



MARICOPATM
A M B U L A N C E

2020 – 2023

COLLECTIVE BARGAINING AGREEMENT
UNITED EMERGENCY MEDICAL PROFESSIONALS OF ARIZONA
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL I-60

Ratified on December 16th, 2020

Table of Contents

<i>Preamble</i>	6
<i>Prevailing Rights</i>	6
<i>Article 1. Union Recognition</i>	6
Section 1.01 Exclusive Bargaining Representative.....	6
Section 1.02 Bargaining Unit.....	6
Section 1.03 Growth and Accretion	7
<i>Article 2. Term of Agreement</i>	7
Section 2.01 Ratification of Agreement	7
Section 2.02 Effective Dates of Agreement	7
Section 2.03 Renewal of Agreement.....	7
Section 2.04 Evergreen Clause	7
Section 2.05 Savings Clause	7
Section 2.06 Successor Agreements.....	8
<i>Article 3. Strike and Lockout Prohibition</i>	8
<i>Article 4. Discrimination</i>	8
Section 4.01 Non-Discrimination	8
Section 4.02 Workplace Diversity	8
Section 4.03 Union Activities and Participation.....	8
<i>Article 5. Legal Indemnification</i>	9
<i>Article 6. Correspondence and Notification</i>	9
Section 6.01 Notification Requirements.....	9
Section 6.02 Designated Representatives	9
<i>Article 7. Bulletin Board Space</i>	10
<i>Article 8. Subcontracting of Work</i>	10
Section 8.01 Prohibition	10
Section 8.02 Emergency Exception	10
<i>Article 9. Personnel Reduction, Furloughs, Layoffs, and Recalls</i>	11
Section 9.01 Personnel Reduction	11
Section 9.02 Employee Furlough.....	11
Section 9.03 Employee Notification of Layoff	13
Section 9.04 Earned and Accrued Benefits.....	13

Section 9.05	Recall of Employment.....	13
Section 9.06	Employee Notification of Recall.....	13
Section 9.07	Continued Training and Education	14
Article 10.	<i>Probationary Period</i>	14
Article 11.	<i>Union Dues Check-Off</i>	15
Article 12.	<i>Corrective Action</i>	16
Section 12.01	Corrective Action.....	16
Section 12.02	Attendance Requirements & Time Keeping	18
Section 12.03	Resignation	20
Article 13.	<i>Grievance Procedure</i>	21
Article 14.	<i>Arbitration Procedure</i>	22
Article 15.	<i>Personnel Records (and review of)</i>	23
Section 15.01	Maintenance of Personnel Records	23
Section 15.02	Employee View of Records	23
Section 15.03	Union View of Records	23
Article 16.	<i>Seniority</i>	24
Section 16.01	Employer Seniority	24
Section 16.02	Bargaining Unit Seniority.....	24
Article 17.	<i>Union Business</i>	25
Section 17.01	Union Release Time.....	25
Section 17.02	Access to Employer Facilities	25
Section 17.03	New Hire Orientation and Recruitment	26
Article 18.	<i>Standing Committees</i>	27
Section 18.01	Labor Management Committee.....	27
Section 18.02	Health Safety Committee	27
Section 18.03	Human Relations Committee.....	27
Article 19.	<i>Policies and Procedures</i>	28
Article 20.	<i>Shift Allocation and Assignment</i>	29
Section 20.01	Shift Bids and Allocations	29
Section 20.02	Shift Laterals	29
Section 20.03	Shift Forfeits.....	29
Section 20.04	Shift Trades	30

Article 21. Employee and Peer Support 31

 Section 21.01 Critical Incident Stress Management 31

 Section 21.02 Employee Assistance Program 31

Article 22. Continuing Education & Training 32

Article 23. Uniform Appearance, Allowance and Allotment..... 33

Article 24. Substance Abuse and Drug Testing..... 34

Article 25. Facility Standards and Accommodations 35

 Section 25.01 Minimum Standards 35

 Section 25.02 Parking, Safe Lighting..... 36

 Section 25.03 Climate Control..... 36

 Section 25.04 Station Maintenance 36

 Section 25.05 Internet Access 36

Article 26. Vehicle Standards and Safe Operations 37

 Section 26.01 EVO Status / CEVO 37

 Section 26.02 Mechanical Standards..... 37

 Section 26.03 Safety Standards..... 37

Article 27. Workplace Injury, Illness, and Exposure..... 38

Article 28. Healthcare and Insurance Benefits 40

 Section 28.01 Benefits 40

Article 29. Employee and Family Transports..... 40

Article 30. Hours of Work..... 40

 Section 30.01 Employment Status (e.g., Full-Time, Part-Time, PRN) 40

 Section 30.02 Overstaffing of Shifts..... 41

Article 31. Vacant Shift & Overtime Assignments 41

 Section 31.01 Vacant Shift Assignments 41

 Section 31.02 Mandatory Shift Hold-Over 42

Article 32. Compensation 43

Article 33. Payroll Errors 45

Article 34. Holiday Pay..... 46

Article 35. Premium Pay..... 46

 Section 35.01 Performance Pay 46

 Section 35.02 Training Officer Differential Pay..... 46

Section 35.03	Certification Differential Pay.....	46
Section 35.04	Attendance Bonus	47
Section 35.05	Professional Development Stipend.....	47
Article 36.	<i>Approved Leaves.....</i>	48
Section 36.01	Vacation	48
Section 36.02	Sick Time	49
Section 36.03	Bereavement	49
Section 36.04	Jury Duty	50
Section 36.05	Court Appearance.....	50
Section 36.06	Educational Leave.....	51
Section 36.07	Voting Leave.....	51
Section 36.08	Military Leave	51
Article 37.	<i>Retirement Funding (401k).....</i>	51
Article 38.	<i>Tuition Assistance Program.....</i>	52
Article 39.	<i>Printing & Supplying of Agreement.....</i>	52
Article 40.	<i>Management Rights</i>	52
Article 41.	<i>Emergency Situations.....</i>	54
Appendix A	<i>Hourly Compensation Wage Scale.....</i>	55

Preamble

This Agreement is entered into by and between Maricopa Ambulance, LLC hereinafter referred to as the Employer and the United Emergency Medical Professionals d/b/a International Association of Fire Fighters, Local I-60, hereinafter referred to as the Union.

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

Prevailing Rights

All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

The terms of this Agreement shall prevail in any claim of past practice by either party. Should there arise a claim of past practice not addressed in the terms of this Agreement, the parties agree to bargain in good faith the terms of such practice to Agreement or lawful impasse.

Article 1. Union Recognition

Section 1.01 Exclusive Bargaining Representative

MARICOPA AMBULANCE, LLC, a subsidiary of PRIORITY AMBULANCE, ("EMPLOYER") recognizes the UNITED EMERGENCY MEDICAL PROFESSIONALS OF ARIZONA D/B/A INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL I-60 ("UNION") as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.

Section 1.02 Bargaining Unit

The bargaining unit for which this recognition is accorded includes all full-time and regular part-time personnel in the classifications of Emergency Medical Technician, Advanced Emergency Medical Technician, Paramedic, Registered Nurse, Dispatcher/Call-Taker, or Vehicle Service Technician (VST) employed in Arizona. The parties acknowledge that the Employer does not presently have VST positions and that the Employer is under no obligation to ever create such positions; however, if the Employer does create VST positions during the term of this Agreement, employees in that job classification will be members of the bargaining unit. Excluded from the bargaining unit are all other employees including "PRN" employees, office clerical employees, marketing employees, guards and supervisors as defined in the National Labor Relations Act.

Section 1.03 Growth and Accretion

Consistent with the certified bargaining unit definition, the Employer agrees to accrete any future operations in the state of Arizona of PRIORITY AMBULANCE and its subsidiaries, into this collective bargaining Agreement provided that such accretion is supported by an appropriate community of interest among proposed bargaining unit personnel. The Employer and the Union must both agree that an appropriate community of interest among proposed bargaining unit personnel exists in order to extend this Agreement to cover such operations.

In the event the Employer starts or acquires an Arizona business after January 1, 2018, and during the term of this contract, which includes employees listed as “included” in Section 1.02, either party may reopen any applicable section of this contract for purposes of collective bargaining for the newly acquired business.

Article 2. Term of Agreement

Section 2.01 Ratification of Agreement

This Agreement shall become effective only upon ratification by the recognized bargaining unit members. The Union shall be solely responsible for the ratification of the Agreement and shall attest to the Employer the results of any ratification vote results upon execution of the Agreement.

Section 2.02 Effective Dates of Agreement

This Agreement shall be effective as of the 19th day of December 2020 and shall remain in full force and effect until the 31st day of December 2023.

Section 2.03 Renewal of Agreement

This Agreement shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, at least sixty (60) days prior to the expiration date that it desires to modify the Agreement. Such notification must be compliant with Article 6 (Correspondence and Notification) and other applicable provisions of this Agreement.

Section 2.04 Evergreen Clause

In the event that either party serves a timely notice to modify the provisions of this Agreement, but the parties have not negotiated a successor contract as of the expiration date of this Agreement, it is hereby agreed that unless otherwise expressed in this Agreement all of the provisions of this Agreement shall remain in full force and effect until a successor Agreement is achieved through collective bargaining or lawful impasse. Any wage increases which are outside the term of this Agreement are excluded from this Section.

Section 2.05 Savings Clause

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, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 2.06 Successor Agreements

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Article 3. Strike and Lockout Prohibition

The Employer and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone, or engage in a work stoppage, strike or any other interference with the work, statutory functions or obligations of the Employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Article 4. Discrimination

Section 4.01 Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee because of age, religion, race, color, creed, sex, gender, gender identity, ethnicity, national origin, family status, marital status, or sexual orientation.

Section 4.02 Workplace Diversity

The parties to this Agreement shall endeavor to jointly recruit and promote a qualified diverse workforce which is representative of the communities served.

Section 4.03 Union Activities and Participation

Employees shall have certain inherent rights as individuals which shall include, among other things, the right to form, join and participate in the activities of the Union of their own choosing. Employees shall also have the right to refuse to join or participate in activities of any Union. It is the right of an employee to seek relief to any problem as specified in the grievance procedure and the filing of a grievance shall not adversely affect the employee filing the grievance.

No manager, supervisor or representative of the Employer shall discriminate against any employee because he or she has formed, joined or chosen to be represented by the Union or because he or she has given testimony or taken part in any grievance procedure or other

hearings, negotiations or conferences as part of the Union recognized under the terms of this Agreement.

Article 5. Legal Indemnification

The Employer agrees to indemnify bargaining unit members in respect to any claim made against any such employee arising out of or related to alleged negligent acts or omissions within the course and scope of his/her employment, except where and to the extent it is established that such claim arose out of an employee's willful and/or wanton violation of applicable laws, Employer Rules, Standard Operating Procedures or Policies following just cause standards. The Employer's indemnification obligation shall in no event be greater than its liability insurance coverage for such claim, and, if the Employer's liability insurer determines that the employee's conduct constituted such a gross deviation from normal employment duties and/or industry customary practices that there is no insurance coverage under the applicable policy, the Employer shall have no indemnification obligation to the employee. For situations in which an indemnification obligation exists, the indemnification shall include the amount of any court judgment entered against the bargaining unit member, as well as the costs of defense incurred in the legal proceeding.

Article 6. Correspondence and Notification

Section 6.01 Notification Requirements

Correspondence concerning any modifications to this Agreement, or policies and procedures which affect hours, wages, or working conditions will be communicated via email and certified mail, on the same day, to the Union President and Chapter Vice President. The postmark date of the certified letter shall be the notification date.

The Employer agrees to copy the Union's Secretary on all above correspondence.

Section 6.02 Designated Representatives

The Union agrees to provide the Employer with an accurate and updated list of all Union Officers a minimum of once per year or upon any change. This will include mailing addresses, email addresses, and contact phone numbers, as well as a designation of their primary bargaining unit in which they are employed.

Any changes to the required contact information shall be provided to the Director of Operations or his/her designee within seven (7) days.

Any notifications sent to incorrect locations shall constitute proper notice as required by this Article or any other Article requiring the Employer to notify the Union, provided the incorrect information was the last information provided to the Employer.

Article 7. Bulletin Board Space

The Employer will provide a bulletin board for the sole and exclusive use of the Union, provided that such bulletin board be approximately 4' x 3' absent prior authorization. The Employer shall provide a location for such bulletin board in an Employer owned or leased facility at convenient locations within the facility which are accessible and easily visible to employees but not in plain sight of the general public.

The Employer will advise the Union of any "inappropriate" material placed on the bulletin board and work with the Union to address the material.

Article 8. Subcontracting of Work

Section 8.01 Prohibition

The Employer shall not contract out bargaining unit work, in whole or in part, that is primarily the duties or responsibilities of bargaining unit members.

Section 8.02 Emergency Exception

In the event that a bona fide emergency situation arises which could not have reasonably been foreseen by the Employer, the parties agree to immediately implement a mutually acceptable staffing plan to meet the temporary immediate needs, to include the possibility of subcontracted labor on a temporary basis.

In the event of a bona fide staffing emergency situation, that could not have reasonably been foreseen by the Employer in a specific area/city, the Employer may enact a temporary staffing plan in conjunction with the city.

Article 9. Personnel Reduction, Furloughs, Layoffs, and Recalls

Section 9.01 Personnel Reduction

In the case of a personnel reduction the employee with the least Employer seniority in the affected job position shall be laid off first. Employees shall be recalled in the order of their Employer seniority. No new employee shall be hired until all laid-off employees have been given ample opportunity to return to work.

The Employer shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least fourteen (14) days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the rank or classification of each position so affected, and the unit or units, if any, which are to be disbanded. Immediately after issuing the notice, the Employer shall give the Union a reasonable period of time, of no less than seven (7) days, within which it shall meet to bargain the action and its impacts or effects on the bargaining unit. The Employer shall respond to any proposals which the Union may make in response to the subject matter of notice.

There shall be no preference granted for subjective evaluation of performance, skill or ability when determining who to reduce from each job classification, or who to layoff.

For the sole purpose of addressing layoffs, reductions, and recalls, Union officers shall have super-seniority consistent with their rank/position in the Union.

Section 9.02 Employee Furlough

In the event that the Employer's market suffers an unforeseen dramatic and significant reduction in volume and/or revenue, and the reduction is expected to be temporary in nature such that a reduction in force or layoff is not appropriate, the parties agree to implement the following furlough process.

The parties agree to maintain a furlough recall list of impacted (e.g., out of work employees) for a minimum of twelve (12) months during which time no new hires may be hired in the respective job classifications.

Employees who are on furlough leave and obtain gainful employment on a full-time permanent basis elsewhere, shall report their change in status to the Employer and be removed from the furlough list.

The Employer agrees to provide data to the Union on unit hours, call volumes, unit hour utilization, employees on leave, terminations, and other metrics at least once weekly while any bargaining unit members are on furlough. Should either party desire to meet regarding the

data, such meeting will occur as soon as possible but no later than three (3) business days unless mutual agreement to delay exists.

The Parties agree that the bargaining unit personnel impacted by the extended furloughs shall have the job classifications of either Emergency Medical Technician, Paramedic, and/or Dispatcher and shall be the most recently hired (i.e., least senior) personnel. Such process shall begin with offering the most senior employee his/her choice of schedule until all needed positions are filled, at which time the remaining personnel shall be placed on an extended furlough status.

Impacted bargaining unit personnel shall continue to receive coverage of all benefits (e.g., medical, dental, vision, disability, EAP) during their furlough, however the employer and employee shall be responsible for continuing to pay their respective share of any applicable premiums. The employee may, at his/her discretion, convert any accrued vacation or sick time to pay for benefit premiums.

Employees on furlough shall not have their accrued benefits (i.e., sick time, vacation) cashed out or otherwise used except when such employee terminates his/her employment or when used to pay benefit premiums as addressed above. A furloughed employee shall not accrue sick time and vacation while on an out-of-work status.

Furloughed bargaining unit personnel shall not suffer any loss in seniority or other related benefits (e.g., annual raises) to which he/she would be entitled had they not been on furlough.

In the event non-furloughed bargaining members are unable to perform their job duties, either by termination of employment or an approved leave status (e.g., ICA, FLMA, LOA), a furloughed employee shall be used to replace him/her by order of seniority. Short term leaves (i.e., less than two weeks) shall be covered by rovers and/or unscheduled overtime, whereas leaves greater than two weeks shall be filled by recalling a furloughed employee.

Furloughed employees must be able to return to full-time work within three (3) business days (i.e., Monday – Friday) from the date they are notified to return. For the purposes of this provision, notification shall mean a verbal conversation with the employee (e.g., phone) with documentation of the notification to the Union. Those unable to return shall be placed into a hold status for fourteen (14) days, after which they will be returned to their respective position on the active furlough recall list. Absent mitigating circumstances, furloughed employees shall only be permitted to pass (i.e., unable to return) a maximum of three (3) times.

In the event all furloughed employees of a classification are unable to return following the process above and a need or vacancy remains, the Employer shall require the least senior furloughed employee to return to work within three (3) days or be considered voluntarily resigned.

The Employer agrees that any reinstatement of management wages, positions, bonuses, or other similar impacts related to the reduction in revenue/volume shall only be in proportion to the reinstatement of furloughed bargaining unit personnel.

Section 9.03 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) 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.). The Employer and the Union shall make every attempt to assist the affected employee with completion and submission of public assistance documents. A copy of the notice shall also be simultaneously delivered to the Union.

Section 9.04 Earned and Accrued Benefits

An employee who is laid off shall be paid for all earned and accrued vacation time, based on the employee's annual or hourly compensation as of the date of layoff.

All employees who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued prior to the date of the action.

Section 9.05 Recall of Employment

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

The Recall List(s) shall remain in effect for twelve (12) months after the date of a layoff, unless extended by mutual Agreement, and shall be used to offer employment opportunities that may become available by seniority to all qualified persons who have been reduced or laid off, before any employees are promoted from one rank to another, in the classification of the opening, or any persons are hired or transferred (from other operations) to become new bargaining unit members in the classification of the opening.

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

Section 9.06 Employee Notification of Recall

Notice of recall to the employee's former position shall be given to the employee in writing at his or her last known post office address, it being the employee's obligation to notify the

Human Resources department, or other designated agent of the Employer, of any change in address while laid off or reduced in rank. The notice shall be sent by certified mail, return receipt requested.

The employee shall be given three (3) calendar days to accept an offer of reinstatement, in which case written acceptance shall be sufficient if filed in any form with the Human Resources department. If the employee does not respond within the three (3) calendar days, barring exceptional circumstances, the employee will be removed from the recall list and all rights of the recall procedure will be waived.

Section 9.07 Continued Training and Education

Employees who are awaiting recall or on furlough, 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 10. Probationary 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 discipline, with or without cause, up to and including dismissal, without recourse to the grievance and arbitration process.

The Employer may extend the probationary period of an employee for a period not to exceed an additional ninety (90) days if it is determined that performance is not acceptable, but termination is not an alternative pursued by the Employer. The Union President or his designee shall be notified in writing prior to the extension.

Employees shall be provided a performance improvement plan for the duration of their extended probationary plan that clearly details their deficiencies and what tasks/objectives will improve those deficiencies to a satisfactory level, provided, however, that the Employer shall retain sole discretion to determine whether the probationary employee has met the requirements of the plan and nothing herein shall change the employee's at-will employment status during the probationary period or extended probationary period.

Extensions of probationary time, and the terms and conditions of such extension, shall be discussed with the Union and any such impacts or effects shall be bargained.

The Employer agrees to meet with the Union and discuss, in an informal manner, any disciplinary concerns surrounding probationary employees.

Article 11. Union Dues Check-Off

The Employer shall deduct, from bi-weekly payroll, an amount specified by the Union's President, Secretary, or Treasurer which shall be remitted to the Union within ten (10) calendar days of the regular pay date, either by check or direct deposit at the Employer's discretion.

The Union agrees to indemnify the Employer and hold it harmless for any and all claims, liabilities, and costs incurred by the Employer as a result of the Employer's compliance with this Article, provided that this indemnification by the Union shall not apply in the event of the Employer's noncompliance with this Article.

The Employer agrees to provide an electronic report (e.g., Excel Spreadsheet) to the Union's Chapter Vice President and/or designee indicating all Union sponsored deductions, amounts, and employees for each pay period within ten calendar (10) days of the regular pay date.

Article 12. Corrective Action

Section 12.01 Corrective Action

It is agreed that the Employer has the right to discipline or discharge employees for just cause. Corrective action of non-probationary employees shall be subject to the grievance procedure, including binding arbitration. Outside of an employee's probationary period, no corrective action shall be issued without meeting the standards of Just Cause.

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 to the extent the document purports to waive these rights.

Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

The employee shall have the right to be accompanied and represented by the Union during any investigatory or disciplinary meeting; however, such meeting shall be held in a timely manner.

Employees seeking Union representation are responsible for contacting a Union representative as soon as possible but no later than twelve (12) hours after management has informed the employee of a pending investigation or disciplinary action. The Employer and the Union shall work to facilitate the investigatory or disciplinary meeting at their earliest possible opportunity. All parties shall strive to facilitate meeting within seventy-two (72) hours; however, such timeframe may be extended upon request where reasonable.

The Employer agrees to provide the Union with a copy of any and all corrective action given to employees, and upon request, provide the Union with any and all documents used, that are relevant and within reason, in the investigation or disciplinary process.

Discipline shall be accomplished in a constructive, progressive manner, so as to rehabilitate and correct an offender, if at all possible. Selective employee coaching, in lieu of progressive discipline, will not be construed as a violation of just cause.

The types of disciplinary actions that may be taken will include:

1. Documented verbal counseling
2. Written reprimand
3. Suspension without pay for one (1) week up to a maximum of thirty-six (36) hours during which time the employee shall be on overtime restriction, probation
4. Final Written
5. Termination

Additionally, the Employer may choose to bind an employee to a last chance agreement in lieu of termination. The terms of the agreement will be negotiated with the Union.

Any discipline shall be expunged from the employee's personnel file upon completion of his/her probationary period.

As a general rule, initial corrective action shall begin at a documented verbal counseling in accordance with this Agreement. However, in circumstances of gross misconduct and/or gross negligence, the Employer may, in its discretion, go directly to an appropriate level of corrective action beyond verbal counseling that is commensurate with the nature and severity of the offense. Prior to issuing initial corrective action above the documented verbal counseling level, the Employer agrees to discuss with the Union the unique circumstances surrounding the Employer's desire to issue an escalated level of corrective action.

Records of corrective action shall generally not be considered for purposes of future corrective action, provided there are no further corrective actions for the same conduct or a pattern of misconduct during the applicable retention period. Prior to relying on a pattern of misconduct for escalated disciplinary action, the Employer will negotiate with the Union.

Disciplinary actions, other than specific terms within a last chance agreement, shall be nullified after six (6) months for documented verbal counseling and written reprimand, and twelve (12) months for suspensions and above.

For the purposes of promotions, evaluations, transfer opportunities, or other actions of employment, discipline issued at the verbal or written reprimand level shall not be taken into account after six (6) months, and suspensions after eighteen (18) months.

For the purposes of progressive discipline, attendance issues shall be considered separate from other operational disciplinary issues.

All disciplinary action must be issued to the employee within a reasonable time frame but in no event more than fourteen (14) calendar days after the Employer became aware of the circumstance that leads to disciplinary action.

If, while investigating an employee for potential disciplinary action, the employer becomes aware of additional infractions, disciplinary timeliness may be extended an additional fourteen (14) days from the original infraction giving way to the investigation.

Section 12.02 Attendance Requirements & Time Keeping

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 Employer 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 where applicable.

Employees may clock in/out on a company computer, timeclock, or personal cell phone so long as they are on company property or at an employer designated clock in area at the time of the punch. The only exception to this is Employer 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 employee's 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 at the end of their shift. The email must include employee's name as it appears on their paycheck, employee id, date of the error and error details. Missed punches the result of the timekeeping software being unavailable/inaccessible shall not be grounds for corrective action. However, missed punches the result of the timekeeping software being unavailable/inaccessible that are not corrected may be grounds for corrective action.

Employees must maintain accurate punches and review their timecard each week. Employees who demonstrate a pattern (2 or more in a rolling 90-day period) of failing to maintain accurate punches shall be subject to corrective action when such inaccuracies are the result of the employee's action/in-action and result in a manual payroll correction

ABSENCES, CALL OUTS, AND TARDIES

When calling out for a shift, employees are required to call in directly to the crew line and leave a message a minimum of two (2) hours prior to the start of the assigned shift. Failure to give a minimum of 2-Hour notice shall result in 2 occurrences, absent a bona fide extenuating circumstance outside of the employee's control. Such exceptions shall be reviewed by the Director of Operations for approval or denial.

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 Employer operations are not interrupted. For the purposes of corrective action, a tardy under 30 minutes shall count as one-half (1/2) of an occurrence. Any tardy greater than 30 minutes shall be considered (1) occurrence.

It is the expectation of the Employer that all employees will be on time and present for their shift. If an employee calls out for multiple shifts without returning to work, such callouts shall be deemed consecutive and count for only one (1) occurrence.

For shifts which are twenty-four (24) hours, call outs must be for either the entire shift or for twelve (12) hours (e.g., top, bottom). Call outs for shifts less than twenty-four (24) hours must be for the entire shift or remainder of the shift if the callout is on-duty.

Accrued Sick Leave shall 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 have accrued sick leave, accrued Paid Time Off (PTO) may be used in its place at the employee's sole discretion.

Absences using accrued sick leave shall not incur any occurrence points, provided the employee has an amount sufficient to cover all hours of the shift for which the employee is absent.

Three occurrences in ninety (90) days will trigger progressive disciplinary actions.

Employees shall be subject to corrective action as follows:

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

In the event an employee is absent from work for more than seven calendar (7) days as the result of an illness or injury, the Employer may require the employee to submit a *return to work* note from a healthcare provider prior to be resuming his/her work duties.

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. Shift abandonment may be grounds for termination.

NO CALL/NO SHOW

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

The Employer will make a reasonable effort to make contact with the employee during this two (2) hour period. However, this does not negate the “no call no show. Callouts reported prior to or after any contact from Management within two hours following the scheduled start time shall be addressed following the “ABSENCES, CALL OUTS, AND TARDIES” section above and shall not be ne considered a “no call no show”. Employees may be placed on a different shift for the day, based on company needs, if the employees regular shift was covered already by the employer.

Absent a mitigating reason, no call/no show events and shift abandonment shall be addressed with corrective action in the following manner:

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

Absence from work for three (3) consecutive scheduled shifts without notifying management or the Human Resources Department will be considered a voluntary resignation.

Section 12.03 Resignation

Employees are expected to give a minimum of two (2) week written notice of a resignation and work the entire two (2) week notice period unless the Employer elects to accept the resignation at an earlier date. Failure to do so may result in the employee being ineligible for rehire.

As a general rule, the Employer will permit the employee to work their remaining time (e.g., two weeks) unless the employee is subject to a current investigation which may reasonably lead to corrective action, in the corrective action process at or above a written, or if it is known that the employee is separating employment to work for a competitor.

Any Employer information, property and/or equipment issued to or obtained by employees must be returned within three (3) business days from the date of separation. Uniform items must be returned in accordance with Article 23.

Article 13. Grievance Procedure

A grievance is a complaint, dispute, or controversy in which it is claimed that the Employer has failed in an obligation under this Agreement and which involves the meaning, interpretation, or application of this Agreement.

Should the Union not enforce a provision of this Agreement or the implementation/application of a policy, such non-enforcement shall not be considered a waiver nor shall it be deemed to set any past practice precedence permitting the Employer to continue in its breach of contract. Any grievance abandoned or waived and shall not be deemed to set precedent or establish past practices.

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. Should the Employer fail to comply with the time limits herein, the Union may appeal immediately to the next step. 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.

Grievances shall be filed within fifteen (15) calendar days of when the grievant knew, or in the exercise of reasonable diligence should have known, of the circumstances that lead to the grievance. Any delay in providing requested and/or required documentation necessary and relevant for the filing of any such grievance shall extend the fifteen (15) day time limit for the number of days taken by the Employer to fulfill the information request. Upon receipt of any such grievance, the respective employer representative shall file a response with the grievant and union within fifteen (15) calendar days. Should the Union deem that an additional step be necessary, such re-filing shall be within fifteen (15) calendar days from the date the prior step's decision was received.

The parties agree that all grievances should be resolved at the lowest possible level following the steps below. However, should a grievance arise that stems from the actions of an Employer representative in one of the following steps, the Union shall be permitted to initiate the grievance at the step immediately above the involved employer representative.

- Step 1. Operations Manager (or designee)
- Step 2. Director of Operations (or designee)
- Step 3. Regional President (or designee)
- Step 4. Binding Arbitration

All grievances and grievance responses shall be submitted in writing via electronic mail with a copy to Human Resources.

Article 14. Arbitration Procedure

This Article expressly expires with the expiration of this Agreement.

Any dispute, claim, or grievance arising from or relating to the interpretation or application of this Agreement which is not resolved through the grievance procedure in Article 13 may be submitted to arbitration administered by the American Arbitration Association under its Labor Arbitration Rules. The parties further agree to accept the arbitrator's award as final and binding on them.

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the Federal Mediation and Conciliation Service (FMCS) following the American Arbitration Association's Labor Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Labor Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator. The arbitrator(s) shall be experienced in labor disputes regarding collective bargaining issues and shall, if possible, have experience in Emergency Services. The place of arbitration shall be in the Phoenix, Arizona metropolitan area.

The arbitration shall be governed by the laws of the State of Arizona.

Hearings will take place pursuant to the standard procedures of the Labor Arbitration Rules that contemplate in person hearings. Both parties shall make reasonable efforts to schedule the hearing within (30) thirty days of the notice of arbitration. The hearing shall be conducted within ninety (90) days from the notice of arbitration, unless agreed to by both parties.

The award shall be made within (45) forty-five days of the filing of the notice of intention to arbitrate (demand), and the arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by the arbitrator for good cause shown, or by mutual Agreement of the parties.

Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The Optional Rules for Emergency Measures of Protection are incorporated by the parties.

The standard provisions of the Labor Arbitration Rules shall apply. The award shall be accompanied by a reasoned opinion pursuant to the terms and conditions of this Agreement.

Article 15. Personnel Records (and review of)

Section 15.01 Maintenance of Personnel Records

The Human Resources Manager or designee shall maintain one official personnel file, in either electronic or paper format, for each employee separate from the employee medical file.

Employees may cause to be placed in their official personnel file all such responses as they deem appropriate to adverse material inserted therein.

Employees may also request to be placed in their official personnel file a reasonable amount of citations and/or awards as determined by Human Resources originating from other sources directly related to their job performance.

Section 15.02 Employee View of Records

Any employee covered under this Agreement shall have the right to view his/her personnel file, in the presence of the Employer, by scheduling a meeting with Human Resources, or a person designated by a Human Resources manager. The file will be made available as soon as possible but within seven (7) calendar days during normal business hours. If the Human Resources manager determines that access to the file will create a "risk of harm" to the employee or others, the offending information may be redacted or withheld. If information is redacted or withheld only the Union's President may view the redacted materials. If the President is a party to the redaction, the Bargaining Unit Chapter Vice President may view the materials, provided that he/she is not also a party to the redacted materials. If both Union representatives are parties to the redacted materials, a mutually agreed upon representative shall be authorized to view the materials.

Section 15.03 Union View of Records

A union representative, authorized by the Union's President and/or Chapter Vice President shall have the right to view specific personnel files in order to conduct investigations and defend employees in disciplinary matters, provided that written authorization of the employee was obtained. The file will be made available as soon as possible but within seven (7) calendar days during normal business hours.

The Human Resources Manager or designee 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. Seniority

Section 16.01 Employer Seniority

Employer seniority shall be defined as the total consecutive time from an employee's most recent hire date within Maricopa Ambulance, LLC, its parent company, subsidiaries, or affiliates. 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) in accordance with the provisions of this Agreement and applicable benefit plan definitions.

Section 16.02 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 Section 1.02, provided that there is no separation of employment longer than thirty (30) days absent a grievance and/or arbitration for wrongful termination and no non-bargaining unit job classification longer than six (6) consecutive months. In the event an employee is separated from employment longer than thirty (30) days (absent a grievance) or out of the bargaining unit for greater than six (6) consecutive months, their seniority shall restart from their most recent date of employment within the bargaining date.

For the purposes of shift assignments, those personnel who promote to a higher level of certification and/or licensure after the effective date of this Agreement shall be credited seniority of one-half (1/2) their bargaining unit seniority in the lower certification/licensure at the time of promotion (e.g., an EMT with two years who promotes to Paramedic shall have one year of seniority in the Paramedic classification). Bargaining unit personnel who promoted from EMT to Paramedic prior to the effective date of this Agreement shall have seniority calculated pursuant to the prior Agreement and practice for shift assignments.

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

Article 17. Union Business

Section 17.01 Union Release Time

The Employer agrees to release from work, with pay as hours worked, employees elected or appointed to represent the Union in order to discharge his/her duties. This includes, but is not limited to, bargaining sessions, membership meetings, executive board meetings, and other duties at the request and sole discretion and/or approval of the President.

Paid Union release time shall be limited to one-thousand (1,000) hours per calendar year. Each calendar year shall begin with one-thousand (1,000) hours on January 1st. The hours shall be prorated for the period between contract ratification and the January 1st immediately following. Hours not used in a given year shall be forfeit.

Union release time may only be used for regularly scheduled shifts and may not be used for unscheduled overtime; however, such time shall be used for union related purposes. If the Employer reaches three hundred (300) bargaining unit employees during the course of this agreement, the paid union release time shall increase by two hundred and fifty (250) and shall continue to increase two hundred and fifty (250) hours for each additional one-hundred (100) bargaining unit employees thereafter.

Whenever possible, Union Officers should provide the Employer with notice seventy-two (72) hours prior to the applicable shift. Notice should be provided via email or Employer designated form. Within twenty-four (24) hours the Union President may release one (1) Union Officer from his or her shift, with pay, as Union release time for conducting Union business where advanced notice was not possible, provided that such release from schedule does not severely affect the operational needs of the Employer in a negative way for that specific day. Upon denial, the Employer must immediately submit, in writing, the reason to the Union and any steps or actions that may mitigate the reason of denial. In the event that the released union officer can provide his/her own shift coverage, the above time limits shall be reduced to twelve (12) hours notice.

Should the Union President be an employee within the represented bargaining unit, he/she shall be removed from shift for his/her regularly scheduled shifts and paid for forty-eight (48) hours per week.

Section 17.02 Access to Employer Facilities

Elected or appointed union representatives, who are employed within the bargaining unit, shall have access to Employer facilities to conduct representations, investigate grievances, interview employees, conduct safety inspections, and other Union related business, provided that such actions do not interfere with the normal duties of any employees involved.

Elected or appointed union representatives who are not employed within the bargaining unit

must be escorted by another representative employed by the Employer or obtain authorization from the Employer at least forty-eight (48) hours prior to conducting business on Employer property and may only during weekdays between the hours of 09:00 AM and 5:00 PM unless otherwise approved by management.

Section 17.03 New Hire Orientation and Recruitment

The Employer shall provide the Union with a reasonable amount of time (no less than thirty (30) minutes) during each new hire orientation process for the purpose of recruiting members and educating new hires about the Union. Notice of the time and place shall be provided to the Union at least seven (7) calendar days in advance. No member of management shall be permitted to observe or participate in the Union's presentation without express written consent from the Union's President in advance.

Article 18. Standing Committees

Section 18.01 Labor Management Committee

The Employer and the Union recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee.

There shall be a Labor Management Committee consisting of four (4) Union representatives and four (4) employer representatives. Representatives of the Union on the Committee shall be allowed to use available Union Release hours to cover regular hours missed as a result of a Labor Management meeting, but in no event shall representatives of the Union on the Committee lose pay or benefits for meetings mutually scheduled during their duty times. Participation during off-duty hours shall be compensated as hours worked pursuant to Section 17.01.

The Committee shall meet on request of either party and at least every sixty (60) days to discuss all matters of mutual concern. The Committee shall be chaired by the Union President or his/her designee. Committee members shall submit to the chair any agenda items at least five (5) days prior to the scheduled committee meeting when possible.

The Committee shall have the authority to make recommendations to the Union and the Employer, and the Employer shall not unreasonably object or abstain from following the recommendations of the Committee.

As necessary, the Committee shall have the ability to establish sub-committees or working groups on an ad-hoc basis.

Section 18.02 Health Safety Committee

The parties incorporate herein the Health Safety Committee charter attached as Appendix B.

Section 18.03 Human Relations Committee

The Employer shall recognize the Union's Human Relations Committee whose purpose is to advocate and promote all dimensions of diversity and to make recommendations on ways to encourage mutual respect and understanding among people.

Article 19. Policies and Procedures

All existing policies and procedures not modified by, or in conflict with, this Agreement shall remain in effect during the duration of this Agreement unless modified pursuant to this Agreement.

Policies and procedures which impact permissive and/or mandatory subjects of bargaining shall be bargained in good faith pursuant to this Agreement. Either party may be the moving party for creating, modifying, or discarding policies and procedures. The Labor Management Committee shall be the preferred venue for policy development between the parties and all policies shall be aimed at industry best-practice.

In the event the Employer wishes to take adverse action against an employee based upon conduct or an incident for which there is no applicable specific policy and/or procedure, the Employer and Union agree to negotiate any corrective action, if warranted. Any corrective action issued in such situations should generally begin at the coaching level to ensure compliance with the principles of just cause. Exceptions to this may be based on willful and wanton disregard or negligence by the employee. When such adverse actions arise, the Employer and Union agree to work jointly to develop and implement a new policy and/or procedure to govern such situations on a going forward basis.

Current copies of all Standard Operating Procedures, Policies, Rules and Regulations, and Protocols shall be provided to the Union within seven (7) business days (i.e., Monday - Friday, non-holidays) upon request.

Article 20. Shift Allocation and Assignment

Section 20.01 Shift Bids and Allocations

Full-time permanent shifts will be awarded on a regular basis following a posted bid schedule (e.g., monthly, bi-monthly). Changes to the posted bid schedule shall be mutually agreed upon during the Labor Management Committee. Absent mutual agreement, the default frequency shall be every other month.

Shift bids must be submitted electronically following the parties' agreed upon bid process prior to the close of the posted bid cycle.

Union has sole responsibility for conducting shift bids a minimum of once quarterly, and a maximum of monthly, provided that such system is fair and non-discriminatory.

In the event of a bona fide staffing emergency, 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 reasonably 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.

Section 20.02 Shift Laterals

Bargaining unit members may lateral between shifts provided that both employees are of equal qualifications, are hard-bid to their shift, and have been hard-bid for a minimum of sixty (60) days prior to the lateral taking effect. Bargaining unit members may only lateral to/from another shift on the same unit. If either employee leaves their position within sixty (60) days following the effective date of the shift lateral (e.g., promotion, termination), the lateral may be cancelled, and the remaining employee returned to his/her original shift on a case-by-case basis. The Union shall facilitate all shift lateral requests which shall be approved by management.

Section 20.03 Shift Forfeits

Bargaining unit employees may forfeit up to forty-eight (48) hours per calendar month for personal reasons to an equally qualified employee, provided that any hours above twenty-four (24) shall be forfeited to another employee which does not create additional unscheduled overtime (e.g., part-time employee). All shift forfeits need to be submitted to management a minimum of twelve (12) hours prior to the start of forfeited shift. Failure to submit the forfeit twelve (12) hours in advance may result in denial of the forfeit. However, forfeits shall not be unreasonably denied if management can process the forfeit.

Employees may forfeit their shift(s) to attend internal training courses (e.g., Refreshers, ACLS, PALS, CPR) which are necessary for their continued certification. Forfeited work hours for continuing education purposes related to maintaining the employee's current employer

required certification purposes shall not be bound to the above restriction for incurring unscheduled overtime but shall be limited to the provided forty-eight (48) hours per calendar month. The employee may be required to provide proof of the class taken.

Employees shall not be required to forfeit shifts to attend employer's mandatory training (e.g., pump/vent, drivers training, OSHA). The Union acknowledges the Company's right to remove employees from shifts, unpaid, if they do not maintain their Company required certifications including yearly online required training.

Bargaining unit members employed as a dispatcher/call-taker shall not have the unscheduled overtime restriction above.

Additional forfeits for pre-approved educational reasons will be approved by management on a case-by-case basis.

Section 20.04 Shift Trades

Bargaining unit members may trade their shift with another equally qualified employee provided such trades occur within the same pay-period. All shift trades need to be submitted to management a minimum of twelve (12) hours prior to the start of the first shift traded. Failure to submit the trade twelve (12) hours in advance may result in denial of the trade. However, trades shall not be unreasonably denied if management can process the trade.

Traded shifts become the receiving employee's responsibility as a regular scheduled shift.

Article 21. Employee and Peer Support

Section 21.01 Critical Incident Stress Management

The Employer shall allocate a minimum of \$3,000.00 per calendar year of this Agreement to reimburse the Union for any costs incurred in obtaining training and developing a Critical Incident Stress Management Team and Peer Support Program for bargaining unit members. Allocated funds for this Agreement shall be prorated for calendar year 2020 from the effective date of this agreement (e.g., Sept-Dec: \$1,000). Funds not used in a given calendar year shall be forfeit.

Continued funding of the CISM/PSP training and development shall be contingent upon successful activities and function of the program by the Employer.

CISM/PSP members shall be compensated as hours worked for duties performed as such, provided that the CISM/PSP team member provides reasonable documentation of such activities.

The CISM/PSP program shall, at the discretion of the Employer, be overseen by a licensed behavioral health professional (e.g., clinical psychologist, licensed clinical social worker) for the purposes of continuing education and training of team members, and to provide quality control and improvement. The services of the behavioral health professional shall be ad hoc, and at the expense of the Employer, and the employer, with consideration from the CISM/PSP team, shall have the discretion in selecting such professional. The expense arising from the behavioral health professional shall be in addition to the amount specified above.

Section 21.02 Employee Assistance Program

The Employer shall provide, free of charge, an Employee Assistance Program ("EAP") to all bargaining unit members which can be utilized a maximum of five (5) times per incident in-person and unlimited telephonic sessions. However, should the EAP benefit require modification in the future, both parties agree to meet and bargain the effects of the changes.

The Employer shall have no right to obtain any clinical information without prior consent.

Article 22. Continuing Education & Training

The Employer shall provide Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS) a minimum of once per quarter and HealthCare Provider CPR classes every other month. Such courses shall be offered free of charge to bargaining unit members.

In addition, the employer shall offer an approved and/or accredited EMT and Paramedic refresher course a minimum of once per quarter.

Employees are encouraged to complete a quarterly refresher course a minimum of ninety (90) days prior to their certification expiration date. In the event the employer is unable to provide a quarterly refresher course, impacted employees whose certifications are in danger of expiring shall be reimbursed the cost of an external refresher course.

Employees are expected to maintain all certifications in accordance with applicable, local, state and federal laws, even if it means taking a course from an outside entity at the employee's expense. Employees who fail to maintain required certifications may be subject to termination.

In the event the Employer's mandatory internal training course(s) are only held during a unit member's assigned shift, the employee shall be removed from shift with pay or sent on duty to attend the required training at the employer's discretion. The employee may be returned to their shift following completion of the course where appropriate. Employees are encouraged to make every attempt to attend mandatory training such that attendance does not conflict with their regularly scheduled shift.

Participation in Employer required training shall be paid as hours worked for the greater of two (2) hours or actual hours.

The Employer shall provide on-site or online / remote Emergency Medical Dispatch (EMD) training for both initial and continuing education a minimum of once per year. If the Employer is unable to provide on-site training or online / remote training, with approval from the employer, the employer shall pay for initial and continuing education (including the one-day course) provided that the course is within 100 miles from the Maricopa Dispatch Center. Employees shall be reimbursed standard mileage rates (IRS published rates) and up to two meals of less than \$15.00 each. Where appropriate, and with manager approval, the Employer agrees to reimburse employees for lodging in the event a multi-day course is outside a reasonable geographic area. Employees are encouraged to complete training online and via correspondence IAED and other credentialed providers.

Article 23. Uniform Appearance, Allowance and Allotment

Upon hire, all full-time bargaining unit members shall be issued five (5) uniform shirts, five (5) uniform pants, one (1) pull-over sweatshirt, one (1) hat, one (1) jacket (providing rain protection), one (1) belt, and one (1) pair of boots.

Regular Part time bargaining unit members shall be issued three (3) uniform shirts, three (3) uniform pants, one (1) pull-over sweatshirt, one (1) jacket (providing rain protection), one (1) hat, one (1) belt, and one (1) pair of boots.

Employees will be required to pay any cost above \$90 for boots provided by the Employer's vendor should the employee desire a boot different from the standard issued boot. Such cost may be deducted from the Employee's paycheck. A minimum of three different brands will be made available to employees (e.g., 5.11 Tactical, SWAT, Red Back).

Employees may exchange, one for one, any uniform items which are damaged or significantly worn. Employees are expected to maintain the cleanliness of their uniform. Employees may be permitted to launder their contaminated uniforms at work on the Employer's premises.

Employees may, at their own expense, purchase additional, approved uniform items (e.g., shirts, pants, shorts, hats, jackets, belts, sweatshirts) at the cost incurred to the Employer by the vendor.

Within two (2) weeks of separation from employment, employees are required to return all uniform items which bear the Employer's name or logo. Any returned used items shall not be redistributed to any other employees.

Article 24. Substance Abuse and Drug Testing

The Employer and the Union agree the workplace will be free of illicit drugs and alcohol. The Union recognizes the Employer's right to terminate employees found in possession of such items on Employer property.

The Union agrees the Employer reserves the right to drug test employees as a requirement of new employment, or if just cause has been determined where there is a reasonable bona fide suspicion of illicit use or intoxication/impairment in accordance with the mutually agreed upon drug testing policies and procedures, and applicable state and federal law.

The parties shall meet to develop and implement the drug testing policies and procedures such that they become effective on or before July 1st, 2021. Prior to implementation of a new drug testing policy, the Employer may test for bona fide reasonable cause based on observed actions.

Only samples obtained and tested by credentialed and accredited laboratories may be used for discipline or discharge of bargaining unit members.

The Union recognizes that it is the employee's responsibility to immediately notify the Employer of any on-duty prescription medications that may interfere with the employee's ability to perform their duties safely and effectively. The Employer agrees that such notification, prior to any incident, is not grounds for discipline. The Employer agrees to refer employees self-reporting drug or alcohol abuse problems to Employee Assistance Programs and provide reasonable, non-financial, accommodations for treatment and rehabilitation.

Employees who are off work as a result of any substance abuse may use their accrued vacation and sick time. While participating in an inpatient or outpatient program and on a no-work status, the Employer agrees to pay the employees share of enrolled benefit premiums (e.g., medical insurance) for up to ninety (90) days, provided that the employee provides documentation of enrollment into a program and reimburses the Employer for all employee premiums upon return. Any unpaid premiums shall be withheld from future earnings.

The employee may choose, at their sole discretion, to pay back the covered premiums via check, as a deduction on the following check, or set up a mutually agreed upon repayment plan.

The Employer and the Union agree to form a committee to review employee use of recreational and medical marijuana off-duty once consistent scientific data has become available from several reputable sources.

Article 25. Facility Standards and Accommodations

The Employer agrees to take all necessary steps to ensure compliance with this article, with the exception of (a) and (g) in 25.01 below, within ninety (90) days of execution. The parties agree to negotiate an agreeable timeline to implement (a) and (g) within 90 days of contract ratification.

Section 25.01 Minimum Standards

All workplace locations, as defined in Section 25.04 shall include, at minimum:

- a) A minimum of two (2) showers, in different stations, per municipal contracted city where the city has more than one station location housing a 24/7 crew, and a minimum of one (1) shower within ten (10) miles of any station location housing a 24/7 crew. Provided that the installation of such fixtures are permitted in the Employer's lease for the location and are pre-existing or can be installed for a reasonable cost.
- b) Functioning bathroom in building
- c) Employee break area with microwave, standard refrigerator, induction cooker, coffee maker, and sink separate from a bathroom facility
- d) Separate bedrooms or partitioned areas for beds
- e) Day room with adequate recliner seating
- f) Cable or satellite TV with minimum expanded basic
- g) A minimum of one Washer and dryer per municipal contracted city where the city has more than one station location housing a 24/7 crew, and a minimum of one (1) washer and dryer within ten (10) miles of any station location. Provided that the installation of such fixtures are permitted in the Employer's lease for the location and are pre-existing or can be installed for a reasonable cost
- h) Lockers, able to be locked, for employees to secure personal items with the employee's lock, not to exceed six (6) lockers per twenty-four (24) hour unit. Lockers shall be a minimum of 15in wide by 24in deep by 34in high.
- i) Designated smoking area where permissible
- j) Hot (i.e., greater than 135 F) and cold running water
- k) Curtains, blinds, or shades covering windows, and/or appropriate privacy film
- l) Functioning air conditioning and heating

The Employer shall take reasonable steps to repair and replace damaged and unusable/unsafe equipment, furniture, etc., but shall make all repairs or replacements within thirty (30) days from official notice by the Union. However, if the vendor is unable to resolve the repair/replacement, the Employer shall not be accountable for exceeding the thirty (30) days.

Immediate health safety items shall be addressed as soon as possible upon notification to the Employer. Should the Employer not be able to make the necessary repairs, within 24 hours to comply with (b), (c), (j), or (l) in the above list, the Employer will take the appropriate steps to relocate the crew(s) to a temporary location meeting these requirements (e.g., extended stay

hotel, another station, or fire station). Should minor issues exist with (b), (c), (j), or (l) which need repair, but which do not impact the general or safe operability of the items, an alternate timeline and/or solution may be mutually agreed upon by the parties while steps are taken to rectify any such issues.

Section 25.02 Parking, Safe Lighting

Wherever possible and reasonable, the Employer shall provide for safe and secure parking in a gated area. The Employer shall also ensure that all parking areas are well lit and have the necessary spaces to accommodate employee parking.

Section 25.03 Climate Control

The Employer will provide a reasonably climate-controlled environment subject to the specific workplace but shall aim to be cooled/heated to seventy-two (72) degrees, during times of operation. Dispatch shall be able to be cooled to seventy (70) degrees.

Section 25.04 Station Maintenance

All bargaining unit members are responsible for ensuring a safe and clean workplace. The Employer shall provide all appropriate cleaning supplies and tools.

The term workplace includes, but is not limited to, the operations center, substations, and the crews assigned ambulance.

The Labor Management Committee shall establish a station duty schedule and standard.

Section 25.05 Internet Access

Bargaining unit members shall be provided access to wireless (WiFi) internet at Employer stations/locations if possible and reasonable. Such access shall be free of charge to employees. However, employees are expected to use such access responsibly. Any unlawful use (e.g., sharing or illegally downloading copyrighted material) or viewing explicit material shall be subject to termination.

In-Vehicle Mobile Gateways (e.g., MG-90) are not to be used for personal use. Such use may be subject to progressive discipline including and up to termination.

Article 26. Vehicle Standards and Safe Operations

Section 26.01 EVO Status / CEVO

All Emergency Medical Technicians (EMCT/EMT) shall be required to maintain an acceptable thirty-nine (39) month motor vehicle record and successfully complete an Employer provided driver's training program (e.g., EVOC, EVADE, CEVO) as a condition of employment.

Paramedics and Registered Nurses shall be permitted to attend driver's training. However, such training shall not be a condition of employment but may be a condition imposed upon select positions (e.g., paramedic intercept vehicle). The Employer may limit the number of seats in each class for non-EMT participants based on cost and operational need. Participation in driver's training shall be paid as hours worked provided drive time is completed on-duty.

Section 26.02 Mechanical Standards

The Employer shall ensure that all vehicles meet and/or exceed state requirements pursuant to Arizona's Department of Transportation and Department of Health Services. Employees are expected to inspect their vehicle before and during their operation to ensure acceptable mechanical standards are met and immediately advise their on-duty supervisor of any discrepancies and/or vehicle or equipment malfunction or defect. Failure to do so may result in disciplinary action against the employee. Any employee who makes a false report of equipment defect or malfunction after an incident is likewise subject to disciplinary action. No employee may be disciplined for refusing to use or operate a vehicle which is unsafe/non-roadworthy and in violation of the aforementioned language.

Section 26.03 Safety Standards

The Employer shall endeavor to strive for compliance with CAAS accreditation guidelines, recommendations, and requirements set forth as best practices.

Article 27. Workplace Injury, Illness, and Exposure

Employees shall be insured in conformance with the Arizona Law.

Employees who become aware of any health-related issue(s) that would affect their ability to safely complete their job duties should notify their supervisor, and any sensitive details of their health status can be given to human resources department.

The Company reserves the right to remove any employee from duty, based on reasonable cause or suspicion of any on health issue that would affect the employee's job duties or the well-being of other Company personnel, the Company's patients, or the general public. Company also reserves the right to require any employee to undergo a fitness-for-duty examination at the Company's expense. While the employee's fitness for duty is being determined through this process, the employee shall be on leave with pay.

Employees who come to work sick/injured as the result of a non-work incident, and are unable to safely perform their job duties, may be sent home without pay. Employees will be allowed to use accrued sick time, and/or accrued vacation time at their discretion, and such absence shall not be punitive to the employee.

Employees suffering on-the-job injuries while on shift, who cannot complete their shift, shall be paid in full for the shift in which the injury occurs.

The Employer shall have the right to require physical and/or psychological examinations of employees, as it pertains to their job description, at the Employer's expense.

Employees who are on pandemic isolation or quarantine pursuant to a local, county, state, or federal order or regulation shall be permitted to utilize accrued sick time to cover any missed regularly scheduled shifts until they return to duty or test positive, up to a maximum of fourteen days. Upon testing positive, the employee shall be placed on paid administrative leave until able to return to work, up to a maximum of 21 days.

Employees who are placed on a quarantine as a result of a workplace exposure shall be compensated their regularly scheduled hours for the Centers for Disease Control recommended time frame, up to twenty-one (21) days

Employees shall be compensated two (2) hours pay as hours worked for any doctor's visits, consultations, follow-ups, physical therapy, etc., related to an on-duty injury or illness in the statutory waiting period, provided that such visits are required and/or ordered by the treating medical provided on record for the claim. Such compensation shall be in addition to any light duty hours worked, not to exceed the employee's regular scheduled hours.

If an employee is injured and unable to work beyond the statutory waiting period, all missed work time compensation beyond the waiting period will be covered under the worker's compensation benefits and will not be eligible for other compensation.

Employees will be offered light duty to the extent it is available and within their work restrictions. Should the employee not be able to complete light duty, or should light duty not be available, the employee shall be permitted to utilize accrued vacation and/or sick time to make whole any lost hours.

Article 28. Healthcare and Insurance Benefits

Section 28.01 Benefits

All bargaining unit members shall be entitled to receive the same medical, dental, vision, and other supplemental benefits as non-bargaining unit members in Arizona.

Prior to future plan changes or modifications, including adjustments in premiums, the parties agree to meet and review anticipated changes and priorities for benefit offerings, coverages, and costs.

Article 29. Employee and Family Transports

The Employer agrees to waive any patient incurred charges for emergent or non-repetitive transports for all bargaining unit members and their immediate family. Immediate family shall include the employee's children, parents, spouse/domestic partner, and siblings, whether biological, step, foster, adopted, or Employer insured dependents. Nothing in this provision shall prevent the Employer from billing and seeking reimbursement from any appropriate insurance provider. Any waived patient incurred charges shall be in accordance with State and Federal Law.

Article 30. Hours of Work

Section 30.01 Employment Status (e.g., Full-Time, Part-Time, PRN)

Full-time bargaining unit employees are assigned a regular schedule which meets or exceeds an average of forty (40) hours per week.

Regular part-time bargaining unit employees are assigned a regular schedule which is eight (8) to thirty-six (36) hours on a weekly basis.

The part-time bargaining unit workforce (actively employed) shall be limited to no more than 15% of the total bargaining unit workforce in each respective classification. Additional part-time bargaining unit members exceeding the 15% shall be by mutual agreement on a case-by-case basis to meet the regulatory or contractual needs of the Employer.

"PRN" employees are non-bargaining unit employees and shall have no assigned schedule and work on an on-call basis regardless of the number of hours worked.

"PRN" employees shall not be assigned shifts more than an average of twenty-four (24) hours per week when bargaining unit personnel are willing and able to fill available shifts following the normal scheduling processes as defined in Article 31 (Vacant Shift and Overtime Assignments).

The combined total of “PRN” and regular part-time employees shall not consist of more than 15% of the daily active workforce in each respective job classification. In the event of a staffing shortage, upon notification to the Union, the Employer may increase part-time utilization to fill shifts which remain vacant twenty-four (24) hours prior to the start of the shift for same day shifts.

Section 30.02 Overstaffing of Shifts

Based on operational needs (i.e., overstaffing), the Employer will first seek volunteers to forego the remainder of their shift. If no volunteers exist, the Employer will then reduce staffing for that specific day as follows: “PRN” employees, regular part-time employees on overtime, regular full-time employees on overtime, regular part-time employees in that order, based on reverse rotating seniority in each employment category in a maximum of twelve (12) hour blocks per employee. Employee qualifications such as pump and vent training or other CON and/or cost center required training may be used when sending employees home.

If an employee is cancelled from their shift less than six (6) hours prior to the start of the shift, he/she shall be compensated the greater of four (4) hours of pay or actual hours worked.

Impacted employees, at their sole discretion, may elect to use accrued vacation and/or sick time for the remainder of his/her shift.

The Employer shall notify an affected employee as soon as possible whenever it is known that involuntary overtime will be required including holdover due to staffing issues (e.g., callouts).

Article 31. Vacant Shift & Overtime Assignments

Section 31.01 Vacant Shift Assignments

The Employer may use “rovers” to fill vacancies prior to using the following process:

Vacant shifts shall be posted online using the Employer’s online scheduling software and shall be awarded on a first-come first-serve basis provided that the pick-up request is made within fourteen (14) days of the shift date. Prior to fourteen (14) days, pick-up requests shall be limited to part-time personnel to obtain their minimum required hours.

All standby or special duty events shall be staffed on a first-come first-serve at all times and not follow the time restraints above.

If an open shift cannot be staffed through these means, the Employer reserves the right to “split” a crew from a staffed unit and temporarily assign those employees to a unit of need. The Employer will strive to give ample notification to employees prior to splitting them to a new assignment. Vacant positions created by “splitting” shall not be backfilled by anyone other than the effected employee.

No employee shall be approved or denied overtime based on that employee's hourly wage.

All vacant shifts shall be posted to employees using the Employer's online scheduling system.

Overtime must be approved or denied within forty-eight (48) hours from the request when possible.

Unscheduled overtime is not guaranteed.

Section 31.02 Mandatory Shift Hold-Over

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 serving a 911 contract may be required to a mandatory holdover for up to two (2) hours following the scheduled end of their shift to wait for relief. If a relieving crew is split or moved to satisfy staffing requirements, to a unit with a different crew change, and it is known that there will be no relief for an off-going crew at their scheduled crew change, that crew shall be subject to a maximum of one (1) hour mandatory hold beyond their initially scheduled off time. Nothing in this agreement shall prohibit employees from voluntarily staying longer to complete the vacant shift.

If levels permit, employees shall not be unreasonably held over.

Employees assigned on a non-911 unit who are dispatched on a call within fifteen (15) minutes prior to the end of shift or after their regular scheduled off-time shall be placed out of service upon completion of the call ("one and done rule"). Crews may, at their sole discretion, elect to remain in service if requested by operations.

Section 31.03 Emergency Staffing (e.g., Disaster)

Once the Employer has attempted to fill vacant shifts per Article 31.01, and critical vacancies remain, the Employer, upon notification to the Union, shall be permitted to enact emergency staffing.

During emergency staffing, the Employer shall select or mandate employees as follows:

- a) Employees with the least amount of scheduled hours that week
- b) Employees who have not worked more than forty-eight (48) consecutive hours
- c) Employees who have not already worked more than one (1) emergency staffing shift

Employees who are required to work an emergency staffing shift shall be compensated at \$150.00 (gross pay) per emergency staffing shift up to twenty-four (24) hours per shift. Employees may be excused or accommodated with verifiable reason; however, employees who refuse to work an emergency staffing shift may be disciplined up to and including termination.

Article 32. Compensation

Pay Periods and Pay Dates

For the purposes of compensation, the workweek shall consist of seven (7) consecutive days beginning at 00:00:00 Saturday and ending at 23:59:59 the following Friday. The pay period shall consist of two workweeks and payroll shall be issued bi-weekly via Pay Card or direct deposit at the employee's choosing.

The workday shall consist of twenty-four (24) hours beginning at 00:00:00 and ending at 23:59:59.

All compensation, including hourly wages, premium pay, bonuses, and differentials shall be paid in accordance with FLSA and all applicable laws and regulations.

New-Hire Wages

Applicants for positions within the bargaining unit shall be provided a conditional offer of employment with wages based upon the documented relevant experience whereupon each qualified completed year at or above two (2) shall be credited one-half year up to a maximum of eight (8) years of service.

Example: a paramedic with ten (10) years of service who applies for a bargaining unit position shall be offered a conditional employment at Step-4 on the wage scale.

For the purposes of this provision, documented relevant experience shall mean complete years of service in the following:

Registered Nurses:

experience in an ICU, Emergency Department, or Pre-Hospital environment

Paramedics & EMTs:

experience in an Emergency Department or Pre-Hospital Environment

Dispatchers:

experience in a primary or secondary public access safety point or in an air or ground ambulance dispatch communications center

Hourly Compensation

Bargaining unit employees shall be paid hourly based upon their respective step in the wage scale (Appendix A) for all compensable hours (e.g., hours worked, vacation, sick, bereavement, etc.). Employees are expected to maintain accurate records of all hours and any errors or corrections shall be addressed pursuant to Article 33 (Payroll Errors).

Annual Increases

Upon the bargaining unit employee's anniversary of their latest start date, the employee shall progress to the next step on the wage scale. The wage increase shall be effective the next full pay period following the employee's latest start date.

Step-Up Supervisor Pay

Dispatchers, Paramedics and Registered Nurses, with a minimum of one-year experience in their respective job classification at Maricopa Ambulance (or its affiliates, subsidiaries, etc.) may serve in a position of Step-Up Supervisor to assist with administrative duties or fill supervisor vacancies on a limited basis. While acting as a step-up supervisor, the bargaining unit member shall not be permitted to conduct any investigations or issue corrective action to other bargaining unit personnel. Step-up supervisors may obtain reports of issues, accidents, etc. on behalf of a supervisor or manager.

While functioning as a step-up supervisor, bargaining unit members shall be compensated an additional \$2.00/hr worked.

Promotion Pay

Upon promoting job classifications, bargaining unit personnel shall be given a minimum credit of 1 Step upon promotion to a new position. Employees with more than two completed years of service shall receive half-credit for completed years of service to a maximum of eight (8) years of service.

Example: an EMT with six completed years of service shall be placed on Step 3 of the paramedic wage scale.

Transfer Pay

Personnel transferring from another Priority Ambulance organization shall be given a minimum credit of 1 Step upon transfer. Employees with more than two completed years of service within a Priority Ambulance organization shall receive half-credit for completed years of service to a maximum of eight (8) years of service.

Wage Scale Implementation

Upon execution of this agreement, all existing bargaining unit personnel shall be assigned a Step on the wage scale based upon completed years of service.

Employees shall progress to the next step on the wage scale upon completed years of service the pay period following their anniversary date.

Article 33. Payroll Errors

Employees shall accurately document worked hours via the Employer's standard time clock process. Changes to the timekeeping process or procedure shall be mutually agreed upon via a Memorandum of Understanding between both parties. Upon any changes to the policy and/or procedure relating to Payroll Administration, they shall be communicated, in writing, to all affected personnel via electronic mail, intranet posting or other standard communication medium. Such notification to bargaining unit members shall be a minimum of fourteen days in advance of the proposed change. In addition, the Employer shall update all Policy Manuals.

Employees are encouraged to verify, correct, and approve their timecard each week following the conclusion of their work hours for that week. Absent unforeseen and mitigating circumstances, repeated failures to approve or correct timecards (i.e., twice in a ninety-day period) resulting in payroll errors may result in corrective action following progressive discipline.

The Employer shall take reasonable steps to send a weekly notification reminder to all bargaining unit personnel to review, correct, and approve his/her timecard.

Shortages in an employee's paycheck shall be corrected by a manual check or direct deposit as soon as possible but no later than five (5) business days after discovery or notification of such error, providing such shortage is more than \$200.00. Errors less than \$200.00 shall be corrected on the employee's next regularly scheduled paycheck.

Overpayments to employees shall be corrected first by a demand letter of payment by Payroll specifying the amount and reason for overpayment. The employee may choose, at their sole discretion, to pay back the entire overpayment via check, as a deduction on the following check, or set up a mutually agreed upon repayment plan.

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

Article 34. Holiday Pay

Bargaining unit members are eligible for holiday pay if the holiday falls on their scheduled shift. Holiday pay will be paid at rate one and a half times their regular hourly rate for any hours worked on the holiday, and any applicable overtime pursuant to FLSA.

The Employer and the Union agree to the following recognized holidays:

New Year's Day	Martin Luther King Day	Memorial Day
Independence Day	Labor Day	Thanksgiving
Christmas Eve	Christmas Day	New Year's Eve

Article 35. Premium Pay

Section 35.01 Performance Pay

For scheduled shifts of 16 hours or less, field crews shall be eligible for a bonus of \$50.00 per shift for completing more than five (5) transports. To be eligible for this bonus, the crew's transports for the shift must be properly charted in accordance with the company's CLEAR documentation policy (or such similar policy as might be in effect at the time), without any patient care incidents or customer complaints for the shift. Disqualifying conduct by one crew member shall not prejudice the other crew member if he/she/they is otherwise eligible.

Section 35.02 Training Officer Differential Pay

The Employer and the Union recognize the position of Field Training Officer (FTO) and Communications Training Officer (CTO) is a full promotion within the bargaining unit.

Training Officer bargaining unit members shall be compensated an additional \$35.00 per shift when a precepting employee is assigned to them for training, education, and evaluation, or when functioning as an educator or training role within the organization (e.g., teaching a course to new hires).

Additionally, the Employer agrees to maintain a reasonable employee to Field Training Officer (FTO) ratio and have one Communications Training Officer (CTO) per shift.

Section 35.03 Certification Differential Pay

Dispatchers who maintain an Emergency Medical Dispatcher (EMD) qualification shall be compensated an additional \$1.00 per hour.

Section 35.04 Attendance Bonus

Bargaining unit personnel shall be eligible for a monthly attendance bonus of \$150.00 to be paid in the first full pay period following the end of the prior month when all of the following are met:

- (a) Worked a minimum of 75% of regularly scheduled shifts
- (b) No absences or tardies not otherwise approved (sick time, bereavement...)
- (c) Have approved their timecard for each week in the prior month

Absences the result of pre-approved vacation, Arizona paid sick time, bereavement, union release time, Family Medical Leave Act, workers compensation leave, or other similarly approved leaves shall not impact the eligibility of the attendance bonus, provided that a minimum of 75% of the regularly scheduled shifts were worked in the month.

Section 35.05 Professional Development Stipend

Registered Nurses shall be eligible for up to \$500.00 in reimbursement of actual expenses incurred, per person, per contract year, during the term of this agreement for use in registration and attendance at an accredited academic or educational conference for the purposes of professional development. To avoid any dispute regarding the professional development value of a particular course, the RN wishing to attend a conference or course for which reimbursement will be sought should submit information regarding the course to his/her supervisor in advance. Employees may be requested to provide proof of actual attendance.

Article 36. Approved Leaves

Section 36.01 Vacation

All bargaining unit members are eligible to accrue and use vacation time.

Vacation time shall accrue per pay-period, pursuant to the following table:

Years of Service	Max. Annual Accrual
0-4 Years	96 Hours
5-9 Years	144 Hours
10-14 Years	192 Hours
15+ Years	240 Hours

Upon an Employee reaching a 5-year, 10-year, and 15-year anniversary date, vacation accrual shall be increased the next full pay period.

Ten-percent (10%) of each job classification of the active workforce, per division (East, West, IF), shall be permitted to be on Vacation time at any given time. If ten-percent (10%) of the scheduled work force is already on approved vacation time 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 twelve (12) hours in advance, for approval.

Vacation time shall be approved on a first-come first-serve basis. In the event that more than one employee of equal qualification submits a request for vacation at the same time for the same date of vacation, seniority shall be used to award the approval to the employee with the most seniority.

Vacation time must be scheduled at least two (2) weeks in advance. Failure to do so may result in denial of the request, however, such late requests shall not be unreasonably denied. Requests may also be denied based on unforeseen bona fide operational and business demands. After an employee's vacation time has been approved, it may only be changed by mutual consent between the employee and the Employer.

The vacation pay for bargaining unit members is paid at their hourly pay rate in effect on the date the benefit is used.

Bargaining unit members may donate accrued vacation to other bargaining unit members to be a dollar-for-dollar value rather than hour-for-hour. Donations into and/or out of the bargaining unit members shall not be unreasonably denied.

A maximum of forty-eight (48) hours of accrued vacation time shall automatically roll over to the following year, and any accrued hours in excess of forty-eight (48) hours shall be cashed-out out at 75% of the employee's regular rate of pay up to a maximum of ninety-six (96) hours.

Upon separation of employment, all vacation earned but not taken will be paid out to the separating employee on their final check.

Section 36.02 Sick Time

Sick time may be used during an employee's own illness or for an illness in the employee's immediate family. Immediate family is defined as and limited to, the employee's spouse, child, or parent, whether biological, step, foster, adopted, or Employer insured dependents.

Sick time will be limited to 2.72 hours accrued per pay-period and may accumulate up to thirteen (13) weeks of paid sick time. The Employer may request medical documentation to substantiate the need for paid sick time. Failure to provide acceptable documentation may result in disciplinary action and/or denial of the requested paid sick leave. Documentation may be required to release the employee back to full duty without restriction in the event that there is a reasonable basis for concern, or the sick leave exceeds seven (7) days.

Employees on another form of leave are not eligible to accrue sick time until after they have returned to work. Sick time may be used in four (4) hour increments. In the event of a documented hardship approved by the Human Resources Department, Employees may donate a maximum of two (2) weeks accrued sick leave time to other employees in a rolling twelve (12) months.

Section 36.03 Bereavement

Bargaining unit members are entitled to paid Bereavement Leave upon the death of a spouse (or domestic partner), child, and parent, including step or in loco parentis, for seven (7) calendar days.

Death of a sibling, grandparent, or grandchild shall entitle the employee to four (4) calendar days of paid leave.

The commencement of the bereavement leave shall be at the Employee's discretion, provided such leave is taken within thirty (30) days of death. Exceptions to this can be approved on a case-by-case basis by the Director of Operations.

All relationships are biological, adopted, step, or foster unless otherwise noted. Bereavement Leave for other relationships may be approved by management on a case-by-case basis.

Employees shall be entitled to paid Bereavement Leave to a maximum of forty-eight (48) hours per instance. Additional time off may be leave without pay or compensated from the

employee's Sick Time or Vacation Time. Management, at its sole discretion, may approve additional time in special circumstances (e.g., out of town funeral services).

Paid Bereavement Leave shall be capped at ninety-six (96) hours per rolling calendar year. Any additional bereavement time shall be unpaid or shall be deducted from the employee's Sick or Vacation accruals at the employee's discretion.

Management may require that employees provide reasonable documentation to support Bereavement Leave requests.

Section 36.04 Jury Duty

Employees must notify the Employer immediately upon receiving notification to serve jury duty whenever it may conflict with the employee's work schedule or duties. The employee must provide a copy of the jury summons to the Employer to serve as documentation.

If an employee's time off for jury duty would substantially affect business operations, the Employer should discuss with Human Resources the advisability of requesting a postponement of the duty. If postponement is rejected by the court, the Employer will honor the court's decision. If the employee agrees to the request for a postponement, it is the employee's responsibility to contact the Clerk of Courts with the request.

Employees will be paid for time off for jury duty at their regular base pay, for a maximum of two (2) calendar weeks. The employee will be granted appropriate paid leave for any shift or portion of a shift which immediately precedes jury duty obligations such that the employee will be well rested and able to attend to their juror duties. Employees will also retain any fee received from the court for jury service.

Section 36.05 Court Appearance

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition in connection with same shall be paid for time spent in connection with such activity provided such appearance is the result of performance of their job responsibilities at the Employer. Compensable time under this Section shall include time spent with attorneys or the Employer's representative in preparation for the proceeding. The employee shall submit to the Employer any and all witness fees received for complying with any subpoena. While reporting for subpoenaed hearing/meetings, employees must dress in appropriate attire.

When an employee is called to be a witness in his/her employment capacity for the Employer, time off for this purpose will be compensated at their regular base pay.

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition for activities not relating to his or her work duties (e.g., individual civil or criminal proceedings) shall be removed from shift without pay upon advance notice to the Employer of such activities. Employees may use accrued vacation or sick leave for lost hours of work.

Employees must provide a copy of the subpoena to the Employer at their earliest opportunity, but no later than forty-eight (48) hours upon receipt. A copy of the summons or subpoena is to be presented to their Employer. Unused, accrued time off may be used for this situation.

Section 36.06 Educational Leave

At the Employer's sole discretion, employees may be granted leave, with or without pay, for education purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skills, and professional ability.

Section 36.07 Voting Leave

The Employer recognizes an employee's civic responsibility for voting in local, state, and federal general elections. Due to the nature of the business we are in, it is highly recommended that all employees sign up for early ballot voting. Employees 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 with a minimum of forty-eight (48) hours advance notice to the Employer.

Section 36.08 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 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 37. Retirement Funding (401k)

Bargaining unit members shall be eligible to participate in the Employer's 401k retirement savings plan beginning the first day of the month following their first thirty (30) days of employment.

Upon commencement of the Priority Ambulance 401(k) employer contribution match plan, the employer shall match, per pay period, dollar-for-dollar, the employees earned wage contributions, consistent with the benefit plan document, with the following vesting schedule:

- 1 year of service 25% vested
- 2 years of service 50% vested
- 3 years of service 75% vested
- 4 years of service 100% vested

Article 38. Tuition Assistance Program

The Employer and the Union believe education leads to self-improvement and recognizes that the skills and knowledge of the bargaining unit is critical to the success of the operation.

The Employer agrees to maintain the Tuition Assistance Program Policy for all bargaining unit members as outlined in the current policy adopted January 14, 2020 (see Appendix C) through the duration of this Agreement.

Article 39. Printing & Supplying of Agreement

The Employer will ensure that a copy of this Agreement is available online. Employees are permitted to print a copy at work if needed, at no cost to the employee.

Article 40. Management Rights

The parties agree that it is the exclusive right of the Employer, subject to, and in accordance with, the terms of this Agreement and applicable laws and not inconsistent therewith to:

- A. Maintain order, discipline, and efficiency pursuant to this Agreement;
- B. Hire, direct, transfer, promote, discharge, suspend or otherwise discipline employees for just and proper cause;
- C. Install and require the operation of any equipment or supplies for the efficient and economical carrying out of the operations and undertakings of the Employer;
- D. Sell, lease, transfer, discontinue, or relocate any or all portions of the operations now or hereinafter covered or carried out at the premises covered by this Agreement, provided the Union is given the maximum notice of such change(s) and the opportunity to bargain the effects and impacts;
- E. Obtain written statements immediately from employees when an accident, incident, or injury occurs, provided such statements are on standardized forms which are mutually agreed upon by the Union and the Employer, and shall not waive or infringe upon an employee's Weingarten rights.
- F. Place an employee on paid administrative leave pending the results of an investigation if there is reason to believe the employee's actions may cause further harm to the Employer, its employees, or customers.
- G. Place an employee on unpaid leave, consistent with the terms of this agreement.
- H. At the Employer's sole expense, 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, 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.
- I. Remove an employee from shift, unpaid, for non-work-related illness or injury which affect their job performance while awaiting clearance from a healthcare provider.

- J. Pay additional compensation and determine the amount thereof to the employees over and above the hourly rate agreed to herein;
- K. Give additional benefits to bargaining unit members over and above the benefits established herein;
- L. Upon negotiation with the Union, determine and, from time to time, re-determine the necessary credentials or certifications of the employees, at the Employer's sole expense, and as hours worked to compensate any employees for meeting re-determined qualifications;
- M. 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;
- N. Determine and, from time to time, re-determine posting locations and posting plans for ambulance deployment in both interfacility and 911 markets, upon negotiation with the Union.
- O. In the event of an unforeseen bona fide contractual, regulatory, or compliance need, the employer may make an immediate temporary change to both posting locations and the associated posting plan. Upon exercising this right, the Employer shall immediately notify of the Union of such need and provide all necessary and relevant documentation supporting such need, including the changes to the posting plan(s). The Employer shall bargain the impacts and effects of such temporary change upon request of the Union within seven (7) days of the change. All other changes to the posting plan or posting locations will be negotiated through the terms herein.

Such negotiation(s) for changes to hours, wages, and working conditions (e.g., J, K, L) shall commence at reasonable times and the Union shall be provided adequate notice to allow the parties to successfully negotiate any proposed changes prior to any planned implementation date.

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

The Employer has the right to require employees to obey orders, even though deemed by such employee(s), or the Union, to be in violation of the contract, unless it is established that such order(s) 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.

Should either party wish to change or modify any topic or matter which is not addressed in this Agreement, the parties agree to meet to bargain in good faith over any such proposed topics or changes to mandatory subjects of bargaining. Should any proposed changes conflict with any other terms or provisions of this Agreement, the terms of this Agreement shall prevail.

Upon mutual consent, changes or modifications to permissive subjects of bargaining related to topics not addressed in this Agreement shall be negotiated in good faith to mutual Agreement.

Article 41. Emergency Situations


In the event of a local, state, or federal disaster/emergency, as defined and implemented by the governmental authorities, the Employer is permitted to modify work schedules, work times and other daily working conditions to adjust to the ever-changing needs of patients and communities during the state of emergency.

Prior to enacting the above, the Employer and Union will, at the earliest opportunity, meet and confer regarding any temporary changes which arise from the declared emergency situation that are at odds with this Agreement. Both parties shall work collectively to implement temporary changes as needed, and both parties shall make a good-faith attempt to adhere to the terms and conditions of this Agreement wherever possible to minimize any impacts on the workforce.

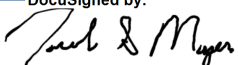
During such an emergency state, neither party shall be bound to timelines set forth in this Agreement.

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For The Union:
DocuSigned by:


91311DA563C240F...
Kevin A Burkhart
Date 12/18/2020

Union President

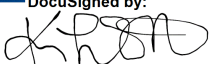
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Jacob Mayer
Date 12/19/2020

Union President-Elect

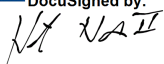
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Ryan Thompson
Date 12/18/2020


Union Vice President

DocuSigned by:

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Kacy Stoneburg
Date 12/19/2020

Union Secretary

DocuSigned by:

082D4656AF2F46B...
Hector Heredia
Date 12/19/2020
Union Trustee

For The Employer:
DocuSigned by:


630B21939E9E490...
Alan Smith
Date 12/18/2020
West Region President

Appendix A Hourly Compensation Wage Scale

Wage Step	VST	EMT	DISPATCHER	PARAMEDIC	REGISTERED NURSE
0	\$12.50	\$15.00	\$20.45	\$20.45	\$32.00
1	\$12.88	\$15.53	\$21.06	\$21.06	\$32.96
2	\$13.27	\$16.07	\$21.69	\$21.69	\$33.95
3	\$13.67	\$16.63	\$22.34	\$22.34	\$34.97
4	\$14.08	\$17.21	\$23.01	\$23.01	\$36.02
5	\$14.50	\$17.82	\$23.70	\$23.70	\$37.10
6	\$14.94	\$18.44	\$24.41	\$24.41	\$38.21
7	\$15.39	\$19.08	\$25.14	\$25.14	\$39.36
8	\$15.85	\$19.75	\$25.89	\$25.89	\$40.54
9	\$16.33	\$20.44	\$26.67	\$26.67	\$41.76
10	\$16.82	\$21.16	\$27.47	\$27.47	\$43.01