

EMS WORKERS UNITED AFSCME LOCAL 2960

2018-2022 TENTATIVE AGREEMENT SUMMARY

This tentative agreement has been unanimously accepted and supported by your elected bargaining team. **This tentative agreement significantly improves wages, hours and terms and conditions of employment over the status quo.** This tentative agreement should be considered as a whole and not based on any one provision. It should be noted that reaching a tentative agreement on a first contract is a momentous achievement and a significant benefit in itself, as it accomplishes one of the membership's bargaining priorities it establishes the "the rules of the road" which will be consistently applied and cannot be unilaterally changed by Management. This tentative agreement once ratified by the membership and executed by the parties it will become a legal binding labor contract, aka a collective bargaining agreement (CBA) effective retroactive to January 1, 2018. Under federal law no express provision of a collective bargaining agreement can be changed without the mutual agreement of the exclusive bargaining representative, i.e., AFSCME Local 2960. Additionally, this legal document cannot administer or police itself, people must administer and police labor agreements, and those people are all of us, the Union.

This document represents a summary of the tentative agreement's highlights many provisions and it is not designed to illustrate every detail of the tentative agreement. AFSCME Local 2960 has also made available the actual language of the labor agreement for your review and consideration.

AGREEMENT

Establishes the term "Employer" and "Union" as used in this Agreement. The Employer and the Union agree to implement and exercise the provisions of this contract in a **fair and reasonable manner.**

ARTICLE 1 RECOGNITION

1.1 Scope of Agreement

This provision defines what classifications' and status of employees are covered under this legal binding labor contract. Employees covered under this tentative agreement are also known as "bargaining unit employees."

1.2 Employee Defined

When reviewing the actual language of this collective bargaining tentative agreement each time the word "employee" is used in this tentative agreement it automatically means all "bargaining unit employees" in all job classifications, i.e., full-time and part-time EMTs and Paramedics, in which the context of the word employee is used.

1.3 Extra-contract Agreements

This provision protects the integrity of tentative agreement. Management cannot make “deals” with individuals or group of individuals which would conflict with the terms and provisions of this tentative agreement, **without** the mutual consent of AFSCME Local 2960.

1.4 Bargaining Unit Work

This provision provides employees covered under this Agreement **a high degree of job security** by protecting bargaining unit work from being subcontracted by the Employer, if such subcontracting has the purpose and effect of displacing bargaining unit employees or if such subcontract has the purpose and effect of eroding the bargaining unit

ARTICLE 2 UNION DUES CHECK OFF

2.1 Dues Deduction

This provision provides **one of the centers of power for you and your Local Union**. In order to effectively “police” this tentative agreement and represent its members, your Local Union needs the resources of this provision to pay for staff representative time; legal counsel fees; and final and binding arbitration; etc.

2.4 PEOPLE

Much of EMS work is impacted by Local, State and Federal Gov’t rules, laws and regulations. In some jurisdictions the very contract the Employer has with a government entity has a direct impact on the job security of all of us. Based upon the EMS services we provide to the public, this provision is another center of power for the Union. We all need to influence those decision makers who make the EMS laws and regulations. PEOPLE contributions are strictly voluntary authorized deductions by members which empower the membership to make legislative improvements to our profession.

ARTICLE 3 UNION RIGHTS

3.1 Shop Stewards

This provision is another source of power for you in the workplace. It entitles the Union to appoint a reasonable number of stewards, who will be your workplace representatives and assist all of you in protecting our rights on the job. Shop stewards shall suffer no loss in pay for attendance at investigatory and grievance meetings held during their shift.

3.2 Union Access

Your exclusive bargaining representative, i.e., AFSCME Local 2960 representative shall have access to the Employer's facilities or work stations for the purposes of conducting Union business, i.e., representing employees, to investigating grievances and workplace safety issues, or to present a grievance, etc.

3.3 Union Bulletin Boards

This provision provides for one of the important communication tools to keep all of you updated on the latest developments related to workplace issues and concerns. AFSCME Local 2960 will have bulletin boards exclusively for our Union related communications. Bulletin boards shall be used to post official Union business (on AFSCME Local 2960 letterhead stationery or an official AFSCME publication). The bulletin boards will be maintained by the shop steward and official Union representative.

3.4 New Employee Orientation

This provision is another important communication tool for informing new hires into the bargaining unit by advising them of the existence of a collective bargaining agreement and educating them with written material regarding workplace issues. The Union shall be entitled to meet with employees attending each new orientation program for 15 minutes. During these orientation periods we can educate new employees regarding the benefits of Union representation and the benefits of having a Union contract and of being a AFSCME Local 2960 Union member.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 – 4.6

This provision defines management’s right to run the operation, all of these rights are understood **except as may be modified elsewhere in this Agreement**, i.e., management has these rights unless this tentative agreement modifies those rights. In the event Management makes a decision which significantly impacts matters within the scope of representation of bargaining unit employees. Management must provide the Union 30 days advance notice. The Union must within 7 days respond and request to meet and confer over such decision. Management is then obligated to bargain over the impact of such decision.

Management has the right to determine, establish, delete or eliminate and change rules and regulations at any time, provided such rules and regulations **do not conflict with the terms of this Agreement**. Within 60 days after the effective date of this tentative agreement, Management will provide AFSCME Local 2960 with an updated copy of the current personnel policies and Standard Operating Procedures (SOP). All employees will have access to all personnel policies and SOPs via the employee portal. All subject changes and updates will be communicated to all Employees, with a copy to AFSCME Local 2960 14 days in advance. Employees will be required to acknowledge receipt of such rules, policies and operating procedures, and will be held accountable for complying with these rules, policies and operating procedures.

ARTICLE 5 CORRECTIVE ACTION AND DISCHARGE

5.1 Corrective Action and Discharge

This provision is a significant improvement over the status quo. This provision contains “the keystone” of any overall tentative agreement called “**just cause**”. Management can only issue corrective action based upon “**just cause**” and the circumstances of each case. **Just cause** is a well-established legal standard that requires management to do **each** of the following before issuing corrective action:

1. Did the Company give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct? (Also known as notice)
2. Was the Company's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Company's business and (b) the performance that the Company might properly expect of the employee?
3. Did the Company, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?, i.e., did the Company (a) inform the employee of the offense being charged with and (b) did the Company conduct an investigation before charging the employee.
4. Was the Company's investigation conducted fairly and objectively? e.g., management official conducting investigation can be "prosecutor" and "judge" but not the witness too. (did the Company consider any mitigating circumstances?)
5. At the investigation did the "judge" obtain substantial evidence of proof that the employee was guilty as charged? (the standard is not "beyond a reasonable doubt", the standard is based upon "the preponderance of reliable evidence")
6. Has the Company applied its rules, orders, and penalties evenhandedly and without disparity to all employees?
7. Was the degree of discipline administered by the Company in a particular case reasonably related to (a) seriousness of the employee's proven offense and (b) the record of the employee in his service with the Company?

The above are known as the 7 tenets or the tests of "just cause". A no answer any one or more of the above questions normally signifies that just cause **does not** exist. Once an overall tentative agreement has been ratified by the membership and signed by the parties, Management can no longer treat all of you as "at-will" employees and cannot fire employees for trivial or manufactured reasons.

It is also very important to note that under Federal Law, which provides protection for you in the form of concerted activity which includes the right to request assistance from union representatives during an investigatory interview. This right was declared by the U.S. Supreme Court in 1975 in *NLRB v. J. Weingarten, Inc.* The rights announced by the Court have become known as *Weingarten* rights. If you believe a discussion you are having with Management could in any way lead to you being disciplined or terminated, or affect your personal working conditions, you have the **right and are required under the law to request** that your union representative, officer, or steward be present at such a meeting. These rights also include your right to inform the Management individual that until my representative arrives, I choose not to participate in this discussion. Management's failure to comply with a worker's request for union representation, or a violation of any other *Weingarten* right, is an unfair labor practice (ULP).

5.2 Procedure

This provision entitles the Employer to accomplish or remedy performance problems or modify behavior either by training and education or issue corrective action for "**just cause**". **Serious or repeated like offenses** may call for corrective action corresponding with the offense or totality of the circumstances and not necessarily based upon the premise of progressive corrective action. For example, if Management was to successfully meet all 7 tenets of just cause in conjunction

with allegations that an employee stole an ambulance, such corrective action would not necessarily be progressive.

5.3 Corrective Action Notices

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

5.4 Retention Period

This provision is a significant improvement over the status quo. Currently under the status quo Management has no retention period limitation, i.e., Management could use corrective action issued in 2015 to apply to a new allegation of corrective action. Records of corrective action shall not be considered for purposes of future corrective action, **provided there are no further corrective actions for the same conduct or similar offenses during the applicable retention period:**

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

5.5 Disclosure

The Employer will, upon written request from the Union, provide the Union with copies, of any documents relied upon by the Employer in support of the corrective action, or discharge including but not limited to, all investigative reports and witness statements and physical evidence. The documents and information must be provided to the Union in a timely manner. It should also be noted that AFSCME Local 2960, under federal law, has a broad right to request information from the Employer in conjunction with any aspect of member representation.

5.6 Time Limits

This provision is a significant improvement over the status quo. Currently under the status quo, Management has no limitation on how far back they could look to issue corrective action. Under this tentative agreement, for corrective action or discharge **to be valid, written corrective action notices must be issued to the affected employee within thirty (30) calendar days after the Employer became aware of the alleged misconduct, or 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 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 PROCEDURE AND ARBITRATION

6.1 – 6.7

One of the most important provisions of this tentative agreement. The grievance procedure is the means by which Union members “enforce” the labor contract. A contract doesn’t enforce itself, Union members enforce contracts. **This provision is a significant improvement over the**

status quo. Under the current status quo “*grievance process*” (Policy 3.12 AMR Maricopa Handbook dated October 2015) the grievance process (1) does not allow employees to bring witnesses or counsel to the process; (2) at the final step (Step 3) of the process a neutral party is not making the final decision, rather the Regional CEO or Dept. Head is making the final decision; and (3) the final decision made by the Management official is not necessarily final and binding. The Grievance and Arbitration Procedure in the tentative agreement entitles the employee to participate in any and all steps of the grievance procedure, it entitles AFSCME Local 2960 to bring witnesses; legal counsel and the **final decision is made by a neutral third party** called an Arbitrator and such decision (see 6.5) is **final and binding on the Company, the Union and the grievant (employee(s)).**

It is very important that each grievance is properly processed by the letter of this procedure. Any deviation could make a grievance null and void. A very important point to be made is that if Management does not answer a grievance within the time limits (See 6.6) the grievance should be moved to the next step.

ARTICLE 7 PROBATIONARY EMPLOYEES

7.1-7.2

The probationary period for new hire full-time employee is 6 months and 12-months for part-time new hires. Probationary periods may be extended for an additional three (3) months by agreement between the Employer and the Union. Upon successful completion of their probationary period employees will be credited for seniority retroactive to their date of hire. The Company may discharge any probationary employee without cause and shall not be subject to the grievance and arbitration provisions of this agreement.

7.3 New Classification Trial Period

This provision is a significant improvement over the status quo. Employees who change their classification within the bargaining unit, i.e., become a Paramedic, shall be required to successfully complete a ninety (90) day trial period in the new classification. If for some unfortunate reason the employee did not successfully complete the ninety (90) day trial period may be reverted back to an available EMT position without an adverse effect on their eligibility for benefits. Under the status quo, employees are “at the will” of the Employer and as such do not have any rights to return.

ARTICLE 8 HEALTH AND SAFETY

8.1 -8.6

Management has a responsibility to provide a safe and healthful working environment for employees. Management shall at all times provide safe materials, equipment, vehicles and working conditions for all employees covered under this tentative agreement. Management shall provide various immunizations and follow up testing **at no costs to employees.** Management shall provide to all employees a list of various Safety Equipment and protective gear (8.4.A), as well as, in each ambulance (8.4.B). **A significant improvement over the status quo,** Management shall provide to each full time and part time employee shall be eligible for reimbursement one time during this tentative agreement up to \$175 for the purchase of Company approved safety rated footwear. (8.5)

ARTICLE 9 LICENSES AND CERTIFICATION

9.1 – 9.6

These provisions identify the required licenses, certificates and/or accreditations Employees must maintain and provide copies to Management for the performance of their job duties. (9.2) It is important for all members to make sure all their required licenses, certificates and/or accreditations are maintained or it may result in corrective action up to and including discharge. (9.3.D)

ARTICLE 10 HOURS OF WORK

10.1 Definitions

Workweek consists of seven (7) consecutive days beginning at 0000.00 Saturday and ending at 2359.59 the following Friday.

Workday shall be defined as a twenty-four (24) hour period beginning at 0000.00 and ending at 2359:59.

Full-time employees are defined as Employees who are regularly scheduled to work a 8/40, 10/40, 12/42 or a 24/56 schedule.

Regular part-time employees are defined as employees who are not on a regular schedule.

Vacant position is 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.

This provision is a significant improvement over the status quo. Currently there isn't a limitation on how long a holdover can be and there isn't any premium paid in conjunction with holdovers. Holdover is defined as a duty assignment that prevents an individual or crew from clocking out at their scheduled end of shift time. Employees may be held over for the first two hours past the end of their scheduled shift without premium pay. In the event the employee is held past two hours the employee shall be eligible for premium pay in accordance with Section 10.13.C retro-active to the end of their shift.

10.3 Work Schedules

Work schedules shall be posted through the Company's scheduling software. Shift assignments greater than 48 hours from the start of the shift, employee are required to use the scheduling software. Shift assignments less than 48 hours from the start of the shift employee will be contacted by the scheduler.

Any employee whose regularly scheduled hours are reduced or eliminated by Management 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 schedule hours are reduced or eliminated.

10.4 Part-Time Employee Requirements

This provision is designed to promote PTO coverage and maintain part-time employee skills. This provision does not limit part-time employee hours. Part-time employees shall be required to work a minimum twenty-four (24) hours each calendar month to retain employment with the Employer. All open shifts determined by the Company to fill shall be made available via the scheduling software posted no later than the 10th of each month. Part time employees shall select open shifts using scheduling software using the auction format (Telestaff) between the 10th and 15th of each month for the following month. Part-time employees who do not select open shifts between the 10th and 15th 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.

10.5 Shift Bids

When a vacant position opens of a full-time employee occurs, and Management desires to fill such vacancy, Management shall post a notice of such vacancy at all stations. Employee shall have 7 calendar days from the date of posting to bid for such vacancy. Employee shall submit bids on an approved shift bid form either electronically or in-person.

Employees with active discipline within 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 180 days from the date of the bid award shall not be eligible to bid until such 180 day period expires.

10.6 Filling Open Shifts

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 60 days or an employee calling out prior to the start of the shift.

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 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 who are not scheduled to work, or have not worked, or, will work over 40 hours.

In the event the shift remains open after exhausting the above lists, Management shall fill the shift utilizing qualified supervisors.

10.7 Filling Vacant Positions

Vacant positions shall be filled temporarily using part-time staff or full-time staff who have not accepted a bid assignment until such time as a shift bid occurs.

911 shift bids may occur quarterly or whenever three (3) positions become vacant, whichever is sooner.

IFT shift bids shall occur quarterly, (based on the calendar year) with shift re-bids occurring within two of the calendar quarters. Shift bids shall be implemented on the first pay period of the following month after the completion of the shift bid. System re-bids shall not subject employees to bidding restriction in 10.5.A. (6-month prohibition)

10.9 Workload Fatigue Relief

This provision is a significant improvement over the status quo. Upon Management receiving notification of a inter-facility transfer of 200 round trip miles or more, Management will use its best efforts to dispatch a crew that can complete the call within their scheduled work time.

10.11 Report-In Pay

This provision is a significant improvement over the status quo. This provision is designed to diminish the impact of “brown outs” on bargaining unit employees. Instead of sending employees home without any pay, this provision requires Management to provide and the employee to accept assignment to another unit for the duration of the originally scheduled shift. In the event another unit is not available the employee will be required to remain at work for 2 hours, if a shift becomes available within the 2-hour period the employee shall be assigned the shift and be required to work the entire shift as his/her applicable hourly wage rate. In such circumstances, the employee shall not be required to work beyond the accepted shift end of shift time.

10.12 Overtime

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

10.9 Holdover

This provision is a significant improvement over the status quo. Currently there is no limitation on the length of holdovers or any premium pay. In the event an employee is to be held over on a mandatory basis Management will notify the employee as soon as possible. Should the potential for a mandatory holdover arise, every effort will be made by the on-duty supervisor to find voluntary coverage before a mandatory holdover is implemented. No employee will be held over longer than two hours beyond the regularly scheduled end of a shift unless on a call that takes them past the 2-hour limit. Should an employee be held over, the employee **shall receive one-half (.5X) times additional compensation** as a premium for all hours held over past their scheduled end of shift time.

10.16 On-Call Status

This provision is an improvement over the status quo. Currently under the status quo there isn't on-call pay. If the need exists for employees, on a voluntary basis to be “On Call” Management may elect to post and staff a “On Call” crew for a period of 12 or 24 hours. Each employee in an “On Call” status shall be paid at a rate of \$50.00 for a 12-hour shift or \$100.00 for a 24-hour shift on call not to exceed 12 or 24 hours respectively. In the event the on-call crew is needed, they shall report to the respective station within 90 minutes from initial receipt of

the call or when message is left. Each employee shall be paid straight time unless already in an overtime status.

ARTICLE 11 SENIORITY

11.1 Seniority Defined

- A. Company seniority shall be defined as an employee's continuous full-time or part-time employment, including any previous employment with the previous employer(s), from the employee's most recent date of hire. Continuous full-time seniority shall be used for purposes of determining time off accruals 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 and shall be used for the purposes of shift bidding. Part-time employees who become full-time employees will be given 50% of their part-time seniority for purposes of shift bidding, layoff and recall.
- C. Employees who change job classifications shall be credited with 50% of their classification seniority in their former classification, up to a maximum of 3 years for purposes of shift bidding in their new classification.

11.3 Loss of Seniority

Employees shall not accrue seniority points for unpaid leaves of absence, excluding FMLA and Military leave (no seniority accrual)

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

1. Resignation.
2. Discharge for just cause.
3. Six (6) months of continuous layoff.
4. Failure to report on recall to work following layoff within fourteen (14) days after notice by certified mail has been received by the employee.

ARTICLE 12 – PAID TIME OFF & HOLIDAYS

12.1 Paid Time Off (PTO)

This provision is a significant improvement over the status quo. Currently under status quo PTO accrual does not occur when you use PTO, i.e., when you use PTO you have to work additional workday to make up such lost accrual.

12.2 Paid Time Off (PTO) Schedule

This provision is a significant improvement over the status quo. Employees with less than 2 years of service will now earn 2+ weeks of PTO versus the 1 week of PTO currently.

12.3 Pay, Scheduling and Usage

This provision is a significant improvement over the status quo. Currently under the status quo policy (6.1 Paid Time Off) PTO must be scheduled 21 days in advance under this tentative agreement PTO requests of less than 3 days, 1 day, 1-2 days or 1-3 days must be in the scheduling system 96 hours in advance of the time off requested. Requests of paid time of greater than 3 days must be in the scheduling system a minimum of 14 days in advance of the time off requested.

Management will allow 3 Paramedics and 3 EMTs off on any one calendar day in the IFT operation and will allow 1 Paramedic and 1 EMT off on PTO on any one calendar day in the 911 operation.

12.3A. PTO Black-Out Days

Management reserves the right to designate Black Out dates when major events, in which AMR staffs, occur and no PTO shall be approved due to operational necessity. For example, when a significant number of bargaining employees volunteer for national disaster events such as a hurricane, flood, earthquake, etc. Management will reserve its right to designate Black Out dates so the remaining staff can service the system.

12.4 PTO Carry Over

This provision is an improvement over the status quo. This provision maintained the status quo 300 hours PTO carryover. Under the current status quo once an employee reaches the 300 maximum the employee, on the employee's anniversary forfeits all PTO hours above the maximum. Under this tentative agreement, once an employee's PTO bank reaches the 300 hours the employee's accrual shall cease until such time as the employee's balance drops below the maximum allowed.

12.5 Pay at Termination

This provision is a significant improvement over the status quo. Under the current status quo, if you resign from AMR and provide a two-week notice Management will pay 50% of your bank value to you at termination. Under this tentative agreement, under the same conditions shall receive **all such pay** at their straight time rate, in addition to any other pay due in an employee's final pay check.

12.7 Paid Sick Time (PST)

This provision codifies Arizona Proposition 206 into the collective bargaining agreement.

12.8 Holidays

This provision is an improvement over the status quo. Under the current status quo, Policy 6.4 Holiday designates 6 holidays annually. The tentative agreement designates 7 Holidays including Christmas Eve.

ARTICLE 13 LEAVES OF ABSENCE

This article details for the various types of unpaid leave such as, personal, Family Medical Leave Act (FMLA), Military Leave, Worker's Compensation Leave, Jury Duty, Subpoenas/Witness bereavement leave and Arizona Election Day leave.

ARTICLE 14 BENEFITS

14.1 Insurance Benefits

This provision is an improvement over the status quo. This tentative agreement accomplishes one of the major bargaining priorities of the membership-improved health benefits at lower health insurance costs. This 4-year tentative agreement improves employee benefits and increases take home pay by lowering bargaining unit employees share of the cost of health insurance premiums and lowering the out-of-pocket costs of deductibles.

14.2 Medical Insurance

A. As well all know the plan year begins in January 1 and ends December 31 each year. For the remainder of 2018 the current medical plan(s) must remain in place until December 31, 2018. As you many of you know, AFSCME Local 2960 in December advised Management that the Company was not maintaining the status quo as they are required to do under federal law. Management corrected the status quo and increased the Employer's premium cost shares accordingly which reduced our memberships out of pocket costs medical plan costa about 9.6% or about 1% of your annual wages.

B. Effective January 1, 2019, medical plan coverage will be the Anthem PPO (\$750) plan, Anthem CDHP (\$1500) and Anthem CDHP (2000) and Management's premium cost share will be 75%. This will be a significant increase over the current status quo Employer cost share for dependent coverages which are currently 37%. Beginning in 2019 the average health benefitted employee will realize an increase in take home pay of approximately \$1650 or 4.7% of salary due to employee premium costs shares and deductibles being lower than the status quo. Over the four- year term of this CBA, the average health benefitted employee will realize an increase in take home pay of \$6600 or 18.7% of salary due to employee premium costs shares and deductibles being lower than the status quo.

14.3 Dental Insurance

This provision is an improvement over the status quo. Currently the status quo requires you to pay 100% of your elected dental coverage for you and your dependents. This tentative agreement substantially reduces your or out-of-pocket costs on average by \$584.75/year or approximately 1% of salary each year, so over the 4-year term (51 mos.) of this tentative agreement on average your take home pay will increase by \$2485 or by 7.0% of current average annual salary.

In total, based upon the negotiated improvements in Article 14 Employee Benefits the average health benefitted employee will realize an increase in take home pay of approximately \$9000 or 25% in annual salary due to lower employee premium cost shares and deductibles.

ARTICLE 15 COMPENSATION

15.1 Wage Increases

Once this 4-year tentative agreement is ratified and executed by the parties, employees shall receive the following wage increases:

January 1, 2018	+4% (retroactive)
April 1, 2019	+3%
April 1, 2020	+4%
April 1, 2021	+3%

Over the 4-year term of this tentative agreement employees average annual salary will increase by \$5200 or 14.75% increase in annual salary when factoring the timing and compounding of these wage increases.

ARTICLE 16 UNIFORMS

This provision provides uniforms and replacement uniforms for normal wear and tear at no cost to employees.

ARTICLE 17 NO STRIKE/NO LOCKOUT

This provision protects employees from the Employer locking out employees and provides a high level of stability on the job, protects you and your families' livelihoods for the next four years and ensures the vital services we provide to the public are uninterrupted for the duration of this tentative agreement.

ARTICLE 18 EQUAL EMPLOYMENT/NON-DISCRIMINATION

18.1. – Non-discrimination

Provision protects bargaining unit employees from discrimination in the workplace and identifies the various protected classes.

18.2 Arbitration/Litigation Waiver Election

Provision identifies an election procedure for bargaining unit employees who may want to pursue unlawful discrimination or harassment allegation. Such employees must elect either the grievance process or file a complaint or legal action alleging unlawful discrimination or harassment with a federal, state, or local agency or court, but not both.

ARTICLE 19 - LABOR MANAGEMENT COMMITTEE

Provision establishes a workplace committee comprised of equal numbers of Management and Labor for discussing workplace related matters. Discussions regarding workplace health and safety issues shall have priority. The committee shall not have the power to change the provisions of this Agreement or to negotiate new agreements or resolve grievances.

ARTICLE 20 – PERSONNEL FILES

Provision identifies those individuals who shall have access to bargaining unit 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.

ARTICLE 21 - SUBSTANCE FREE WORKPLACE

This provision is a significant improvement over the status quo. Under the current status quo each bargaining unit employee is subject to the full policy without any of these modifications included in this tentative agreement. This provision identifies the various modifications to AMR Substance Abuse Prevention Policy appearing as Attachment “A” to this tentative agreement. These modifications protect bargaining unit employees’ rights to representation, as well as, protects employees from improper or random drug testing. The default testing under this policy is exclusively for “reasonable suspicion’ only.

ARTICLE 22 – ADMINISTRATIVE LEAVE

This provision is a significant improvement over the status quo. Under the current status quo there is no provision that provides for paid administrative leave in situations where it is alleged that an employee has committed serious misconduct and there is a long and protracted investigation. Currently, under the status quo when such situations occur employees who are falsely accused and awaiting the outcome of a long investigation more than likely will suffer severe financial hardships. This provision is designed to address the financial hardship during such long investigation. Under this provision, employee’s under these circumstances shall be returned to full paid status beginning on the 21st day and remain off duty for the remainder of the administrative leave. 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 23 - DISASTER RESPONSE

23.1 Local Disasters

In the extraordinary event, of a local disaster or catastrophe as **declared by a governmental agency**, such as earthquake, fire, flood, explosion, widespread power failure or other acts outside the Employer’s control that reasonably require all available employees to report for work or remain on duty, the provisions of this Agreement pertaining to scheduled paid time off, lunch and rest periods, job postings, shift changes and transfers shall be suspended and the Employer shall be relieved of any obligation to adhere to those provisions during emergency operations. Bargaining unit employees who are on duty when a disaster or catastrophe occurs shall be afforded every reasonable opportunity to ensure the welfare of their families.

23.2 National Disasters

This provision is a significant improvement over the status quo. Under the current status quo employees who volunteer are paid the national classification average or the controlling government authority's pay rate, which may be lower. Under the negotiated provision in this tentative agreement bargaining unit employees receive "**the greater of** either the wages set forth by the national classification average or the controlling government authority's pay rate". Bargaining unit employees **who volunteer** for deployment to national disasters as part of the Employer's 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. For employees deployed under these circumstances the Employer shall be relieved of all obligations under this Agreement; however, the Employer shall maintain the following conditions:

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

23.3 Volunteer Ambulance Mobilization Teams

Bargaining unit employees who participate on Ambulance Mobilization Teams, Medical Task Forces or Strike Teams (collectively "Mobilization Teams") in accordance with state or local guidelines or requirements shall be covered by all provisions of this Agreement, except for provisions pertaining to scheduled time off, hours of work, meal and rest breaks, shift changes, transfers, job postings, working conditions and environmental amenities.

ARTICLE 24 - GENERAL PROVISIONS

24.1 – 24.4

This provision is designed to protect the integrity of a labor contract. This tentative agreement can only be amended by written agreement executed by the Union and Management. This tentative 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. This tentative agreement shall be subject to all present and future applicable federal and state laws. If any provision(s) of this tentative 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. In such event, the Union and Management will enter into collective bargaining negotiations for the purpose of arriving at a **mutually satisfactory replacement** for such provision.

ARTICLE 25 – DURATION/TERM OF AGREEMENT

Once ratified and executed by the parties this labor contract shall become effective on January 1, 2018 and shall remain in full force and effect up to and including March 31, 2022.

APPENDIX A AMR SUBSTANCE ABUSE PREVENTION POLICY

This policy is the status quo, see Article 21 Substance Free Workplace for the modifications **which significantly improve the status quo** and protect your rights under this tentative agreement.