

UNITED EMERGENCY MEDICAL PROFESSIONALS OF
ARIZONA
LOCAL I-60
OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS



Collective Bargaining Agreement
Effective December 1, 2022 – December 31, 2025

Arizona Ambulance Transport
d/b/a American Medical Response of Cochise County

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Section 1. Agreement & Recognition

This agreement is entered into by and between Arizona Ambulance Transport, d/b/a American Medical Response of Cochise County, hereinafter referred to as the “Employer” and United Emergency Medical Professionals of Arizona, LOCAL I-60, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the “Union”.

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

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

Recognition

The Employer recognizes the United Emergency Medical Professionals of Arizona as the sole bargaining agent of all full time and part-time Emergency Medical Technicians, Paramedics and Registered Nurses, excluding all other employees, including office clerical, managerial employees, security guards, and supervisors as defined in the National Labor Relations Act (NLRA).

Except for disputes specifically pertaining to the definition of covered employees as certified in the NLRB election petition, this (Scope of the Agreement) provision shall be excluded from the grievance and arbitration procedure.

Employee Defined

The term “Employee(s)” is defined as individuals occupying those classifications’ defined above.

Extra-contract Agreements

In recognizing the Union’s sole and exclusive bargaining representative status the Employer agrees not to enter into any agreement(s) or contract(s) with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 2. General Provisions

2.02 Amendments

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between, and executed by, the Employer and the Union.

2.03 Waiver Clause

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subjects or matters specifically referred to or covered in this Agreement. However, nothing contained herein shall prevent the parties, by mutual agreement, from negotiating on any subject matter, nor will it void any specific provisions in this Agreement that expressly provide for bargaining.

With respect to the negotiations leading to the execution of this Agreement, the fact that a proposal was made and withdrawn during those negotiations shall not be used to prove that the party making the proposal had in any manner given up any rights granted to him elsewhere in this Agreement.

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

2.04 Complete Agreement Clause

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes and replaces all previously established private agreements, commitments, and practices whether oral or written, and expresses all obligations of and restrictions imposed on the Employer and the Union.

2.05 Savings Clause

This Agreement shall be subject to all present and future applicable federal and state laws, or Executive Orders of the President of the United States and other appropriate rules and regulations of bona fide governmental authority. The Parties agree that if any provision(s) of this Agreement becomes unlawful or invalid by virtue of the above or the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement; rather, all provisions of this Agreement that are not declared unlawful or invalid shall remain in full force and effect for the life of the Agreement. The Parties further agree that if any provision of this Agreement is held invalid or unlawful, they will enter collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

Section 3. Legal Indemnification

The Employer agrees to maintain liability insurance which covers the employees under this Agreement when they are in the performance of their duty, except where such conduct, action, activity, or decision arose out of an employee's dereliction of duty, conduct or violation of Employer Rules, Standard Operating Procedures, or Policies.

Section 4. Employment

4.01 Outside Employment

The Employer shall be considered by all full-time employees covered by this Agreement as their Employer of first choice. The Union agrees that Employer work requirements, including scheduled overtime, will have precedence over any outside employment. No employee shall be allowed to work for another public or private provider of primary emergency and/or non-emergency medical transportation services who is a direct competitor of the Employer without prior written approval from the Employer. If, in the determination of the Employer, the outside employment would place an employee in a conflict of interest any prior approval may be revoked by the Employer, and the Union agrees that such revocation shall not be subject to the grievance and arbitration provisions of this Agreement. Employees who are unable to maintain a high standard of work performance or who are unable to report to duty as required and/or scheduled by the Employer as a result of outside employment will be subject to appropriate corrective action up to and including termination.

The Employer will not pay any benefits for injuries or illness resulting from outside employment other than what is provided for by the employee's medical insurance, PTO accruals, or required by the FMLA or other applicable law.

4.02 Subcontracting

Employer agrees that it will not subcontract work to another provider of emergency or non-emergency services exclusively for the purpose of displacing bargaining unit employees.

4.03 Co-Staffing

Open shifts available for pick-up through the Employer's electronic system within the Arizona Ambulance coverage area can be staffed by other Local I-60 Employees within 72 hours prior to the shift start time through the established unscheduled overtime pick-up procedure.

Employees co-staffing will be paid at their regular hourly rate (or overtime rate as applicable) but will be eligible for all bonuses and shift incentives under this Collective Bargaining Agreement.

Section 5. Seniority

5. 01 Employer Seniority

Employer seniority shall be defined as an employee's continuous full-time or part-time employment from the employee's most recent date of hire. Continuous full-time seniority shall be used for purposes of determining, layoff, recall, time off accruals and benefits. Seniority for employees who change job classifications, (i.e. EMT to Paramedic) shall remain unchanged for purposes of time-off accruals and benefits.

The reinstatement of an employee following the grievance or arbitration process shall not be considered a break in service.

5.02 Bargaining Unit Seniority

Bargaining unit seniority shall be defined as the length of continuous service an employee is employed in a bargaining unit position, as defined in the Recognition Article. Bargaining unit seniority will be reinstated if an employee is re-employed within six (6) months or is reinstated via the grievance or arbitration process.

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

5.03 Classification Seniority

Classification seniority shall be defined as the length of continuous service an employee is employed in a classification position, (e.g. Paramedic, EMT, Registered Nurse). Classification seniority shall be for the purpose of layoff and recall or in cases of a tie related to a shift bid.

5.04 Loss of Seniority

An employee shall lose all seniority rights for any of the following reasons:

- Resignation, unless rehired within six (6) months.
- Discharge for cause.
- Six (6) months of continuous layoff.
- Failure to report on recall to work following layoff within fourteen (14) calendar days from the date of receipt by certified mail.

Section 6. Probationary Employees

6.01 Probationary Periods

Newly hired Employees shall be considered probationary for the following time periods:

Full Time: Six (6) months from date of hire or their date of transfer into the bargaining unit

Part Time: Twelve (12) months from date of hire or one thousand forty (1040) hours worked, whichever occurs first, but not less than six (6) months.

Probationary periods may be extended for an additional three (3) months. The first thirty (30) day extension shall be at the sole discretion of the Employer. Any extension above the initial thirty (30) days shall be by mutual agreement between the Employer and the Union.

The Parties agree that if any extension of the probationary period occurs the reason will be communicated to the employee in writing including a plan to improve and an expected timeline to complete the improvement.

6.02 Discharge during Probation

At any time prior to the completion of the probationary period, the Employer may discharge a probationary employee with or without cause and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 7. Reduction in Force and Recalls

Should it become necessary for the Employer to reduce the size of the workforce, the Employer shall notify the Union at the earliest possible opportunity but in no event less than fourteen (14) days prior to the layoff. Layoffs shall be by inverse order of classification seniority, beginning with probationary employees.

As positions become available, qualified employees shall have the right to be recalled within six (6) months from the date of layoff beginning with the most senior employee in the classification being recalled. Employees recalled to employment shall be sent a certified letter announcing such recall. Recalled employees who fail to respond within seven (7) days from the date of the recall letter or refuse a recall to their former classification shall be considered to have waived their recall rights. After six (6) months, employees who have not received written notice of recall will no longer be eligible for recall. Employees recalled from layoff within six (6) months from the date of layoff shall be reinstated to a position in their former classification and shall have all benefit levels restored as if they had not left.

Such employees will have health benefits restored effective the first day of the month immediately after the month in which they return to work.

Qualified employees shall have current and valid licenses and certifications upon recall. Failure to have current licenses or certification will invalidate the employee's recall to employment. A position will be held, up to a maximum of thirty (30) days from the date the recall notice is mailed, for employees who are in the process of obtaining current licenses and certifications.

Employees who have been notified in writing by the Employer that they will be laid off may apply for an existing vacant position with the Employer provided that they meet all required qualifications.

Employees who accept such a position shall be paid the rate of pay of the new classification and shall retain their position on the recall list until such recall rights have expired as provided in this Article or until recalled to their former position, whichever comes first.

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.

7.01 Continued Training and Education

Employees who are awaiting recall, and are not otherwise actively employed in emergency services elsewhere, shall be permitted to attend any continuing education courses offered and provided by Arizona Ambulance, free of charge, Advanced Cardiac Life Support, Pediatric Advanced Life Support, Basic Life Support, etc.

Section 8. Substance Free Workplace and Employee Examinations

The Union and the Employer are committed to maintaining an alcohol and drug free workplace for the safety of employees, patients, and the public. The Union and the Employer agree that bargaining unit employees shall be subject to the Employer's Substance Abuse Prevention Policy unless otherwise stated below.

The Employer agrees to meet and confer with the Union over the implementation of any system of random or periodic testing program at least ninety (90) days prior to the required implementation date. Such discussions shall include the specific requirements of the program, the process for implementing the program and the impact of the program on affected employees.

In the event a random testing program is implemented, a third party shall be used to administer the program, inclusive of determining which random employees are selected for testing. Employees

subjected to a drug/alcohol test shall be placed on paid Administrative Leave until the results of the test have been obtained.

Employees shall not drink alcohol or be under the influence of alcohol or drugs while on duty or off duty on Employer property, or while in uniform at facilities served by the Employer. Employees must refrain from use of intoxicants during duty hours and upon no circumstance will report to work under the influence of a drug or alcohol.

Any employee that reports to the Employer that they have a drug/alcohol abuse problem will be referred to the Employer's Employee Assistance Program (EAP) to coordinate participation in a drug/alcohol treatment program. Treatment will be at the employee's expense. Continued employment will be contingent upon the following:

- The employee must sign a release of information requiring the treatment program to notify the Employer of the employee's general progress in the treatment program
- The employee must successfully complete the treatment program and any aftercare services as recommended per their treatment plan
- The employment status of the employee will be probationary during the treatment program and for one year after the successful completion of the program
- The employee's work status will be determined on an individual basis, during treatment and after care, based on the recommendation of the treatment program
- The employee may be required to take and successfully pass random drug screenings required by the Employer during the probationary period

Except in the course of work, Employees on duty or in uniform shall not use, sell, distribute, or possess illegal drugs, alcohol, drug paraphernalia, or controlled substances. Employees, while in uniform, shall also refrain from entering establishments where the primary purpose of which is serving alcohol, except in the line of duty.

Employees who lawfully use prescribed drugs or over the counter medication that may affect or impair their job performance must advise their supervisor prior to the beginning of their shift. Failure to do so may result in corrective action.

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

The Employer may use expediated drug/alcohol testing processes when necessary to test employees due to certain potential violations or controlled accidents. In the event the expediated testing results in a positive outcome, the employee shall be subjected to a urine or blood drug/alcohol test and shall be placed on unpaid Administrative Leave until the results of the urine or blood test have been obtained. If

the examination is negative, the employee may return to work and will be paid for any scheduled time missed.

Employees shall notify the Employer of any conviction for a criminal drug violation within five (5) days of such conviction.

8.01 Fitness for Duty Test/PAT

The Employer retains the right to require an employee to submit to a fitness for duty test for all post incident, accident and/or workers' compensation injuries, controlled substance diversion investigation, on approved leave or out of work for more than thirty (30) calendar days, (excluding approved PTO). If the fitness for duty test is conducted at a location other than that of the Employer, the employee shall be reimbursed for mileage measured from the operations center to the location of the fitness for duty test.

Personnel conducting fitness for duty tests on behalf of the Employer pursuant to this section shall be appropriately qualified to conduct the test. Employees shall not be required to authorize a greater release of information to the Employer other than whether the employee is fit or unfit for duty and, if unfit, only identify the employee's functional limitations to performing the essential functions of their job classifications.

Employees who are found to be fit to perform the essential functions of their job classifications shall be allowed to continue working their regular positions and assignments.

If an employee fails a fitness for duty test, the employee will be placed on leave of absence for a maximum of one-hundred and twenty (120) days without pay or until the employee successfully passes the fitness for duty test, whichever occurs first. Employees may utilize any accrued PTO during such a leave of absence. Employees who remain unable to pass a fitness for duty test after the extended leave may be separated from employment, subject to the requirements of applicable leave and disability laws. Short term extensions maybe be considered solely at the discretion of the Employer.

8.02 Medical, and/or Psychological Examination

The Employer may require employees to undergo a medical, and/or psychological examination to ensure employees can safely perform the essential functions of their job classifications as specified in established Employer job descriptions or when there are objectively identifiable reasons to believe that an employee may not be capable of performing the essential functions of their job classification. The Employer shall be solely responsible for the cost of the examination.

Should the Employer require an employee to complete a medical and/or psychological examination pursuant to this subsection, the employee shall receive their regular compensation for all time spent in the examination and/or test itself. Additionally, if the medical, and/or psychological examination conducted at a location other than that of the Employer, the employee shall be reimbursed for mileage

measured from the operations center to the location of the medical, physical, and/or psychological examination.

If an employee fails to pass the examination the employee will be placed on leave of absence for a maximum of ninety (90) calendar days without pay or until they successfully pass the examination, whichever occurs first. If the employee fails the examination, the employee may obtain a second opinion by a physician of their choosing and at their own expense. The employee shall ensure the basis for examination as reported to the initial physician from the employer is provided to their physician, (indicated in writing from the employee's physician) so that an informed examination may be performed. In the event the second opinion contradicts the initial examination, the Employer may obtain a third opinion by an alternative physician that will be paid by the Employer. This third opinion shall be final and not appealable. Short term extensions maybe be considered solely at the discretion of the Employer for the purposes of seeking additional opinions as outlined.

Should the leave of absence expire prior to the employee passing the examination said employee may be terminated from employment. Such termination shall not be grounds for appeal under the grievance and arbitration provision of this Agreement.

Section 9. Equal Opportunity/Non-Discrimination

9.01 Non-Discrimination

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

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

9.02 Arbitration/Litigation Waiver Election

Grievances alleging unlawful discrimination or harassment in violation of this Agreement may be pursued and resolved through the grievance and arbitration procedure contained in this Agreement, provided that all requirements for the filing and maintenance of a grievance through arbitration are satisfied and that the employee and/or Union have not initiated or filed a complaint or legal action based on the same event(s) with a federal, state or local agency or court. The initiation or filing of a

complaint or legal action alleging unlawful discrimination or harassment with a federal, state, or local agency or court shall waive the employee's and/or Union's right to pursue the same matter as a grievance pursuant to this Agreement. Any grievance alleging unlawful discrimination or harassment shall be deemed withdrawn at any step of the grievance and arbitration procedure upon the filing of such a complaint or legal action. Employees and the Union are not required to exhaust the grievance and arbitration procedure of this Agreement before initiating or filing a complaint or legal action alleging unlawful discrimination or harassment with any federal, state, or local agency or court.

9.03 Harassment

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

Section 10. Union Activities

While on duty, the Union and/or bargaining unit employees shall not solicit Union membership, collect Union dues, or conduct Union business at any time on the premises of hospitals or other facilities serviced by Employer. The Union agrees that in the performance of the Union's responsibility as the exclusive representative union officials, stewards or members shall not interfere in the Employer's operation or impede on Employee's ability to complete their job duties.

The Union agrees that its business representative or another authorized representative shall notify the Employer, by contacting the Program Director/Operations Manager or his/her designee, before visiting the Employer's premises, and that Union visits will be permitted between 0800 and 2000 hours.

The Union agrees that during visits to the Employer's premises, its representation shall not interfere with the performance of work duties by any employee, and that all Union representatives will abide by the Employer's work rules and policies, including but not limited to all health and safety rules and all Employer Standards of Conduct.

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

The Employer recognizes the right of the Union to designate representatives or stewards. Within twenty-one (21) calendar days following the ratification of the Agreement, the Union shall notify the Employer in writing of the designated Union representatives and/or stewards. Additionally, the Union

agrees to notify the Employer in writing within seven (7) calendar days of any changes to such designations.

The Employer agrees to provide each new-hire's names and contact information.

10.01 Information Requests

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

Such requests shall be made through the Program Director or Operations Manager and shall be provided within a reasonable amount of time.

10.02 Bulletin Board Space

The Employer shall allow an accessible Union provided bulletin board equal in size to the Employer's current bulletin board for the Union's exclusive use in mutually agreeable locations at each operation site to which bargaining unit employees are assigned.

The space provided for such bulletin boards will be maintained by an official Union representative, with the posting or removal of bulletins and publications to be handled only by the Union. All notices shall be on Union stationary or bear the Union's insignia. The Union agrees any announcements and notices shall not be of a derogatory or inflammatory nature, with a copy shall be provided to the Employer prior to the distribution.

The Employer retains the right to object to any postings on Union bulletin boards that it deems to be derogatory or inflammatory in nature. Postings that are objected to shall not be placed on the union's bulletin boards until such time as the Employer and the Union agree on the postings content.

10.03 Union Insignia

Employees may wear an official UEMPA Insignia on their Class B Uniform. This insignia will be a pin no larger than one (1) inch in diameter with protected backing and will be worn centered, above the nameplate.

At the Employer's discretion the Union may be authorized to apply one standard IAFF Union Insignia sticker to any ambulance within the organization. Application of such sticker will be at the discretion and approval of the Program Director or Operations Manager including location and type of sticker.

10.04 Union Representation

Any employee covered under this Agreement shall have the right to request official Union representation during any meeting, (virtually or in person) that is of an investigative nature that is thought to lead to disciplinary action of the employee.

In the event an employee is summoned to participate in a drug test by a Employer representative, the employee will have the opportunity to consult with a Union Representative, over the phone, if necessary, should they request to do so.

In any meeting where Union representation is requested, the number of Union Representatives shall not exceed the number of Employer representatives including Human Resources personnel with one (1) representative being designated as the speaker or primary representative for the employee and one union officer.

Bargaining unit personnel shall be responsible for contacting the union representative of their choosing, within twenty-four (24) hours. The Union representative shall be responsible for notifying the Employer of their requested representation and shall schedule a meeting for a mutually agreeable date, time, and location within a maximum of twenty-four (24) hours from the notice of representation.

The Parties by mutual agreement may agree to conduct the meeting over the phone or on another virtual platform and the venue should be documented in the investigation notes.

The Employer shall obtain the employee's acceptance or refusal of union representation using the form "Notice of Union Representation", as identified in Appendix A of this Agreement.

Section 11. Union Dues Check-Off & Employee Status Reports

The Parties agree membership in the Union is voluntary. Employees who seek membership with the Union agree to have dues deducted from their wages and shall authorize such deduction via a signed authorization for monthly dues, initiation fees and lawful assessments, in amounts designated on the Employer's Dues and Assessments Processing Sheet (DAPS) as defined in Appendix "A", which shall be completed by the Union.

Should the Union choose to use an electronic dues authorizations form for employees who volunteers to become members of the union, it shall include all provisions as defined on their non-electronic authorization form. Electronic authorization forms shall only be accepted if the signature capturing software provides for a certificate of completion, such as DocuSign, identifying the date and time the employee electronically signed the document, and the employees email address.

Said deductions shall be made each payroll period of each month and forwarded to the Union by Electronic Funds Transfer (EFT) or by mail immediately thereafter, and upon transmittal of said funds, the Employer's obligation and responsibility shall cease with respect to such deductions, including any obligation and responsibility to correct any errors prior to transmittal.

The Employer shall be relieved of its obligation for collecting deductions in the event Union's dues calculations/formulas (e.g., hours worked, annual earnings, gross wages, etc.) are not compatible with the Employer's dues deduction process. The Union shall immediately protect, wholly indemnify, and hold the Employer harmless against all claims made against, or suits instituted against, or cost of any kind, including attorney's fees, the Employer evolving out of this Article.

Additionally, the Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an unpaid leave of absence, or (e) an arbitration award; or (f) revocation of a voluntary dues check-off authorization by the employee(s), or (g) upon expiration of this Agreement or any extension agreement thereof.

In the event the Union changes the regular union due's structure or amount the Union shall provide the Employer with a thirty (30) calendar day notice and forward to the Employer at the time of notice a processing payment of two hundred and fifty dollars (\$250).

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

The Employer agrees to remit any deductions made pursuant to this provision monthly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Itemized statements may be sent to the President or their designee electronically.

Monthly, the Employer shall provide an electronic report (e.g., Excel Spreadsheet) of terminations, and all employees in the bargaining unit(s) to which this Agreement pertains. The reports shall include full name, date of hire, job classification, work location, union status, mailing address, e-mail address (where available), and current wage rate.

Section 12. Driving Status

As a condition of employment, all bargaining unit employees are required to maintain an active driver's license and operate company vehicles as part of their job duties. Newly hired bargaining unit employees whose duties of their job classification are required to maintain an active driver's license and drive, shall be provided EVOC training.

The Union agrees to adopt the Employer's Vehicle Safety Policy. Employees are required to meet all Employer Driver Qualification Standards as a condition of employment.

Section 13. Payroll Processing and Errors

Changes to payroll procedures that directly relate to employee use of the timekeeping or payroll system shall be communicated to all affected personnel.

Absent a major system shutdown or system outage, shortages in an employee's paycheck resulting from an Employer or employee error, shall be corrected by a manual check or direct deposit as soon as possible but no later than five (5) business days (Monday – Friday) after discovery or notification of such error, provided such shortage is more than \$300.00. Errors less than \$300.00 shall be corrected on the employee's next regularly scheduled paycheck.

Employees who have a self- created payroll error may be subject to corrective action. In any instance where two (2) or more employee caused (e.g., missed punches) payroll errors occur the employee may forfeit the ability to receive a manual check correction.

The Employer will notify the affected employee when the manual check is ready for pick-up at the Employer's main operation.

Section 14. Viewing of Personnel Records

Any employee covered under this Agreement shall have the right to view their personnel file, by scheduling a meeting with the Human Resource department at least five (5) business days prior to the requested appointment during normal business hours. Upon electronic transfer of all employee personnel files into Workday, such appointment must be requested at least five (5) business days in advance and the meeting must be scheduled within (10) days from the request of the meeting. Should Human Resources need to extend the timeline, notice will be provided in advance to the union.

An authorized Union representative shall have the right to review a specific personnel file of any employee who is the subject of a grievance, provided the employee whose file shall be reviewed has signed a consent form to allow the union to review said file. A request to review a personnel file shall be made at least five (5) business days prior to the requested appointment, during normal business hours. The Human Resources Manager or a person designated by the Human Resources Manager shall be present when employee personnel files are reviewed.

Section 15. Meal Periods

The Employer and the Union recognize that meal periods are part of an employee's regular schedule and that it is the employee's responsibility to take meal period(s) during their shift.

Due to the nature of the Employer operations, the need for Employer services will vary widely with each scheduled workday, and there are instances when Employees cannot be completely relieved of all duties during a meal period. To allow for these circumstances, meal periods are paid periods during an employee's daily work schedule without any deduction of time at the Employee's regular rate of compensation.

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

Employees are responsible for scheduling their own meal periods and should take such meal periods within the employee's geographic area of assignment. Employees on a long-distance transfers, should take their meal period when operationally feasible and advise communications as to their status. Meal periods shall not exceed thirty (30) minutes and may be interrupted by emergency calls, non-emergency calls, post moves, or when operationally necessary.

Section 16. Station Maintenance & Accommodations

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

The Union agrees that employees are responsible for day-to-day cleaning of their facilities to maintain sanitary conditions, (e.g. bathrooms, bedrooms, kitchen, day room).

Repairs to, and/or replacement of, station equipment, furniture, mattresses, etc. will be addressed and remedied within a reasonable time frame from notification. Any remedy which will extend beyond sixty (60) calendar days will be communicated to the Union and/or reporting party including an expected timeline for resolve.

16.01 Climate Control

All Employer owned facilities and vehicles will have cooling and heating systems which are in good working order and maintain the requirements and recommended standards issued by OSHA. The Employer will make every effort to ensure all property owners where the employer leases space will also comply with OSHA standards for all indoor work facilities.

16.02 Crew Accommodations

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

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

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

1. AC/heat.
2. In-quarters bathroom, where possible, with hot and cold running water of drinkable quality. Where in- quarters bathrooms are not possible, employees must have 24 / 7 access to an in-building bathroom.
3. A shower or nearby shower with 24/7 access.
4. A kitchen area with a microwave, cook top (or similar), sink, and standard refrigerator.
5. Sleeping area separated with a door from operational areas with twenty-four (24) hour or greater assignments.
6. Beds for all assigned crew members when assigned to twenty-four (24) hour or greater shifts.
7. The Employer will ensure appropriate accommodations are available for trainees and students in stations with twenty-four (24) hour or greater shifts.
8. A day room with satellite / cable TV, where available.
9. Proper lighting in all areas.
10. Window coverings, blinds, or privacy film where applicable.
11. Cleaning supplies (vacuum, broom, mop, paper towel, toilet paper, plunger, bowl brush and disinfectant).
12. If permitted by the owner of the property and in accordance with State and local law or ordinances, the area outside of quarters shall have running water for cleaning ambulances.
13. Computer with network connection for clocking in, and other employer related business.
14. Wireless Internet in accordance with employer policy related to appropriate use of internet.
15. Adequate comfort seating for assigned crew members
16. In quarters washer and dryer or access to a nearby, employer owned washer and dryer.

Repairs required to correct safety hazards shall be completed as soon as practical. Should the Employer determine a hazard poses an imminent danger to health or life safety, the Employer shall temporarily relocate affected employees to a safe location while facilitating any necessary repairs. The Employer agrees to provide notice to the union of such issue and movement of the affected employees.

The Labor Management committee may make recommendations and suggest a priority of station needs and improvements to the Regional Director.

16.03 Parking

The Employer shall provide employees with adequate parking, and where available and provided by the owner, lighting for personally owned vehicles at no cost to the employee.

Should a lack of lighting pose a safety risk to the employees, the parties agree to work to address the issue through the Labor Management Committee.

Section 17. Health Immunizations

The Employer recognizes its responsibility to provide a safe and healthful working environment for employees. The Union also recognizes its responsibility to cooperate with the Employer in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.

The Union recognizes the right of the Employer to implement and enforce safety rules as may be required to comply with local, state, or federal laws and regulations and OSHA requirements, or to comply with the contractual safety and OSHA requirements of the Employer's customers. All employees shall be required to abide by such safety and OSHA rules. Employees who violate the safety and OSHA rules may be subject to appropriate corrective action.

The Employer will provide the following immunizations and/or follow-up testing at no cost to employees:

- A. Hepatitis B
- B. Hepatitis B—Titers as required
- C. Influenza - annually
- D. T.B. Testing - annually
- E. As otherwise required by the federal, state, or county departments of public health.

If the Employer provides an immunization, the Employer shall not be responsible for fees incurred by any employee who obtains it elsewhere. All employees shall either obtain each immunization provided by the Employer or sign a waiver as requested by the Employer. In the event, during the term of this Agreement, the Employer no longer provides such immunizations, the Employer shall then be responsible for reimbursing any employee for any fees any employee incurs in obtaining such immunizations elsewhere.

17.01 Mandated Isolation or Quarantine

Should an employee have absences caused by state, local or federally ordered isolation or quarantine, the absences will be considered excused with pertinent documentation approved by the Employer's designee.

Section 18. Uniform & Appearance

Employees shall be required to wear as a uniform, a dark blue Arizona Ambulance t-shirt, long pants or uniform shorts and black boots with safety toe protection.

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

Should the Employer rebrand part or all of the Arizona Ambulance operation, the Employer will replace, at no cost to the employee, all branded t-shirts on a one for one basis.

Hair should be no longer than shoulder length, should be clean and always combed. If hair extends beyond shoulder length it should be tied back and secured away from face when providing patient care. Facial hair, if chosen to be worn, should be trimmed, and well kept. Employees shall not have facial hair that will interfere with the N95, P100 or similar respiratory masks at any time.

Due to safety concerns any jewelry worn should not dangle from the body, including earrings, nose rings and necklaces. Fingernails or any other accessories must not interfere with job duties at any time. All clothing must be worn in a presentable and professional manner and represent the appropriate uniform. Any perfume or cologne, if worn, must be conservative in nature.

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

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

18.01 Uniform Allowance & Allotment

The Employer, at no charge to the employee, will replace all damaged or contaminated uniforms. Intentional damage to uniforms may result in corrective action.

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

1. Full-time employees shall be provided with three (3) navy blue uniform t-shirts with Arizona Ambulance logo (inclusive of heat patches); (either long or short sleeved).

2. Part-time employees shall be provided with three (3) navy blue uniform t-shirts with Arizona Ambulance logo, (inclusive of heat patches) (either long or short sleeved).
3. Full-time employees shall be provided with three (3) navy blue EMS style duty pants or uniform shorts, at the employee's choosing.
4. Part-time employees shall be provided with three (3) navy blue EMS style duty pants or uniform shorts, at the employee's choosing.
5. All employee's will be provided with one (1) sweatshirt either full zip, partial zip, or crew neck at the Employer's expense.
6. All employee's will be provided with two (2) Class B, button-up shirts, short or long sleeve, at the employee's discretion.

All new hire employees shall be provided with the following additional uniform components:

1. One (1) cold weather (tundra type) jacket or three seasons type jacket (employee's discretion).
2. Hat (baseball cap or beanie, at employee's discretion).
3. Black Belt (of employee's discretion).
4. One pair of boots w/ protective safety toe
5. One (1) sweatshirt either full zip, partial zip, or crew neck.

18.02 Replacement of Worn or Contaminated Uniform Components

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

18.03 Optional Uniforms

Notwithstanding the provisions outlined above, employees may, at their discretion, purchase additional optional items from an approved uniform list provided by the Labor/Management Committee.

18.04 Promotion

Employees who promote in certifications or licensure shall be given three (3) new appropriate t-shirts in exchange for their prior certification uniform shirts, two certification patches, and two certification employer patches.

Section 19. Labor/Management Committee

The Union and the Employer agree to establish a Labor-Management Committee (“LMC”) for purposes of discussing work related matters and/or concerns that include, but are not limited to, health/ safety and system status related items, and for promoting a harmonious working relationship between the Union and the Employer. However, the parties acknowledge that matters pertaining to mandatory subjects of bargaining shall not be discussed. The LMC shall have no authority to change, modify, alter, or amend this Agreement. Additionally, any recommendations from the labor management committee shall be advisory only.

The LMC shall be composed of no more than three (3) members named by the Union and three (3) representatives named by the Employer. Upon mutual agreement, either side may bring additional individuals to meetings as subject matter experts or meeting facilitators.

Unless the parties expressly agree otherwise, LMC meetings shall be held quarterly at times and locations mutually acceptable to the Union and the Employer. The LMC may meet more or less often upon mutual agreement of the parties. Each party shall submit an agenda of items to be discussed at each LMC meeting at least fifteen (15) calendar days prior to the meeting.

Section 20. Wellness-Fitness Initiative

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

Upon ratification of this Agreement, the parties agree the Labor Management Committee will, before the end of 2023, create a safe on-duty exercise program. Upon mutual agreement of the program, each party agrees to contribute \$1,000 each for the purchase of equipment, additional items and services to facilitate the implementation.

Section 21. Continuing Education and Training

The Employer and Union agree that it is the bargaining unit employee’s responsibility to maintain the necessary certifications and/or licenses to function within their job classification. This shall include ensuring that all continuing education requirements established by medical direction and/or Arizona Department of Health Services (ADHS) are met allowing an employee to maintain their certification/license. Failure to maintain certification/license may result in termination.

All expenses associated with obtaining the appropriate continuing education and maintenance of certification/license shall be borne entirely by the employee. However, such costs for continuing education (e.g. course fees, book fees) shall be reimbursable provided such classes are not offered by

the Employer within one hundred eighty (180) days prior to the employee's certification/license expiration date.

It shall be the sole responsibility of the employee to attend/successfully complete required courses to maintain their current license or certification and position with the Employer. Failure on the part of an employee to attend and successfully complete the courses shall be grounds for corrective action up to and including separation from employment. In the event additional course(s) are required through medical direction, such course shall be added to the list and provided free of charge to the employee.

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

1. AHA Basic Life Support Course (Healthcare Provider CPR)
2. AHA Advanced Cardiac Life Support
3. AHA Pediatric Advanced Life Support
4. NAEMT Emergency Pediatric Care (EPC) OR AAP Pediatric Emergencies for Pre-Hospital Providers (PEPP) or similar pediatrics course
5. NAEMT Pre-Hospital Trauma Life Support (PHTLS) or ITLS
6. NAEMT Advanced Medical Life Support (AMLS)

All courses listed above will be offered in additional locations (e.g. Sierra Vista) within 180 days after execution of this Agreement. Bargaining unit members shall be permitted to attend free of charge. Should the employee need to attend a refresher (ALS or BLS) course (or similar e.g. NCTI), not provided free of charge by the Employer, they may seek approval in advance from the Program Director for reimbursement of the class. Approval for reimbursement must be requested at least thirty (30) days prior to the scheduled course. Approval or denial by the Employer shall be at the sole discretion of the Program Director.

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

The Employer may also require mandatory attendance to other training programs, station meetings or area familiarization and education required by contracted customers, the employee's Medical Director, or the Administrative Medical Director of the Employer. Employees will be paid their regular hourly wage as hours worked while attending the training. However, such training must be approved in advance by the Regional Director or his/her designee.

21.01 Licensure, Accreditation, and Certifications

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

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

Employees who turn in their licensure and/or certification after they were removed from the schedule within the 48- hour period prior to return to their regular schedule will be allowed to pick up open shifts and special events once the employee's license and/or certification has been validated.

Employees who fail to maintain their licenses and/or certifications or fail to provide their update certification or license to the Employer shall result in corrective action, up to and including separation from employment. It is the responsibility of each individual employee to ensure that all licenses, certificates, are maintained. The costs of recertification (e.g. Arizona Department of Health Services, National Registry of Emergency Medical Technicians, Arizona State Board of Nursing) shall be the sole responsibility of the employee.

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

Employees who perform work duties without the required government license or certificate, shall be immediately terminated from employment and may be subject to any penalties, fines or reimbursement resulting from working without the required certification or license in accordance with local, state and federal laws. Employees who notify the Employer prior to the expiration or loss of a required license or certificate shall be given thirty (30) calendar days to obtain a current and valid license or certificate. Employees whose required license or certificate is not renewed within thirty (30) calendar days shall be cause for separation from employment.

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

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

Section 22. Tuition Reimbursement & Paramedic Training Program

To assist employees in developing and learning new skills through educational institutions or programs, employees may participate in a Tuition Reimbursement Program.

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

1. Successful completion of the employee's probationary status
2. Courses must be offered through an accredited academic educational institution.
3. Courses must be deemed relevant to the employees current or prospective role.

Approval may be denied at management's discretion.

22. 01 Higher Education Reimbursement

Employee's seeking tuition reimbursement shall submit all requests in writing to the Regional Director identifying the courses and the educational institution. Requests for tuition reimbursement must be submitted to the Regional Director for approval no later than fifteen (15) days prior to the beginning of the employee's first class.

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

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

The Employer may approve students to receive tuition reimbursement toward a degree of higher education. The maximum amount of reimbursement under this Program is \$2,500.00 per employee per

fiscal year (January 1 – December 31). The Regional Director must approve all applications and/or exceptions in advance and in writing.

22.02 Payment Processing

The following documents must be sent to the Employer designee for final payment approval to ensure the employee has not exceeded the maximum per year allowance.

Reimbursement shall be processed within sixty (60) calendar days following submission of the following:

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

22.03 Paramedic School Assistance

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

1. The Employer shall pay for all tuition costs above any grants or scholarships received by the employee to attend paramedic school. The number of participants shall be dependent upon operational need and subject to the discretion of the Employer.
2. Employees who enroll in an accredited paramedic program shall be removed from their regular shift and shall receive twenty-four (24) hours of pay at their regular rate of pay, as hours worked. In order for the employee to receive the twenty-four (24) hours of pay referenced above, the employee is required to work a minimum of twenty-four (24) hours per week.
3. To help ensure that employees in this program maintain their minimum hour requirement, they shall be permitted to fill vacant shifts up to twenty-four (24) hours prior to enacting the overtime process. Nothing shall prohibit or restrict employees from working additional hours or overtime.
4. Once the student reaches the vehicular portion of the program they will:
5. Be paid their regular hourly rate for all hours worked "as a third", while acting as a paramedic student assigned to a regular schedule.
6. No longer be required to work an additional 24 hours as an EMT.
7. No longer be compensated an additional 24 hours, as long as they are scheduled for at least 48 hours per week as a student on an assigned unit.
8. Employees who are approved to participate must execute a minimum work requirement contract with the Employer guaranteeing that upon completion of the paramedic program the employee will remain and work as a paramedic for a minimum of two years, absent any separation for cause by the Employer.

22.04 Separation of Employment

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

Section 23. Hours of Work & Overtime

23.01 Employee Definitions

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

Part-time bargaining unit employees are employees who work less than forty (40) hours per week and who must work a minimum of one hundred forty-four (144) hours per quarter.

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

Part-time employees who do not meet the minimum quarterly hour requirement for two (2) consecutive quarters will be separated from employment.

23.02 Overtime

The Employer will assign, through its electronic scheduling system, overtime for open shifts on a first come first-serve basis. Should two employees submit requests for the same shift at the same time, the shift shall be awarded to the person with the most seniority. It is the responsibility of the employee to monitor the Employer's scheduling system to determine whether their overtime shift has been approved.

23.03 Shift Cancellation

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

Employees on an unscheduled overtime shift that arrive at work and are cancelled shall be assigned to another open shift, in the same business unit, if available. If a same or similar vacancy is not available

the employee will be released from the remainder of their shift and shall be compensated the greater of the actual hours worked, or a flat rate of two (2) hours as hours worked.

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

23.04 Shift Hold-Over

Both parties understand the need for shift hold-over. Should the potential for a holdover arise, the on-duty supervisor or his/her designee will seek to find voluntary coverage before a mandatory holdover is implemented. In the event an employee is to be held over, the Employer will notify the employee as soon as possible.

Employees may be subject to a holdover for up to four (4) hours following the scheduled end of their shift unless on a call that takes them past the four (4) hour limit. Should an employee be held over, the employee shall receive one-half (0.5X) times additional compensation as a premium for all hours held over.

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

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

23.05 Open Shift Incentives

From time to time, management may determine the need to institute temporary shift incentive for open shifts. Such monetary incentives will be based on operational needs and shall be defined and determined at the sole discretion of the Employer at the time such incentive is instituted.

23.06 Local Disasters

In the event of a local disaster or catastrophe as declared by a governmental agency, such as earthquake, fire, flood, explosion, widespread power failure or other acts outside the Employer's control that reasonably require all available employees to report for work or remain on duty, the provisions of this Agreement pertaining to scheduled paid time off, lunch and rest periods, job postings, shift changes and transfers shall be suspended and the Employer shall be relieved of any obligation to adhere to those provisions during emergency operations. In the event an employee is on an approved paid leave at the time of a local disaster such leave shall be honored. The Employer shall honor all prescheduled time off for employees who purchased non-refundable tickets or have made other non-recoverable economic commitments for use during their prescheduled time off. Bargaining unit employees who are on duty when a disaster or catastrophe occurs shall be afforded every reasonable opportunity to ensure the welfare of their families.

23.07 National Disasters

Bargaining unit employees who volunteer for deployment to national disasters as part of the Employer's Emergency Response Team shall be covered by the Employer's National Disaster policy during the deployment, except that bargaining unit employees remain subject to the just cause standard for corrective action and the grievance procedures of this Agreement. For employees deployed under these circumstances the Employer shall be relieved of all obligations under this Agreement; however, the Employer shall maintain the following conditions:

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

23.08 Volunteer Ambulance Mobilization Teams

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

The Employer agrees to notify the Union and employees in writing as soon as feasible if one of the above disaster clauses is to be enacted.

Section 24. Staffing and Attendance

Policy

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

24.01 Work Week

The work week is defined as a seven (7) consecutive day period beginning at 0000.00 hours on Sunday and ending at 2359.59 hours the following Saturday.

24.02 Workday

The workday shall be defined as a twenty-four (24) hour period beginning at 0000.00 hours and ending at 2359.59 hours.

24.03 Clocking In/Clocking Out

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

Employees may clock in up to seven (7) minutes prior to their scheduled start time. All punches that occur after 7 minutes after the scheduled start of the employee's shift, may be 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. Failure of an employee to clock-in or out may result in a delayed paycheck and subject the employee to corrective action.

Employees may clock in/out on a employer computer, timeclock, or personal cell phone so long as they are on employer property or at a management 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 prior to clocking in.

If the timekeeping software is down, the employee should report the outage to their supervisor as soon as possible. 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 or using another Employer approved procedure. 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 Kronos being unavailable/inaccessible shall not be grounds for corrective action.

24.04 Absences, Callouts and Tardies**General**

Regular and punctual attendance is an essential responsibility of each employee at the Employer. It is imperative to our success as a company that all personnel report to work as scheduled and on time.

Absences

24.05 Excused Absence is defined by the following conditions:

- An employee who scheduled and received approval 7 days in advance of their absence and has available PTO in their bank to cover the absence.
- An employee who has available PTO/Paid Sick Leave in their bank and notifies the ODS at least two (2) hours prior to the start of their shift or may not be present for a scheduled shift due to illness or unforeseeable circumstances.

24.06 Unexcused Absence is defined by the following conditions:

- An employee that is absent from their scheduled shift and does not have available PTO/Paid Sick Leave in their bank.
- An employee that does not notify the ODS at least two (2) hours prior to the start of their shift they will not, or may not, be present for a scheduled shift due to illness or unforeseeable circumstances.

On a case-by-case basis and with pertinent evidence, an employee may have an Unexcused Absence reviewed by the Program Director/Operations Manager for potential reversal at the sole discretion of the Program Director.

24.07 Corrective Action for Absenteeism, Tardiness and Unexcused Absences

Corrective Action is accrued and calculated on a rolling six (6) month period.

| Number of Occurrences | Corrective Action |
|-----------------------|--------------------------------|
| 1 | Documented Verbal Warning |
| 2 | Written Warning |
| 3 | Last and Final Written Warning |
| 4 | Termination |

24.08 Attendance Bonus

Each quarter of the calendar year that an employee has zero attendance and tardy occurrences will be awarded an attendance bonus of \$750. Absences covered by an approved leave type (e.g., Bereavement Leave, Approved Paid Time Off) will not count against the employee.

Section 25. Shift Allocations and Assignments

25.01 System Wide Bid

A system wide shift bid may occur once yearly, in July, dependent upon operational need. The system wide shift bid will be implemented in the first pay period of August each year. System wide shift bids will be awarded based on Bargaining Unit Seniority within classification with the most senior being awarded first.

25.02 Filling Vacant Positions

The Employer will determine when to place a vacant position up for bid. The Employer shall post a notice of such vacancy at all stations. Employees shall have seven (7) calendar days from the date of

posting to bid for such vacancy. Employees shall submit bids on the Employer approved shift bid form electronically.

To be eligible the employees must be full-time in the appropriate certification and have not accepted a shift bid assignment in the past sixty (60) days. An employee can be deemed ineligible if the position has specific requirements or an individual does not qualify for it. The most senior qualified employee applying for the posted vacant position, utilizing Bargaining Unit seniority. Any employee who has accepted a bid assignment within the last sixty (60) days from the date of the bid award shall not be eligible to bid.

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

25.03 Filling Open Shifts

An open shift is defined as any shift that becomes available through a shift bid, an employee on approved PTO; approved leave of less than sixty (60) days or an employee calling out prior to the start of a shift.

It shall be the employee's responsibility to enter their shift availability into the Employer's scheduling system to be eligible for assignment into an open shift. As shifts become available, the Employer shall notify the employee through the scheduling system that the employee has been assigned to the shift. In the event there is less than a 24 hour notice the Employer shall get acknowledgment from the employee to confirm such assignment. Shift assignments shall be determined first by part-time staff who are not scheduled to work, or have not worked, or will not work over forty (40) hours in the week of the open shift. If the shift remains open after exhausting such part-time employee list, all open shifts will be available for pick up and awarded based on first come first served for both part time and full-time employees within the bargaining unit. In the event the shift remains open the Employer shall fill the shift at its discretion.

25.04 Shift Laterals

Arizona Ambulance 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.

25.05 Temporary Shift Assignments

Newly hired employees, employees in their probation period or employees who were not awarded one of their shift choices and where thus displaced following a shift bid, will be temporarily assigned to shifts selected by the Employer until the employee is assigned a permanent shift through a shift bid.

25.06 Administrative Moves

The Employer may move an employee for administrative purposes following a crew dispute or other verifiable reason. Employees transferred for administrative reasons will be provided a complete explanation for the transfer. Upon request, the reason will be given in writing to the affected employee.

When the administrative transfer is due to verifiable reasons of a confidential nature affecting any employee, an affected employee's transfer can be temporary, and the employee may request to return to his/her original shift. The Employer will advise the affected employee if the transfer is temporary or if the transfer is permanent.

25.07 Shift Giveaways

Bargaining unit employees may giveaway up to two shifts per calendar month to an employee of equal classification. All shift giveaways need to be submitted through the scheduling software systems and approved a minimum of forty-eight (48) hours prior to the start of shift. Failure to submit the giveaway forty-eight (48) hours in advance shall result in denial of the giveaway and the original employee shall be responsible for working the shift. Shift Giveaways may be submitted with less than forty-eight (48) hour notice with Supervisor approval. Approval of these giveaway submissions will be at the sole discretion of the Employer.

Shift Giveaways must be completed using the Employer's approved electronic system (e.g. Telestaff) and the receiving employee must accept the shift through the same electronic process.

25.08 Shift Trades

Each employee shall be entitled to trade shifts in accordance with the following procedure:

- A shift trade is defined as an equal exchange of hours with another employee of the same job classification within the same pay period. Trades shall be for a minimum of 12 hours.
- Employees must submit a completed request in the Employer's scheduling software system, a minimum of forty-eight (48) hours prior to the date of the requested giveaway. Once a request is approved the approval shall not be altered.
- Shift trades completed through the Employer's scheduling software during non-regular business hours (e.g. Weekends and holidays) will be approved by the On-Duty Supervisor.
- Shift trades shall not result in uncovered hours.
- Employees will be held accountable for shift trades they agree to cover.
- A regular part-time employee may trade a prescheduled shift provided that it is done in accordance with the above.
- It is the responsibility of the employee requesting the trade to confirm with the scheduling department or supervisor that such request has been received and to confirm that the change has been approved prior to the first affected shift. If the trade has not been approved, the original employee is required to work the shift.

Section 26. Requests for Leave

26.01 Military Leave

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state, and local law.

Military leaves are unpaid, but the employee may use accrued vacation pay during the absence. If an employee chooses to continue health benefits while on military leave, the Employer will continue to pay the Employer-portion of insurance premiums for up to twelve (12) months, so long as the employee remains on active duty and pays the employee-portion of premiums during that time. Employees will then be offered continuation of benefits under COBRA for up to an additional eighteen (18) months. Upon reemployment, any break in employment due to military service will not be treated as a break in service for purposes of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan. Reinstatement shall be governed by the federal, state, and local laws referenced above.

26.02 Family and Medical Leave Act (FMLA)

Employees may request a leave of absence under the provisions of the Family Medical Leave Act of 1993 provided they meet all of the criteria required by the Act. The Employer shall have the right to request that the employee obtain a medical certificate supporting the leave request. Medical benefits for employees on Family Medical Leave will continue provided the employee pay their portion of all related health insurance premiums during the leave. FMLA leave will run concurrent with all other leaves of absence subject to applicable Federal and State laws.

As a condition of a FMLA leave all available PTO will be used as part of each leave of absence, unless prohibited by FMLA or any other applicable Federal or State law. In the case of an intermittent leave where the employee may work only partial days (such as provided by the Family and Medical Leave Act), all available PTO will be used according to those partial scheduled days not worked. Employees shall not accrue PTO while on FMLA.

Employees requesting FMLA leave must submit a request for FMLA in accordance with the Employers designated process and notify their supervisor at least thirty (30) days in advance if possible. For births, adoption and foster care placements, the employee will give at least thirty (30) days' notice, if possible. An employee seeking medical leave under the FMLA must provide written certification by a physician or practitioner. Employees who are eligible for intermittent leave under the FMLA must also demonstrate medical necessity before a reduced schedule will be granted. AMR reserves the right to request a second medical opinion at AMR's expense. In the event that the second opinion differs from the certifying doctor, a third opinion may be requested at AMR's expense.

Employees returning from FMLA leave will be reinstated into their former position or an equivalent position with the same benefits and compensation. Employees who request and are granted a leave after their twelve (12) week FMLA eligibility had been exhausted are not guaranteed a position will be available when they are ready to return. If an employee on FMLA leave does not return to work, the

employee must reimburse AMR for the employer portion of the insurance premium paid during the leave, unless the employee is unable to return to work due to circumstances beyond their control.

26.03 State Law

The Federal Family and Medical Leave Act (FMLA) does not supersede any provision of a state or local law that provides greater family or medical leave rights than the Act provides. To the extent state family/medical leave benefits are more generous to the employee requesting the leave, Employer will apply the provisions of applicable state family leave/medical laws.

26.04 Workers' Compensation Leave

Employees who become ill or injured as a result of their job responsibilities will be granted a leave of absence not to exceed twelve (12) months (need not be consecutive) in any rolling eighteen (18) month period from the onset of the leave unless applicable state or federal law requires a longer leave to be granted. Such leave shall not extend beyond the employee's period of incapacitation for duty. An employee who fails to return at the end of an authorized leave of absence shall be considered separated from employment. If an employee accepts employment elsewhere during the leave without prior approval of the Employer, the employee shall be considered separated from employment. Employees shall not accrue PTO while on Workers Compensation Leave.

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

The Employer will continue to provide health benefits for employees on Workers' Compensation Leave as long as the employee continues to pay all applicable contributions, up to a maximum of twelve (12) months unless applicable laws require longer.

During the fourteen (14) day ICA grace period the employee may use accrued PTO so that the employee does not suffer any loss in wages.

If feasible and desirable for the employer, it may offer a limited duty position to an employee injured at work. If a position is offered, time worked in such position shall not exceed one hundred twenty (120) calendar days from the date of injury and shall be paid at the applicable hourly rate for that position. Should the employee be required to travel in excess of 25 miles (round trip) to attend follow up appointments the employee will be eligible for mileage reimbursement.

Employees on a Workers' Compensation leave of absence will be allowed to return to their regular job classification and job assignment, if available, only upon successful passing of fitness-for-duty examination

performed by AMR's Occupational Health Provider or a physician chosen by AMR. Workers' Compensation leave of absence will run concurrent with any other qualified LOA.

26.05 Personal Leave of Absence (PLOA)

All full-time employees may request an unpaid Personal Leave of Absence (PLOA). A PLOA cannot exceed thirty (30) days maximum in a rolling 12-month period and no more than a total of ninety (90) days in a rolling 12-month period.

Personal leave may be granted due to special circumstances, as determined on an individual basis by the program Director/Operations Manager and Human Resources. PLOAs and their duration will be granted and determined at the sole discretion of the Employer. If a request for leave is denied, the employee shall be notified of the reason for denial. If granted PLOA, employees are required to use all accrued paid time off before the unpaid portion of the leave begins. Employees will still be required to pay their portion of their benefits. Non-payment of premiums will result in the cancellation of coverage, and the employee will be offered COBRA.

In instances where leave is requested and granted for education purposes or care of an immediate family, defined as spouse, parent, grandparent, sibling, children (step or foster), domestic partner, exceptions to the length of the POLA may be granted at the sole discretion of the Employer. Employees will be required to provide supporting documentation validating the leave for education or the care of a family member as defined above. At no time shall a leave of absence be granted for the purpose of finding alternative work or working for any other employer.

If an employee is granted a PLOA, efforts may be made to hold their position open for the period of the approved leave. However, the Employer cannot guarantee that the employee will be returned to their position either before or upon the expiration of the leave. If no position in the employee's classification is available and an alternate position for which the employee is qualified is vacant the employee may apply to the vacant position. If no positions are available for which the employee is qualified for employment will terminate as of the last day of your approved PLOA, subject to the provisions of applicable state and Federal law.

26.06 Benefits during Leaves of Absence

The health and welfare benefits, including health care spending accounts for employees on approved leaves of absence, may be continued or revoked at their request. Cancellation of benefits must occur within thirty-one (31) days of the onset of the leave.

Employees may continue health benefits for the duration of an approved leave of absence; however, the employee is responsible for his/her share of the insurance premiums. While on leave, the employee's share of the insurance premiums must be paid by the method normally used during any paid leave. If the employee does not make the premium payments, the Employer will have no alternative other than to discontinue your coverage. Employees shall not accrue PTO during the period of leave and are not paid holiday pay while on leave.

If benefits are discontinued, the employee and their qualified dependents will be offered continuation of benefits as provided for in the Internal Revenue Code Section 162(k), Consolidation Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer matching contributions to the Employer 401(k) Plans will not be made during any non-FMLA Leave of Absence. Employees are eligible to resume participation in these plans as provided for in the plan document. 401(k) loan repayments may be suspended for up to one year during a leave of absence if written notice is provided to the Benefits Service Team. It is very important that employees contact their local HR Representative if they are going to apply for a Leave of Absence.

26.07 Extension of a Leave of Absence

A leave of absence may be extended by mutual agreement between the Employer and the employee.

26.08 Jury Service/ Subpoena Service

Full-time employees summoned for jury service or who are subpoenaed for work related matters shall receive an excused absence from scheduled duty upon presentation of the summons or subpoena to the immediate supervisor. Upon return to scheduled duty, the employee must present a statement provided by a member of the court certifying the employee's participation as a juror and the dates of actual attendance.

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

If the employee is excused from his/her jury or subpoena obligation and more than four (4) hours remain in the employees normally scheduled workday, the employee shall return to work.

Employees who are summoned for jury service shall give the Employer a minimum of five (5) days' notice that they have been summoned or subpoenaed.

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition in same, shall be granted time off without loss of pay or benefits if required to appear by a governmental agency and the incident giving rise to subpoena is work related. The employee must submit documentation representing time spent in compliance with said subpoena to their Program Director/Operations Manager or his/her designee upon their return to work in order to receive payment for such time. If the employee is excused from his/her obligation and more than four (4) hours remain in the employee's normally scheduled workday, the employee shall return to work. Employees who are subpoenaed by the Employer or requested to testify on behalf of the Employer on their day off shall be paid their base hourly wage for all hours spent in those proceedings, as hours worked. The Employer shall notify the employee within twenty-four (24) hours of the receipt of a subpoena at the Employers operation.

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

Employee's may be granted unpaid leave, dependent upon operational need, or use of accrued PTO to attend a court proceeding that is personal in nature given the Employee notifies the Employer at least seven (7) days prior to the shift. The Program Director/Operations Manager may request official documentation from the Employee prior to authorizing the leave.

26.09 Bereavement Leave

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

An immediate family member for the purposes of this section is defined as:

- employee's spouse
- child, including still birth
- stepchild
- parent or in loco parentis
- sibling
- grandparent
- grandchild
- aunt/uncle
- niece/nephew
- Any in-law or step relation to the employee
- domestic partner or significant other residing with the employee at the time of death.

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

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

26.10 Educational Leave

Employees may be granted PTO for the purposes of attending refresher or recertification courses required to maintain work status as defined in the Training and Certification Article. These courses include but are not limited to: BLS or ALS Refresher, ACLS, CPR, PALS.

For the employee to be granted PTO the request must be submitted to the Program Director or Operations Manager no less than fourteen (14) days prior to the shift date. The request should include the date, time and location of the class being attended. Employees' request for PTO to attend a required course should not be unreasonably denied. Should the employee's request for PTO create a staffing need the employee may be asked to find coverage for their shift before the leave is approved. In cases in which the employee has no available, accrued PTO Hours they may request unpaid leave for the time spent in the approved class. Approval shall be based on operational need.

In the event the Employee's medical direction requires additional training, classes, or continuing education the employee will be paid as hours worked for the additional training requirements up to a maximum of thirty (30) hours. Required training beyond thirty (30) hours for remediation, shall be reviewed on a case-by-case basis and may subject the employee to be separated from employment. At the Employer's discretion, employees may be granted leave without pay, for education purposes to attend a employer sponsored Paramedic school; fire service academy; or flight service training.

Employees are expected to request any such leave a minimum of thirty (30) calendar days in advance, and such requests shall be approved or denied within ten (10) calendar days. In the event a request for educational leave is denied, the employee shall be provided the reason for denial.

26.11 Voting Leave

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

Section 27. Corrective Action & Discharge

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

Corrective Action

The Union and the Employer agree that the corrective action process aids in correcting issues regarding employee conduct. The process and level of corrective action may be initiated at any level depending on the severity of the offense. The levels of corrective action may include, but are not limited to; Verbal warning, Written warning, Suspension and/or Final Written Warning and Termination.

Should a corrective action include the history of previous offenses as part of reasoning, then the corrective action must be a result of a similar offense, unless such activity displays a level of unsatisfactory behavior showing a pattern of non-compliance to the Employers policies, procedures, or work rules.

The Employer shall notify an employee in writing of any corrective action or discharge. The notice shall identify the reasons for the corrective action or discharge and the effective date of the action.
Right to Representation - Employees have the right to have a Union Representative present for any fact finding or investigatory meeting which the employee believes could result in corrective action. All parties agree to follow Weingarten Rights.

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

- | | |
|--------------------------|-----------|
| • Verbal Reprimand | 6 months |
| • Written Reprimand | 6 months |
| • Suspension | 18 months |
| • Last and Final Warning | 24 months |

Corrective action issued and upheld following the exhaustion of appeal(s) under this Agreement for harassment/discrimination and workplace violence, as defined in the Employer Employee Handbook, shall remain in an employee’s personnel file and may be considered for purposes of further corrective action for the duration of an employee’s employment with the Employer.

To be valid, corrective action or an investigation must be initiated within thirty (30) calendar days after the Employer became aware of the alleged conduct or should have been aware of the alleged conduct

claimed as the basis for the corrective action. The time limit will not be in effect for issuing corrective action and discharge when delayed by the involvement of state or local law enforcement or state or local EMS agencies. In situations where the employee or key witnesses are unavailable the timeline may be extended with the mutual agreement of the parties on a case-by-case basis.

27.01 Administrative Leave

The Parties agree that the Employer may place an employee on administrative leave without pay, in the following circumstances:

- A. Any circumstance when an employee is relieved of duty pending completion of an investigation into allegations of serious misconduct.
- B. Any time an employee's clinical privileges are suspended during an investigation or other administrative process of inquiry.

Employees shall be provided notice of the reason for the investigation when placed on administrative leave. The Union agrees that all employees have an obligation to cooperate in workplace investigations and to remain available, with twenty-four (24) hour notice from the Employer, for an administrative interview while on administrative leave.

Employees shall be allowed to use available accrued paid time off (PTO) while on administrative leave solely at the employee's option. However, employees placed on administrative leave following suspension of their clinical privileges by the State or Local EMS Agency or following an arrest for alleged criminal misconduct may be continued on unpaid administrative leave until completion of the EMS Agency action or criminal proceedings.

At the conclusion of the administrative leave, employees shall be returned to their regular assignments and/or served with notice of corrective action. If no corrective action is initiated, employees shall be fully reimbursed for all lost PTO and/or pay for regularly scheduled shifts while on administrative leave. If corrective action is initiated, employees shall be reimbursed for the difference between any lost PTO and/or pay and the corrective action. If the corrective action issued is a termination, the employee shall not be reimbursed for any lost PTO and/or pay.

Section 29. Grievance and Arbitration Procedure

Section 1

The Parties agree that in the event any dispute, complaint, or controversy that concerns the application of a specific provision(s) of the Agreement in conjunction with specific act(s) or situation(s) exists, including discipline, it may result in a grievance.

Such matters shall be resolved according to the procedures and conditions below as the exclusive means to resolve any dispute or grievance. The Parties agree that in cases of corrective action, only suspensions and terminations will be subject to the arbitration provisions defined in this Article.

Any informal agreement or resolution between the employee and the Employer regarding a grievance will be a non-precedent setting settlement and not be admissible in any arbitration process, unless otherwise specifically stated in writing. Employees should attempt to resolve problems informally with their immediate supervisor before resorting to this grievance and arbitration procedure.

Section 2

Time Limitations – Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. Any grievance not submitted to the Employer in writing within fifteen (15) calendar days, shall be deemed abandoned and waived. Time limits may be extended by mutual consent, in writing.

Section 3

Grievances shall be processed in the following manner:

Step One – The employee and/or the Union may submit grievance in writing via certified mail, hand delivery or electronic mail which shall be sent directly to the Program Director/Operations Manager or their designee, no later than fifteen (15) calendar days after the occurrence giving rise to the grievance. Grievances sent by certified mail shall be deemed timely if postmarked fifteen (15) calendar days or less. The written grievance must include the following:

1. The specific Article, Section and provision of the Agreement alleged to be misapplied, misinterpreted, or violated and the name of the affected employee.
2. That date of the alleged occurrence(s) giving rise to the grievance.
3. A statement(s) identifying the specific facts forming the basis for the grievance; and
4. The remedy sought in the grievance.
5. Any documents in the employee and/or Union's possession that supports the grievant's allegation(s).

The Operations Manager may meet with the grievant and his/her representative, within fifteen (15) calendar days and give his/her answer to the grievance in writing within fifteen (15) calendar days after the discussion. In the event the Employer has not responded within fifteen days, the Union may proceed to Step Two without prejudice.

Step Two – If the grievance is not satisfactorily resolved at Step One, and/or if the Program Director/Operations Manager or their designee fails to provide a timely or satisfactory response to the grievance, the Union shall submit the grievance to the Regional Director or their designee, via U.S. Postal Service certified mail, hand delivery, or electronic mail no later than fifteen (15) calendar days after receipt of the Step One answer or the date such answer was due, whichever occurs first. The Regional Director or their designee may meet with the grievant and their Union representative to discuss the grievance and shall, no later than fifteen (15) calendar days after receipt of the Step Two grievance, give the Union their written answer.

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

Step Four – Arbitration - If the grievance is not satisfactorily resolved at Step Two (or at Step Three, if the parties have agreed to voluntary mediation), only the Union may refer the grievance to arbitration by filing a written demand for arbitration with the American Arbitration Association ("AAA") no later than fifteen (15) calendar days after either the date the Union receives or should have received the Regional Director's Step Two answer to the grievance, or the date the mediator gives their oral recommendations to the parties, whichever is applicable. The moving party shall submit to the AAA a request for an arbitrator to be selected in accordance with AAA procedures and an arbitration shall be conducted in accordance with its Labor Arbitration rules and the terms of this Agreement.

Section 4

Arbitrator Authority - The Parties understand and agree that the arbitrator shall have no authority to add to, subtract from, modify, deviate from, or amend the terms of this Agreement, or to inject or impose his/her own judgment over that of the Employer in determining levels of discipline. The Parties further agree that the arbitrator shall conduct the hearing within the scope and in accordance with the terms of this Agreement, and that the arbitrator's decision shall be based solely on the evidence and arguments presented by the Parties. Additionally, the arbitrator shall be required to decide all procedural arguments prior to hearing the merits of the case. The party filing the grievance shall have

the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action, in which case the Employer shall have the burden of production and proof at the hearing. If corrective action of an employee results from conduct relating to a patient or a visitor and the patient or visitor does not appear at the arbitration, the arbitrator shall not consider the failure of the patient or visitor to appear as prejudicial.

The arbitrator shall be requested to render his award within thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise. This decision will be, in writing, and include a statement of the basis for the decision and shall be supplied concurrently to the Employer and the Union and shall be final and binding on all parties, excluding any response by the arbitrator that exceeds their jurisdiction.

Section 5

Arbitration Expense - The Parties agree that the fees and expenses of the arbitrator shall be paid by the losing party, and that all other arbitration expenses incurred by either party, such as witness fees, legal fees, etc. shall be the sole responsibility of the party incurring such expenses. Fees for the court reporter, if requested by either party, shall be borne equally by the parties.

Section 6

Awards- The Parties agree any award will not be retroactive beyond two pay periods the effective date on which the grievance was originally presented in writing, and that any monetary awards shall be reduced by any unemployment compensation or other interim compensation earned or received by the grievant. The employee shall be obligated to mitigate their damages during their any period of unemployment.

Section 7

Timelines The Parties understand and agree that the time deadlines set forth above may be extended or shortened only by written agreement between the Parties. The Parties further agree that if the Employer fails to comply with any time deadline set forth above, then the Union may proceed immediately to the next step of the grievance and arbitration procedure, and that if the Union fails to comply with any time deadline set forth above, then the grievance shall be deemed null and void and to have been waived or withdrawn by the Union and the grievant.

Section 8

Termination - The Parties agree that notwithstanding anything set forth above, all grievances concerning terminations must be submitted directly to the Regional Director as Step Two grievances and that all such grievances must be submitted no later than fifteen (15) calendar days after the termination date.

Section 9

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

Section 30. Compensation

30.01 Wage Increases

A. Effective the first full pay period after December 1, 2022 the minimum base hourly rates for bargaining unit employees shall be as follows:

- EMT \$15.00
- Paramedic \$19.00
- Nurse \$29.00

B. Effective the first full pay period after December 1, 2022 all bargaining unit employees hired prior to December 1, 2022 shall be placed on the pay scale directly below, by classification, in the step according to their completed years of service with Arizona Ambulance as noted by their Time of Service Date.

| Completed Years of Service | EMT | EMT Base | Paramedic | Paramedic Base | Registered Nurse | Registered Nurse Base |
|----------------------------|---------|--------------|-----------|----------------|------------------|-----------------------|
| 0 | \$15.00 | \$49,920.00 | \$19.00 | \$ 63,232.00 | \$29.00 | \$96,512.00 |
| 1 | \$15.23 | \$50,668.80 | \$19.29 | \$ 64,180.48 | \$29.44 | \$97,959.68 |
| 2 | \$15.45 | \$51,428.83 | \$19.57 | \$ 65,143.19 | \$29.88 | \$99,429.08 |
| 3 | \$15.69 | \$52,200.26 | \$19.87 | \$ 66,120.34 | \$30.32 | \$100,920.51 |
| 4 | \$15.92 | \$52,983.27 | \$20.17 | \$ 67,112.14 | \$30.78 | \$102,434.32 |
| 5 | \$16.16 | \$ 53,778.02 | \$20.47 | \$ 68,118.82 | \$32.01 | \$103,970.83 |
| 6 | \$16.40 | \$54,584.69 | \$20.78 | \$ 69,140.60 | \$33.29 | \$105,530.40 |
| 7 | \$16.65 | \$ 55,403.46 | \$21.09 | \$ 70,177.71 | \$34.62 | \$107,113.35 |
| 8 | \$16.90 | \$ 56,234.51 | \$21.40 | \$ 71,230.38 | \$36.01 | \$108,720.05 |
| 9 | \$17.15 | \$ 57,078.03 | \$21.72 | \$72,298.83 | \$37.45 | \$110,350.85 |
| 10 | \$17.41 | \$ 57,934.20 | \$22.05 | \$73,383.32 | \$38.95 | \$112,006.12 |
| 11 | \$17.67 | \$ 58,803.21 | \$22.38 | \$74,484.07 | \$40.50 | \$113,686.21 |
| 12 | \$17.93 | \$ 59,685.26 | \$22.72 | \$75,601.33 | \$42.12 | \$115,391.50 |
| 13 | \$18.20 | \$ 60,580.54 | \$23.06 | \$76,735.35 | \$43.81 | \$117,122.37 |
| 14 | \$18.48 | \$ 61,489.25 | \$23.40 | \$77,886.38 | \$45.56 | \$118,879.21 |
| 15 | \$18.75 | \$ 62,411.58 | \$23.75 | \$79,054.67 | \$46.24 | \$120,662.40 |

Should the Employer establish a schedule that may create an impact to employee's hours of work or wages the Employer recognizes the right of the union to seek impact bargaining where appropriate.

30.02 Wage Adjustments

Effective with calendar year 2023 and each year thereafter until the expiration of this Agreement, employees shall move one step on the wage scale in the first full pay period after October 1 of each year of the Agreement.

30.03 Cost of Living Adjustment

- Effective the first full pay period in October 2023, the wage scale above will be increased by one percent (1%).
- Effective the first full pay period in October 2024, the wage scale listed above will be adjusted by two (2%) percent.
- Effective the first full pay period in October 2025, the wage scale listed above will be adjusted by one and three percent (3%).

30.04 Promotional Pay Adjustment

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

30.05 Transfer Pay

Employees who transfer into the bargaining unit from another Employer (AMR) operation shall be paid at the rate equal to their current rate of pay. Should that rate of pay be higher than the existing pay scale, the employee's hourly rate shall be frozen until such time as the wage scale exceeds the employee rate.

30.06 New-Hire Wages

The Employer may offer increased rates of pay for new hires and transfers based on years of experience with the Employer or another employer. Affected hires shall be paid at a rate comparable to an existing Arizona Ambulance employee with the same level of experience.

30.07 Field Training Officer (FTO) Pay

Employees who volunteer and meet the respective training officer job description qualifications and are selected by the Employer to be training officers will be paid an additional annual stipend for as long as the Employer determines a need exists for such employee's services as an FTO. The Employer reserves the right to remove an employee from FTO status at its discretion. Annual stipends are as followed based on classification:

- EMT - \$3,500.00
- Paramedic - \$4,000.00
- Registered Nurse - \$4,000.00

FTO stipends will be paid in bi-weekly installments while the Employee is assigned FTO status.

30.08 Open Shift Incentives

From time-to-time management may determine the need to institute temporary shift incentive for open shifts. Such monetary incentives will be based on operational needs and shall be defined and determined at the sole discretion of the Employer at the time such incentive is instituted.

30.09 Recognition Pay

Effective the first full pay period starting in December of 2023 and each December thereafter until the expiration of the Agreement, 1st of each year, employees who have completed at least five (5) years of continuous full-time service with AMR at Arizona Ambulance, but less than 10 years of continuous full-time service shall qualify for \$200.00 for each year of continuous full-time service in excess of four years.

Example:

| Completed Years of Service | Recognition Pay |
|----------------------------|-----------------|
| 5 | \$200 |
| 6 | \$400 |
| 7 | \$600 |
| 8 | \$800 |
| 9 | \$1000 |

Employees that have completed ten or more years of continuous full-time service with AMR at Arizona Ambulance shall receive \$300.00 for each year of continuous full-time service in excess of four (4) years, up to an annual maximum of \$6,000.00.

Example:

| Completed Years of Service | Recognition Pay |
|----------------------------|-----------------|
| 10 | \$1800 |
| 11 | \$2100 |
| 12 | \$2400 |
| 13 | \$2700 |
| 14 | \$3000 |

Payments will be made to employees who are active as of the date payment is made. Payments will be paid no later than thirty (30) days after the qualifying date. An employee must be in good standing as of the qualifying date to receive recognition pay.
Good standing shall be defined as not currently exceeding the written level for prior actions during the prior six (6) month period.

30.10 Stipends

In lieu of the “Auto-Stipend” Employees who commute greater than fifty (50) miles from their home of record to their regularly scheduled shift will be compensated an additional \$20 per shift.

Employees who commute greater than seventy-five (75) miles from their home of record to their regularly scheduled shift will be compensated an additional \$50 per shift.

Employees who are required to commute the above distances to attend required training will be reimbursed in accordance with the above.

The following stipends shall cease upon ratification of this Agreement:

- Back-up ODS
- Precepting
- Stand up 200 and 300
- Out of Rotation
- EMT and Paramedic Nurse Call
- Special Assignment
- COVID Call
- EVOC

The Employer retains the right to apply increases to the wage rates and/or individual stipend rates at its discretion.

Section 31. Promotion

Employees who increase their certification or qualification may be required to function in their previous capacity until such time as staffing levels permit an additional employee at their new level.

Upon validation of promotion to a higher-level certification, employees shall be paid at the appropriate rate for their new classification.

Mandatory training required for the promotion (e.g. medical director orientation, pump/vent training) shall be paid at their new, regular rate of pay.

Section 32. Holidays and Holiday Pay

The following ten (10) days are Employer designated holidays:

1. New Year's Day
2. President's Day, 3rd Monday in February
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day, November 11th
7. Thanksgiving Day
8. Christmas Eve
9. Christmas Day
10. New Year's Eve

Employees who work on a recognized holiday shall receive "holiday pay" equal to an additional one half (.5) their applicable hourly rate of pay for hours worked between 12:00am and 11:59:59pm on the designated holiday. However, at no time shall an employee's pay on a holiday exceed two (2x) times the employee's regular rate of pay.

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

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

Vacation requests for holidays must be submitted pursuant the Vacation Article in this Agreement. To be eligible for holiday pay employees must work, if scheduled the day before and/or after, the holiday (excluding any approved leaves, e.g. FMLA, vacation, ICA, etc).

Section 33. Vacation Time & Sick-Time

Purpose

The Arizona Ambulance Paid Time Off (PTO) policy is designed to allow PTO each year for vacation illness, personal days.

33.01 Accruals

Full time employees will accrue on a per pay period basis based on the below accrual rates.

| Years of Service | Hours accrued per pay period | Max Accrual |
|------------------|------------------------------|-------------|
| 0-0.99 | 5.17 | 190.40 |
| 1-4.99 | 6.89 | 235.20 |
| 5-9.99 | 9.05 | 291.20 |
| 10+ | 10.77 | 336 |

33.02 Cash-Out

1. Any employee may cash out accrued unused PTO hours up to a total of 180 hours per calendar year. A minimum of 24 hours must remain in the employee's PTO balance.
2. To request a cash-out, employees must submit their request via their Payroll Supervisor or Timekeeper.
3. Cash-outs must be requested in whole hours and are paid at a straight time basis.
4. PTO cash-out requests for eligible employees may be made at any time between January 1 and December 10 for actual payment within the same year. Cash outs will be processed in the next regularly scheduled payroll cycle (i.e., cash out requests received on Monday will not be processed for that week's upcoming pay date).
5. Whenever an employee's PTO balance is partially or fully cashed out (e.g., voluntary cash-out, change in status from full-time to part-time, separation of employment), the value of an employee's cashed out PTO balance will be determined by multiplying the number of hours cashed out by the employee's hourly base rate on the date of the cash out.

33.03 Changing Status

1. Part-time employees who change to full-time status will begin to accrue PTO on a per-pay-period basis commencing on the effective date of the status change. Part-time employees with no breaks in service, moving to full time will accrue at the rate aligned with their original date of hire.

2. Full-time employees who change status to part-time will have their full accrued PTO balance automatically cashed out, and they will stop accruing PTO the first pay period in a part-time status.

33.04 Accrual Maximums

1. If an employee is within one pay period of reaching the accrual max, they will only accrue the amount needed to reach the accrual max.

2. Once an employee's PTO bank reaches the maximum accrual as indicated on the accrual tables, no further PTO will accrue until the bank falls below the maximum level.

33.05 Sick Time

The Employer will comply with all regulations under the Arizona Prop 206, the Fair Wages and Healthy Families Act.

33.06 Leaves of Absence

1. Employees who are on an approved leave of absence will not accrue any PTO hours while they are on leave.

2. This provision applies to employees on all types of approved leaves of absence, including but not limited to: disability leave, workers compensation leave, military leave and personal leave.

33.07 Employment Separation

1. If an employee separates from employment in good standing with the Employer, the balance of accrued unused PTO will automatically be paid out on the employee's final paycheck. Payment will account for all unused PTO time accrued up to the pay period of the employee's last day of work. Payment will be made on the next pay period following the employee's separation date. Employees who separate not in good standing (less than a 2 week notice or involuntary separation) shall forfeit all unused accrued PTO time and shall not be paid out for that time.

2. PTO may not be used to extend the last date of employment. Employees must work on their last day; the last day worked will be considered the last day of employment.

33.08 Usage

1. Employees must submit PTO through Telestaff. The Employer will attempt to accommodate the employee's requests; however, requests for PTO may be denied based on operational needs, open positions, or other business reasons.

2. PTO may not be taken if it has not been accrued, and employees are not permitted to go into a negative balance of PTO hours or "borrow" PTO from another employee's accrual balance.

3. If the employee calls in sick but intends to use PTO, the request must be submitted immediately upon the employee's return.

- 4. All available PTO should be used before a time off without pay request is made. Time off without pay requests may be approved at the sole discretion of the Employer.
- 5. For approved leaves of absence, available PTO shall be used concurrent with any approved leave.
- 6. PTO can be used only in full-shift increments or in half shift increments at the front end or back end of the shift, excluding employees using intermittent FMLA.

Section 34. Healthcare & Insurance

34.01 Insurance Benefits

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

34.02 Plan Changes

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

34.03 Medical Insurance

For the life of the Agreement medical plan coverage shall be the following plans: BC/BS of Texas – PPO Low, PPO High, HDHP Low, HDHP High.

For calendar years 2022 and 2023, the Employer shall maintain the current premium cost shares. Effective January 1, 2024, medical plan premium cost shares shall be as follows:

| Plan Name/Type | Employee Contribution | Employer Contribution |
|-----------------------------|-----------------------|-----------------------|
| PPO Low | 20% | 80% |
| PPO High | 20% | 80% |
| HDHP (High Deductible) Low | 20% | 80% |
| HDHP (High Deductible) High | 20% | 80% |

34.04 Dental Insurance

1. For the calendar year 2022, dental plans and cost shares shall remain in place as currently provided.
2. Beginning with calendar year 2023, and for the remaining life of the agreement, Dental coverage shall be provided as described in the Delta Dental Silver and Gold plans. The Employee shall pay fifty percent (50%) of the monthly premiums for Delta Dental Silver plan. If the employee elects the gold dental plan, they shall pay the remaining monthly premium difference between the Silver plan and gold plan through pre-tax payroll deductions.
3. Beginning with calendar year 2024, employees shall pay one hundred percent (100%) of the monthly premiums for Dental coverage plans.

34.05 Vision Insurance

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

34.06 Long Term Disability Insurance

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

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

34.07 Short Term Disability (STD)

The Employer agrees to provide a supplemental short-term disability plan to employees. The employee shall pay one hundred 100% percent of the supplemental insurance premiums.

34.08 Group Term Life and Supplemental Life

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

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

34.09 Accidental Death and Dismemberment Insurance (AD&D)

Basic AD&D insurance equal to one hundred percent (100%) of annual base salary (minimum of \$50k), excluding bonuses and commissions. The Employer agrees to pay one hundred percent (100%) of the

premiums for basic AD&D insurance for eligible full-time employees. Minimum benefit of \$50,000 in coverage.

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

34.10 Health Savings Accounts

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

The Employer shall allow employees to defer up to the maximum allowed by federal law per calendar year on a pre-tax basis per IRS Section 125 guidelines for qualified health related expenses not otherwise covered under any health plan (i.e., medical, dental, vision). The employee must receive and present the third-party administrator with receipts for medical care. The Employer shall pay the administrative cost for this plan excluding the elective fee to coordinate payments with the other health insurance plans.

Section 35. 401k Plan Funding

401k Plan

Employees covered by this Agreement shall have the right to participate in the Employer 401(k) Plan according to its eligibility requirements, vesting, and other provisions as defined in the plan document.

Effective January 1, 2023, pursuant to the Plan document, for each payroll period, for each eligible employee, the Employer will make a matching contribution equal to fifty percent (50%) of each eligible employee's Elective Contributions to his/her 401(k) plan for the payroll period that does not exceed eight percent (8%) of the employee's wages for the payroll period.

Pursuant to the terms of the Plan document, the Employer does not match Elective Contributions that are catch-up contributions (i.e., contributions in excess of plan and legal limits that can be made by participants who are at least age 50).

The provisions of the Plan documents will govern eligibility, contributions, employer matching, and vesting. The Employer reserves the right to modify the Plan Documents and substitute Administrators, Record Keepers, and Trustees at its sole discretion.

Section 36. Employee Rest Period

When a crew member needs to request a rest period, they should immediately contact the on-duty supervisor and the supervisor will complete the Rest Period Evaluation Form. This form will be used to determine whether the requested rest period is reasonable or unreasonable. Notification of the need for a rest period must be made prior to receipt of a call.

Rest periods will be evaluated based on the number of consecutive hours the employee has been working and performing work-based activities (e.g. transports, training, Public Events).

Reasonable Rest Period Request

Rest Periods can be requested after an employee has spent twelve (12) consecutive hours worked without an inactive period of at least 4 consecutive hours. Employees would be eligible for a subsequent Rest Period if they work twelve (12) consecutive hours, after the initial Rest Period, without an inactive period of at least 4 consecutive hours.

Following a request that is deemed reasonable, no other action will be taken, the employee(s) will remain on-the-clock. Following the four (4) hour rest period, the clock will reset for additional evaluations during the remainder of the employee(s) shift. Requests for a rest period shall be determined based on the actual period of time the request is for and not the time of the request.

Emergency Traffic Response to include all ALS/CCT IFT requests will be directed towards personnel on crew rest if their unit is the closest unit to the Emergency Traffic. Once the crew completes the response/transport for the Emergency Traffic Response, they will be put back into a full Rest Period.

Unreasonable Rest Period Request-

Should a requested rest period be deemed unreasonable, the requesting employee(s) must complete the Rest Period Request Addendum prior to the end of their shift. The rest period will still be granted but the employee(s) may be required to clock-out at the discretion of the Supervisor.

Requested crew rest will be a minimum of 4 hours and will begin once the crew notifies the supervisor or dispatcher, they are ready to begin the Crew Rest Period. Crews calling for Crew Rest when clearing a call out of their service area will be given the additional time to return to their station and complete post task items before starting the rest period clock.

Unreasonable requests shall be reviewed by the Employer and an investigation may be initiated to determine the viability of the employee to maintain their current schedule.

Section 37. No Strike/No Lockout

No Strike

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

Violations

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

Union Responsibility

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

1. Advise the Employer in writing that the Union did not call for or sanction the action.
2. Notify each involved employee of the requirements of this Article and instruct them to cease such action and to return to work immediately if this has not been done. If requested by the Union to help in the delivery of such notification to the employees, the Employer agrees to facilitate the same.

3. Post notices on Union bulletin boards publicly disavowing such action and instructing employees to cease such action and return to work immediately if this has not yet been done.

No Lockout

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

Section 38. Management Rights

1. Except as expressly limited by the specific terms of this Agreement, nothing in this Agreement shall be construed to limit or impair Employer's sole and exclusive rights to exercise all of the normal, inherent and/or implied authority, rights, and functions of management, to direct the working forces, and to manage its business generally as it deems appropriate. To the extent such function of management is not expressly limited by specific terms in this Agreement, such function may be exercised unilaterally by Employer without prior notification to or consultation with the Union. The rights and authority of the Employer as defined in this Article shall remain in full force and effect upon expiration of this Agreement, or any extension agreement.
2. The Parties understand and agree that unless expressly and specifically limited by another provision in this Agreement, the Employer reserves to itself, for its exclusive direction and judgment, all management rights, powers, prerogatives and responsibilities, including but not limited to: the management and direction of the working forces; the planning and control of all aspects of operations; the introduction of new and/or improved equipment, vehicles, facilities or methods of operation; the right to relieve employees from duty based upon management's assessment of workload or for other legitimate reasons; the right to extend, limit, curtail, move or close its operations; the right to determine, test and/or evaluate qualifications, experience, health and/or fitness for any job covered herein; the right to select, require, administer and utilize proficiency examinations to determine eligibility for employment or continued employment; the right to require employees at any time, with reasonable suspicion, to submit to physical examinations that may include, among other things, providing blood and urine samples to be tested for the presence of alcohol and/or illegal drugs; the right to establish, maintain and modify workplace rules, policies and practices, including but not limited to policies and practices related to safety,

security, scheduling, conduct, control and performance; the right to establish, maintain and issue discipline it deems appropriate for failure to comply with workplace rules, policies, practices and/or expectations; the right to require employees to perform any work of the Employer; the right to establish, eliminate, assign and re-assign job duties and the performance of work; the right to establish, eliminate and/or combine job classifications; and the right to hire, suspend, lay-off, transfer, discipline, demote, promote and discharge employees, with cause. The Parties agree that the management rights listed above are not exclusive, and do not and should not be deemed to exclude other representative and characteristic rights of management that are not listed. The Parties further agree that if Employer should fail to exercise any of its management rights from time to time, then such failure will not be deemed a waiver of Employer's sole and exclusive right to exercise any and all such rights in the future.

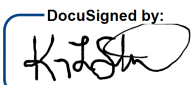
3. The Parties understand and agree that Employer shall retain the right in its sole discretion to determine the number of employees and vehicles needed to perform its operations, including the number of employees needed at any time in each classification covered by this Agreement. The Parties further agree that Employer shall have the sole right to decide when to create or fill a full-time and/or a part-time position(s) and to decide in its discretion, among available qualified employees, which employee(s) shall be promoted to a higher classification.
4. The Parties understand and agree that Employer shall have the sole authority and discretion to select and direct the work of all managers and supervisors, and those managers and supervisors may perform any work, including work that is also performed by bargaining unit employees, subject to Employer's assessment of the needs of the business in its sole discretion.
5. The Parties understand and agree that all employees who are governed and bound by this Agreement shall also be subject to, and shall comply with, all of Employer's promulgated rules, policies, or procedures applicable to them and/or that have general applicability to all employees of the Employer and do not conflict with the terms of this Agreement, as well as any such rules, policies or procedures that may be promulgated in the future.
6. The Parties agree that from time-to-time policies and procedures need to be modified or revised. Therefore, should the Employer seek to modify or revise a policy or procedure that relates directly to wages, benefits, hours of work or working conditions, the Employer shall engage the Union in decision (if applicable) and impact bargaining.

Section 39. Duration of Agreement

This Agreement shall become effective on December 1, 2022 and shall remain in full force and effect up to and including November 30, 2025. The parties agree that all terms and conditions of this Agreement will remain in full force and effect, unless changed by mutual agreement of both parties. Either party may give notice in writing of its desire to revise or terminate this Agreement not less ninety (90) calendar days prior to November 30, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

For the Union:

DocuSigned by:

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 Kacy Stoneburg
 President, IAFF Local I60
 United Emergency Medical Professionals of AZ

12/5/2022

Date

DocuSigned by:

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 Philip Elias, Jr.
 Secretary, IAFF Local I60
 United Emergency Medical Professionals of AZ

12/5/2022

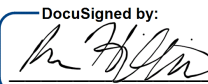
Date

DocuSigned by:

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 Jerry Toigo
 VP, Southern Arizona, IAFF Local I-60
 United Emergency Medical Professionals of AZ

12/5/2022

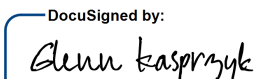
Date

DocuSigned by:

 0E91DD23223E488...
 Ryan Hilliard
 Union Steward, Arizona Ambulance
 IAFF Local I-60
 United Emergency Medical Professionals of AZ

12/5/2022


Date

For the Employer:

DocuSigned by:

 626FF0EBFE5E4EF...
 Glenn Kasprzyk
 President, Southwest Region
 American Medical Response


12/5/2022

Date

DocuSigned by:

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 David Banelli
 Vice President, Labor Relations
 Global Medical Response

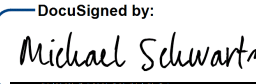
12/5/2022

Date

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 John Valentine
 Regional Director
 American Medical Response

12/8/2022

Date

DocuSigned by:

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 Michael Schwartz
 Senior Program Director
 American Medical Response

12/5/2022

Date