

# Collective Bargaining Agreement

Between



**American Medical Response Mid-Atlantic, Inc.**

&



**American Federation of State, County, and Municipal  
Employees District Council 20**

Effective: August 8, 2018

Ratified: August 8, 2018

Expires: July 31, 2021

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## ARTICLE 1 – RECOGNITION

### Section 1.01 – Recognition

The Employer recognizes the American Federation of State, County and Municipal Employees Council 20 as the sole and exclusive bargaining representative for all full-time and regular part-time Paramedics and Emergency Medical Technicians (EMTs) employed by the Employer based at its facility located at 3325 V Street NE, Washington, DC, 20018 as defined by the National Labor Relations Board in matter number 05-RC-193699, but EXCLUDING all other employees, office clerical employees, confidential employees, professional employees, mechanics, guards, Alternate Supervisors, supervisors as defined in the National Labor Relations Act (NRLA), as amended.

The provisions contained within this Section shall not be subject to the grievance and arbitration procedure.

### Section 1.02 - Employee Defined

The term “Employee” as used herein shall include all EMTs and Paramedics defined in Section 1 above. The parties agree that Field Training Officers (EMTs and Paramedics) shall be part of the Union bargaining unit and shall not be required, allowed, or eligible to hire, fire, or discipline other bargaining unit members.

### Section 1.03 – Out-of-Classification Assignment

Employees who are normally covered by this Agreement and who have voluntarily accepted a temporary out-of-classification assignment (OCA) as a supervisor or any other classification not specified in Section 1.01 shall not be covered under the provisions of this Agreement during their OCA assignment. An Out-of-Classification-Assignment (OCA), for the purpose of this Agreement, shall be defined as a temporary assignment with a limited term understood by the employee prior to accepting the OCA. Such assignment shall be at the sole discretion of the operations manager. The period of OCA shall be counted for the purposes of benefit and company seniority accrual under this Agreement.

### Section 1.04 - Bargaining Unit Work

Bargaining unit personnel shall have first rights of refusal to perform bargaining unit work and shall have the ability to replace non-bargaining unit members and/or supervisors forty-eight (48) hours prior to the start of any regularly scheduled shift. When an opening occurs less than forty-eight (48) hours prior to the start of a regularly scheduled shift, the Employer will make a reasonable effort to fill the shift(s) with bargaining unit personnel however, it may fill such shifts with non-bargaining unit personnel and/or supervisors at its sole discretion.

The provisions of this Section shall not apply to Alternate Supervisors, who shall continue to be scheduled for bargaining unit work at the Employer’s sole discretion.



## **ARTICLE 2 – UNION SECURITY**

### **Section 2.01 - Union Membership**

As a condition of continued employment, all employees included within the bargaining unit described in Article 1 of this Agreement shall either become a member of the Union and pay dues and fees thereto or in lieu thereof shall pay an amount equal to the Union's initiation fee and shall thereafter pay to the Union each month, either directly or through payroll deduction, an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. This obligation shall begin on the thirty-first (31<sup>st</sup>) day of the month following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later. Employees must notify the Union in writing of their intention not to be a member of the Union and to pay a fair share/agency shop fee in lieu of the Union's regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. The Union will comply with applicable laws regarding its calculation of the fair share/agency shop fee and the information provided to non-Union members in relation to that calculation.

### **Section 2.02 - New Employees/Termination Notice/Change of Status/Regular Provision of Employee Roster**

The Employer agrees to furnish the Union each month with the name(s) of all newly hired employees covered by this Agreement, including their addresses, classifications, and dates of hire, and the name(s) of terminated employees and date(s) of termination.

The Employer shall provide the Union with a current list of bargaining unit members once per calendar quarter at no cost to the Union. This list shall include the following for each member of the bargaining unit:

- A. Name
- B. Date of Hire
- C. Date of Birth
- D. Department
- E. Work Location
- F. Job Classification
- G. Pay Rate
- H. Home Address
- I. Phone number (both home and cell)
- J. Personal and work Email (if applicable)
- K. Status as of the most recent pay period
- L. Work schedule and shift assignment
- M. Seniority (date of hire or rehire date)

### **Section 2.03 - Union Dues Deduction**

- A. Once the Employer has received the amounts and/or calculations designated by the Union for any monthly dues, initiation fees, and/or lawful assessments it will, upon receipt of an individual, voluntary, written, and unrevoked check-off authorization from the Employee, deduct from the pay of such employee during each pay period a sum equal to that employee's Union monthly membership dues and thereafter, and upon transmittal of said

funds, the Employer's obligation and responsibility shall cease with respect to such deductions. The Employer agrees to promptly remit the sums deducted under this paragraph via Electronic Funds Transfer (EFT) or mail those funds to the Union.

- B. The Employer shall be relieved of making such "check-off" deductions upon: (a) termination of employment, or (b) transfer to a job other than one covered by the Union, or (c) layoff from work, or (d) an approved unpaid leave of absence, or (e) an arbitration award; or (f) revocation of a voluntary dues check-off authorization by the employee(s). Notwithstanding any of the foregoing, upon return of the employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions. The Employer shall not be required to make arrears deductions for bargaining unit employees. However, the Union may request in writing that the Employer make arrears deductions for employees who receive back pay as part of an arbitration award.

#### **Section 2.04 - PEOPLE Deductions**

The Employer agrees to deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee, upon receipt from the Union of an individual written authorization for such deduction. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within ten (10) days of the date they are deducted.

Payment shall be made to the Treasurer of AFSCME PEOPLE and transmitted to:

AFSCME, AFL-CIO  
P.O. Box 65334  
Washington, D.C. 20035-5334

The payment shall be accompanied by list of the names of those employees for whom a deduction was made and the amount of each deduction. This list must be separate and apart from the list of employees who have Union dues deducted and the list of employees who have fair share fees deducted.


#### **Section 2.05 - Indemnification**

The Union and each employee authorizing the assignment of his/her wages in accordance with this Article hereby undertake and agree to indemnify, defend, and hold the Employer harmless against all claims, demands, suits, actions, or other liabilities, including the Employer's reasonable attorney's fees that may be made against or incurred by it arising from or by reason of any action or inaction by the Employer in carrying out the provisions of this Article.

#### **Section 2.06 - Applicable Law**

The foregoing provisions shall be subject to applicable provisions of federal, state, and District of Columbia laws.

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**Section 2.07 - Union Activity**

The Employer will not discriminate in any way against any employee engaging in official Union activity.

**Section 2.08 - Computerized Information**

The Employer shall provide the Union with a computerized accounting of all dues and fees collected from bargaining unit employees and transmitted to the Union.

## ARTICLE 3 – UNION RIGHTS

### Section 3.01 - Shop Stewards

- A. The Employer recognizes the right of the Union to select a reasonable number of shop stewards. The Employer agrees that there will be no discrimination against authorized shop stewards because of Union activity. Shop stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the individuals serving as authorized shop stewards. Within thirty (30) calendar days following the ratification of the Agreement, the Union shall notify the Employer in writing of the designated Union representatives and stewards. Additionally, the Union will notify the Employer in writing when individuals leave the position of shop steward within seven (7) calendar days. Shop stewards shall suffer no loss in pay or benefits for attendance at investigatory and grievance meetings held during their shift, which the Employer has requested the shop steward to attend.
- B. When a shop steward is required to attend an investigatory meeting and the Employer determines it is not operationally feasible to use a shop steward currently on duty, management will authorize the off-duty shop steward to be paid to attend the investigatory meeting. In such circumstances the shop steward will be paid their base hourly pay rate, regardless of how long the meeting runs. Hours paid solely for the performance of shop steward duties shall not be counted towards hours worked for purposes of calculating overtime and benefits.

### Section 3.02 - Access of Union Representatives

- A. The Parties agree that Union access to the Employer's facilities or work stations will be permitted when necessary for employee representation, to investigate a grievance, present a grievance, or to conduct official Union business. Union business shall not interfere with or disrupt in any manner the performance of Company duties by either the employee and/or the Union representative. Additionally, the Union and/or bargaining unit employees shall not solicit Union membership, collect Union dues, or conduct Union meetings at any time on the premises of hospitals or other facilities serviced by the Employer in locations where conversations will be heard by patients or customers. The Union and/or bargaining unit employees shall not conduct Union meetings during working time on Company property.
- B. The Union agrees that its Union representative or authorized Union agents shall notify the Employer in advance of their presence by contacting the Operations Manager or his/her designee ahead of time. Union representatives who fail to notify the employer of their presence shall be immediately asked to leave the employer's premises. Visits shall be between 0600 and 2000 hours. Access to the Employers premises will not be unreasonably denied. This section will not apply in cases of requests for Union representation due to investigatory meetings.
- C. The Union agrees that during visits to the Employer's premises, its Union Representative shall not interfere with the performance of work duties performed by any employee, and that all Union representatives and Shop Stewards will abide by applicable Employer work rules and policies, including but not limited to all health and safety rules and all Employer

Standards of Conduct.

**Section 3.03 - Union Bulletin Boards**

- A. Glass encased, and locked Bulletin boards shall be made available at each work site to post official Union business (on Union letterhead stationery or an official Union publication). Bulletin boards in place at the time of this agreement shall remain in place and the Union shall have access to such bulletin boards for the posting of Union material. The Manager of his/her designee shall receive copies of all material to be posted prior to or at the time of posting. The space provided for such bulletin boards will be maintained by the shop steward and official Union representative, with the posting or removal of bulletins and publications to be handled only by the same. The Employer and the Union recognize the Employer's right to remove posted material which is derogatory or damaging to the Employer's business or industry. The Employer agrees to notify the Union if it removes any posted material.
- B. Materials shall be posted upon the bulletin board space as designated and not upon walls, doors, windows, etc.

**Section 3.04 - New Employee Orientation**

The Employer shall provide the Union with seven (7) days advance notice of upcoming new employee orientations. The Union shall be allowed to meet with and address employees attending each new orientation program. Union representatives shall be pre-scheduled by Human Resources and shall be entitled to a maximum of twenty (20) minutes to address employees.

**ARTICLE 4 – MAINTENANCE OF STANDARDS**

The Employer agrees that, subject to the provisions of this collective bargaining agreement (CBA), all conditions of employment relating to wages, hours of work, overtime, and general working conditions shall be maintained at the time of the signing of this Agreement.

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## **ARTICLE 5 – CORRECTIVE ACTION AND DISCHARGE**

### **Section 5.01 - Corrective Action and Discharge**

The Employer shall have the right to issue corrective action and discharge employees for just cause.

### **Section 5.02 - Procedure**

The Employer and the Union recognize the intent of correction action is to remedy performance problems and modify behavior. While the Employer will attempt to accomplish those objectives through various means, which may include training and education, the Employer reserves the right to issue corrective action, up to and including discharge, based on just cause and the circumstances of each case. While corrective action will generally include documented verbal or written warnings, final written warnings and/or suspensions, or discharge, serious or repeated offenses may call for corrective action commensurate with the offense or totality of the circumstances and not necessarily based on the premise of progression.

### **Section 5.03 - Right to Representation**

Employees have the right to union representation in an investigatory meeting which could lead to corrective action, provided the employee requests such representation.

### **Section 5.04 - Corrective Action Notices**

The Employer shall notify an employee in writing of any corrective action or discharge. The notice shall identify the reasons(s) for the corrective action or discharge and the effective date of the action. The Employer agrees to provide the Union with copies of all suspensions and discharges within twenty-four (24) hours of issuance.

### **Section 5.05 - Retention Period**

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

- |                           |           |
|---------------------------|-----------|
| A. Verbal Warnings        | 6 months  |
| B. Written Warnings       | 12 months |
| C. Final Written Warnings | 18 months |
| D. Suspensions            | 24 months |

Corrective action issued for patient care, harassment/discrimination and work place violence shall remain in an employee's personnel file and may be considered for purposes of further discipline for the duration of their employment with the Company

### **Section 5.06 - Disclosure**

The Employer will, upon written request of the Union, provide the Union copies of any documents relied upon by the Employer in support of the corrective action or discharge including, but not limited to, all investigative reports, witness statements and physical evidence. Where such documents contain confidential patient care or legal information, such confidential information

will be redacted before providing the documents to the Union. The documents and information must be produced within ten (10) business days from receipt of the Union's written request, with an extension of this time limit by mutual agreement of the parties.

**Section 5.07 - Time Limits**

The Employer will commence any necessary investigations of employees in an expeditious manner and will not unnecessarily delay such investigations. Corrective action notices shall be issued within five (5) calendar days of the conclusion of the investigation. In response to an investigation conducted by law enforcement and/or external local EMS agencies, the Employer reserves the right to suspend any active investigation until the completion of the EMS and/or law enforcement investigation.

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## ARTICLE 6 – GRIEVANCE PROCEDURE AND ARBITRATION

### Section 6.01 - Grievance Procedure

- A. The purpose of this procedure is a timely adjustment of grievances by the Employer and the Union following a prompt investigation and thorough discussion. In the event that any grievance arises concerning the interpretation or application of any of the terms of this Agreement and/or any dispute concerning wages, benefits, and working conditions, such matters shall be adjusted according to the procedures and conditions set forth below.
- B. The parties should attempt to resolve problems informally with their immediate supervisor or Union Business Agent before resorting to the grievance procedure. Any agreement obtained during the informal process will be a non-precedent-setting settlement.

### Section 6.02 – Union Grievance Process

- A. Step One – The Union through its shop steward or field representative shall submit the grievance in writing via certified mail, or hand delivery to the Operations Manager or his/her designee within seven (7) business days of the occurrence giving rise to the grievance, or the date the employee and/or the Union should have been reasonably aware of the occurrence giving rise to the grievance. The Operations Manager or his/ her designee may meet with the grievant and/or his/her representative within seven (7) business days and give his/her answer in writing within seven (7) business days after such discussion. Grievances resolved at this step shall not be precedent-setting.

“Occurrence” is the date when:

1. The grievant learned, or reasonably should have been aware of the event that is the subject of the grievance;
  2. The effective date of corrective action or discharge;
  3. The latest date for which a continuing violation is alleged.
- B. To be considered valid, a grievance shall contain the following information:
1. Grievant(s) (or Union for Union grievances)
  2. Incident date
  3. AFSCME steward to be the contact for the grievance
  4. A section describing the grievance(s) and any article(s) violated
  5. A suggested remedy
  6. Signature by union official and grievant in the case of an individual grievance.
- C. Step Two – If the procedure in Step One fails to resolve the grievance, the grievance shall be submitted to the Regional Director or his/her designee within seven (7) business days after the receipt of the Step One answer. The parties shall meet and attempt to resolve the issue within seven (7) business days after the Step Two submission. The Regional Director or his/her designee will provide a written response within seven (7) business days of the meeting held at Step Two.
- D. Step Three - The parties encourage the use of non-binding mediation as a means of settling disputes without arbitration. Within seven (7) business days of the receipt of the reply to

the grievance at Step Two, the parties shall meet to discuss submitting the dispute to mediation. The use of mediation is entirely voluntary; the recommendations of the mediator are non-binding. Federal Mediation & Conciliation Services (FMCS) shall be the permanent mediator whose function it 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. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal.

- E. Step Four – If the grievance is not satisfactorily resolved at Step Two (or at Step Three, if the parties have agreed to voluntary mediation), then 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) business days after either the date the Union receives the Regional Director's Step Two answer to the grievance, or the date the mediator gives his/ her oral recommendations to the parties, whichever is appropriate. An arbitrator shall 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.

F. Arbitration

1. The arbitrator's authority shall be limited to resolution of the particular issue(s) submitted to the arbitrator by the Union and the authority conferred by this Agreement. The arbitrator shall have no authority to alter, change, ignore, delete from, or add to the provisions of this Agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented by the parties. The decision of the arbitrator shall be final and binding on the parties.
2. The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents and things at the arbitration hearing. The arbitrator shall also have the authority to resolve any pre-hearing motions presented by either party. A party who presents a pre-hearing motion (including but not limited to challenges to arbitrability) that is denied by the arbitrator shall be solely responsible for the arbitrator's fees and expenses relating to resolution of the pre-hearing motion.
3. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action and discharge where the Employer shall have the burden of production and proof at the hearing.
4. The fees and expenses of the arbitrator shall be borne by the losing party. Unless mutually agreed upon, costs and fees for court reporters and hearing transcripts shall be borne solely by the party requesting such services. The parties shall bear their own expenses for legal representation.

5. Economic awards shall be limited to forty-five (45) days prior to the event giving rise to the grievance. Economic awards in corrective action and discharge cases are subject to offset for unemployment benefits and other interim compensation earned or received by the grievant during the back-pay period.

### **Section 6.03 – Employer Grievance Process**

- A. **Step One** – The Employer shall submit the grievance in writing via certified mail, or hand delivery to the Union Business Agent or his/her designee within seven (7) business days of the occurrence giving rise to the grievance, or the date the Employer should have been reasonably aware of the occurrence giving rise to the grievance. The Union Business Agent may meet with the Employer within seven (7) business days and give his/her answer in writing within seven (7) business days after such discussion. Grievances resolved at this step shall not be precedent-setting.

“Occurrence” is the date when:

1. The grievant learned, or reasonably should have been aware of the event that is the subject of the grievance;
  2. The latest date for which a continuing violation is alleged.
- B. To be considered valid, a grievance shall contain the following information:
    1. Grievant
    2. Incident date
    3. Employer Representative to be the contact for the grievance
    4. A section describing the grievance(s) and any article(s) violated
    5. A suggested remedy
    6. Signature by an Employer Representative
  - C. **Step Two** – If the procedure in Step One fails to resolve the grievance, the grievance shall be submitted to the AFSCME District Council 20 Executive Director or his/her designee within seven (7) business days after the receipt of the Step One answer. The parties shall meet and attempt to resolve the issue within seven (7) business days after the Step Two submission. The AFSCME District Council 20 Executive Director or his/her designee will provide a written response within seven (7) business days of the meeting held at Step Two.
  - D. **Step Three** - The parties encourage the use of non-binding mediation as a means of settling disputes without arbitration. Within seven (7) business days of the receipt of the reply to the grievance at Step Two, the parties shall meet to discuss submitting the dispute to mediation. The use of mediation is entirely voluntary; the recommendations of the mediator are non-binding. Federal Mediation & Conciliation Services (FMCS) shall be the permanent mediator whose function it 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. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal.

E. Step Four – If the grievance is not satisfactorily resolved at Step Two (or at Step Three, if the parties have agreed to voluntary mediation), then the Employer may refer the grievance to arbitration by filing a written demand for arbitration with the American Arbitration Association (AAA) no later than fifteen (15) business days after either the date the Employer receives the AFSCME District Council 20 Executive Directors Step Two answer to the grievance, or the date the mediator gives his/ her oral recommendations to the parties, whichever is appropriate. An arbitrator shall 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.

F. Arbitration

1. The arbitrator's authority shall be limited to resolution of the particular issue(s) submitted to the arbitrator by the Employer and the authority conferred by this Agreement. The arbitrator shall have no authority to alter, change, ignore, delete from, or add to the provisions of this Agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented by the parties. The decision of the arbitrator shall be final and binding on the parties.
2. The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents and things at the arbitration hearing. The arbitrator shall also have the authority to resolve any pre-hearing motions presented by either party. A party who presents a pre-hearing motion (including but not limited to challenges to arbitrability) that is denied by the arbitrator shall be solely responsible for the arbitrator's fees and expenses relating to resolution of the pre-hearing motion.
3. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action and discharge where the Employer shall have the burden of production and proof at the hearing.
4. The fees and expenses of the arbitrator shall be borne by the losing party. Unless mutually agreed upon, costs and fees for court reporters and hearing transcripts shall be borne solely by the party requesting such services. The parties shall bear their own expenses for legal representation.
5. In no event shall any award be retroactive beyond forty-five (45) days from the effective date on which the grievance was originally presented in writing.

**Section 6.04 - Time Limits**

By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended. Such extension must be confirmed in writing within the specified time limits. In the event either party fails to respond to a grievance within the time limits and manner set forth in this Article, the grievance may be advanced to the next step in the grievance process.

**Section 6.05 - Participants**

The parties agree that the grievant shall be allowed to participate in any and all steps of the grievance procedure. The parties agree to exercise their best efforts to arrange grievance meetings that accommodate the schedules of all participants.

## **ARTICLE 7 – PROBATION**

### **Section 7.01 - Probationary Period**

Newly hired and transfer employees shall be considered probationary for the following uninterrupted time periods:

- A. Full Time: Six (6) months from date of hire or transfer,
- B. Part Time: Twelve (12) months or 1400 hours, but not less than nine (9) months worked from date of hire or transfer

Probationary periods may be extended for an additional three (3) months by agreement between the Employer and the Union. Employees who are in a probationary status shall have no seniority status until they have successfully completed their probationary period. Upon successful completion of their probationary period employees will be credited for seniority retroactive to their date of hire.

An employee who changes his/her job classification shall be required to successfully complete a ninety (90) day trial period in the new classification. An employee in the trial period, who does not successfully complete the ninety (90) day trial period at the new level, may be reverted back to their previous classification provided an open position exists without any adverse effect to their eligibility for benefits dependent upon the situation.

### **Section 7.02 - Discharge During Probation**

At any point during the probationary period, the Company may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 8 – HEALTH AND SAFETY**

### **Section 8.01 - Employer's Duty**

- A. The Employer recognizes its responsibility to provide a safe and healthful working environment for employees. The Union also recognizes its responsibility to cooperate with the Employer in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.
  
- B. The Employer shall, at all times, provide safe materials, equipment, vehicles and working conditions for all employees covered under this Agreement. The Employer will provide regular OSHA training and instruction in driver safety and proper lifting/rapid manual extrication techniques to those employees whose duties and/or job performance would relate to or benefit from such training.
  
- C. No employee shall be required to work under hazardous conditions and/or with unsafe equipment. Employees who become aware of hazardous conditions and/or unsafe equipment shall immediately report such conditions and/or equipment to their immediate supervisor. If, after assessment by the Employer the employee's concern is substantiated, the employee will be issued new equipment and/or removed from such conditions. If the concern is not validated the employee shall utilize the equipment/ and or continue with any work assignment previously given. Employees who willfully fail to report hazardous conditions and/or unsafe equipment shall be subject to corrective action up to and including termination. No employee will be subject to corrective action for reporting a health or safety problem.

### **Section 8.02 - Company Paid Immunizations**

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

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

If the Employer provides an immunization, the Employer shall not be responsible for fees incurred by any employee who obtains it elsewhere. All employees shall either obtain each immunization provided by the Employer or sign a waiver as requested by the Employer.

### **Section 8.03 - Safety Equipment**

The Employer shall provide the following safety and protective gear which meets the latest EMS standards for each employee:

- A. Hearing and Eye Protection;
- B. Goggles/Face Shields;
- C. Safety equipment personal protective equipment (PPE) garments;
  - 1. Standards compliant reflective vest with Velcro emergency tear away capability.

- D. Vehicle access devices for each crew member;
- E. The Employer shall provide the following safety and protective gear, which meet the latest District of Columbia EMS standards, for each ambulance:
  - 1. Flashlights available to each crew member;
  - 2. A functional, portable radio communications device shall be made available to each employee at the start of each shift. All portable radios shall include an appropriate holster/clip. All current bargaining unit employees will be required to sign the Portable Radio Policy and Procedure as defined in Appendix "A" of this Agreement within thirty (30) calendar days of the ratification. New employees will be required to sign during their 911 orientation period.

**Section 8.04 - Crew Facilities**

Bottled and/or filtered water will be provided at all facilities.



## **ARTICLE 9 – EDUCATION AND TRAINING**

### **Section 9.01 - Paramedic Continuing Education**

All full-time paramedics and part-time paramedics who are assigned to a Paramedic shift, and who have completed one (1) year of consecutive employment with the Employer shall be allowed to attend Employer provided CE training equal to forty-eight (48) hours every two (2) calendar years while off duty. Should any applicable state(s) or the District of Columbia require additional hours of continuing education, or specific training courses/classes, the Employer will provide such training at no cost to the employee.

### **Section 9.02 - Paramedic Re-certification and Re-licensure Fees**

- A. The items listed below may be required to maintain paramedic licensure. The Employer will provide sufficient training opportunities for each required item as defined in Section 9.02(B) below at no charge to the employee. Should the Employer be unable to provide sufficient training opportunities it may reimburse full-time employees any fees paid upon verification of a passing score or certificate of completion and presentation of receipt of payment.
  
- B. If the Employer provides any of the following training within the three (3) months preceding the expiration date of certification, and if there is an available opening in the training and an employee elects not to participate, then he/she will remain responsible for payment of all required fees.
  1. American Heart Association (AHA): Advanced Cardiac Life Support
  2. American Heart Association (AHA): Basic Cardiac Life Support for Providers
  3. American Heart Association (AHA): Pediatric Advanced Life Support
  4. National Association of EMTs: Pre-hospital Trauma Life Support-or Basic Trauma Life Support
  5. Any other certification required by applicable state(s), or the District of Columbia authorities to maintain Paramedic licensure.
  
- C. The Employer shall pay the fees for initial licensure as required by the District of Columbia and applicable state(s) for full-time and part-time paramedics who meet the District and/or State requirements.

### **Section 9.03 - EMT Re-certification**

- A. All full-time and part-time EMT's who have completed one (1) year of consecutive employment with the Employer shall be entitled to attend employer provided continuing education training or an EMT re-certification class, whichever is required by the District of Columbia for up to twenty-four (24) hours every two (2) calendar years while off duty. Should the District of Columbia, and the National Registry of Emergency Medical Technicians require additional hours of continuing education, the Employer will provide such training at no cost to the employee.
  
- B. The Employer shall pay the fees for initial certification as required by the District of Columbia for full-time and part-time EMT's.

### **Section 9.04 - Licensing/Qualifications**

- A. All employees are required to maintain the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. The Employer agrees to post or otherwise notify employees of the expiration dates the Employer has on file for required licenses, certificates, and/or accreditations not less than once per calendar year. It is the responsibility of each individual employee to ensure that all licenses, certificates, and/or accreditations are maintained.
  
- B. Employees who report to work and perform work duties without the required license, certificate, and/or accreditation shall be subject to discharge. An employee whose required license, certificate, and/or accreditation has expired, and who has not performed work duties, shall be placed on a thirty (30) day unpaid administrative leave to obtain current and valid license, certificate, and/or accreditation. Additionally, the employee shall receive a final written warning. Employees who are already on a final written warning due to an expired license, certificate, and/or accreditation shall be subject to termination regardless if they are able to obtain the required license, certificate, and/or accreditation within thirty (30) calendar days. Failure to obtain the required license, certificate, and/or accreditation within thirty (30) days shall be cause for separation from employment.
  
- C. Employees whose state or local license is temporarily suspended by a state or local agency (other than unpaid administrative leaves covered by Article 26 of this Agreement) shall be placed on unpaid administrative leave for a maximum of thirty (30) days. Employees may utilize accrued PTO solely at their option during any portion of the suspension. Employees shall be required to have all licenses, certifications, and/or accreditations up to date at the conclusion of the unpaid administrative leave. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for separation from employment

### **Section 9.05 – Mandatory Training**

The Employer may, from time-to-time, require employees to complete on-line and/or in classroom mandatory training which may include training related to OSHA, HIPAA, Anti-Harassment, etc. To assure a proper training environment and efficient planning for such training, a training memo will be posted in all stations at least thirty (30) days in advance. All employees must complete the on-line training and/or attend one of the posted training sessions in uniform as applicable. If an employee fails to complete the on-line training and/or attend any of the posted training sessions the employee shall be placed on leave without pay for a maximum of thirty (30) days or until the employee completes such training, whichever is earlier. Should the employee not complete the mandatory training within thirty (30) days after being placed on unpaid leave, the employee shall be deemed to have resigned from employment. In the event an employee fails to complete any of the Employer offered mandatory training sessions, the employee shall be solely responsible for scheduling makeup training and for the cost of the makeup training unless such training is received from the Employer. Employees are encouraged to complete on-line training while on duty. However, employees who are unable to complete their on-line training while on duty may complete the training while off duty, provided that the employee has received prior approval from his/her supervisor. Time spent completing Employer mandated training while off-duty shall be paid as hours worked at the employee's base rate of pay. The Union acknowledges and agrees that

there may be instances where, due to operational needs or other circumstances, mandatory training will occur with less than thirty (30) days' notice.

**Section 9.06 – Corporate Integrity Agreements Training (“CIA”)**

Employees are required to complete general compliance training on-line as applicable. All general compliance training must be completed by the date designated by the Employer. Those who do not complete the training by the date designated by the Employer will be subject to an immediate thirty (30) day unpaid suspension until the training is completed. If the training is not completed on or before the expiration of the suspension, the employee shall be subject to immediate termination. Additionally, newly hired or rehired employees have 30 days from date of employment to complete the training. If the training is not completed within 30 days, the newly hired or rehired employees will be subject to immediate suspension and/or termination. The Employer shall provide adequate advance notice to employees.

Employees are expected to complete on-line training while on duty. Time spent completing Employer mandated training shall be paid as hours worked at the employee's base rate of pay.

Employees who are unable to complete said training during normal work hours shall seek and obtain prior approval from the Operations Manager in order to complete the training while off-duty. Employees shall receive one (1) hours of pay at their base rate of pay upon completion and verification of the training.

## ARTICLE 10 – HOURS OF WORK

### Section 10.01 – Workweek/ Workday Defined

- A. The work week shall be defined as a seven (7) consecutive day period beginning at 0000.00 hours on Saturday and ending at 2359.59 hours the following Friday.
- B. The work day shall be defined as a twenty-four (24) hour period beginning at 0000.00 hours and ending at 2359.59 hours.
- C. All employees are eligible to participate in the Direct Deposit pay program. This electronic deposit of funds produces an electronic check stub instead of an actual check at each pay period.

### Section 10.02 – Employee Definitions

#### A. Full-Time Employee

1. Regularly scheduled full-time employees are those employees defined as full-time employees by the Employer, and who are regularly scheduled to work a minimum of thirty-six (36) hours per week.
2. Fulltime employees may apply on line through the company software program for posted part-time positions as an internal candidate to become a part-time employee. The decision to fill or create a part time position shall be at the sole discretion of the Employer. If approved, changes in status will occur within thirty (30) calendar days.

#### B. Part-Time Employee

1. Part-time employees are those employees who are scheduled to work less than thirty-six (36) hours per week. Part time employee must work a minimum of one (1) ambulance shift per pay period but shall work thirty-six (36) hours per month to retain their employment with the Employer; except in cases where the Employer is unable to offer scheduled hours.
2. Part-time employees may apply on line through the company software program to become full-time employees as an internal candidate when there is an Employer designated full-time job opening. The decision to fill or create a full-time position shall be at the sole discretion of the Employer. If approved, changes in status will occur within thirty (30) calendar days. The Employer shall give consideration to qualified internal part-time candidates before considering external candidates that have applied for the same job opening. Full-time positions shall be awarded based on seniority.
3. Part-time employees who fail to meet their minimum monthly requirement more than one (1) time in a calendar quarter shall be subject to a written warning, unless approved by management to work below the minimum monthly requirement in a

given month. If the employee fails to meet their minimum monthly requirement more than twice in a calendar year the employee may be subject to termination.

4. Employees classified as part-time shall not establish full-time employment status by virtue of adding hours to their work schedule.

### **Section 10.03 - Shift Bids**

- A. The bidding of full time positions will occur in December of each year to be effective for January shifts, and in June of each year to be effective for July shifts. The Union shall conduct the shift bid based on the shifts, dates, locations, times, and any other parameters as determined by the Employer. Shifts will be awarded based upon company seniority. The Employer reserves the right to change the result of the shift bid when the shift bid results in a situation that may be detrimental to the Employer's operation. Shift bids may also occur more frequently than two times per year as a result of unforeseen changes within the system or significant business fluctuations.
- B. Partner Bidding - Two employees who would like to work together will be allowed to submit a joint bid. The employee with the lowest company seniority of the two partners will be used to determine seniority for partner bidding.

### **Section 10.04 - Shift Trades/Giveaways**

Full-time and regular part-time employee shall be entitled to trade/giveaway shifts in accordance with the following procedure:

- A. A completed shift trade/giveaway request must be submitted via the Employer's scheduling software at least seven (7) days prior to the date of the requested trade. The Employer's designated scheduler will respond (i.e., approve or deny) electronically to the request within two (2) business days of receipt of a completed shift trade. A completed shift trade/giveaway request shall include the acceptance of both employees. Requests submitted less than seven (7) days prior to the date of the requested trade may be considered for emergencies or extenuating circumstances. Any approval of shift trades for emergencies or extenuating circumstances shall be at the sole discretion of the Employer.
- B. Shift trades/shift giveaways shall not result in additional labor costs to the Employer. Shift trades/shift giveaways must occur during the same pay week.
- C. All shift trades/shift giveaways will be between employees of like classification.
- D. Shift trades/shift giveaways will not be allowed for the purposes of avoiding discipline.
- E. Employees will be held accountable for shifts they agree to cover.
- F. Failure of an employee to show ("no call/no show") for agreed shift trade/shift giveaways may result in disciplinary action.
- G. Partial shift trades/shift giveaways shall not be permitted.

- H. Part time employees may giveaway a shift(s) to another part-time employee, provided it complies with all provisions of this Section. Full-time employees may giveaway one (1) shift per month, provided it complies with all provisions of this Section, and the employee finds their own coverage for the shift. Employees will not be required to use accrued PTO for this giveaway.
- I. It shall be the employee's responsibility to verify that a shift trade and/or shift give-away, if applicable, has been approved.

### **Section 10.05 - Open Shifts**

When hours/shifts become available the Employer will fill the open hours/shifts through the Employer's scheduling software based on the following:

#### **A. Availability**

1. Full-time employees may submit their availability on-line through the Employer's scheduling software for open hours/shifts for the following month by the first Tuesday of the previous month. Additionally, part-time employees shall be required to submit availability on-line for open hours/shifts for the following month by the first Tuesday of the previous month.
2. Employees who submit availability by the first Tuesday of the previous month will be given priority for filling open hours/shifts.
3. Submitting availability means a person is able and willing to work the open hours/shifts for which they submit availability.
4. Shifts will only be awarded when the shift is entirely within the employee's submitted availability.
5. It is the employee's responsibility to update their availability on-line if it should change.

#### **B. Open shifts will first be filled based on availability submitted through the Employer's scheduling software in the following order:**

1. Part-time employees, with the least number of worked hours in the week, who would not work more than twenty-nine (29) hours during the work week by accepting the available hours/shifts. In the event the number of hours worked is equal, then by company seniority.
2. Part-time employees, with the least number of worked hours in the week, who have worked more than twenty-nine (29) hours during the work week, but who would not work more than forty-two (42) hours during the week by accepting the available hours/shifts. In the event the number of hours worked is equal, then by company seniority.
3. Full-time employees with the least number of worked hours in the week. In the event the number of hours worked is equal, then by company seniority.

#### **C. Any shifts that remain open after following the process defined above shall be filled in any manner at the sole discretion of the Employer.**

- D. The Employer reserves the right to limit the number of shifts which a part-time employee may work at any time specifically to ensure that the Employer is not required to begin providing additional benefits to that employee which they are not already receiving as a part-time employee.
- E. The Employer reserves the right to rescind any previously awarded open shift(s) or assigned shift coverage to full time and/or part time employees based on the following:
1. When a full-time employee is returning to duty from an approved LOA
  2. When a new full-time employee has completed their probationary period

**Section 10.06 - Filling Vacant Full-time Job Positions**

When a full-time bargaining unit position becomes vacant, and the Company decides to fill the position, said position will be posted for five (5) days whereby all full-time employees may request the position. Only written requests submitted via email to the Operations Manager or his/her designee will be considered. After the five (5) day posting the shift will be filled based on the highest seniority of those full-time employees who submitted a request. If no full-time employee(s) requested the shift(s), the Company may post the job opening(s) for internal part-time and external candidates. Any subsequent full-time position(s) vacated due to the application of the process as defined in this Section shall be filled based on the same process. Any additional resulting vacancy(s) shall be filled at the Company's discretion.

**Section 10.07 - Overtime**

All work performed in excess of forty (40) hours in a work week will be paid at one and one-half times (1.5x) the employees regular straight time rate of pay. Where an employee in a single workweek works two (2) or more different shifts and/or different types of work for which different, regular (non-overtime) rates of pay have been established, overtime pay shall be calculated using the Fair Labor Standards Act (FLSA) weighted averaging method for such rates. There shall be no duplication and/or pyramiding of overtime. Paid leave hours, including but not limited to PTO, shall not count towards hours worked for overtime calculation purposes.

**Section 10.08 - Holdover**

For the purposes of this Section, the following definition shall apply:

- A. **Holdover**: A holdover shall be defined as any call or assignment that is assigned after the end of the employees regularly scheduled shift. Holdovers shall be announced by radio or text message as applicable. Time spent completing a call or an assignment that has been assigned prior to the end of the employees regularly scheduled shift, including travel time back to the employee(s) deployment location, shall not be considered a holdover.

An employee(s) may be held over for up to two (2) hours past their scheduled end of shift based on operational needs for the purposes of coverage (either staffing or contractual), to handle increased call volume, or unforeseen circumstances. Said employee may be given a call or assignment at any time during the two (2) hour holdover period following their scheduled end of shift and may not refuse the call or assignment. Once the individual and/or crew completes the two (2) hour time frame past the end of their scheduled shift, and provided the crew is not actively

running a call or assignment, they will be considered out of service and shall be allowed to return to quarters and end their shift.

If the Union can demonstrate that a pattern of multiple holdovers is occurring on a specific shift(s) and/or with specific crews, the Employer agrees it will meet with the Union in an attempt to find alternative solutions to help reduce holdovers to the extent possible to do so.

Management reserves the right to holdover any employee or crew in the event of a major incident, MCI, weather or other public health emergency.

Should an employee be held over longer than two (2) hours past the end of their regular scheduled shift the employee shall be compensated at an additional one-half times (.5x) the employees's base hourly rate of pay, or their prevailing wage rate of pay as applicable. At no time shall an employee be paid greater than one and one-half times (1.5x) their base hourly rate of pay, or their prevailing wage rate of pay as applicable. The Employer reserves the right to deny premium payments as defined in this Section if the Employer determines that time worked past the end of the employees shift is not justified. Employees may appeal the denial of the premium payment in accordance with the terms and conditions of this Agreement. There shall be no duplication and/or pyramiding of hours that are compensated at the premium rate.

#### **Section 10.09 - Maximum Consecutive Shifts/Hours**

No employee shall be required to work more than eighteen (18) hours. Any employee who works more than sixteen (16) contiguous hours shall have a minimum break period of not less than ten (10) contiguous hours before starting a new shift.

#### **Section 10.10 - Report In Pay**

An employee who reports to work for a regularly scheduled shift, or as requested by the Employer, and who is not permitted to work the scheduled or requested "employee assignment" shall either be assigned to another unit for the duration of the originally scheduled shift, be assigned alternative work (non-bargaining unit work) for the duration of the originally scheduled shift, or be released from duty with four (4) hours pay at their base rate of pay at the Employer's option.

#### **Section 10.11 - Paid Breaks**

- A. Employees shall be paid for all hours worked including meal and rest periods.
- B. Bathroom Breaks
  1. Bathroom breaks shall not be unreasonably withheld.
  2. The Employer shall provide reasonable access to bathroom facilities.

#### **Section 10.12 - Two Employees/Same Assignment**

In the event that two (2) employees report for the same assignment, they will attempt to mutually agree on who will work. In the absence of mutual agreement, the employee regularly scheduled for that assignment shall work. In the event neither employee is regularly scheduled for that assignment, the most senior employee will choose whether or not to work. Should the most senior employee decide not to work, the employee with less seniority must work.



**Section 10.13 - System Status Management**

- A. The Employer is bound to response time commitments and reserves the right to amend the unit deployment and staffing plans, to insure financial and contractual obligations. In reviewing deployment and staffing plans, the Employer may consider recommendations from the Labor Management Committee(s). Should it become necessary for the Employer to make changes to existing deployment and staffing plans that would affect more than fifty percent (50%) of the staffing and/or deployment model, the Employer will notify the Union at least thirty (30) calendar days prior to making such changes. However, the decision to make such changes shall not be negotiable or grounds for a grievance. Upon receipt of the Employer's notification, the Union may request to meet with the Employer to discuss any identifiable impacts based on the Employer's changes prior to implementation of such changes. If the parties are unable to reach an agreement over the impact(s) of the changes to the employees within fourteen (14) days from receipt of the Employer's notification to the Union, the Employer shall have the right to implement these changes and resulting impact(s) of these changes upon the expiration of the fourteen (14) day period without further consultation with the Union.
- B. Prior notice shall not be required if changes are required to address acts outside the control of the Employer, but in no case, shall a change to address such acts be continued for more than thirty (30) days without the required notice.

## ARTICLE 11 – SENIORITY

### Section 11.01 - Seniority Defined

- A. 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. Company seniority shall be used for purposes of determining time off accruals, benefits, shift bidding (full-time employees only), filling vacant full-time positions, filling overtime shifts, and layoffs and recall. Company Seniority for employees who change job classifications, (e.g. EMT to Paramedic) shall remain unchanged for purposes of time-off accruals, shift bidding, filling vacant and/or overtime shifts, benefits and for layoff and recall.
- B. Seniority lists will be maintained by the Employer in accordance with this Agreement. All decisions that are subject to seniority application will be made based on the most recent seniority list which has been reviewed and approved by a Union representative.

### Section 11.02 - Seniority Lists

The Employer shall provide the Union with a seniority list of all regular full-time employees covered by this Agreement and all regular part-time employees covered by this Agreement. The list shall include each employee's most recent date of hire (i.e. Company seniority date), and any applicable job transition dates. Such seniority list shall be provided quarterly and prior to any shift bid.

### Section 11.03 - Seniority for Shift Bidding

Company seniority shall be applied in the following manner when conducting a shift bid (per Article 10, Section 10.03). The most current seniority list, which has been reviewed and approved by a Union representative, shall be referenced. Shift preference shall be given in seniority order to full-time employees

### Section 11.04 - Layoff and Recall

- A. Except as required by law, the Employer shall notify the Union and affected employees of an anticipated reduction in force as far in advance as possible, but not less than fourteen (14) calendar days prior to any reduction of force action. Layoffs shall be by inverse order of Company seniority, beginning with all probationary employees.
- B. As positions become available, qualified employees on layoff status shall have the right to be recalled up to six (6) months from the date of layoff. Employees recalled to employment shall be sent a certified letter announcing such recall. Recalled employees who fail to respond within fourteen (14) 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. At the conclusion of the fourteen (14) day notification period the Employer shall recall those employees who responded starting with the employee with the most Company seniority. After six (6) months, employees who have not received written notice of recall may notify the Employer of their continued interest in reemployment, and those employees shall maintain their seniority for up to twelve (12) months from their date of layoff. Employees recalled from layoff within six (6) months from the date of layoff, or up to twelve months

if the employee has notified the Employer of their continued interest in reemployment, shall be reinstated to a position in their former classification and shall have all benefits restored effective the first day of the month after the month in which they return to work.

- C. Qualified employees shall present to the Employer all current and valid licenses and/or certifications at least one (1) business day prior to their first scheduled shift upon return from recall. Employees who are without current valid licenses and/or certifications or who fail to provide them one (1) business day prior to the first schedule shift upon return from recall shall not be eligible for recall and shall lose all rights to recall.
- D. Employees who have been notified in writing by the Employer that they will be laid off may apply for an existing vacant position with the Employer provided that they meet all required qualifications. Such employees will receive preference in the hiring process over non-employees provided they have notified the employer in writing within seven (7) calendar days of receipt of layoff notification. Employees who accept such a position shall be paid the current rate of pay for the new classification and shall retain their same level and cost of benefits as applicable. Employees shall retain their position on the recall list until such recall rights have expired, resigned, or refused reinstatement for such classification.
- E. No new employee(s) shall be hired or transferred into a classification(s) until such time as all qualified laid off employees whose recall rights have not expired, resigned, or refused reinstatement for such classification(s) have been recalled.

**Section 11.05 - Return to the Union**

Employees who have been out of the bargaining unit for a period not to exceed twelve (12) months and who are granted a bargaining unit position by the Employer will retain seniority accrued prior to leaving the bargaining unit. Such employees who are returned to the bargaining unit by the Employer shall return to an opening and therefore not directly cause the layoff of a bargaining unit employee.

**Section 11.06 - Loss of Seniority**

Seniority shall be deemed broken under the following circumstances:

- A. Discharge or Termination
- B. Voluntary Resigns or Quits
- C. Failure to return from an approved leave
- D. An unauthorized leave of absence
- E. Failure to respond to a recall notice as provided for in this Agreement
- F. Continuous layoff for more than six (6), or twelve (12) months pursuant to Section 11.04(B)
- G. Occupation of a non-bargaining unit position for a period exceeding twelve (12) months.

## ARTICLE 12 – PAID TIME OFF (PTO) AND HOLIDAYS

### Section 12.01 - Paid Time Off (PTO)

All regular full-time employees covered by this Agreement who have completed their probationary period shall be eligible for Paid Time Off (PTO), which shall accrue from the date of hire without loss of pay in accordance with the schedule provided in Section 12.02 below. PTO may be used for personal time, vacation, or sick time as the employee wishes. PTO will run concurrently with other leaves as specified in this Agreement and/or applicable federal and state laws. PTO shall be paid at the employee's base straight time hourly rate of pay and shall not be counted as hours worked for the purposes of overtime calculations.

### Section 12.02 - Paid Time Off (PTO) Schedule

<u>Years of Service</u>		<u>8/40 Accrual Per Pay Period</u>	<u>Annual Accrual</u>
0 to 4.99	years	4.93 hours per pay period	128 hours
5 to 9.99	years	6.47 hours per pay period	168 hours
10+	years	8.00 hours per pay period	208 hours

<u>Years of Service</u>		<u>12/36 Accrual Per Pay Period</u>	<u>Annual Accrual</u>
0 to 4.99	years	4.44 hours per pay period	115.44 hours
5 to 9.99	years	5.82 hours per pay period	151.32 hours
10+	years	7.20 hours per pay period	187.20 hours

<u>Years of Service</u>		<u>13/39 Accrual Per Pay Period</u>	<u>Annual Accrual</u>
0 to 4.99	years	4.80 hours per pay period	124.80 hours
5 to 9.99	years	6.30 hours per pay period	163.80 hours
10+	years	7.80 hours per pay period	202.80 hours

Upon an employee's shift/unit change, any accrued but unused PTO will be converted to allow the equivalent time off based on the same number of shifts.

### Section 12.03 - PTO Use

An employee may utilize accrued PTO on a daily basis provided the employee notifies the Employer at least three (3) business days prior to the start of the employee's shift. Requests for PTO use in excess of one (1) day, but less than three (3) days must be submitted at least seven (7) business days in advance of the intended usage date(s). Requests for PTO in excess of three (3) days shall be submitted in accordance with Section 12.04 below. Requests for PTO use shall be approved to the extent local staffing requirements permit, as determined by the Employer, on a first come, first served basis. Multiple requests for the same day(s) off shall be approved in Company seniority order. Requests for PTO usage that are related to emergencies and other unexpected and unplanned events shall not be unreasonably denied by the Employer. Employees may request that PTO be cancelled with a minimum of fourteen (14) business days' notice, prior to the first scheduled date of use.

Employees who have an unscheduled absence from a scheduled shift for reasons furnished as personal or illness/injury shall automatically be paid for the shift out of their PTO bank up to the number of hours accrued.

Employees must have sufficient accrued PTO hours to cover their requested PTO day(s) at the time of usage. Employees who do not have sufficient hours available at the time of usage shall have their requested PTO day(s) reduced to match the number of accrued hours available or have their PTO day(s) canceled if there are no accrued hours available. Employees who have had their requested PTO day(s) reduced or canceled as a result of insufficient accrued PTO hours, and who continue to take the day(s) off, may be subject to corrective action. Accrued Paid Time Off (PTO) shall be taken in full day increments.

#### **Section 12.04 - Vacation Scheduling**

Vacation dates may be reserved for the upcoming 6-month period (January through June; July through December) on a seniority basis by submitting a vacation request through the Employer's designated process no later than thirty (30) days prior to the period. Requests received with less than thirty (30) days shall be approved on a first come first served basis. Vacations over two (2) weeks in length may be subject to operational requirements.

For the provisions defined in this Section, employees must have sufficient accrued PTO hours to cover their requested PTO day(s) at the time of usage. Employees who do not have sufficient hours available at the time of usage shall have their requested PTO day(s) reduced to match the number of accrued hours available or have their PTO day(s) canceled if there are no accrued hours available. Employees who have had their requested PTO day(s) reduced or canceled as a result of insufficient accrued PTO hours, and who continue to take the day(s) off, may be subject to corrective action. For the purposes of this Section, Accrued Paid Time Off (PTO) shall be taken in full week increments.

#### **Section 12.05 - PTO Carry Over**

The maximum accrual that an employee's PTO bank may reach at any time is the combination of the employee's current annual PTO accrual plus eighty (80) hours. Once the PTO bank reaches the maximum allowed, no further PTO will accrue until the employee's PTO bank falls back within the prescribed limits either through usage or cash out.

#### **Section 12.06 - PTO Pay at Termination**

Unused accrued PTO hours shall be cashed out upon termination of employment.

#### **Section 12.07 - PTO Pay in Lieu of Time Off (Cash Out)**

After completion of twelve (12) months of continuous service, full-time employees may, at their option, choose to receive pay in lieu of time off up to three (3) times per year. The employee shall be required to maintain a minimum of seventy-two (72) hours available in the PTO bank, for the purposes of cash out only. Requests for such payment need to be submitted thirty (30) days in advance. PTO cash outs will be paid at the employee's base straight time hourly rate of pay.

**Section 12.08 - Holidays**

The following days listed below shall be considered holidays for the purpose of holiday pay for employees who work on the holiday:

- A. New Year's Day
- B. Martin Luther King, Jr. (MLK) Day
- C. Memorial Day
- D. Independence Day
- E. Labor Day
- F. Thanksgiving Day
- G. Christmas Day

**Section 12.09 - Holiday Duration**

Holiday compensation will be paid for all hours worked on the holiday between 0000.00 and 2359.59 hours.

**Section 12.10 - Holiday Pay**

Employees who work on a designated paid holiday will receive a holiday premium of an additional one-half times (0.5x) the employees's base hourly rate of pay, or one-half times (0.5X) their prevailing wage rate of pay as applicable for hours worked. In no event will an employee be paid greater than one and one-half times (1.5x) the employees's base hourly rate of pay, or one and one-half times (1.5x) their prevailing wage rate of pay as applicable for hours worked on a holiday. There shall be no duplication, combining, and/or pyramiding of hours that are compensated at the holiday premium rate with any other premiums rates as defined in this Agreement. Holiday hours which are paid at a premium rate shall not count towards overtime.

**Section 12.11 - Eligibility for Holiday Compensation**

Employees must work their last scheduled day before a holiday, and their first scheduled working day following the holiday to be eligible for holiday pay unless the employee is approved to be off on these days. Employees who are scheduled to work on the holiday and fail to report shall not receive holiday pay.

## ARTICLE 13 – LEAVES OF ABSENCE

### Section 13.01 - Personal Leave (PLOA)

All full-time non-probationary employees may be eligible for a Personal Leave of Absence (PLOA), after successfully completing twelve (12) months continuous full-time employment. Requests must be submitted through the Employer's designated process and must state the reason for the leave request. The Employer will respond to the PLOA request within two (2) weeks. All PLOA's are granted at the sole discretion of the Employer. The minimum time for a PLOA shall be thirty (30) days, and the maximum allowable Personal Leave of Absence is ninety (90) days within a rolling twelve (12) month period.

If granted PLOA, the employee shall be required to use all accrued paid time off before the unpaid portion of the leave begins. Such a request is considered an excused absence from work without pay wherein the employee is responsible for the full insurance premium amount consistent with COBRA procedures. Employees returning from a Personal Leave of Absence cannot be guaranteed their formerly held position upon return from the leave. However, the Employer agrees it will make a good faith effort to return the employee to a comparable position. At no time shall a leave of absence be granted for the purpose of finding alternative work or working for any other employer, not to include volunteer work.

### Section 13.02 - Family Medical Leave Act (FMLA)

Eligible employees shall be entitled to request a leave of absence under the provisions of the Federal Family and Medical Leave Act of 1993 ("FMLA"), and in accordance with the Family Medical Leave of Absence policy as set forth in the Employer's Employee Handbook, which the Union specifically agrees shall apply to employees in the bargaining unit. Medical benefits for employees on Family Medical Leave will continue, provided the employee pays their portion of all related health insurance premiums during the leave. As a condition of FMLA leave all available PTO will be used as part of each leave of absence. 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. An employee who does not return on the first shift scheduled after a Family and Medical leave will be considered to have voluntarily resigned from employment. Additionally, if an employee on FMLA does not ~~to~~ return to work, the employee must reimburse the Employer for the employer portion of the insurance.

### Section 13.03 - 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.

#### **Section 13.04 - Worker's Compensation Leave**

The Employer agrees to promptly submit Workers' Compensation claims reported in a timely manner by employees covered under this Agreement. 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, subject to applicable state and federal law, and such leave shall not extend beyond their period of incapacitation for duty. An employee who fails to return at the expiration of the 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 a Worker's Compensation leave.

Whenever feasible the employer may offer a transitional duty position to an employee injured at work. Time worked in such position shall not exceed one hundred twenty (120) days and shall be paid at the base rate for that position. The Employer agrees that it will not assign employees to transitional duty at locations in excess of ten (10) miles one-way from the "V Street" office, unless otherwise agreed to by the employee.

Employees on a Workers' Compensation leave of absence will be allowed to return to their regular job classification and job assignment only upon successful passing of the Physical Abilities Test (PAT). Employees who have not completed their orientation period as a result of an industrial injury/illness must do so when they return to work.

#### **Section 13.05 - Jury Duty**

Full-time employees serving on jury duty on days they are normally scheduled to work will be paid their regular rate for their normally scheduled hours for up to seven (7) scheduled shifts within one (1) pay period. Employees will be granted additional time off, without pay, for any further time required to serve obligatory jury duty. The employee shall provide proof of attendance at jury duty in order to receive such benefit. Employees who are summoned for jury service shall give the Employer a minimum of five (5) days' notice that they have been summoned. If the employee is excused from his/her jury duty obligation and more than four (4) hours remain in the employee's normally scheduled workday, the employee shall return to work. Employees who work other than twenty-four (24) hour shifts shall have at least eight (8) hours off between the completion of their jury duty obligation and their next scheduled shift.

#### **Section 13.06 - Subpoenas/Witness Service**

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition in same, shall be granted time off without loss of pay or benefits if required to appear by a governmental agency and the incident giving rise to subpoena is work related. The employee must submit documentation representing time spent in compliance of said subpoena to their Operations Manager upon their return to work in order to receive payment for such time.



If the employee is excused from his/her obligation and more than four (4) hours remain in the employee's normally scheduled workday, the employee shall return to work. The Employer shall notify the employee within twenty-four (24) hours of the receipt of a subpoena at the Employer's operation.

Employees who work other than twenty-four (24) hour shifts shall have at least eight (8) hours off between the completion of their subpoena obligation and their next scheduled shift.

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

Any employee subpoenaed to appear in a legal proceeding not related to work shall be entitled to be released from work without pay upon submission of proof of subpoena.

#### **Section 13.07 - 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 the employee's 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 their 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. Such methodology shall be communicated by the Employer to the employee in advance of the leave and periodically during the leave. If the employee does not make the premium payments, the Company will have no alternative other than to discontinue coverage. Employees shall not accrue PTO during the period of leave and are not paid holiday pay while on leave.

If benefits are discontinued, employees will be offered continuation of benefits as provided for in the Internal Revenue Code Section 162(k), Consolidated 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 payments may be suspended for up to one year during a leave of absence if written notice is provided to the Benefits Service Team.

#### **Section 13.08 – Bereavement Leave**

In the event of a death in an employee's immediate family, the Employer will grant paid time off of up to three (3) consecutive calendar days for bereavement, funeral arrangements, and/or to attend the funeral. Immediate family is defined as a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, and any corresponding "in-law" or "step" relation. For out-of-state funerals, or funerals of other relatives, friends, or other circumstances not previously addressed, employees may request accrued PTO.

At the employee's request, the employee shall be permitted to take and complete the actual leave of absence anytime within two (2) weeks following the death. In addition, any employee who is notified of a death in the immediate family while on duty will be relieved, upon notification of the supervisor, for the remainder of his/her shift with pay. All bereavement leave pay will be paid at the employee's straight time hourly rate.

## ARTICLE 14 – BENEFITS

### Section 14.01 - Insurance Benefits

The Employer agrees to make available to all regular full-time employees covered by this Agreement a sponsored benefit plan that will include Medical, Dental, and Vision insurance; Long Term Disability Insurance; Group Term Life and Accidental Death and Dismemberment (“AD&D”) insurance; Group Supplemental Life and AD&D insurance, and Flexible Spending or Healthcare Savings Accounts for healthcare and dependent care costs. Full-time employees become eligible to participate in the benefit plans on the first day of the month following sixty (60) consecutive calendar days of employment.

The Employer reserves the right to offer equivalent plan(s) under an alternate insurance carrier(s) or provider. The Employer will provide the Union with thirty (30) days advance notice of any change in carrier(s), coverage, and/or providers and an opportunity to bargain over the change.

Any and all disputes arising over payment of services provided pursuant to the plans offered shall not be subject to the grievance and arbitration process but shall be settled pursuant to the provisions of the Benefit Plan documents.

### Section 14.02 - Health Insurance

- A. For the term of the Agreement the Employer shall provide health insurance coverage (including prescription drug coverage) through the Company’s health exchange offering. For 2018, the Employer shall maintain all 2018 health, prescription, dental, and vision plans at current deductibles, cost-shares, and maximum costs as well as continuing current plan designs and insurance carriers.
- B. Effective January 1, 2019, through the term of this Agreement, the Employer shall provide health insurance coverage. Additionally, the Employer shall pay seventy-five percent (75%) of the medical insurance premiums. The employee shall pay the remaining monthly premium through pre-tax payroll deductions. At no time shall an employee pay less than ten percent (10%) of the monthly medical insurance premiums.

### Section 14.03 - Dental Insurance

- A. For the term of the Agreement the Employer shall provide dental insurance coverage options through Company’s health exchange offering. The Employer shall continue current 2018 dental coverage options and cost-shares throughout calendar year 2018.
- B. Effective January 1, 2019 through the term of this Agreement, the Employer shall pay fifty percent (50%) of the monthly premium for the base PPO dental plan. The Employer will pay no more than this amount for the dental buy-up plan. The employee shall pay fifty percent (50%) of the remaining monthly premium through pre-tax payroll deductions.
- C. If the employee elects the buy-up dental plan, he/she shall pay the remaining monthly premium through pre-tax payroll deductions.

**Section 14.04 - Optical Insurance**

- A. For the term of the Agreement the Employer shall provide vision insurance coverage options through Company's health exchange offering. Current 2018 plan options and cost sharing shall be preserved through calendar year 2018.
- B. Effective January 1, 2019, the Employer shall pay fifty percent (50%) of the monthly premium for the base vision plan. The employee shall pay fifty (50%) percent of the monthly premium through pre-tax payroll deductions.
- C. If the employee elects the buy-up vision plan, he/she shall pay the remaining monthly premium through pre-tax payroll deductions.

**Section 14.05 - Long Term Disability Insurance**

- A. The Employer shall provide a long-term disability plan that includes a one hundred and eighty (180) day elimination period and replaces sixty percent (60 percent) of an Employee's base salary, excluding overtime, bonuses and commissions.
- B. The Employer shall pay one hundred percent (100%) of the long-term disability premiums for eligible full-time employees.

**Section 14.06 - Group Term Life and Supplemental Life**

- A. Basic life insurance equal to two hundred percent (200%) of base salary, excluding overtime, bonuses and commissions. The Employer agrees to pay one hundred percent (100%) of the premiums for basic life insurance for eligible full-time employees.
- B. 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.

**Section 14.07 - Accidental Death and Dismemberment Insurance (AD&D)**

- A. Basic AD&D insurance equal to two hundred percent (200%) of base salary, excluding overtime, 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.
- B. 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.

**Section 14.08 - Employee Assistance Program ("EAP")**

An EAP will be made available to all full-time and part-time employees. The Employer reserves the right, in addition to any corrective action with reasonable cause, to refer an employee to the EAP for assessment and treatment.

**Section 14.09 - Flexible Spending Accounts**

- A. The Employer shall allow employees to defer up to the legal limit 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.
  
- B. The Employer shall allow employees to defer up to the legal limit 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 14.10 - 401(k) Plan**

Employees who have been employed for six (6) months, and who work at least one thousand (1000) hours per year may contribute up to maximum allowed by law of their gross annual wages into the plan.

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 for the payroll period that do not exceed six percent (6%) of the employee's wages for the payroll period. The maximum Employer matching shall be three percent (3%).

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

## **ARTICLE 15 – COMPENSATION**

### **Section 15.01 – Wage Definitions**

Any references to wages in this Agreement shall be defined as follows:

- A. Prevailing Wage Rate = The rate paid to employees engaged in the performance of federal contracts that require “prevailing wages,” or a wage determination rate.
- B. Base Rate = the rate paid to employees in the performance of duties not requiring a “prevailing wage” and/or a wage determination rate.

### **Section 15.02 – Wage Increases**

All bargaining unit employees shall receive annual wage increases as follows:

- A. Effective no later than the second full pay period following the ratification signed execution of this Agreement by the Union, all eligible employees covered by this Agreement shall receive a five percent (5.00%) increase to their base straight time hourly rate. Additionally, all eligible employees covered by this Agreement shall receive a two and one-half percent (2.50%) increase to the prevailing wage rate.
- B. Effective the first full pay period following August 1, 2019, all eligible employees covered by this Agreement shall receive a two and one quarter percent (2.25%) increase to their base straight time hourly rate. Additionally, all eligible employees covered by this Agreement shall receive the greater of a one percent (1.00%) increase to the prevailing wage rate, or the increase in the prevailing wage rate as determined by the Department of Labor (DOL), but not both.
- C. Effective the first full pay period following August 1, 2020, all eligible employees covered by this Agreement shall receive a two percent (2.00%) increase to their base straight time hourly rate. Additionally, all eligible employees covered by this Agreement shall receive the greater of a one and one-half percent (1.50%) increase to the prevailing wage rate, or the increase in the prevailing wage rate as determined by the Department of Labor (DOL), but not both.

### **Section 15.03 – Statutory Wage Requirements**

If any local, state, or federal law requires the Employer to pay more than the base wage for an employee(s) and/or employee classification covered under the Collective Bargaining Agreement, the Employer shall automatically make such wage adjustment to meet the statutory requirements without the need to meet, confer, or give prior notice to the Union. However, if the affected employee(s) and/or employee classification has any contractual rate increase during the same year, said contractual increase shall be offset and reduced by the amount equal to that of the statutory increase.

**Section 15.04 – Prior Experience**

The Employer may consider an employee's previous years of experience in their classification when determining the appropriate starting pay grade.

**Section 15.05 – Changing of Classification from EMT to Paramedic**

If the employee's wage in their current classification is lower than the starting rate of pay in the new classification at the time of classification change, the employee will be placed at the starting rate of pay in the new classification. If the employee's wage in their current classification is higher than the starting rate of pay for their new classification, the employee will maintain their existing base hourly rate of pay and receive a onetime three percent (3.00%) lump sum bonus.

**Section 15.06 – FTO Wages**

FTO's will receive an additional one dollar (\$1.00) an hour to their applicable rate of pay when they have a trainee assigned.

**Section 15.07 – Non-Unit Hours**

Employees assigned to non-unit hours will be paid at their base rate for the scheduled shift.

**Section 15.08 – Scheduled Shifts**

Employees who are scheduled to work 911 shifts, but who are switched to work assignment that does not require a prevailing wage rate for any portion or all of the shift, will be paid for those hours at their base rate.

**Section 15.09 – Injured on Duty Pay**

Employees who are injured on the job shall be paid for completion of that workday's regularly scheduled shift at the rate of pay the employee would have received had he/she completed that shift.

**Section 15.10 – No Guarantee of Hours Worked**

Actual pay will vary depending upon the hours actually worked, paid time off, and holidays actually worked during the work year.

## ARTICLE 16 – UNIFORMS

### Section 16.01 - Uniform Components

- A. The Employer shall provide, at no cost to employees, properly sized uniforms in male and female sizes, and as described below. No unauthorized buttons, patches, or pins may be worn on the uniform. However, employees may wear one (1) pin back style Union pin, no larger than half an inch (.50in) in diameter, centered on the right pocket flap above the button. Union pins may only be worn on the Class B (button down) Shirt.
- B. On the effective date of this Agreement, the Employer shall provide uniforms to newly hired employees as detailed under this Article. All current employees who lack the proper complement of uniform pieces defined in Section 16.03 shall have the remainder provided within sixty (60) calendar days of notification by an employee(s).

### Section 16.02 - Replacement of Worn Uniform Components

The Employer shall replace employee uniform components on a one (1) for one (1) basis periodically for damage incurred while on duty for normal wear and tear based on the Employer's determination. Uniform components will be replaced at any point if damaged beyond repair or permanently soiled in the performance of the employees' duties. Any uniform component supplied by the Employer under this Agreement, which is worn/and or damaged beyond repair through the normal course of business, shall be replaced at no cost to the employee upon return of the worn or damaged item to the Employer within thirty (30) days from the employee's return of the worn/damaged item. The employee shall be responsible for the cost of repair/replacement for any damage due to negligence.

### Section 16.03 - Uniforms Provided

The following uniform components will be provided:

- A. Full-time field employees shall be provided with four (4) sets of Class B uniforms.
- B. Part-time employees shall be provided with two (2) sets of Class B uniforms.
- C. All field employees shall be provided with the following additional uniform components:
  - 1. One (1) Hi-vis waterproof bomber jacket;
  - 2. Hat (baseball cap or beanie);
  - 3. County, state, or District of Columbia patches as required;
- D. Employees may purchase through the Employer, a ¼-zip job shirt fitted with shoulder patches and back patch.
- E. Employees may purchase, through the Employer, an Employer approved polo shirt which may be worn as an optional uniform. However, both crew members shall wear the same type/style of uniform during the shift. Crew members must have a standard (class B) uniform shirt available in case the other crew member does not have a polo shirt to wear.

### Section 16.04 - Uniform Maintenance Allowance

The Employer agrees to provide a cleaning/laundry allowance of six dollars and seventy cents (\$6.70) per pay period for full-time employees and one dollar and sixty-eight cents (\$1.68) per pay period for part-time employees to ensure that uniforms consistently present a positive, professional image.



**Section 16.05 - Biohazard Contaminated Uniform**

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

**Section 16.06 - Return of Uniforms**

It is agreed that all uniforms or equipment provided by the Employer must be returned by the employee upon termination or at the request of the Employer.

AMR \_\_\_\_\_

AFSCME  \_\_\_\_\_

## ARTICLE 17 – NO STRIKE/ NO LOCKOUT

### Section 17.01 – Strikes and Work Actions

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, nor will they honor the picket line of any other bargaining unit not covered by this Agreement while on duty or in uniform. 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.

### Section 17.02 – Violation of Article

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 conduct prohibited by this Article.

### Section 17.03 – 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:

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

### Section 17.04 – Lockouts

The Employer will not lock out any employees during the term of this agreement.

## **ARTICLE 18 – NONDISCRIMINATION/HARASSMENT**

### **Section 18.01 - Gender Intent**

Whenever words denoting a specific gender are used in this Agreement they are intended and shall be construed to mean any gender with which a worker identifies.

### **Section 18.02 - Nondiscrimination**

The Employer and the Union agree that neither party shall discriminate, harass, or retaliate against any person because of race, color, sex, religion, age, disability, national origin, citizenship, veteran status, sexual orientation, or any other status protected by federal, state, local, or District of Columbia law.

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

### **Section 18.03 - Arbitration/Litigation Waiver**

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.

### **Section 18.04 - 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 to the fullest. Complaints alleging harassment may be made orally or in writing. Employees who violate this Article shall be subject to corrective action, up to and including termination.

## **ARTICLE 19 – COMMITTEES**

### **Section 19.01 - Labor/Management Committee (LMC)/ Safety Committee**

The Employer and the Union shall establish a Labor/Management Committee (LMC)/ Safety Committee comprised of three (3) Union and three (3) Company representatives. The function of the LMC shall be to develop solutions to identifiable operational concerns and other work-related issues that include health and safety related items. The committee shall meet no more often than quarterly unless the parties jointly agree on the need for meeting more frequently. The committee shall not have the power to change the provisions of this Agreement, to negotiate new agreements, or resolve grievances. Additionally, any recommendations from the labor management committee shall be advisory only. Bargaining unit employees who serve on the committee shall suffer no loss of pay for attendance at LMC meetings held during their shift. Union committee members who are attending while off-duty will be paid a minimum of one (1) hour, and up to a maximum of three (3) hours at their base hourly rate for participation on the LMC. Such pay shall not be considered as work time for the purpose over time calculations.

**ARTICLE 20 - TRANSFER OF EMPLOYER TITLE OR INTEREST**

The Employer shall provide the Union with as much advance notice as possible of the cessation of operations or transfer of same to a successor organization.

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**ARTICLE 21 – CRITICAL INCIDENT STRESS DEBRIEFING**

The Employer will provide Critical Incident Stress management in conjunction with its EAP program.

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## **ARTICLE 22 – SUBSTANCE FREE WORKPLACE AND TESTING**

The Union and the Employer are committed to maintaining an alcohol and drug free workplace for the safety of employees, patients and the public. Alcohol and drug use may adversely affect the quality of care provided to patients, pose safety and health risks to the user and others, have a negative impact on work efficiency and result in danger to persons or loss of equipment and property.

In order to provide the highest quality of patient care, and a safe, healthful and efficient work environment, the Employer requires its employees to report for work able to perform their jobs. All employees will abide by the AMR Substance Abuse Prevention Policy as made part of this Agreement by reference.

In the event a public or private entity requires that a random drug testing policy be implemented as a contractual obligation between the customer and the Employer, the Employer agrees it shall provide verification to the Union from the agency or customer requiring such testing. Furthermore, the Employer agrees it shall meet and negotiate with the Union over the implementation, testing process, impact, and specific requirements of the program ninety (90) days prior to the implementation of such program.

## **ARTICLE 23 – MISCELLANEOUS**

### **Section 23.01 - Outside Employment**

The Employer shall be considered by all full-time employees covered by this Agreement as their employer of first choice. Work requirements, including scheduled and non-scheduled overtime, will have precedence over any outside employment for full-time employees. No full-time employee shall be allowed to work for another public or private provider of primary emergency and/or non-emergency medical transportation services who is a direct competitor of the Company without prior written approval from the Employer. The Employer reserves the right to revoke prior approval of any full-time employee's outside employment if the Employer subsequently determines that such employment places the employee in an actual conflict of interest. Employees who are unable to maintain a high standard of work performance or are unable to report to duty as required by the Employer as a result of outside employment are subject to appropriate corrective action, up to and including termination.

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

### **Section 23.02 - Replacement of Personal Items**

There shall be no replacement of personal items damaged in the performance of the employee's duties, except at the sole discretion of the Employer, but in no event, shall the Employer pay over fifty dollars (\$50.00) for any replacement.

The only exception to this shall be for prescription eyeglasses which are damaged as a result of direct patient care. Upon presentation of verification of damage and receipt for replacement, the Employer shall reimburse the employee up to three hundred and fifty dollars (\$350) for the replacement of the same lenses and/or frame or repair to same.

### **Section 23.03 - Fitness for Duty**

- A. The Employer may subject employees to job related fitness for duty medical examinations and/or physical ability tests to ensure employees can safely perform the essential functions of their job classifications as specified in established Company job descriptions. The Employer shall be solely responsible for the cost of fitness for duty medical examinations and/or physical ability tests.
- B. The Employer may subject employees returning from any leave of absence to a job related physical ability test as specified herein. Employees returning from such leaves lasting more than thirty (30) days will be allowed to return to their regular job classifications and job assignments only upon the presentation of an unrestricted work release form and successfully passing the physical ability test. The Employer reserves the right to require employees returning from such leaves lasting less than thirty (30) days to successfully pass the physical ability test.



- C. The Employer may subject employees to fitness for duty medical examinations when there are objectively identifiable reasons to believe that an employee may not be capable of performing the essential functions of their job classification. Should the Employer require an employee to complete a fitness for duty medical examination and/or physical abilities test off-duty 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 fitness for duty medical examination and/or physical abilities test is conducted at a location other than that of the Employer, the employee shall be reimbursed for mileage measured from the operations center to the location of the fitness for duty examination and/or physical abilities test.
- D. Personnel conducting fitness for duty medical examinations on behalf of the Employer pursuant to this section shall be appropriately qualified to conduct the medical examination. Employees shall not be required to authorize a greater release of information to the Employer other than whether the employee is fit or unfit for duty and, if unfit, only identify the employee's functional limitations to performing the essential functions of their job classifications.
- E. Employees who are found to be fit to perform the essential functions of their job classifications shall be allowed to continue working their regular positions and assignments.
- F. If an employee fails a fitness for duty medical examination, and/or a physical ability test, the employee will be placed on leave of absence for a maximum of sixty (60) days without pay or until the employee successfully passes the examination, and/or physical ability test as applicable, whichever occurs first. Employees may utilize any accrued PTO during such a leave of absence. Employees who remain unable to pass a fitness for duty medical examination, and/or a physical ability test after the extended leave may be separated from employment, subject to the requirements of applicable leave and disability laws.

#### **Section 23.04 – Change of Employee Information**

All employees shall be required to access the Employer portal to update changes in address, telephone number or name on the appropriate form as soon as possible. Color copies of all up-to-date certifications must be sent to the Operations Supervisor prior to expiration of current certifications.

#### **Section 23.05 – Employee Personnel Files**

- A. The employee and the employee's authorized Union representative shall have access during normal business hours to the employee's personnel files in accordance with legal requirements. Employees or Union representatives must request access by notifying the Human Resources Manager or his/her designee via email. The Human Resources Manager or his/her designee will have up to three business days from the receipt of the request to make the file available for viewing. The Employer will release information from the employee's file to a third party only upon presentation of a valid subpoena or valid release signed by the employee. The employee may request, and shall receive, a copy of any document pertaining to corrective action and/or performance evaluation. Employees will

be given an opportunity to sign each disciplinary letter prior to the document being placed in their file. Should the employee refuse to sign such document, the document may be placed in their file with an appropriate notation from the Company.

- B. The Employer shall provide an opportunity for the employee to respond in writing to any information about which he/she disagrees. Such response shall be retained in the personnel file for as long as the underlying document is retained in the file. The employee shall be responsible for providing the written responses.
- C. The Union and the employee hereby indemnify and hold the Employer harmless against all claims, demands, actions, or other liabilities that may be made against or incurred by it arising from or by reason of action or inaction by the Employer, the Union, or any employee solely for the purpose of complying with any provisions of this Article.

### **Section 23.06 – Tobacco Usage**

Smoking or the use of any tobacco product including synthetic tobacco and electronic cigarettes in Employer stations shall be prohibited.

Smoking or the use of any tobacco product including synthetic tobacco and electronic cigarettes is prohibited in the following situations, except in specifically designated areas.

- A. During any phase of any call.
- B. While engaged in any drill and/or training.
- C. While dealing with the public.
- D. Inside Employer facilities or stations.

Smoking or the use of any tobacco product including synthetic tobacco and electronic cigarettes is prohibited in any Employer owned or operated vehicle.

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

### **Section 23.07 - Incident Reports**

Employees shall submit Company incident reports prior to the conclusion of their shifts. Off duty employees shall submit incident reports no later than twenty-four (24) hours following direct notification to the employee of the need for the report. In unusual circumstances, as determined by the Employer, the Employer may require submission of an incident report earlier than twenty-four (24) hours. All time spent preparing incident reports outside the employee's scheduled work hours shall be paid as time worked at the employee's regular hourly rate.

### **Section 23.08- Monitoring and other Security Devices**

- A. Due to the nature of the services the Employer provides the Employer reserves the right, and in some cases, may be required by its permit or licensure, to utilize various means of surveillance and monitoring equipment. Such equipment may consist of, but is not limited to, telephone line audio recording, computerized telephone usage monitoring devices, radio traffic audio recording, vehicle location tracking systems, building access code systems,

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computer system access codes, telephone access codes, mobile data terminal (MDT), Auto Vehicle Locator (AVL), computer system monitoring devices, security door alarm codes, fixed security cameras (in locations that may include, but are not limited to, parking areas, apparatus floor, supply/storage areas, and narcotics storage areas; such locations shall not include bathrooms, sleep quarters, living areas), vehicle multi-directional video and audio recording devices, and/or restricted access lock systems.

- B. The Parties agree that, except as limited by this Agreement or applicable law, the Employer shall have the right to install and utilize vehicle monitoring system units in the Employer's ambulances that include multi-directional video and audio recording devices.
- C. The Employer agrees it will not access the video/audio functionality of the crew cab camera for "real-time" surveillance of the employees.
- D. The Union understands and acknowledges that when activated by an event, the recorder captures a digital and/or audio clip surrounding the event, and that events may be triggered by g-force (including but not limited to impacts, sudden swerves, rapid acceleration or sudden deceleration), manual activations ("emergency" button), and/or rear door opening activations.
- E. The Union agrees that the Employer may use information captured on digital and/or audio clips as a result of a vehicle monitoring system triggering event as follows: The Employer may use video and audio recordings starting up to one (1) minute prior to the event and ending up to thirty (30) minutes after the event for the purposes of investigation and documentation. Additionally, the Union agrees that the Employer may use any information captured on digital and/or audio clips as part of its investigation for any complaint or witnessed event. The affected employee(s) and appropriate Union representative(s) will be afforded an opportunity to view the pertinent images and videos and/or listen to the pertinent audio recordings. Employees have the right to Union representation during investigations in accordance with labor law and the CBA.
- F. When applicable, the Employer agrees to meet with the employee(s) involved in vehicle monitoring system events to assist in determining the cause of the activation(s). The Union acknowledges and agrees that vehicle monitoring system footage and/or data may be used to counsel, train, educate, and when necessary, issue corrective action to employees for the avoidance of future similar vehicle and/or patient care related issues.
- G. The Union understands and acknowledges that although the primary purpose of the vehicle monitoring system unit is to ensure proper patient care, safe driving practices, and to defend potential litigation, it is understood that system footage and/or data may be used as documentation of driving and/or patient care related issues. Any investigation of a driving violation and/or patient care related issue will be conducted in accordance with the terms and conditions of the CBA.
- H. The Employer agrees that vehicle monitoring system footage and/or data, unless supportive of cause, shall not be used for corrective action(s).

- I. The following is a general description of how vehicle monitoring system events may be classified. The assessment criterion includes, but is not limited to, these categories related to vehicle operation and/or patient care:
- i. No risk: Triggered events where no risky behavior was present. This often is due to an event falsely triggered by high force, i.e. due to a pothole or speed bump.
  - ii. Collision: drive cams will notify the Employer if a collision has occurred.
  - iii. At Risk Driving: This includes non-collision events that possibly demonstrate aggressive and/or poor driving skills, such as speeding, distracted driving and traffic violations that occur in non-emergency mode.
  - iv. Manual Trigger: Events through which the 'emergency' button is pushed by the employee, or the opening of the rear doors, which manually capture an incident.
  - v. Positive Recognition Event: Events identified through event review or by recommendation, such as 'above average' driving skills (avoiding collision).
- J. AMR shall operate vehicle monitoring systems in a manner consistent with all applicable local, state and federal laws.

## ARTICLE 24 - CONTRACT UNDERSTANDING

### Section 24.01 – Severability

The Parties agree that if any provision(s) of this Agreement becomes unlawful or invalid by virtue of 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 into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

### Section 24.02 – Amendments

Except as provided in Section 1, any changes to this Agreement shall be in writing and executed by the parties.

### Section 24.03 – Bargaining Waiver and Zipper Clause

This Agreement constitutes the entire agreement between the parties with respect to wages, benefits, and terms and conditions of employment for bargaining unit employees. This Agreement supersedes any and all agreements, commitments, and practices, oral or written, expressed or implied, regarding such matters and no verbal statement shall supersede any of the provisions of this Agreement. Any amendments supplemental hereto shall not be binding upon either party unless executed in writing by the parties.

The parties further acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, either covered or not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement. Waiver of any specific breach of this Agreement by either party shall not constitute a waiver of any other different and specific future breach of this Agreement.

With respect to the negotiations leading to the execution of this Agreement, the fact that a proposal was made and withdrawn during the course of 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.

**ARTICLE 25 – SUBCONTRACTING**

Employer agrees that it will not subcontract work exclusively for the purpose of displacing bargaining unit employees.

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## ARTICLE 26 – ADMINISTRATIVE LEAVE

### Section 26.01 – Conditions of Administrative Leave

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

- A. Any circumstance when an employee is relieved of duty pending an investigation of an alleged violation by the Employer that could lead to corrective action of a suspension or greater.
- B. Any time an employee's clinical privileges are suspended during the course of an investigation or other administrative process of inquiry by an external agency or authority.
- C. Following an arrest for alleged serious criminal misconduct which includes, but not limited to:
  - 1) Any felony
  - 2) Any crime involving moral turpitude or intentional dishonesty for personal gain, including fraud, theft, etc.
  - 3) Any crime related to the use, possession, sale or transportation of controlled substances, including any crime related to the operation of a motor vehicle while under the influence of a controlled substance or alcohol.
  - 4) Any crime involving use of force, violence, threat or intimidation.
  - 5) Sex related crimes.

All employees have an obligation to cooperate in workplace investigations and to remain available for an administrative interview, with one (1) business days' notice, while on administrative leave. The Employer shall inform the employee in writing of the general reason for the administrative leave.

Employees may be placed on unpaid administrative leave for a maximum of thirty (30) calendar days pursuant to Section 26.01(a) above. 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 an unpaid administrative leave pursuant to Section 26.01 (b) and/or (c) above shall remain on the leave for a maximum of ninety (90) calendar days. After ninety (90) calendar days the employee shall be separated from employment.

At the conclusion of the administrative leave defined in subsection (A), above, 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 accrued paid leave and/or pay while the employee was on the unpaid administrative leave. If corrective action is initiated as a result of an investigation that leads to a suspension or other lost wages (excluding terminations), the employee shall be reimbursed for all lost pay and/or accrued paid leave hours used, minus the financial penalties listed in the corrective action. Employees may grieve the corrective action as provided in this Agreement, including the loss of accrued paid leave hours and/or pay while on administrative leave.

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In situations where an employee is placed on administrative leave pursuant to subsection (B) and/or (C) as above and subsequently reinstated, the employee shall not under any circumstances receive any form of compensation for any wages or benefits that were lost, or any accrued paid leave that was used, while on administrative leave.



## **ARTICLE 27- MANAGEMENT RIGHTS**

### **Section 27.01 – Limitations**

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 authority, rights and functions of management and to manage its business generally. To the extent such function of management is not expressly limited by the terms of this Agreement, such function may be exercised unilaterally by Employer without prior notification to or consultation with the Union.

### **Section 27.02 – Rights and Powers**

The Parties understand and agree that Employer reserves to itself, for its exclusive direction and judgment, all management rights, powers, prerogatives and responsibilities, including but not limited to: the direction of the working forces; the planning and control of operations; the introduction of new or improved equipment, facilities or methods of operation; the right to relieve employees from duty because of lack of available work or for other legitimate reasons; the right to extend, limit, curtail or close its operations; the right to determine and appraise qualifications of experience, health or fitness for any job covered herein; the right to select, require and administer proficiency examinations; 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 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, control and performance; the right to establish, maintain and issue appropriate discipline for failure to comply with workplace rules, policies and practices; the right to require employees to perform any work of the Employer; the right to establish and assign job duties and the performance of work; the right to establish, eliminate or combine job classifications; and the right to hire, suspend, lay-off, transfer, discipline, promote and discharge employees. 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.

### **Section 27.03 - Employer Business**

The Parties understand and agree that Employer shall retain the right in its sole discretion to determine the number of employees 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 position and to decide, among available qualified employees, which employee(s) shall be promoted to a higher classification.

**Section 27.04 – Managers and Supervisors**

The Parties understand and agree that Employer shall have the sole authority and discretion to select and direct all managers and supervisors, and those managers and supervisors may perform bargaining work as required by the needs of the business in Employer's sole discretion.

**Section 27.05 – Employer Policies**

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 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.

**Section 27.06 – Notice of Effects bargaining**

During the term of this Agreement, the Employer shall notify the Union of any proposed additions, deletions, or modifications to existing operational guidelines, other policies, procedures, work rules, and matters within the scope of representation. The Employer shall provide the Union with copies of such proposals at least thirty (30) calendar days prior to implementation. The Union shall have the right to meet and confer with the Employer for up to thirty (30) calendar days from the receipt of the proposed changes over identifiable impacts on matters within the scope of representation as provided for by the National Labor Relations Act. If, after meeting with the Union a mutual agreement cannot be reached, the Employer shall implement the change(s) sought. Employees shall be provided with copies of all modified operational guidelines, and other policies, procedures and work rules at least fifteen (15) days prior to implementation.

## ARTICLE 28 – ATTENDANCE AND PUNCTUALITY

In an effort to improve attendance and help keep daily staffing levels to 100%, which benefits our patients as well as our coworkers, the company must be able to rely upon employees to report to work as scheduled. Every absence or incident of tardiness is undesirable, although we understand some occurrences are unavoidable or understandable. This procedure has been established to enable Management and the field to maintain our level of excellence and consistent staffing for all field assignments.

AMR team members must report to work punctually as scheduled and work all scheduled hours/shifts and any required overtime. Excessive tardiness and/or poor attendance disrupts the workflow, increases the workload of fellow employees, and may affect employee morale and the quality of customer service. Good attendance and punctuality are fundamental responsibilities of each AMR team member.

Occurrences of tardiness and absenteeism are tracked on a continual ninety (90) calendar day basis. These occurrences are recorded from electronic time reports and cross-referenced with daily time sheets.

Only approved leaves of absence, approved pre-scheduled Paid Time Off (PTO), or approved shift trade/giveaways are exempt from this operating guideline.

### Definitions

- A. Tardy: Any time in which an employee fails to begin their scheduled shift within 1 minute (00:00:59) of their scheduled shift time.
- B. Unscheduled Absence: Any time an employee fails to provide supervision with advance notice as defined in subsection (e) or fails to complete any scheduled shift.
- C. Approved Scheduled Absence: Anytime an employee has been pre-approved to have a scheduled absence by either the scheduler or supervision.
- D. No-Call/No-show: A no-call/no-show is when an employee fails to report for their scheduled shift or notify supervision of their absence after two (2) hours of their scheduled start time and is considered a serious violation of this attendance and punctuality policy.
- E. Advance Notice: For the purpose of this policy advance notice will be considered a period of three (3) hours prior to the start of the employees scheduled shift when the employee is required to call and report their inability to report for their scheduled shift.
- F. Attendance Period: Any continual ninety (90) calendar day period of time.
- G. Attendance Occurrence: Any tardy\*, unscheduled absence, or any type of unscheduled, incomplete, partial shift (unless previously approved by management), or failing to clock in/out without an acceptable exemption entry approved by supervision.

Excessive absences and/or tardiness may result in corrective action up to and including termination. Corrective action for excessive tardiness/absenteeism is outlined as follows:

1. Any employee who has more than three (3) attendance occurrences, as defined in Section G above, within any continual ninety (90) day period shall be issued the appropriate level of corrective action, based on any existing corrective action in the

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employee's file. Any additional occurrences and/or violations of this may result in the employee receiving additional corrective action up to and including termination.

2. \*Two occurrences of tardiness as defined above shall count as one (1) attendance occurrence.
3. Any two (2) no-call/no-show days in any twelve (12) month rolling period will result in termination. The first (1<sup>st</sup>) no-call/ no show shift in any twelve (12) month rolling period may result in a written warning. However, if the employee already has any corrective action in his/her file of a written warning or greater, regardless of the reason the corrective action was issued, the employee will be issued the appropriate level of corrective action. A second (2<sup>nd</sup>) no-call/ no-show shift in any twelve (12) month rolling period will result in termination. Exceptions to this policy may be considered in extenuating circumstances or serious injury or illness.

Absences for two (2) or more consecutive shifts in the same shift segment (a segment shall be defined as a series of scheduled shifts with scheduled days off at the end of the segment) due to a specific illness or injury shall count as one (1) occurrence.

Employees that call off for three (3) or more consecutive shifts may be required to present a physician's release and/or pass a PAT exam prior to being allowed to return to work.

Employees will be permitted to clock in no more than seven (00:06:59) minutes early for their scheduled shift to begin daily checkout and cleaning of their units.

## **ARTICLE 29 – DISASTERS**

### **Section 29.01 - National Disasters**

Bargaining unit employees who volunteer for deployment to national disasters as part of the Employer's Emergency Response Team (ERT) 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.

### **Section 29.02 - 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 of God outside the Employer's control that reasonably require all available employees to report for work, 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. However, the Employer shall honor all prescheduled time off for employees who purchased non-refundable tickets for use during their prescheduled time off or have made other non-recoverable economic commitments for use during their prescheduled time off. If the employee cannot be allowed the prescheduled time off, the employer agrees to reimburse an employee for fees associated with the cancellation of pre-paid arrangements, provided the employee can show verification and documentation that the employee did incur a non-recoverable loss when the employee did diligently attempt to recover or delay plans at no loss to the employee. 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.

### **Section 29.03 – Ambulance Mobilization Teams**

Should the Employer establish Ambulance Mobilization Teams or Medical Task Forces (hereinafter collectively "Mobilization Teams") in accordance with state or local guidelines or requirements, bargaining unit employees who participate on such Mobilization Teams shall receive the wages specified in this Agreement and shall be covered by all other terms and conditions of this Agreement while participating in all Mobilization Team activities, unless the Employer and the Union enter into a separate written agreement establishing alternative wage rates and conditions of employment for Mobilization Team members.

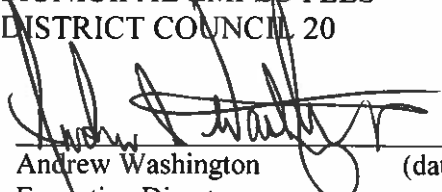
**ARTICLE 30 – TERM OF AGREEMENT**

This Agreement shall become effective on August 8, 2018, and shall remain in full force and effect up to and including 2359:59 on July 31, 2021. The parties agree that there shall be no retroactive implementation of any term or condition of this Agreement. Additionally, the Union and the Employer 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 than one hundred and twenty (120) calendar days prior to July 31, 2021.

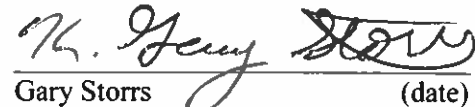
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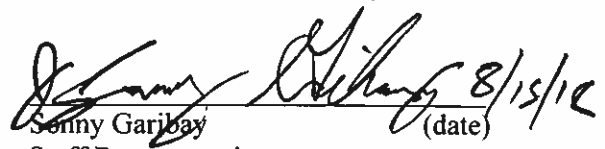
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Tom McEntee (date)  
Chief Executive Officer, East Region  
American Medical Response

  
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Andrew Washington (date) 8/15/18  
Executive Director  
AFSCME District Council 20

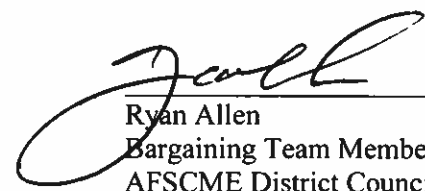
\_\_\_\_\_  
David Banelli (date)  
National Vice President of Labor Relations  
American Medical Response

  
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Gary Storrs (date) 8/15/18  
Labor Economist  
AFSCME District Council 20

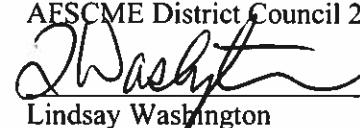
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Edward Powers (date)  
Regional Director  
American Medical Response

  
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Sonny Garibay (date) 8/15/18  
Staff Representative  
AFSCME District Council 20

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Aaron D. Nupp (date)  
Labor Relations Negotiator  
American Medical Response

  
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Ryan Allen (date) 8/15/18  
Bargaining Team Member  
AFSCME District Council 20

  
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Kyle Kemerer (date) 8/15/18  
Bargaining Team Member  
AFSCME District Council 20

  
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Lindsay Washington (date) 8/15/18  
Bargaining Team Member  
AFSCME District Council 20

## APPENDIX - A

### Portable Radio Policy and Procedure

**Purpose:** To provide a comprehensive structure for obtaining, possessing and returning portable radios issued by the Employer.

**Overview:** Portable radios are an important piece of equipment that needs to be available to all field crews. The radios are necessary for safety reasons and for the company to reach crews in the field.

**Scope:** Each ambulance shall receive two (2) portables radios from operations at the start of the shift. It shall be the crew(s) responsibility to use and return the portable radio back to the Employer at the completion of their shift.

**Assignment/ Return of Equipment:** At the beginning of each shift, a portable radio will be assigned to each crew member. The crew members will be responsible for the proper use and security of the portable radios. Radios damaged during use will be reported to operations immediately and an incident report completed. The following shall be the practice for receiving and returning of portable radios issued by the Employer.

- Receive assigned portable radio from operations
  - Sign the portable radio tracking log (Both crew members will sign the log)
  - Supervisor or Alternate Supervisor will also sign the log
- Return the portable radio to operations
  - Sign the portable radio tracking log (Both crew members will sign the log)
  - Supervisor or Alternate Supervisor will sign the log confirming the radio has been returned
- If no Supervisor or Alternate Supervisor available to receive portable radios
  - Place portable radio in the truck bin
  - Notify the Supervisor or Alternate Supervisor

**Failure to return Employer issued portable radios, damage or misuse:** Portable radios not returned at the end of the shift will be considered lost.

- Employees will be responsible for the full replacement cost of portable radios issued by the Employer if they are lost due to negligence.
- Employees will be responsible for the full replacement cost or repair of portable radios issued by the Employer if they are damaged due to negligence.
- Employees failing to comply with any part of this policy will be subject to corrective action up to and including termination.
- Employees will have the following options available for the payment of

replacement or repair costs:

- o The employee may pay the full amount of the replacement or repair cost by presenting a certified check or money order to the Employer.
- o The employee may request that the replacement or repair cost be divided equally over six (6) pay periods for replacement or repair costs of three hundred dollars (\$300) or less, or twelve (12) pay periods for replacement or repair costs in excess of three hundred dollars (\$300), which the employee will pay to the Employer by certified check or money order.

Employee Name: (print) \_\_\_\_\_

Employee Name: (signature) \_\_\_\_\_ Date: \_\_\_\_\_

AMR \_\_\_\_\_

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