

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**DEL PUERTO HEALTH CARE DISTRICT**

**AND**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
ON BEHALF OF ITS LOCAL 12911**

**EFFECTIVE MARCH 31, 2015 THROUGH MARCH 30, 2016**

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## ARTICLE 1. RECOGNITION

### 1.1 Scope of Agreement

Pursuant to the Meyers-Milias-Brown Act, Government Code Sections 3500 et seq. the District hereby recognizes the Union as the exclusive bargaining representative of all part time and full time EMT's and Paramedics employed by the District.

### 1.2 Supervisory Employees

The District acknowledges that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees, or effectively recommend such action, and it is not the District's policy to establish jobs or job titles for the purpose of excluding employees from the bargaining unit nor shall supervisory employees be used to supplant bargaining unit employees. Supervisors, including the Chief of Ambulance Operations and non-unit employees of the District will not normally perform the work of bargaining group employees. The Chief of Ambulance Operations and/or non-unit employees may perform bargaining unit work in order to meet staffing needs during increased system status demand, cover sick leave, or to fill a vacancy created on an Ambulance until such time a bargaining unit employee is available. Every reasonable attempt will be made per policy to fill the shift with bargaining unit employees even if overtime is created.

### 1.3 Change of Status

The District shall furnish the Union with the names, addresses, date of hire and classifications of employees who were previously ineligible to be members of the bargaining unit, but have become members of the bargaining unit and covered by this Agreement due to a change in the employee's job classification, within thirty (30) days of the employee's change of job classification.

## ARTICLE 2: UNION SECURITY

### 2.1 Indemnification

The Union will hold harmless the District against all claims, demands, actions, or other liabilities, including the District'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 District in reliance upon signed authorization cards furnished to the District by the Union or employees for the purpose of complying with any of the provisions of this Agreement.

### 2.2 Union Activity

The District shall not illegally discriminate in any way against an employee for engaging in official Union activity.

### 2.3 Union Dues Check-off

During the term of this agreement, the District will deduct from the first paycheck of each month, the dues, assessments and initiation fees, each as designated by the International Secretary-Treasurer of the Union, from the wages of the employees covered by this agreement who individually and voluntarily execute a written check-off authorization card. A copy of such authorization for the check-off of union

dues shall be forwarded to the Financial Secretary of Local Union 12911 along with the membership application of such employee.

The District shall within ten (10) days remit any and all amounts so deducted to the Union's International Secretary-Treasurer with a completed summary of dues deducted on form R-115 or its equivalent. A check off list shall accompany the deductions, setting forth the name and amount of dues, assessments and initiation fees. All payroll deductions and forms shall be forwarded to the International Secretary-Treasurer, United Steelworkers, PO Box 644485, Pittsburgh, PA. 15264-4485. A copy of the deduction list shall be forwarded to the Financial-Secretary of Local Union 12911.

#### 2.4 PAC Check Off

Upon receipt of a signed PAC Check-Off Authorization, the District, upon written request of the employee will make a monthly deduction for the PAF Fund as directed by the employee. This will continue as long as the employee gives such authorization as per the PAC check-off authorization he/she signs. The amount withheld will be mailed to the United Steelworkers, Political Action Fund, Five Gateway Center, Pittsburgh, PA. 15222

#### 2.5 Indemnification

The Union shall hold harmless the District against all claims, demands, actions, or other liabilities, including the District'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 District in complying with the provisions of this Article.

### ARTICLE 3: UNION RIGHTS

#### 3.1 Access Of Representatives Of The Union

A duly authorized representative of the Union shall be permitted access to the District's facilities, for the purpose of observing conditions under which employees under this Agreement are working. Said access shall normally during between 0800 to 1700 hours Monday through Friday, unless it is necessary for access to be provided during other times. The Union representative shall provide the District with notification of their presence twenty-four (24) hours before such visits. Visits by a Union representative shall not interrupt or interfere with normal operations. Union representatives not employed by the District will notify the District of their presence.

#### 3.2 Bulletin Boards

The District shall furnish at the crew quarters a reasonably sized bulletin board to post Union bulletins and publications. The space provided will be maintained by the shop stewards and official Union Representatives, with the posting or removal of bulletins and publications to be handled only by the same.

#### 3.3 Employee Mail Boxes

The Union shall have access to all employee mailboxes for the purpose of communicating Union business and information during normal office hours.

### 3.4 Union Stewards

The District recognizes the right of the Union to select a reasonable number of Union Stewards. The District agrees that there will be no illegal discrimination against the authorized steward because of Union activity. Stewards shall not be recognized by the District until the Union has notified the District in writing of the selection of new or changed union shop Stewards. Union Stewards will not conduct Union business while on duty without District approval.

When a Union Steward is required to attend an investigatory meeting and District management determines it is not operationally feasible to use a steward currently on duty, management will authorize an off duty steward to be paid at their regular straight time pay rate. Hours paid solely for performing Union Steward duties will not be counted toward hours worked for purposes of calculating overtime and benefits.

## ARTICLE 4: CESSATION OR TRANSFER OF OPERATIONS

### 4.1 Notice Of Operations Change

The District shall provide notice to the Union with as much advance notice as possible, but not less than sixty (60) days, prior to cessation of operations or transfer of the same to a successor EMS provider. An exception to the sixty (60) day notice may be made in the event that business necessity requires less notice.

The District agrees that if during the life of the collective bargaining agreement which this successor ship understanding is part of any facility covered by this Agreement is sold, leased, transferred or assigned, the District shall inform the purchaser, lessee, transferee or assignee of the exact terms of this Agreement and shall make the sale, transfer, or assignment conditional upon the purchaser, lease, transferee or assignee, assuming all the obligations of this Agreement until the expiration date and treating the affected employees of the Bargaining Unit in accordance with the terms of this Agreement.

Provided all contractual agreements are honored regarding seniority, including provisions for layoff and recall (it being understood that the applicable purchase agreement shall require the purchaser to make its hiring decisions with respect to the Bargaining Unit positions according to the contractual rules that would apply as though such hiring were a decision to recall or layoff Bargaining Unit Employees), it is understood that:

- a) The purchaser will not be required to have the same number of employees in the applicable bargaining unit as the District does at the time of the transaction, and
- b) That the applicable purchase agreement may permit the purchaser to make changes in the benefits programs required by this Agreement provided that all the benefits in all events continue to be substantially equivalent in the aggregate to those provided under the Agreement.

It is agreed that the District's obligations under this successor-ship language will be satisfied in the applicable purchase and sale agreement: (1) contains the terms required by the above paragraphs, and (ii) either (x) makes the Association a third party beneficiary to those terms; or (y) is supplemented by a contemporaneous agreement between the Association and the purchase effectuating those terms.



## ARTICLE 5: NO DISCRIMINATION/HARRASSMENT

### 5.1 No Discrimination

The District shall not illegally discriminate in any way against any employee or applicant for employment on a basis that is protected by law.

### 5.2 Sexual And Other Harassment

The District is committed to providing a work environment that is free of illegal discrimination and harassment. This policy applies to employees, customers, vendors and visitors. Such behavior is illegal as well as inappropriate. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated in the workplace, after work, or on social networking sites. As an example, harassment of any type (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Sexual harassment may involve a variety of unwanted, unwelcome and repeated behaviors such as:

- Sexually suggestive statements or questions;
- Offensive jokes;
- Sexual innuendoes;
- Offensive touching or patting; and/or
- Sexual bribery.

The above-stated behaviors are considered sexual harassment when:

- Submitting to advances is a term or condition of employment;
- Submitting to or rejecting advances affects employment decisions; and/or
- Such conduct creates an intimidating, hostile or offensive working environment that interferes with job performance.

Any incident of sexual or other harassment should promptly be reported to the employee's supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, he or she should immediately contact the HR Manager. All employees can raise concerns and make reports without fear of reprisal.

Any supervisor who becomes aware of possible sexual or other harassment should promptly advise the HR Manager, who will make sure an investigation is conducted and will handle the matter in a timely and appropriately confidential manner. Upon completion of the investigation, the complaining employee will be privately advised of management's findings and the manner in which the District intends to resolve the problem. The complaining employee's input regarding remedial action will be given due consideration.

The District recognizes that the question of whether a particular action or incident is a purely personal, social matter without a discriminatory employment effect requires a factual determination based on all of the circumstances. The District also recognizes that false accusations of sexual or other harassment

can have serious effects on innocent women and men. Intentionally false allegations may, therefore, result in disciplinary action, up to and including termination.

Also, it is the District's intent to promote a culture of respect for all employees. To that end, the District does not tolerate shouting, the use of foul language, invading employees' personal space or the use of threatening gestures when employees or managers are communicating with one another.

Anyone engaging in sexual or other harassment will be subject to disciplinary action, up to and including termination of employment.

Employees who feel they have been discriminated against, harassed or retaliated against on the basis of a legally protected classification or activity may, within one (1) year of the harassment, file a complaint with the California Department of Fair Employment and Housing (DFEH). The DFEH will investigate the complaint and attempt to help the parties voluntarily resolve the dispute. The DFEH can be contacted at any of its office locations throughout the State.

### 5.3 Workplace Violence Prevention

The District is committed to providing a safe, violence-free workplace and strictly prohibits employees, consultants, vendors, customers, visitors, members of the public or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. As part of this policy, the District seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

The District wants to promote a workplace that encourages courtesy and respect. Consequently, the District defines "workplace violence" as anything including but not limited to:

- a) Threats of any kind whether said as a joke or not and delivered in any form including but not limited to verbally, by email or text message;
- b) Threatening or violent behavior, such as an attempt to intimidate or instill fear in others;
- c) Other behavior that suggests a propensity towards violence, such as belligerent speech, excessive arguing or swearing;
- d) Defacing District property or damaging the facilities;
- e) Bringing weapons or firearms of any kind on District premises, in District parking lots, or while conducting District business.

If any employee observes or becomes aware of such actions or behavior by an employee, customer, consultant, vendor, visitor, or anyone else, they should notify their supervisor immediately. In case of emergency, dial 911.

Further, employees should notify their supervisor of any restraining order(s) in effect, or if a potentially violent non-work-related situation exists which could result in violence in the workplace.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly.

The District will not tolerate retaliation against any employee who reports violence in good faith.

If the District determines that workplace violence has occurred, the District will take appropriate corrective action and will impose discipline upon the offending employee(s) up to and including termination. If the violent behavior is that of a non-employee, the District will take appropriate corrective action to ensure such behavior is not repeated.

## ARTICLE 6: CORRECTIVE ACTION

### 6.1 Corrective Action Principle

The District and the Union recognize that the intent of corrective action is to remedy performance problems and modify inappropriate behavior. While the District will attempt to accomplish those objectives through training, education and “informal corrective action,” the District reserves the right to impose “formal corrective action,” up to and including discharge, based on just cause.

### 6.2 Corrective Actions

Informal corrective action consists of undocumented verbal or written reminders to improve performance and documented Coaching and Counseling meetings with the employee.

Formal corrective action consists of documented Level 1 warning, Level 2 warnings, Level 3 warnings, suspensions and discharge. Written reprimands may be considered the first level of formal corrective action for purposes of progressive discipline. The District and the Union understand and agree that each individual case shall be judged on its own merit. Serious or repeated and substantiated offenses may result in discipline commensurate with the offense or total situation and not necessarily based upon the premise of progression. When considering discipline, the District shall consider the employee’s length of service.

To be considered valid, corrective actions must be issued or investigations commenced within fifteen (15) calendar days of the discovery of the misconduct or upon the identification of the employee the District claims is subject to corrective action. A longer period of time will be permitted where the circumstances indicate fraud, coercion, misidentification, or some other act or circumstances that justify said longer period.

### 6.3 Investigations

The Chief of Ambulance Operations, or designee, shall inform employees that it is their right to have a Union Representative present during any formal investigatory interview/meeting conducted after a formal investigation has been commenced that could lead to formal corrective action. The employee representative shall be a duly authorized Union steward or Union representative.

### 6.4 Employee Notification

The District agrees that upon discovery of an incident, which may warrant investigation or disciplinary action that they will notify the employee within fourteen (14) calendar days. No employee, except those on probation, shall be disciplined without a hearing with the appropriate District official. This hearing shall take place within fourteen (14) days of the alleged incident or fourteen (14) days from when the

District was made aware of the alleged incident unless a longer period is needed and is agreed upon between the Union and District.

## 6.5 Administrative Leave

The District reserves the right to place employees on paid administrative leave for the following:

- a) Any circumstance when an employee is relieved of duty pending the need for an investigation of an alleged violation that could lead to corrective action. Under any circumstance when an employee is relieved of duty pending an investigative-administrative process due to serious misconduct which may include, but is not limited to: 1) harassment of any type, 2) patient abuse/neglect, 3) violation of the Districts Alcohol and Substance Abuse Policy, 4) theft of District property, 5) allegations of workplace violence. Administrative leave may endure until completion of the investigative-administrative process and a resolution has been rendered.
- b) When clinical privileges are suspended during the course of an investigation/administrative process of inquiry.

Employees shall be provided written notice of the reason for the investigation when placed on administrative leave. Employees shall also be advised of the obligation to cooperate in the investigation and remain available for an administrative interview while on administrative leave. The District shall concurrently provide the union with a copy of the written notice upon request.

The District shall continue pay and accrual of leave and benefits throughout the duration of the term of administrative leave.

The District shall use its best effort to expedite the investigation/administrative proceedings for all employees on leave.

The Union reserves the right to grieve any corrective action that may be imposed during and/or after an administrative leave.

## 6.6 Disclosure

If the District disciplines or discharges an employee, the District will provide to the Union copies of any documents or written statements used by the District as a basis for its action. Where such documents contain confidential information or identities, whether for legal or other reasons, such confidential information will be redacted or blacked out prior to providing the documents to the Union.

## 6.7 Retention of Disciplinary Action

Records of disciplinary action shall not be considered for purposes of future disciplinary action or other personnel purposes provided the employee does not receive any additional disciplinary action for nine (9) months following the issuance of the prior disciplinary action. This provision shall not apply to substantial egregious offenses (including but not limited to fraud, theft, harassment, discrimination, assault, etc.) or where the District otherwise has a legal obligation to retain information regarding or to consider such prior offense(s).

## 6.8 Notice of Intended Adverse Action

For all disciplinary actions involving a loss of pay (suspension without pay, demotion, termination of employment), the District will notify the employee of any intended adverse action at least five (5) days prior to the effective date. The employee has a right to respond (as described below in Article 6.9) prior to the effective date of the adverse action.

The notice of proposed disciplinary action shall also contain a statement to the effect the employee's signature is an acknowledgement of receipt only.

## 6.9 Response to Notice of Proposed Disciplinary Action and "Skelly" Process

A permanent employee given notice of proposed disciplinary action may, within seven (7) calendar days after service of the notice, request to respond to the proposed discipline, orally and/or in writing (Skelly Hearing").

If the employee requests a Skelly hearing it will be scheduled within five (5) days of their notification.

The employee shall not be entitled to a formal hearing or to call and cross-examine witnesses, but may present argument, written statements of any witnesses or other documentary material in response to the proposed discipline to a reasonably neutral and impartial reviewer who possess the authority to recommend or implement final disciplinary action ('Skelly Officer"). The on-duty steward or another representative may represent the employee in the Skelly hearing.

The Skelly Officer shall fairly and impartially consider the employee's response and shall thereafter do one of the following:

- a) Uphold the proposed disciplinary action;
- b) Revoke the proposed disciplinary action or any portion of the proposed disciplinary action; or
- c) Reduce the proposed disciplinary action or penalty

The Skelly officers decision will not be binding but will be an Informal Resolution.

## 6.10 Order of Disciplinary Action

After completing the Skelly process, the District shall serve upon the employee a written Order of Disciplinary Action stating:

- a) The nature of the disciplinary action;
- b) The effective date of the disciplinary action;
- c) The causes for the disciplinary action;
- d) The specific acts or omissions upon which the causes are based; and
- e) The right of the employee to appeal.

Note: Only discipline involving loss of pay may be further appealed using the Grievance Procedure, commencing at the Chief Executive Officer Step. Such appeal must be filed within fifteen (15) calendar days of the final order of discipline. Failure to appeal within that timeframe is a waiver of all further appeal steps.

## ARTICLE 7: GRIEVANCE PROCEDURE

It is the mutual desire of the Union and the District that employees and their Chief of Ambulance Operations informally and promptly discuss and attempt to resolve problems arising under this agreement, without having to resort to this formal grievance procedure. However, this grievance procedure provides a useful way of resolving differences that could not be resolved informally. Neither the Union, the District, nor the Employee will be barred from filing a formal grievance if an informal discussion has not occurred.

### 7.1 Grievance Procedure

The purpose of this procedure is to provide for the timely adjustment and resolution of grievances.

- a) A “grievance” is any claim by the Union, an employee, or a group of employees regarding the interpretation, application or compliance with any term or condition of this Agreement or any **District** policies, procedures, rules and regulations affecting terms and conditions of employment.
- b) The “date of occurrence” is the date when the Union or the employee filing the grievance knew or reasonably should have known of the event that is the subject of the grievance or is the effective date of final corrective action.
- c) By mutual agreement of the parties, concurrent grievances arising from the same incident or core facts may be consolidated into a single grievance.
- d) Any grievance that is not filed or prosecuted within the time limitations set forth herein shall be deemed waived. If the grievance is not appealed from one level to the next within the time limits specified in this grievance procedure, the grievance will be considered settled without setting precedent. If the District fails to respond to the grievance within the time limits specified in this grievance procedure, the grievance may be advanced to the next level. The Union and the District may, by mutual agreement in writing, extend time limits at any step of the grievance procedure for a specified period of time.
- e) Bargaining unit employees who are grievant shall be given time off with pay during their regular work hours to attend grievance meetings with the District and formal grievance proceedings. Unit employees shall not receive paid overtime to attend grievance meetings or formal grievance proceedings, unless they would otherwise be entitled to overtime during those work hours.

### 7.2 Grievance Levels

#### Step One: Chief of Ambulance Operations

Grievances shall be reduced to writing and submitted to the Chief of Ambulance Operations or his/her designee within fifteen (15) calendar days of the date of occurrence. The Chief of Ambulance Operations or his/her designee shall respond to the grievance in writing within fifteen (15) calendar days after submission of the grievance.

#### Step Two: Chief Executive Officer

If the grievance is not resolved at Step One, within fifteen (15) calendar days of the receipt of the Step One response, a written notice that the grievant wishes to proceed to Step Two submitted to the Chief Executive Officer. The parties shall meet in an attempt to resolve the grievance within fifteen (15) calendar days after such submission. Said meeting shall be between the USW representative and the District Chief Executive Officer. The grievant shall also be permitted to attend, as well as others if necessary. The Chief Executive Officer shall respond in writing within fifteen (15) calendar days from the date of the meeting.

#### Step Three: Joint Agreement to Mediate

The parties may mutually agree to non-binding mediation through the F.M.C.S. if a grievance is unresolved after Step Two.

#### Step Four: Arbitration

If the grievance is not resolved after Step Two, or in the event that agreed mediation in Step three is unsuccessful at resolving the grievance (whichever is later), either party may, within fifteen (15) calendar days, appeal the matter to binding Arbitration by providing written notice to the other party.

Upon timely written notice of an appeal to Arbitration, the District shall contact the California State Mediation and Conciliation Service and request a list of five (5) potential arbitrators, licensed to practice law in the State of California and who have Police/Fire/EMS experience, to hear the appeal. The parties shall alternate striking names from the list until one remains, who will be the selected Arbitrator.

Disagreements on Arbitrability of any dispute shall be resolved by the Arbitrator. All required timeframes are jurisdictional on the Arbitrator and a failure to timely appeal at any step shall be a waiver of all further appeal steps absent a valid tolling agreement between the Parties. For all arbitrations, the formal rules of evidence shall not apply, and the Arbitrator shall have no ability to modify, add to, or subtract from the terms and conditions contained in the MOU.

The costs and fees for the arbitrator shall be shared equally by the Parties, while a Party's own costs (for witnesses, experts etc.) shall be borne by the Party themselves. The decision of the Arbitrator shall be final and binding on all Parties.

## ARTICLE 8: HEALTH AND SAFETY

### 8.1 Safety / Employee's Right to Refuse Unsafe Work

The District shall, at all times, provide safe materials, equipment, vehicles and working conditions for all employees. It is specifically agreed that the compliance with all State and Federal Laws relating to working conditions, safety and health shall be an integral part of this Agreement. The District will supply necessary safety equipment. Employees who violate posted District safety rules and regulations shall be subject to progressive disciplinary action, as outlined elsewhere in this agreement.

No employee shall be required to work under hazardous conditions or with unsafe equipment, which would be hazardous to him/her, co-workers and/or a patient's health and safety. Employees who

become aware of hazardous conditions and/or unsafe equipment must notify the on-duty Chief of Ambulance Operations, or designee, as soon as possible. No employee will be subject to discipline or reprisal for reporting a health or safety problem.

## 8.2 Safety Equipment

The District shall provide and maintain general safety and protective gear for each ambulance as required under state or federal law, including but not limited to:

- a) Reflective vests (2)
- b) Hearing protection (disposable)
- c) Leather gloves (2)
- d) Non-latex gloves in small, medium, large and x-large sizes (1 box each)
- e) Bio-Hazard Kit
- f) D.O.T. Emergency Response Guide
- g) Eye protection / Face shields (disposable)
- h) 4-Point soft (fabric) and hard (leather) restraints.
- i) "Sharps" containers, minimum 3 per ambulance.
- j) Other safety equipment as required by Federal, State, or local mandates.

## 8.3 Crew Quarters

Every designated crew quarters operated by the District shall be outfitted with a kitchen, to include a microwave oven, refrigerator, conventional stove and oven, sinks, bathrooms, heating and air conditioning systems, cable TV, recliners and wall mount thermometers. During a utility provider's power emergency notification, temperature settings will be set to the recommended settings for the duration of the emergency only. Crew quarters shall be of sufficient size and layout to comfortably house and accommodate all assigned crewmembers. The District shall maintain crew quarters in a safe and habitable condition and according to all applicable laws, ordinances, and regulations. The District shall promptly attempt all necessary repairs and routine maintenance on crew quarters, subject to regular cleaning duties performed by crew.

Sleeping areas will be separated for male/female privacy requirements, with one bed in each sleeping area.

Telephones capable of sending and receiving local toll-free calls will be available at each crew quarter. The district may block crew quarter phones from long-distance access unrelated to work performance. The employee can utilize his or her personal phone for making long-distance calls. Employees are prohibited from using District phones for personal long-distance calls. Employees utilizing district phones for personal long-distance calls may be subject to the costs incurred, to the extent such long-distance calls are unrelated to work duties.

## 8.4 Company Paid Immunizations

The District will provide employees with immunizations for communicable diseases related to their employment as recommended by the County Public Health Department and Cal-OSHA Section 5199, Aerosol Transmittable Disease Standard. Said immunizations shall consist of influenza, measles, mumps, Rubella, Tetanus, Diphtheria, Acellular Pertussis, and Varicella-zoster (VZU, chicken pox). Pursuant to District health and safety requirements, the annual TB test cannot be waived. Bargaining unit employees may submit proof of a negative TB test result from another source in lieu of the annual TB test described above, so long as the test date was within the prior six (6) months.



## 8.5 Use of Tobacco Products

Smoking or use of tobacco products will not be permitted in areas which constitute either a fire hazard or disturbance to patients, visitors, or co-workers. The District will designate smoking and non-smoking areas, in accordance with local ordinances. In cases of dispute, the rights of the non-tobacco user shall prevail. Smoking or use of tobacco type products will not be permitted in any ambulance or buildings owned or maintained by the District. Tobacco use will only be allowed in designated areas as determined by the District.

## 8.6 Drug and Alcohol Free Workplace

The Union and the District agree that it is important to maintain a drug, alcohol and substance abuse free work environment for the safety of employees and patients. In order to discourage the use of non-prescribed controlled substances and alcohol in the workplace, the Union and the District agree that employees shall be tested for the presence of drug and alcohol if there is probable cause based on a reasonable suspicion that the employee has drugs and/or alcohol in his/her system.

Probable cause shall exist when specific behavioral performance or contemporaneous physical indicators of being under the influence of drugs or alcohol are demonstrated on the job as documented by the District. Probable cause will not exist, and thus is not a basis for testing, if a reasonable suspicion is based solely on the observation and verbal reports of third parties with the exception of law enforcement. A member of management shall evaluate the appropriateness of such third party observations and/or verbal reports and shall, through investigation, determine whether the employee(s) involved shall be tested for probable cause. When available, the person determining such probable cause shall be the Chief of Ambulance Operations or other qualified District medical personnel or management. The basis for the District finding probable cause shall be documented on an Incident Report Form.

Post-accident testing will be based on the findings, decisions and discretion of the Chief of Ambulance Operations or other qualified District medical personnel or management. Testing may be waived only when it can be determined on specific information that the employee had no role in the cause of the accident.

All applicable employees directly involved in a work-related accident or incident must submit to alcohol and drug testing under any of the following circumstances.

A work-related accident or incident, resulting in any one of the following:

- Human fatality;
- Injury to oneself, partner, patient or other person that requires professional medical treatment beyond first aid;
- Disabling damage to any motor vehicle requiring tow away from the scene of the accident; or
- Damage to company property in excess of \$1,000.

Following an accident, the employee must be tested as soon as possible, not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Such testing shall be at the District's expense.

## 8.7 Driver Exclusion

Employees who are excluded from driving District vehicles by the District's insurance carrier shall be subject to appropriate corrective action, up to and including, discharge. All drivers shall be solely responsible for remaining properly certified and/or licensed according to State requirements to drive ambulance units and /or other District vehicles. Drivers who fail to maintain a valid driver's certificate and/or license needed for their position shall not drive District vehicles and are subject to appropriate corrective action, up to and including discharge.

## 8.8 Long Distance Transfers

A long distance transfer is defined as a transfer that is greater than sixty (60) miles, one-way. For non-emergency medical long-distance transfers, the District will attempt to call in a crew to handle the transfer. In the event that an on-line crew is utilized Patterson District Ambulance shall dispatch a crew that would normally be on duty for the duration of the transfer, response time requirements allowing. Call-in crews shall be in compliance with current county contract in regards to hours worked.

# ARTICLE 9: SENIORITY/TENURE

## 9.1 Definitions

A full time employee is defined as an employee who is regularly scheduled to work a schedule predetermined by the District which consists of sixty hours (60) per week for field employees. The sixty (60) hours per week may be modified by mutual agreement between the Union and the District.

A part-time employee is defined as an employee who works or is scheduled to work less than sixty (60) hours per week.

## 9.2 Seniority Dates

Seniority dates will be established by using the following criteria in the following order:

1. Date of hire
2. Date of application for employment
3. In the event two or more people are hired on the same date a draw by lot by a shop steward during the orientation period, in the presence of a management representative.

Seniority for classification changes:

1. Date of hire into new classification
2. In the event two or more people are hired on the same date a draw by lot by a shop steward during the orientation period, in the presence of a management representative.

## 9.3 Seniority Lists and Application

A separate seniority list will be maintained for FT and PT employees, for each classification. Seniority lists will be maintained by the District, and will be made available to the Union at any time upon request. For purposes of PTO accruals, position bidding, transfer, layoff and recall from layoff, seniority shall prevail within any job classification and status.

Seniority for purposes of an employee's benefits shall mean that period of continuous full or part-time employment with the District. Part-time employees who acquire a full-time position will maintain their original date of hire for wages and benefits with their full-time date of hire for all other purposes.

#### 9.4 Loss of Seniority / Termination

An employee shall lose all seniority rights up to and including termination for any of the following reasons:

1. Resignation.
2. Discharge for just cause.
3. Failure to respond to the District upon recall to full time work following layoff within two weeks after receiving notice by certified mail. This shall not apply if the Union and the District agree to extend the time limit.
4. Failure to report to work at the conclusion of an authorized leave of absence unless an extension is approved by the District.
5. Failure to maintain required certifications and licenses, and to provide copies of the same to Human Resources within thirty (30) days of such lapse.

A PT employee who becomes a FT employee will be placed at the bottom of the applicable seniority list. A FT employee who becomes a PT employee will apply 100% of their accrued seniority to the PT list. An employee, who changes job classification from EMT to paramedic will be placed at the top of the EMT seniority list until such time as they complete two-hundred-forty (240) hours worked as second medic and then shall be placed on the bottom of the paramedic seniority list.

An employee who changes job classification, Paramedic to EMT, will be placed at the top of the EMT seniority list.

#### 9.5 Probation

Newly hired employees shall be required to undergo a probationary period. Probation will be for one (1) year or two thousand (2000) hours worked, whichever occurs later. The District reserves the right to extend probation in its sole discretion. Employees changing job classification (i.e. EMT to Paramedic) will be placed on an evaluation period for that new job classification for one (1) year. Those employees not meeting company standards in the new job classification will have the right to return to their old job classification without loss of seniority or benefits. During the probationary period, the employee may be terminated without recourse to the grievance procedures. Seniority shall accrue during the probationary period.

There will be a written performance evaluation at the end of the probationary period.

Newly certified paramedics with certification of less than one (1) year shall be required to work as second paramedic on a unit until cleared to work as a solo paramedic by the Chief of Ambulance Operations. Any paramedic may be restricted to work as a second paramedic as a condition of a Quality Improvement Plan.

#### 9.6 Layoffs

Employees who qualify and are proficient in more than one (1) classification may replace employees with the lowest seniority in another job classification in order to avoid being laid off, and will maintain their current date of hire for all seniority purposes. An employee choosing to change classifications will be paid at his/her same step in the new classification. Layoffs will be conducted by reducing the number of per-diem employees being called to work. If it is necessary to layoff FT employees, it will be by seniority in the classification and they will be moved to PT status for scheduling.

### 9.7 Recall from Layoff

As positions become available in a job classification, employees who were employed in that job classification will be recalled, beginning with the most senior employee in that specific job classification. No new employee shall be hired until such time as all qualified laid off employees in that job classification have been recalled. Recalled employees who fail to respond to the District within five (5) days shall be deemed to have refused employment and the District may move forward with the hiring process.

### 9.8 Advance Notice of Reduction

The District shall notify affected employees of any anticipated reduction in force thirty (30) days in advance, if possible.

### 9.9 Position Vacancy

An open position shall be posted for seven (7) calendar days. Any employee interested in the position must apply during that period. Consideration will be given to qualified employee(s) first.

## ARTICLE 10: HOURS WORKED

### 10.1 Work Week / Pay Period

The work week begins at 0800 hours on Sunday and ends at 0759 the following Sunday. An employee's work week will begin at the time of reporting to their first shift occurring on or after Sunday and will continue until their last shift or extension thereof, occurring on or before the following Saturday. Pay periods will consist of two consecutive workweeks. Payday is designated as the Thursday following the end of the pay period. Barring extenuating circumstances, paychecks will be available after 1700 hours on day preceding payday at the District's office or Mail Room. Employees may elect to participate in the District's automatic deposit program at no cost to the employee.

### 10.2 HOURS OF WORK

#### 10.2.1 Purpose of Article

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

#### 10.2.2 Shifts and Shift Changes

It is the intent of the parties to utilize 12-hour or 24-hour shifts. The District has the right to determine, establish, and change work schedules including starting times, lengths or types of shifts, and the mix of different types of shifts. Prior to implementing shift changes, the District will inform the Union and bargain the impacts of such changes.

#### 10.2.3 Hold Over at End of Shift

It is recognized that there may be instances in which an employee is unavoidably held over past the scheduled end of their shift due to a late emergency incident or other emergent circumstance. Holdover due to emergency incidents or emergent circumstances is excluded from this section. In so holding over, neither the employee(s) nor the Union waives their right to later grieve the correctness of the

District's determination regarding the existence of emergency circumstances and to seek greater premium compensation. All hold over will be documented on the employees time sheet. Holdover deemed non-emergency will not exceed one hour without employee consent.

For employees that have worked less than 40 hours in the pay week holdover pay will be at one and one-half (1-1/2) times the employee's regular rate of pay. For employees that have worked in excess of 40 hours in the pay week, holdover pay will be at two (2.0) times the employee's base rate of pay.

### 10.3 Posting of Schedules

The monthly schedule shall be published by the 20<sup>th</sup> of the prior month. Employees are responsible for reviewing the published schedule and promptly identifying any errors or omissions. Employees are responsible for all scheduled shifts. The published schedule is used to proof payroll time sheets. Employees are responsible to call any discrepancies between the published schedule and their actual work hours to the attention of the Chief of Ambulance Operations or designee so that corrections can be made to ensure the published schedule accurately reflects their hours worked.

### 10.4 Temporary Vacancies / Call-off and Shift Coverage

Temporary vacancies created by employee call-off or otherwise unfilled open shifts will be filled according to established policy.

### 10.5 Shift Trades / Giveaways

A shift trade is where an employee and another employee of the same classification agree to work each other's assigned shift(s).

A shift giveaway is where an employee request all or any part of a shift off using accrued PTO as allowed by policy after identifying a suitable replacement employee that is approved by the Chief of Ambulance Operations or designee.

Established policies will govern the use of shift trades and shift give-aways.

### 10.6 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 the less seniority must work.

### 10.7 Non-Voluntary Shift Relief

In cases where an employee is relieved of duty prior to the end of their regular scheduled shift, those affected employees will have priority for call-back providing the affected employees can be at the central station within thirty (30) minutes from time of call back to make up any lost hours. This section will supersede any other call-in for shift vacancy as identified in this Agreement.

### 10.8 Meal Periods

Employees shall be allowed three (3) paid meal periods of reasonable duration in a twenty-four (24) hour shift. Shifts of twelve (12) hours or less (excluding special event standbys) will be allowed

reasonable meal periods as appropriate, which may only be interrupted by the District (dispatch) to respond to calls and their resultant posts. Employee(s) on a long distance transfer will be allowed a reasonable meal stop at a restaurant while in a direct route back to the required station/post.

### 10.9 Sleep Time

Employees working a 24 hour shift will be allowed a paid designated sleep period from 21:00 to 07:00 that will only be interrupted by emergency incidents or post move assignments.

### 10.10 Reporting for Work

Employees will report for work and be ready to respond to an emergency incident no later than their assigned start of shift time and will remain on duty, barring extenuating circumstances, until properly relieved. If held over at the end of the shift, see Section 10.2.3.

### 10.11 Job Abandonment

Barring extenuating circumstances, any employee who fails to report to work or to notify the District of the specific reason(s) for his or her absence for two (2) consecutive scheduled shifts, including pre-scheduled overtime shifts, shall be considered to have abandoned his or her job and to have voluntarily terminated. Nothing in this section precludes the District from disciplining an employee for “just cause” who is not terminated under this section.

### 10.12 Call-in / Callback Pay

Employees who are called in to work or called back to work from their homes to perform extra work shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay at the appropriate wage rate. The sole exception to this shall be for employees called back for training, in which case the employee will be paid for actual hours in training or a minimum of two (2) hours, whichever is greater, at the appropriate wage rate.

### 10.13 Reporting Pay

Employees who are requested to report to work, or who are scheduled to work and come to work without receiving prior notice that no work is available shall be paid for four (4) hours of pay at the appropriate wage rate. The provisions of this section shall not apply if acts of God or failure of utilities prevents or interferes with the ability to notify the employee not to report for work at least two (2) hours before the scheduled time to work.

## ARTICLE 11: WAGES

### 11.1 Wage Rates / Regular Rates of Pay

Upon ratification of this Agreement, effective the first pay period following the effective date of this Agreement, all employees will be moved to the new salary schedule at their current pay step.

Employees whose currently hourly rate of pay is between established pay steps will be moved to the next highest pay step to align their pay step with established pay step scale. Reference pay schedule grid attached as Exhibit A.

ONE-Time Adjustment: Following alignment to an existing pay step as described, above, each employee shall be adjusted to the correct pay step, in consideration of their years of experience and time of service to the district as detailed in Exhibit B (attached). In no event shall an employee be reduced to a lower step than they occupy.

All Regular Full-Time employees would continue to be eligible to receive merit step increases based on their full-time employment on their regularly scheduled anniversary dates. The District is open to further discussion on schedules for merit increases for part-time employees based on hours actually worked.

### 11.2 Overtime

Overtime for any employee will be paid for hours worked after forty (40) hours worked in the week. Overtime shall be paid at the rate of one and one half (1.5) times the regular rate of pay.

### 11.3 Change of Classification

EMTs who become paramedics and are subsequently classified and employed by the District as a paramedic shall be placed on the paramedic wage scale as follows:

If the employee's wage as an EMT is lower than the starting rate for Paramedic at the time of advancement, the employee will be placed at the Paramedic starting rate.

If the employee's wage as an EMT is higher than the starting rate for Paramedic at the time of advancement, the employee will be placed at the Paramedic pay step closest to, but not lower than, the EMTs wage rate at the time of advancement.

### 11.4 Appointment - Wages

The District may consider an employee's previous years of work experience in their classification when determining the appropriate starting pay grade for new or returning entrants into the bargaining unit but will, in any case, apply a minimum credit of one half of the employee's previous years of work experience, not to exceed step 4.

### 11.5 Preceptors

Paramedics authorized by MVEMSA will be permitted to precept paramedic students as approved by the Chief of Ambulance Operations. The District shall coordinate the placement of paramedic interns with authorized paramedic preceptors in conjunction with the training institution. All payments for paramedic internships shall be paid to the District by the student or the training institution. The District will, in turn, pay the entire amount to the preceptor once preceptoring is complete. Payment will be made on a separate check as preceptor pay.

## ARTICLE 12: LEAVES OF ABSENCE

If it becomes necessary for an employee to be off work for various reasons, the employee must apply for a leave of absence. Only employees who have completed their probationary period are eligible to apply for a leave of absence.

FMLA/CFRA, Pregnancy Disability Leave, Jury Duty Leave, Military Leave, Time off to vote and other leave(s) provided for by law shall be administered in accordance with applicable State and Federal Statutes, and operational policies.

A leave of absence must be applied for in writing and will only be approved after a review and written authorization by the employee's Chief of Ambulance Operations and the Administrator. The leave request must be applied for in advance (if need is known in advance) and must specify the beginning and ending dates (if known), and the conditions of the leave. In granting such a leave request, it is assumed the employee expects to return to their position.

If it is necessary to extend a leave of absence, the employee must apply for an extension. This extension must be requested prior to the expiration of the original leave.

In the event of an absence of an employee for three (3) workdays or more due to illness or injury, the employee must present a medical note for the period of absence.

### 12.1 Jury Duty Leave

The District recognizes that employees may need to fulfill their civic responsibilities by serving jury duty when required. Regular full-time employees may receive up to 30 days of paid jury duty leave over any one-year period. Exempt employees will continue to be paid their full salary if they do any work during the workweek. Employees will be advised if required to work when jury duty lasts a full week.

Jury duty pay for non-exempt employees will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. The employee will be required to submit evidence of court reimbursement and his or her wages will be reduced by that amount.

If an employee is required to serve on a jury beyond the period of paid jury duty leave, he or she may use any available vacation or sick time, or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to the appropriate supervisor and the HR Manager as soon as possible upon receipt so arrangements may be made to accommodate the employee's absence. Employees are expected to report for work whenever the court schedule permits. Employees must submit proof of service once jury duty is completed.

Either the employee or the District may request that the employee be excused from jury duty if, in the District's judgment, the employee's absence would create serious operational difficulties.

For extended jury duty service, the District will continue to provide health insurance benefits for which the employee is otherwise eligible, until the first of the month following the first full month of unpaid jury duty leave, subject to the terms, conditions and limitations of the applicable plans. After that time the employee will become responsible for the full costs of these benefits if he or she wishes coverage to continue. When the employee returns from jury duty, benefits will again be provided by the District according to the available and applicable plans.



Holiday benefits will be suspended and vacation and sick leave benefits will not continue to accrue during the unpaid jury duty leave period, and will resume upon the employee's return to active employment with the District.

## 12.2 Bereavement Leave

After receiving supervisory approval, regular FT employees may take time off because of the death of an immediate family member. The District defines "immediate family" to mean an employee's spouse, parent, step-parent, child, step-child, sibling, step-sibling, mother-in-law, father-in-law, grandparent, grandchild, significant other, domestic partner, or child of a domestic partner.

Up to three (3) regularly scheduled shifts (the equivalent of one week, or five (5) workdays when based on an 8-hour day) of paid bereavement leave will be provided per incident. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, or bonuses.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the appropriate supervisor's approval, use available paid leave for additional time off as necessary. The District reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

Bereavement leave must be taken within fourteen (14) days of the date of the immediate family member's death.

## ARTICLE 13: HOLIDAYS / PTO

### 13.1 Holidays

The District recognizes the following Holidays:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

Holidays, for the purposes of this section shall be recognized starting at 8:00am on the date of the holiday through 7:59am on the date following the holiday (thereby covering the shift that begins on the date of the holiday through to the end of that shift).

All employees who work any portion of the holiday shall receive holiday pay at one and one-half (1.5) times of his/her regular straight time hourly rate of pay for each hour worked on a recognized holiday. All employees who work any portion of a holiday on his/her regular overtime shift will receive an additional half of their regular rate to total double-time (no change from current practice).

## 13.2 PTO / PTO Use

All employees will accrue and use PTO according to Schedule "C" contained in the current policy (#200.1 PTO/EST Accruals), with a maximum accrual of two (2) times each employee's annual accrual rate for all leaves.

Employees shall submit, by December 31 of each year, their preferences of vacation for the upcoming vacation year (February 1 to January 31). The District shall post the full twelve (12) months of vacation availability schedule in a location accessible to all employees for viewing. Seniority will be the deciding factor in case of conflicts over requested vacation days during this scheduling phase. Vacation requests submitted after December 31 will be evaluated on a first come, first served basis. One (1) employee shall be guaranteed off on vacation at a time.

Trading of vacation days will be permitted with mutual consent of the employees and the Director of Ambulance Operations. The trade request must be submitted in writing and signed by both employees.

In the event of an absence of an employee for three (3) workdays or more due to illness or injury, the employee must present a medical note for the period of absence.

## ARTICLE 14: HEALTH AND WELFARE BENEFITS

### 14.1 Medical / Dental / Vision Insurance

#### 14.1.1 Medical Insurance

The District will provide eligible employees with health insurance. Eligible employees shall be those who are regular full-time employees. As a result of increases in health care costs, the District reserves the right to change or modify the program available to eligible employees in accordance with applicable law, such as the issuance of regulations for the Affordable Care Act, including regulations regarding employees for whom health insurance must be provided.

The District shall pay the employee's monthly premium amount equal to the amount of premium for the lowest cost plan offered to employees by the district. The employee shall pay 100% of the monthly premium for each of the employee's enrolled dependents. Employees should consult the Summary Plan Description for more complete information about eligibility and the details of the medical insurance plan. The Plan Document is controlling.

The District reserves the right to meet and confer regarding health insurance coverage as changes to applicable law arise, as described above, and in the event the District's budget cannot support cost increases.

An otherwise eligible employee who opts-out of the medical plan shall receive a cash amount (less applicable withholdings equal to one-half (1/2) of the employee-only premium amount of the lowest cost plan offered to employees by the district.

There shall be no contributions by the district to HSA accounts, nor will HSA accounts be available to employees unless permitted by law and by the medical plan.

### 14.1.2 Dental Insurance

The district provides dental coverage for all eligible Full-Time employees. The District will continue to pay 100% of the employee only premium for the lowest-cost dental plan offered to employees by the District.

Specifics regarding plan benefits from the dental plan are specified in the summary plan description and plan documents. Such plan documents are controlling.

### 14.1.2 Vision Insurance

The district provides vision coverage for all eligible Full-Time employees. The District will continue to pay 100% of the employee only premium for the lowest-cost vision plan offered to employees by the District.

Specifics regarding plan benefits from the vision plan are specified in the summary plan description and plan documents. Such plan documents are controlling.

## 14.2 Retirement

The District contributes an amount equal to 3% of regular base salary for each full-time employee to a retirement plan. Thereafter, the employer provides a match equal to half (50%) of the employee's additional contribution to the retirement plan up to a maximum in total of 6% of regular base salary.

### Example 1:

Employer contribution: 3%

Employee contribution: 4%

Employer match at 50%:  $4\% \times 0.5$  (not to exceed an additional 3%) = 2%

Total employer contribution: 5%

Total contribution combined (employer/employee): 9%

### Example 2:

Employer contribution: 3%

Employee contribution: 9%

Employer match at 50%:  $9\% \times 0.5$  (not to exceed an additional 3%) = 3% (maximum)

Total employer contribution: 6% (maximum)

Total contribution combined (employer/employee): 15%

## 14.3 Continuing Education

To ensure that District employees have the opportunity to keep abreast of changes in the dynamic health care field, the District offers various in-service programs. Employees will be made aware of these continuing education programs by their supervisors or HR Manager.

Regular Full-Time employees will be compensated a designated number of hours per year for continuing education, according to classification and work schedule. Paramedics will be paid for a maximum of 24

continuing education hours per year. EMTs will be paid for a maximum of 12 continuing education hours per year.

All payment for continuing education hours will be made at the employee's regular rate of pay. No overtime shall be paid for continuing education hours. Payment for continuing education hours shall be made only for hours actually spent in a classroom (or the equivalent). The District reserves the right to reject requests for continuing education attendance during on-duty hours and/or reimbursement where the continuing education is not within the employee's scope of employment.

No payment for continuing education shall be made where the continuing education activity takes place while the employee is acting in a paid status by a different employer. Time spent by an employee acting as a preceptor shall not be separately compensated as continuing education. No continuing education shall be reimbursed unless the employee submits the request for reimbursement within sixty (60) days of the date of the continuing education course and, further, submits a valid continuing education certificate. All requests for continuing education must be preapproved by the CEO or CEO's designee. Regular Full-Time employees will be compensated for mandatory in-service and training programs.

#### 14.4 Employee Assistance Program (EAP)

- A. The District will establish, maintain and pay one hundred percent (100%) of the plan premium for EAP.
- B. FT and PT employees shall have access to a critical incident stress debriefing service (CISD) through Stanislaus County for which District will pay any costs. The District will allow shift relief for any employee requesting CISD as soon as practical or as soon as the system allows.
- C. The District will allow emergency shift relief, for the following reasons, with supervisor approval:  
For example;
  - 1. Family illness or injury, as defined by FMLA or CFRA;
  - 2. Employee illness or injury;
  - 3. To attend a CISD, with confirmation by a CISD team member. Employees will not suffer any wage loss for any work related CISD debriefing.
- D. Any employee requesting relief under this section will forfeit any remaining hours/pay on the scheduled shift he/she requests relief from unless the relief is for an approved CISD or an injury sustained on the job.

## ARTICLE 15: ORIENTATION AND MEETINGS

### 15.1 Orientation

All new employees will be provided with paid orientation up to thirty (30) minutes. This orientation may include supervised shifts.

## 15.2 Mandatory Meetings

The District has the right to call meetings that all employees are required to attend. It is understood that employees will be paid for these meetings at their regular rate of pay including overtime for all time spent at a mandatory District meeting.

The District will schedule at least two dates and times for any such mandated meetings and will provide at least three (3) weeks of notice to all employees. Failure to attend mandatory District meetings could lead to disciplinary action, except in the case where an employee's regular full-time job does not allow attendance.

## ARTICLE 16: UNIFORMS

### 16.1 Uniforms

All FT and PT employees shall wear the uniform provided by the District while on duty. Clothing items shall be properly sized for the particular employee. Uniforms shall contain all appropriate county and District patches and/or identification, which shall be sewn or appropriately affixed to the uniform. The District may prohibit unauthorized buttons, patches, or pins from being worn on the uniform (other than legally permissible union insignia). Dressing down while in the station, performing station duties, or during sleep periods is allowed as long as it does not interfere with response time standards. Employees are prohibited to wear District uniforms while not on duty or while performing non-employer related business.

### 16.2 Replacement of Worn/Damaged Uniform Components

With District's approval, PT employees will have worn/damaged uniform components replaced at no charge upon return of the worn/damaged items to the District.

FT employees will have uniform components that are damaged while on duty will be replaced at no charge upon return of the damaged items to the District. (Worn uniform items for FT employees are covered under Article 16.4.)

### 16.3 Uniforms Provided

FT employees shall be provided with the following uniform components:

- 2 Uniform shirts – class B (Button-up)
- 2 Uniform shirts – class C (Polo-style)
- 4 Uniform pants
- 1 3-piece jacket with hood
- 1 Name tag
- 1 District badge
- 1 Leather belt and gold-colored buckle

PT employees shall be provided with the following uniform components:

- 1 Uniform shirt – class B (Button-up)
- 1 Uniform shirt – class C (Polo-style)
- 2 Uniform pants
- 1 3-piece jacket with hood
- 1 Name tag
- 1 District badge

1 Leather belt and gold-colored buckle

#### 16.4 Uniform Maintenance Allowance

FT employees who have been designated as such by the District will be provided a uniform allowance annually of \$600 payable in two payments bi-annually as payroll. This allowance is to be used for replacement of worn uniform components and cleaning/laundrying of uniforms.

#### 16.5 Return of Uniforms

It is agreed that all uniforms or equipment provided by the District must be returned by the employee upon separation or at the request of the District. Employees may be required to sign a written authorization allowing the District to deduct from the employee's final paycheck the cost of District-provided uniforms and equipment, in the event the employee fails to return upon separation from employment. The authorization shall disclose the value of the items furnished. The amount deducted for District-provided uniforms and equipment shall take into consideration normal wear and tear.

#### 16.6 Employee Appearance

The District has the right to establish and maintain standards concerning personal grooming and appearance and the wearing of uniforms and accessories while on duty.

### ARTICLE 17: OPERATIONAL POLICIES, PROCEDURES, AND WORK RULES

District rules and regulations shall be made available to employees for their benefit and understanding. Any modifications of these rules and regulations by the District shall be provided to employees and the Union before they are enforced. All notifications of changes in District rules or regulations will be provided to the Union and to employees at least two (2) weeks prior to implementation, unless mandated by State or County Authority for immediate implementation. The Union shall be provided with an opportunity to discuss changes to operational policies, procedures and work rules that affect wages, hours and working conditions of bargaining unit employees.

### ARTICLE 18: MISCELLANEOUS

#### 18.1 Outside Employment

Outside employment shall be in accordance with applicable laws and regulations. Employees may hold outside jobs as long as they meet the performance standards of the District. Employees holding outside jobs will be held to the same performance standards as other employees and will be subject to the District's scheduling demands, regardless of any existing outside work requirements.

Employees shall not receive any income or material gain from individuals outside the District for materials produced or services rendered while performing job duties for the District. Employees may not work for another company while they are being paid to work for the District. The District will not provide workers' compensation coverage or any other benefit for injury occurring from or arising out of outside employment.

## 18.2 Time Cards

Employees will be required to document all hours worked, days off duty, shift reliefs, bereavement leave and sick days for each day of the work week on a District provided time card. Personnel will only be paid for hours on the time card which are correct. Any time cards that are not signed, filled out correctly, or are late will be returned for correction by the employee. If a discrepancy occurs, the Supervisor will make an effort to contact the employee for correction.

## 18.3 Contactability

The Union recognizes the District needs to be able to contact all employees and agrees that all bargaining unit members will supply the District with a reliable method of contact. This method shall include, but is not limited to, a home phone number, for reasons such as; overtime, shift/station changes or other needed contacts. The District will only be responsible for attempting to contact an employee at the primary contact number they have given. It is also understood that all Employees are responsible for giving any changes in their contact number to management in writing.

## 18.4 Station Duties

Other than daily cleaning, occasional watering and minor maintenance, all major maintenance of the property will be the responsibility of the District.

# ARTICLE 19: MAINTENANCE OF STANDARDS

## 19.1 Laws and Ordinances

Nothing herein shall be understood as requiring the District to perform any acts in violation of any Federal, State Law, or any County or City ordinance, present or future. All employees will be required to comply with the California Vehicle Code as relates to Ambulance Regulation.

## 19.2 Licensing / Certifications

All employees required to hold any license, certificate or certification, in order to perform their job responsibilities, are solely responsible for maintaining such license, certificate or certification in current, valid status. Failure to maintain the following items including the County Required certifications will result in immediate removal from the work schedule: Subject to change with any new State or County Mandates.

- County Certification
- CPR Card
- California Driver's License (Field personnel only)
- Ambulance Driver's License (Field personnel only)
- Medical Examiner's Certification (Field only)
- EMT or Paramedic certification/license

Failure to provide any of the above items or proof of completion within thirty (30) days after its expiration date will result in disciplinary action. The County-required certifications as listed in the employee job descriptions must be renewed within thirty (30) days after the expiration. Failure to renew the certifications within thirty (30) days after the expiration date will result in disciplinary action. If the employee works without a required certificate/license, they will be subject to termination.

QUALIFICATIONS:

1. Valid MVEMS county EMT-B, or EMT-P accreditation.
2. Valid California State EMT-B, or EMT-P certification.
3. Valid ACLS card.
4. Valid BTLS/PHTLS card.
5. Valid Basic Cardiac Life Support Card.
6. Valid PEPP / PALS.
7. Current Ambulance Driver's Certificate from the California Department of Motor Vehicles.
8. Current Class "C" California Driver's License.
9. Current Medical Certificate issues by the California Department of Motor Vehicles.
10. Not disqualified under the California Penal Code 1203.4 or 1203.4(a).

### 19.3 Equipment Responsibilities / Job Duties

The ambulance business, which is a public service operating on a twenty-four (24) hour basis, requires the performance of certain duties which can vary by location and are reflected in employee job descriptions.

Both crew members shall be responsible for the ambulance while on duty and shall endeavor to maintain and be reasonably responsible for good public relations. Any employee shall be reimbursed for all necessary authorized expenses paid on behalf of the District upon presentation of received bills or other proof of payment.

No employee shall be required to do any mechanical work on any of the cars (except for vehicle checks as outlined in the company handbook) and equipment, but shall be obligated to maintain medical equipment and vehicles that are licensed for transportation of the sick and injured and owned and/or operated by the District, such as cleaning, dusting and washing.

## ARTICLE 20: MANAGEMENT RIGHTS

### 20.1 Management Rights

The right to manage and direct the operations of the District, including the right to establish operating policies, rules and procedures, hire, promote, transfer, layoff, discipline, dismiss or discharge employees for just cause, create new classifications of employment, assign work or perform any other lawful function whatsoever pursuant to the laws of the State of California shall remain exclusively the right of the District, unless modified by this agreement.

## ARTICLE 21: SEPARABILITY

### 21.1 Separability

Nothing in this agreement shall be understood as requiring the District to perform any acts in violation of any federal, state or local laws or ordinances, present or future. If any provision of the agreement or the application of such provisions to any person or circumstance is ruled contrary to law by any federal or state court or duly authorized agency, or rendered invalid by subsequent legislative enactment, the remainder of this agreement shall not be affected thereby. In such event, the District and the Union shall meet and confer for the purpose of negotiating legal substitute provisions.



## ARTICLE 22: TERM OF AGREEMENT

### 22.1 Term of Agreement

This Agreement shall be effective as of March 31, 2015 and shall remain in full force and effect through and including March 30, 2016 and shall continue in full force and effect from year to year thereafter, unless notice of desire to amend or modify the agreement is served in writing by either party upon the other at least ninety (90) but no more than one hundred fifty (150) days prior to the expiration date.

## ARTICLE 23: ZIPPER CLAUSE

### 23.1 Zipper Clause

This agreement is complete in writing and excludes all matters from further negotiations for the duration of this agreement, whether or not previously mentioned, and except as specifically provided to the contrary herein. Further, this agreement shall not be amended, changed, altered, or qualified except by an instrument in writing duly signed by the parties' signatory hereto.

### EXECUTION:

For USW TEMSA Local 12911

For The Del Puerto Health Care District

Date:

Date:

\_\_\_\_\_  
Leo W. Gerard, International President

\_\_\_\_\_  
Anne Stokman, President of the Board

Date:

Date:

\_\_\_\_\_  
Stan Johnson, International Sec/Treasurer

\_\_\_\_\_  
Paul Willette, Ambulance Director

Date:

Date:

\_\_\_\_\_  
Thomas Conway, VP Administration

\_\_\_\_\_  
David Ritchie, Chief Negotiator

Date:

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Fred Redmond, VP Human Affairs

Date:

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John Sola, Negotiations Team Member

Date:

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Robert LaVenture, Director, District 12

Date:

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Ron Espinoza, Sub District Director

Date:

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Fernando Mirelez, Staff Representative

Date:

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Lee Almeida, Local 12911, Vice-President

Date:

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Sean Mangskau, Committeeperson

Date:

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Sanford Perreira, Committeeperson

APPENDIX "A" – Wage Scale

<b>EMT FullTime</b>	
Step 1	\$ 11.78
Step 2	\$ 12.13
Step 3	\$ 12.50
Step 4	\$ 12.88
Step 5	\$ 13.27
Step 6	\$ 13.66
Step 7	\$ 14.07
Step 8	\$ 14.49

<b>EMT Part Time</b>	
Step 1	\$ 12.96
Step 2	\$ 13.35
Step 3	\$ 13.75
Step 4	\$ 14.16
Step 5	\$ 14.59
Step 6	\$ 15.02
Step 7	\$ 15.48
Step 8	\$ 15.94

<b>Paramedic FullTime</b>	
Step 1	\$ 14.48
Step 2	\$ 14.91
Step 3	\$ 15.36
Step 4	\$ 15.82
Step 5	\$ 16.29
Step 6	\$ 16.79
Step 7	\$ 17.29
Step 8	\$ 17.81

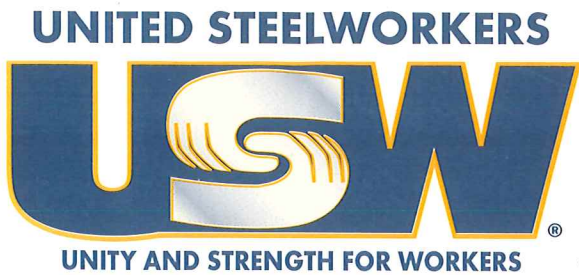
<b>Paramedic Part Time</b>	
Step 1	\$ 15.93
Step 2	\$ 16.41
Step 3	\$ 16.89
Step 4	\$ 17.40
Step 5	\$ 17.92
Step 6	\$ 18.47
Step 7	\$ 19.02
Step 8	\$ 19.59

## APPENDIX “B” – Pay Step Adjustment

Employee Name	Hire Date	Status	PDA Years	Exp Yrs at Hire	EMS level	Current Pay step	Years Adjust	Exp Adjust	Step Adjust	NET Change
Abley, Paul	9/9/2003	PT	11.068	10.00	E	4/5	5.534	4.00	8	3
Arriola, Daniel	2/21/2012	PT	2.611	0.50	E	2	1.305	0.25	2	0
Arriola, Leonardo	5/27/2014	PT	0.348	2.00	E	2	0.174	1.00	2	0
Boschi, Clay	5/27/2014	PT	0.348	2.00	p	2	0.174	1.00	2	0
Breasher, Alex	2/21/2012	PT	2.611	1.00	p	1	1.305	0.50	2	1
Brown, Jared	2/21/2014	PT	0.608	2.00	E	2	0.304	1.00	2	0
Butler, Joe	11/29/2000	PT	13.847	1.00	p	8	6.923	0.50	8	0
Coelho, Chuck	2/21/2012	PT	2.611	15.00	p	7	1.305	4.00	6	-1
Denton, Marshall	5/27/2014	PT	0.348	10.00	p	2	0.174	4.00	5	3
Fannon, Stacy	5/7/2014	PT	0.403	4.00	E	3	0.201	2.00	3	0
Flannery, Dennis	12/3/2002	FT2	11.836	11.00	p	6/7	5.918	4.00	8	1
Flannery, Erin	6/17/2009	PT	5.293	0.50	E	4/5	2.647	0.25	3	-2
Franks, Evan	2/21/2012	PT	2.611	1.00	p	2	1.305	0.50	2	0
Greunke, Marty	5/7/2014	PT	0.403	0.50	p	1	0.201	0.25	1	0
Harrington, Steve	11/1/2006	PT	7.921	5.00	p	1/2	3.960	2.50	7	5
Hohl, David	1/8/1996	FT2	18.742	2.00	p	8	9.371	1.00	8	0
Hudson, Chris	9/28/2004	PT	10.014	0.50	p	3	5.007	0.25	6	3
Lima, Brandon	7/10/2007	PT	7.233	0.50	p	2/3	3.616	0.25	4	1
MacAuley, Kevin	2/21/2012	PT	2.611	0.50	p	1	1.305	0.25	2	1
Mangskau, Sean	9/4/2003	FT	11.082	2.00	p	2	5.541	1.00	7	5
Mclaughlin, Mike	9/28/2004	PT	10.014	0.50	E	2	5.007	0.25	6	4
Nelson, Kirsten	10/10/2014	FT	0.025	8.00	E	6	0.012	4.00	5	-1
Nichols, Brenda	5/7/2014	PT	0.403	16.00	p	4	0.201	4.00	5	1
Perreira, Sanford	5/28/2008	FT	6.348	2.00	p	3/4	3.174	1.00	5	1
Phillips, Steve	5/28/2008	FT	6.348	8.00	E	6/7	3.174	4.00	8	1
Priola, Chris	5/28/2008	PT	6.348	0.50	E	3/4	3.174	0.25	4	0
Saunders, Glen	9/04/2003	PT	11.082	0.50	E	1/2	5.541	0.25	6	4
Schulke, Jake	6/15/2010	PT	4.299	4.00	P	3	2.149	2.00	5	2
Scott, Josh	5/27/2014	PT	0.348	0.50	P	1	0.174	0.25	1	0
Silva, Briann	6/17/2009	FT	5.293	2.00	p	2	2.647	1	4	2
Skinner, Michael	11/29/2000	PT	13.847	15.00	p	8	6.923	4	8	0
Sorci, Jon	10/26/2005	PT	8.937	0.50	p	3	4.468	0.25	5	2
Stoltz, Delya	5/11/2006	FT	8.397	0.50	p	3/4	4.199	0.25	5	1
Sullivan, Scott	6/15/2010	PT	4.299	2.00	p	3/4	2.149	1	4	0
Thompson, Eddie	7/23/2003	PT	11.200	0.50	E	5	5.600	0.25	6	1
Valdovinos, Lori	2/21/2012	PT	2.611	8.00	E	5	1.305	4	6	1
Vargas, Robert	12/31/2002	PT	11.759	12.00	p	4/5	5.879	4	8	3
Vizcaino Sr, Eddie	11/11/1997	PT	16.899	0.50	p	4/5	8.449	0.25	8	3
Walters, Herlinda	5/7/2014	PT	0.403	4.00	E	3	0.201	2	3	0
Zenger, Casey	5/7/2014	PT	0.403	4.00	p	2	0.201	2	3	1
Ziehm, Matt	7/10/2007	PT	7.233	0.50	E	3/4	3.616	0.25	4	0

APPENDIX “C” – PTO Accrual Schedule C

Schedule C			
Paid Time Off (PTO)	Annually (Hours)	Per Pay Period	
1-4 yrs continuous employment	294	11.30	
5-8 yrs continuous employment	354	13.62	
9-12 yrs continuous employment	414	15.92	
13 + yrs continuous employment	474	18.23	
Extended Sick Time (EST)			Wellness Hours
0-240 hours in EST account	90	3.462	
*241-360 hours in EST account	75	2.885	.577
*361-420(maximum) in EST account	45	1.731	1.145



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**District 12**

**Robert LaVenture**  
District Director

**Chris Youngmark**  
Assistant to the Director

**Ron Espinoza**  
Sub-District Director

**MEMORANDUM**

*November 3, 2016*

*TO: Karin Hennings*

*FROM: Yolanda Morales, AA*

*SUBJECT: Del Puerto Health Care District, LU 675 – Signature page*

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*Attached is a completed signature page for the above referenced Agreement.*

*Encls*



IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Approved this 9th day of Mrch, 2015.

For the Employer,  
Del Puerto Health Care District



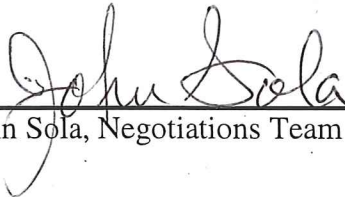
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Anne Stokman, President of the Board



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Paul Willette, Ambulance Director



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Dave Ritchie, Chief Negotiator



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John Sola, Negotiations Team Member

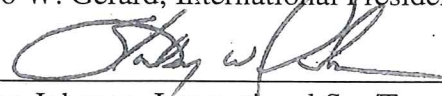
Dated:

  
  
\_\_\_\_\_

For The Union  
United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial  
And Service Workers International Union



\_\_\_\_\_  
Leo W. Gerard, International President



\_\_\_\_\_  
Stan Johnson, International Sec/Treasurer



\_\_\_\_\_  
Thomas Conway, VP Administration



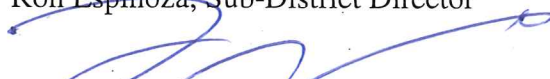
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Fred Redmond, VP Human Affairs



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Robert LaVenture, Director, District 12



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Ron Espinoza, Sub-District Director



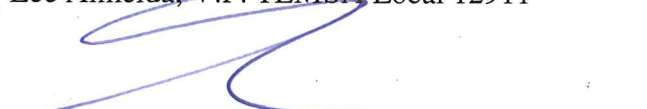
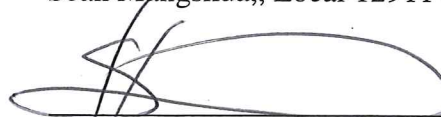
\_\_\_\_\_  
Fernando Mirelez, Staff Representative



\_\_\_\_\_  
Robert Easter, President, TEMSA Local 12911



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Lee Almeida, V.P. TEMSA Local 12911

  
\_\_\_\_\_  
Sean Mangskua,, Local 12911 Committeeperson

\_\_\_\_\_  
Sanford Perreira, Local 12911 Committeeperson