



AMERICAN MEDICAL RESPONSE

COLLECTIVE BARGAINING AGREEMENT

**AMERICAN MEDICAL RESPONSE
SAN MATEO – PARAMEDICS**

AND

**NATIONAL EMERGENCY MEDICAL SERVICES
ASSOCIATION**



January 01, 2006 through December 31, 2009

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AGREEMENT

This Agreement is entered into on January 01, 2006 by and between the NATIONAL EMERGENCY MEDICAL SERVICES ASSOCIATION (hereinafter referred to as “Union” and American Medical Response (hereinafter referred to as “Employer”).

ARTICLE 1

RECOGNITION

Section 1.01 Scope Of Agreement

The Employer recognizes the Union as the exclusive bargaining agent for all regular full - time and part- time paramedics employed by the Employer at its San Mateo County operations and facilities pursuant to the certification issued by the National Labor Relations Board. All other personnel are excluded, including guards and supervisors as defined by the National Labor Relations Act.

Section 1.02 Employees Defined

The term “employee” or “employees” as used throughout this Agreement shall refer only to those individuals employed as paramedics.

Section 1.03 Full-Time Employee Defined

Full-time employees are defined as employees who are scheduled to work an average of forty (40) hours per week or greater over any three (3) consecutive month periods. Full-time employees may apply to become part-time employees. The employee must request such a change in writing to the Employer at least fourteen (14) days prior to the desired date which the employee wishes to change to part-time status. An employee-initiated request to change status from full-time to part-time shall be based on operational considerations at the sole discretion of the Employer.

Section 1.04 Part-Time Employee Defined

Part-time employees are defined as employees who are scheduled to work an average of less than forty (40) hours per week over three (3) consecutive month periods.

Part-time employees must work a minimum of two (2) pre-scheduled shifts per month on an ambulance in order to retain their employment with AMR unless no work is available. Part-time employees must submit written availability schedules identifying all dates and/or shifts the part- time employee is available and willing to work each month. Availability schedules must be submitted no later than 1700 hours on the 10th day of the preceding month. Availability schedules will be time stamped by a management representative when received. A part- time employee’s failure to submit a timely availability schedule may result in the loss of pre-scheduled shifts for the part- time employee. A part- time employee’s failure to submit timely availability schedules or to work the required minimum number of pre-scheduled shifts per month, unless no work is available, in any two (2) months per calendar year will result in the part- time employee’s discharge from employment.

Part-time employees may apply to become full-time employees. The employee must request such a change in writing to the Employer and such a change in status shall be in the sole discretion of the Employer.

ARTICLE 2

WORKING CONDITIONS

Section 2.01 Shift Bidding

- A. Shifts/unit assignments will be posted for bid six (6) weeks prior to implementation. Subsequent adjustments to shifts/unit assignments will be posted as soon as practical prior to implementation. Bidding for shifts/unit assignments will be by seniority. If a shift/unit assignment comes open with more than half of the bid cycle remaining, the shift/unit assignment will be posted for seven (7) days at all stations and the operations center. The most senior employee who bids the shift/unit assignment will be awarded the position. Any resulting shift/unit assignment openings that result from such bid shall be filed at the Employer's discretion.

- B. Employees who are off work due to illness or injury at the time of a shift/unit assignment bid shall not be allowed to bid unless they are able to report to work at the start of the new bid. Employees who return to work after the start of a new bid will receive their choice of available shifts/unit assignments based on seniority for the duration of the bid.

- C. FTO Shift Biding The Employer shall designate the number of employee training positions. It is understood that these positions shall be considered double shift occupancies, i.e., the FTO employee bids for himself/herself and an undetermined employee. Such positions shall be designated by the Employer as needed. Training stations/shifts must have adequate call volume to be eligible for FTO bidding.

- D. Special Assignment Bidding
 - 1. The Employer reserves the right to designate a number of shifts for Special Assignments and specify the qualifications for such assignments, e.g., 12-Lead EKG Study, NTI Study and other special assignments which the Employer shall have the sole discretion to designate. The Employer will provide training and education to all employees who seek the required qualifications for Special Assignments.

- E. Inexperienced Employee Bid Exception
 - 1. The Employer shall have the right to assign shifts for all orientees and therefore orientees are exempt from bidding for shifts until released by their FTO or Director of ALS Operations.

2. Orientees shall not work overtime during their first month of employment unless it is with a qualified FTO or field preceptor approved by the Director of ALS Operations.
3. After their first month of employment, orientees are eligible to work overtime shifts only after being released to do so by their FTO or Director of ALS Operations.
4. For scheduling and bidding purposes, the combined experience of any employee crew shall not be less than twelve (12) months. The Employer shall have the right to re-order bidding priority in order to attain this experience level on any shift, while giving consideration to seniority to the extent it is possible.

Section 2.02 Administrative Moves & Employee Requested Transfers

- A The Employer may transfer an employee for operational necessity. Examples are irreconcilable personality differences or documented quality assurance issues that have not been correctable using means other than a transfer. In the case of irreconcilable differences, the employee who complains will be moved from the shift regardless of seniority.
- B Voluntary shift assignment changes to the bid or swaps shall not be permitted. An employee with higher seniority may pass his/her bid position to bid later, however such a pass is irreversible during the bid process.

Section 2.03 Employment of Relatives/Co-Habitants

- A Employees who are related to each other by blood, marriage or cohabitation (i.e. significant other) may not bid together on the same shift station and/or unit without prior written approval of management.
- B Employees who are related (as defined above) may not under any circumstances work in a situation where one exerts direct or indirect supervisory authority over the other.
- C An employee may not be in a position that audits, verifies, receives or is entrusted with moneys received or handled by a relative.
- D No employee may work in a department that handles confidential matters including payroll and Human Resource records of a relative.

- E If two employees within the Bargaining Unit become related after employment, the above criteria must be met. If necessary, an appropriate transfer shall be made and shall not be grievable. The Employer agrees to discuss such transfers with the Union Representative prior to implementation.
- F Employees, as defined above, who are working together as of the date of ratification of this Agreement, shall be given a notice period equal to the length of one bid cycle that they will no longer be allowed to work together on a regularly scheduled shift.
- G Nothing in this section will apply to level of certifications and/or licensure.

Section 2.04 Reporting for Work

Employees will report ready for work on time at their designated work location and will remain on duty until properly relieved. The station is defined as the place the employee is assigned to perform his/her job description.

Employees shall be required to give the Employer a minimum of six (6) hours notice if they are unable to report to their designated work locations at the start of their assigned shifts, except under emergency conditions. Employees who call off from work more than two (2) times in any calendar month or more than three (3) times in any calendar quarter are subject to corrective action for each subsequent call off in the month or quarter. Employees who exceed the maximum number of call offs in successive calendar quarters are also subject to corrective action. Corrective action for violations of this section shall be as follows:

First violation	Written reprimand
Second violation	Suspension
Third violation	Termination

Each corrective action received for failing to meet the attendance requirements of this section shall be removed from an employee’s personnel file following each subsequent calendar quarter of compliance with this section. Corrective action so removed from an employee’s personnel file shall not be considered a “violation” for purposes of escalating corrective action pursuant to this section and shall not be considered or relied upon for any other personnel purpose.

Successive multiple day call offs resulting from a single illness shall be regarded as one (1) occurrence under this section.

Section 2.05 Work Schedules

- A. Work schedules shall be posted an/or provided to employees at least two (2) weeks prior to a shift bid.

Some of the typical regularly scheduled shifts for full-time employees are as follows:

42 hours per week/12 hour shifts
48 hours per week/12 hour shifts
44 hours per week/11 hour shifts
50 hours per week/10 hour shifts
47.5 hours per week/9.5 hour shifts
56 hours per week/24 hour shifts $\frac{3}{4}$ or $\frac{4}{6}$ rotation
Special event schedules per customer requirements.

- B. No employee shall be permitted to work more than thirty–six (36) consecutive hours or be required to work more than thirty (30) consecutive hours without a minimum break period of twelve (12) consecutive hours except under emergency conditions declared by management or the local regulating EMS Agency.
- C. In the event the EMS Agency changes the current system with direct impact on the days and hours of work for paramedics the Employer shall have the right to implement such changes.

Management reserves the right to add to, delete, change or implement any work schedule to efficiently meet the terms of its client contracts and/or to meet system status requirements, subject to the following:

1. The Employer shall have the right to make major status plan changes three (3) times annually. The dates for status plan changes shall be the first pay period closest to January 1, May 1, and September 1 of each year.
2. When it is not possible to wait for a tri-annual plan change, the Employer shall have the right to make changes but shall provide at least fourteen (14) days prior notice to the Union. Upon written request by the Union, the Employer shall meet with the Union to discuss the impact on employees of the interim changes being implemented. However, the decision to make such changes shall not be negotiable or grievable (except with respect to Article 8 (seniority) and 2.01 (shift bidding)).

3. If the parties are unable to reach an agreement over the impact of the changes on the employees within the fourteen (14) day period, the Employer shall have the right to implement these changes and the resulting impact of these changes upon the expiration of the fourteen (14) day period without further consultation with the Union.
4. Prior notice to the Union shall not be required if a change is made to meet emergency conditions, but in no case shall a change to meet emergency conditions be continued more than twenty-one (21) days without the required notice to the Union if the change results in a net decrease in unit hours.

Section 2.06 Meal Periods

Twenty-four (24) hour shift employees shall be allowed three (3) meal periods consisting of one (1) hour duration each.

Shifts of less than twenty-four (24) hours in duration shall be allowed one (1) thirty (30) minute paid meal period per each eight (8) hour period or any portion thereof over three (3) hours. Meal periods shall be scheduled by the Employer on a first request basis subject to system status at the time of request.

Meal periods may be interrupted by Priority 1 or Priority 2 calls, including life threatening emergencies, non-life threatening emergencies, critical care transfer calls, requests for immediate response and move-ups or cover. Routine, non-emergency BLS transfers will not interrupt a meal period.

Section 2.07 Sleep Time

Employees on twenty-four (24) hour shifts shall be allowed a paid eight (8) hour sleep period which may be interrupted by the Employer for responses to all calls including move-ups, standbys, emergency and emergency critical care transfers, and routine intra-county non-emergency BLS transfers.

Section 2.08 Rotation of Available Hours/Shifts

- A. Available hours/shifts shall be defined as those hours/shifts, which are open.

Available hours filled as follows:

1. Part-time employees.
2. Full time employees on the available list on a first come first serve basis.

3. All page to all employees at least three (3) times at not less than one (1) hour intervals. The shift will be given to the first employee that responds within fifteen (15) minutes.
4. Any employee willing to accept the shift.
5. Any means available to the Employer (i.e., non-bargaining unit personnel).
6. Mandatory call back in reversed order of seniority.

Employees interested in working available hours/shifts must place their name on the availability list up to seven (7) calendar days in advance and will be assigned on a first come first served basis.

Employees will be given fifteen (15) minutes to respond and if there is no response the Employer will call the next employee on the list.

- B. Before an employee is mandated to work a shift, the Employer shall contact employees for mandatory assignment in order of seniority on a mandatory assignment list. Employees may refuse mandatory assignment no more than four (4) times total in a three (3) month period. Should all employees on the mandatory assignment list refuse or be unavailable when contacted for mandatory assignment, the Employer shall assign employees to work the mandatory assignment by inverse seniority on the mandatory assignment list. Employees in the last position on the mandatory assignment list cannot refuse a mandatory assignment.
- C. A continuing database will be maintained by the Employer to ensure inverse seniority is maintained for mandatory assignment with the following guidelines:
 1. Employer cannot mandatorily assign a shift more than 72 hours in advance.
 2. Employee cannot be mandatorily assigned to a shift if it will interfere with the employee's regularly scheduled shifts.
 3. Accepting a mandatory assignment automatically moves employee to the top position on the mandatory assignment list, regardless of his/her previous position.
 4. Employees may not be requested to work a mandatory assignment more than once in each 24-hour period.

5. No employee may be mandatorily assigned to work more than one shift in any calendar week.
6. Once a mandatory shift has been accepted the employee's number of mandatory refusals is rolled back to zero.
7. In the event an employee is unavailable for mandatory assignment twice in a three (3) month period, such unavailability shall count as a refusal. Any subsequent unavailability in the three (3) month period shall be counted as refusals.
8. Employees on a pre-approved leave or approved paid time off cannot be mandated to work and the fact of an employee's pre-approved leave or paid time off shall not count as a refusal.
9. Employees who remain in the last position on the mandatory assignment list for thirty (30) days shall automatically move to the top of the mandatory assignment list.

Section 2.09 Holdover

A. Mandatory Holdover

A mandatory holdover shall be used to provide short-term coverage in order to maintain adequate unit levels. Crewmembers placed on a mandatory hold shall be told the estimated length of time they will be held on duty. An employee may refuse a mandatory hold for cause.

B. System Status Holdover

In order to assure public safety and provide quality patient care, the Union and the employer agree that minimum system levels must be maintained. The minimum levels noted below are current for San Mateo County only. Minimum levels for other systems shall be developed by the appropriate System Status Committee. In the event of a change in unit hours, management will meet and confer with the Union prior to setting a new minimum system level for mandatory holdovers.

When the system levels falls below three (3) available bayside units, a "system status hold" shall be in effect. During a system status hold, on duty VSUs and 24 hour units will remain available for all calls, move-ups, and standbys despite "ODS" (off-duty status) time. A system status hold indicates an emergent situation. Crewmembers shall not refuse a system status hold.

An employee placed on a system status hold will be relieved as soon as possible after levels return to 5 or more available units. System levels must be 5 or greater at the time the employee is relieved.

C. **Holdover Pay**

Mandatory holdover pay will be a .5 premium of an employee's regular shift time rate added to the hourly rate the employee is making at the time of holdover. An employee will receive only one .5 premium for time spent on a mandatory or system status holdover. Mandatory holdovers will not exceed one-half the regularly scheduled shift, up to a maximum of six (6) hours on a 24 hour shift and four (4) hours for all other shifts. In the event an on-duty employee is to be held over on a mandatory or system status basis, the Employer will notify the employee involved as soon as possible.

Section 2.10 Reporting Pay

- A. Employees who are requested to report for work, or who are scheduled to work and are permitted to come to work without receiving prior notice that no work is available, shall perform any work within the assigned job description.

When the Employer is unable to utilize such employee, the employee will be paid for four- (4) hours work at the appropriate rate of pay. In such cases the authorized supervisor of the employee involved may allow the employee to leave work before the four (4) hours have elapsed and the employee shall be paid for four (4) hours. The provisions of this Section shall not apply if acts of God or failure of utilities interfere with work being provided, and if the Employer makes reasonable effort to notify the employee not to report for work.

- B. When no work is available for a full-time employee on a regularly scheduled shift (not on additional or overtime shift), or the Employer has not been able to utilize the full-time employee, the employee will have the option to contact the scheduling department to pick-up any open shift of equal or less hours, within fourteen (14) days. No open shift will be split to accommodate the employee.

A part-time employee, who has been scheduled to work, shall not be removed from their assigned shift in order to make an opening for a full-time employee. If more than one employee is effected in the same pay week and only one open shift is available, then the first employee to call the scheduling department shall be given the open shift.

Reasonable effort to notify the employee that no work is available is defined as direct notification by the supervisor to the employee prior to departing for work.

Section 2.11 Special Assignments

- A. Employees who are qualified and choose to perform Special Assignments, as designated by the Employer, shall receive additional compensation for their Special Assignments according to the following:
1. Employees designated as an FTO for a bid shall receive \$250 per month for the duration of the bid.
 2. Employees performing in an OCA shall receive thirty (\$30) dollars on a twelve (12) hour shift and sixty (\$60) dollars for a twenty four (24) hour shift.
 3. Reserve FTO's who work a minimum of four (4) hours of a 9.5 hour shift or a 12 hour shift shall receive the full \$12.50 premium. Reserve FTO's who work a minimum of eight (8) hours of a twenty four (24) hour shift shall receive the full twenty-five (\$25) premium. Employees who work less than the minimum hours as described above, shall have their premium prorated.
- B. With respect to Employees in Special Assignments, it is understood that the number of positions will be limited and that the Employer reserves the right to set that number and to select qualified employees based on seniority to fill these positions, and to remove employees from these positions at the Employer's discretion. The Employer shall set the standards for an individual to continue to be designated in these positions.
- C. The Employer reserves the right to pay an individual Employee who serves in more than one of the positions named above a bonus or additional hourly rate for performing such multiple duties, but the Employer shall not be required to pay any additional compensation.

Section 2.12 Telephones at the Employer's Facilities

All Employer facilities will have telephones. Policies regarding the use of telephones at the Employer's facilities are governed by the Employer's Policy and Operations Manuals.

Section 2.13 Outside Work

No employee shall be allowed to work for another provider of EMT or Paramedic service if that employment would place the employee in a conflict of interest as determined by the Employer.

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 will be subject to appropriate corrective action up to and including discharge. The Employer shall not be liable for or pay any benefits for injuries or illnesses resulting from outside employment.

Section 2.14 Evaluations and Orientation Period

A. Newly Hired Employees

The first six (6) months of employment for full time employees are considered an orientation period. For part- time employees who do not work as paramedics elsewhere, the first one thousand forty (1,040) hours shall be considered as an orientation period. To ensure proper knowledge and skills consistent with the Employer's Policy and Operations Manual, employees may be evaluated at various times throughout their orientation period. The Employer reserves the right to discharge employees at any time during this orientation period, with or without cause, and such action is not subject to the grievance procedure.

B. New Positions

Employees who change job classifications shall be required to successfully complete a minimum ninety (90) day orientation period for their new classification. To ensure proper knowledge and skills consistent with the Employer's Policy and Operations Manual, employees may be evaluated at various times throughout their orientation period for their new classification. Employees who do not successfully complete the required orientation period for their new job classification shall be returned to their previous job classifications at their previous wage and benefit levels, unless the Employer determines that corrective action is warranted pursuant to Article 6 of this Agreement.

Employees who are subject to corrective action instead of being returned to their previous job classifications at their previous wage and benefit levels may grieve such corrective action pursuant to Article 7 of this Agreement.

Section 2.15 Working Rules and Regulations

Reasonable rules and regulations for the conduct of the business that the Employer considers necessary and proper and which do not conflict with the terms of this Agreement shall be observed by all employees. Such rules and regulations shall be issued to the employees in the form of a manual.

Notification of any changes, deletions, additions or modifications of such rules and regulations shall be posted in a conspicuous place and submitted to the Union within seven (7) days prior to the effective date.

Section 2.16 Work Stations

Crew quarters shall be maintained in accordance with all state, federal and local laws, ordinances, and regulations. When new and/or replacement crew quarters are under consideration by the Employer, a Union designated chief steward or steward from the county operation of the employees who will be using the new and/or replacement crew quarters will be given the opportunity to review the prospective crew quarters and provide input to the adequacy of such facilities prior to a final decision being made by management.

Crew quarters shall be kept clean and sanitary. Where possible, all stations will be equipped with:

- Sofa
- 2 recliners
- Microwave
- 3 beds (where needed)
- Personal lockers (for each regularly scheduled employee)
- Space heater as needed
- Air Conditioning
- Refrigerator
- Stove
- Dining table/chairs
- Box fan (where needed)
- TV
- VCR
- Lamps

The Employer will provide individual shift lockers at the main facility for employee use.

Section 2.17 Uniforms

- A. Employees will wear the Employer’s uniform in accordance with the Employer’s Policy and Operations Manual.
- B. Employer will provide each newly hired employee, after ratification, with the following uniform items:

- Jumpsuit (1)
- Pants (3)
- Shirts (3)
- Belt (1)
- Jacket (1)
- Name Tags (sewn on shirts)
- Patches (sewn on shirts)
- Rain Gear (1) full-time only
- Leather gloves for each full-time employee

- C. The Employer will replace any issued uniform items worn or damaged beyond reasonable repair by issuing a replacement item or a voucher good for a replacement item at the Employer's uniform supplier. Employees must turn in worn uniforms at the time they are issued replacements.
- D. Employees will be reimbursed up to two hundred dollars (\$200) per calendar year for the purchase, repair or replacement of work boots, with proper proof of purchase or repair. Boots must be black polished and OSHA compliant. No unused portion of the boot allowance will accrue or carry-over from year to year. Employees must work for the Employer for one (1) year to qualify for reimbursement under this section.
 - 1. Employees may elect to use the entire two hundred dollar (\$200) boot reimbursement, or any portion therefore, for a one (1) time purchase or replacement of a ballistic vest during the life of this Agreement.
- E. The Employer shall reimburse employees for personal articles, (not deemed as items referenced above) damaged or destroyed during emergency or non-emergency calls, up to a maximum of \$100. Employees must submit damaged articles and replacement receipt to the Employer within fourteen (14) calendar days after damage occurs.
- F. For purposes of selecting the appropriate rain- gear pants, the Employer will agree to a recommendation from the Local Labor Management Committee, up to a maximum of fifty dollars (\$50).

Section 2.18 Job Sharing

Job Share – Job sharing consists of two (2) employees working limited hours that combine to equal one (1) full-time position. Job share employees work shift/unit assignments designated by the Employer for job share. Full-time employees who partner in a “job-share” will be classified as “job share” employees, but will remain on the full-time seniority list. Full-time job share employees will accrue seniority at the same rate as full-time employees.

Job sharing is available to current, non-probationary employees who choose this option voluntarily. However, at least one (1) employee to a job share must be a full-time employee at the time of entering into the job share. Two (2) part-time employees may not job share.

The Employer and the Union have agreed that any program of job sharing shall not result in increased cost to the Employer. As job sharing is an elective scheduling arrangement, it must remain cost-neutral. With this in mind, the following guidelines for the job share program shall apply:

1. Job share employees will “share” a full-time shift according to terms agreed to by job share “partners” and management (i.e. 50/50 or 75/25). However, a full-time employee to a job share must regularly work at least 50% of the normal hours for the job share position. Job share arrangements, once established, may not be altered without the agreement of both “partners” and management.
2. Job share employees are responsible for determining their work schedules (which “partner” will work on which days) according to the arrangements referred to in item one (1) above, and must notify the Employer of any proposed changes at least fourteen (14) calendar days in advance of such changes.
3. Job share employees will be paid at the appropriate wage step in accordance with the current wage schedule.
4. Full-time employees to a job share are eligible to receive and share Health and Welfare benefits and PTO benefits for one (1) full-time position. Two (2) full-time employees to a job share must determine which employee will receive Health and Welfare benefits and which employee will receive PTO benefits. One employee to a job share may also agree to waive all benefits and allow the other job share employee to receive all benefits. Job share employees must provide the Employer with a signed written agreement identifying how the Health and Welfare and PTO benefits will be allocated between the two (2) full-time job share employees. Employees can only change their election of health and welfare or PTO at open enrollment time, as long as they are considered a full-time regular employee. If the job share assignment ends and the employee changes status to part-time, they will qualify for the same benefits as all other regular part-time employees.
5. In the event a job share-consists of one (1) full-time and one (1) part-time employee, the full-time employee will be eligible for the Health and Welfare benefits as described in item four (4) above and the part-time employee is only eligible for the PTO benefits.
6. Job share employees who are already enrolled and participating in the 401(k) plan on the effective date of a specific job share may continue their participation. However, any job share employees who are not so enrolled on the effective date of their specific job share must meet all eligibility requirements to enroll during an open enrollment while in such job share arrangement.
7. If the job share employee chooses to accrue PTO, it will accrue under the same conditions as regular, non-job share full-time employees at the accrual rate of the most senior employee in the job share.
8. If, at any time, either of the “partners” in a job share elect to leave the job share arrangement, the ability of those employees to move to another position will be subject to the availability of vacant full-time or part-time positions.

In the event such a move is made, or one of the job share “partners” terminates employment, the remaining job share “partner” must work the entire full-time schedule until another job share “partner” volunteers or the opening is filled by posting. The open job share position will be posted for seven (7) calendar days; however; the Employer will not be responsible for locating another job share “partner”. If, after posting the vacant job share position for seven (7) calendar days, a job share “partner” does not volunteer or bid, the job share shift will be converted to a regular full-time position.

9. In the event of a shift bid the senior job share employee of a two person job share group will bid for the shift designated for a job share by the Employer and if that bid is successful in line with seniority the job share “partner” will go to the same shift as the more senior employee who was the successful bidder regardless of the less senior “partner’s” seniority.

ARTICLE 3

WAGE RATES

Section 3.01 Wage Schedules

The wage scales for all shifts will be included in this agreement in appendix A.

Section 3.02 Appointment

The Employer may consider an employee's previous years of ALS field experience in determining the appropriate starting pay grade, but will in any case, apply a minimum credit of one half of the employee's previous years of ALS field experience. However, current AMR employees who transfer into the San Mateo bargaining unit from another AMR location shall receive full credit for all previous years of ALS field experience with AMR and shall be placed at the pay grade corresponding to their years of ALS field service.

Section 3.03 Salary Advancement

Salary advances to the next step on the salary schedule for the classifications shall be granted on each anniversary date for each employee.

Section 3.04 Pay for Non-Shift Hours

Pay for hours worked other than during an employee's regularly scheduled shift on an ambulance shall be paid at the employee's base hourly rate.

Section 3.05 Night Differential

Any employee not on a 24-hour shift whose shift ends after 12:30 a.m. who works on a regularly scheduled night shift and who works at least six and one quarter hours (6.25) on the shift will receive a thirty-seven dollar (\$37) shift premium during the first year of this contract.

The night differential will be increased each year in years 2 through 4 of this contract by the San Francisco Bay Area CPI-U annual average from October 1 through September 30, up to a maximum of 5%, beginning each year of the contract. The night shift premium will be rounded to the nearest dollar for purposes of calculating payroll.

Section 3.06 Overtime

The workday is defined as a 24-hour period beginning at 0000.00 hours and ending at 2359.59 hours. The workweek is defined as a seven (7) consecutive day period beginning at 0000.00 hours Sunday and ending at 2359.59 hours the following Saturday. All hours of a shift that begins on one workday and ends on the next workday are deemed worked on the workday the shift started. Under no circumstances will an employee be entitled to more than two times (2x) their hourly base rate, except for holidays and mandatory holdovers where the limit is two and one-half times (2 1/2x) and holdovers on holidays where the limit is three times (3x).

- A. Employees working twenty-four (24) hour shift will be paid at one and one-half times their regular base rate of pay for hours worked in excess of forty (40) in a single workweek. At the Employer's option, employees may be required to individually sign a form agreeing to the terms of this section.
- B. Employees not scheduled to work a 24-hour shift will be paid their regular hourly rate of pay for the first eight- (8) hours of work per day and 40 regular hours in a single workweek.

Also, these employees will be paid one and one half (1 ½) their regular rate of pay for hours worked in excess of eight (8) in any work day and for the first eight (8) hours worked on the seventh day of work in the work week. Employees shall receive two times (2x) their regular rate of pay for hours worked in excess of 12 in any workday and for all hours worked in excess of eight (8) hours on the seventh day in any workweek.

ARTICLE 4

BENEFITS

Section 4.01 Medical and Dental Insurance

The Employer agrees to provide regular full time employees covered by this collective bargaining agreement a sponsored medical and dental benefit plan. Employees become eligible to participate in the benefit plans on the first day of the month following ninety (90) calendar days of employment.

A. Medical Insurance

1. Effective July 1, 2006, medical coverage shall be provided as described in either the AMR Anthem Consumer PPO Deductible plan or the Kaiser Consumer deductible plan.
2. Effective July 1, 2006, prescription drug coverage shall be provided as described in either the AMR Anthem Consumer PPO plan or the Kaiser Consumer deductible plan.
3. For all employees hired after ratification of this Agreement, the Employer shall pay seventy-five (75%) percent of the Medical insurance premium for the “employee only” and seventy-five (75%) percent for any dependant coverage.
4. For current employees upon ratification of this agreement effective July 1, 2006, the Employer shall pay ninety (90%) percent of the medical insurance premium for “employee only” contribution and eighty-five (85%) percent of any dependant coverage.
5. For current employees upon ratification of this agreement effective January 1, 2009, the Employer shall pay ninety (90%) percent of the medical insurance premium for “employee only” contribution and eighty (80%) percent of any dependant coverage.
6. All compensation provided to current employees under the Flex or Opt Out pay provisions shall end on October 1, 2006.

B. Dental Insurance

1. Dental insurance coverage shall be provided as described in the AMR Dental plan summary.
2. Employees may voluntarily participate in the AMR Dental plan “buy-up” program.
3. The Employer shall pay seventy-five (75%) percent of the premium for the dental insurance described in the AMR Dental plan summary.

4. Employees electing to participate in the AMR Dental plan “buy-up” program shall pay 100% of the additional cost (above the Employer’s seventy-five (75%) percent contribution for the AMR Dental plan) associated with the buy-up program.

Any required employee contributions are to be pre-tax deductions as provided for under the Internal Revenue Code.

Section 4.02 Group Term Life, Accidental Death and Dismemberment, Supplemental Life & Supplemental Accidental Death and Dismemberment

- A. The Employer will offer a basic group term life insurance and accidental death and dismemberment plan for all full-time eligible employees through a life insurance company of the Employer’s choosing.
- B. The benefit which shall be provided under these plans shall equal two (2) times the employee’s annual compensation. These plans shall be paid 100% by the Employer.
- C. The Employer will offer a voluntary supplemental life and accidental death and dismemberment insurance plan through a life insurance company of the Employer’s choosing. This supplemental plan will allow the full-time eligible employee to purchase additional life insurance coverage.

The employee will bear the entire cost of the supplemental life and accidental death and dismemberment insurance plan, the premiums, which are established by the carrier. The employee’s premiums for this coverage will be paid through payroll deduction, 26 times per year.

Section 4.03 Supplemental Workers Compensation Disability Insurance/Accident and Sickness Insurance

- A. Work Related Illness or Injury

The Employer will provide and Employer Supplemental Workers Compensation Disability Plan for employee unable to work because of short-term, work-related disabilities. Complete plan provisions and terms will be included in the Employer Supplemental Workers Compensation Disability Plan Description and Schedule of Benefits.

B. Short Term Disability Insurance (Non-Work Related)

Employees may purchase individual short term disability insurance on a voluntary individual basis. The entire cost of such individual short term disability insurance shall be borne by the employee. The Employer agrees to implement a voluntary payroll deduction for the payment of premiums associated with individual short- term disability insurance plans when requested by employees.

Section 4.04 Long Term Disability Insurance

- A. The Employer shall provide each full-time employee with a long-term disability insurance policy. The premium for this policy shall be paid by the Employer.
- B. Pre-disability earnings shall be defined as compensation paid to the employee at the time of disability, including regular paid base salary plus any overtime, shift differentials, and any employee contributions to deferred compensation plans or cafeteria benefit plans.
- C. Any earnings from a per-disability private, individual, non-cancelable, renewable LTD Policy which does not coordinate benefits and which the employee may have purchased, shall not be used to offset under the Employer's LTD Policy.
- D. Benefits shall be paid between 60% and 70% of pre-disability earnings up to a maximum of \$10,000.00 per month.
- E. The post disability elimination period shall be ninety (90) consecutive days from the date of disability with benefits being payable through age sixty-five (65).

Section 4.05 Vision Plan

All full-time eligible employees will be allowed the option to participate in the vision plan. The Employer and the employee shall share the premium cost on a 50%/50% basis of the employee and/or dependent premium coverage

Section 4.06 AMR 401(k) Plan

- A. All full-time eligible-employees covered under this agreement, are eligible for participation in the American Medical Response 401(k) plan, after they have been employed for an uninterrupted period of six (6) months, during which they have worked at least 1000 hours.

- B. All part-time employees covered under this Agreement are eligible for participation in the American Medical Response 401(k) plan upon the earlier of (1) completing 1,000 hours of service during their initial six (6) months of employment or (2) completing a “Year of Service for Participation.” In order to complete a Year of Service Participation, the employee must work at least 1,000 for American Medical Response during a twelve-month period. The twelve-month period begins on the employees first day of work, and, if necessary for the computation of eligibility, the beginning of each Plan Year thereafter.
- C. Pursuant to the plan document, for all eligible employees, each one dollar (\$1.00) that the employee has elected to have the Employer reduce from their compensation and contribute to the 401(k) plan, the Employer will make a matching contribution of one dollar (\$1.00) up to a maximum Employer matching contribution of five (5%) percent of the employee’s gross wages.
- D. All newly hired employees as of the effective date of this Agreement are eligible for participation in the first enrollment after they have been employed for an uninterrupted period of one (1) year during which they have worked at least 1000 hours.
- E. The Employer will select the administrator of the plan and will provide immediate vesting and unlimited portability within IRS and ERISA guidelines.
- F. If any portion of this plan fails to meet IRS guidelines, the Employer will have no option but to modify the plan.

**Section 4.07 Employee Assistance Program (EAP) and
Critical Incident Stress Debriefing (CISD)**

Employee Assistance Program - The Employer will offer at no expense to all employees and their dependents an employee assistance program (EAP). The EAP program will assist in referring participants through to their Health Insurance coverage, in the event the EAP benefit needs to be extended beyond the guidelines outlined in the program.

Critical Incident and Stress Debriefing – The Employer will continue to provide Critical Incident Stress management to all employees through the AMR Critical Incident and Stress Counseling program.

Section 4.08 IRS & Section 125 Flexible Spending Accounts

- A. The Employer will allow employees to defer up to \$5,000 per calendar year on a pre-tax basis per IRS & Section 125 guidelines for the purpose of paying for dependent care costs for qualified dependents.

- B. 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.
- C. The Employer will allow employees to defer up to \$4,000 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.

In order to off set the cost of out of pocket co-pays and deductibles the Employer shall establish funded flexible spending accounts for each employee enrolled in the Company's medical health insurance plan in the amounts listed below.

<u>DATE</u>	<u>AMOUNT</u>
January 1, 2007	\$500
January 1, 2008	\$500
January 1, 2009	\$500

Section 4.09 Holidays Observed

- 1. Thanksgiving Day
- 2. Christmas Day
- 3. New Years Day
- 4. Memorial Day
- 5. Independence Day
- 6. Labor Day
- 7. President's Day
- 8. Veterans Day
- 9. Martin Luther King Day

Section 4.10 Holiday Pay

- A. Each full-time employee working on a holiday shall receive holiday pay based on the following:
- If a full-time employee is regularly scheduled to work a 9.5-hour shift, they shall be paid 9.5 hours at the applicable 9.5-hour rate of pay.
 - If a full-time employee is regularly scheduled to work a 12-hour shift, they shall be paid 12 hours at the applicable 12-hour rate of pay.
 - If a full-time employee is regularly scheduled to work a 24-hour shift, they shall be paid 24 hours at the applicable 24-hour rate of pay.
- B. A full-time employee working a holiday shall receive his/her appropriate rate of pay for all hours worked on the holiday in addition to the holiday pay referred to in subsection (A) above. The duration of a holiday shall be from midnight to midnight, an employee shall be deemed to have worked the holiday only if their shift began during this duration.
- C. A part-time employee working on a holiday shall receive a .5 premium for all hours worked on the holiday. The duration of a holiday shall be from midnight to midnight, and employee shall be deemed to have worked the holiday only if their shift began during this duration.
- D. A full-time employee not working on a holiday shall be paid based on the following:
- If a full-time employee is currently assigned to work a 9.5-hour shift, they shall be paid 9.5 hours at the applicable 9.5-hour rate for that day.
 - If a full-time employee is currently assigned to work a 12 or 24-hour shift they shall be paid 12 hours at the applicable 12-hour rate of pay.
- E. In order to qualify for holiday pay the employee must have been in the employ of the Employer for ninety (90) days prior to the holiday. The duration of a holiday shall be from midnight to midnight, an employee shall be deemed to have worked the holiday only if their shift began during this duration. An employee who uses prior-approved time off (i.e., personal day, vacation time, not sick time) for the prior or subsequent shifts shall be deemed eligible for holiday pay.

- F. Employees will be required to provide management with a physician's release form if they call in sick on the day before, the day of or the day following a Company observed holiday. Failure to provide a physician's release form upon their return to work will result in the forfeiture of holiday pay.
- G. Employees who are on a worker's compensation leave, medical leave of absence, or any other LOA are not entitled to holiday pay.

Section 4.11 Annual Leave and Annual Leave Credits

Annual leave is the combined accumulation of sick leave, personal time, and vacation into one account. Holiday pay is addressed in Section 4.10. Annual leave is defined as compensated leave for eligible employees who are absent from work due to illness, injury, bereavement, medical or dental appointments, vacation, union business, personal business or approved extended leave.

Employee begin accumulating annual leave credits from their first month of full-time employment but are not eligible to use any annual leave credits until they have successfully completed six (6) months of full-time employment. Any employee hired, as a result of an acquisition or merger by the Employer will have this provision waived. For the purpose of this article, when an employee changes status from part-time to full-time, their original date of hire shall be applicable.

Annual leave credits will continue to be added to the employee's account while the employee is on an approved paid annual leave, but these additional credits may only be used after the employee returns to work. Annual leave credits are not earned during leave periods granted without pay.

Section 4.12 Annual Leave Hour Credit Accrual Rate

- A. Annual leave is accrued each pay period. Full-time employees accrue 1/26 of their annual hour credit each pay period. The number of hour credits accrued is determined by the employee's length of full-time employment with the Employer according to the chart below.
- B. A maximum of 400-hour credits may be accumulated. Any annual leave credits over the maximum of four hundred (400) hours/credits, will automatically be paid to the employee at the employee's base straight time rate rather than accruing as annual leave credit

C. Employee paid time off/accrual rate for annual leave hour credits.

<u>Accrued Full-Time Employment</u>	<u>Annual Leave Hour Credits by Employee's Regularly Scheduled shift type</u>		
	<u>9.5 Hr</u>	<u>12Hr.</u>	<u>24HR</u>
1 to 12 Months	114	140	233
13 to 24 Months	166	196	299
25 to 60 Months	218	252	364
61 or More	271	308	429

D. For the purpose of utilization of PTO hours each employee's account balance shall be valued (i.e., number of available hours) based upon the regular scheduled shift that the employee is on at the time they utilize their PTO account. Whenever an employee changes shift schedules (i.e., from a 24-hour shift to a 12-hour shift) the employee's PTO account shall be revalued based upon their new accrual.

Section 4.13 Paid Time Off

1. Employees who are absent from duty in excess of seven (7) calendar days because of non-job related injury or illness will automatically have time charged against their accrued annual leave credits (unless otherwise instructed by the employee).
2. Paid time off will be accrued by full-time employees as outlined in the collective bargaining agreement and accumulate as Bank Hours.
3. Bank Hours will be utilized to compensate an employee for all scheduled shifts, or portions of shifts, missed for any reason other than an approved shift trade or a management decision to remove an employee from a shift (i.e., administrative transfer).
4. Banked Hours will be utilized by the employee for all hours missed due to illness, injury, (less than 7 days) personal and family emergencies, or shift giveaways (unless otherwise instructed by the Employee at the time of absence and approved by management).
5. Bank hours paid will be automatically adjusted to include compensation for regular overtime wages so that no loss of income is suffered by the employee.

6. Banked Hours may be cashed in as outlined in Section 4.12 (B) of this Agreement.

Section 4.14(A) Vacation Leave

Vacation scheduling shall be subject to the following procedures:

1. Requests are subject to the availability of Banked Hours. Employees must have sufficient Banked Hours or be able to accrue sufficient hours to cover any requested vacation by the time the vacation is actually used.
2. Requests for vacation leave must be submitted in writing to the scheduler and must be seven (7) calendar days or greater in length.
3. Employee may submit up to three choices for vacation leave. Choices should be submitted in order of preference. Management shall then approve leave based on best available coverage.
4. Requests submitted in January shall be given priority for the following twelve-month period. (February 1 through January 31).
5. Vacation leave shall be granted by seniority at the close of the January filing period.
6. Only one vacation shall be granted per employee per year using seniority for preference. Additional vacation requests shall be granted on a first come, first serve basis, dependent upon staffing levels.
7. A minimum of three (3) requests shall be granted for any calendar week.
8. Additional requests for the same week shall be placed on a waiting list according to employee seniority. These requests shall be granted at the discretion of management.
9. Employees will be notified regarding the status of their request no later than sixty days prior to the start of the vacation. If a request is submitted less than sixty days prior to the anticipated start of the vacation, management will notify the employee as soon as possible.
10. Vacation leave may be canceled by the employee thirty days or more prior to the start of the leave. The employee will be returned to his/her regular shift schedule whenever possible.
11. Vacation requests will be given priority over PTO requests regardless of seniority if submitted for the same day.

Section 4.14(B) Personal Time Off (PTO)

Personal Time Off (PTO) shall be granted subject to the following conditions:

1. PTO is subject to the availability of Banked Hours. All requests for time off for less than seven (7) days shall be defined as PTO.
2. PTO requests may be submitted to the scheduler at any time and will be compiled daily at the close of business. Requests received after the scheduling office is closed will be added to those received the following day.
3. PTO requests received for the same day will be granted by seniority and subject to available coverage.
4. Vacation requests will be given priority over PTO requests regardless of seniority if submitted for the same day.
5. Requests not immediately granted will be placed at the bottom of the existing Vacation/PTO waiting list.
6. Employees will be notified of the status of their request not later than thirty (30) days prior to the shift(s) requested. If a request is received thirty (30) days or less prior to the requested shift(s), management will notify the employee as soon as possible.
7. If management is unable to confirm coverage fifteen (15) days prior to the requested shift(s), the employee requesting PTO shall have the option of securing coverage subject to Section 4.15(C):
8. Employees filing requests fifteen days or less prior to the requested shift(s) shall have the option of securing coverage-subject to the procedures in Section 4.15(C)
9. PTO must be approved by management the decision cannot be grieved.

Section 4.15(C) Employee Initiated Shift Trades/Shift Give-Away/Shift Holdovers

1. A completed shift trade form must be submitted to the Employer at least one (1) hour prior to the start of the shift. A shift trade/give-away or shift overlap shall not cause any additional cost to the Employer.

2. Employees may use PTO for a shift give-away as provided in Section 4.14 or may give away a shift without pay at the employee's option.
3. Trades must be completed within the same pay period. A shift giveaway should be offered to part-time employees first. If no part-time employee accepts the shift, full-time employees may be utilized.
4. A shift trade or shift give-away shall not cause an employee to violate company or county policy regarding length of continuous duty.
5. A shift trade/give-away shall not cause employee to be late for a regular shift.
6. Management may approve a give-away for observed company holidays or the day prior to and immediately following a holiday.
7. A shift trade shall not be used for the purpose of avoiding a shift, station, or partner.
8. Employees on twenty-four (24) hour shifts may trade or give-away their entire shift or a twelve (12) hour portion of the shift at the 24-hour rate of pay.
9. Employee Initiated Shift Holdovers

Employees scheduled to work on a twenty-four- (24) hour shift may arrange for another employee on preceding twenty-four (24) hour shift to "holdover" for up to ninety (90) minutes for business or personal reasons. The employer will allow this practice as long as state or federal law does not impose any additional cost or premium pay above what would have been paid had both employees worked twenty-four (24) hours. Employees who holdover at the request of another employee without following these procedures will cause both employees to be subject to corrective action for failing to follow Employer's rules and regulations.

10. Dispatchers may make arrangements for a meeting of off-going and on-coming employees involved in mid-shift crew exchanges. However, active calls or priority move-ups will not be interrupted for crew exchanges. Crew exchanges during move-ups shall be at the discretion of the Operations Supervisor.
11. Employees may work an unlimited number of approved shift trades. Employees may give away no more than four (4) shifts per month.
12. Responsibility for compliance with the above policies shall rest with both parties involved in the trade or give-away.

Section 4.14(D) Continuing Education (Time Off)

Employees will be granted time off from their regularly scheduled shifts in order to attend ongoing educational courses, seminars, or C.E. under the following conditions:

1. Employees shall submit an official course schedule prior to each semester or class. Management must be notified immediately of any schedule changes.
2. Employees are responsible for securing coverage using shift trades whenever possible.
3. If unable to secure a shift trade, employees will be allowed to provide coverage using a shift giveaway. Shift trades and give-aways shall be subject to the procedures outlined in Section 4.14(C).
4. Employees may request a waiver of attendance policies for educational purposes. Such requests shall not be unreasonably denied.
5. Employees listed on the company overtime availability list shall not be used for employee-initiated coverage without prior approval from management.

Section 4.15 Pay-In-Lieu- of Annual Leave

Employee may receive pay-in-lieu of annual leave by completing the Request of Leave of Absence Form which shall be paid twice yearly in the first pay period in June and December. An annual maximum of two hundred fifty (250) annual leave credits may be taken in pay of one hour increments paid at the employee's base straight time regularly scheduled hourly rate. Banked hours will be paid at the base straight time hourly rate most often worked for the prior six (6) month period. In any case employees must retain at least forty (40) hours of earned annual leave credits when requesting pay-in-lieu of annual leave in order to ensure a reserve for unplanned sick leave or personal emergencies. A request for pay-in-lieu of annual leave must be submitted to payroll at least ten (10) calendar days prior to the payday referenced above.

Section 4.16 Employee Termination and Annual Leave

Upon termination of employment, employee will receive pay for all annual leave credits accrued and not used. Annual leave pay will be calculated at the employee's straight time regularly scheduled hourly rate for the last classification in which the employee was employed.

Section 4.17 Worker's Compensation

Worker's Compensation Insurance benefits shall be granted in accordance with all applicable laws.

Employees who suffer a work-related illness or injury that renders them temporarily unable to perform their regular job duties shall be granted a leave of absence for a maximum of twelve (12) months from the date the leave commences. Employee's who suffer a work-related catastrophic illness or injury as defined by the Employer's workers compensation carrier shall be allowed to reapply for employment up to twenty-four (24) months from the date of injury and upon reemployment shall have all seniority restored. In lieu of a leave of absence, the Employer may offer limited or light duty work for a maximum of one hundred twenty (120) days to employees who suffer a work-related illness or injury whenever such work is available and the employee is able to safely perform such work.

Employees on a leave of absence due to a work-related illness or injury shall continue receiving all health benefits for a maximum of twelve (12) months provided the employee continues paying his/her normal contributions for such benefits. Employees may elect to discontinue health benefits while on a leave of absence.

Employees unable to return to work in their original classification, or otherwise be reasonably accommodated by the Employer, at the conclusion of a leave granted pursuant to this section shall be terminated.

Leave granted pursuant to this section shall run concurrent with any other qualified leave of absence, subject to proper designation and notice by the Employer.

Section 4.18 Sick/Annual Leave Integration

If an employee is eligible for basic Unemployment Compensation Disability Benefits (U.C.D.) or Worker's Compensation Benefit, employee's paid annual leave shall be reduced by the amount of the U.C.D. benefit the employee is eligible to receive. The reduced amount of annual leave payment shall then be charged against the employee's earned banked hours not to exceed 100% of their regular pay, for the time involved.

Section 4.19 Medical Leave of Absence Non-Job Related (MLOA), and Family Medical leave (FMLA), and California Family Rights Act (CFRA)

Employees shall be granted leaves of absence in accordance with the requirements of the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Employees granted leave pursuant to the FMLA and/or CFRA, may elect to use accrued paid time off for each day absence due to FMLA and/or CFRA leave.

However, intermittent and reduced time leaves, including partial day absences, under FMLA and/or CFRA shall be charged to the employee's available paid time off. Once an employee's paid time off is exhausted, the remainder of any FMLA and/or CFRA leave shall be unpaid. Health benefits shall continue during FMLA and/or CFRA leave provided the employee continues paying his/her normal premium contributions for such benefits. Employees may elect to discontinue health benefits while on FMLA and/or CFRA leave.

Section 4.20 Military Leave of Absence

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994, as amended, and applicable provisions of the California Military and Veterans Code. Employees who enter active military service or annual reserve duty requirements will be granted a leave of absence without the loss of seniority and benefits. Reinstatement shall be governed by the Act and state law referenced above. All requests for military LOA must be accompanied by a copy of the employee's military orders upon return from active duty.

Section 4.21 Personal Leave of Absence (PLOA)

- A. Full time employees who have completed their orientation period may be granted an unpaid Personal Leave of Absence (PLOA) not to exceed 90 days in a rolling 12-month period. However, in instances where leave is taken for education purposes, exceptions may be granted. Employees will be required to provide supporting documentation to validate a leave for education purposes. No PLOA shall be less than thirty (30) calendar days.
- B. A PLOA may be granted due to special circumstances, as determined on an individual basis, solely at the Employer's discretion.
- C. Employees granted a PLOA must use all accrued paid time off before the unpaid portion of the leave begins. Employees on a PLOA do not accrue additional paid time off once the unpaid portion of the leave begins.
- D. Employees who choose to continue health benefits must continue paying their normal contributions for such benefits on the POLA. Employees may elect to discontinue all health benefits while on a PLOA by paying the full cost of all insurance premiums consistent with COBRA procedures.
- E. Efforts will be made to hold open an employee's position and assignment for the duration of a PLOA. However, Employees granted a PLOA cannot be guaranteed a right of return to their former position and assignment upon expiration of the PLOA. Employees returning from a PLOA are guaranteed reinstatement to a position in their classification.

Section 4.22 Return From Leave

- A. Employees on any leave of absence (LOA) which exceeds thirty (30) days shall, whenever possible, notify the Employer at least fourteen (14) days prior to the employee's expected date of return to work of their intention to return to work. If the employee is unable to give the required fourteen (14) days notice, it is understood that the Employer may not be able to re-employ the employee at the intended expiration of the LOA, but at no time shall the employee be required to wait for re-employment more than fourteen (14) days from the date the Employer was notified of the employee's intent to return to work.
- B. For employees returning from any leave of absence provided for under this Agreement, the Employer shall make every reasonable effort to return employees to the same station and position. The employees shall receive the rate of pay (plus any applicable wage increases) and shall be entitled to all seniority and benefits they had acquired and/or accrued prior to their taking such leave.
- C. The Employer may require a release from the Employer's industrial provider following a medical leave of absence.
- D. Employee's returning from a leave of absence in excess of one hundred twenty (120) days may be placed with an FTO for evaluation.

Section 4.23 Benefits During a Leave of Absence (LOA)

- A. Employer paid benefits may be continued for a maximum of ninety (90) calendar days for an approved, paid or unpaid leave of absence due to personal, bereavement, jury duty, maternity/paternity, for a maximum of one hundred twenty (120) calendar days for an approved medical leave of absence for personal illness or injury. The employee must continue to make any bi-weekly contributions for extra coverage's as is normally required when working.
- B. Employer paid benefits will be terminated on either the ninety-first or one hundred twenty-first day (as stipulated above) of the leave of absence and employees and/or their dependents will be offered continuation of benefits as provided for in the Internal Revenue Code Section 162(k), Consolidated Omnibus Budget Reconciliation Act of 1985.

Section 4.24 Jury Duty and Subpoena Appearances

Full time employees who are summoned for jury service or who are subpoenaed shall be excused from scheduled duty upon presentation of the summons or subpoena to the immediate or on duty supervisor.

Upon return to scheduled duty, the employee must present a statement provided by a member of the court, certifying the employee's participation as a juror and/or a witness and the dates of attendance.

Employees shall be compensated up to a maximum of ten (10) shifts, for the difference between the juror fees they are paid and their regular pay from the Employer, for the work they miss because of juror service. Employees shall be compensated for all time spent subpoenaed regarding work related matters, unless the trial or proceeding is one initiated by a present or past employee of the Employer against the Employer and the employee has been subpoenaed by or on behalf of the present or past employee.

If the employee is excused from his/her jury or subpoena obligation and more than four (4) hours remain in the employees normally scheduled work shift, the employee shall contact their immediate or on duty supervisor regarding whether the employee should return to work to complete the remainder of their normal scheduled shift.

Employees who work other than a twenty-four (24) hour shift shall have at least eight (8) hours off between the completion of their obligation and their next scheduled shift.

Employees who have been selected for jury service who work an alternate shift (nights) shall not be compelled to report to work for the shift, on the same day, immediately after serving jury service.

Employees who are summoned for jury service or subpoenaed shall give the Employer a minimum of five (5) days notice that they have been summoned or subpoenaed, unless such is issued with less than five (5) days; whereby, the employee shall provide immediate notice upon receipt that they have been summoned or subpoenaed.

Section 4.25 Bereavement Leave

When a death occurs in the immediate family of an employee, he/she shall be entitled to a bereavement leave of up to three (3) shifts. . Employees will be paid for regularly scheduled missed shifts excluding overtime shifts. Any additional leave necessary for this purpose shall be deducted from the employee's banked hours. Immediate family is defined as current spouse, sister, brother, daughter, son, mother, father, current mother-in-law and father-in-law, grandparents, grandchildren or significant other who resided with the employee at the time of death. The Employer may require proof of death and relationship. An employee on annual leave may receive bereavement leave credit.

Section 4.26 California Domestic and School Activities Leave

Employees shall be granted leave to seek medical attention for injuries caused by domestic violence or sexual assault, to obtain psychological counseling related to an experience of domestic violence or sexual assault, or to participate in safety planning and take other action to increase safety from future domestic violence or sexual assault. Employees shall also be granted leave if they are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure the employee's health, safety, or welfare, or that of the employee's child. Such leave shall be subject to all applicable requirements of the California Labor Code. Leave taken pursuant to this section is limited to 12 weeks per year.

Employees having custody of one (1) or more children in kindergarten or grades 1 to 12 may take time off for a school activity or attending a licensed day care facility. Such leave shall be subject to all applicable requirements of the California Labor Code. The time off for such activities cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each school year.

Section 4.27 Credit For Time Served With A Previous Provider

Employees of companies purchased by or merged with AMR shall receive credit for time served with the purchased or merged company towards any qualification period for benefits in Article 4.

Section 4.28 Emergency Aid Bank

- A. Employees may receive pay in lieu of annual leave to aid a fellow employee (recipient) who experiences a grave emergency and needs financial assistance.
- B. In emergency situations, the employee who requests pay in lieu of annual leave will not be subject to the same request provisions outlined in Article 4.16. Requests must be submitted to the Payroll Department at least ten (10) days prior to the following payday.
- C. The employee may receive a maximum of 250 annual leave credits in pay of one hour increments paid at employee's base straight time regularly scheduled hourly rate. Employee must retain 40 hours of earned leave credits in order to ensure a reserve of unplanned sick leave or personal emergencies.

ARTICLE 5

EDUCATION AND TRAINING

Section 5.01 Off-Duty Continuing Education

The employer will provide on-going continuing education classes sufficient to comply with state and/or local regulations for maintenance of paramedic licensure, certification or accreditation.

The Employer will make available through company training centers, ACLS, PHTLS, BTLS, CPR and PALS/PEPP classes at no charge to all employees. Employees shall not submit reimbursement claims for these classes. The employer will not pay employees for time spent at these classes.

- A. Employees may attend AMR continuing education programs at no charge to the employee.
- B. Full-time Employees will receive up to twenty-four (24) hours of authenticated CE Pay per year. This does not include any mandated training programs. The CE pay will be paid at their regularly scheduled hourly rate and will not be counted towards hours worked for purposes of calculating overtime.
- C. If there are no available Employer provided training classes for a required license or certification within the three (3) months preceding the expiration date of a license or certification, or if the employee cannot be released from work to attend the training classes, the Employer shall reimburse the employee for the cost of attending the required training classes through other providers.

The Employer may mandate attendance at informational and education programs. The employer will pay employee for hours spent at mandatory programs. Pay will be paid at their regularly scheduled hourly rate.

Section 5.02 Public Education

The union and the employer recognize the importance of participation in community education/service programs as required by the County. Such programs are designed to promote and enhance the employees and the employer's pre-hospital care emergency medical services and the private provider image. Therefore the parties agree that all full-time and part-time employees shall be required to actively participate in those programs that include but are not limited to:

- a. First Aid and CPR classes
- b. Guest speaking for public groups
- c. Liaison with emergency rooms
- d. Liaison with doctors offices and convalescent hospitals
- e. Liaison with fire and police departments
- f. Participation in employee and EMT-1 training programs

Section 5.03 Licensure Reimbursement

- A. Following a minimum of 12 months continuous full-time employment, the employer will reimburse full time employees for the direct cost incurred to subsequently maintain his/her state and/or county license, licensure or accreditation necessary for employment. The employee must submit a copy of the certification with a receipt to the Director of ALS Operations for reimbursement.
- B. Part-time employees may seek reimbursement from the Employer for the direct cost incurred to subsequently maintain his/her state and/or county license, licensure or accreditation necessary for employment provided the following conditions are met:
 1. A minimum of 12 months continuous months have passed whereby the employee has met the minimum staffing requirements as defined in Section 1.04 of this Agreement.
 2. No other employer has provided reimbursement to the employee.
 3. The employee must submit a copy of the certification with a receipt to the Director of ALS Operations for reimbursement.

Fees to be Covered

1. State and Local licensure fees
2. Medical Exam at the Employer's industrial provider.
3. Ambulance license renewal fee.
4. Any other license or certification required by the Employer and/or the County to perform job duties.

ARTICLE 6

CORRECTIVE ACTION

Section 6.01 Corrective Action Principle

The Employer and the Union recognize that the intent of corrective action is for the purpose of modifying inappropriate behavior. While the Employer will attempt to modify inappropriate behavior through various means, which may include multiple levels of corrective action, the Employer reserves the right to discipline an employee up to and including discharge based on just cause and the circumstances of each situation.

Section 6.02 Investigations

A. Employees shall be entitled to representation upon request during any investigatory interview with the Employer that could lead to corrective action. Employees who are entitled to representation and request representation shall be provided such representation. The employee representative shall be a duly authorized union officer or union steward.

Section 6.03 Corrective Action Procedures

- A. The Employer agrees to participate in a pre-corrective action meeting prior to initiating corrective action. The purpose of the meeting shall be to provide the employee the opportunity to respond to the proposed corrective action and present the Employer with any additional information bearing on the propriety of the proposed corrective action. The meeting shall be informal and shall not be recorded.
- B. Within ten (10) calendar days following the pre-corrective action meeting, the Employer shall notify the employee in writing of the final decision regarding the corrective action.
- C. If the employee and the Union believe the final corrective action is unjustified, the matter may be appealed through the grievance and arbitration provisions of this Agreement.
- D. If the Union files a grievance appealing final corrective action, the Union may request from the Employer copies of all documents and materials considered and/or relied upon by the Employer as the basis for the corrective action, including but not limited to investigative reports, witness statements and physical evidence.

Section 6.04 Loss of Certification/Licenses

If at any time, for any reason an employee is without all necessary federal, state and local licensure or certifications required for performance of the duties of that employee, the employee will be immediately placed on unpaid leave-of-absence. If the employee's federal, state and local licensure or certifications are revalidated, the Employer shall reinstate the employee to a position within their classification. If an employee can demonstrate that he/she has appealed a decision, the unpaid leave may be continued until the appeal process is complete.

In the case where an employee is without any one or more of the necessary federal, state and/or local licenses or certifications, the Employer's obligation to reinstate will in no case extend beyond thirty (30) calendar days after the initial date of expiration or loss. If an employee can demonstrate that he/she has appealed a decision, the employer may extend the thirty- (30) calendar day period. There is no guarantee that an employee will be returned to his/her former position or status once placed on an unpaid leave of absence as outlined in this section.

The required licenses and certifications for paramedics are set forth in the Employers Policy and Operations Manuals.

If an employee temporarily loses his/her drivers license for medical reasons outside their control (non-alcohol or drug related), the Employer may allow such employee to work in an alternative (non-field) assignment (with their employee wage) that the Employer may choose for a maximum of one hundred twenty (120) calendar days. Provided the employee's driver's license is reinstated within one hundred twenty (120) days they shall be allowed to return to his/her former classification.

The sole responsibility of each employee is to maintain all of the appropriate licensure and/or certifications necessary to perform the duties outlined in his/her job description. The employee shall be responsible for upkeep and timely renewal of all necessary documents. The employee shall notify the employer immediately regarding the loss or expiration of any required license, certification, or related document. An employee who reports for work or performs his/her duties without any of the required licenses and/or certifications shall be subject to immediate discharge upon discovery. Once any employee has been discharged pursuant to this provision the Employer has no obligation to reinstate the employee regardless of the subsequent status of their licensure or certifications.

Section 6.05 Personnel Files

Employees and employee authorized Union representatives shall have access during normal business hours to employee personnel files in accordance with legal requirements.

Employees and employee authorized Union representatives must provide Human Resources at least two (2) business days notice to assure the file will be available for viewing.

Employees may request and will receive copies of documents placed in their personnel files or maintained by the Employer for a personnel purpose, except for the documents identified in California Labor Code Section 1198.5(d).

Employees shall have the right to submit a written rebuttal to any document placed in the employee's personnel file maintained by the Employer for personnel purposes. The employee's written rebuttal shall be attached to the document and maintained together for as long as the document remains in the employee's personnel file.

The Employer will not release information from an employee's personnel file to a third party unless authorized by the employee or compelled to do so by a valid subpoena or court order.

Corrective action for any infraction placed in an employee's personnel file may be used as part of future corrective action if it is no more than twelve (12) months old provided that there are no further corrective actions in the following twelve (12) month period. Corrective action pertaining to patient care, unlawful discrimination or workplace violence may be used toward future corrective action if it is no more than twenty four (24) months old provided that there are no further corrective actions in the following twenty four (24) month period.

ARTICLE 7

GRIEVANCE AND ARBITRATION

Section 7.01 Grievance Procedure

The purpose of this procedure is to provide for the timely adjustment and resolution of grievances.

- A. A “grievance” is any dispute brought against the Employer by the Union alleging a misinterpretation, misapplication or alleged breach of this Agreement.
- B. Grievances alleging unlawful discrimination or harassment in violation of this Agreement or any Employer rule, regulation or policy prohibiting such discrimination and harassment may be pursued and resolved through this procedure, provided all requirements for the filing and maintenance of a grievance through arbitration are satisfied and the employee and/or Union have not initiated or filed a complaint or legal action based on the same event(s) with a local, state or federal agency or court. The initiation or filing of a complaint or legal action alleging unlawful discrimination or harassment with a local, state or federal agency or court shall waive the employee’s and/or Union’s right to pursue the same matter as a grievance through this procedure. 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 this grievance and arbitration procedure before initiating or filing a complaint or legal action alleging unlawful discrimination or harassment with any local, state or federal agency or court.
- C. The “date of occurrence” is the day the event that is the subject of the grievance occurred or the day when the grievant discovered the event that is the subject of the grievance.
- D. The Union may file a written grievance directly at Step Two when the subject of the grievance affects a majority of bargaining unit members or resulted from the actions of an Employer representative holding a classification higher than the employee’s immediate supervisor.
- E. By mutual agreement of the parties, concurrent grievances arising from the same incident or core facts may be consolidated into a single grievance.
- F. Any grievance that is not filed or prosecuted within the time limitations set forth herein shall be deemed waived.

If the grievance is not appealed from one level to the next within the time limits specified in the grievance procedure, the grievance will be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or consideration. The Union and the Employer may, by mutual agreement in writing, extend time limits at any step of the grievance procedure for a specified period of time.

G. Bargaining unit employees who are grievants shall be given time off with pay during their regular work hours to attend grievance meetings with the Employer and formal grievance proceedings.

H The Employer and Union shall produce non-privileged and non-confidential information relevant to the particular grievance in response to written requests from the other party for such information. Responsive information must be produced to the requesting party within thirty (30) calendar days from the receipt of the request. Requests shall be sent via certified mail to the opposing party.

Step One: The employee and/or the Union shall seek resolution of the grievance by discussing the matter with the immediate supervisor within ten (10) calendar days of the date of occurrence. The Supervisor shall give his/her response in writing within ten (10) calendar days after such discussion.

Step Two: If the grievance is not resolved at Step One, within ten (10) calendar days of the receipt of the Step One response, the grievance shall be reduced to writing and submitted to the Managing Director or his/her designee. The parties shall meet in an attempt to resolve the grievance within ten (10) calendar days after such submission and the Managing Director or his/her designee shall respond in writing within ten (10) calendar days from the date of the meeting.

Step Three: If the grievance is not resolved at Step Two, within ten (10) calendar days of the receipt of the Step Two response to the grievance, the parties shall discuss submitting the dispute to mediation. The parties encourage the use of non-binding mediation as a means of settling disputes without arbitration. The use of mediation is entirely voluntary and the recommendations of the mediator are non-binding. Federal Mediation & Conciliation Services (FMCS) shall be the permanent mediator whose function it will be to hear the contentions of the parties, review pertinent documentary evidence, and provide the parties with recommendations on how the dispute should be resolved. The mediator's recommendations shall be given orally. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal. The costs of mediation shall be shared equally by the parties.

Step Four: If the parties cannot agree to submit the grievance to mediation, or the parties fail to settle the grievance through mediation, the Union (or the Employer) may submit the grievance to arbitration within fifteen (15) calendar days from the date of the mediator's recommendation or the Step Two response or the effective date of final corrective action, whichever is appropriate.

The parties shall request a list of labor arbitrators from the American Arbitration Association. Within fifteen (15) calendar days following receipt of the list of arbitrators, the parties shall select an arbitrator from the list using an alternative striking method. The arbitration shall be conducted in accordance with the American Arbitration Association's rules for Voluntary Labor Arbitration.

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

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

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

Back pay awards shall be based on the economic provisions contained in this Agreement and subject to off set for unemployment benefits and compensation earned by the grievant during the back pay period.

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

ARTICLE 8

SENIORITY

Section 8.01 Seniority Defined

Company seniority shall be defined as the employee's length of continuous service from the employee's date of hire with AMR. For the purposes of determining an employee's seniority within a group hiring, employees will be placed based upon their continuous length of service with the Employer, regardless of classification, before determining the placement for employees hired from outside the Company.

Bargaining unit seniority shall be defined as the employee's length of continuous service from the employee's first day of compensated work within the bargaining unit.

An employee shall not accumulate full-time seniority while in a part-time status. If a full-time employee is granted a change to part-time status his/her full-time seniority shall be frozen. If a part-time employee does not return to full-time status within 180 calendar days, his/her previous full-time bargaining unit seniority will be lost except where employees have extraordinary cause acceptable to the Employer and the Union.

Part-time employees will have bargaining unit seniority among themselves from their most recent date of hire. However, seniority accrued while in a full-time status shall be applied to part-time seniority for uses outlined in Section 8.02.

Section 8.02 Seniority Application

For purposes of determining overtime, vacation, scheduling, transfer, layoff or recall from layoff, bargaining unit seniority shall prevail provided that skills, ability and job performance are relatively equal.

Section 8.03 Advance Notice of Reduction

The Employer shall notify affected employees of any anticipated reduction in force as far in advance as possible.

Section 8.04 Recall From Layoff

As positions become available, qualified employees on layoff status shall be recalled beginning with the most senior qualified employee on layoff status.

No new employees may be hired until such time as all qualified laid off employees have been recalled or have refused recall.

Section 8.05 Loss of Seniority

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

- a. Resignation
- b. Discharge
- c. Six (6) months of continuous layoff.
- d. Fails to respond within fourteen (14) days after being recalled from layoff by notice sent by certified mail, return receipt requested.
- e. Absence for two- (2) consecutive work shifts without giving notice to employer.
- f. Failure to report to work at the conclusion of any authorized leave of absence.
- g. Changes from a full-time to part-time status without first having a minimum of eighteen (18) consecutive months of full-time work with the Employer.
- h. Worker's Compensation leave in excess of twelve (12) months unless otherwise provided in Section 4.19.4 of this agreement.

Section 8.06 Seniority and Benefits

Seniority for purposes of an employee's benefits shall mean that period of continuous employment with the Employer. Seniority for such purposes shall continue to accrue during all periods of unpaid leaves of absences.

Section 8.07 Seniority Upon Return to Bargaining Unit

Employees shall retain all bargaining unit seniority intact and in its entirety for a period of one (1) year following appointment to a non-bargaining unit position or assignment, after which all bargaining unit seniority will be lost.

ARTICLE 9

HEALTH AND SAFETY

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

It is specifically agreed that the compliance with all local, state and federal laws relating to working conditions, safety and health shall be an integral part of this Agreement.

No employee shall be required to work with unsafe equipment which would be hazardous to his/her or to his/her co-workers and/or a patient's health and safety. Employees who violate company safety rules and regulations may be subject to corrective action.

The Employer will offer at no cost to employees the following immunizations and testing:

1. Hepatitis B inoculation series (HBV).
2. Tuberculosis PPD test (purified protein derivative).
3. MMRII (measles, mumps, rubella).
4. Flu Shots
5. Any other immunization deemed necessary by the County Health Officer will be paid by the Employer.
6. Tetanus as a result of an on the job injury.

Section 9.01 Health and Safety Committee Structure

Health safety shall be the responsibility of the joint Labor Management Committee. Individuals may petition this committee for an investigation of health and safety issues.

Section 9.02 For the Purposes of This Article

- A. A Health and Safety form (petition for investigation) or a written incident form shall be the method that items are brought to the attention of the committee.

- B. The complete form shall be given to an authorized Company official and the filing party shall receive a copy of the form along with the Company official's signature of receipt of the form.
- C. The Managing Director may choose to immediately correct the situation prior to the committee meeting.

Section 9.03 Committee Process

The committee shall meet once a month, unless both parties mutually agree to cancel the meeting.

The initiator of the investigation shall be allowed to address the committee at a reasonable hour and place, at the committee's choosing. Committee members may invite the participation of individuals for purpose of contributing to the process.

After the committee considers the petition, the Employer must respond in writing within a reasonable period of time, not to exceed two (2) weeks, to both the committee and the petition initiator, identifying what action, if any, the Employer has determined to take in response to the matter.

Section 9.04 Safety Equipment

The Employer shall provide the following safety and protective gear for each ambulance:

- A. Safety fire fighter helmets with eye protection;
- B. Hearing protection;
- C. Biohazard kit: includes a gown, goggles, face shields;
- D. Reflective vests;
- E. Hazmat placard books

Section 9.05 Smoke and Tobacco Free Work Place

- A. Smoking or the use of any tobacco product in Employer stations shall be prohibited.
- B. Smoking or the use of any tobacco product is prohibited in the following situations, except during specifically designated breaks in specifically designated areas.

1. During any phase of any call.
 2. While engaged in any drill and/or training.
 3. While dealing with the public.
 4. Inside Employer facilities or stations.
- C. Smoking or the use of any tobacco product is prohibited in any Employer owned or operated vehicle.
- D. It shall be the responsibility of the smoker to clean up all of the by-products of smoking or other tobacco products immediately after use.

Section 9.06 Employee Responsibility, Health and Safety

- A. The employees operating a give unit will be responsible for the loss or damage to property, vehicles, on-board equipment or supplies, resulting from employee dishonesty, willful acts or gross negligence. If the loss or damage is admittedly or clearly the fault of only one of the employees, then that employee shall be individually responsible. If the Employer determines the existence of employee responsibility and the amount of loss, and this determination is not grieved, the amount of the loss (not to exceed \$150 per occurrence) shall be deducted from subsequent paychecks. No deductions shall be made from an employee's paycheck without the employee's written authorization unless the employee fails to offer an alternative method of payment.
- B. 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.

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. Provided that employees have received appropriate training, 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 corrective action.

ARTICLE 11

ALCOHOL AND DRUG FREE WORKPLACE

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

The Union and the Employer agree that any system of random or periodic drug testing shall be prohibited for bargaining unit employees, unless performed in accordance with a “Last Chance Agreement” as specified in the “AMR Substance Abuse Prevention Policy” appearing in Addendum “A” to this Agreement, or specifically required by a contracting agency or otherwise required by law.

The Employer agrees to meet and negotiate with the Union over the implementation of any system of random or periodic testing specifically required by a 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 12

SUBCONTRACTING

- A. The Employer shall not contract or subcontract for any work normally performed by employees covered by this Agreement if such contracting or subcontracting has the purpose or effect of displacing bargaining unit employees or eroding the bargaining unit.
- B. This Article does not apply to crossover, mutual aid, or automatic aid situations.
- C. Nothing in this Article shall require the Employer to alter, modify, or withdraw from an existing local government service contract.

ARTICLE 13

UNION RIGHTS

Section 13.01 Union Security

No later than the thirty-first (31) day following the beginning of their employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay an agency fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of membership, or, if the employee objects to the payment of that fee, shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs.

Employees who fail to join the Union and/or fail to pay the monies required by this Agreement, upon written to the Employer from the Union, shall be discharged from employment.

Section 13.02 New Employees

The Employer shall furnish the Union with the names, and addresses of newly hired employees covered by this Agreement, within thirty (30) days following the employee's date of hire.

Section 13.03 Check-off

The Employer agrees to check-off for the payment of Union dues, lawful agency fees and initiation fees, (which may be paid in installments) and to deduct such payments from the wages of all employees who are members of the Union and remit same to the Union.

Upon receipt of an individual, voluntary, written and un-revoked check-off authorization from an employee in the bargaining unit, the Employer will deduct from the pay of such employee during each calendar month, a sum equal to that employee's union initiation as applicable and monthly membership dues.

Section 13.04 Indemnification

The Union shall indemnify and hold the Employer harmless against all claims, demands, actions or other liabilities, including the Employer's reasonable attorney's fees, that may be made against or incurred by it arising from or by reason of any action or inaction by the Employer in reliance upon the Union's representation furnished to the Employer by Union or employees for the purpose of complying with any of the provisions of this Agreement.

Section 13.05 Union Access

A. Duly authorized Union representatives shall be permitted to enter the Employer's premises at reasonable times to meet with employees in order to conduct legitimate Union business (not to include union meetings), provided such activities do not interrupt or interfere with the work of any employee. All business and conversations between Union representatives and employees will be conducted in private locations so as not to be observed or overheard by patients or the public. Union representatives must notify the Operations Director, or his/her designee in charge of the facility, prior to the time of entry on the Employer's premises.

B. The Employer will notify all newly hired employees covered by this Agreement that the Union is recognized as their bargaining representative.

Section 13.06 Bulletin Boards

Employer bulletin boards shall be made available at all Employer offices and workstations where bargaining unit employees have regular access in order to post official Union communications (on NEMSA letterhead or an official NEMSA publication). The Employer will allow and install lockable bulletin boards solely for the Union's use if requested and paid for by the Union. Lockable bulletin boards in place at the time of this Agreement shall remain in place and the Union shall have access to such bulletin boards for the posting of Union communications. The space provided on Employer bulletin boards for Union communications will be maintained by the shop steward and authorized Union representative, with the posting and removal of communications and publications to be handled solely by the same. The Operations Director shall receive copies of all materials to be posted by the Union prior to or at the time of posting. Prior to posting any announcements and notices the Union shall seek and receive from the Employer an acknowledgement that said announcements or notices are not considered to be derogatory or inflammatory in nature. Communications posted by the Union on bulletin boards shall not be derogatory or damaging to the Employer's business or industry.

Section 13.07 Stewards

A. The Union shall have the right to designate a reasonable number of employees covered by this Agreement as Stewards. The Union shall notify the Employer in writing of the names of these Stewards.

B. Stewards shall not interfere with the operations of the Employer's business and Stewards shall not perform duties normally associated with the Steward's position during the Steward's regular work shift. Union Stewards will inform their immediate supervisor where feasible before conducting union business while on duty.

- C. Stewards shall suffer no loss of pay through their participation in union activities while on duty.
- D. The Employer shall not discriminate in any way against any designated Steward or employee engaging in official Union activity.

Section 13.08 Employer/Union Cooperation

The Employer and Union agree that it is in the best interest of the employees to promote and grow the Employer's company to the maximum extent possible. The parties recognize that it is through growth that money becomes available to provide additional resources, pay and benefits or other improvements in working conditions, which may benefit our patients, our employees and our other customers. During the term of this Agreement and upon request by the Employer, the Union, its representatives and employees may assist, promote, lobby and otherwise aid the Employer in soliciting and obtaining new or retaining existing contracts or business relationships.

ARTICLE 14

MANAGEMENT RIGHTS

- A. Except to the extent abridged or limited by a specific provision of this Agreement, and as provided below, the Employer reserves and retains, solely and exclusively, all of the inherent rights, functions, and prerogatives of management. The following shall be deemed representative and characteristic of the customary and usual rights which are retained by the Employer but shall not be deemed to excluded any and all other management rights:
1. The right to hire employees;
 2. The right to assign/reassign or schedule the date, time, hours, location and duties of work;
 3. The right to promote, demote, suspend, discipline, layoff or discharge employees;
 4. The right to maintain order and efficiency;
 5. The right to determine the number of employees assigned to any shift and to adjust unit deployment (system status) plans or eliminate or add units;
 6. The right to assign the type of equipment to be used by employees in the performance of their work duties;
 7. The right to subcontract work, in accordance with Article 12;
 8. The right to sell all or part of the business operations;
 9. The right to grant and/or schedule time off, including annual leave;
 10. The right to cease all or part of business operations;
 11. The right to make such reasonable rules, regulations, deployment (system status) plan and policy and operational manual adjustments as it may from time to time deem best for the purposes of maintaining order, safety, and effective operation of its business and/or compliance with the contractual requirements of its customers;
 12. The right to increase compensation and/or benefits of employees above that minimally required under the terms of this Agreement;

13. The right to transfer bargaining unit members, except as limited by this Agreement;
 14. The right to choose, provide, locate and relocate stations used to house employees;
 15. The right to assign bargaining unit work to supervisors for temporary periods of time, which the Employer shall have the sole discretion to determine. (For the purposes of overtime, bargaining unit employees will have first right of refusal);
 16. The right to enforce the Employer's Policies and Operations Manuals;
 17. The right to develop and implement quality assurance programs and standards of care;
 18. The right to make crew assignments and to designate crew compositions;
 19. The right to design, submit, negotiate and implement contracts;
 20. The right to change providers and/or administrators for the benefit programs described in this Agreement; and
- B. All matters which are not specifically set forth in this Agreement may be changed, altered, continued, or discontinued after the Employer has met its obligations under the NLRA. If, after written notification from the Employer regarding any such modifications, the Union fails to respond within fourteen (14) calendar days the Union waives its rights to meet and confer.
- C. The wages, hours and working conditions established by this Agreement shall be suspended, and the Employer shall be relieved of all obligations under this Agreement, for employees who volunteer and are deployed to work as part of an Employer-sponsored disaster response team or effort. The wages, hours and anticipated working conditions for employees who volunteer for such work shall only apply in the event of and during the term of a disaster or catastrophe, such as fire, flood, earthquake, hurricane and other acts of God outside the Employer's control that disrupt the Employer's normal operations. The Employer shall use its best efforts to inform all volunteers of the wages, hours and anticipated conditions at the point of deployment of such volunteers.

ARTICLE 15

LABOR MANAGEMENT COMMITTEE

15. 01

The Employer and the Union agree to establish a Labor-Management Committee for the purpose of discussing and resolving work-related issues of mutual interest and/or concern to the parties.

The Committee shall be composed of three (3) representatives named by the Operations Director and three (3) members named by the Union.

Meetings will be held monthly and when mutually agreed upon and at times acceptable to both parties.

The Committee shall not have the power to change, modify or amend the provisions of this Agreement, to negotiate new agreements, or resolve grievances without concurrence from the Employer and the Union.

Union representatives to the joint committee designated in this agreement will be reimbursed for a maximum of two hours each month for each committee member, not to exceed a cost to the Employer of \$700 per year.

15. 02 SYSTEM STATUS COMMITTEE

The parties agree to form a System Status Planning Committee (SSPC) consisting of two (2) bargaining unit designees and two (2) management designees. The purpose of the SSPC will be to discuss proposed system status and deployment changes prior to their implementation.

Union designees on the SSPC shall suffer no loss in pay for attendance at SSPC meetings held during their shifts and shall be paid their applicable wage rate for all hours in attendance at SSPC meetings held outside their shifts.

ARTICLE 16

NOT STRIKE/NO LOCKOUT

Section 16.1

During the life of this Agreement, neither the Union nor any of its members will in any manner whatsoever incite, ratify, encourage or sanction any work stoppages, strikes (including sympathy strikes), slowdowns, sick-outs, picketing, boycotts, sick-ins, cessation of work, withholdings of services, and other economic actions against the Employer at any location.

Section 16.2

The Company will not lockout any Employees during the term of this Agreement.

Section 16.3

Employee's who violate this Article, either individually or collectively, shall be discharged from employment. Any such discharge may be grieved under the Grievance Procedure of this Agreement; however such discharge shall be presumptively appropriate for a proven violation of this Article.

Section 16.4

Should there be work stoppages, strikes (including sympathy strikes), slowdowns, sick-outs, picketing, boycotts, sick-ins, cessation of work, withholdings of services, and other economic actions against the Employer during the life of this Agreement, the Union, following notification from the Employer to an officer of the Union, shall immediately take the following action:

- a. Advise the Employer in writing that the Union did not call for or sanction the action.
- b. Post notice on Union bulletin boards publicly disavowing such action.
- c. Notify involved employees of the requirements of this Article and instruct them to cease their actions and return to work immediately if this has not been done. If requested by the Union to assist in the delivery of such notification to the employees, the Employer will facilitate the same.

ARTICLE 17

FULL UNDERSTANDINGS

Section 17.01 Savings and Severability

Should any provision of this Agreement become invalid, unenforceable or unlawful by reason of any existing or subsequently enacted legislation, or by declaration of any court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the life of the Agreement. In such event, the parties shall immediately enter into collective bargaining for the purpose of developing a mutually satisfactory replacement for such provision.

Section 17.02 Entire Understanding and Waiver

This Agreement sets forth the entire understanding of the parties regarding the matters contained herein. All prior agreements and understandings, whether written or oral, regarding the matters contained in this Agreement are superseded.

The Employer and the Union acknowledge that during the negotiations that 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 scope of collective bargaining. The understandings and agreements reached at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. All existing rules, regulations and policies within the scope of collective bargaining, which are not covered by this Agreement, shall continue in full force and effect during the term of this Agreement. Each party voluntarily waives the right to bargain collectively with respect to any subject or matter contained in this Agreement and with respect to other matters not specifically covered by this Agreement for the duration of this Agreement.

The fact that a proposal was made and withdrawn by a party during the course of negotiations leading to execution of this Agreement shall not be used to prove the party making and withdrawing the proposal has in any manner given up any rights granted to the party elsewhere in this Agreement.

This Agreement is subject to amendment, alteration, or addition only by mutual written agreement of the parties.


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


ARTICLE 18

TERM OF AGREEMENT


The term of this Agreement shall commence on January 1, 2006. This Agreement shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2009.

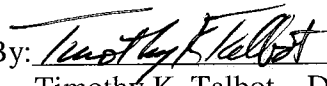
American Medical Response, Inc.

By:  Banelli 6-16-06
Date
David Banelli
National Vice President
Labor Relations
Emergency Medical Services Corporation

By:  6-19-06
Date
Mark Spangler
Director of Operations
AMR San Mateo County

**National Emergency
Medical
Services Association**

By:  6-7-06
Date
Torren Colcord
President

By:  6-7-06
Date
Timothy K. Talbot
Attorney at Law

MEMORANDUM OF UNDERSTANDING

WAGES

The Parties here agreed to the following:

1. The current wage matrix shall be adjusted as follows:

Effective January 01, 2006 – 4.5%

Effective October 01, 2006 – one (1) step equal to 3.5% will be added as a new top step for employees with twelve (12) or more years of experience

Effective January 01, 2007 – 4%

Effective July 01, 2007 – one (1) step equal to 3.5% will be added as a new top step for employees with twelve (12) or more years of experience

Effective January 01, 2008 – 3.5%

Effective January 01, 2009 – 2%

Effective July 01, 2009 – one (1) step equal to 3.5% will be added as a new top step for employees with twenty-one (21) or more years of experience

12/31/05 WAGE SCALE

A

STEP	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 15.76	\$ 17.99	\$ 20.56	\$ 19.66
2	\$ 16.32	\$ 18.61	\$ 21.27	\$ 20.32
3	\$ 16.87	\$ 19.25	\$ 22.00	\$ 21.04
4	\$ 17.48	\$ 19.94	\$ 22.79	\$ 21.78
5	\$ 18.10	\$ 20.61	\$ 23.56	\$ 22.53
6	\$ 18.72	\$ 21.35	\$ 24.40	\$ 23.32
7	\$ 19.39	\$ 22.09	\$ 25.24	\$ 24.14
8	\$ 20.05	\$ 22.87	\$ 26.14	\$ 24.98
9	\$ 20.76	\$ 23.67	\$ 27.05	\$ 25.88
10	\$ 21.48	\$ 24.49	\$ 27.99	\$ 26.76
11	\$ 22.34	\$ 25.47	\$ 29.11	\$ 27.83

1/1/06 WAGE SCALE

B

STEP (4.5%)	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 16.47	\$ 18.80	\$ 21.49	\$ 20.54
2	\$ 17.05	\$ 19.45	\$ 22.23	\$ 21.23
3	\$ 17.63	\$ 20.12	\$ 22.99	\$ 21.99
4	\$ 18.27	\$ 20.84	\$ 23.82	\$ 22.76
5	\$ 18.91	\$ 21.54	\$ 24.62	\$ 23.54
6	\$ 19.56	\$ 22.31	\$ 25.50	\$ 24.37
7	\$ 20.26	\$ 23.08	\$ 26.38	\$ 25.23
8	\$ 20.95	\$ 23.90	\$ 27.32	\$ 26.10
9	\$ 21.69	\$ 24.74	\$ 28.27	\$ 27.04
10	\$ 22.45	\$ 25.59	\$ 29.25	\$ 27.96
11	\$ 23.35	\$ 26.62	\$ 30.42	\$ 29.08

10/1/06 WAGE SCALE

C

STEP	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 16.47	\$ 18.80	\$ 21.49	\$ 20.54
2	\$ 17.05	\$ 19.45	\$ 22.23	\$ 21.23
3	\$ 17.63	\$ 20.12	\$ 22.99	\$ 21.99
4	\$ 18.27	\$ 20.84	\$ 23.82	\$ 22.76
5	\$ 18.91	\$ 21.54	\$ 24.62	\$ 23.54
6	\$ 19.56	\$ 22.31	\$ 25.50	\$ 24.37
7	\$ 20.26	\$ 23.08	\$ 26.38	\$ 25.23
8	\$ 20.95	\$ 23.90	\$ 27.32	\$ 26.10
9	\$ 21.69	\$ 24.74	\$ 28.27	\$ 27.04
10	\$ 22.45	\$ 25.59	\$ 29.25	\$ 27.96
11	\$ 23.35	\$ 26.62	\$ 30.42	\$ 29.08
12	\$ 24.16	\$ 27.55	\$ 31.48	\$ 30.09

1/1/07 WAGE SCALE

D

STEP (additional 4%)	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 17.13	\$ 19.55	\$ 22.34	\$ 21.37
2	\$ 17.74	\$ 20.23	\$ 23.12	\$ 22.08
3	\$ 18.33	\$ 20.92	\$ 23.91	\$ 22.87
4	\$ 19.00	\$ 21.67	\$ 24.77	\$ 23.67
5	\$ 19.67	\$ 22.40	\$ 25.61	\$ 24.49
6	\$ 20.34	\$ 23.20	\$ 26.52	\$ 25.34
7	\$ 21.07	\$ 24.01	\$ 27.43	\$ 26.24
8	\$ 21.79	\$ 24.86	\$ 28.41	\$ 27.15
9	\$ 22.56	\$ 25.72	\$ 29.40	\$ 28.13
10	\$ 23.34	\$ 26.62	\$ 30.42	\$ 29.08
11	\$ 24.28	\$ 27.68	\$ 31.64	\$ 30.25
12	\$ 25.12	\$ 28.65	\$ 32.73	\$ 31.29

7/1/07 WAGE SCALE

E

STEP	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 17.13	\$ 19.55	\$ 22.34	\$ 21.37
2	\$ 17.74	\$ 20.23	\$ 23.12	\$ 22.08
3	\$ 18.33	\$ 20.92	\$ 23.91	\$ 22.87
4	\$ 19.00	\$ 21.67	\$ 24.77	\$ 23.67
5	\$ 19.67	\$ 22.40	\$ 25.61	\$ 24.49
6	\$ 20.34	\$ 23.20	\$ 26.52	\$ 25.34
7	\$ 21.07	\$ 24.01	\$ 27.43	\$ 26.24
8	\$ 21.79	\$ 24.86	\$ 28.41	\$ 27.15
9	\$ 22.56	\$ 25.72	\$ 29.40	\$ 28.13
10	\$ 23.34	\$ 26.62	\$ 30.42	\$ 29.08
11	\$ 24.28	\$ 27.68	\$ 31.64	\$ 30.25
12	\$ 25.12	\$ 28.65	\$ 32.73	\$ 31.29
13	\$ 25.99	\$ 29.65	\$ 33.87	\$ 32.38

1/1/08 WAGE SCALE

F

STEP (additional 3.5%)	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 17.73	\$ 20.23	\$ 23.12	\$ 22.11
2	\$ 18.36	\$ 20.92	\$ 23.93	\$ 22.85
3	\$ 18.97	\$ 21.65	\$ 24.74	\$ 23.67
4	\$ 19.66	\$ 22.43	\$ 25.63	\$ 24.50
5	\$ 20.34	\$ 23.18	\$ 26.51	\$ 25.34
6	\$ 21.07	\$ 24.01	\$ 27.45	\$ 26.22
7	\$ 21.80	\$ 24.85	\$ 28.39	\$ 27.16
8	\$ 22.55	\$ 25.73	\$ 29.40	\$ 28.10
9	\$ 23.35	\$ 26.62	\$ 30.41	\$ 29.11
10	\$ 24.15	\$ 27.55	\$ 31.48	\$ 30.09
11	\$ 25.13	\$ 28.65	\$ 32.74	\$ 31.30
12	\$ 25.99	\$ 29.65	\$ 33.87	\$ 32.40
13	\$ 26.89	\$ 30.68	\$ 35.05	\$ 33.53

1/1/09 WAGE SCALE

G

STEP (additional 2%)	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 18.08	\$ 20.63	\$ 23.58	\$ 22.55
2	\$ 18.72	\$ 21.33	\$ 24.40	\$ 23.30
3	\$ 19.34	\$ 22.08	\$ 25.23	\$ 24.14
4	\$ 20.05	\$ 22.87	\$ 26.14	\$ 24.99
5	\$ 20.74	\$ 23.64	\$ 27.04	\$ 25.85
6	\$ 21.49	\$ 24.49	\$ 27.99	\$ 26.74
7	\$ 22.23	\$ 25.34	\$ 28.95	\$ 27.70
8	\$ 23.00	\$ 26.24	\$ 29.98	\$ 28.66
9	\$ 23.81	\$ 27.15	\$ 31.01	\$ 29.69
10	\$ 24.63	\$ 28.10	\$ 32.10	\$ 30.69
11	\$ 25.63	\$ 29.22	\$ 33.39	\$ 31.92
12	\$ 26.50	\$ 30.24	\$ 34.54	\$ 33.04
13	\$ 27.42	\$ 31.29	\$ 35.75	\$ 34.20

7/1/09 WAGE SCALE

H

STEP	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 18.08	\$ 20.63	\$ 23.58	\$ 22.55
2	\$ 18.72	\$ 21.33	\$ 24.40	\$ 23.30
3	\$ 19.34	\$ 22.08	\$ 25.23	\$ 24.14
4	\$ 20.05	\$ 22.87	\$ 26.14	\$ 24.99
5	\$ 20.74	\$ 23.64	\$ 27.04	\$ 25.85
6	\$ 21.49	\$ 24.49	\$ 27.99	\$ 26.74
7	\$ 22.23	\$ 25.34	\$ 28.95	\$ 27.70
8	\$ 23.00	\$ 26.24	\$ 29.98	\$ 28.66
9	\$ 23.81	\$ 27.15	\$ 31.01	\$ 29.69
10	\$ 24.63	\$ 28.10	\$ 32.10	\$ 30.69
11	\$ 25.63	\$ 29.22	\$ 33.39	\$ 31.92
12	\$ 26.52	\$ 30.24	\$ 34.56	\$ 33.04
13	\$ 27.42	\$ 31.29	\$ 35.75	\$ 34.20
14	\$ 28.37	\$ 32.38	\$ 37.00	\$ 35.39