# UNITED EMERGENCY MEDICAL PROFESSIONALS OF ARIZONA

# LOCAL I-60

# OF THE

# INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Collective Bargaining Agreement

SW General, Inc. d/b/a American Medical Response

November 1<sup>st</sup>, 2019 – October 31<sup>st</sup>, 2023

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## Article 1 – Recognition

This agreement is entered into by and between SOUTHWEST GENERAL, INC. hereinafter referred to as the "Employer" or "Company" and UNITED EMERGENCY MEDICAL PROFESSIONALS of ARIZONA, d/b/a LOCAL # I-60, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union".

Both the Employer and the Union recognize that the delivery of services, in the most efficient, effective, courteous, and professional manner is of paramount importance to the Employer and its employees and such achievement is recognized as a mutual function of the parties of this Agreement, within their respective roles and responsibilities.

It is the intent and purpose of the parties that this Agreement achieve and maintain harmonious relations between the Employer and the Union, to provide for the equitable and peaceful adjustments of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

The Company recognizes the United Emergency Medical Professionals of Arizona as the sole bargaining agent of all full time and part-time Emergency Medical Technicians, Paramedics and Registered Nurses, but excluding, office clerical employees, guards, watchmen and supervisors.

By using the term "member" this agreement is not in any way intended to violate Arizona's right to work law. Rather, employees covered by this Agreement fully retain their legal right at any time to choose to become members of the Union or to choose not to become members of the Union. Similarly, employees covered by this Agreement fully retain their legal right to choose to financially support the Union or choose not to financially support the Union. No employee is required to become a member of the Union in order to receive the wages, benefits, and other employment terms set forth in this Agreement.

# Article 2 – Duration of Agreement

Upon ratification by the Union, this Agreement shall be considered effective November 1<sup>st</sup>, 2019 for a period of four (4) years, ending October 31<sup>st</sup>, 2023.

# Article 3 – Savings Clause

It is not the intent of either party hereto to violate any laws, rulings, or regulation of any governmental authority or agency having jurisdiction over the subject addressed in this Agreement.

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation or arbitration, the remaining parts or portions of this Agreement shall remain in full force and effect.

The waiver or breach of conditions of this Agreement by either party shall not constitute a precedent for any further waiver of such breach of conditions

## Article 4 – Modification

This Agreement contains all the conditions agreed upon between the parties, and supersedes all previous Agreements, collectively or individually, between the parties.

No modifications shall be made except by mutual consent of the parties in writing except as otherwise specified in this Agreement. A mutually agreed upon memorandum of understanding signed after the date of ratification of this

Agreement, by the Union President and the Employer, shall supersede the current contract verbiage where it expressly conflicts.

# Article 5 – Successor Agreements

The Employer will provide notice to the Union of the sale, transfer or lease of the entity covering this agreement at the time the sale, transfer, or lease is made public.

# Article 6 - Printing and Supplying Agreement

The Employer shall ensure that the executed Agreement is available online via an employee portal site.

## Article 7 – Termination Clause

This Agreement will terminate on the expiration date listed in Article 2 unless mutually extended by the Union and the Employer in writing.

Either party shall provide written notice of intent to renew, modify or terminate the Agreement, provided such notice is given at least ninety (90) days prior to the expiration of this Agreement.

## Article 8 – Americans with Disabilities Act & ADEA

The Company agrees to inform the Union of any accommodations needed to comply with the Americans with Disabilities Act.

## Article 9 – Conflict with Other Laws

Other than for matters which must be processed through the Grievance and Arbitration procedure set forth herein, this Agreement is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State, or Local statutes.

## Article 10 – Non-Discrimination

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

The Employer and the Union further agree that the Employer has the right to enter into any agreement or practice modifying the terms of this Agreement which is necessary to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, Section 1981 of the Civil Rights Act of 1866, the Fair Labor Standards Act, or any other Federal, State or local law, rule or regulation relating to equal employment opportunity, the environment, health, or safety. In particular the Employer maintains the right in relation to providing reasonable accommodations to individuals with disabilities as required under respective law.

## **Arbitration/Litigation Waiver Election**

Grievances alleging unlawful discrimination or harassment in violation of this Agreement may be pursued and resolved through the grievance and arbitration procedure contained in this Agreement, provided that all requirements for the filing and maintenance of a grievance through arbitration are satisfied and that the employee and/or Union have not initiated or filed a complaint or legal action based on the same event(s) with a federal, state or local agency or court. The initiation or filing of a complaint or legal action alleging unlawful discrimination or harassment with a federal, state, or local agency or court shall waive the employee's and/or Union's right to pursue the same matter as a grievance pursuant to this Agreement. Any grievance alleging unlawful discrimination or harassment shall be deemed withdrawn at any step of the grievance and arbitration procedure upon the filing of such a complaint or legal action. Employees and the Union are not required to exhaust the grievance and arbitration procedure of this Agreement before initiating or filing a complaint or legal action alleging unlawful discrimination or harassment with any federal, state, or local agency or court.

#### Harassment

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

# Article 11 – Legal Indemnification

The Company agrees to indemnify an employee in respect of any claim made against such employee resulting from the performance of such employee's duty, except where it is established that such action arose out of an employee's willful or wanton dereliction of duty, or willful or wanton violation of Company Rules, Standard Operating Procedures, or Policies.

In the event that such proceedings result in any judgment or monetary award against such employee, the Employer will indemnify such employee in respect of payment made pursuant to such judgment or monetary award, and such indemnification shall include the assumption of the costs of any legal proceedings incurred by any employee resulting from the performance of such employee's duties.

# Article 12 – Correspondence & Notification

The parties shall communicate any proposed changes to this Agreement, or any permitted changes pursuant to the Management Rights provision of this Agreement, via certified mail with a courtesy email of the same to the party's designee, however, failure to provide a courtesy email shall not constitute breach of contract.

The Employer shall not implement any changes which impact hours, wages, and working conditions without prior notice to the impacted personnel a minimum of fourteen (14) days in advance, unless such implementation is required to meet the bona fide needs of the Employer's contractual obligations.

The Union shall provide the Employer with a list of all Union Representatives including phone numbers, fax numbers, mailing addresses and e-mail addresses of the President, Secretary, Vice President, Business Agent, and Union Representatives / Stewards.

Any changes to the required contact information shall be communicated, in writing to the Employer designee within seven (7) calendar days. Any notification sent to the President or Secretary sent to non-current contact locations shall constitute proper notice as required by this article or any other article requiring the company to notifying the Union, provided that the non-current address was the last address provided to the Employer.

Prior to the 5<sup>th</sup> of each month, the Employer shall provide an electronic report (e.g. Excel Spreadsheet) of terminations, and all employees in the bargaining unit(s) to which this Agreement pertains. The reports shall include: full name, employee number, date of hire, PTO/benefit date, job classification, work location, telephone number, mailing address, e-mail address, and current wage rate.

## Article 13 – Strike and Lockout Prohibition

#### No Strike

The Parties understand that the duties performed by employees covered by this Agreement involve potential life and death situations, and that any delay in treating patients or transporting them to hospitals or other medical facilities, or in responding to calls, can exacerbate the problems of patients who are already ill and/or injured. To that end, the Union agrees that, during the term of this Agreement, neither the Union nor any of its agents or members will collectively, concertedly, or in any manner whatsoever, incite, ratify, encourage, sanction or participate in any picketing, strike, sit-down, stay-in, slowdown, boycott, work stoppage, paper strike (e.g. deliberate failure to submit timely, quality, accurate, and complete medical reports and billing information), or sympathy strike against the Employer. The Union further agrees that no member while on duty or in uniform will honor the picket line of any other bargaining unit not covered by this Agreement. The union further agrees that this clause shall specifically prohibit any of the aforementioned conduct for protest of alleged unfair labor practices and that any such alleged unfair labor practices shall be handled under the National Labor Relations Act.

#### **Violations**

Employees who violate this Article may be subject to disciplinary action up to and including discharge from employment. Any such discharge may be grieved under the Grievance Procedure set forth in this Agreement; however, the Parties agree that the sole issue for determination in any such grievance proceeding shall be whether the grievant directly or indirectly called, sanctioned, encouraged or participated in such conduct prohibited by this Article.

### **Union Responsibility**

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

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

#### No Lockout

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

# Article 14 – Union Representation

Any employee covered under this Agreement shall have the right to request official Union representation during any meeting that is disciplinary, or of an investigative nature that is thought to lead to disciplinary action of the employee. In the event the Union cannot respond in a reasonable period of time, the employee may be placed on an unpaid no-work status administrative leave pending the outcome of the meeting.

Except as limited by this Agreement pertaining to drug testing of an employee, any employee who is denied a request for Union representation will have the right to refuse to participate in disciplinary or investigative meetings.

In any meeting where Union representation is requested, the number of Union Representatives shall not exceed the number of Employer representatives. The Employer and Union will designate a single representative of their party. Active participation in the meeting will be limited to employee and the individual representative of each party. This shall not preclude active participation by "fact witnesses" or experts such as physicians, human resource personnel, or risk management.

Bargaining unit personnel shall be responsible for contacting the union representative of his/her choosing within twenty-four (24) hours. The Union representative shall be responsible for notifying the Employer of their requested representation and shall schedule a meeting for a mutually agreeable time, date and location within a maximum of forty-eight (48) hours from the notice of representation, except for when such forty-eight (48) hours is over a weekend or holiday. In such case where the period spans a weekend or holiday, the timeline shall be extended a minimum of an additional twenty-four (24) hours.

The Company shall obtain the employee's acceptance or refusal of union representation using the form in Appendix C "Notice of Right to Union Representation". All completed forms shall be provided to the Union within three (3) calendar days from the date the employee signed. Such forms may be provided via e-mail, fax, mail, or hand delivery at the Employer's choice.

# Article 15 – Viewing of Personnel Records

Any employee covered under this Agreement shall have the right to view his/her personnel file by scheduling a meeting with the Human Resource department at least five (5) business days prior to the requested appointment during normal business hours.

An authorized Union representative shall have the right to review specific personnel files in order to conduct investigations and defend employees in disciplinary matters. A request to review a personnel file shall be made at least five (5) business days prior to the requested appointment, during normal business hours. Under certain circumstances, an appointment may be made in less than five (5) business days with the approval of the Human Resources representative.

The Human Resources Manager or a person designated by the Human Resources Manager shall be present when employee personnel files are reviewed. The Union shall have the ability to caucus for discussion of the contents during the file review, however; the Union representative may not be left unattended with the personnel file.

## Article 16 – Union Activities

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his or her activity on behalf of, or membership in, the Union.

A duly authorized representative of the Union shall be permitted access to the Employer's work sites for the purpose of participating in the grievance procedure. The Union representatives shall not allow their activities to interfere with or disrupt the performance of their work or the work of any other employee or member.

During the orientation process, the Union may provide a representative to meet with newly hired employees that qualify for the bargaining unit for the purposes of answering questions and enrolling members.

The Employer will provide the Union, upon a reasonable request, readily available information that is not otherwise available to the Union, as it relates to the filing of a grievance or to subjects of bargaining provided such request is not overly burdensome and excessive in number of documents the Union seeks. The Employer shall make every effort to provide the information in a timely fashion so as to not affect any timeline requirements outlined in the grievance and arbitration provisions of this Agreement.

Such requests shall be made through the Human Resources Manager, or designee, and shall be provided within a reasonable amount of time. Nothing contained herein shall be construed as altering the parties' duty to furnishing information pursuant to the National Labor Relations Act.

## Article 17 – Bulletin Board Space

The Union may install bulletin boards for the sole use of the Union at each employee work location as to be easily accessible to the employees for the purpose of posting official Union notices. The posting shall not be of a defamatory or threatening nature and shall be posted on official letterhead of the Union.

Such bulletin boards shall not be in public view in stations that are shared with other organizations.

The space provided for such bulletin boards will be maintained by an official Union representative, with the posting or removal of bulletins and publications to be handled only by the Union. The Union shall be responsible for all posted materials and shall indemnify and hold the Employer harmless for any claims asserted in relation to the content of the materials.

Materials shall only be posted upon the bulletin board space as designated and not upon walls, doors, windows, etc.

The Employer reserves the right to remove posted materials which are outside the scope of concerted union activity. The Employer shall notify the Union immediately upon removing aforementioned materials and provide the removed materials to the Union. The removal of any posted materials by the Employer shall be subject to the grievance and arbitration process.

## Article 18 – Union Dues Check-Off

The Employer agrees to deduct, each pay-period, dues and assessments inclusive of arears deductions in an amount certified to be current by the Secretary and/or Treasurer of the Local Union from the pay of those employees who individually request through the Union that such deductions be made. The total amount of deductions shall be remitted each pay-period by the Employer to the Treasurer of the Union within ten (10) calendar days following the deduction date.

The Union will notify the Employer in writing fourteen (14) calendar days prior to any change in the regular union dues structure or amount.

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

All previous and future check-off authorizations filed by the Union shall be recognized in accordance with their terms and cancellation of any payroll deductions shall be subject to approval of the Union except where the employee has transferred out of the bargaining unit.

The Employer agrees to continue deducting from the wages of any employee who is a member of the Union and seeks to donate to the Union's 501(c)3 public charity as provided with a voluntary written authorization from the employee. Such authorization must be executed and may be revoked by the employee at any time by giving written notice to both the Employer and the Union.

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

Upon the implementation of a HR/Payroll system that is capable of further configuration, such deductions shall labeled "Union Charity" on the employee's paycheck and such deducted funds shall be remitted to the Union as a separate check made payable to UEMPA Charities, and remitted to the Union monthly.

To reduce the burden or processing payroll deductions, the Employer may, at its own discretion, elect to process payment as a direct deposit transfer (ACH) or utilize a paper-check. Should the Employer elect to utilize electronic funds transfer, the Union will provide appropriate routing and account information to the Employer.

The Union shall immediately protect, wholly indemnify and hold the Employer harmless against any and all claims made against, or suits instituted against, or cost of any kind, including attorney's fees, the Employer evolving out of this Article.

## Article 19 - Union Release Time

The Union shall be provided a bank of hours per calendar year as union release time. Effective beginning November 1<sup>st</sup>, 2019 the bank shall be 3,000 hours and shall be reduced by 350 hours per year thereafter and shall not roll-over to any subsequent year.

All requests regarding union release time shall be approved by the Union President and coordinated with Scheduling a minimum of 48 hours in advance. Union release time shall only apply to Principal officers who shall make good and reasonable effort to find their own coverage. Individuals who agree to provide coverage for union release time shall not be sent home from the covered shift. In the event a principal officer finds his/her own coverage of equal qualification, he/she may utilize union release time upon approval of the Union President with less than forty-eight (48) hours notice.

With a minimum of a forty-eight (48) hour notice to the Company designated representatives, the Union President may remove a Union Principal Officer from his or her shift, as union release time, provided that no more than one (1) officer is removed without relief in each business unit. Exceptions to the forty-eight (48) hour notice shall only occur if a Principal Officer is requested by management.

For the purposes of this Article, "Principal Officers" shall mean those holding the positions of President, Vice President, Secretary, Treasurer, or Sergeant At Arms.

Those officers or union representatives who are not principal officers as defined herein may use union release time only with the approval of the Union President and shall be required to find their own shift coverage of equal qualification a minimum of forty-eight hours notice.

# Article 20 - Management Rights

The Union recognizes and agrees that, except as specifically limited by the express provisions of this Agreement, the Employer maintains sole and exclusive right to manage its business in such a manner as the Employer shall determine to be in its best interest.

The Employer's right to manage its business includes the right to:

- (a) select, test, train, hire, promote, demote with just cause, transfer, assign and direct employees;
- (b) sell, lease, or transfer all or part of the business;
- (c) move, transfer or change the location of part or all of the operations;
- (d) discipline, suspend, discharge, or relieve employees of duties with just cause;
- (e) require physical or other examinations of employees; as it pertains to their job description, at the company's expense;

- (f) make and enforce Company rules and regulations;
- (g) increase or decrease the work force;
- (h) pay additional compensation and determine the amount thereof to the employees over and above the hourly rate agreed to herein;
- (i) give additional benefits to the employees over and above the benefits established herein;
- (j) determine the work to be performed, job content, the employee's performance and methods to be employed;
- (k) establish quality and work standards;
- (l) discontinue or relocate any or all portions of the operations now or hereinafter covered or carried out at the premises covered by this Agreement;
- (m) schedule and reschedule hours including overtime; determine and re-determine job content and any classifications that are required;
- (n) increase or decrease the number of hours worked by any classification of employees, however the Company agrees to meet with the Union at least fourteen (14) calendar days, except in an emergency situation, prior to any proposed increase or decrease in the number of scheduled hours for bargaining unit personnel in order to negotiate over the proposed increase or decrease in hours and the effects thereof. In an emergency situation, the Union and Company agree to meet within three (3) calendar days, either prior to or after the increase or decrease in hours, to negotiate over changes related to the emergency situation. An emergency situation shall be defined for the purposes of this Article as a situation that could not be reasonably anticipated by the Company which requires a temporary increase or decrease in scheduled hours.
- (o) determine and, from time to time, re-determine the qualifications of the employees and to maintain safety and efficiency and order;
- (p) determine and, from time to time, re-determine, the locations from which employees change shifts and/or report to work upon negotiation with the Union.

The exercise or non-exercise of the rights retained by the Employer shall not be deemed to waive any such rights or the discretion to exercise any such rights in some other way in the future.

Whether or not a decision is in the best interest of the Company shall be decided at the Employer's discretion and shall not be subject to negotiations or the grievance and arbitration procedure, provided, however, that the carrying out of any such decision shall not expressly conflict with the express written terms of this Agreement. A grievance regarding whether or not the application of such a decision does conflict with the express written terms of this Agreement may be taken to arbitration following the procedures set forth in Article 37 and 38 of this Agreement. The terms of this written Agreement encompass all limitations and the rights of management and no Agreements, promises, customs, benefits, practices or usage, whether written or oral, which were established or in effect before the execution of this Agreement, will be binding upon either party subsequent to the execution of this Agreement.

Both parties acknowledge that during the negotiations that resulted in this Agreement, both parties had every right to discuss and did discuss all collective Bargaining demands and proposals and that, as a result thereof, this Agreement is complete and resolves all collective bargaining issues between the parties for its duration. However, in the event some new matter arises between the parties which has not been addressed in this Agreement, the parties agree, upon the request of either party, to meet for the purpose of negotiating such new matter.

Any of the rights and powers the Company had before entering into this Agreement are retained by the Employer except as specifically abridged or modified by the express written Agreement with the Union as to the particular subjects.

Notwithstanding the limitations expressed in this Article, further negotiations may occur during the term of this Agreement with the consent of both parties in writing. If such negotiations do occur and result in an Agreement, such Agreement shall be reduced to writing, and shall be binding upon the parties hereto for any term agreed to by the parties.

No operation of any equipment, or machinery, or use of any equipment, or tools is or may become the exclusive right or jurisdiction of any employee or classification of employees represented by the Union.

No subject matter specified in the Agreement is subject to the grievance and arbitration provision except as specifically set forth in this Agreement.

The Employer has the right to require employees to obey orders, even though deemed by such employee or employees, or the Union, to be in violation of the contract, unless and until it is established that such order or orders are in violation of the law, or the contract, according to the procedure provided herein, unless the order places the employee at an immediate and foreseeable risk of personal harm.

The exercise of these rights shall be consistent with the terms of this agreement and shall not conflict with any specific provision of this Agreement.

# Article 21 – Unpaid Leave of Absence

An employee may request an unpaid personal leave for compelling personal or medical reasons. The employee must be specific about the reason and duration.

Personal leave must be applied for and approved by the Regional Director and or designee. The decision to grant the leave will be based on the substantive reason for leave. Leave approval or denial shall be at the discretion of the Employer.

In the event that a request for leave is denied, the employee shall be notified of the reason for denial.

Requests for personal leave will be granted for up to a maximum of ninety (90) calendar days.

Domestic Partners, that are not eligible for FMLA under the terms of Article 30, may take an unpaid leave of absence, under the terms of this Article, for a maximum of six (6) months for qualifying FMLA events.

Employees shall give a seven (7) calendar days notice of their intent to return to work.

## Article 22 – Paid Time Off & Sick-Time

### Paid Sick Time (PST)

The Employer will comply with all requirements of the Arizona Proposition 206 Arizona Sick Time Policy.

Employees may opt to use accrued sick time under Arizona Proposition 206 for any absences that meet the identified requirements of the Proposition.

## Paid Time Off (PTO) / Vacation

Employees shall accrue Paid Time Off (PTO) upon their first date of employment and shall be eligible to use their accrued Paid Time Off (PTO) at any time that the PTO has been accrued.

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

Employees may, at their discretion, elect to request a pay-out of their accrued and unused Paid Time Off provided that such request is made no more than twice (2) in a calendar year. Such pay-out will be at the straight time rate of pay. Employees may only cash out up to fifty (50%) of the amount of accrued time available.

Due to the time required for processing payout requests of Paid Time Off, payout may be delayed until the next regularly occurring pay period following the pay period in which the request was made.

An employee who is separated from Employment (e.g., resignation, death, retirement, or discharge) shall be compensated for all unused Paid Time Off at the straight time rate of pay at the time of separation or within twenty-one (21) calendar days from the date of separation. Employees who voluntarily terminate their employment and fail to provide a minimum of a two (2) week notice or who fail to complete all paperwork; or return all company property shall forfeit all accrued unused PTO.

PTO leave requests shall be submitted and processed using an electronic web-based system which allows employees to access, review, and submit requests from their personal devices (e.g., smartphones, laptops, etc...) and not restricted to a company network. Any changes to the system(s) or process shall be communicated to the Union and all employees at least fourteen (14) days prior to implementation. In the event the Employer chooses to change the process of Leave Requests, which does not permit the use of personal electronic devices, the Labor Management Committee will address the mechanism to be used for such requests.

All Paid Time Off (PTO) requests are subject to approval based on staffing needs in geographic locations. Scheduling shall allow for ten percent (10%) of the scheduled work force to be on pre-scheduled Paid Time Off (PTO). Such percentage shall be calculated separately for each business unit in Maricopa, (IFT calculated independently for East and West) Pinal, Pima and Graham County operational areas. The 10% calculation shall be based on the number of scheduled positions on the master schedule. PTO requests in which an employee has found his/her own relief shall not be counted towards the 10% staffing requirement. Additionally, the 10% of the workforce in any given area shall be calculated separately for each level of personnel (i.e. EMT, Paramedic, and RN).

In the event that more than one employee of equal qualification submits a request for Paid Time Off (PTO) at the same time for the same date of Paid Time Off, seniority shall be used to award the approval to the employee with the most seniority.

If ten-percent (10%) of the scheduled work force is already on approved Paid Time Off (PTO) and another employee has requested that day off, it is the employee's responsibility to find their own coverage for the day(s) requested and provide that information to scheduling, no less than eight (8) hours in advance, for approval.

After an employee's Paid Time Off has been approved, it may only be changed by mutual consent between the employee and the Company.

Employees may cancel their paid time off request at least twenty-four (24) hours prior to the start of their shift. If an employee cancels his/her paid time off requests, he/she shall be returned to their scheduled shift. If the shift was already filled, the displaced employee, if on overtime, shall be released from the shift. If the displaced employee was on a regularly scheduled work day, they shall retain the shift. The employee canceling their PTO may be moved to another vacant position based on operational need.

Upon request the Company shall provide the Union a list of PTO requests and the subsequent approvals or denials, including how many employees of each qualification were on paid-time-off for the requested day.

Employees' Paid Time Off requests, other than that used due to illness, shall be submitted no later than seven (7) days, but not more than one hundred eighty (180) days prior to the requested date and shall be awarded on a first-come first-serve basis. Approvals or denials shall be notified to the employee within forty-eight (48) hours of submission to the Company designee.

Paid Time Off shall not be counted as hours worked toward the calculation of overtime, unless taken in a full one-pay week block. Employee requests for payout or payout upon termination or transition to non-bargaining unit part time status, shall be compensated at the employee's straight time rate.

A minimum of four (4) hours must be used for any PTO request and shall only be approved at the beginning or end of a shift.

Employees seeking an unpaid leave of absence shall be required to exhaust all accrued PTO time prior to approval for the unpaid leave of absence that is not part of an administrative leave pending an investigation.

Employees may donate accrued paid time off to another employee's bank to assist an employee who may have insufficient hours to accommodate an approved leave status (e.g. FMLA, PLOA...). The donor shall complete a PTO donation form and submit it to the Human Resources Manager for appropriate action.

Paid Time Off will be accrued at the following rates:

Months of Service	Accrual Rate / Hour Worked
00 – 11 Months	0.01924
12 – 23 Months	0.03847
24 – 59 Months	0.05770
60 – 180 Months	0.07693
181+ Months	0.09616

## Article 23 – Educational Leave

At the Employer's discretion, employees may be granted leave, with or without pay, for education purposes to attend Paramedic school; fire service academy; or flight service training or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skills, and professional ability.

Employees are expected to request any such leave a minimum of thirty (30) calendar days in advance, and such requests shall be approved or denied within ten (10) calendar days.

In the event a request for educational leave is denied, the employee shall be provided the reason for denial.

# Article 24 – Voting Leave

The Employer recognizes an employee's civic responsibility for voting in Local, State, and Federal general elections. Employee's may request time off when their work schedule prohibits the employee from voting. In such event, voting time off will be provided in accordance with Local, State, and Federal guidelines. Requests for time off shall be made within a minimum of forty-eight (48) hours advance notice to the Company.

# Article 25 – Military Leave

Employees who enter active duty military service, including the National Guard, Enlisted Reserves, and the National Disaster Medical Systems (NDMS) service, will be granted leave of absence in accordance with the terms of all applicable Federal laws including the Uniformed Service Employment and Re-Employment Rights Act of 1994 (USERRA) and any applicable State laws, in effect on the date of which such employee makes his/her request for a military leave.

# Article 26 - Subpoenas & Witness Service

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition in same, shall be granted time off without loss of pay or benefits if required to appear by a governmental agency and the incident giving rise to subpoena is work related. The employee must submit documentation representing time spent in compliance of said subpoena to their Operations Manager upon their return to work in order to receive payment for such time. If the employee is excused from his/her obligation and more than four (4) hours remain in the employee's

normally schedule workday, the employee shall return to work. The Employer shall notify the employee within twenty-four (24) hours of the receipt of a subpoena at the Employer's operation.

Employees shall not be entitled to pay under this provision if a trial or proceeding that initiates the subpoena is by or on behalf of a present or past employee that has initiated litigation towards the Employer, however, the Employer shall ensure that the employee is allowed the time off for such proceeding and that the employee may request PTO for their time off.

Any employee called upon by or on behalf of the Employer will be compensated, as hours worked, by the Employer for witness time and any resulting lost work time.

## Article 27 – Bereavement Leave

When a death occurs in an employee's immediate family, the employee shall be entitled to paid bereavement leave of four (4) consecutive regular scheduled shifts within an eight (8) day period from the employee's request for starting bereavement leave, provided such request is made within thirty (30) days from the date of death. Any employee who is notified of a death in the immediate family while on duty will be relieved, at the employee's request, upon notification of the supervisor for the remainder of their shift with pay.

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

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

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

## Article 28 - COMBINED WITH ARTICLE 26

## Article 29 – Juror Summons

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

# Article 30 – Family & Medical Leave Act

FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women.

### Length of Leave

The 12-month leave period adopted by the Company for consideration of FMLA is a "rolling year," which is measured backward from the date the employee uses any leave.

#### **Basic Leave Entitlement**

The Family Medical Leave Act ("FMLA") allows covered employees to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- (a) For incapacity due to pregnancy, prenatal medical care or child birth;
- (b) To care for the employee's child after birth, or placement for adoption or foster care;
- (c) To care for the employee's spouse, son or daughter, or parent who has a serious health condition (including a child for which the employee is acting "in loco parentis"); or
  - 1. It is agreed that if the Employer's FMLA Policy is expanded to include domestic partners, such expansion in eligibility for FMLA will be incorporated in the coverage listed above.
  - 2. Until such time that domestic partners are covered under the Employer's FMLA policy, employees whose domestic partner meets the FMLA qualifying medical conditions or events should refer to Article 21, unpaid leaves of absence.
- (d) For a serious health condition that makes the employee unable to perform the employee's job.

## **Military Leave Entitlement**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week entitlement to address qualifying exigencies such as:

- (a) Attending certain military events;
- (b) Arranging for alternative childcare;
- (c) Addressing certain financial and legal arrangements;
- (d) Attending certain counseling sessions; and
- (e) Attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status, or is on the temporary disability retired list.

## **Eligibility**

Employees are eligible for FMLA if they have: Completed 12 months of employment with the Company and 1,250 hours of service over the previous 12 months; and

## **GUIDELINES & PROCEDURES**

Employees wishing to request FMLA, or a supervisor aware of a potential FMLA absence, should contact Human Resources as soon as possible for the appropriate paperwork and/or additional information. Requests for FMLA leave must be submitted 30 days in advance to Human Resources. If such advance notice is not possible, notice should be given as soon as possible (1-2 business days within the time the need for leave is known). When the leave is for a serious health condition of either the employee or the employee's family member, the employee will be asked to provide certification from the health care provider caring for the employee and/or family member. The Company will provide the employee with the medical certification form to be completed by the appropriate health care provider, which must be returned to the Company within 15 days. Failure to submit a fully completed form in the allotted time may result in postponement or denial of a leave request. Once the fully completed forms are submitted to the Human Resources department a determination will be made as to whether the employee qualifies for the FMLA protection. After leave has been granted, an employee may be periodically asked to submit additional

documentation to substantiate the need for continued leave. If an extension to a leave is requested and/or granted, the same procedure outlined above should be repeated.

## Paid vs. Unpaid Leave

Employees are required to exhaust their accrued paid leave time as part of their 12-week FMLA leave entitlement. On a case-by-case basis, the Company, at its sole discretion may waive this requirement. The utilization of paid leave time does not extend the 12-week unpaid FMLA leave period. Further, in no case can substitution of paid leave time for unpaid leave time result in an employee's receipt of more than 100% of his/her salary. Employees will not accrue time towards any paid leave while out on FMLA leave.

#### **Benefits**

Employee benefits will be continued throughout the duration of an FMLA leave under each employee's current active status terms and conditions. It is the employee's responsibility to contact the Benefits department to arrange a premium payment program, if applicable.

## **Restoration of Employment**

Employees returning from FMLA leaves of absence will be generally reinstated to their same position held before the leave, or an equivalent one with equivalent status, pay, benefits, and other employment terms. Exceptions to reinstatement include, but are not limited to: (1) the employee's current position has been eliminated due to reorganization or layoffs; (2) the employee fraudulently obtained the leave; (3) the employee gives unequivocal notice that s/he does not intend to return to work, or the employee fails to return to work after the 12-week leave expires; or (4) any other reason permitted by law.

#### **Fitness for Duty**

Fitness for duty certification may be required prior to reinstatement. An employee who fails to return to work following an FMLA leave or who fails to provide a requested fitness for duty certification will be considered to have voluntarily resigned.

Upon exhaustion or expiration of an employee's FMLA, the employee may seek an additional ninety (90) calendar days of unpaid personal leave.

# Article 31 – Workers Compensation

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

Whenever feasible the Employer may offer a transitional duty (also known as "modified duty" or "light duty") to employees who have suffered a work-related injury or illness. Such duty shall not be offered to any other employee, subject to any applicable federal, state, or local law. Time worked in such position shall not exceed one-hundred-twenty (120) days. An employee working in a limited duty position shall be paid the appropriate shift hourly rate so that the employee does not suffer any loss in wages.

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

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

Nothing shall prohibit an employee on Worker's Compensation leave to attend Employer offered or sponsored continuing education to maintain his/her licensure or certification, provided such activities are within the scope of the employee's injury restrictions as to not impede treatment and recovery.

## Article 32 – Policies & Procedures

The Union adopts AMR's Safety & Risk Management Manual / Policy, as amended by this Agreement.

The Parties agree that from time to time policies and procedures need to be modified or revised. Therefore, should the Employer seek to modify or revise a policy or procedure that relates directly to wages, hours of work or conditions of employment, the Employer shall engage the Union in decision and impact bargaining. In situations where a policy is revised or modified that does not address a specific mandatory subject of bargaining the parties agree to bargain any identified impact issues.

The Union shall provide the Employer with notice within fourteen (14) calendar days of receipt of notification as required by Article 12 that it desires to discuss and/or bargain the changes which impact the items identified above.

The Employer and the Union will then work together to schedule a meeting(s) to discuss and/or bargain the changes.

In addition, current copies of all Standard Operating Procedures, Policies and Rules and Regulations shall be provided to the Union and updated as amended pertaining to the Union, it's members, or this Agreement.

All policies and procedures shall be posted online to an employee portal site.

Where policies and procedures are in conflict with this Agreement, the terms of this Agreement shall prevail.

# Article 33 – Labor/Management Committee

There shall be a Labor-Management Committee consisting of no more than six (6) representatives of each party.

The Committee shall meet quarterly to discuss all matters of mutual concern that are bargaining unit wide. The Committee may meet more or less often upon mutual agreement of the parties.

The Committee shall have the authority to make recommendations to the Union and the Employer. However, the parties acknowledge that matters pertaining to mandatory subjects of bargaining shall not be discussed.

To prevent the accumulation of matters before the Committee, any items which are not mutually agreed upon during a Committee meeting may be deferred to the Union President and the Employer designee within thirty (30) calendar days.

# Article 34 – Safety Committee

There shall be a joint safety and health committee composed of three (3) representatives of the Employer and three (3) Union representatives. The Union representatives shall be selected by the Union.

#### The joint committee shall:

Be responsible for conducting an on-going review of health and safety issues, including ergonomics issues, as well as investigating safety concerns referred to them by an employee or by the Employer. This includes the following and other items only as they relate to health, safety, and ergonomics:

- (a) Any alleged safety issue that may affect the employees or the general public.
- (b) Review of any alleged safety and ergonomic concerns.
- (c) Worker's Compensation claims (only to determine what steps may be taken in the future to reduce the likelihood of recurrences).
- (d) Accidents (only to determine what steps may be taken in the future to reduce the likelihood of recurrences).
- (e) Facility security issues.

The Committee shall be empowered to make recommendations to the Labor-Management Committee (LMC). These recommendations will be drawn from simply majority of the voting members of the subcommittee. Subcommittee members other than the subcommittee co-chairs shall attend LMC meetings only if requested to do so.

Committee members may invite the participation (without pay) of other individuals for the purpose of contributing to the process.

#### Equipment:

Committee will be responsible for providing input regarding the use of equipment to be utilized in conjunction with the bargaining unit work covered under this Agreement:

- (f) Review of new equipment or protective devices presented to the committee by the Employer.
- (g) Equipment currently used in the performance of duties.
- (h) Protocol for field testing equipment and procedures.

Copies of all records and reports, including all reports required by any governmental agency, under any applicable federal, state or provincial safety and health law, shall be made available upon request of each member of the safety and health committee.

The Committee may ask the advice, opinion and suggestions of experts and authorities on safety matters.

The Committee shall meet at least once per six (6) months.

# Article 35 - Corrective Action & Discharge

The Employer and the Union recognize the intent of corrective action is to remedy performance problems and modify behavior in a fair, constructive manner. While the Employer will attempt to accomplish those objectives through training and corrective action, the Employer reserves the right to issue corrective action, up to and including discharge, based on just cause and the circumstances of each case.

Serious or repeated like offenses may call for corrective action commensurate with the offense or totality of the circumstances and not necessarily based upon the premise of progressive corrective action.

#### **Probationary Employment Period**

During the first six (6) months of their employment, all employees are considered to be probationary, meaning in part that they are subject to corrective action, up to and including dismissal, without recourse to the grievance and Arbitration process.

#### **Corrective Action**

The Employer shall notify an employee in writing of any corrective action or discharge. The notice shall identify the reasons(s) for the corrective action or discharge and the effective date of the action. The notice shall be signed by both the issuing manager and the receiving employee and shall include the actual corrective action notice.

The types of corrective actions that may be taken may include: documented verbal counseling, written reprimand, suspension without pay (two (2) shifts), Last and Final Written Warning, or termination. The type of disciplinary action taken shall be consistent with the severity of conduct and whether it is a repeat offense.

Under no circumstances will any employee be required to sign any document that waives their right to just cause for discipline and/or the right to voice a complaint through the established grievance procedure. Any agreement signed by any employee that waives these rights shall be deemed invalid in its entirety.

An employee is entitled to Union representation at all steps of the disciplinary process, subject to the terms of this Agreement, and shall not be required to participate or acknowledge receipt without a representative present.

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

Verbal Reprimand6 monthsWritten Reprimand12 monthsSuspension18 monthsLast and Final Written Reprimand24 months

To be valid, written corrective action notices or investigations must be commenced within thirty (30) calendar days after the Employer became aware of the alleged conduct or should have been aware of the alleged conduct claimed as the basis for the corrective action. The time limit for issuing corrective action and discharge notices may be extended with the written mutual agreement of the parties on a case-by-case basis when delayed by the involvement of state or local law enforcement or state or local EMS agencies, or the employee or key witnesses are unavailable.

#### **Administrative Leave**

The Employer may place employees on paid administrative leave pending an investigation. Employees shall be provided written notice of the reason for the investigation when placed on administrative leave. Employees shall also be advised of the obligation to cooperate in the investigation and remain available for an administrative interview while on administrative leave. The Employer shall concurrently provide the Union with a copy of the written notice within twenty-four (24) hours.

Employees placed on unpaid administrative leave following suspension of their clinical privileges by the State or Local EMS Agency, or following an arrest for alleged serious criminal misconduct, or for documented serious allegations of sexual harassment or workplace violence. Employees in such circumstances shall be entitled to use available accrued paid time off (e.g. vacation, sick) during this period. Should such allegations be found to lack merit or not warrant a suspension, the employee shall be made whole by crediting any used PTO and/or lost wages.

## Article 36 – Grievance Procedure

A "grievance" is a complaint, dispute or controversy that concerns the application of a specific provision(s) of the Agreement in conjunction with specific act(s) or situation(s), including disciplinary acts.

The provisions of this Article shall be exclusive method to be followed by the Union and the Employees in the adjustment or settlement of all grievances and disputes regarding the interpretation or application of this Agreement. The Union shall be the moving party. This article does not survive the term of this Agreement

The Company cannot file grievances.

Time Limitations – Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. Any grievance not submitted to the Company in writing within fifteen (15) calendar days, shall be deemed abandoned and waived, thus preventing an accumulation of grievances. Should the Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent. Should the Company fail to comply with the time limits herein, the grievance shall be deemed denied at that level, and the Union may proceed through the grievance process without prejudice.

Processing of Grievances – Grievances shall be processed in the following manner:

Step One – The employee and/or the Union may submit grievance in writing via certified mail, hand delivery or electronic mail which shall be sent directly to the Human Resources Manager and shall be deemed timely if postmarked fifteen (15) calendar days from the date of the action which gave cause to the grievance. If the grievant is unavailable to sign the grievance, a steward or representative may do so. Upon receipt of a Step One grievance the Human Resource Manager shall direct the grievance to the appropriate General Operations Manager for response. All grievances must contain:

- (a) The specific provision and/or section of any component of the Agreement alleged to be misapplied, misinterpreted or violated.
- (b) The remedy sought.
- (c) A statement(s) identifying the facts of the situation.

Any grievance filed that does not contain the information outlined in A, B and C shall be deemed inappropriately filed and void.

The Operations Manager may meet with the grievant and his/her representative, within fifteen (15) calendar days and give his/her answer to the grievance in writing within fifteen (15) calendar days after the discussion.

Step Two – If the grievance is not satisfactorily resolved at step one, the grievance shall be submitted to the Human Resource Manager within fifteen (15) calendar days after the steward or representative has received the step one answer. The grievance shall be directed to the Regional Director who shall initiate a meeting or conference call to discuss the grievance with the grievant, steward, or designated representative. This meeting or conference call shall be held within fifteen (15) calendar days of the time the step 2 was received. The Regional Director shall give a written answer to the Union within fifteen (15) calendar days from the discussion.

Step Three – The parties encourage the use of voluntary non-binding mediation as a means of settling disputes without arbitration. Upon mutual agreement between the Union and the Employer, within fifteen (15) calendar days of the receipt of the reply to the grievance at Step Two, the parties may meet to discuss submitting the dispute to mediation. The Federal Mediation and Conciliation Services (FMCS) shall be the permanent mediator whose function will be to hear the contentions of the parties, review pertinent documentary evidence, and provide the parties with recommendations on how the dispute should be resolved. The mediator's recommendations shall be given orally and shall be non-binding. The mediator's recommendations shall not be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal. Neither party shall unreasonably deny the request of the other party to engage in voluntary non-binding mediation.

Step Four – If the grievance has not been resolved at Step 3, the Union may request that the grievance be submitted to arbitration within fifteen (15) calendar days after receiving the Company's rendered written response.

## Article 37 – Arbitration Process

## **Arbitration Filing**

If the matter is not resolved at Step 2 and/or Step 3 (if used), the Union may submit the grievance to arbitration to the American Arbitration Association within fifteen (15) calendar days of receipt of the proceeding grievance Step answer. All grievances submitted for arbitration shall be submitted to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the prevailing Voluntary Labor Arbitration rules of the respective organization.

#### **Arbitration Authority**

The arbitrator selected in accordance with the above procedure shall decide the dispute and the decision shall be final and binding on the Company, the Union and the employee(s), provided the arbitrator shall only have authority to decide if the Company violated the express terms of the Agreement and shall have no authority to add to, subtract from, or to inject or impose his/her own judgment over that of the Employer in determining levels of discipline; supplement or modify this Agreement in any way or to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage rates on new or changed jobs or any existing job or to change any wage rate. He shall have no power to substitute his discretion in cases where the Company has retained discretion or has been given discretion by this Agreement. In the event that "just cause" is in dispute, the arbitrator shall be empowered to determine if just cause exists. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matters shall be referred back to the parties without recommendation on the merits of the case.

## **Back Pay**

The Company, in no event, shall be required to pay back wages for more than twenty—one (21) calendar days prior to the date a written grievance is filed. All awards of back pay shall be limited to the amount of wages the employee would otherwise have earned less any unemployment compensation or any other compensation for his services that he may have received from any source during the period. If the employee was out of the labor market or failed to make diligent efforts to apply or look for work during unemployment, no back pay shall be awarded for that period of time.

#### **Arbitrator Jurisdiction**

The arbitrator shall not be empowered and shall have no jurisdiction to base his award on any alleged custom, practice or understanding, which occurred prior to the effective date of this Agreement.

#### **Arbitration Case Size**

The arbitrator shall not be empowered to hear more than one (1) grievance at any time unless it involves identical facts or unless the parties have otherwise in writing prior to the proceeding.

### **Arbitrator Fees**

The fees and expenses of the arbitrator shall be borne by the losing party.

#### **Burdon of Proof**

The burden of proof in any case pertaining to corrective action and/or termination before the arbitrator shall be on the Employer. The burden of proof in any case pertaining to a contractual dispute shall be on the Union or the employee(s).

## **Arbitrator Time Limits**

The arbitrator shall within sixty (60) calendar days from the close of the arbitration hearing submit his findings and remedies to the grievance and the Company, or their representatives.

### **Term Limit**

This article does not survive the term of this Agreement except in cases in which the initial event which triggered the grievance, occurred prior to the termination of this Agreement.

### **Expedited Arbitration**

Upon the Union's request, when a grievance arrives at arbitration Step 4 of the grievance procedure and the grievance is for a termination the Union may submit the grievance to arbitration to the American Arbitration Association for an expedited proceeding by an arbitrator selected by the AAA.

The arbitration shall be held in Maricopa County.

Both parties shall work with the arbitrator to set the time and date of the arbitration in an expeditious manner.

The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments by both parties.

The arbitrator shall endeavor to complete the hearing within one (1) calendar day.

The arbitrator shall render the award within ten (10) calendar days from the closing of the hearing.

The award shall be in writing and shall be signed by the arbitrator.

## Article 38 – COMBINED WITH 37

# Article 39 – Payroll Processing and Payroll Errors

Employees shall accurately document worked hours via the Employer's electronic time keeping system. Employees who have missed a single punch shall reconcile such missed punches electronically through the electronic time keeping system or via electronic mail to the appropriate company designee(s). Employees who miss both punching in and punching out shall be permitted to submit their time via electronic mail (or other electronic process).

Upon any changes to the policy and/or procedure relating to Payroll Administration shall be communicated, in writing, to all affected personnel via electronic mail, intranet posting, or other standard communication medium. In addition, area management shall update all Policy Manuals.

Shortages in an employee's paycheck resulting from an Employer or employee error shall be corrected by a manual check or direct deposit as soon as possible but no later than five (5) business days (Monday – Friday) after discovery or notification of such error, provided such shortage is more than \$100.00. Errors less than \$100.00 shall be corrected on the employee's next regularly scheduled paycheck.

The Employer will notify the affected employee when the manual check is ready for pick-up at the Employee's appropriate human resource department or arrange for overnight delivery to the employee's residence at the employee's discretion.

## Article 40 – Compensation

## Wage Adjustments

Effective the first full pay period after November 1, 2019, all EMTs and Paramedics shall be placed into the greater of a) their respective step on the pay scale based upon completed years of service, or b) the step immediately above their current rate of pay, such that no employee is reduced in wages.

Employees with greater than twenty (20) years of service shall be placed into Step 20 provided the placement provides for at least a three (3%) increase. If the placement does not equate to a 3% increase, the employee shall be placed in Step 20 and receive in the difference between the placement and 3% in a one-time % increase equaling 3% overall. If the employees current wage exceeds Step 20, the employee shall receive in lieu of a step increase a one-time lump sum payment equal to 3% based on the previous years scheduled base earnings. Thereafter for the life of the Agreement employees who are already at the top of their wage scale or above shall receive in lieu of an hourly rate increase a lump sum payment of 3% based on their previous years scheduled base earnings.

Employees shall progress through the wage step scale, increasing steps for each employment anniversary. Wage adjustments shall be effective the first full pay period following the employee's anniversary date.

For calendar years 2021 onward, Step 0 is an anticipated increase in minimum wage based upon prior CPI data. In the event that the state increase in minimum wage is above the values listed, the starting 2456 rate for that year shall be the new minimum wage. In addition, each Step on the 24/56 wage scale shall be appropriately adjusted.

#### **Nurse Wages**

Effective November 1<sup>st</sup> all nurses will be moved into the step scale based upon their current applicable hourly rate of their assigned schedule. Nurses shall progress through the step scale upon employment anniversary.

## **Promotional Pay Adjustment**

Employees who are promoted to a higher classification shall move to the entry level of the new pay scale or the next highest step on the new pay scale provided such move is at least a five (5%) percent increase.

#### **Transfer Pav**

Employees who transfer into the bargaining unit from another AMR operation shall be placed into the step at or immediately above their prior rate of pay.

## Field Training Officer (FTO) Pay

Employees who meet the FTO job description qualifications and are selected by the Employer to be FTOs will receive an hourly rate adjustment of five (5%) for as long as the Employer determines a need exists for such employee's services as an FTO. The Employer reserves the right to remove an employee from FTO status at its discretion.

## **On Call Status Pay**

In the event a need exists for employees, on a voluntary basis to be "On Call" the Employer may elect to post and staff a "On-Call" crew for a period of 12 hours. Each employee in an "On Call" status shall be paid at a rate of \$50.00 for a 12-hour shift on call not to exceed 12 hours. In the event the "On-Call" crew is needed, they shall report to the respective station within 90 minutes from initial receipt of the call or when message is left. In the event the employee does not pick up the phone or respond within 10 minutes of the call it shall count against their monthly attendance percentage and the employee shall forfeit their on-call pay. Each employee shall be paid their 1242 hourly rate at straight time, unless already in an Overtime status. Employees shall sign up for the "On-Call" position using the Employer's scheduling software.

## **Associate Supervisor Status and Pay**

Employees selected by the Employer to act as an Associate Supervisor shall receive a five (5%) differential above their hourly rate of pay for all time worked in the capacity as an Associate Supervisor.

### **Longevity Pay**

Every December 1st and June 1st of each year, employees who have completed at least ten years of full-time service but less than 15 years of full-time service shall qualify for \$100.00 for each year of continuous full-time service in excess of nine years.

Employees that have completed fifteen or more years of full-time service shall receive \$150.00 for each year of continuous full-time service in excess of nine years, up to a semi-annual maximum of \$3,000.00 and an annual maximum of \$6,000.00.

Employees on industrial leave shall qualify for this payment only the first six (6) months of industrial leave.

Payments will be made to employees who are active as of the date payment is made. Payments will be paid no later than thirty (30) days after the qualifying date. An employee must be in good standing as of the qualifying date to receive longevity pay.

Good standing shall be defined as not currently exceeding the written level for prior actions during the prior six (6) month period.

#### **Unit Utilization Bonus**

Crew members who exceed a unit hour utilization (UHU) above 0.45 shall be compensated an additional \$50.00 per qualifying shift.

# Article 41 – LONGEVITY (COMBINED WITH 40)

## Article 42 – Retirement & 401k Funding

### 401k Funding

The Employer shall provide the following 401k match for employees who chose to participate in the Company's 401k plan:

- (a) Employees hired after the signed execution of this Agreement shall be automatically enrolled in the Employer's 401k plan. The employee shall contribute a minimum of 3% of their per payroll period wages and the Employer will make a matching contribution equal to 50% of each eligible employee's Elective Contribution for the payroll period that does not exceed 6% of the employee's wages for the payroll period. Employees may opt out of the automatic enrollment or increase/decrease their voluntary contributions.
- (b) For employee's hired after March 1st, 2016 The Employer will make a matching contribution equal to 50% of each eligible employee's Elective Contributions to his/her 401(k) plan for the payroll period that do not exceed 6% of the employee's wages for the payroll period.
- (c) For employee's hired prior to March 1, 2016 who as of that date had less than five (5) years of employment The Employer will make a matching contribution dollar for dollar of each eligible employee's elective contributions to his/her 401(k) plan for the payroll period that do not exceed 5% of the employee's wages for the payroll period.
- (d) For employee's hired prior to March 1, 2016 who as of that date had five (5) years but less than 10 years of employment The Employer will make a matching contribution dollar for dollar of each eligible employee's elective contributions to his/her 401(k) plan for the payroll period that do not exceed 6% of the employee's wages for the payroll period.
- (e) For employee's hired prior to March 1, 2016 who as of that date with ten or greater years of employment The Employer will make a matching contribution dollar for dollar of each eligible employee's contributions to his/her 401(k) plan for the payroll period that do not exceed 7% of the employee's wages for the payroll period.

The parties agree that the Employer shall not match Elective Contributions that are catch-up contributions (i.e. contributions in excess of plan and legal limits that can be made by participants who are at least age 50).

## **Defined Benefit Pension Plan**

Any individual employed into a bargaining unit position on or after March 1st, 2016 shall not be eligible for participation in the Local I-60 defined benefit pension plan.

Effective on June 30th, 2016, the Local I-60 defined benefit pension plan shall be frozen for all participants.

Effective after June 30th, 2016 covered employee's service time shall continue to count toward an employee's vesting time but shall not count toward credited service under the plan.

Nothing in this Agreement shall prohibit the Employer from terminating the plan.

## Article 43 – Healthcare & Insurance

#### **Insurance Benefits**

The Employer agrees to offer all eligible full-time employees covered by this collective bargaining agreement a sponsored benefit plan that may include the following coverage, on a pretax basis, where applicable: Health, Dental, Vision, Basic and Supplemental Life, Basic and Supplemental Accidental Death and Dismemberment (AD&D), Short Term Disability, Long Term Disability and Health Savings Accounts. Full-time employees shall be eligible to participate in benefits plan on the first day of the month following thirty (30) consecutive calendar days of full-time employment.

## **Plan Changes**

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

#### **Medical Insurance**

For calendar years 2019, the Employer shall maintain the current medical plans and premium cost shares through and including December 31, 2019.

Effective beginning January 1, 2020 and for the remainder of the Agreement, medical plan coverage shall be the following plans: BC/BS CDHP 2000 plan; BC/BS CDHP 1500 plan and the BC/BS PPO 750 plan.

Effective January 1, 2020, medical plan premium cost shares shall be as follows:

Plan Name / Type	Employee Contribution	Employer Contribution
PPO 750	25%	75%
CDHP 1500	25%	75%
CDHP 2000	25%	75%

#### **Dental Insurance**

Effective for the life of this Agreement, the Employer will maintain the current dental plan premium cost shares.

#### **Vision Insurance**

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

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

The Employer shall provide a long-term disability plan, at no cost to the employee, that includes a one hundred and eighty (180) day elimination period and replaces sixty percent (60%) of an Employee's annual base salary, excluding, bonuses and commissions.

The Employer shall pay one hundred percent (100%) of the long-term disability premiums for eligible full-time employees.

## **Group Term Life and Supplemental Life**

Basic life insurance equal to one hundred percent (100%) of annual base salary, excluding bonuses and commissions. The Employer agrees to pay one hundred percent (100%) of the premiums for basic life insurance for eligible full-time employees. Minimum benefit coverage of \$50,000.

Additionally, the Employee may purchase supplemental life insurance for the employee and/or spouse and/or dependent(s). The Employee shall pay one hundred percent (100%) of the supplemental insurance premiums through after-tax payroll deductions.

## Accidental Death and Dismemberment Insurance (AD&D)

Basic AD&D insurance equal to one hundred percent (100%) of annual base salary (minimum of \$50k), excluding bonuses and commissions. The Employer agrees to pay one hundred percent (100%) of the premiums for basic AD&D insurance for eligible full-time employees. Minimum benefit of \$50,000 in coverage.

Additionally, the Employee may purchase supplemental AD&D insurance for the Employee and/or spouse and/or dependent(s). The Employee shall pay one hundred percent (100%) of the supplemental insurance premiums through after-tax payroll deductions.

## **Short Term Disability (STD)**

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

## **Liability Insurance**

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

## **Health Savings Accounts**

The Employer shall allow employees to defer up to the maximum allowed by federal law per calendar year on a pretax basis per IRS Section 125 guidelines for the purpose of paying for dependent care cost for qualified dependents. The dependent care provider will be at the discretion of the employee; however, the employee must receive and present the third-party administrator with receipts for dependent care services and the tax identification number of the provider.

The Employer shall allow employees to defer up to the maximum allowed by federal law per calendar year on a pretax 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.

# Article 44 – Holiday Pay

The following eight (8) days are Company designated holidays:

- (a) New Year's Day
- (b) Memorial Day
- (c) Independence Day
- (d) Labor Day
- (e) Thanksgiving Day
- (f) Christmas Eve
- (g) Christmas Day
- (h) New Year's Eve

The Holiday begins at Midnight and runs through the following midnight of the Holiday.

Employees who work on a recognized holiday shall receive "holiday pay" equal to an additional one half (.5) their applicable hourly rate of pay for hours worked between 0000 and 2359 hours on the designated holiday. However, at no time shall an employee's pay on a holiday exceed two (2x) times the employee's regular rate of pay.

Should the Employer choose to eliminate regularly scheduled shifts for full-time employees on a holiday, the Employer will seek requests for voluntary time off at least forty-eight (48) hours prior to the holiday. Employees who are granted their voluntary time off request may use accrued PTO for the time off or take the time off as leave without pay solely at the employee's option.

If a sufficient number of employees do not voluntarily request time off, the Employer may involuntarily reduce staff for the holiday. Units will be reduced by operational need based on shift, day or night, in order of combined crew seniority (least senior crew first) continuing until the necessary number of shifts are reduced. Employees who are removed from a shift prior to reporting to work may use accrued PTO for time off or take the time off as leave without pay solely at the employee's option. Employees who are removed from a shift after reporting to work shall be paid for all hours actually worked on the holiday as specified above or paid no less than two (2) hours,

Vacation requests for holidays must be submitted pursuant to Article 22 (Paid Time Off).

To be eligible for holiday pay employees must work, if scheduled the day before and/or after, the holiday (excluding any approved leaves, e.g. FMLA, PTO, ICA, etc). There shall be no pyramiding of overtime on a holiday to exceed two (2x) the employee's regular rate of pay.

# Article 45 – Mileage Allowance

Employees required to use their private automobiles for Employer business or as a necessity in changing stations shall be reimbursed for their travel, upon submission of a mileage reimbursement request. Said reimbursement shall be paid based on the Employer's Travel and Expense Policy.

Employees who are required to report to an alternative work location to cover another vacant shift shall be allowed to submit expense reimbursement for miles traveled to/from their new assignment location provided such distance is greater than forty (40) miles roundtrip.

The Employer shall process and remit reimbursements within thirty (30) calendar days from the Employee's submission date.

# Article 46 – Mental Health & Employee Assistance Program

The Employer shall maintain a Critical Incident Stress Management (CISM) program and provide appropriate training to maintain a functional team.

CISM team members who are requested to provide support outside of their scheduled working hours shall be compensated as hours worked for team activation, peer support services, training, meetings, etc. Such compensation shall be at the employee's appropriate 40 hour pay rate (e.g. Kronos 0840/1040).

An Employee Assistance Program will be available to employees in accordance with the Employer's EAP Policy in effect at the time the employee makes a request for services.

# Article 47 – Continuing Education and Training

The Employer and Union agree that it is the bargaining unit employee's responsibility to maintain the necessary certifications and/or licenses to function within their job classification. This shall include ensuring that all continuing education requirements established by medical direction and/or Arizona Department of Health Services (ADHS) are met allowing an employee to maintain their certification/license. Failure to maintain certification/license shall result in termination pursuant to Article 48 of this Agreement. All expenses associated with obtaining the appropriate continuing education and maintenance of certification/license shall be borne entirely by the employee, however, such costs for continuing education (e.g. course fees, book fees) shall be reimbursable provided such classes are not offered by the Employer within one hundred eighty (180) days prior to the employee's expiration date on a schedule which does not require the employee to suffer any loss of wages, or where such class is not offered locally (e.g. Paramedic Refresher Course in Tucson).

The Employer shall sponsor or provide, free of charge to the employee, the following courses:

- (a) Paramedic Refresher Course, (excluding Tucson)
- (b) EMT Refresher Course
- (c) AHA Basic Life Support Course (Healthcare Provider CPR)
- (d) AHA Advanced Cardiac Life Support
- (e) AHA Pediatric Advanced Life Support
- (f) NAEMT Pre-Hospital Trauma Life Support (PHTLS)\* or ITLS
- (g) NAEMT Advanced Medical Life Support (AMLS)\*
- (h) NAEMT Emergency Pediatric Care (EPC) OR AAP Pediatric Emergencies for Pre-Hospital Providers (PEPP)\* or similar pediatrics course

The Employer may require employees to attend or participate in mandatory training (e.g. OSHA, HIPPA, etc). Employees shall attempt to complete such training while on-duty. Should an employee not be able to complete the required training (e.g. high call volume, limited computer access), the employee may request approval from Operations Manager to complete the training from home. If approved, the employee shall be paid at the 40-hour pay rate (e.g. 0840/1040). Employees shall be paid one-hour per module that has been approved to be completed from home.

The Employer may also require mandatory attendance to other training programs or station meetings or area familiarization and education required by contracted customers, the employee's Medical Director, or the Administrative Medical Director of the Company. Employees will be paid their special duty 40-hour wage (e.g. Kronos 0840) as hours worked while attending the training. However, such training must be approved in advance by the Regional Director or his/her designee.

<sup>\*</sup>These courses are only available in Tucson, Arizona at the time of this contract execution. Should these courses be offered in additional locations (e.g. Mesa) after execution of this Agreement, bargaining unit members shall be permitted to attend free of charge.

# Article 48 – Licensure, Accreditation, and Certification

All employees are required to maintain the appropriate licenses and/or certifications, for the performance of their job responsibilities. It is the employee's responsibility to renew all required certifications, licenses prior to their expiration date. Proof of such renewal shall be submitted using the Employer's electronic application or to the appropriate representative as designated by the clinical department no later than seven (7) calendar days prior to the expiration date(s).

Employees who have not provided proof of their certification and/or license renewal within seven (7) calendar days prior to the expiration date shall cause the employee to be removed from the schedule. Once the employee has provided an up-to-date certification and/or license the employee shall be returned to the their regularly scheduled shift, within forty-eight (48) hours of receipt of a validated certification and/or license. Other employees who pick up voluntary overtime to cover vacancies created by expiring or expired certifications shall be removed from the overtime shift when the regularly scheduled employee has been cleared to return to work. The displaced personnel shall be given an opportunity to fill another vacancy or declining it at no penalty.

Employees who turn in their licensure and/or certification after they were removed from the schedule will be allowed to pick up open shifts and special events once the employee's license and/or certification has been validated.

Failure to maintain such licenses and/or certifications may result in corrective action, up to and including discharge. It is the responsibility of each individual employee to ensure that all licenses, certificates, are maintained. The costs of recertification (i.e. Arizona Department of Health Services, National Registry of Emergency Medical Technicians, Arizona State Board of Nursing) shall be the sole responsibility of the employee.

All certifications and or licenses are deemed valid up to the date of expiration.

Employees who perform work duties without the required government license or certificate, shall be subject to discharge. Employees who notify the Employer prior to the expiration or loss of a required license or certificate shall be given thirty (30) calendar days to obtain a current and valid license or certificate. Employees whose required license or certificate is not renewed within thirty (30) calendar days shall be cause for separation from employment.

Employees whose state or local license is temporarily suspended by a state or local agency may be placed on unpaid administrative leave for a maximum of ninety (90) calendar days. Employees may utilize accrued PTO solely at their option during any portion of the suspension. Employees shall be required to have all licenses or certifications, up to date at the conclusion of the suspension. Failure to maintain such licenses or certifications, shall be cause for separation from employment.

Employees on an approved personal leave of absence (PLOA) shall be required to have all licenses and/or certifications up to date prior to returning from leave or may be subject to separation from employment. Employees on approved FMLA or Workers Compensation Leave shall be required to have all licenses and/or certifications up to date by no later than thirty (30) calendar days following the expiration of the leave or may be subject to separation from employment. Employees returning from Military leave shall be required to have all licenses and/or certifications up to date by no later than sixty (60) calendar days following the expirations of the leave or may be subject to separation from employment. However, at the Employer's option, the Employer may extend this period beyond sixty (60) calendar days to accommodate individual circumstances. Employees shall not be allowed to work until they have presented all valid and current licenses and/or certifications to the Employer.

## Article 49 – Tuition Reimbursement

To assist employees in developing and learning new skills through educational institutions or programs, employees may participate in a Tuition Reimbursement Program designed to lead to an Associate, Bachelors, Masters or PhD, or a certificate program related to the employee's current or prospective job classification (e.g. paramedic school).

Eligibility to participate in the program will be restricted to the following:

- (a) Successful completion of the employee's probationary status
- (b) Courses must be offered through an accredited academic educational institution.

Courses must be deemed relevant to the current or prospective role.

Approval may be denied at management's discretion based upon such factors as staffing needs, financial condition, and/or the employee's performance.

## **Higher Education Reimbursement**

Employee's seeking tuition reimbursement shall submit all requests in writing to the Regional Director identifying the courses and the educational institution. Requests for tuition reimbursement must be submitted to the Regional Director for approval no later than sixty (60) days prior to the beginning of the employees first class.

Requests will be considered based on a first come first serve basis distributed as follows:

- (a) Four (4) for southern Arizona
- (b) Six (6) for central Arizona

Distribution may vary based on the number of requests received by area based on a first come first serve basis.

Upon presentation of successful completion of the approved courses, the employee will be reimbursed for the cost of the course, books and lab fees based on invoice from the course provider.

Successful completion of a course means achievement of a grade of "B" or higher or a "pass" when the course is only offered on a pass/fail basis. When an employee does not successfully complete a course or fails to provide proof of successful course completion, he/she will not be eligible for reimbursement.

The Employer will approve up to a maximum of ten (10) students per year to receive tuition reimbursement toward a degree of higher education.

The maximum amount of reimbursement under this Program is \$2,500.00 per employee per fiscal year (January 1 – December 31). The Regional Director must approve all application and/or exceptions in advance and in writing.

#### **Payment Processing**

The following documents must be sent to the Human Resource Manager for final payment approval to ensure the employee has not exceeded the \$2,500.00 per year allowance.

Reimbursement shall be processed within thirty (30) calendar days following submission of the following:

- (a) The original Request for Tuition Reimbursement form signed by Regional Director.
- (b) Copy of the successful completion of a course as stated in paragraph # 2 above.
- (c) Copy of the paid invoice from the course provider.
- (d) A completed and approved Expense Reimbursement form.

### **Paramedic School Assistance**

To promote and elevate current employee's interest in becoming Paramedics, the Employer shall offer the following:

- (a) The Employer shall pay for all tuition costs above any grants or scholarships received by the employee to attend paramedic school up to twenty- five (25) employees across the bargaining unit.
- (b) Employees in an accredited paramedic program shall be removed from their regular shift and shall receive an additional sixteen (16) hours of pay at their Kronos 1242 rate of pay each week, provided that the employee works a minimum of twenty-four (24) hours per week. Employees participating in this program shall be paid their 1242 rate for all hours worked.
- (c) To help ensure that employees in this program maintain their minimum hour requirement, they shall be permitted to fill vacant shifts up to twenty-four (24) hours prior to enacting the overtime process in Article 57 (Hours of Work and Overtime). Nothing shall prohibit or restrict employees from working additional hours or overtime.
- (d) To complete the required ride time, employees who successfully complete their classroom and clinical phase will be placed on an appropriate shift and paid at their regular rate of pay while riding as a third.

Employees who are approved to participate must execute a minimum work requirement contract with the Employer guaranteeing that upon completion of the paramedic program the employee will remain and work as a paramedic for a minimum of three years, absent any separation for cause by the Employer.

## **Separation of Employment**

In the event an employee separates from the Employer (except due to job elimination) or converts to part-time status within 12 months from the date of course completion, he/she must reimburse the Employer for any payments made to the employee under this Program. The Employer reserves the right to withhold the amount of any tuition owed pursuant to this Program from an employee's paycheck as permitted by local and state laws.

## Article 50 – Wellness-Fitness Initiative

The Employer recognizes the value of a health and energetic workforce as a wellness initiative, and encourages employees to participate in physical training in a safe and professional manner.

Employees physically training on-duty are responsible for responding to all assignments in accordance with established response-time guidelines.

While physically training on-duty, employees shall conduct themselves in a safe and professional manner.

Employees are not permitted to participate in full-contact or tackling sports, or competitive or exhibition weight lifting while on-duty.

Employees are encouraged to consult their personal physician prior to beginning or participating in any exercise program.

The Employer and the Union shall each allocate \$2,000.00 per year toward the development or use to enhance employee wellness. The Labor/Management committee shall be empowered to determine the best utilization of the funds.

# Article 51 – Meal Periods and Employee Requested Posting

The Employer and the Union recognize that it is important for employees' health to be given an opportunity to eat during their shift.

Due to the nature of the Employer operations, the need for Employer services will vary widely with each scheduled workday, and there are instances when Employees cannot be completely relieved of all duties during a meal period. To allow for these circumstances, the Union, on behalf of the Employees, has agreed to designate meal periods as "on-duty," and the Employer has elected to provide paid meal periods without any deduction of time at the Employee's regular rate of compensation.

Employees understand that, due to the nature of the Employer's operations, there are occasions when Employees will be required to respond to emergency and non-emergency calls during their meal period and/or occasions in which the meal period will be otherwise interrupted.

Employees are encouraged to request meal periods and good faith efforts will be made by the Employer to provide, and to avoid interrupting, a requested meal period. However, meal periods may be interrupted by emergency calls, non-emergency calls, post moves, or when operationally necessary. Employees are encouraged to notify their supervisor and/or communications to arrange for a reasonable time for a brief meal period.

## Article 52 – Uniform & Appearance

Employees shall be required to wear as a uniform, a dark blue AMR polo shirt, long pants, and black boots with safety toe protection.

Employees shall be permitted to wear uniform t-shirts on holidays recognized by this Agreement, weekends (i.e. 1800 Friday through 0600 Monday), and on other designated days as determined by the Employer provided that both crew members to an assigned unit are wearing the same shirt type.

Nothing in this Article shall prevent or prohibit employees from voluntarily wearing a Class B (button-up shirt with badge, name plate and appropriate patches) provided that both crew members assigned to a unit are in matching shirt types. Should there be a disagreement between crew members, the default appropriate shirt shall be a polo shirt.

Hair should be no longer than shoulder length, should be clean and combed at all times. If hair extends beyond shoulder length it should be tied back and secured away from face when providing patient care.

Facial hair, if chosen to be worn, should be trimmed and well kept. Employees shall not have facial hair that may interfere with a respiratory fit test.

Due to safety concerns any jewelry worn should not dangle from the body, including earrings and necklaces. Excessive jewelry or any facial piercings may be evaluated for inappropriateness on a case by case basis. Fingernails or any other accessories must not interfere with job duties at any time.

All clothing must be worn in a presentable and professional manner and represent the appropriate uniform.

Any perfume or cologne, if worn, must be conservative in nature.

If temporarily assigned to an office environment, employees are expected to wear the regular uniform unless otherwise directed by a superior.

Appropriate undergarments shall be worn at all times.

Visible tattoos shall not include any profanity, nudity or any other offensive material. If deemed inappropriate by local management and HR the employee shall be asked to cover the tattoo with a long sleeve shirt or a tattoo sleeve that is black, white, tan or navy. Facial tattoos are not permitted.

### Article 53 – Uniforms Allowance & Allotment

The Employer shall provide the necessary uniforms for employees to perform their job functions. In addition, the Employer, at no charge to the employee, will replace all damaged or contaminated uniforms. Intentional damage to uniforms may result in disciplinary action, up to and including discharge.

The following uniform components will be issued by the Employer to all new hire employees as indicated:

- (a) Full-time employees shall be provided with five (5) navy blue polo-style uniforms with AMR logo (inclusive of heat patches); (either long or short sleeved).
- (b) Part-time employees shall be provided with two (2) navy blue polo-style uniforms with AMR logo, (inclusive of heat patches) (either long or short sleeved).
- (c) Full-time employees shall be provided with five (5) navy blue EMS style duty pants.
- (d) Part-time employees shall be provided with two (2) navy blue EMS style duty pants.
- (e) All new hire employees shall be provided with the following additional uniform components:
  - 1) One (1) cold weather (tundra type) jacket or three seasons type jacket (employee's discretion);
  - 2) Hat (baseball cap or beanie, at employee's discretion);
  - 3) Black Belt (of employee's discretion).
  - 4) One pair of boots w/ protective safety toe (Timberland Pro Valor Duty 6" or 8", employee's discretion)

#### **Replacement of Worn Uniform Components**

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

#### **Optional Uniforms**

Notwithstanding the provisions outlined above, employees may, at their discretion, purchase additional optional items within the national AMR uniform shop.

#### **Uniform Stipend**

Full-time and part-time employees on the active payroll as of the ratification date of this Agreement shall receive, on the employee's employment anniversary date following January 1 2020, 44, a one-time stipend of \$350 (gross) for the purchase of Company approved footwear and other uniform items. An additional one-time payment of \$350 (gross) for the purchase of Company approved footwear and other uniform items shall be paid on the employee's anniversary date in calendar year 2022.

Employees hired after ratification of this Agreement shall receive, on the employee's employment anniversary date following January 1, 2021, a one-time stipend of \$350 (gross) for the purchase of Company approved footwear and other uniform items.

The Employer shall maintain the credit-based system from the 2016-2019 Collective Bargaining agreement until December 31<sup>st</sup>, 2019 for employees hired prior to ratification of this agreement.

#### Biohazard Contaminated Uniform and Personal Protective Equipment Servicing

Employees who have a Biohazard contaminated uniforms shall attain a new uniform following the process outlined above under replacement of worn uniform items section of this Article.

Employees who promote in certifications or licensure shall be given five (5) new appropriate polo shirts in exchange for their prior certification uniform polos, two certification patches, and two certification employer patches.

Registered Nurses shall wear the same uniform items but with an RN designator/patch identification on the item.

A list of Company approved uniform items shall be reviewed by the Labor Management Committee, taking into consideration the availability of products from the Vendor(s). The Company will utilize its best effort to get comparable items on the approved uniform items list which existed at the time of ratification of the agreement.

Upon terminating employment, employees shall return all of their uniforms which contain the Company logo back to the Company. All other uniform items such as pants, belts, boots, etc. which do not contain the Company logo shall be kept by the employee. The returned used uniform items shall not be distributed back to the work force as sold as new.

# Article 54 – Posting Plans

The Parties understand that efficient and effective posting plans lead to improved response requirements, and providing high quality customer and patient care. As such, the Parties will make a good faith attempt to ensure there is a full discussion between the parties pertaining to any modification to existing posting plans.

The Employer agrees to provide a copy of the proposed posting plan to the Union in advance of its implementation and shall meet, upon request with the Union, to address any identified concerns and bargain any identified impact issues resulting from any changes to the posting plan, within two (2) business days from the notice provided to the Union.

Any proposed changes to the posting plan shall be communicated to the Union via e-mail to the Union's President and respective Vice President.

Should the Union waive the right to meet and bargain or be unable to meet within the two (2) business day window the Employer shall have the right to proceed.

The Employer will make all efforts to return twenty-four (24) hour units to their station location when not on an assignment. Whenever possible, the Employer shall utilize day-trucks (e.g. 12-hour units) for street-corner posting.

In the event of an emergency as deemed by the Employer, the Employer shall be allowed to implement changes with less than a two (2) business day notice to the Union.

# Article 55 – Staffing and Attendance

#### **Policy**

Due to the nature of providing emergency medical services, employee attendance is critical, as it benefits our patients as well as our coworkers. This procedure has been established to enable the Company and field employees to maintain our level of excellence and consistent staffing for all field assignments.

#### **CLOCKING IN/OUT**

It is each employee's responsibility to accurately record all hours worked.

Employees may clock in up to 7 minutes prior to their scheduled start time. All punches that occur after 7 minutes after the scheduled start of the employees shift, are considered tardy and must include a detailed reason for the late punch.

Employees must clock out at the end of their scheduled shift. All punches created after end of shift must include a detailed reason for the late punch. Late out punches due to a late call must include a run number.

Employees may clock in/out on a company computer, timeclock, or personal cell phone so long as they are on company property or at a management designated clock in area at the time of the punch. The only exception to this is Company approved assignments that occur off site, for which employees may punch in upon arrival at the designated work area. Employees must be ready to work and in uniform prior to clocking in.

If the timekeeping software is down, the employee should report their inability to clock in to their Supervisor via email within two (2) hours of the start of their shift. It is the employees responsibility to correct the punch at the end of their shift after punching out. If the employee fails to clock in AND out for their shift, any missed punches shall be corrected via an email to their supervisor and timekeeping at the end of their shift. The email must include employee's name as it appears on their pay check, employee id, date of the error and error details. Missed punches the result of Kronos being unavailable/inaccessible shall not be grounds for corrective action. Missed punches the result of Kronos being unavailable/inaccessible that are not corrected shall be grounds for corrective action.

Employees must maintain accurate punches. Employees who fail to maintain accurate punches shall be subject to corrective action as indicated below.

#### ABSENCES, CALL OUTS, AND TARDIES

When calling out for a shift, employees are required to call in directly to their Operations Supervisor a minimum of two (2) hours prior to the start of the assigned shift.

Any employee who will not be ready for their shift when the shift begins will be considered tardy and must notify the Operations Supervisor. If an unexpected emergency causes an employee to be late for work or leave a shift early, the employee must contact their Operations Supervisor, to notify of the need to be late or leave the shift. The employee will advise the nature of the emergency and the estimated time of their arrival or when they need to leave the shift. Absent any other legal requirements, this will not excuse the tardy or call out but will ensure that Company operations are not interrupted.

It is the expectation of the Company that all employees will be on time and present for 90% of their shifts in a calendar month. If an employee calls out for multiple shifts, each shift will be considered an individual call out.

#### Bonus Eligibility:

- (a) Employees must work a minimum of 50% of their regularly scheduled shifts.
- (b) Absences as a result of any approved leave or PTO shall not count against the overall percentage.
- (c) Employees who have 100% attendance shall receive a bonus per month following the below structure:: 100% \$250 Bonus

Part Time employees will be evaluated based on a quarterly review period and are entitled to the following quarterly bonus.

(a) 100% - \$150 Bonus

Accrued Sick Leave may be used when an employee is absent from an assigned shift not addressed by another leave type (e.g. bereavement, etc). Should the employee not elect to use accrued sick leave, accrued Paid Time Off (PTO) shall be used in its place. Call outs must be for a complete shift for shifts of less than twenty-four (24) hours or twelve (12) hours (top/bottom) (front/back) for 24-hour shifts.

#### SHIFT ABANDONMENT

All employees are required to remain on duty during their scheduled times. If an emergency occurs during that time, the On-Duty Operations Supervisor must be notified immediately.

Any employee leaving an assignment, absent a reason regulated by law (e.g. AZ Sick Law), without proper notice to and permission from the Supervisor, will be considered to have abandoned their assignment.

Any employee who calls out after having their job assignment changed for the shift will be considered a shift abandonment. In the event of an unforeseen emergency the employee may seek an exception by the Regional Director Operations Manager based on verifiable documentation. To support an exception, documentation must be provided prior to the end of the following pay period

#### NO CALL/NO SHOW

Any absence not reported to a Supervisor within the first 2 hours of the start of an assigned shift, shall be considered a no call/no show.

#### CORRECTIVE ACTION

Employees shall be subject to corrective action as follows:

- (a) Verbal Warning
- (b) Written Warning
- (c) Last and Final Written Reprimand
- (d) Termination

An employee shall be subject to corrective action for all absences and tardies, which are not covered by other approved leave types (e.g. FMLA, Military, Bereavement, etc) when any of the following qualifying events occur. Shifts which were covered using Arizona's accrued sick leave shall not count towards disciplinary actions.

#### Each month below 90%, in a rolling twelve (12) months

- (a) 1st Month = Verbal Warning
- (b) 2nd Month = Written Warning
- (c) 3rd Month = Last and Final Written Reprimand
- (d) 4th Month = Termination

#### No Call/No Show/Shift Abandonment

- (e) 1st Offense = Final Written Warning
- (f) 2nd Offense in a rolling 12 months = Termination

#### Missed Punches

Employees shall be subject to corrective action for any month the employee misses greater than 6 missed punches. Corrective action shall progress from month to month over a 12 month period, excluding an employee who reaches a level of a Last Final Reprimand whereby the period of continued corrective action shall be 24 months.

- (a) 1st offense = Verbal Warning
- (b) 2nd offense = Written Warning
- (c) 3rd offense =Last Final Written Reprimand
- (d) 4th offense = Termination

### Article 56 – Promotion

Employees who increase their certification or qualification may be required to function in their previous capacity until such time as staffing levels permit an additional employee at their new level. In no event shall an employee obtaining a higher level of certification result in termination or discharge.

Upon validation of promotion to a higher-level certification, employees shall be paid at the appropriate rate effective the pay period in which the training and/or orientation began for the new job classification.

Mandatory training required for the promotion (e.g. medical director orientation, pump/vent training) shall be paid at the applicable training rate of the promotion in accordance with Article 47 (i.e. 40-hr rate).

### Article 57 – Hours of Work & Overtime

Full-time bargaining unit employees are employees who are regularly scheduled to work a schedule which averages to forty (40) hours per week or be on an approved leave for such regular schedule.

Part-time bargaining unit employees are employees who work less than forty (40) hours per week and who must work a minimum of twenty-four (24) hours per month.

Where available and applicable, the Employer may establish scheduled shifts which part-time employees may be assigned to a regular shift through a shift bid process.

Part-time employees who do not meet the minimum monthly hour requirement for either: two (2) consecutive months or for any (3) three months in a twelve-month period, will be considered to have abandoned their assignment and automatically separated from employment. No employee shall be approved or denied overtime based on that employee's hourly wage.

No employee shall be permitted to work more than forty-eight (48) consecutive hours. Employees who work shifts without the ability to rest (i.e., no bed or sleeping area access) shall not be permitted to work more than twenty-four (24) hours. Employees must have a minimum of eight (8) hours off in-between any additional shifts.

All open or available shifts shall be posted to employees using the following process:

Other than the exceptions contained in Article 67, the Employer will assign, through its electronic scheduling system, overtime for open shifts on a first-come first-serve bases. Should two employees submit requests for the same shift at the same time, the shift shall be awarded to the person with the most bargaining unit seniority.

Overtime shall be processed within forty-eight (48) hours from the request and a minimum of twelve (12) hours prior to the start of the shift unless mutually agreed upon between the Employer and the Employee. It is the responsibility of the employee to monitor the Employer's scheduling system to determine whether their overtime shift has been approved.

Employees that arrive at work and are cancelled shall be assigned to another open shift within the same business unit, if the same or similar vacancy exists in the business unit. If a same or similar vacancy does not exist in the same business unit, the employee shall be assigned into another business unit if a same or similar vacancy exists. Should no vacancy exist the employee will be released from the remainder of his/her shift. If the employee is not assigned to an open shift the employee shall be compensated the greater of the actual hours worked, or a flat rate of two (2) hours as hours worked.

Employees on an unscheduled overtime shift that arrive at work and are cancelled shall be assigned to another open shift within the same business unit, if the same or similar vacancy exists in the business unit. If a same or similar

vacancy does not exist in the same business unit, the employee may elect to fill a vacancy in another business unit if a same or similar vacancy exists or the employee will be released from the remainder of his/her shift. If the employee is not assigned to an open shift the employee shall be compensated the greater of the actual hours worked, or a flat rate of two (2) hours as hours worked.

In the event a shift is be to cancelled employees who are on overtime shall be reduced prior to any employee who is working their normal schedule.

# Article 58 – Sub-Contracting of Work

The Employer agrees to notify the Union of any instances that the Employer wishes to sub-contract work performed by bargaining unit employees.

The Employer agrees to negotiate with the Union any sub-contracting that the Company may wish to engage in.

Sub-contracting shall not result in the layoff of bargaining unit employees, unless there would be an equal or greater loss of bargaining unit jobs without engaging in sub-contracting. The Employer agrees to meet with the Union to mitigate the impact of the layoff, if any.

The Employer agrees to limit the use of sub-contracted labor to units which the Employer is unable to fill with bargaining unit employees, or to units that are required to be staffed by contracted labor as a condition of a service contract between the Company and a customer.

Nothing in this Agreement shall limit the Employer form using Advanced Contract Labor (i.e. third-party agencies providers who's employers are compensated for acting as an additional provider during a transport).

# Article 59 –Co-Staffing of Special Events

The parties agree to work towards a creative solution whereby special events may be staffed in a first-come first-served manner irrespective of bargaining unit. However, until such time a solution is implemented, special events shall be staffed by alternating (i.e. round-robin) between bargaining units, except that NASCAR, Cardinals, and Country Thunder shall remain the exclusive jurisdiction of the United Emergency Medical Professionals of Arizona d/b/a Local I-60 of the International Association of Fire Fighters, AFL-CIO. In the event these events are not fully staffed twenty-one (21) days prior to the event, the event may be staffed by any bargaining unit's personnel.

# Article 60 – Transfers (Moved to 65 Shift Bids – No longer required)

# Article 61 – Seniority

### **Employer Seniority**

Employer seniority shall be defined as the total consecutive time from an employee's most recent hire date with the Employer.

Employment voluntarily reinstated within thirty (30) days, or employment reinstated via the grievance or arbitration process, shall not be considered a break in service.

Employer seniority shall be used for the purposes of calculating accrued benefits (e.g. vacation, sick) in accordance with the provisions of this Agreement and any applicable benefit plan definitions.

#### **Bargaining Unit Seniority**

Bargaining unit seniority shall be defined as the total time an employee is employed in a bargaining unit position, as defined in Article 1 (Recognition), provided that there is no separation of employment longer than thirty (30) days absent a grievance and/or arbitration for wrongful termination.

Bargaining unit seniority shall be for the purpose of calculating shift bid seniority.

#### **Classification Seniority**

Classification seniority shall be defined as the total time an employee is employed in a classification position, (e.g. Paramedic, EMT, Registered Nurse), provided that there is no change in status longer than thirty (30) days. Classification seniority shall be for the purpose of layoff and recall.

#### **Transfer of Bargaining Seniority**

Employees who transfer into the bargaining unit shall be credited one-half (1/2) of their employment seniority, up to a maximum of ten (10) years of credit.

#### **Part-Time Seniority**

Bargaining unit members who are employed in a part-time status and work eighty-four (84) hours or greater per month shall accrue full seniority for that month. Those who work less than eighty-four (84) hours in a month, but a minimum of thirty-six (36) hours shall be credited a half-month of seniority.

# Article 62 - Mandatory Shift Hold-Over

It is the responsibility of the Employer to make the arrangements in order to ensure customer service is not interrupted and employee workload is not unnecessarily increased due to inadequate staffing/coverage. In the event an employee is to be held over on a mandatory basis, the Employer will notify the employee as soon as possible.

The purpose of mandatory shift hold-over is to address short-notice staffing (e.g. call-offs) and abrupt significant increase in call volume impacting service levels in a particular operation.

Employees may be subject to a mandatory holdover for up to two (2) hours following the scheduled end of their shift. Should an employee be held over, the employee shall receive one-half (0.5X) times additional compensation as a premium for all hours held over.

Should the potential for a mandatory holdover arise, every effort will be made by the on-duty supervisor or his/her designee to find voluntary coverage before a mandatory holdover is implemented. No employee will be held over longer than two (2) hours beyond the regularly scheduled end of a shift unless an active assignment takes them past the two (2) hour limit.

Employees working in remote locations (e.g. Safford and Tri-City) may be held longer than two (2) hours in order to allow the replacement coverage to arrive at those locations. Additional 'remote' locations shall be addressed by the Labor Management Committee as needed.

Employees shall not leave their assigned duty station until properly relieved. Proper relief shall consist of relief by the oncoming employee or being released by the dispatch center or duty supervisor.

Employees who receive a call for service that cannot be completed prior to the scheduled end of their shift are not on mandatory holdover while performing work related activities, including travel time back to the employee's deployment location, following the scheduled end of their shift.

#### **Critical Staffing**

Should the Employer require additional personnel due to back-filling disaster deployment positions, the Employer will implement bonus of \$100.00 for shifts of twelve hours or less, and \$200.00 for shifts greater than twelve hours.

The Employer has the discretion to identify which shifts qualify for the bonus.

### **Emergency Staffing**

In the event of a local disaster or catastrophe as declared by a governmental agency, such as earthquake, fire, flood, explosion, widespread power failure or other acts outside the Employer's control that reasonably require all available employees to report for work or remain on duty, the Employer may enact emergency staffing whereby both parties shall be relieved of all contractual obligations outside of wages, benefits, and those terms outlined below in this provision.

Employees may be excused or accommodated with verifiable reason (e.g., pre-schedule pre-paid vacation, scheduled medical treatments, major life events such as marriage, child birth, etc). However, employees who refuse to work an emergency staffing shift, without a verifiable reason as determined by the Employer, may be subject to corrective action up to and including termination.

All previously approved time off shall be honored.

### Article 63 - Shift Trades

A shift trade is defined as an exchange of equal shift hours (+/- two (2) hours) with another employee of the same job classification within the same pay period. Employees who trade shifts must meet area specific qualifications where applicable. A shift trade cannot create additional overtime.

Trades shall be for a full shift when the shift is twelve hours or less, or for half of any shift above twelve (12) hours.

Employees may arrange shift trade relief coverage for half or a full shift when the relief is covered by an on-coming or off-going employee, either at the beginning or the end of the shift.

Units may not go out of service to complete a shift-trade crew-change. Units may be held if services levels are at level 2 or below.

No shift trade shall overlap an employee's scheduled shift.

Shift trades shall not result in uncovered hours.

Both employees seeking a shift trade shall submit the trade request to the Scheduling Department during the office hours for the Scheduling department and a minimum of eight (8) hours prior to the start time of the initial traded shift to allow adequate time for processing.

Shift trades shall be submitted using the Employer's online electronic scheduling system. Both parties must submit their portion of the trade before they can be processed and approved. Trades shall be approved provided that they meet the above requirements. Employees shall be notified of approval/denial via electronic or telephonic means.

Upon approval of the shift trade, the employees that have agreed to specific shifts will be responsible for working the schedule and subject to any applicable policies (i.e. Attendance).

# Article 64 – Shift Giveaways

Each employee shall be entitled to giveaway forty-eight (48) hours per month in accordance with the following procedure:

A shift giveaway is defined as a forfeit of scheduled hours from one employee to another employee of the same job classification. Employees who are in receipt of shift giveaway must meet all area specific qualifications where applicable

Employees may arrange shift giveaway coverage for a minimum of four hours when the relief is covered by an oncoming or off-going employee, either at the beginning or the end of the shift. Giveaways at the end of a shift must provide for at least four (4) hours remaining in the employees shift

When the receiving employee of the giveaway is not the on-coming or off-going employee, the giveaway must be for a full shift, or half of a shift above twelve (12) hours.

Units may not go out of service to complete a shift-giveaway crew-change. Giveaways may be held if services levels are at level 2 or below.

The Employer is not obligated to compensate the relieving employee until the off-going (relieved) employee is clocked-out or their regular scheduled shift begins.

Employees seeking a shift giveaway shall submit the giveaway request to the Scheduling Department during the office hours for the Scheduling department and a minimum of eight (8) hours prior to the start time of the shift to allow adequate time for processing.

The Employee accepting the giveaway must submit acceptance via TeleStaff. Scheduling shall not be responsible for seeking approval from the accepting employee.

Until and unless such time that the giveaway is processed and approved, the original employee shall be responsible for working their shift.

Giveaways will be approved at the discretion of the Employer.

Giveaways shall be denied if they result in additional overtime costs to the Employer.

Shift giveaways shall not result in uncovered hours.

Employees will be held accountable for shift giveaways they agree to cover.

Part-time employees shall be required to work their minimum hour requirements regardless of any shift giveaways to maintain their employment.

Employees are responsible for finding their own coverage of equal certification.

### Article 65 – Shift Bids

Full-time permanent open shifts shall be posted and bid on a bi-monthly (beginning each January 1, March 1, May 1, July 1, September 1, and November 1) basis for the entire bargaining unit (e.g. Central and Southern Arizona).

Bids shall close at midnight on the seventh (7<sup>th</sup>) day.

Should a situation arise where a significant business fluctuation occurs, the Employer may require the Union to conduct a shift bid prior to the bi-monthly bid. For situations other than a significant business fluctuation, the parties agree that any change to a bi-monthly bid shall be discussed during Labor-Management.

The Employer shall provide the Union the master schedule prior to each shift bid cycle.

The Union shall provide the Employer with the results of any shift bid a minimum of four (4) weeks prior to the scheduled implementation/effective date of the bids.

Employees must submit their shift bids electronically to the Union following the bid process prior to the close of the posted bid cycle.

Employees who encounter problems accessing or using the online shift-bid system must email <a href="mailto:shiftbids@locali60.org">shiftbids@locali60.org</a> for assistance prior to the close of the bid cycle.

Shift bids shall be implemented on the first full pay cycle four (4) weeks following the shift bid process.

The Union has sole responsibility for conducting the shift-bids bi-monthly, or as modified as a result of a business function or through Labor-Management.

Shift bids shall be awarded in a fair and non-discriminatory manner based upon seniority.

Employees shall not be permitted to decline the award of any shift bid. Employees may be permitted to forfeit a hard-bid position in extenuating circumstances which shall be reviewed by the Employer. The Employer shall provide written notice to the Union.

In the event of a staffing emergency, as identified by the Employer, the Labor-Management Committee may suspend this process and fill the necessary open shifts in a different manner in order to meet the immediate or urgent operational needs of the Employer. Such staffing emergency shall be an event which is not reasonable predictable by the Employer. Suspension of the standard shift bid process shall be temporary and shall not significantly impact the standard shift bid process or schedule.

Employees moving to a different operational system as a result of a shift-bid must meet the area requirements prior to the implementation of the shift-bid.

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

The Employer reserves the right to transfer employees for administrative reasons at the sole discretion of the Employer. Employees transferred for administrative reasons will be provided a complete explanation for the transfer. Upon request, the reason will be given in writing to the affected employee, with a copy to the Union. When the administrative transfer is due to verifiable reasons of a confidential nature affecting any employee, an affected employee's transfer can be temporary, the employee may request to return to his/her original shift. The Employer will advise the affected employee if the transfer is temporary or if the transfer is permanent.

Notwithstanding extraordinary circumstances, employees who are on an approved leave status (e.g. ICA, FMLA, military) shall retain their bid for the duration of their approved leave, up to one-hundred-twenty (120) calendar days or as required by Local, State, and Federal law.

### Article 66 – Permanent Shift Trades

A permanent shift trade may occur with another employee of like certification, and qualification provided the permanent shift trade is to another shift on the same unit. permanent shift trade must be submitted to the area Operations Manager for approval.

For the purposes of this Article, a permanent shift is a shift which was awarded through the shift-bid process.

Both employees must be full-time, active employees in good standing with the Employer.

For a permanent shift trade to be approved, both employees must have a permanent shift assignment and must sign the permanent shift trade prior to submission.

Permanent shift trades shall not be approved if either employee is planning on terminating their full-time employment status with the Employer. If either employee voluntarily terminates their full-time employment within sixty (60) calendar days of the permanent shift trade becoming effective, management may revert the remaining employee back to his/her original shift assignment.

Once the employees have been awarded a permanent shift trade, the employees are not eligible to bid for another shift for sixty (60) days.

## Article 67 – Personnel Reduction, Layoff, and Recalls

#### **Union Notification of Layoff**

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

- 1. Probationary employees will be laid off first, followed by:
- 2. Affected full-time employees by inverse order of classification.

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

The Employer and the Union shall meet to bargain the impact of the layoff and any identified effects on the bargaining unit.

#### **Employee Notification of Layoff**

Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any unit shall be given written notice, at least five (5) calendar days before such action is to occur of the effective date, purpose and nature of the action that is to be taken with regard to him or her. The notice shall state the reasons for the action, and any rights which the employee may have within this Agreement and/or supplemental income benefits (e.g. unemployment income, COBRA benefits, etc.).

#### **Earned and Accrued Benefits**

Employees who are laid off shall be paid for all accrued vacation time, based on the employee's hourly compensation as of the date of layoff.

#### **Recall of Employment**

The Employer shall prepare and maintain a list, known as a "Recall List", of all persons who laid off, by classification. In the event that vacancies occur while bargaining unit members remain on the Recall List, the order of recall shall be determined by classification seniority.

The Recall List(s) shall remain in effect for six (6) months after the date of a layoff and shall be used to offer employment opportunities that become available by seniority to all qualified persons who have been laid off.

No person may be hired, nor may any person be transferred from another operation, while any person in that rank or classification remains on the Recall List. Employees who are returned to their former positions shall be placed into their former pay grade, restored to the level of total hourly compensation that they would currently receive had they not been laid-off.

#### **Employee Notification of Recall**

The Employer shall send a certified letter to all eligible employees notifying them of the recall. Recalled employees who fail to respond within seven (7) calendars days from the date of receipt of the recall letter or refuse a recall shall be considered to have waived their recall rights. Positions shall be filled based on the seniority of the employees that respond within the seven (7) calendar day period as noted above.

Recalled employees who accept a recall position must report to work within fourteen (14) calendar days from the date of receipt of the recall letter. Any Employee recalled from lay-off must be qualified to perform the work available and have all required valid certifications and licenses at time of recall. No new employee(s) may be hired until such time as all qualified laid off employees, whose recall rights have not expired, have been recalled, resigned, or refused reinstatement.

#### **Continued Training and Education**

Employees who are awaiting recall and on an active recall list, and are not otherwise actively employed in emergency services elsewhere, shall be permitted to attend any continuing education courses, free of charge, offered by the employer, including but not limited to state refresher courses, Advanced Cardiac Life Support, Pediatric Advanced Life Support, Basic Life Support, etc.

### Article 68 – Minimum Standards

All advanced life support and basic life support ambulances operated by the Company will meet all guidelines outlined by the Arizona Department of Health Services for ambulance equipment.

It shall be a joint responsibility of the Company, employees and the Union to see that all vehicles and equipment shall be kept clean and in safe working order. Deficiencies shall be reported immediately to the on-duty supervisor and shall be rectified by the appropriate party in a timely manner.

The Company will endeavor to limit the employees' exposure to infectious fluids by providing appropriate personal protective equipment, and decontamination areas whenever possible.

## Article 69 - Parking

The Employer shall provide employees with adequate parking for personally owned vehicles at no cost to the employee.

The Employer and the Union will work together to make reasonable accommodations, if necessary, to provide a reasonable safe location for employee vehicles.

If permitted by the owner of the property, the area outside of quarters shall have lighted areas for crew's private vehicle parking where appropriate and available.

## Article 70 – Station Maintenance

The Employer agrees to supply and make available materials required in the day-to-day cleaning of all facilities. The Employer furthermore agrees to supply items necessary to maintain satisfactory sanitary conditions of all quarters within all facilities.

The Union agrees that employees are responsible for day-to-day cleaning of their facilities to maintain sanitary conditions.

Repairs to, and/or replacement of, station equipment, furniture, mattresses, etc. will be addressed and remedied within a reasonable time frame from notification.

# Article 71 – Climate Control

All facilities and company vehicles must have cooling and heating systems which are in good working order.

# Article 72 – Driving Status

As a condition of employment, all bargaining unit employees are required to operate company vehicles as part of their job duties.

All newly hired employees, irrespective of their job classification, shall be provided EVOC training.

Current employees who do not have EVOC training shall be required to attend EVOC training at their appropriate rate of pay over twenty-four (24) months following ratification of this Agreement.

The Union agrees to adopt the AMR Vehicle Safety Policy (1130).

Employees are required to meet the AMR Driver Qualification Standards as a condition of employment.

Employees who do not meet the required qualifications for driving status at the time of ratification of this Agreement shall be given a grace period of twenty-four (24) months. Employees who have not satisfied the above requirement within the twenty-four (24) month period shall be released from employment or may apply to other positions to which the employee is qualified.

Employees hired on or after the ratification of this Agreement shall be required to observe and abide by the AMR Vehicle Safety Policy referenced above.

### Article 73 – Crew Accommodations

The Employer shall comply with all applicable State, Local and Federal guidelines concerning crew accommodations.

The Labor Management Committee shall make recommendations on all crew accommodations to provide comfortable, safe, and private living quarters for all crews.

In addition, the stations shall have, at minimum, the following:

- (a) AC/heat.
- (b) In-quarters bathroom, where possible, with hot and cold running water of drinkable quality. Where inquarters bathrooms are not possible, employees must have 24 / 7 access to an in-building bathroom.
- (c) A shower or nearby shower with 24/7 access.
- (d) A kitchen area with a microwave, sink, and refrigerator.
- (e) A sleeping area separate with a door for stations with twenty-four (24) hour assignments.
- (f) A day room with satellite / cable TV, where available.
- (g) Proper lighting in all areas.
- (h) Cleaning supplies (vacuum, broom, mop, paper towel, toilet paper, plunger, bowl brush and disinfectant).
- (i) If permitted by the owner of the property, the area outside of quarters shall have running water for cleaning ambulances
- (j) Computer with network connection for clocking in, and other company related business.
- (k) Wireless Internet where practical for personal use (e.g. training, school work, banking, and email)
- (1) Adequate comfort seating for assigned crew members

The Union shall appoint a representative to work with the Employer for potential site locations in an attempt to reach these goals.

During the life of this Agreement the Employer shall, through the Labor Management committee or the Union, repair, replace or enhance station accommodations as recommended by the Labor Management Committee giving consideration to practicality and reasonable budget restraints.

Repairs required to correct safety hazards shall be completed as soon as practical. Should a hazard pose imminent danger to health or life safety, the Employer agrees to temporarily relocate affected employees to a safe location while facilitating any necessary repairs.

The Union shall be notified of any applicable timelines to remediate items which are in violation of the provisions of this Agreement and such items shall be corrected within thirty (30) calendar days unless extended by mutual agreement.

It shall be the responsibility of the Labor Management Committee to inspect each existing station and to prioritize upgrades.

# Article 74 – Contagious Disease

At the bargaining unit member's option and at no cost to the unit member, the Employer agrees to provide Hepatitis B inoculations to any unit member whose medical plan does not provide such immunization without cost.

Bargaining unit members who have elected to receive Hepatitis B inoculations may request a follow-up examination with the Employer's Physician to determine whether or not the inoculations were effective. Such follow-up examination shall be conducted at no cost to the bargaining unit member.

In addition to the standards and requirements outlined by the Occupational Safety and Health Administration, the Employer shall provide a one-time immunization during the life of this Agreement for all employees who want to be immunized, as follows:

- (a) Hepatitis (Type B)
- (b) Influenza (Quadrivalent)
- (c) MMR Booster
- (d) Varicella Vaccine
- (e) Any vaccination required by the Employer and/or health department related to an ongoing public health crisis or epidemic.

Employees who refuse to be immunized for Hepatitis-B and who later contract the disease shall not be presumed to have contracted the disease while on duty.

### **TB Screening**

The Employer shall provide a tuberculosis screening annually for all bargaining unit employees. Employees who test positive, or have a previous positive reaction, shall be offered a chest x-ray and/or QuantiFERON Gold confirmatory test.

The Employer will provide training and equipment to assist in recognizing and/or preventing the communication of HIV, Hepatitis, and other infectious diseases.

The Employer and the Union will work together to establish a system whereby employees shall report, in a timely manner, all instances of on-the-job contact with bodily fluids, used needles or other possible sources of infection.

The Safety Committee may make recommendations to the Employer on the Employer's Exposure Control Plan. The Committee may review recaps of exposures, which are blinded to the involved employees.

## Article 75 – Employee Examinations

The "UNION" and "EMPLOYER" adopt the Employer's Physical Ability Test policy with the following modifications and/or contingencies.

The Employer retains the right to require an employee to submit to medical, physical, and/or psychological examination or fitness for duty test for all post incident, accident and/or workers' compensation injuries, controlled substance diversion investigation, on approved leave or out of work for more than thirty (30) calendar days, (excluding approved PTO) patient injury, or reasonable suspicion that the employee is unable to safely perform their duties; poses a threat to co-workers or the public or displays an appearance of impropriety or irrational behavior.

A medical or psychological examination shall be performed by a physician selected by the Employer, at the Employer's expense and shall test the employee's ability to perform the job duties required by the Employer.

The fitness for duty test shall be administered in-house, within the employee's geographic work area (e.g. Tucson, Mesa) and shall test the employee's ability to perform the job duties required by the Employer. The parties agree that the determination of reasonable suspicion for testing is within the Employer's exclusive discretion and shall be binding upon an Arbitrator.

Except for in circumstances of on-duty injury or illness, if an employee fails to pass the medical or psychological examination the employee will be placed on leave of absence for a maximum of one-hundred-twenty (120) calendar days without pay or until he/she successfully passes the examination, whichever occurs first. If the employee fails the examination, the employee may obtain a second opinion by a physician of their choosing and at their own expense. The employee shall ensure the basis for examination as reported to the initial physician from the company is provided to their physician (indicated in writing from the employee's physician) so that an informed examination may be performed. In the event the second opinion contradicts the initial examination, the Employer may obtain a third opinion by an alternative physician that will be paid by the Employer. The third opinion shall be final and not appealable.

If an employee fails to pass the fitness for duty test the employee will be placed on a leave of absence for a maximum of one-hundred-twenty (120) calendar days without pay or until he/she successfully passes the examination, whichever occurs first. If the employee fails the fitness for duty test, the employee may retake the test a second time. In the event the employee fails the second test, the employee may take the test a third time. This third test result shall be final and not appealable.

Should the employee's leave of absence expire prior to the employee passing the medical or psychological examination or fitness for duty test said employee shall automatically be resigned from employment. Such resignation shall not be grounds for appeal under the grievance and arbitration provision of this Agreement.

Lost time from work as a result of the company's inability or refusal to reasonably schedule a PAT, within the employee's geographic work area (e.g. Tucson, Mesa) within ten (10) calendar days from the date the employee is available to be tested and all paperwork has been provided to the Employer, shall not cause a loss of income for any employee returning to work following an injury or leave.

Employees that were hired using the PAT shall be required to complete the PAT in accordance to this Agreement.

# Article 76 – Drug Testing

Both the Union and Company recognize the necessity of maintaining a drug free work-place.

If an employee is requested or required to take a drug screening examination, and the employee requests Union representation, the employee shall be afforded the opportunity to contact a Union representative for consultation and/or representation providing such notification and/or representation shall not delay the taking of the drug screening examination.

The Union agrees to adopt the Employer's Substance Abuse Prevention Policy from the American Medical Response Safety Risk Management Manual (Policy 1505).

In the event that the content of the above policy conflicts with the provisions of this Agreement, the terms of this Agreement shall prevail.

#### For the Union:

United Emergency Medical Professionals of Arizona Local I-60, International Association of Fire Fighters

Kevin Burkhart Union President

Jacob Mayer, Vice President

Jerry Toigo, Vice President

Diana Overton Treasurer

R. E. VS Theburg, Secretary

Chris Caronna, Sergeant At Anns

For the Employer:

SW General, Inc. d/b/a American Medical Response

David Banelli Vice President Labor Relations

Steven Dralle Regional President

Glenn Kasprzyk Chief Operating Officer, Arizona

2019		<b>Emergency M</b>	ledical Te	chnician				Paramedic				
Wage Step	Annualized	0840/1040	1242	1844	1248/2448	2456	Annualized	0840/1040	1242	1844	1248/2448	2456
0	\$ 33,150	15.94	14.49	14.38	12.26	12.00	\$ 48,500	23.32	21.20	21.03	17.94	14.57
1	\$ 33,647	16.18	14.71	14.59	12.44	12.18	\$ 49,228	23.67	21.52	21.35	18.21	14.79
2	\$ 34,152	16.42	14.93	14.81	12.63	12.36	\$ 49,966	24.02	21.84	21.67	18.48	15.01
3	\$ 34,664	16.67	15.15	15.03	12.82	12.55	\$ 50,715	24.38	22.17	21.99	18.76	15.24
4	\$ 35,184	16.92	15.38	15.26	13.01	12.74	\$ 51,476	24.75	22.50	22.32	19.04	15.47
5	\$ 35,712	17.17	15.61	15.49	13.21	12.93	\$ 52,248	25.12	22.84	22.66	19.32	15.70
6	\$ 36,248	17.43	15.84	15.72	13.41	13.12	\$ 53,032	25.50	23.18	23.00	19.61	15.94
7	\$ 36,791	17.69	16.08	15.95	13.61	13.32	\$ 53,827	25.88	23.53	23.34	19.91	16.17
8	\$ 37,343	17.95	16.32	16.19	13.81	13.52	\$ 54,635	26.27	23.88	23.69	20.21	16.42
9	\$ 37,903	18.22	16.57	16.44	14.02	13.72	\$ 55,454	26.66	24.24	24.05	20.51	16.66
10	\$ 38,661	18.59	16.90	16.77	14.30	13.93	\$ 56,286	27.06	24.60	24.41	20.82	16.91
11	\$ 39,435	18.96	17.24	17.10	14.58	14.14	\$ 57,131	27.47	24.97	24.77	21.13	17.17
12	\$ 40,223	19.34	17.58	17.44	14.88	14.35	\$ 57,987	27.88	25.34	25.15	21.45	17.42
13	\$ 41,028	19.72	17.93	17.79	15.17	14.56	\$ 58,857	28.30	25.72	25.52	21.77	17.69
14	\$ 41,848	20.12	18.29	18.15	15.48	14.78	\$ 59,740	28.72	26.11	25.91	22.09	17.95
15	\$ 42,895	20.62	18.75	18.60	15.86	15.00	\$ 60,636	29.15	26.50	26.29	22.42	18.22
16	\$ 43,967	21.14	19.22	19.07	16.26	15.23	\$ 61,546	29.59	26.90	26.69	22.76	18.49
17	\$ 45,066	21.67	19.70	19.54	16.67	15.46	\$ 62,469	30.03	27.30	27.09	23.10	18.77
18	\$ 46,193	22.21	20.19	20.03	17.08	15.69	\$ 63,406	30.48	27.71	27.50	23.45	19.05
19	\$ 47,348	22.76	20.69	20.53	17.51	15.92	\$ 64,357	30.94	28.13	27.91	23.80	19.34
20	\$ 48,531	23.33	21.21	21.05	17.95	16.16	\$ 65,322	31.41	28.55	28.33	24.16	19.63

Registered N	lurse			
Step 0	\$	29.05	Step 6	\$ 37.82
Step 1	\$	30.36	Step 7	\$ 39.53
Step 2	\$	31.72	Step 8	\$ 41.31
Step 3	\$	33.15	Step 9	\$ 43.17
Step 4	\$	34.64	Step 10	\$ 45.11
Step 5	\$	36.20		

2020		Emergency M	ledical Te	chnician				Paramedic				
Wage Step	Annualized	0840/1040	1242	1844	1248/2448	2456	Annualized	0840/1040	1242	1844	1248/2448	2456
0	\$ 33,647	16.18	14.71	14.59	12.44	12.10	\$ 49,228	23.67	21.52	21.35	18.21	14.79
1	\$ 34,152	16.42	14.93	14.81	12.63	12.28	\$ 49,966	24.02	21.84	21.67	18.48	15.01
2	\$ 34,664	16.67	15.15	15.03	12.82	12.47	\$ 50,715	24.38	22.17	21.99	18.76	15.24
3	\$ 35,184	16.92	15.38	15.26	13.01	12.65	\$ 51,476	24.75	22.50	22.32	19.04	15.47
4	\$ 35,712	17.17	15.61	15.49	13.21	12.84	\$ 52,248	25.12	22.84	22.66	19.32	15.70
5	\$ 36,248	17.43	15.84	15.72	13.41	13.04	\$ 53,032	25.50	23.18	23.00	19.61	15.94
6	\$ 36,791	17.69	16.08	15.95	13.61	13.23	\$ 53,827	25.88	23.53	23.34	19.91	16.17
7	\$ 37,343	17.95	16.32	16.19	13.81	13.43	\$ 54,635	26.27	23.88	23.69	20.21	16.42
8	\$ 37,903	18.22	16.57	16.44	14.02	13.63	\$ 55,454	26.66	24.24	24.05	20.51	16.66
9	\$ 38,472	18.50	16.81	16.68	14.23	13.84	\$ 56,286	27.06	24.60	24.41	20.82	16.91
10	\$ 39,241	18.87	17.15	17.02	14.51	14.04	\$ 57,131	27.47	24.97	24.77	21.13	17.17
11	\$ 40,026	19.24	17.49	17.36	14.80	14.25	\$ 57,987	27.88	25.34	25.15	21.45	17.42
12	\$ 40,827	19.63	17.84	17.70	15.10	14.47	\$ 58,857	28.30	25.72	25.52	21.77	17.69
13	\$ 41,643	20.02	18.20	18.06	15.40	14.68	\$ 59,740	28.72	26.11	25.91	22.09	17.95
14	\$ 42,476	20.42	18.56	18.42	15.71	14.90	\$ 60,636	29.15	26.50	26.29	22.42	18.22
15	\$ 43,538	20.93	19.03	18.88	16.10	15.13	\$ 61,546	29.59	26.90	26.69	22.76	18.49
16	\$ 44,626	21.46	19.50	19.35	16.50	15.35	\$ 62,469	30.03	27.30	27.09	23.10	18.77
17	\$ 45,742	21.99	19.99	19.84	16.92	15.59	\$ 63,406	30.48	27.71	27.50	23.45	19.05
18	\$ 46,886	22.54	20.49	20.33	17.34	15.82	\$ 64,357	30.94	28.13	27.91	23.80	19.34
19	\$ 48,058	23.10	21.00	20.84	17.77	16.06	\$ 65,322	31.41	28.55	28.33	24.16	19.63
20	\$ 49,259	23.68	21.53	21.36	18.22	16.30	\$ 66,302	31.88	28.98	28.75	24.52	19.92

Registered Nu	urse		
Step 0	\$ 29.05	Step 6	\$ 37.82
Step 1	\$ 30.36	Step 7	\$ 39.53
Step 2	\$ 31.72	Step 8	\$ 41.31
Step 3	\$ 33.15	Step 9	\$ 43.17
Step 4	\$ 34.64	Step 10	\$ 45.11
Step 5	\$ 36.20		

2021			Emergency M	ledical Te	chnician					Paramedic				
Wage Step	An	nualized	0840/1040	1242	1844	1248/2448	2456	Anı	nualized	0840/1040	1242	1844	1248/2448	2456
0	\$	34,152	16.42	14.93	14.81	12.63	12.23	\$	49,966	24.02	21.84	21.67	18.48	15.01
1	\$	34,664	16.67	15.15	15.03	12.82	12.41	\$	50,715	24.38	22.17	21.99	18.76	15.24
2	\$	35,184	16.92	15.38	15.26	13.01	12.60	\$	51,476	24.75	22.50	22.32	19.04	15.47
3	\$	35,712	17.17	15.61	15.49	13.21	12.79	\$	52,248	25.12	22.84	22.66	19.32	15.70
4	\$	36,248	17.43	15.84	15.72	13.41	12.98	\$	53,032	25.50	23.18	23.00	19.61	15.94
5	\$	36,791	17.69	16.08	15.95	13.61	13.18	\$	53,827	25.88	23.53	23.34	19.91	16.17
6	\$	37,343	17.95	16.32	16.19	13.81	13.37	\$	54,635	26.27	23.88	23.69	20.21	16.42
7	\$	37,903	18.22	16.57	16.44	14.02	13.57	\$	55,454	26.66	24.24	24.05	20.51	16.66
8	\$	38,472	18.50	16.81	16.68	14.23	13.78	\$	56,286	27.06	24.60	24.41	20.82	16.91
9	\$	39,049	18.77	17.07	16.93	14.44	13.98	\$	57,131	27.47	24.97	24.77	21.13	17.17
10	\$	39,830	19.15	17.41	17.27	14.73	14.19	\$	57,987	27.88	25.34	25.15	21.45	17.42
11	\$	40,627	19.53	17.76	17.62	15.02	14.41	\$	58,857	28.30	25.72	25.52	21.77	17.69
12	\$	41,439	19.92	18.11	17.97	15.33	14.62	\$	59,740	28.72	26.11	25.91	22.09	17.95
13	\$	42,268	20.32	18.47	18.33	15.63	14.84	\$	60,636	29.15	26.50	26.29	22.42	18.22
14	\$	43,113	20.73	18.84	18.70	15.94	15.06	\$	61,546	29.59	26.90	26.69	22.76	18.49
15	\$	44,191	21.25	19.31	19.16	16.34	15.29	\$	62,469	30.03	27.30	27.09	23.10	18.77
16	\$	45,296	21.78	19.80	19.64	16.75	15.52	\$	63,406	30.48	27.71	27.50	23.45	19.05
17	\$	46,428	22.32	20.29	20.13	17.17	15.75	\$	64,357	30.94	28.13	27.91	23.80	19.34
18	\$	47,589	22.88	20.80	20.64	17.60	15.99	\$	65,322	31.41	28.55	28.33	24.16	19.63
19	\$	48,779	23.45	21.32	21.15	18.04	16.23	\$	66,302	31.88	28.98	28.75	24.52	19.92
20	\$	49,998	24.04	21.85	21.68	18.49	16.47	\$	67,297	32.35	29.41	29.18	24.89	20.22

Registered N	lurse			
Step 0	\$	29.05	Step 6	\$ 37.82
Step 1	\$	30.36	Step 7	\$ 39.53
Step 2	\$	31.72	Step 8	\$ 41.31
Step 3	\$	33.15	Step 9	\$ 43.17
Step 4	\$	34.64	Step 10	\$ 45.11
Step 5	\$	36.20		

2022		Emergency Me	edical Tecl	nnician				Paramedic				
Wage Step	Annualized	0840/1040	1242	1844	1248/2448	2456	Annualized	0840/1040	1242	1844	1248/2448	2456
0	\$ 34,664	16.67	15.15	15.03	12.82	12.46	\$ 50,715	24.38	22.17	21.99	18.76	15.24
1	\$ 35,184	16.92	15.38	15.26	13.01	12.65	\$ 51,476	24.75	22.50	22.32	19.04	15.47
2	\$ 35,712	17.17	15.61	15.49	13.21	12.84	\$ 52,248	25.12	22.84	22.66	19.32	15.70
3	\$ 36,248	17.43	15.84	15.72	13.41	13.03	\$ 53,032	25.50	23.18	23.00	19.61	15.94
4	\$ 36,791	17.69	16.08	15.95	13.61	13.22	\$ 53,827	25.88	23.53	23.34	19.91	16.17
5	\$ 37,343	17.95	16.32	16.19	13.81	13.42	\$ 54,635	26.27	23.88	23.69	20.21	16.42
6	\$ 37,903	18.22	16.57	16.44	14.02	13.62	\$ 55,454	26.66	24.24	24.05	20.51	16.66
7	\$ 38,472	18.50	16.81	16.68	14.23	13.83	\$ 56,286	27.06	24.60	24.41	20.82	16.91
8	\$ 39,049	18.77	17.07	16.93	14.44	14.04	\$ 57,131	27.47	24.97	24.77	21.13	17.17
9	\$ 39,635	19.06	17.32	17.19	14.66	14.25	\$ 57,987	27.88	25.34	25.15	21.45	17.42
10	\$ 40,427	19.44	17.67	17.53	14.95	14.46	\$ 58,857	28.30	25.72	25.52	21.77	17.69
11	\$ 41,236	19.82	18.02	17.88	15.25	14.68	\$ 59,740	28.72	26.11	25.91	22.09	17.95
12	\$ 42,061	20.22	18.38	18.24	15.55	14.90	\$ 60,636	29.15	26.50	26.29	22.42	18.22
13	\$ 42,902	20.63	18.75	18.60	15.87	15.12	\$ 61,546	29.59	26.90	26.69	22.76	18.49
14	\$ 43,760	21.04	19.13	18.98	16.18	15.35	\$ 62,469	30.03	27.30	27.09	23.10	18.77
15	\$ 44,854	21.56	19.60	19.45	16.59	15.58	\$ 63,406	30.48	27.71	27.50	23.45	19.05
16	\$ 45,975	22.10	20.09	19.94	17.00	15.81	\$ 64,357	30.94	28.13	27.91	23.80	19.34
17	\$ 47,125	22.66	20.60	20.44	17.43	16.05	\$ 65,322	31.41	28.55	28.33	24.16	19.63
18	\$ 48,303	23.22	21.11	20.95	17.86	16.29	\$ 66,302	31.88	28.98	28.75	24.52	19.92
19	\$ 49,510	23.80	21.64	21.47	18.31	16.53	\$ 67,297	32.35	29.41	29.18	24.89	20.22
20	\$ 50,748	24.40	22.18	22.01	18.77	16.78	\$ 68,306	32.84	29.85	29.62	25.26	20.52

Registered N	urse			
Step 0	\$	29.05	Step 6	\$ 37.82
Step 1	\$	30.36	Step 7	\$ 39.53
Step 2	\$	31.72	Step 8	\$ 41.31
Step 3	\$	33.15	Step 9	\$ 43.17
Step 4	\$	34.64	Step 10	\$ 45.11
Step 5	\$	36.20		

2023		Emergency N	Medical T	echnician	l			Paramedic				
Wage Step	Annualized	0840/1040	1242	1844	1248/2448	2456	Annualized	0840/1040	1242	1844	1248/2448	2456
0	\$ 35,184	16.92	15.38	15.26	13.01	12.64	\$ 51,476	24.75	22.50	22.32	19.04	15.47
1	\$ 35,712	17.17	15.61	15.49	13.21	12.83	\$ 52,248	25.12	22.84	22.66	19.32	15.70
2	\$ 36,248	17.43	15.84	15.72	13.41	13.02	\$ 53,032	25.50	23.18	23.00	19.61	15.94
3	\$ 36,791	17.69	16.08	15.95	13.61	13.22	\$ 53,827	25.88	23.53	23.34	19.91	16.17
4	\$ 37,343	17.95	16.32	16.19	13.81	13.42	\$ 54,635	26.27	23.88	23.69	20.21	16.42
5	\$ 37,903	18.22	16.57	16.44	14.02	13.62	\$ 55,454	26.66	24.24	24.05	20.51	16.66
6	\$ 38,472	18.50	16.81	16.68	14.23	13.82	\$ 56,286	27.06	24.60	24.41	20.82	16.91
7	\$ 39,049	18.77	17.07	16.93	14.44	14.03	\$ 57,131	27.47	24.97	24.77	21.13	17.17
8	\$ 39,635	19.06	17.32	17.19	14.66	14.24	\$ 57,987	27.88	25.34	25.15	21.45	17.42
9	\$ 40,229	19.34	17.58	17.45	14.88	14.45	\$ 58,857	28.30	25.72	25.52	21.77	17.69
10	\$ 41,034	19.73	17.93	17.79	15.18	14.67	\$ 59,740	28.72	26.11	25.91	22.09	17.95
11	\$ 41,855	20.12	18.29	18.15	15.48	14.89	\$ 60,636	29.15	26.50	26.29	22.42	18.22
12	\$ 42,692	20.52	18.66	18.51	15.79	15.11	\$ 61,546	29.59	26.90	26.69	22.76	18.49
13	\$ 43,545	20.94	19.03	18.88	16.10	15.34	\$ 62,469	30.03	27.30	27.09	23.10	18.77
14	\$ 44,416	21.35	19.41	19.26	16.43	15.57	\$ 63,406	30.48	27.71	27.50	23.45	19.05
15	\$ 45,527	21.89	19.90	19.74	16.84	15.81	\$ 64,357	30.94	28.13	27.91	23.80	19.34
16	\$ 46,665	22.44	20.40	20.24	17.26	16.04	\$ 65,322	31.41	28.55	28.33	24.16	19.63
17	\$ 47,832	23.00	20.91	20.74	17.69	16.28	\$ 66,302	31.88	28.98	28.75	24.52	19.92
18	\$ 49,027	23.57	21.43	21.26	18.13	16.53	\$ 67,297	32.35	29.41	29.18	24.89	20.22
19	\$ 50,253	24.16	21.96	21.79	18.58	16.78	\$ 68,306	32.84	29.85	29.62	25.26	20.52
20	\$ 51,509	24.76	22.51	22.34	19.05	17.03	\$ 69,331	33.33	30.30	30.07	25.64	20.83

Registered Nu	urse			
Step 0	\$	29.05	Step 6	\$ 37.82
Step 1	\$	30.36	Step 7	\$ 39.53
Step 2	\$	31.72	Step 8	\$ 41.31
Step 3	\$	33.15	Step 9	\$ 43.17
Step 4	\$	34.64	Step 10	\$ 45.11
Step 5	\$	36.20		