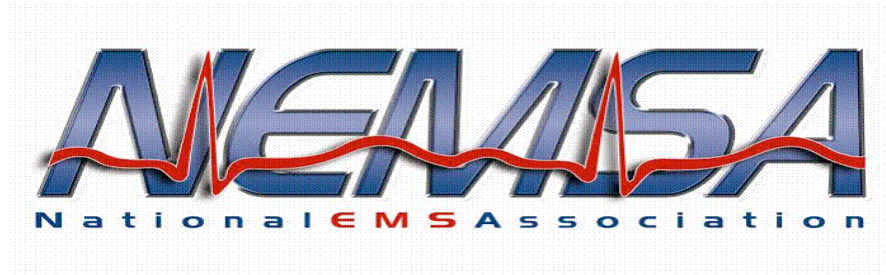


**COLLECTIVE BARGAINING AGREEMENT**

**Between**



**NATIONAL EMERGENCY  
MEDICAL SERVICES ASSOCIATION**

**AND**

**PRIORITY ONE MEDICAL TRANSPORT  
MODESTO / STOCKTON OPERATIONS**



**SEPTEMBER 1, 2008 THROUGH AUGUST 31, 2011**

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## **AGREEMENT**

This Agreement is entered into on September 1, 2008, by and between the National Emergency Medical Services Association (“NEMSA” or “Union”) and Priority One Medical Transport (“Priority One” or “Employer”).

### **ARTICLE 1**

#### **RECOGNITION**

##### **1.1 Scope of Agreement**

The Employer recognizes the Union as the exclusive bargaining agent for all full-time and part-time paramedics and EMTs employed by the Employer at its Modesto and Stockton operations and facilities. All other personnel are excluded, including professional employees, guards and supervisors as defined by the National Labor Relations Act.

##### **1.2 Full-time Employee**

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 period. Full-time employees may apply to become part-time employees. Employees must request such a change in writing to the Employer at least fourteen (14) days prior to the desired date 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.

##### **1.3 Part-time Employee**

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 period. Part-time employees must work a minimum of two (2) pre-scheduled shifts per month on an ambulance in order to retain their employment, 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. 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 and multiple failures to submit availability schedules will result in discharge from employment.

Part-time employees may apply to become full-time employees. An employee-initiated request to change status from part-time to full-time shall be based on operational considerations at the sole discretion of the Employer.

#### **1.4 Supervisory Employees**

The Employer recognizes that bona fide supervisory employees are only those employees with the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such action. The Employer shall not establish job positions, titles or assign duties for the purpose of excluding employees from the bargaining unit.

#### **1.5 Acting Supervisors**

The Employer may employ bargaining unit employees in the capacity of part-time supervisory staff. Such employees will be trained by the Employer to fulfill a limited supervisory role on an occasional basis. Any bargaining unit employee serving as an acting supervisor or otherwise filling a supervisory role will be known as Acting Supervisors and shall be covered by this Agreement. Acting Supervisors are not bona fide supervisors and are not restricted in Union activity, including acting as shop stewards or duly appointed representatives of the Union.

## **ARTICLE 2**

### **HOURS OF WORK**

#### **2.1 Workday and Workweek Defined**

The workday is defined as a 24-hour period beginning at 00:00.00 hours and ending at 23:59.59 hours. The workweek is defined as a seven (7) consecutive day period beginning at 0000.00 hours Monday and ending at 23:59.59 hours the following Sunday. All hours of a shift that begins on one workday and end on the next workday are deemed worked on the workday the shift started.

#### **2.2 Shift Schedules**

The Employer has the right to determine, establish and change work schedules, including starting times, lengths or types of shifts, and the mix of different types of shifts, to meet operational requirements. Prior to implementing changes in existing shift schedules, the Employer shall notify the Union.

Shift schedules shall be posted and/or provided to employees at least three (3) days in advance.

### **2.3 Maximum Consecutive Shifts**

No employee shall be required to work more than three (3) consecutive shifts without a minimum break period of eight (8) hours, unless the employee agrees to work longer hours.

### **2.4 Mandatory Call Back**

The Employer shall attempt to find voluntary coverage for open shifts and assignments before implementing a mandatory call back (mandatory overtime) or otherwise requiring employees to fill open shifts and assignments. The Employer shall fill open shifts and assignments according to the following sequence:

- A. Part-time employees.
- B. Full-time employees who sign-up in advance for voluntary call back.
- C. Any employee willing to accept the call back shift or assignment.
- D. Mandatory call back in reverse order of seniority.

### **2.5 Mandatory Holdover**

A mandatory holdover may be used to provide short-term coverage in order to maintain adequate unit levels. The Employer shall attempt to find voluntary coverage before implementing a mandatory holdover. Employees placed on a mandatory holdover shall be told the estimated length of time they will be held on duty. No employee will be held over longer than four (4) hours without the employee's consent.

### **2.6 Meal Periods**

The Employer will make its best effort to allow each crew one thirty (30) minute meal period during each eight (8) hours of on duty time. Crews on twenty-four (24) hour shifts are allowed one sixty (60) minute meal period and two thirty (30) minute meal periods which should be taken during the first sixteen (16) hours of any shift. By the very nature of the Employer's operation meal periods are subject to interruption for responses to all calls. The Employer will pay the employee's regular compensation during all interrupted meal periods while the employee is on duty, except the Employer shall have the right to attempt to provide a second uninterrupted meal period during each eight (8) hours of on-duty time. If the employee is able to complete the second meal period uninterrupted, the

employer shall not be required to pay the employee for time not worked during all such uninterrupted meal periods enjoyed by the employee within the eight (8) hour period.

## **2.7 Sleep Time**

Employees on twenty-four (24) hour shifts shall be allowed an eight (8) hour sleep period, which may be interrupted by the Employer for responses to all calls. All such uninterrupted sleep time shall be considered hours not worked. Interrupted time due to calls for service shall be paid at the employee's regular compensation rate. In the event the employee cannot get at least five (5) hours of sleep within the eight (8) hour sleep period, the entire sleep period shall be paid. The five (5) hours do not need to be consecutive.

## **2.8 Shift Trades and Giveaways**

Employees who desire to trade or have other employees work their scheduled hours of work (situations referred to as "trades" and "giveaways" respectively) must comply with the Trade/Giveaway procedure.

Trade/Giveaway requests must be submitted in writing or by electronic means (if available) to the Employer's scheduling department or immediate supervisor.

Shift Trade requests must be received at least seventy-two (72) hours in advance of the beginning of the requested shift to be traded and are subject to approval by the Employer.

Shift Giveaway requests must be received at least four (4) days in advance of the beginning of the scheduled workweek and are subject to approval by the Employer.

## **2.9 Shift Bidding**

The Employer and the Union may mutually agree to implement the following shift bid process or some other mutually agreed-upon process:

Shift/unit assignments will be posted for bid fourteen (14) days prior to implementation. Subsequent adjustments to shift/unit assignments will be posted as soon as practical prior to implementation. Bidding for shift/unit assignments will be by classification 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 caused by such bid shall be filled at the Employer's discretion.

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. Duration of each shift bid cycle shall consist of three (3) months, after which a new shift bid shall be conducted.

### **2.10 Administrative transfers**

The Employer may transfer an employee for operational necessity. Examples include irreconcilable personality differences or documented quality assurance issues that have not been corrected through means other than a transfer.

### **2.11 Reporting Pay**

An employee who reports to work as scheduled by the Employer and who is not permitted to work the scheduled shift assignment shall, at the employee's option, either accept reassignment to another unit for the duration of the scheduled shift, or perform alternative work assigned by the Employer for not less than eight (8) hours, or receive four (4) hours pay and be released from duty.

## **ARTICLE 3**

### **SENIORITY**

#### **3.1 General Seniority**

General seniority is defined as the total length of continuous employment in the bargaining unit.

#### **3.2 Classification Seniority**

Classification seniority is defined as the total length of continuous employment in a particular job classification. For purposes of this provision, entering a full-time position from part-time status constitutes entering a new job classification.

### **3.3 Loss of Seniority**

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

Resignation.

Discharge.

Twelve (12) months of continuous layoff.

Fails to respond within fourteen (14) days after being recalled from layoff by notice sent by certified mail, return receipt requested.

Absence for two (2) consecutive work shifts without giving notice to the Employer, unless the absence is for unforeseen and unavoidable circumstances.

Failure to report to work at the conclusion of any authorized leave of absence without prior notification to the Employer.

### **3.4 Layoff**

Should it become necessary for the Employer to reduce the size of the workforce, the Employer shall notify the Union at the earliest possible opportunity, but in no event less than thirty (30) days prior to the layoff. Prior to any reduction of the workforce, the Employer and the Union shall meet to discuss the impact on employees and/or discuss possible alternatives. If no such mutually agreeable alternatives are found, the lay-off shall begin by inverse order of general seniority within each affected classification, beginning first with part-time employees, full-time probationary employees and then regular full-time employees. Employees may bump across classification lines and displace less senior employees to avoid layoff, provided the bumping employee is qualified to perform the duties of the classification without the need for additional training.

### **3.5 Recall from Layoff**

As positions become available, affected employees shall be recalled beginning with the most senior employee within the classification where such opening has occurred. No new employees shall be hired until all employees who were previously subject to lay-off are recalled. Any employee who fails to respond to a recall notice within fourteen (14) days or declines a recall offer, will be removed from the recall list. The recall list will be maintained for a period of twelve (12) continuous months.

### **3.6 Return to the Union**

Employees shall retain all general and classification 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 general and classification seniority will be lost.

## **ARTICLE 4**

### **EDUCATION AND TRAINING**

#### **4.1 Certification and Licensure Fees**

Following twenty-four (24) months of continuous full-time employment, the Employer shall reimburse full-time employees for fifty percent (50%) of the direct cost incurred to maintain all state and county certifications and licenses required for employment in their job classifications during the successive twenty-four (24) month period. Following forty-eight (48) months of continuous full-time employment, the Employer shall reimburse full-time employees for seventy-five percent (75%) of the direct cost incurred to maintain all state and county certifications and licenses required for employment in their job classifications during the successive twenty-four (24) month period. The Employer shall also reimburse full-time employees for the direct cost incurred to maintain any additional certifications and licenses required solely by the Employer as a condition of continued employment. Employees must submit a copy of the certification and/or license with the receipt to the Human Resources Manager in order to receive reimbursement. This will also include the cost of a “live scan”, if so required by the State Emergency Medical Services Agency (“EMSA”) or a Local Emergency Medical Services Agency (“LEMSA”).

#### **4.2 Continuing Education**

The Employer will provide continuing education courses, in service training and other forms of training and education needed to meet certification, licensing and accreditation requirements, and to satisfy additional Employer and governmental agency requirements for their classifications at no cost to employees. Such continuing education courses, in service training and other forms of training and education will be provided to employees during their on-duty time to the fullest extent possible. A schedule of courses and training will be posted or otherwise published to employees on a monthly basis.

If the Employer is unable to provide any of the above continuing education courses, in service training and other forms of training and education, the Employer will reimburse employees for the cost of any external courses needed to meet certification, licensing and accreditation requirements, and to satisfy additional Employer and governmental agency

requirements for their classifications up to a maximum of six (6) hours per year for EMTs and twelve (12) hours per year for Paramedics.

### **4.3 Field Training Officer**

Field Training Officers (“FTO”) are bargaining unit employees trained, selected and compensated by the Employer to instruct and evaluate new and existing employees in accordance with established standards and procedures.

While FTOs are responsible for evaluating employees on their clinical competence, the Employer makes the final decision concerning clinical competence and is solely responsible for the employment status of employees, subject to the terms and conditions of this Agreement, and any applicable local, state and federal laws. FTOs shall not be liable or responsible for the hiring or retention of any employee they evaluate.

Existing employees under remedial evaluation by FTOs may appeal an overall unsatisfactory evaluation from an FTO and receive a second evaluation from a different FTO.

### **4.4 Preceptors**

Preceptors are bargaining unit employees trained, selected and compensated by the Employer to instruct and evaluate Paramedic students in field operations pursuant to established standards and procedures.

### **4.5 Crew Chief**

Crew Chiefs are bargaining unit employees trained, selected and compensated by the Employer to assist the Supervisor (or Acting Supervisor) with various administrative and logistic duties as assigned by the Supervisor or otherwise required by the Employer. Crew Chiefs generally serve as senior crew members offering leadership and various job related guidance to other crew members to assist them with maintaining and/or improving overall job performance. Crew Chiefs are not bona fide supervisors and are not restricted in Union activity, including acting as shop stewards or duly appointed representatives of the Union.

## **ARTICLE 5**

### **UNIFORMS**

#### **5.1 Uniform Items**

All full-time and part-time employees shall wear the uniform provided by the Employer while on duty. Both crew members on a unit shall wear matching uniforms (styles) at all times.

The Employer shall provide each newly hired full-time and part-time employee with the following uniform items:

Pants (1 full-time)(1 part-time)  
Shirts (3 full-time)(1 part-time)  
Jacket (1)  
Ball cap (1)  
Name tags (3 full-time)(1 part-time)  
Patches (sewn on shirts, jacket and jumpsuit)

Employees are required to wear a two (2) inch black leather belt and black footwear. Employees are solely responsible for the cost of these items.

Optional uniform items may be worn in accordance with Company policy. Employees are solely responsible for the cost of any optional uniform items.

Jumpsuits may be worn at night only between the hours of 7 p.m. (1900hrs) and 7a.m. (0700hrs). Jumpsuits are designated as an optional uniform item.

#### **5.2 Replacement of Uniforms**

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.

#### **5.3 Maintenance of Uniforms**

The Employer shall provide a uniform maintenance/cleaning allowance of \$7 per pay period for full-time employees to ensure that uniforms consistently present a positive, professional image.

Biohazard contaminated uniforms will be professionally cleaned by the Employer in accordance with OSHA and/or other applicable standards and returned to the employee within two (2) weeks.

#### **5.4 Return of Uniforms**

All uniforms and equipment provided by the Employer shall be returned by employees upon separation from employment or upon request from the Employer. Employees may be required to sign a written authorization allowing the Employer to deduct from the employee's final paycheck the cost of Employer-provided uniforms and equipment the employee fails to return upon separation from employment. The amount deducted for Employer-provided uniforms and equipment shall take into consideration normal wear and tear and shall be based on seventy-five percent (75%) of the maximum value for the item as identified in the latest Salvation Army Donation Value Guide.

### **ARTICLE 6**

#### **PROBATION AND EVALUATIONS**

##### **6.1 New Hire Probationary Period**

The first one-hundred twenty (120) days of employment for full-time employees are considered a probationary period. To ensure proper knowledge and skills, employees may be evaluated at various times throughout their probationary periods. The Employer reserves the right to discharge employees at any time during the probationary period, with or without cause, and such action is not subject to the grievance procedure.

##### **6.2 New Classification Probationary Period**

Employees who change job classifications shall be required to successfully complete a ninety (90) day probationary period for their new classification. To ensure proper knowledge and skills, employees may be evaluated at various times throughout their probationary periods for their new classification. Employees who do not successfully complete the required probationary 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 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 this Agreement.

##### **6.3 Work Assignments While on Probation**

The Employer shall have the right to assign shifts for all probationary employees. Probationary employees are exempt from bidding for shifts until released by their FTO or the Operations Manager.

Probationary employees shall not work overtime during their first month of employment unless it is with a qualified FTO or Preceptor approved by the Operations Manager.

After their first month of employment, probationary employees are eligible to work overtime shifts only after being released to do so by their FTO or the Operations Manager.

For scheduling and bidding purposes, the combined experience of any employee crew shall not be less than twelve (12) months to the extent operationally feasible. The Employer shall have the right to re-order bidding priority to attain this experience level on any shift, while giving consideration to seniority to the extent possible.

## **ARTICLE 7**

### **COMPENSATION**

#### **7.1 Wages.**

Employees shall be paid the wage rates specified in the Wage Matrix contained in Appendix A to this Agreement.

New hires will be placed on the salary step for their classification based on verified years of service in their classification. The Employer may consider an employee's previous years of work experience in their classification and apply a maximum credit of one half of the employee's previous years of work experience when determining the appropriate starting pay grade for new or returning entrants into the bargaining unit.

#### **7.2 Pay Step upon Advancement From EMT to Paramedic**

EMTs who become paramedics shall be placed on the paramedic wage scale as follows:

- A. If the employee's wage as an EMT is lower than the starting rate for Paramedic at the time of advancement, the employee will be placed at the Paramedic starting rate.

- B. If the employee's wage as an EMT is higher than the starting rate for Paramedic at the time of advancement, the employee will be paced at the Paramedic pay step closest to, but not lower than, the EMT's wage rate at the time of advancement.

### **7.3 Overtime and Premium Pay**

Employees shall receive additional compensation equal to one-half (.5) their regular hourly rates for all hours worked over forty (40) in any workweek.

### **7.4 Holdover Premium**

Employees subjected to mandatory holdover shall receive additional compensation equal to one-quarter (.25) their regular hourly rates of pay for all hours held past the end of their regular scheduled shifts. Such additional compensation shall be a premium.

### **7.5 Mandatory Call-Back/Overtime Premium**

Employees who are called back to work an additional shift or assignment outside their regularly scheduled shifts or assignments shall receive additional compensation equal to one-quarter (.25) their regular hourly rates of pay for all mandatory call back hours worked. Such additional compensation shall be a premium. Mandatory call-back shall not include mandatory holdover or the completion of a call that necessitates the employee working beyond the scheduled conclusion of their shift.

### **7.6 Night Differential**

Employees regularly assigned to work a night shift shall receive an additional \$10 per night shift worked. The Night Differential does not apply to employees working a twenty-four hour shift.

### **7.7 Field Training Officer Pay**

Employees selected as Field Training Officers ("FTO") shall receive an additional \$.50 per hour for all hours worked.

### **7.8 Crew Chief Pay**

Employees selected as Crew Chiefs shall receive an additional \$1.00 per hour for all hours worked.

### **7.9 Acting Supervisor Pay**

Employees selected to serve as Acting Supervisors shall receive an additional \$1.25 per hour while working as an Acting Supervisor.

## **ARTICLE 8**

### **HEALTH AND WELFARE BENEFITS**

#### **8.1 Health Benefits**

The Employer agrees to provide all regular full-time employees covered by this Agreement with sponsored medical, dental and vision insurance. Employees become eligible to participate in the benefit plans on the first day of the month following ninety (90) calendar days of employment.

##### Medical Benefits

The Employer shall provide the Kaiser \$30 co-pay medical plan as specified in the plan document without change during the life of this Agreement. The Employer shall pay 70% of the premiums and the employee shall pay 30% of the premiums for employee-only coverage under the medical plan. Any additional premium costs for dependant and family coverage shall be paid solely by the employee.

##### Dental Benefits

The Employer shall provide the Delta Dental plan as specified in the plan document without change during the life of this Agreement. The Employer shall pay 70% of the premiums and the employee shall pay 30% of the premiums for employee-only coverage under the dental insurance. Any additional premium costs for dependant and family coverage shall be paid solely by the employee.

#### **8.2 Group Term Life, Accidental Death and Dismemberment, Supplemental Insurance**

The Employer will offer a basic group term life insurance and accidental death and dismemberment plan for all regular full-time employees through a life insurance company of the Employer's choosing. This benefit is contingent upon the participation of a sufficient number of Company employees to establish a qualifying group.

The benefits provided under these plans shall equal two (2) times the employee's annual compensation. These plans shall be paid 100% by the Employee.

The Employer will also 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 regular full-time employees to purchase additional life insurance coverage.

Employees will bear the entire cost of the supplemental life and accidental death and dismemberment insurance plan. The employee's premiums for this supplemental coverage will be paid through monthly payroll deductions.

### **8.3 Long Term Disability Insurance**

The Employer shall provide each full-time employee with a long-term disability insurance policy that is top rated or preferred. This benefit is contingent upon the participation of a sufficient number of Company employees to establish a qualifying group.

The premium for this policy shall be paid 100% by the Employee.

Benefits shall not be less than 2/3 of the employee's pre-disability earnings, up to a maximum of \$20,000.00 per month on a tax free basis.

Pre-disability earnings shall be defined as compensation paid to the employee at the time of disability, including regular paid base salary plus any regularly scheduled overtime, differentials, and any employee contributions to deferred compensation plans.

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).

Any earnings from a per-disability private, individual, non-cancelable, renewable Long Term Disability (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.

### **8.4 IRS Section 125 Plan**

The Employer shall continue the existing IRS Section 125 plan.

## ARTICLE 9

### LEAVES OF ABSENCE

#### 9.1 Vacation

Regular full-time employees accrue paid vacation on a monthly basis. Employees may begin using accrued vacation after completing twelve (12) months of continuous employment.

Vacation accrues from the commencement of continuous full time employment based on the number of hours an employee is regularly scheduled to work per week according to the following schedule:

0-35 months	(1) week per year
36-59 months	(2) weeks per year
60-119 months	(3) weeks per year
120+ months	(4) weeks per year

Employees may bank no more than the maximum annual accrual specified above. Once the maximum annual accrual is reached, employees will not accrue additional vacation until they use some of their accrued vacation and reduces their vacation balance below the annual maximum.

Employees who separate from the Company for any reason during the first six (6) months of employment shall forfeit any accrued vacation. Employees who separate from the Company for any reason after six months of regular full time employment will be paid for all accrued vacation on their final paycheck.

#### 9.2 Sick Leave

Regular full-time employees are entitled to three (3) shifts of sick leave per year. Employees will be paid for up to eight (8) hours of a regularly scheduled shift missed due to illness or injury per calendar year. All remaining sick leave will be unpaid.

The Employer may require verification of illness from a healthcare provider when an employee is absent for three (3) consecutive scheduled shifts.

#### 9.3 Holidays

The following days are designated paid holidays:

New Years Day

Easter Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Employees who work a designated holiday shall be paid additional compensation equal to one-half (.5) their regular hourly wage for hours worked on the holiday. Employees must work their regularly scheduled shift prior to and after the holiday to be eligible for holiday pay.

#### **9.4 Jury Duty**

Employees who are summoned for jury service shall be excused from their scheduled duty upon presentation of the summons to the supervisor.

If the employee is excused from the jury duty and more than four (4) hours remain of the employee's regularly scheduled shift, the employee shall contact the immediate supervisor regarding whether the employee should return to work to complete the remainder of the regularly scheduled shift. The Employer shall use its best efforts to allow any employee who desires to work the remainder of their regular shift to do so. The Employer shall also use its best efforts to assist an employee to make up missed work hours due to jury duty.

#### **9.5 Subpoena Service**

Full-time employees who are subpoenaed as witnesses shall be excused from scheduled duty upon presentation of the subpoena to the supervisor.

Employees shall be compensated for the difference between any witness fees received and their regular pay for scheduled work hours missed because of service as a witness in any legal or administrative proceeding concerning matters arising from the performance of their work duties. In addition, employees shall be compensated for all time served as witnesses in any legal or administrative proceeding conducted outside the employee's regularly scheduled work hours when subpoenaed by the Employer. Employees shall also be compensated for all time served as material witnesses in criminal cases when subpoenaed by the District Attorney or Attorney General to testify concerning matters arising from the performance of their work duties.

Employees shall not be compensated for missed work hours when subpoenaed by or on behalf of a present or past employee of the Employer to testify in a legal or administrative proceeding initiated by the present or past employee against the Employer. However, the

Employer shall ensure the employee is allowed time off for the legal or administrative proceeding in response to the subpoena.

## **9.6 Bereavement**

When a death occurs in an employee's immediate family, the employee shall be entitled to a bereavement leave of up to three (3) shifts. Employees will be paid for eight (8) hours of each regularly scheduled shift missed due to bereavement leave to a maximum of twenty-four (24) hours. Immediate family is defined as current spouse or domestic partner, son, daughter, sister, brother, mother and father.

## **9.7 Medical Leaves**

Employees shall be granted leaves of absence in accordance with the Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA") and any other federal or state law requirements. Employees granted leave pursuant to the FMLA and/or CFRA, shall use accrued vacation for each day or partial day absence due to FMLA and/or CFRA leave. Once an employee's accrued vacation 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.

## **9.8 Worker's Compensation Leave**

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. The leave shall not exceed the period of disability. In lieu of a leave of absence, the Employer may offer limited or light duty work whenever such work is available and the employee is able to perform such work safely. Time spent performing limited or light duty work will be paid at the hourly rate applicable to the particular job position.

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 may be separated from employment.

## **9.9 Military Leave**

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 leave must be accompanied by a copy of the employee's military orders upon return from active duty.

## **9.10 Unpaid Personal Leave of Absence**

Full-time employees who have completed their probationary period may be granted an unpaid personal leave of absence ("PLOA") not to exceed one hundred and twenty days (120) days in a twelve (12) month period. In instances where a PLOA is taken for education purposes, the PLOA may be extended on a case by case basis. Employees will be required to provide supporting documentation to validate a leave for education purposes. No unpaid leave of absence shall be less than thirty (30) calendar days.

A PLOA may be granted due to special circumstances, as determined on an individual basis, solely at the Employer's discretion.

Employees granted a PLOA must use all accrued vacation 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.

Employees may elect to continue all health benefits while on a PLOA by paying the full cost of all insurance premiums consistent with COBRA procedures.

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.

## **9.11 Rights Upon Return from Leave**

Employees on any leave of absence that 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. 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 leave, 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.

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 shift and unit assignment. Employees shall receive the rate of pay (plus any applicable wage increases) and shall be entitled to all seniority and benefits they acquired and/or accrued prior to taking their leave.

Employees returning from a leave of absence in excess of one hundred twenty (120) days may be placed with an FTO for evaluation and may be required to undergo a fitness for duty medical examination to ensure they can safely perform the essential functions of their job classifications. The Employer may subject employees to fitness for duty examinations pursuant to this Section only when there are objectively identifiable reasons to believe an employee may not be physically capable of performing the essential functions of their job classifications. Before the Employer may require an employee to undergo a fitness for duty examination, the Employer shall document the objectively reasonable justifications for believing the employee may not be physically capable of performing the essential functions of their job classifications and shall provide the employee with a copy of those justifications at least forty-eight (48) hours prior to the examination. The Employer shall be solely responsible for the cost of fitness for duty examinations.

Fitness for duty examinations shall be performed by the Employer's designated medical physician. The physician conducting the fitness for duty examination shall only report to the Employer whether the employee is fit or unfit for duty, and if unfit, identify the employee's functional limitations to performing the essential functions of their job classifications. The physician shall not disclose any additional information and Employees shall not be required to authorize a greater release of information to the Employer.

Employees who are found fit to perform the essential functions of their job classifications shall be returned to work. Employees determined to be unfit for duty may not return to work until such time as the Employer's designated physician determines the employee is fit for duty. If the Employer's designated physician determines the employee remains unfit for duty 120 days following the initial determination, the employee shall be separated from employment. All determinations of fitness for duty pursuant to this section shall be made by the Employer's designated physician and shall be final.

## **ARTICLE 10**

### **CORRECTIVE ACTION**

#### **10.1 Corrective Action Principle**

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

#### **10.2 Investigations**

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 representative or shop steward.

#### **10.3 Information**

The Employer shall upon receipt of a written request by the Union provide the Union with 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 prior to the pre-corrective action meeting identified in Section 10.4.

#### **10.4 Corrective Action Procedures**

The Employer agrees upon the receipt of a written request by the Union 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.

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.

If the Union believes the final corrective action is unjustified, the Union may appeal the corrective action directly to arbitration pursuant to the arbitration provisions of this

Agreement. The appeal must be submitted in writing to the Employer within fifteen (15) calendar days following the effective date of the final corrective action.

## **ARTICLE 11**

### **GRIEVANCE AND ARBITRATION**

#### **11.1 Grievance Procedure**

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

A “grievance” is any dispute brought against the Employer by the Union alleging a misinterpretation, misapplication or alleged breach of this Agreement.

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.

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.

By mutual agreement of the parties, concurrent grievances arising from the same incident or core facts may be consolidated into a single grievance.

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.

Bargaining unit employees who are grievants shall be allowed to attend grievance meetings with the Employer and to attend formal grievance proceedings.

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.

## **11.2 Grievance Steps**

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 General Manager 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 General Manager 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, the Union may submit the grievance to arbitration within fifteen (15) calendar days from receipt of the Step Two response or the effective date of final corrective action, whichever is appropriate.

## **11.3 Arbitration**

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 split equally between the parties. 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 12**

### **HEALTH AND SAFETY**

#### **12.1 Safety Equipment**

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

Safety fire fighter helmets with eye protection

Hearing protection

Biohazard kit: includes a gown, goggles, face shields

Reflective vests

Hazmat placard books

Binoculars

Portable radios or two-way communications devices for each unit to include a “Clip” or “Holster” device

#### **12.2 Immunizations**

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

Hepatitis B inoculation series (HBV)

Tuberculosis PPD test (purified protein derivative)

Tetanus as a result of an on the job injury

Any other immunization required by federal, state and local law or the deemed necessary by the County Health Officer.

### **12.3 Right to Refuse Unsafe Work**

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 compliance with all federal, state and local workplace health and safety laws are 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. No employee shall be subject to corrective action for reporting unsafe equipment or workplace conditions.

Employees who violate Employer safety rules and regulations may be subject to corrective action, up to and including discharge.

### **12.4 Crew Quarters**

Crew quarters shall be kept clean and sanitary by the employees assigned to such stations. The Employer shall maintain crew quarters in a habitable condition in accordance with all applicable federal, state and local laws and regulations.

The Employer shall provide and maintain the following items in good working order in all crew quarters that house twenty four (24) hour units:

1. One full size bed (mattress, box spring and frame) for each crew member
2. Chairs and/or sofa
3. Dining table and chairs
4. Adequate heating and air conditioning system for entire quarters

5. Toilet and shower facilities
6. Separate sleeping areas for each crew or appropriate partitions to segregate sleeping areas
7. One microwave oven
8. One dual hotplate, unless stove top already exists
9. Television (27" or larger)
10. Basic cable or satellite service

A crew chief shall be assigned to every station. The Employer agrees that no audio or video surveillance or recordings shall occur in any employee locker room/changing areas, bathroom/shower areas or other areas where crew members have a reasonable expectation of privacy.

### **12.5 Critical Incident Stress Debriefing**

The Employer will provide Critical Incident Stress Debriefing ("CISD") training to a selected group of Union members who will become part of the CISD team. The Union will have the right to monitor CISD sessions when requested by an affected employee. Individual one-on-one CISD sessions shall be confidential and no Union member serving on the CISD team can be required to disclose or discuss the contents of such individual CISD sessions and the contents of such sessions shall not be discoverable by the Employer.

### **12.6 Employee Assistance Program**

The Employer shall pay fifty percent (50%) of the employee's cost for co-payments under the Kaiser health insurance plan for an initial assessment and up to ten (10) employee assistance counseling sessions per year.

### **12.7 Smoke and Tobacco Free Workplace**

Smoking or the use of any tobacco product is not permitted in areas constituting a fire hazard or a disturbance to patients, visitors or co-workers. Smoking or the use of any tobacco products is prohibited in the following situations, except during specifically designated breaks in specifically designated areas:

During any phase of any call.

While engaged in any drill and/or training.

While dealing with the public.

Inside Employer facilities or stations.

In any Employer owned or operated vehicle.

It shall be the responsibility of the smoker or user of other tobacco products to clean up all byproducts of smoking or other tobacco products immediately after use.

## **ARTICLE 13**

### **UNION RIGHTS AND SECURITY**

#### **13.1 Union Access**

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, 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 Manager, or his/her designee in charge of the facility, prior to the time of entry on the Employer's premises.

#### **13.2 Shop Stewards**

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

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

Shop Stewards shall suffer no loss of pay through their participation in union activities while on duty.

#### **13.3 Bulletin Boards/Communications**

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). In the alternative, the Employer will allow and install lockable bulletin boards solely for the Union's use if requested and paid for by the Union. 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 Manager shall receive copies of all materials to be posted by the Union prior to or at the time of posting.

The Union, its Business Agents, Representatives, Shop Stewards and Members agree not to use the Employer's email system to communicate with bargaining unit employees regarding any union business or activities. Employees who violate this rule may be subject to corrective action, up to and including discharge.

### **13.4 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 employees' date of hire.

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

### **13.5 Union Security/Agency Shop**

No later than the thirty-first (31) day following the beginning of their employment, or the effective 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 notice to the Employer from the Union, shall be discharged from employment.

### **13.6 Check-off**

Upon receipt of an individual, voluntary, written check-off authorization from a bargaining unit employee, the Employer agrees to deduct Union dues and fees from the employee's wages in amounts certified by the Union and promptly remit same to the Union.

Employees who elect to have dues deducted may revoke that authorization at any time by submitting a written form to both the Union and the Employer.

The Employer shall collect Union dues and fees on a semi-monthly basis and remit monthly as set forth herein. The Employer shall include a spreadsheet identifying the dues and fees being remitted on behalf of each employee, unless administratively impracticable to do so.

The Employer also agrees to implement voluntary payroll deductions for the payment of premiums and other costs associated with union-sponsored insurance benefits and other union-sponsored employee programs when requested by any bargaining unit employee.

### **13.7 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 it by reason of any action or inaction by the Employer in complying with the provisions of this Article.

## **ARTICLE 14**

### **NO STRIKE/NO LOCKOUT**

#### **14.1 No Strike**

For the term of this Agreement, neither the Union nor employees covered by this Agreement shall engage in any strike, sympathy strike, slow down, sit down, work stoppage, boycott or any other form of economic activity against the Employer. Any employee engaged in the above conduct shall be subject to immediate discharge.

#### **14.2 No Lockout**

The Employer shall not lockout any bargaining unit employees for the term of this Agreement.

## **ARTICLE 15**

### **MISCELLANEOUS**

#### **15.1 Outside Employment**

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.

#### **15.2 Subcontracting**

The Employer shall not contract, subcontract or otherwise assign any work normally performed by employees covered by this Agreement if such contracting, subcontracting or assignment of work would have the purpose or effect of displacing bargaining unit employees or eroding the bargaining unit.

#### **15.3 Existing Policies and Procedures**

All existing operational policies, procedures, memoranda and work rules in effect as of the execution of this Agreement, and not otherwise superseded or modified by this Agreement, shall remain in full force and effect for the term of this Agreement. All such operational policies, procedures, memoranda and work rules shall be fully disclosed and accessible to bargaining unit employees.

Provisions of this Agreement shall prevail over any inconsistent operational policies, procedures, memoranda and work rules.

#### **15.4 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 one (1) business day's 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 any third party unless authorized by the employee or compelled to do so by a valid subpoena or court order.

Records of corrective action that are more than twelve (12) months old shall not be considered for purposes of subsequent corrective action, provided no additional corrective action was taken during the twelve (12) month period. Records of corrective action pertaining to patient care, unlawful discrimination/harassment, workplace violence and major safety violations are excluded from this limitation.

### **15.5 Loss of Certifications/Licenses**

Each employee is solely responsible for maintaining all of the appropriate certifications and/or licenses 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 certification, license, or related document. An employee who reports for work or performs his/her duties without any of the required certifications and/or licenses 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 certifications or licenses.

If at any time, for any reason, an employee is without all necessary federal, state and local certifications or licenses required for performance of that employee's duties, the employee will be placed on unpaid leave of absence and shall not accrue seniority during the unpaid leave. If the employee's federal, state and local certifications or licenses are revalidated; the Employer shall reinstate the employee to a position within their classification. If an employee has appealed the loss of a certification or license, 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 certifications or licenses, the Employer's obligation to reinstate will in no case extend beyond forty-five (45) 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 forty-five (45) 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.

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, the employee shall be allowed to return to his/her former classification.

### **15.6 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.

### **15.7 Pagers**

All field personal shall be issued pagers as part of an open paging system to notify employees of any/all open/available shifts. Employees shall be required to provide a seventy-five dollar (\$75) security deposit for the return of the pagers. The Employer and the Union may agree to implement an alternative method for notifying employees.

### **15.8 Shift Assignment Priority**

Open/available shifts in specific operations shall be made available first to employees in the affected operations.

### **15.9 Grooming**

Employees shall be required to comply with the Employer's existing grooming and personal hygiene policy as set forth in Policy Number 0113.1 of the 2006 Employee Handbook.

### **15.10 Vehicle Mileage Limit**

Fleet vehicles capable of transporting patients shall be maintained by the Employer in good mechanical/operational condition.

### **15.11 Vehicle Service/Maintenance**

Fleet vehicles capable of transporting patients shall be serviced mechanically by mechanics supervised by an "ASE" certified mechanic.

### **15.12 Clinical and Educational Services (“CES”) Review**

Clinical and Education Services (“CES”) meetings shall be held between labor and management to review and discuss CES issues.

### **15.13 Labor Management Committee**

Labor Management Committee (“LMC”) meeting shall be held between labor and management to discuss and resolve issues pertaining to labor-management relations, including but not limited to, working conditions, health and safety concerns, system status and similar issues.

### **15.14 Cellular Telephone Use**

Employees shall not use cellular telephones or communicate through the use of text messages while driving Company vehicles, responding to calls, or treating patients. Personal cellular telephones must remain off during such times. Employees who fail to comply with this provision shall receive a one shift unpaid suspension for a first violation. A second violation of this provision shall result in the employee’s termination.

### **15.15 Out of State Disaster Response Pay**

Employees who volunteer for deployment to out-of-state disasters shall be paid at wage rates mutually agree upon by the Union and Company in advance of any such deployment. Such wage rates shall not be less than the federal minimum wage or the state minimum wage in effect at the time for the theater of operation, whichever is higher. However, the Union and the Company agree that employees on any such deployments shall be paid the federal minimum wage in effect at the time for travel time to and from the disaster area. Employees on such deployments shall work in shifts set forth and/or approved by the Incident’s Commander or designee in accordance with the terms of the disaster’s Incident Action Plan pursuant to the provisions of the National Incident Command System protocols. The Union and the Company further agree that any employee on any such volunteer disaster deployment shall not accrue hourly pay for hours or fractions thereof during scheduled off times (as defined by the terms of the disaster’s Incident’s Action Plan and/or as approved by the Incident’s Commander or designee) while mobilized and deployed to the disaster.

## **ARTICLE 16**

### **FULL UNDERSTANDING AND WAIVER**

This Agreement sets forth the entire agreement and 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 agreement and understandings reached by the parties after the exercise of those rights and opportunities are set forth in this Agreement. All existing policies and practices 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.

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 17**


### **TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from the date of ratification, except as otherwise specifically provided in this Agreement, through and including August 31, 2011, and shall continue in full force and effect from year to year thereafter, unless notice of desire to amend or terminate the Agreement is served in writing by either party upon the other at least ninety (90), but no more than one hundred and eighty (180) days, prior to the date of expiration. The parties shall be obligated to commence bargaining as soon as either party serves written notice of a desire to amend or terminate the Agreement.

For NEMSA:


9/1/08  
Date  
  
Torren Colcord, President

  
Timothy K. Talbot, Negotiator

  
Kimberly Ojeda, Bargaining Team

  
Keith Starr, Bargaining Team

For Priority One Medical Transport

9/1/08  
Date  
  
Michael Parker, President

  
Jim Karras, General Manager

**APPENDIX A**  
**WAGE MATRIX**

**EMT – Driver:**

Step 1	Step 2	Step 3	Step 4	Step 5
\$10.25	\$10.75	\$11.25	\$11.75	\$12.25

**EMT – Attendant:**

Step 1	Step 2	Step 3	Step 4	Step 5
\$9.75	\$10.25	\$10.75	\$11.25	\$11.75

**Paramedic:**

Step 1	Step 2	Step 3	Step 4	Step 5
\$13.00	\$14.00	\$15.00	\$16.00	\$17.00

- Step 1 = 0 to 1 years of experience
- Step 2 = 1 to 2 years of experience
- Step 3 = 2 to 3 years of experience
- Step 4 = 3 to 4 years of experience
- Step 5 = 4 to 5+ years of experience

The Union may request to reopen negotiations for wages on September 1<sup>st</sup> of each year of this Agreement.