted no later than fifteen (15) calendar days after the termination date.

Step One

The Employee or the Union through its Union Officers/Staff, (excluding stewards) shall be entitled to submit a grievance in writing, via U.S. Postal Service certified mail or hand delivery to the Administrative Supervisor, no later than fifteen (15) calendar days after the occurrence giving rise to the grievance. Grievances sent by certified mail shall be deemed timely if postmarked fifteen (15) calendar days or less from the date the grievant or Union have been made aware of the action being grieved. The written grievance must include the following:

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

The Administrative Supervisor, shall meet with the grievant and his/her Union representative to discuss the grievance and shall, no later than fifteen (15) calendar days after receipt of the grievance, give the Union his/her written answer to the grievance.

Step Two

If the grievance is not satisfactorily resolved at Step One, the Union shall be entitled to submit the grievance to the Operations Manager, via U.S. Postal Service certified mail or hand delivery, no later than fifteen (15) calendar days after the Union’s receipt of the Step One answer. The Operations Manager, or his/her designee, may meet with the grievant and his/her Union representative to discuss the grievance and shall, no later than fifteen (15) calendar days after receipt of the Step Two grievance, give the Union his/her written answer to the grievance.

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 fifteen (15) calendar days of the Union's receipt of the Operation 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 fifteen (15) calendar days after the Union's receipt of the Operations 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 Operations Manager's answer to the Step Two grievance.

Step Four

If the grievance is not satisfactorily resolved at Step Two (or at Step Three, if the parties have agreed to voluntary mediation), then the Union may submit the grievance to arbitration by filing a written demand for arbitration with the American Arbitration Association ("AAA") no later than fifteen (15) calendar days after either the date the Union receives the Regional Director's Step Two answer to the grievance or the date the mediator gives his/ her oral recommendations to the parties, whichever is appropriate. An arbitrator shall be selected in accordance with AAA procedures and an arbitration shall be conducted in accordance with its Labor Arbitration rules and the terms of this Agreement.

6.2 - Arbitration

- A. 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. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action or discharge, in which the Employer shall have the burden of production and proof at the hearing.
- B. The Parties agree that the fees and expenses of the arbitrator shall be paid by the losing party, and that all other arbitration expenses incurred by either party, such as witness fees, legal fees, transcript fees, etc., shall be the sole responsibility of the party incurring such expenses.
- C. 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 evidence at

the arbitration hearing. The arbitrator shall also have the authority to resolve any pre-hearing motions presented by either party.

6.3 - Awards

The Parties agree that in no event shall any award be retroactive beyond one pay period prior to the effective date on which the grievance was originally presented in writing. In addition, any monetary awards shall be reduced by any unemployment compensation or other interim wages earned by new employment by such terminated employee during the period of the employee's termination to offset such wages lost by the employee by virtue of such termination from the Employer.

6.4 - 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.

6.5 - 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.

6.6 - 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

7.1 – Probationary Period

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

- A. Full Time: Six (6) months from the 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. The first thirty (30) day extension shall be at the sole discretion of the Employer. Any extension above the initial thirty (30) days shall be by mutual agreement between the Employer and the Union. Employees who are in 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 all appropriate accruals retroactive to the employee's date of hire.

An employee who changes his/her job classification from EMT to Paramedic 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 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 into a regular part time position in their previous classification, provided an open regular part time position is available, with the first right of return subject to their seniority to next open regular full time position with in their previous classification. That employee shall be eligible to attempt reclassification after a ninety (90) day period. Actions other than a return to the prior classification level will be subject to the grievance and arbitration procedures outlined in this Agreement.

7.2 – Discharge During Probation

At any point during or at the end of the probationary period, the Employer may issue corrective action and/or discharge any such employee at will and such corrective action and/or discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 8 – HEALTH and SAFETY

8.1 - 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 Union recognizes the right of the Employer to implement and enforce safety rules as may be required from time to time to comply with local, state, or federal laws and regulations and OSHA requirements, or to comply with the contractual safety and OSHA requirements of the Employer's customers. All employees shall be required to abide by such safety and OSHA rules. Employees who violate the safety and OSHA rules may be subject to appropriate corrective action.

8.2 - Safe Work Environment

The Employer shall provide safe materials, equipment, vehicles and working conditions for all employees covered under this Agreement. The Employer will provide regular OSHA training and instruction in driver safety and proper lifting/extrication techniques to those employees whose duties and/or job performance would relate to or benefit from such training.

8.3 - Employer Paid Immunizations

The Employer will make available 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. 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. In the event, during the term of this Agreement, the Employer no longer provides such immunizations, the Employer shall then be responsible for reimbursing any employee for any fees any employee incurs in obtaining such immunizations elsewhere.

8.4 - Safety Equipment

- A. The Employer shall make available to all field employees the following safety and protective gear for each employee:
 - Tyvex sleeves;
 - Eye Protection;
 - N-95 respirator;
 - Breakaway High Visibility Vests;
 - Nitrile Gloves;
 - Hearing Protection;

- Traffic control/visibility items;
- Flashlight;
- A functional portable communications device. The portable communications device shall include an appropriate holster/clip;
- Vehicle access (key and keyless) device, where applicable;
- Employer Cell Phone; and
- Workmen's Gloves

8.5 - 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. If the loss or damage is admittedly or clearly the fault of only one of the employees, then that employee shall be individually responsible. Employees are subject to appropriate corrective action for the loss or damage to property, vehicles, on-board equipment or supplies up to and including discharge. Employees will not be financially liable for the loss, or damage, of any Employer property, vehicles, equipment or supplies, unless the Employer can establish such loss or damage was intentional by such employee.

ARTICLE 9 – LICENSES and CERTIFICATIONS

9.1 – Licenses and Certifications

All employees are required to maintain the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. Failure to maintain required licenses, certificates and/or accreditations shall 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.

9.2 - Required Licenses and Certifications

Employees are required to maintain and provide the Employer with current copies of the following licenses and certifications prior to their expiration:

Dispatcher

EMD

CPR

EMT

Arizona EMT Certification*

Arizona State Driver License*

AHA BLS Provider Card*

AMR Hazardous Materials Certification

AMR Orientation Training

AMR Driver Training Certification

AMR Infectious Disease Training

Paramedic

Arizona State Paramedic Certification*

AHA ACLS Provider Card*

Arizona State Driver License*

AMR Hazardous Materials Certification

AMR Orientation Training

AMR Driver Training Certification

AMR Infectious Disease Training

ICS -100/200 series

AHA PALS Provider Card*

AHA BLS Provider Card*

NIMS – 700/800 series

*Employees are required to possess and carry the applicable above-referenced licenses and certifications while on duty and performing the duties of their position.

9.3 - Expiration or Lapse of Licenses and Certifications

- A. Employees who perform work duties without the required license, certificate and/or accreditation shall be immediately discharged from employment.
- B. All employees are required to maintain the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. It is the employee's responsibility to renew all required certifications, licenses and/or accreditations prior to their expiration date. Proof of such renewal must be submitted to the Clinical Services/Communications Supervisor no later than seven (7) days prior to the expiration date(s).
- C. Employees who have not provided proof of their certifications, licenses, and or accreditation renewal within seven (7) days prior to the expiration date shall cause the employee to be removed from the schedule. Once the employee has provided an up-to-date certification, license and/or accreditation the employee shall be returned to the schedule as soon as possible thereafter. Employees who turn in their licensure, certification and/or accreditation after they were removed from the schedule will be allowed to pick up open shifts and special events only after clinical services or Communication Supervisor has received and processed the employee's license, certification or accreditation.

- D. Failure to maintain such licenses, certification 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.
- E. Failure to obtain the required license, certificate or accreditation within thirty (30) calendar days from the employee's removal from the schedule shall be cause for the employee's separation from employment. Employees who obtain the required license, certificate or accreditation within the thirty (30) calendar day period shall be returned to work at the next available shift availability and shall be subject to corrective action.

9.4 - Suspensions of Required Licenses and Certifications

Employees whose state or local license is suspended by a state or local agency shall be placed on unpaid administrative leave for a maximum of sixty (60) days. Employees may utilize accrued PTO solely at their option during any portion of the administrative unpaid leave. Employees shall be required to have all licenses, certifications, and/or accreditations up to date by the conclusion of the unpaid administrative leave. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for separation from employment.

9.5 - Employees on Leaves of Absence

Except as otherwise defined in Article 13 of this Agreement, employees on approved leaves of absence shall be required to have all licenses, certifications, and/or accreditations up to date prior to returning from leave. Failure to maintain such licenses, certifications, and/or accreditations is cause for separation from employment.

9.6 - Driver Exclusion

Employees who drive Company vehicles are subject to the motor vehicle record requirements of the AMR Driver Qualification Standard, which is part of the Company's national vehicle safety policy.

Employees who are excluded from driving Company vehicles by the Employer's insurance carrier or by application of the AMR Driver Qualification Standard shall be subject to appropriate corrective action, up to and including discharge. All drivers shall be solely responsible for remaining properly certified and/or licensed in accordance with state requirements to drive ambulances and/or other Company vehicles. Drivers who fail to maintain a valid driver's license or whose license is suspended for any reason shall not be allowed to drive Company vehicles and shall be subject to corrective action, up to and including discharge.

ARTICLE 10 – HOURS OF WORK

10.1 – Definitions

The definition of terms covered this Agreement 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.
- C. **Full-Time Employee:** Employees who are regularly scheduled to work 36 hours or more per week.
- D. **Regular Part-Time Employee:** Employees who are not on a regular schedule.
- E. **Vacant Position:** A position vacated by a full-time employee resignation or termination, on long term (more than 60 days) workers' compensation, and on long term (more than 60 days) Company approved leave of absence, excluding FMLA.
- F. **Holdover:** A duty assignment that prevents an individual or crew from clocking out at their scheduled end of shift time.

10.2 - Reporting for Work

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

10.3 - Work Schedules

- A. Work schedules shall be posted through the Company's scheduling software which shall be the primary source to be used to view work schedules. Shift assignments outside of the Employee's regular scheduled shift and greater than forty-eight (48) hours from the start of the shift, employees are required to access the Company's scheduling software to confirm an assigned shift. For shift assigned less than forty-eight (48) hours prior to the start of the shift, employees will be contacted by the Company's scheduler.
- B. Except as specifically provided elsewhere in this Agreement, any employee whose regularly scheduled hours are reduced or eliminated by the Employer shall be afforded the first right of refusal for any open shifts or available hours during the pay period in which the employee's regularly scheduled hours are reduced or eliminated.
- C. The Employer shall have the right to add, delete, change or implement new shift schedules or hours as it deems appropriate when necessary to meet the terms of its client contracts and/or to meet system status requirements. The Employer when modifying individual work hours shall provide advance notice to the affected employee.

10.4 - Part-Time Employee Requirements

Part-time employees shall be required to work twenty-four (24) hours each calendar month and one Company recognized holiday per year, to retain employment with the Employer, so long as the Employer has a sufficient number of open shifts to fulfill such requirement.

All open shifts determined by the Company to fill shall be made available via the Employer's scheduling software posted no later than the fifteenth (15th) of each month. Part time staff shall select open shifts, utilizing the Company's scheduling software between the 15th and 20th of each month for the following month. Using the auction format once a part-time employee selects such shift, the scheduler shall award shifts to the part-time employee who is then committed to work such shift. Part-time employees who do not select open shifts between the 15th and 20th of each month shall be solely responsible for working open shifts over the course of each month to meet their minimum work hour requirements. Part-time employees will not be contacted to confirm availability and are required to work the shift that they have selected.

Part-time employees who do not meet the minimum monthly hour requirement for either: two (2) consecutive months or for any (3) three months in a twelve-month period, will be considered to have abandoned their assignment and automatically separated from employment.

10.5 - Shift Bids

- A. When a vacant position of a full-time employee occurs, and the Employer desires to fill such vacancy, the Employer shall post a notice of such vacancy electronically. Employees shall have seven (7) calendar days from the date of posting to bid for such vacancy. Employees shall submit bids on the Company approved shift bid form either electronically or in-person. 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(ies) shall be temporarily filled by the Employer using full time staff who have not accepted a bid assignment or part-time staff. The Employer will conduct a shift bid twice per calendar year for all vacancies filled by the Employer for each of the previous six- month periods.

Employees with active discipline within six (6) months shall not be eligible to bid for an open vacancy. Regular part time employees are not eligible to bid unless they are full time on or before the date the shift bid is released. The most senior qualified employee applying for the posted vacant position, utilizing classification seniority within such vacant position, shall be awarded such vacant position. Any employee who has accepted a bid assignment within the last one-hundred and eighty (180) days from the date of the bid award shall not be eligible to bid until such one-hundred and eighty (180) day period expires.

Employees can be excluded from bidding on certain positions if the position has specific requirements or an individual does not qualify for it. In the event a client; customer or facility specifically objects to an individual working with that client; customer or at a specific facility, the parties shall meet to discuss reasonable solutions regarding the complaint.

- B. The Employer shall provide the Union President copies of all shift bid postings and shift bid results at the same time such postings...

10.6 - Filling Open Shifts

- A. An open shift is defined as any shift that becomes available either through a shift bid, an employee on approved PTO; approved leave of less than sixty (60) days or an employee calling out prior to the start of a shift.
- B. It shall be the employee's responsibility to enter their shift availability into the Company's scheduling system to be eligible for assignment into an open shift. As shifts become available based on item A above, the company shall notify the employee-through the scheduling system that the employee has been assigned to the shift. In the event there is less than 24-hour notice the Employer shall get acknowledgment from the employee to confirm such assignment. Shift assignments shall be determined first by part-time staff who are not scheduled to work, or have not worked, or, will not work over forty (40) hours in the week of the open shift. If the shift remains open after exhausting such part-time employee list, full-time employees shall be offered the open shift(s) based on the least number of overtime hours worked.

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

In the event the shift remains open after exhausting the above lists, the Employer shall fill the shift utilizing mandation of all qualified full-time employees in reverse seniority order.

10.7 - Maximum Consecutive Shifts

In support of our collective commitment to the safety of all workers, and in the interest of providing the best quality patient care to the public at all times, no employee shall work more than forty-eight (48) consecutive hours without prior approval from management. Requests by employees to work any consecutive shift will be approved at the Employer's discretion. Following any consecutive shifts worked, the minimum time off between any additional shifts will be no less than eight (8) hours.

10.8 - Workload Fatigue Relief

Upon the Employer receiving notification of a long-distance transport of 400 round trip miles or more, the Employer will use its best effort to dispatch a crew that can complete the call within their scheduled work time.

10.9 - Call In/Call Back Pay

Employees who are called in to work, or called back to work from off duty, to complete unfinished work shall be paid for the actual hours they remain at work at the appropriate wage rate.

The sole exception to this Section shall be for employees called back for training in which case the employee will be paid for the actual hours in training or a minimum of two (2) hours (whichever is greater) at the appropriate wage rate. Such pay shall be considered work time.

10.10 - Report in Pay

- A. Any employee who is not in an overtime schedule and 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 accept assignment to another unit for the duration of the originally scheduled shift. In the event, another unit is not available the employee shall be required to remain at work for two (2) hours and the Employer shall assign duties for the employee to perform. If a shift

becomes available within the two hour period, the employee shall be assigned the shift and be required to work the entire shift at his/her applicable hourly rate of pay. At the end of the two- hour period the employee shall be released from work, however if the Employer is aware of a shift that is available within the next hour the employee shall be given an option to work the open shift or be released from work for the day and paid for all hours at work. In such circumstances, the employee shall not be required to work beyond the accepted shift end of shift time.

- B. The Employer will attempt to provide 24-hour advance notice of the cancellation of any prescheduled overtime.

10.11 - Overtime

Employees shall be paid overtime for all hours worked over forty (40) in a workweek, and shall be paid at their rate of one and one- half times (1.5x) their regular hourly rate of pay.

10.12 - Holdover

It is the responsibility of the Employer to make the arrangements in order to ensure customer service is not interrupted. The Employer reserves the right to holdover any employee past the end of their regularly scheduled shift. Employees on holdover shall be required to respond and complete all calls as assigned.

- A. In the event an employee is to be held over on a mandatory basis for circumstances beyond call completion, the Employer will notify the employee as soon as possible.
- B. Should the potential for mandatory holdover arise, every effort will be made by the on-duty supervisor or his/her designee to find voluntary coverage before a mandatory holdover is implemented. Employees who are held over in excess of two (2) hours shall receive one-half (.5X) times additional compensation as a premium for all hours worked in excess of two (2) hours while on holdover.

10.13 - Shift Trades and Shift Giveaways

Each employee shall be entitled to trade shifts in accordance with the following procedure:

1. A shift trade is defined as an equal exchange of hours with another employee of the same job classification within the same pay period. Employees who trade shifts must meet area specific qualifications where applicable. Trades shall be for a full shift or 12 hours of a 24- hour shift, except in Dispatch, where the minimum trade must be 2 or more hours.
2. A shift giveaway is a shift which a full-time employee gives to a part-time employee without the responsibility of assuming another shift in return. Shift giveaways will be limited to no more than four (4) per calendar year and shall meet the same criteria as shift trades as defined in this Article. In the event of Paramedic students, the Employer may approve additional giveaways per calendar year. Employees shall be responsible for finding their own coverage and shift giveaways must be submitted pursuant to the time limits as outlined in this Article. Employees will not be required to utilize their paid time off (PTO) concurrent with the first (1st) shift giveaway per calendar year. However, employees will be required to utilize their PTO concurrent with the second (2nd), third (3rd) and fourth (4th) shift giveaway per calendar year, provided they have sufficient PTO time to cover the applicable hours. If the employee

does not have enough accrued PTO for the second (2nd), third (3rd) or fourth (4th) shift giveaway, the request may be denied.

3. Employees must submit a completed request in the Company's scheduling software system, at least a minimum of ninety-six (96) hours prior to the date of the requested trade/giveaway. Once a request is approved under the Company's scheduling system such approval shall not be altered, except by mutual agreement between the parties.
4. The on-duty scheduler will respond to the request as soon as possible but no later than forty-eight (48) hours from the submission of such request, unless the trade request is submitted on a Friday or Saturday whereby the scheduler shall respond within seventy-two (72) hours. Trades/giveaways will be approved at the discretion of the Employer. Shift trades/giveaways shall not result in additional overtime costs to the Employer.
5. Shift trades/giveaways shall not result in uncovered hours.
6. Employees will be held accountable for shift trades or giveaways they agree to cover.
7. 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 requirements as outlined in 10.4 above.
8. It is the responsibility of the employee requesting the trade/giveaway to confirm with the scheduling department or supervisor that such request has been received and to confirm that the change has been approved prior to the first affected shift. If the trade/giveaway has not been approved, the original employee is required to work the shift.

10.14 - Change in Status

Full time employees (with greater than six (6) months of full time employment) seeking to move to a part-time status must apply for an open position using the Employers recruiting system. Such employees shall have preference over external applicants for part-time positions. Employees must not have disciplinary action taken in the most recent six (6) months prior to status change. All application requests for change in status will be subject to approval by the Employer based on operational need.

Full time employees moving to part-time status will forfeit eligibility for PTO or insurance benefits, subject to applicable state and federal law. Any accrued PTO balance will be paid out in full of the running balance within 30 days of status change.

10.15 - On Call Status

In the event a need exists for employees, on a voluntary basis, to be "On Call" the Employer may, at its sole discretion, elect to post and staff an "On-Call" position(s) for a period of 12 or 24 hours. Each employee in an "On Call" status shall be paid at a rate of \$25.00 for a 12-hour shift or \$50.00 for 24-hour shift on call not to exceed 12 or 24 hours respectively. In the event the "On-Call" position(s) is needed, they shall report to the respective work location within 90 minutes from initial receipt of the call or when message is left. In the event the employee does not pick up the phone or respond within 10 minutes of the call it shall count as (1) Single attendance occurrence and the employee shall forfeit

their on-call pay. Each employee shall be paid straight time unless already in an Overtime status. Employees shall sign up for the “On-Call” position using the companies scheduling software.

ARTICLE 11 – SENIORITY

11.1 -Seniority Defined

- A. Company seniority shall be defined as an employee’s continuous full-time or part-time employment with the Employer from the employee’s most recent date of hire with the Employer. Under no circumstances shall an employee hired prior to the effective date of this Agreement suffer a reduction in seniority by virtue of the adoption of this Agreement, except as specifically provided for 11.2. Continuous full-time seniority shall be used for purposes of determining time off accruals and benefits. Company 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 with the Employer from the employee’s service date into the employee’s current job classification. Such seniority shall be used for the purposes of determining shift bidding. Part-time employees who become full-time employees will be given fifty percent (50%) of their part-time seniority for purposes of shift bidding, layoff and recall.
- C. Employees who change job classifications shall be credited with fifty percent (50%) of their classification seniority in their former classification, up to a maximum of three (3) years, for purposes of shift bidding in their new classification.
- D. In the event two or more employees have the same date of hire, seniority shall be determined by the more senior birthdate.

11.2 - Loss of Seniority

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

- A. Resignation, unless rehired within six (6) months.
- B. Discharge for just cause.
- C. Six (6) months of continuous layoff.
- D. Failure to report on recall to work following layoff within fourteen (14) calendar days from the date of receipt by certified mail.

11.3 - 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 possible, 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. In the event it becomes necessary to make a work force reduction, layoffs will occur in inverse order of Company seniority 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.

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 receipt 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 fourteen (14) 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.

ARTICLE 12 - PAID TIME OFF (PTO), PAID SICK TIME (PST) AND HOLIDAYS

12.1 - Paid Time Off (PTO)

All regular full-time employees covered by this Agreement who have completed their probationary period shall be eligible for Paid Time Off (PTO) which shall accrue from the date of hire in accordance with the schedule provided in Section 12.2. Part time employees will not accrue PTO or other paid leave time, unless required by applicable state or local law. PTO may be used for personal time, vacation, or sick time as the employee wishes. PTO shall not count as hours worked for the purposes of calculating overtime.

12.2 - Paid Time Off (PTO) Schedule

- A. Full-time employees shall accrue PTO on a per pay period, bi-weekly basis, based on years of service as indicated below. Accrual amounts will vary by shift type.

<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

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

12.3 - PTO Use

Paid time off shall be paid at the employee's straight time hourly rate and may be requested in weekly or daily increments for the subsequent six (6) months only. Requests for paid time off shall be awarded based on a first-come, first-served basis. At the time of the employee's PTO request, the employee must have enough available PTO in his/her bank to cover all hours requested. If an employee does not have enough PTO hours prior to taking the time off, his/her PTO requests will be withdrawn. Employees who take time off without pay may be subject to corrective action.

Requests for paid time off shall be in the Employer's scheduling system a minimum of fourteen (14) days in advance of the time off requested. Any requests submitted less than fourteen (14) days shall be at the discretion of the Employer. The scheduling department will respond to the requests within three (3) business days of receiving the request.

Requests for PTO usage that are related to emergencies and other unexpected and unplanned events shall not be unreasonably denied by the Employer. Once an employee's request has been approved, it cannot be canceled for reasons other than a major emergency. A minimum of two (2) Paramedics, three (3) EMTs and one (1) Dispatcher will be approved for prescheduled PTO on any given day. Additional employees above the minimum may be approved for prescheduled PTO on the same day, at the Employer's discretion, provided adequate personnel are available to accommodate the necessary workload and the employee has sufficient accrued PTO to cover the requested time off.

12.4 - PTO Carry Over

Full-time employees shall be entitled to carry over a maximum three hundred (300) hours of PTO into the following calendar year. Once an employee's PTO bank reaches the maximum allowed, the employee's accrual shall cease until such time as the employee's balance drops below the maximum allowed.

12.5 - PTO Pay at Termination and Status Change

An employee whose employment has been terminated, or who resigns, and who has unused accrued PTO pay shall receive all such pay in addition to any other pay due in his/her final check. All PTO pay outs at time of termination and change in status from full-time to part-time, shall be paid at the employee's straight time rate. Employees who voluntarily terminate their employment and fail to provide a minimum of a two (2) week notice or who fail to complete all paperwork; or return all company property shall forfeit all accrued unused PTO time. If PTO is taken during the final two weeks, employees will be expected to make up those days in order to be paid out any remaining PTO balance and to be considered as "leaving in good standing". All PTO pay outs at time of change in status or termination, either voluntarily or involuntarily, shall be paid at the employee's straight time rate.

12.6 - PTO Pay in Lieu of Time Off

Employees may, at their option, with sixty (60) days advance notice to the Employer, choose to receive pay in lieu of time off, two (2) times per year, and cash out up to 50% of their PTO accrued amount. Such cash out shall be at the employee's straight time rate of pay.

12.7 - Paid Sick Time (PST)

The Employer will comply with all requirements of the Arizona Proposition 206 – Arizona Sick Time Policy. Employees choosing to utilize PST must indicate such at the time of their call out.

12.8 - Holidays

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

New Year's Day	Embracing Diversity Day (3 rd Monday in Feb.)
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day

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

- B. Holiday compensation will be paid for all hours worked on the holiday between 0000.00 and 2359.59 hours. In order to be eligible for holiday pay, the employee must work his/her regularly scheduled shift before and after the holiday, unless the employee is on an approved vacation day before or the day after the holiday. There shall be no duplication and/or

pyramiding of overtime. Additionally, hours paid at the premium rate shall not be used for the purposes of overtime calculations.

- C. The Employer agrees to continue the practice of providing crews on duty, on Thanksgiving, holiday dinner and the Union will provide holiday dinner for crews on Christmas.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 - Family and Medical Leave Act (FMLA)

Employees may request a leave of absence under the provisions of the Family Medical Leave Act of 1993 provided they meet all of the criteria required by the Act. The Employer shall abide by the Family and Medical Leave Act of 1993 and have the right to request that the employee obtain a medical certificate supporting the leave request. Medical benefits for employees on Family Medical Leave will continue provided the employee pay 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, unless prohibited by FMLA or any other applicable Federal or State law. 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.

Employees requesting FMLA must submit a request for FMLA at least thirty (30) days in advance if possible.

An employee seeking medical leave under the FMLA must provide written certification by a physician or practitioner. Employees who are eligible for intermittent leave under the FMLA must also demonstrate medical necessity before a reduced schedule will be granted. The Employer reserves the right to request a second medical opinion at the Employer's expense. In the event that the second opinion differs from the certifying doctor, a third opinion may be requested at the Employer's expense.

Employees returning from FMLA leave will be reinstated in their former position or an equivalent position with the same benefits and compensation. Employees who request and are granted a leave after their twelve (12) week FMLA eligibility cannot be guaranteed a position will be available when they are ready to return. If an employee on FMLA does not to return to work, the employee must reimburse AMR for the employer portion of the insurance premium paid during the leave, unless the employee is unable to return to work due to circumstances beyond his or her control.

13.2 - Personal Leaves of Absence (“PLOA”)

All full-time employees may request an unpaid Personal Leave of Absence (“PLOA”). A PLOA cannot exceed ninety (90) days in a rolling 12-month period and must be for a minimum of thirty (30) days. Approval of all Personal Leave requests are solely at the discretion of the Company.

To be eligible for unpaid personal leave, a full-time employee must have exhausted all accrued paid leave and Family Medical Leave of Absence (FMLA) leave, if applicable, or is not eligible for FMLA.

The full-time employee's supervisor and Human Resources must approve such a request in advance. Unpaid personal leaves for less than 30 days may be granted for extraordinary personal reasons. Requests will be reviewed on a case-by-case basis and may be denied for such reasons as unsatisfactory job performance, unavailability of alternative coverage, or the operational needs of the Company.

In instances where leave is taken for educational purposes or extensions of an already approved leave, exceptions may be granted at the sole discretion of the Employer. Employees will be required to provide supporting documentation validating the leave for educational purposes. A PLOA requested

specifically to attend an Employer approved paramedic training school maybe granted. At no time, shall a leave of absence be granted to permit employees to work for another private or public provider of emergency or non-emergency ground medical transportation.

13.3 - Workers' Compensation Leave

Employees, who become ill or injured (same claim) resulting from their job responsibilities and are unable to perform their normal work duties will be paid for the remainder of their shift and be granted a leave of absence not to exceed twelve (12) calendar months in any rolling eighteen (18) month period from the onset of the leave, subject to applicable state and federal law. Such leave shall not extend beyond their period of incapacitation for duty. An employee who fails to return at the end of the scheduled leave of absence shall be considered separated from employment. If an employee is cleared to return to work and fails to return to work he or she shall be separated from employment, except that employees will be allowed an additional thirty (30) days following their clearance to return to work to restore any required licenses, certifications or accreditations. The Employer retains the right to separate from employment any employee who fails to restore the required license, certification, or accreditation within the thirty (30) day period immediately following expiration of such leave.

Whenever feasible the employer may offer a transitional duty (also known as “modified duty” or “light duty”) to employees who have suffered a work – related injury or illness. Such duty shall not be offered to any other employee, subject to any applicable federal, state or local law. Time worked in such position shall not exceed one hundred twenty (120) days. An employee working in a limited duty position shall be paid their applicable hourly rate of pay.

Employees on a workers' compensation leave of absence will be allowed to return to a position within their job classification only upon successful passing a return to duty Physical Abilities Test (PAT). Workers' compensation leave of absence will run concurrent with any other qualified LOA.

In the event an employee is separated from employment after twelve (12) months on a Workers' Compensation leave and is subsequently medically cleared to return to full duty within sixty (60) days following the separation from employment, the employee shall have first right of refusal for an open position in the employee's most recent classification, provided the employee has all the required certifications and licenses. Should the employee be rehired in accordance with this Section, the employee shall have all seniority, PTO, pay and benefits restored to the level the employee would have received if the employee had not been separated from employment.

13.4 - Jury Duty

Employees who are summoned for jury service will be granted time off to meet their jury service obligation in accordance with law. Employees are required to provide documentation of the required jury service to the company. Full-time employees shall receive compensation for up to a maximum of ten (10) scheduled working days missed resulting from jury service. Employees may opt to refuse compensation and continue working during the period of their jury service if reasonably feasible. Employees will be afforded every opportunity to pick up open shifts and the Employer shall accommodate such requests dependent upon the operational schedule.

13.5 - Subpoenas/Witness Service

Employees subpoenaed by a governmental agency to appear in an administrative or legal proceeding, or to give a deposition specifically to a work-related patient case shall be granted time off without

loss of pay or benefits. Employees must submit documentation reflecting the time spent in compliance of said subpoena to the Operations Manager upon their return to work to receive payment for such time.

Employees subpoenaed or called to testify on behalf of the Employer about work-related matters shall be granted time off and receive compensation as hours worked at their applicable rate of pay. Employees must submit documentation reflecting the time spent in compliance of said subpoena or request to testify to the Operations Manager upon their return to work to receive payment for such time.

Employees shall not be entitled to compensation under this provision if the employee is subpoenaed by or on behalf of a present or past employee to appear in a legal or administrative proceeding initiated by the present or past employee against the Employer or for any personal claims outside of work.

13.6 - Bereavement Leave

When a death occurs in an employee's immediate family, the employee shall be entitled to three (3) days paid bereavement leave for shifts within three (3) consecutive calendar days. Any employee who is notified of a death in the immediate family while on duty will be relieved upon notification of the supervisor for the remainder of their shift with pay.

An immediate family member for the purposes of this section is defined as the employee's spouse, child, including still birth, stepchild, parent, step-parent, mother-in-law, father-in-law, sister, brother, stepsister, stepbrother, grandparent, grandchild, aunt, uncle, domestic partner or significant other residing with the employee at the time of death.

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

Time off without pay may be granted or an employee may use approved accrued PTO in cases of bereavement for individuals not included in the definition of the immediate family, or for bereavement travel, provided the employee receives approval from the Company in advance.

13.7 - 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 time off with 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 twelve (12) 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.

13.8 - Election Day Leave

Employees covered by this Agreement, shall be entitled to Election Day leave consistent with ARS §16-402.

13.9 - Benefits During Leaves of Absence

- A. All health and welfare plans, including spending accounts, for employees on approved leaves of absence may be continued or revoked at the employee's request for the duration of the leave. Cancellation of benefits must occur within thirty-one (31) days of the onset of the leave. Employees who choose to continue health benefits during an approved leave of absence remain responsible for all insurance premiums are responsible for contacting the company's benefit department for such matters. Employees who choose not to make the premium payments will have their coverage discontinued and will be offered the continuation of benefits in accordance with 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.

- B. Seniority shall continue to accrue during all approved leaves of absence, except for an unpaid PLOA. Employees do not accrue PTO and are not entitled to holiday pay while on an approved leave of absence.

13.10 – Return from Leave

- A. Employees on any leave of absence which exceeds thirty (30) calendar days shall notify the Employer at least fourteen (14) calendar days prior to the employee's expected date of return to work of their intention to return to work. In the event an employee does not provide the Employer at least fourteen (14) calendar day notice prior to the employee's date of return to work, such employee may be delayed in getting back on the work schedule. Employees who fail to notify the company of their return will be subject to corrective action.

- B. The Employer shall not have any obligation, to hold the employee's position or to return employees to their former assignment upon return from the following leaves of absence, i.e., Personal, Workers' Compensation and Military Leave. Employees shall receive the rate of pay (plus any applicable wage increases) and shall be entitled to all seniority and benefits they acquired and/or accrued prior to taking such leave and any additional accruals to which they are entitled.

ARTICLE 14 – EMPLOYEE BENEFITS

14.1 - 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 benefits plan on the first day of the month following sixty (60) consecutive calendar days of full-time employment.

Plan Changes

In the event plan(s) covered under this Agreement are no longer available, the Employer reserves the right to offer equivalent plan(s) under an alternate insurance carrier or provider. In such event, the Employer agrees to provide notification to the Union in order to provide opportunity for impact bargaining.

14.2 - Medical Insurance

Effective January 1, 2018 the Employer shall maintain the status quo medical plans and premium cost shares through and including December 31, 2018.

Effective January 1, 2019, medical and prescription drug coverage, shall be the Anthem Consumer Driven Health Plan (CDHP) 1500 with Health Savings Account; the Anthem Consumer Driven Health Plan (CDHP) 2000 with Health Savings Account and the Anthem PPO 750 plan.

Effective January 1, 2019, medical plan premium cost shares shall have the Employer contributing seventy-five (75%) of all coverage types and the employee contributing twenty-five (25%) percent.

14.3 - Dental Insurance

Effective January 1, 2018, and each January 1 thereafter, the Employer shall pay 50% of dental insurance premiums.

Effective January 1, 2019, dental coverage shall be as described in the Aetna DMO/PPO and Open Choice plan summary/summaries.

14.4 - Vision Insurance

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

14.5 - Long Term Disability Insurance

- A. The Employer shall provide a long-term disability plan, at no cost to the employee, 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.

- C. Employees have the option to purchase additional Long-Term Disability insurance coverage for themselves and/or their spouses and dependent children through payroll deduction.

14.6 - 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.

14.7 - 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.

14.8 - 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.

14.9 - Liability Insurance

The Employer shall maintain, at no cost to employees, liability insurance which covers employees covered by this Agreement when they are performing work-related duties.

14.10 - Employee Assistance Program (“EAP”)

An EAP will be made available to all full-time and part-time employees.

14.11 - Workers’ Compensation

Premiums for workers’ compensation insurance are paid in full by the Employer.

14.12 - 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.

14.13 - 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. Employees covered under this Agreement shall be 100% vested at 4 years of Vesting Service.

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.

ARTICLE 15 – COMPENSATION

15.1 - Wage Increases

- A. Effective the first full pay period after January 1, 2018 all bargaining unit employees on the payroll at ratification of this Agreement shall receive a four percent (4.0%) increase to their base hourly rate.
- B. Effective the first full pay period after January 1, 2019 all bargaining unit employees on the payroll shall receive a four percent (4.0%) increase to their base hourly rate.
- C. Effective the first full pay period after January 1, 2020, all bargaining unit employees on the payroll shall receive a three percent (3.0%) increase to their base hourly rate.
- D. Effective the first full pay period after January 1, 2021, all bargaining unit employees on the payroll shall receive a three percent (3.0%) increase to their base hourly rate.

15.2 - Training Officer (FTO and DTO) Differential

Employees who volunteer and meet the respective training officer job description qualifications and are selected by the Employer to be training officers will be paid an additional five percent (5.0%) per hour for all hours worked while on duty for as long as the Employer determines a need exists for such employee's services as an FTO or DTO. The Employer reserves the right to remove an employee from FTO/DTO status at its discretion.

ARTICLE 16 – UNIFORMS

16.1 - Uniform Components

The Employer shall provide, at no cost to employees, properly sized uniforms in male and female sizes, and as described below.

16.2 - Uniforms Provided

The Employer shall supply the following uniform components as indicated:

Field Employees

1. **Class B Style Shirts** – Part-time Field Employees will be issued two (2) shirts. Full-time Field Employees will be issued four (4) shirts.
2. **Polo-Style Shirts** – Part time field employees will be issued two (2) polo-style shirts. Full-time field employees will be issued four (4) polo-style shirts. Field employees may wear the polo style shirt during the period of **May 1 through September 30**. The polo-style shirts may only be worn under the following conditions:
 - a. Each member of an ambulance crew shall report for duty and work their shift in the same style shirt. To prevent delay in fielding units, each employee must always carry a back-up Class B style shirt.
 - b. It is the Company's discretion to make a reasonable determination when a polo shirt should not be worn due to excessive wear, staining or failure to present a professional appearance.
 - c. Employees must wear a t-shirt, which is the same color as the polo or white. The polo must have the bottom two of the three buttons buttoned at all times.
3. **Pants** – Part-time Field Employees will be issued two (2) pairs of Company EMS pants. Full-time Field Employees will be issued four (4) pairs of Company EMS pants. Pants are to be navy blue in color and with or without side pockets.
4. **Jackets** – Limit one jacket per Field Employee with Company name will be provided.
5. **Identification Badge** – Company ID badges will be supplied to the Field Employee and must be worn while on duty on the exterior front portion of uniform, e.g. shirt, sweatshirt, jacket, etc.
6. **Hats** – One Company baseball hat and/or one Company beanie will be provided to each Field Employee upon request.
7. **Belt** – one (1) black leather type belt.

Field Employees Provide

1. **Shoes** – Field Employees will provide black shoes, either boot or oxford type with a substantial sole and with black laces (no loafer, slip on type of tennis shoes are permitted) and black socks. Shoes are required to be clean and polished at all times.
2. **Turtle Necks/T-shirts/Undergarments** – Field Employees may layer shirts under Company shirt with a solid white turtleneck or a solid white t-shirt with no decals, imprinting, etc.
3. **Accessories** –. A wristwatch with the ability to measure seconds for taking vitals is required. Pins that are Company related will be permitted and placed on the right breast pocket or ID badge. A holster pack is optional. Company and certification patches for uniform garments may be provided based on availability. Field Employees may wear approved shorts (purchased through Asset and Supply) when in quarters only. and between 2000 and 0600. When leaving station for any reason, uniform pants or approved rescue pants must be worn. No delays in response times are permitted.

Communication Center Employees

Communication Center Employees shall be governed by the following standards:

1. All Communication Center Employees shall be required to be in full uniform while on-duty and are limited to the below garments while on-duty. Shirts, pants and shoes are required at all times while on Company premises.
2. **Shirts** – All employees will be issued four (4) Company shirts.
3. **Identification Badge** – Company ID badges will be supplied and must be worn while on-duty on the front portion of the collar as to be easily read.
4. **Jackets** – Limit one light jacket, consistent with the current style, per Communication Center Employee with Company name will be provided.
5. **Sweatshirts** - Company sweatshirts with Company logo shall be provided for each Communication Center Employee.
6. **Belt** – One (1) black, leather type belt.

Communication Center Employees Provide

1. **Shoes** – Employee will provide black shoes, either boot or oxford type with a substantial sole and with black laces (no loafer, slip-on type of tennis shoes are permitted) and black socks. Shoes are required to be clean and polished at all times.
2. **Turtle Necks/T-Shirts** – Employees may layer shirts under Company shirt with a solid white turtle neck or a solid white t-shirt with no decals, imprinting, etc.

3. **Accessories** – Pins that are Company-related will be permitted and placed on the right breast pocket or ID badge. Company and certification patches for uniform garments may be provided based on availability.
4. **Pants** – Employees will provide dress style, black pants, jeans are not permitted.

16.3 - Replacement of Worn Uniform Components

The Employer shall replace, at no cost to the employee, Company provided uniform components when they are worn or damaged. Uniform component replacements shall be provided when the employee turns in the prior component being replaced (i.e., a one-for-one-exchange).

16.4 - Biohazard Contaminated Uniform and Personal Protective Equipment Servicing

The Company will provide washing facilities at each location so that employees may wash any uniforms contaminated with biohazards.

16.5 - Personal 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. Hair of an unnatural color is not permitted, regardless of length or style. Shaggy, un-kept hair is not permissible, regardless of length. Long hair that hangs loosely around the neck and shoulders is not appropriate for employees who work in the Field Services Department. Field Personnel's hair shall be no longer than shoulder length (one-half inch on shoulders) or shall be tied back or worn on the top of the head and shall be neat and clean at all times.

Employees must be cleanly shaven when reporting to work. Mustaches should be neatly trimmed and shall not exceed one-inch (1") below and beyond the corners of the mouth. Handlebar mustaches are not permitted. A small patch of hair below the center of the lip may be worn, shall be neatly trimmed and shall not be extended more than one-half inch (1/2") below the lower lip and not wider than one-half inch (1/2"). Sideburn length should not extend below the earlobe. Beards are not permitted for field positions. Facial hair shall not impede the use of any safety devices, such as HepaMask. 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;
- 3) Neatly trimmed; and
- 4) No longer than 1/4" in length.

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. Excessive jewelry, tattoos and body piercings are prohibited. Tattoos on the head, neck and face shall be concealed and shall not be visible. Tattoos depicting discriminatory, racial or otherwise offensive nature shall not be visible under any circumstances while on duty. Other tattoos not covered by the standard uniform will be addressed on a case by case basis. Appropriateness of

the tattoo will be determined by management and management decision shall be final. All visible body piercings, including tongue rings, will be removed prior to the start of shift. Employees with such body piercings shall be entitled to replace such body piercings with a clear or neutral tone replacement plug. Dangling jewelry, (e.g., neck chains, bracelets, earrings, etc.) can create a safety hazard and are prohibited.

ARTICLE 17 – NO STRIKE/NO LOCKOUT

17.1 - 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. The Union further agrees that no member while on duty or in uniform 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.

17.2 - 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 such conduct. prohibited by this Article.

17.3 - 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.

17.4 - No Lockout

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

ARTICLE 18 – EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

18.1 – Gender Intent

Whenever words herein are masculine, feminine or neutral they are intended and shall be construed as though they were also used in another gender in all cases in which an employee identifies.

18.2 - Non-Discrimination

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

The Employer and the Union further agree that the Employer may be obligated to reasonably accommodate disabled employees in accordance with Title VII of the Civil Rights Act of 1964, as amended, the American with Disabilities Act of 1990, the Family and Medical Leave Act of 1993 as amended, 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 the Employer may undertake such reasonable accommodations notwithstanding the terms and conditions of this Agreement except for seniority rights which shall be recognized and respected when evaluating the reasonableness of any accommodation.

18.3 - 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.

18.4 - 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 recommend solutions to identifiable operational concerns. 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 three (3) designated members named by the Union and an equal number of designated management representatives named by the Employer. Upon agreement, either side may bring additional individuals to meetings as subject matter experts or meeting facilitators.
- C. Unless the parties expressly agree otherwise, LMC meetings shall be held quarterly at times mutually acceptable to the Union and the Employer. Each party shall submit items to be discussed at each LMC meeting a minimum of ten (10) calendar days prior to the meeting, whereby the agenda shall be considered closed. No new items shall be added to the agenda after the agenda has closed. The parties shall alternate quarterly the responsibility for composing the final agenda listing all items from each party to be addressed at the LMC meeting, unless mutually agreed to otherwise.
- D. It is the intent of both parties to foster a cooperative atmosphere and harmonious working relations.

ARTICLE 20 – DISASTERS

20.1 - 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.

20.2 - National Disasters

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

20.3 - Ambulance Mobilization Teams

Should the Employer 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 21 – PERSONNEL FILES

Employees covered by this Agreement and the employee's authorized Union stewards/representatives shall have access by appointment during normal business hours to employee personnel files and other files used for personnel purposes in accordance with legal requirements.

Employees may request copies of specific documents placed in their personnel file. The Employer will not release information from the employee's file to third parties unless compelled to do so by operation of law or a valid release signed by the employee.

Employees shall be given an opportunity to sign for receipt of each corrective action document or performance document prior to the document being placed in their personnel file. Should the employee refuse to sign such document, the document may be placed in their personnel file with an appropriate notation from the Company.

Employees shall be entitled to submit written rebuttals to any information appearing in their personnel files to which the employee disagrees. Such rebuttals shall become a part of the employee's permanent personnel file and shall not be subject to the grievance or arbitrations procedures of this Agreement.

ARTICLE 22 – SUBSTANCE FREE WORKPLACE AND TESTING

22.1 – Commitment of Safety

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

22.2 – AMR Policy Modifications

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

- A. Violations of any element of the Policy that results in corrective action shall be considered on a case-by-case basis-in accordance with Article 5 of this Agreement.
- B. Section 1.4 shall provide: “Whenever a reasonable suspicion exists, search AMR premises for evidence of potential substance abuse. ‘AMR premises’ includes but is not limited to: all facilities and areas in which AMR operates, AMR owned/leased property, and property where services on behalf of AMR are being performed, AMR owned or lease equipment, privately owned vehicles in AMR owned or leased parking lots, lockers, desks, equipment, work spaces, and storage facilities.”
- C. Section 5.5 is superseded by Section 22.4 of this Agreement.
- D. Section 14.1 shall not apply.

22.3 – Union Representation

Employees shall be allowed to contact a Union representative and obtain Union representation prior to submitting to any substance test authorized by the “AMR Substance Abuse Prevention Policy,” provided the employee chooses to contact a Union representative who can arrive at the testing facility within sixty (60) minutes. An employee’s contact and request for Union representation shall not delay the employee’s submission to a substance test beyond sixty (60) minutes. The employee representative shall be a duly authorized Union steward or Union representative.

22.4 – Random Substance Testing

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

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

ARTICLE 23 – MISCELLANEOUS PROVISIONS

23.1 - 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.

23.2 - 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 representative of said changes in address, telephone number or name within thirty (30) days of the change.

23.3 - 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 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.

23.4 - 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, as outlined in the employee’s current classification job description as of the effective date of this Agreement, 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 for a musculoskeletal injury claim.

- 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 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.

23.5 - 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. The Employer shall provide the appropriate training and supplies for the checking of ambulance fluids.
- 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 by completing proper work order forms.
- 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.

23.6 - Equal Treatment

The parties agree 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 subject to termination from employment in accordance with Article 5 of this Agreement.

23.7 - 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 the use of 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. 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. Although the primary purpose of the two-way drive cams is 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. Two-way drive cam audio recordings, unless supportive of just cause for vehicle operation violations, shall not be acknowledged or used for corrective action(s). 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. Under no circumstances shall Employer monitoring or security device evidence be used solely to replace an Employer investigation, in conjunction with corrective action.
- E. AMR shall operate two-way drive cams in a manner consistent with Local, State and Federal law.
- F. 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).

23.8 - Outside Employment

The Employer shall be considered by all full-time employees covered by this Agreement as their Employer of first choice. The Union agrees that Employer work requirements, including scheduled and non-scheduled overtime, will have precedence over any outside employment and the Employer agrees that the employees work assignments shall have precedence over any outside resources of employment. No employee, shall be allowed to work for another public or private provider of primary emergency and/or non-emergency medical transportation services who is a direct competitor of the Company without prior written approval from the Employer. If, in the determination of the Employer, the outside employment would place an employee in a conflict of interest any prior approval may be revoked by the Employer. and the Union agrees that such revocation shall not be subject to the grievance and arbitration provisions of this Agreement. Employees who are unable to maintain a high standard of work performance or are unable to report to duty as required by the Employer as a result of outside employment may be subject to appropriate corrective action up to and including termination.

The Employer will not pay any benefits for injuries or illness resulting from outside employment other than what is provided for by the employee’s medical insurance, PTO accruals, or required by the FMLA or other applicable law.

23.9 - Employee Meals and Breaks

Employees shall be entitled to meals and breaks in accordance with Employer Policy #150-50 “Meals” (Revised 5/30/18).

23.10 - Crew Quarters

The Employer agrees that, subject to the provisions herein, that all crew quarters shall be maintained at not less than the current standards in effect at the time of the ratification of this Agreement.

ARTICLE 24 – ATTENDANCE & PUNCTUALITY

24.1 - Policy

In an effort to improve attendance and help keep daily staffing levels to 100%, which benefits the service we provide to the community as well as lessens the work stress of our coworkers, the Employer must be able to rely upon employees to report to work and remain at work as regularly 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 the parties to maintain our level of excellence and consistent staffing for all work assignments. The parties have recognized the intent of corrective action is to remedy performance problems and modify behavior. The parties also agree that positive reinforcement can be successfully used to increase the frequency of a wide range of behaviors.

Employees must report to work punctually as scheduled and must work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupts workflow and increases the workload of fellow employees and may affect employee morale and the quality of service to our community. Good attendance and punctuality are fundamental goals of each team member.

Occurrences of absenteeism are tracked on a rolling twelve (12) month basis. These occurrences are recorded from electronic time reports and cross-referenced with daily time sheets.

Occurrences of tardiness are tracked on a rolling twelve (12) month basis. These occurrences are recorded from electronic time reports and cross-referenced with daily time sheets.

Excessive absences or excessive tardiness may result in corrective action, up to and including termination.

For purposes of this Attendance Policy, absences or tardies that are protected by the FMLA, Paid Sick Leave or other state/federal/local leave laws do not constitute qualifying events and will not be used for any corrective action.

24.2 - Definitions

- A. **Tardy:** Anytime in which an employee fails to begin their scheduled shift on time.
- B. **Unscheduled Absence:** Any time an employee fails to report for their scheduled shift within two (2) hours of their scheduled start time, 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, Paid Sick Leave, LOA, etc.) by either the scheduler or supervision.
- D. **Advance Notice:** For the purpose of this policy advance notice will be considered a period of four (4) 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. **Absence Period:** Any rolling twelve (12) month period.
- F. **Tardiness Period:** Any rolling twelve (12) month period.

- G. **Absence Occurrence:** Any unscheduled absence, incomplete, or partial shift (unless approved by supervision), except as otherwise addressed to the contrary elsewhere in this Agreement.
- H. **Tardiness Occurrence:** Any tardy, failure to clock in/out at the required scheduled time (unless approved by supervision), except as otherwise addressed to the contrary elsewhere in this Agreement.

24.3 - Procedure

The procedures listed below address the following attendance issues:

A. Tardiness:

1. Any employee who is not ready to work at his/her assigned location, at his/her scheduled time, will be considered tardy.
2. If an unexpected emergency causes an employee to be late for work:
 - a) Field Employees are to contact the on-duty Field Services Supervisor.
 - b) Dispatchers are to contact the Communications Supervisor.

The employee will advise the nature of the emergency and the estimated time of his/her arrival. This will not excuse the tardy, but is vital to assuring that Company operations are not interrupted.

Any employee arriving more than thirty minutes late for work may, at the option of the Employer, be replaced for any portion of the assigned shift, based on ability to maintain Communications Center and unit availability.

If punch clock capability is lost on any computer, the employee should notify his/her Employer immediately. This must be noted for proxy punches and so punch capabilities can be restored to that computer.

B. Assignment Abandonment:

1. All employees are required to remain on duty during their scheduled times. If an emergency occurs during that time and they must leave their shifts, a Supervisor must be notified immediately.
2. Dispatchers and Field Employees may be required to remain on duty longer than scheduled, for up to two hours, if proper relief is not available. Field Employees may also be required to remain longer based on emergency calls, minimum staffing levels or due to System Status Management (SSM) levels. This excludes transfers, which may be longer. Every effort will be made to notify the employee required to hold over with as much advance notice as possible.

3. Any employee leaving an assignment contrary to this policy will be considered to have terminated his/her employment at the time of leaving.

C. Excessive Absenteeism:

On the effective date of this Agreement, all employee's previous corrective action under this Article is no longer valid or in effect.

Excessive absenteeism is defined as more than three (3) absence occurrences in a rolling twelve (12) month period. Excessive absences may result in corrective action, up to and including termination.

In the parties' joint interest in promoting positive behavioral reinforcement to modify unwanted behaviors, the parties agree, for each rolling six (6) month period an employee who is absent free, such employee shall be entitled to erase their most recent absence occurrence.

The following procedure will be used for employees who are not able to work due to illness to create a fair and equitable approach to the management of Personal Time Off (PTO) usage. A corrective action process was developed that encourages employees to make informed decisions on their work pattern. This does not affect the way Company currently pays PTO. Unscheduled PTO will be defined by occurrence. A single cause for any number of three or fewer consecutive shifts being missed without a full shift being completed between missed shifts is considered a single occurrence.

Should an occurrence cause an employee to miss three consecutive shifts, the Employer may, require the employee to obtain a note from their physician. The physician note must state clearing the employee for work, prior to returning to work, due to the magnitude of illness an employee must experience to be unable to work this length of time. Urgent situations that arise wherein an employee will not be able to come to work (illness or death in the family) will be treated in a similar fashion.

D. Excessive Tardiness:

On the effective date of this Agreement, all employee's previous corrective action under this Article is no longer valid or in effect.

Excessive tardiness is defined as more than four (4) tardiness occurrences in a rolling twelve (12) month tardiness period. Excessive tardiness may result in corrective action, up to and including termination.

In the parties' joint interest in promoting positive behavioral reinforcement to modify unwanted behaviors, the parties agree, for each rolling six (6) month period an employee is tardy free, such employee shall be entitled to erase the most recent tardiness occurrence.

E. Clocking In/Out:

It is each employee's responsibility to accurately record all hours worked. Working "off the clock" is strictly prohibited. At no time may an employee be performing work for the Company without being clocked in.

Dispatchers and Field Employees: may clock in up to seven (7) minutes prior to his/her scheduled start time and zero minutes after his/her scheduled shift time. All punches that occur after the scheduled start or end of a shift must include a detailed reason for the late punch. When an employee clocks in before his/her established timeframe without authorization, he/she may be subject to corrective action.

If a partial shift trade has occurred, which is only applicable on the front or back half of a twenty-four (24) hour shift or shifts worked in dispatch, the relief employee must not clock in until the employee being relieved is ready to clock out. Employees submitting these types of trades should be aware that, due to System Status Management, the employee being replaced may be on a call and is unable to return to the station at the agreed time.

F. Calling in Sick:

Employees who are ill are encouraged not to come to work to avoid prolonged absence and the possibility of spreading illness to other employees, patients and clients. Advanced notification must be made to make staffing adjustments, avoid loss of unit coverage and ensure scheduled employees are able to terminate his/her assigned shifts at the scheduled time.

Employees who are unable to report to work due to illness or injury must call the on-duty Supervisor with as much advance notice as possible, but not less than four (4) hours prior to his/her scheduled shift starts. If the employee has paid sick time, as per Article 12 of this agreement, available to them at the time of the call out they must notify the Supervisor at the time of call off that they wish to designate the absence as such. Call offs within four (4) hours before the start of a shift will be considered an unscheduled absence.

ARTICLE 25 – ADMINISTRATIVE LEAVE

- A. The Employer may place employees on an unpaid administrative leave pending investigation into allegations of serious misconduct that could lead to corrective action of a multi-day suspension or greater. Employees shall be provided written notice of the reason for the investigation when placed on administrative leave. Employees shall also be advised of the obligation to cooperate in the investigation and remain available for an administrative interview while on administrative leave. The Employer shall concurrently provide the Union with a copy of the written notice within twenty-four (24) hours.

- B. Employees shall be entitled to use available accrued paid time off (PTO) while on administrative leave. In the unusual event that the administrative leave continues beyond twenty-one (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 the State or Local EMS Agency or following an arrest for alleged serious criminal misconduct may be continued on unpaid administrative leave until completion of the State or EMS Agency or criminal proceedings.

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

ARTICLE 26 – GENERAL PROVISIONS

26.1 - 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.

26.2 - 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.

26.3 - 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.

26.4 - 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

This Agreement shall become effective on July 1, 2018 and shall remain in full force and effect up to and including June 30, 2021. The parties agree that there shall be no retroactive implementation of any term or condition of this Agreement unless otherwise specified within the Agreement. Additionally, the parties 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, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

For the Union:

For the Employer:

 Frank Picolli Date
 President, Local 2960
 AFSCME

 Jeffrey McCollom Date
 Chief Executive Officer, South Region
 American Medical Response

 John Bowers Date
 Paramedic
 AFSCME 2960

 David Banelli Date
 National Vice President, Labor Relations
 American Medical Response

 Glenda Mitchell Date
 Dispatcher
 AFSCME 2960

 John Valentine Date
 Regional Director
 American Medical Response

 Curt Ostrander Date
 Chief Negotiator
 AFSCME 2960

 Anne Mongold Date
 Director, Labor Relations/Negotiator
 American Medical Response

 Seth Cribb Date
 Paramedic
 AFSCME 2960

APPENDIX – A



Version 1.1 <> Effective 11/29/2011

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BACKGROUND

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

PURPOSE

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

APPLIES TO

This policy applies to all AMR employees.

ENFORCEABILITY

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

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

1.0 It is the policy of AMR to:

- 1.1 Expressly prohibit the unlawful use, possession, manufacture, distribution, dispensation, or sale of alcohol and controlled substances or illicit drug paraphernalia by its employees at all times. In addition to termination, AMR may report these activities to local law enforcement or other regulating agencies.
- 1.2 Require AMR employees to be fit for duty while performing services on behalf of the company and to perform all assigned duties without the presence of illegal drugs, alcohol or inappropriate legal drugs in their systems.
- 1.3 Test any employee for alcohol and controlled substances as outlined in this policy.
- 1.4 Whenever necessary, search AMR premises for evidence of potential substance abuse. "AMR premises" includes but is not limited to: all facilities and areas in which AMR operates, AMR owned / leased property, any property where services on behalf of AMR are being performed, AMR owned or leased equipment, privately owned vehicles while on AMR owned or leased property, parking lots, lockers, desks, equipment, work spaces, and storage facilities.

PROCEDURES

2.0 Standards of Employee Conduct

- 2.1 Employees should refrain from alcohol consumption for at least 8 hours prior to the start of any work shift.
- 2.2 * AMR employees shall not consume alcohol if any of the following situational factors apply:
 - (a) On-duty
 - (b) On-call
 - (c) In AMR uniform, even if "off-duty"
- 2.3 AMR employees may be exempt from the alcohol related provisions of this policy for a specific meeting or company function where alcohol consumption is permitted by AMR management.
 - (a) Alcohol related exemptions shall not apply to any employee that:
 - (1) Is expected to remain ready to respond to emergency calls, provide patient care, or provide clinical guidance to on-duty employees [e.g. field employees or field supervisors who are on-duty or on-call].
 - (2) Drives an AMR vehicle to or from the meeting / company function
 - (3) Is in AMR uniform, regardless of duty status
- 2.4 * AMR employees are prohibited from unlawful use, possession, manufacture, distribution, dispensation, or sale of controlled substances or illicit drug paraphernalia.
- 2.5 If taking a prescribed or over-the-counter drug, employees must immediately report to their supervisor if the use of the drug may alter the employee's behavioral alertness or mental ability and / or may interfere with the employee's ability to perform their normal job duties in a safe and competent manner.

- (a) The company may require the employee to provide a written letter of explanation from their physician that indicates knowledge of the employee's work, sufficient awareness of the hazards associated with the work, and professionally reasoned confidence that the prescribed medication will not create unreasonable risk for the employee, coworkers, patients, or the community.
 - (b) Employees are not to take prescription drugs unless they are issued to them by a physician. Therefore, any prescribed drugs taken while on duty must be in the original container and be clearly marked with the employee's name on the prescription label.
 - (c) Employees are not to knowingly misuse or abuse over-the-counter or prescription medications.
- 2.6 Employees must notify their supervisor immediately if they are arrested or convicted under any criminal statute associated with drugs or alcohol.

3.0 Drug and Alcohol Screening

- 3.1 AMR locations that do not have a saliva-based screening process available should proceed directly to drug and alcohol testing if indicated by Section 5.0 of this policy.
- 3.2 Where available, saliva-based drug and alcohol screening may be used to "rule-out" the presence of alcohol or controlled substances in an employee's system. In such cases, an HR-approved procedure or checklist should be used to govern the key steps of the screening process, including but not limited to:
- (a) Ensuring appropriate steps are taken to document the reason for administering the screen
 - (b) Providing for a witness while the screen is administered
 - (c) What to do if the saliva-based screen indicates "non-conclusive" or similar findings that suggest the need to utilize a drug and alcohol test.
- 3.3 No AMR location or department is obligated to make saliva-based screening available to employees.
- 3.4 Saliva-based screening is not to be used as the basis for taking corrective action. Rather, it may be used only to determine whether to proceed with a drug and alcohol test.
- 3.5 Screening results that indicate "non-conclusive" [or equivalent] shall trigger quantified drug and alcohol testing as described elsewhere in this policy.
- 3.6 Regardless of saliva-based screening results or an employee's refusal to participate in a drug or alcohol screen, AMR reserves the right to require an employee to undergo a drug or alcohol test.

4.0 Pre-Employment Drug Testing

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

5.0 Drug and Alcohol Screening / Testing—Current Employees

5.1 Reasonable suspicion criteria

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

5.2 For cause criteria

(a) Post-incident

- (1) All collisions involving an AMR vehicle where one or more persons are transported by ambulance or any vehicle must be towed from the scene
- (2) More than 2 workers' compensation claims that involve treatment in a 12 month period
- (3) Discovery of an open container of alcohol, controlled substances or drug paraphernalia in an employee's possession while at work, in the employee's work area, or in any area the employee had access to
- (4) Any missing or altered controlled substances to which the employee had access
- (5) Arrest or conviction for violation of a criminal drug statute
- (6) Alleged felony activity while on duty

5.3 Return to duty testing criteria

- (a) Employees that meet the condition of Section 9.2 of this policy are required to successfully pass a return to duty alcohol test before resuming duty.
- (b) Employees that proactively self-disclose a drug or alcohol problem to the company are required to take a return to duty drug and alcohol test before returning to duty. See also Section 5.4 below.

5.4 Follow-up testing criteria

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

5.5 Random testing criteria

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

6.0 Drug and Alcohol Test Process

- 6.1 Given the inability to determine the presence or type of substance(s) that might be in an employee's system without conducting an appropriate test, alcohol testing must be done in

conjunction with controlled substance testing and vice versa. Using only one or the other test is not permitted—both must be used.

- 6.2 * If the employee refuses to submit to a drug and alcohol test or refuses to sign a chain of custody form or any other documentation associated with this policy or the drug or alcohol testing process, he/she will be terminated.
- 6.3 * Employees shall not take any deliberate action to mask the signs of alcohol or controlled substance use or to elude detection of having alcohol or controlled substances in their system.
- 6.4 * Employees shall not switch or adulterate a drug or alcohol test specimen. This action shall result in termination.
- 6.5 * Upon being notified by the Company of the need to submit to a drug and alcohol test, employees must immediately report to the test collection site as directed by the investigating supervisor. Failure to do so may result in termination.
- 6.6 AMR management should provide or arrange safe transportation for the employee upon request, or upon management suspicion that an employee may be unable to safely operate a vehicle.
- 6.7 An employee required to undergo an alcohol and drug test based on “reasonable suspicion” should be placed on unpaid administrative leave until the test results are received. Employees required to undergo a drug and alcohol test based solely on the basis of meeting the “for cause” criteria specified in Section 5.2 of this policy [i.e. no reasonable suspicion factors evident] do not normally need to be placed on administrative leave. Consult the Human Resources Department as needed in this regard.
- 6.8 All documentation associated with the administration of this policy will be maintained by the AMR Human Resources Department and will be treated as confidential.

7.0 Drug and Alcohol Test Methods

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

8.0 Confirmation of Test Results

- 8.1 AMR will designate a Medical Review Officer (“MRO”) who shall be a licensed physician with knowledge of drug and alcohol abuse disorders. The MRO shall perform the following functions:
- (a) Review and interpret each confirmed positive test result to determine if there is an alternative medical explanation for the result. The MRO should:
 - (1) Conduct a medical interview with the individual tested.
 - (2) Review the individual’s medical history and any relevant biomedical factors.
 - (3) Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from a legally prescribed medication.
 - (4) If necessary, require that the original specimen be reanalyzed to determine the accuracy of the reported test result.
 - (5) Verify that the laboratory report and assessment are correct.
- 8.2 The MRO review of confirmed positive test results shall conclude with one of the following determinations:
- (a) There is a legitimate medical explanation for the confirmed positive test result other than unauthorized use of a controlled substance. This shall be reported to AMR as a negative test and shall be recorded in the employee’s medical file.
 - (b) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action. This shall be reported to AMR as a negative test and shall be recorded in the employee’s medical file.
 - (c) The MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a controlled substance or alcohol. This shall be reported to AMR as a positive test and shall be recorded in the employee’s medical file.

9.0 Alcohol Test Failure Criteria and Consequences

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

10.0 Drug Test Failure Criteria and Consequences

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

11.0 Employee Assistance Program

- 11.1 AMR supports early intervention and treatment for employees faced with alcohol or controlled substance related problems by providing an Employee Assistance Program (EAP). Employees with alcohol and /or substance abuse problems are strongly encouraged to

voluntarily and proactively utilize the EAP service. For current information about this service, employees should contact their supervisor or the AMR Human Resources Department.

12.0 Self-Disclosure of a Drug or Alcohol Problem

- 12.1 Employees are strongly encouraged to proactively inform their supervisor or a Human Resources Department staff member if they have an alcohol or a controlled substance abuse problem. If notified, the Company should carry out an investigation into the matter. The investigation may include requiring the employee to take an alcohol and / or controlled substances test.
- 12.2 If the investigation shows the employee's disclosure was made proactively [i.e. before being requested by the Company to submit to drug or alcohol testing and before an incident occurs that could reasonably lead to such request], the employee may be permitted, in lieu of termination, to enter into a written "Last-chance agreement" between the employee and the Company.
- (a) As part of the last-chance agreement, the employee may be required to take an unpaid leave of absence in order to complete appropriate treatment for alcohol and / or controlled substance abuse.
 - (b) Before becoming eligible to return to duty, employees participating in a last-chance agreement must agree to and fully comply with all requirements established by the Company, the local EMS Agency, and the EMS Agency Medical Director.
 - (c) Failure to sign the last-chance agreement or failure to fully comply with the terms therein shall be grounds for termination.
- 12.3 Self-disclosure of an alcohol or substance abuse problem that is deemed to be reactive in nature [i.e. after being requested by the Company to submit to drug or alcohol testing or after an incident occurs that could reasonably lead to such request] will have no effect. If a drug or alcohol test reveals a failed result, the employee will be subject to the corrective actions specified in Sections 9.0 and 10.0 of this policy.

13.0 Education and Training

- 13.1 AMR has implemented a Drug Free Awareness Program to educate employees and their families on alcohol and substance abuse issues. The Program includes information about:
- (a) The AMR Substance Abuse Prevention Policy.
 - (b) The dangers of alcohol and drug abuse.
 - (c) The availability of confidential treatment and counseling through AMR's EAP
 - (d) The consequences of violating this policy.

14.0 Exceptions

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