

UNITED EMERGENCY MEDICAL PROFESSIONALS OF ARIZONA

LOCAL I-60

OF THE

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Collective Bargaining Agreement

Southwest Ambulance of Tucson – Communications Department
d/b/a American Medical Response

November 1st 2024 – October 31st, 2027

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Section 1. Agreement & Recognition

This agreement is entered into by and between American Medical Response Ambulance Service Inc, d/b/a Southwest Ambulance of Tucson, 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 exclusive bargaining agent of all full time and part-time Dispatchers, 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 the classification defined above.

Extra-contract Agreements

In recognizing the Union’s 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

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.

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.

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.

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. Subcontracting

The Employer agrees it will not subcontract work in the Communication Center to any outside staffing agency or temporary worker for the sole purpose of displacing bargaining unit employees.

Section 4. Seniority

Company Seniority

Company 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 time off accruals and healthcare benefits.

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

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 section. 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.

Classification Seniority

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

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 5. Probationary Employees

Probationary Periods

Newly hired employees into the bargaining unit shall be considered probationary for the following time periods:

Full Time: Twelve (12) of continuous employment months from date of hire or their date of transfer into the bargaining unit

Part Time: Eighteen (18) months of continuous employment from date of hire or one thousand forty (2040) hours worked, whichever occurs first.

Probationary periods may be extended for an additional sixty (60) days.

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 6. 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, unless the Employer has been notified less than fourteen days regarding a loss of a contract that creates the necessity to reduce the workforce. 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 their wage rate and vacation accrual level 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.

Employees who have been notified in writing by the Employer that they will be laid off may apply for any existing vacant position with the Employer, provided the employees meets all the 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 accrued vacation time, based on the employee's hourly compensation as of the date of layoff.

Section 7. 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, customers, and the public. The Union and the Employer agree that bargaining unit employees shall be subject to the Company's Substance Abuse Prevention Policy unless otherwise stated below.

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. 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 Company 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 Company during the probationary period.

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 or the sale of marijuana or other similar drugs.

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.

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

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 Company 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 company is provided to their physician, (indicated in writing from the employee's physician) so that an informed examination may be performed. In the event the second opinion contradicts the initial examination, the Employer may obtain a third opinion by an alternative physician that will be paid by the Employer. 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 8. 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. The Employer maintains the right in relation to providing reasonable accommodations to individuals with disabilities as required under respective law.

Arbitration/Litigation Waiver Election

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

Harassment

The Union and the Employer agree that harassment is a form of misconduct, which undermines the integrity of the employment relationship and cannot be tolerated in the workplace. Any conduct, which falls within the definition of harassment as defined in the Equal Employment Opportunity Commission standards is prohibited and will be investigated fully in accordance with the Harassment policy and procedure. Complaints alleging harassment may be made orally

or in writing. Employees who violate this Article shall be subject to corrective action, up to and including termination.

Section 9. 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 while performing their assigned job duties. 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 authorized representative shall notify the Employer, by contacting the Director of Communications or their designee, before visiting the Employer's premises, and that Union visits will be permitted between 0800 and 2000 hours.

The Union agrees visits to the Employer's premises 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 to the Union within seven (7) calendar days of their start date.

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.

Such requests shall be made through the Communications Manager and shall be provided within a reasonable amount of time.

Bulletin Board Space

The Employer shall allow an accessible Union provided bulletin board (paid for by the Union) equal in size to the Employer's current bulletin board for the Union's exclusive use in mutually agreeable locations in the communication center to which bargaining unit employees are assigned.

The space provided 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. 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.

Union Insignia

Employees may wear an official UEMPA Insignia this insignia will be a pin no larger than one (1) inch in diameter.

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 corrective action or discharge of the employee.

In the event an employee is summoned to participate in a drug test by an 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.

Bargaining unit personnel shall be responsible for contacting the union representative of their choosing, for the purposes of representation at an investigative meeting. The Union representative shall be responsible for notifying the Employer of their attendance at the investigative meeting and shall be available within twenty-four (24) hours from the notice of representation. The timeframe for scheduling the meeting may be extended forty-eight (48) hours upon mutual agreement.

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

Section 10. 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 volunteer 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 will be sent to the President or their designee electronically.

Quarterly the Employer shall provide an electronic report (e.g., Excel Spreadsheet) of all bargaining unit terminations, and employees on leave. The reports shall include full name, date of hire, job classification, work location, and current wage rate.

Section 11. 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 \$200.00. Errors less than \$200.00 shall be corrected on the employee's next regularly scheduled paycheck.

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 12. 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. 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 13. Employee Break Periods

All on-duty employees will be given break periods according to the duration of their scheduled shift for the day.

Communications Supervisors will determine when it is appropriate to break the employee due to volume, staffing and needs. Scheduled breaks should be limited to one employee at a time unless circumstances exist to allow for more than one which will be determined by the Supervisor.

Employees are to remain on premise for all break periods unless approved by the Supervisor. Should an employee be approved to leave the premise for their break they will be required to clock out in Kronos and back in upon return.

All employees must return from their break period on time or may be subject to corrective action.

Section 14. Workplace Accommodations

Work Equipment

Both Parties agree to establish an equipment issue reporting and correction system through the Labor Management Committee within ninety (90) days of the ratification of this Agreement. This system will be responsible for identifying issues with duty related equipment (example: headsets) and establishing a process for the issue to be reported and corrected in a timely manner.

Section 15. Uniform Allotment and Appearance

Communication employees shall follow the existing company uniform policy, uniform allotment policy, and appearance policy in place as of the certification of the bargaining unit. Any modifications to said policy shall be communicated in advance to the union. In the event a change in the policies referenced above are made the Union shall have the opportunity to negotiate any identified impacts resulting from the change in the policy(s).

Section 16. 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 to promote 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.

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 17. Education

Mandatory Training/Certifications

Employees are required to obtain and maintain EMD Certification and CPR Certification. The Employer agrees to provide initial courses for all newly hired employees at no cost to the employee. Should the employee be unsuccessful in the completion of the course(s) and additional training is needed, it will be at the cost of the employee.

Continuing education needed to maintain the Employee's EMD Certification will be provided by the Employer at no cost and the employee will be allowed to complete the required training on duty. Should the employee not be able to complete the training on duty the Employer agrees to allow the employee to remain on the clock after shift or to clock in early to complete the

training with pre-approval from the Department Manager. Should the employee be unsuccessful in the completion of the course(s) and additional training is needed, all associated costs shall be the responsibility of the employee.

Mandatory training required by the Employer (e.g., Cornerstone) is encouraged to be completed while on duty. Should the Employee not be able to complete the training on duty, the Employer agrees to allow the employee to remain on the clock after shift or to clock in early to complete the training with pre-approval from the Department Manager.

CPR recertification will be provided by the Employer at no cost to the Employee through the local Training Department. Employees will be responsible for scheduling the class on their off time.

Tuition Reimbursement

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

Upon presentation of successful completion of the approved courses, the employee will be reimbursed (provided the employee has been approved for tuition reimbursement) 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 Communications Director must approve all applications and/or exceptions in advance and in writing.

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 Communications 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.

Section 18. Shift Allocations and Assignments

Department Wide Shift Bid

The Union will be responsible for holding a department wide shift bid at times designated by the Employer but no less than every 6 (six) months to fill open positions through an electronic bid system. Bids will be awarded based on seniority (provided the employee meets the qualifications for the position), beginning with the most senior employee in the required classification.

Positions available for bid will be listed by classification, shift time and days of the week. The Employer agrees to provide a list of all open and available shifts to the Union at least seven (7) days prior to the shift bid.

Shift Laterals

Employees of the same classification may lateral between shifts with mutual consent.

Temporary Shift Assignments

Newly hired employees or employees displaced following a shift bid will be assigned to shifts selected by the Employer until the employee is assigned a permanent shift through the shift bid process.

Administrative Moves

The Employer may move an employee for administrative purposes following a 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 their original shift, unless the original shift has been filled through the shift bid process. The Employer will advise the affected employee if the transfer is temporary or if the transfer is permanent.

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 Communications Manager.
- Shift trades shall not result in uncovered hours.
- Employees will be held accountable for shift trades they agree to cover.
- 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 19. Hours of Work & Overtime

Employee Definitions

Full-time bargaining unit employees must work on average, at least 80 hours bi-weekly. Approved time off will be included in hours worked to determine weekly average.

Part-time bargaining unit employees are required to work at a minimum sixty (60) hours per month.

The monthly hourly requirement for part-time employees may be waived by the Director of Communications on a case-by-case basis a maximum of twice per calendar year per employee.

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.

Overtime

Employees may voluntarily sign up for additional shifts considered "overtime" assignments. The maximum hours per scheduled shift or assignment is fifteen (15) hours, shifts longer than fifteen (15) hours require management approval.

When multiple employees request an overtime assignment for the same shift, the following will be utilized to determine assignment:

1. Floor Needs – Assignments shall be made based on floor needs and desired skill set at time of assignment.
2. Rotation – When two or more employees request the same overtime assignment, a rotational process will be used. This process should be documented, and a list maintained by the Employer to ensure fairness.

Overtime Cancellation

When cancelling an OT assignment, the employee will notify the On Duty Supervisor at least 2 hours prior to OT assignment shift start time. Employees that fail to notify the On-Duty Supervisor at least 2 hours prior to OT assignment shift start time may be subject to corrective action. Employees that cancel two or more OT assignments in a 14-day period will be subject to corrective action.

Shift Cancellation

Employees that arrive at work and are cancelled upon arrival shall be compensated the greater of the actual hours worked, or a flat rate of two (2) hours as hours worked. Employees whose shift is cancelled prior to the start of the shift shall not be eligible for any pay for the shift.

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 regular shift.

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.

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.

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.
- 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.

Section 20. Timekeeping and Attendance

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.

Workday

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

Attendance

All employees shall follow the Southern Arizona Communication attendance policy.

Shift Hold-Over

Employees may be required to stay on-duty due to Communication Center needs for up to two (2) hours past their scheduled shift time. Should there be a need for a hold-over, the supervisor will first ask for volunteers, if no volunteer exists it will be up to the discretion of the Supervisor. The Employer agrees that if a consistent need for hold-over exists, both Parties will agree to implement a rotation of employees required to remain on shift based on skill set.

Assignment Abandonment

Employees that leave their scheduled shift early without notice to their supervisor may be deemed to have abandoned their assignment. The first incident of assignment abandonment will result in a Last and Final Warning.

Section 21. Requests for Leave

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 Company will continue to pay the Company-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.

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 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.

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.

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. PTO used will be credited back to the employee once the claim is approved.

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.

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 Company 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.

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 Company 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 company 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.

Extension of a Leave of Absence

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

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 Company 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.

Bereavement Leave

When a death occurs in an employee's immediate family, the employee shall be entitled to paid bereavement leave of four (4) regular scheduled shifts within a thirty (30) day period from the employee's request for starting bereavement leave. 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
- 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 Company in advance.

Section 22. 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 remediation, 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.

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 investigatory meeting which the employee believes could result in corrective action. All parties agree to follow Weingarten Rights.

Records of corrective action may be considered for purposes of future corrective action, provided they are corrective actions for the same conduct or similar offenses and/or show a pattern of disregard of Employer Policy or an unwillingness to improve of during the applicable retention period:

- | | |
|--------------------------|-----------|
| • Verbal Reprimand | 6 months |
| • Written Reprimand | 9 months |
| • Suspension | 12 months |
| • Last and Final Warning | 18 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 Company 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 Company.

For corrective action to be valid, the investigation must be initiated within fifteen (15) calendar days after the Employer became aware of the alleged conduct. Corrective action issued following the investigation must be issued a maximum of thirty (30) calendar days from the initiation of the investigation. 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 written notification to the Union on a case-by-case basis.

Administrative Leave

The Parties agree that the Employer may place an employee on administrative leave without pay when an employee is relieved of duty pending completion of an investigation into allegations of serious misconduct.

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 an arrest for alleged criminal misconduct may be continued on unpaid administrative leave until completion of 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 23. 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 Company 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 a grievance in writing via certified mail, hand delivery or electronic mail which shall be sent directly to the Communications manager or Director of Communications 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:

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

Step One - The Communications Manager may meet with the grievant and his/her representative, within fifteen (15) calendar days and give their answer to the grievance in writing within fifteen (15) calendar days after the discussion. In the event the Company 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 Communications Manager fails to provide a timely or satisfactory response to the grievance, the Union shall submit the grievance to the Communications Director 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 Communications Director 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 submit 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 Communications Director’s Step Two answer to the grievance, or the date the mediator gives their oral recommendations to the parties, whichever is applicable. The Union 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 Union 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 from 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 Company 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 Communications Director as Step Two 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 24. 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 25. Management Rights

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 force, 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.

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.

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.

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.

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.

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 26. Compensation

Wage Increases

- A. Effective the first full pay period after January 1, 2025, the minimum base hourly rates for newly hired employees will be \$20.50 per hour.
- B. Effective with the first pay period after January 1, 2025, bargaining unit employees shall transition to a step on the 2025 pay scale listed in Appendix A representing a minimum of a four and one-quarter (4.25%) percent wage increase.

Wage Adjustments

Effective the first pay period after January 1, 2026, and for each successor year of this Agreement, each employee will move one step on the new pay scales listed in Appendix A for each calendar year.

Promotional Pay Adjustment

Employees who are promoted to a higher classification shall be moved to the step representing a minimum of a five (5%) wage increase.

New-Hire and Transfer 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 Southern Arizona Emergency Communications Center employee with the same level of experience.

Communications Training Officer

Dispatchers selected to be Communications Training Officers will be paid an additional \$2.00 per hour for all hours spent directly overseeing the training of a dispatch trainee.

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.

Night Incentive

Employees working a night shift from 1700 hours to 0500 hours will be paid \$1.00 per hour in addition to their regular hourly rate.

All economic provisions contained in this Agreement, (excluding the CTO stipend already in existence) shall not become effective until the first full pay period in January 2025.

Section 27. Holidays and Holiday Pay

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

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. 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.

Vacation requests for holidays must be submitted pursuant the Vacation Article in this Agreement.

Section 28. Paid Time Off & Sick-Time

Sick Leave

Effective January 1, 2025, and each January thereafter for the life of this Agreement all employees shall receive a frontload of forty-eight (48) hours of Sick Leave in addition to Vacation Time Accrual. Employees hired during the year shall receive a pro-rated amount based on their hire date. Employees calling out of work shall indicate at the time of call out the use of sick leave, otherwise such time shall be determined to be vacation time used from the employee's vacation accrual bank. Employees who call out sick more than forty-eight (48) hours or who have vacation time used for sick purposes shall be subject to the company's attendance policy.

Paid Time Off (PTO) / Vacation

Accrual

Employees shall accrue vacation time upon their first date of employment. Beginning with calendar year 2025 each employee's PTO bank shall be converted to vacation hours. Employees shall continue to accrue vacation hours under this Article as outlined below. Employees shall use vacation time in accordance with the provisions below.

12/42 Schedule

Years of Service	Accrual Rate Per Pay Period	Max Allowed in Bank
0-4.99	5.17	252
5-9.99	6.78	252
10+	8.08	252

Carry Over

Employees shall be allowed to carry over any accrued PTO/vacation up to the maximum accrual level provided their bank is at or below the maximum allowed in the table above.

PTO Payout

Employees may, at their discretion, elect to request a pay-out of their accrued and unused Paid Time Off/vacation. Such pay-out will be at the straight time rate of pay and shall not include any differentials or other added pay incentives. Employees may cash out any accrued and unused PTO/vacation hours provided they maintain a minimum of forty-eight (48) hours remaining for future use.

An employee who is separated from Employment (e.g., resignation, death, retirement, or discharge) shall be compensated for all unused Paid Time Off/vacation at the straight time rate of pay. In situations pertaining to resignation or retirement employees must give at least a two (2) week notice prior to departure to be eligible for the payout of their PTO/vacation time.

Requesting PTO

PTO leave requests shall be submitted and processed using the company's electronic web-based system.

Employees' Paid Time Off/vacation requests, other than that used due to illness, shall be submitted no later than fourteen (14) days, but not more than one hundred eighty (180) days prior to the requested date. Approvals or denials shall be notified to the employee within forty-eight (48) hours of submission to the Company designee.

No more than 3 employees will be granted PTO in a single day and no more than 2 per shift pattern. PTO will be awarded on a first come, first served basis.

Paid Time Off shall not be counted as hours worked toward the calculation of overtime, unless taken in a full one pay week block. PTO/vacation use shall be paid at the employee's straight time rate and shall not include any differentials or other incentive pay.

Partial shift PTO requests must be a minimum of one (1) hour and shall only be approved at the beginning or end of a shift.

PTO Found Coverage

Employees that find their own coverage and would like to use PTO may submit the request twenty-four (24) hours prior to the start of shift. Such requests will not count towards the total number of employees on PTO for that day and shall not be unreasonably denied.

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

PTO Cancellation

Employees may cancel their paid time off/vacation request at least twenty-four (24) hours prior to the start of their shift. If an employee cancels his/her paid time off/vacation requests, he/she shall be returned to their scheduled shift. If the shift was already filled, the displaced employee, if on overtime, shall be released from the shift if there is no other available, comparable open shift.

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

Section 29. Healthcare & Insurance

Insurance Benefits

The Employer agrees to offer all eligible full-time employees covered by this collective bargaining agreement a sponsored benefit plan that may include the following coverage, on a pretax basis, where applicable: Health, Dental, Vision, Basic and Supplemental Life, Basic and Supplemental Accidental Death and Dismemberment (AD&D), Short Term Disability, Long Term Disability, 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.

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.

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.

Effective through December 31, 2024, the existing medical plan premium cost share shall remain in place.

Effective with the first full pay period after January 1, 2025, medical plan premium cost shares shall have the Employer contributing eighty (80%) of all coverage types and the employee contributing twenty (20%) percent.

Dental Insurance

1. Effective through December 31, 2024, dental plans and cost shares shall remain in place as currently provided.
2. Beginning with calendar year 2025, 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.

Vision Insurance

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

Long Term Disability Insurance

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

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

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.

Group Term Life and Supplemental Life

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

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

Accidental Death and Dismemberment Insurance (AD&D)

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

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

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 30. 401k Plan Funding

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

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 31. Duration

This Agreement shall become effective on November 1, 2024 and shall remain in full force and effect up to and including October 31, 2027. 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 October 31, 2027.

Appendix A. Pay Rates

January 2025

Step	Dispatcher I	Dispatcher II	Dispatcher III
0	\$20.50	\$22.55	\$24.81
1	\$20.81	\$22.89	\$25.18
2	\$21.12	\$23.23	\$25.55
3	\$21.44	\$23.58	\$25.94
4	\$21.76	\$23.93	\$26.33
5	\$22.08	\$24.29	\$26.72
6	\$22.42	\$24.66	\$27.12
7	\$22.75	\$25.03	\$27.53
8	\$23.09	\$25.40	\$27.94
9	\$23.44	\$25.78	\$28.36
10	\$23.79	\$26.17	\$28.79
11	\$24.15	\$26.56	\$29.22
12	\$24.51	\$26.96	\$29.66
13	\$24.88	\$27.37	\$30.10
14	\$25.25	\$27.78	\$30.55
15	\$25.63	\$28.19	\$31.01

January 2026

Step	Dispatcher I	Dispatcher II	Dispatcher III
0	\$20.81	\$22.89	\$25.18
1	\$21.12	\$23.23	\$25.55
2	\$21.44	\$23.58	\$25.94
3	\$21.76	\$23.93	\$26.33
4	\$22.08	\$24.29	\$26.72
5	\$22.42	\$24.66	\$27.12
6	\$22.75	\$25.03	\$27.53
7	\$23.09	\$25.40	\$27.94
8	\$23.44	\$25.78	\$28.36
9	\$23.79	\$26.17	\$28.79
10	\$24.15	\$26.56	\$29.22
11	\$24.51	\$26.96	\$29.66
12	\$24.88	\$27.37	\$30.10
13	\$25.25	\$27.78	\$30.55
14	\$25.63	\$28.19	\$31.01
15	\$26.01	\$28.62	\$31.48

January 2027

Step	Dispatcher I	Dispatcher II	Dispatcher III
0	\$21.54	\$23.69	\$26.06
1	\$21.86	\$24.04	\$26.45
2	\$22.19	\$24.41	\$26.85
3	\$22.52	\$24.77	\$27.25
4	\$22.86	\$25.14	\$27.66
5	\$23.20	\$25.52	\$28.07
6	\$23.55	\$25.90	\$28.49
7	\$23.90	\$26.29	\$28.92
8	\$24.26	\$26.69	\$29.35
9	\$24.62	\$27.09	\$29.79
10	\$24.99	\$27.49	\$30.24
11	\$25.37	\$27.90	\$30.70
12	\$25.75	\$28.32	\$31.16
13	\$26.13	\$28.75	\$31.62
14	\$26.53	\$29.18	\$32.10
15	\$26.92	\$29.62	\$32.58