

Collective Bargaining Agreement

Medic Ambulance Service – Sonoma County Operations (SCFD-EMS)



and

**Professional EMS Responders of Sonoma County
International Association of Firefighters (IAFF) Local 1401**



**June 10, 2023 – January 8th, 2028
(Amended for new EOA Jan 2024)**

ARTICLE 1: RECOGNITION AND SCOPE

Section 1.00 Recognition and Scope of Agreement

The Employer recognizes the Union as the exclusive bargaining agent for all employees included in the following certified bargaining unit: All full-time and part-time Paramedics, Emergency Medical Technicians (EMTs), and SSTs employed by the Employer and who are working at or out of its facilities located in Sonoma County, California; excluding all professional, administrative, confidential employees, managerial employees and all other employees, guards and supervisors as defined in the Act.

Section 1.01 Relocation of Facilities

If any of the facilities listed in this Agreement are relocated to a different site within the same county serving the same or similar customers served from the previous site the provisions of this Agreement will remain in full affect for all relocated/transferred employees and all future hires that work in or out of the new site.

ARTICLE 2 UNION SECURITY

Section 2.00 New Employee/Termination Notice/Change of Status

Upon request, the Employer agrees to furnish the Union each month with the names of all newly hired employees covered by this Agreement, their address, classification, date of hire, status as full or part-time, and the name of any terminated employees and date of termination.

Section 2.01 Union Security/Agency Shop

As a condition of 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, and shall pay an amount equal to the Union's initiation fee and thereafter pay to the Union each month, directly 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.

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 relating to that calculation. Employees who fail to join the Union and/or fail to pay the monies required by this Agreement, upon written

request to the Employer from the Union, shall be discharged from employment. Upon request, the Union will show proof to the Employer evidence of attempts at collection from the employee before discharge or termination is required. The Union will reimburse the Employer for all costs for a discharged employee's Unemployment Insurance (UI) benefits pursuant to this section, if initiated by the union.

ARTICLE 3 UNION RIGHTS

Section 3.00 Union Stewards

The Employer recognizes the right of the Union to create and utilize a bargaining unit leadership structure (Unit officers) as it deems necessary. The Employer agrees that Stewards will not be retaliated against as a result of the fulfillment of their steward duties. The Union will provide to the Employer a listing identifying such officers, including Stewards, upon request. Officers shall not be recognized by the Employer until the Union has provided such notice. The Union will notify the Employer in writing within ten (10) calendar days when individuals leave Union officer positions. Stewards shall not allow their activities as Stewards to interfere with or disrupt the performance of their work or the work of any other employee. Employees called to an investigatory interview which may result in disciplinary action, shall have the right to secure Union representation during such meetings. If a Union representative is not available at that time, the meeting will be rescheduled when a Union representative is available. If the employer requests to meet with an employee and disciplinary action is not expected or contemplated by the employer, the employee is not entitled to union representation.

Section 3.01 Access of Union Representatives

A duly authorized representative of the Union shall be permitted upon 24 hours' notice to the employer to visit Employer's facilities to meet with employees on duty in order to conduct legitimate Union business. When visiting Employer's facilities, the Union representative or Union officer shall first inform a designated Employer representative of their arrival, conform to all safety requirements, conduct business in a manner not to interfere with work being performed, and notify a designated employer representative of their departure. Union representatives shall not conduct Union business on any customer premises, provided, however, that if in connection with an investigatory matter pursuant to an active grievance, the Union desires to contact a customer representative, the Union shall provide Employer with the name of such person and a description of the information sought, and Employer shall use reasonable efforts to get permission from the customer representative for Union to initiate contact. If the customer representative refuses, the Union agrees not to contact customer representative without first obtaining a subpoena.

Section 3.02 Bulletin Boards

The Union will provide the following at each Medic station:

A single bulletin board not exceeding 24" x 36" in size (in a style reasonably acceptable to Employer) One brochure rack next to bulletin board these items will be placed at a mutually agreed location easily visible to employees, for Union to post official Union business (on Union letterhead stationery or an official Local publication).

The space provided for such bulletin boards will be maintained by the Stewards and official Union representative(s), with the posting or removal of bulletins and publications to be handled only by the same, with a copy provided to the Employer at the time of posting.

Materials shall be posted upon the bulletin board space as designated and not upon walls, doors, windows, etc. The parties agree that bulletin boards will not be utilized for purposes of disparaging either party. The Employer may request that the Union immediately remove (within 24 hours) posted literature or materials that do not, in its judgment, meet these criteria and such materials shall be removed and not be re-posted pending resolution by the Union and Employer. The parties shall review and discuss any such removed materials before the issue proceeding to the grievance procedure set forth herein.

Section 3.03 Employee Notification of Union

The Union will be permitted up to thirty (30) minutes to attend the new hire classes to make a presentation to new employees. The Union will be provided notice as soon as possible of the new hire class.

Employer will allow members to attend monthly union meetings while on duty, when operationally possible.

Union dues shall be removed directly out of each employee's paycheck, at an amount for each employee dictated by the union and placed into a bank account designated by the union. *There will be an administrative fee @ 2.5% for all gross dues collected, that will be deducted prior to bank transfer.*

ARTICLE 4 JUST CAUSE AND PROGRESSIVE DISCIPLINARY ACTION/DISCHARGE

Section 4.00 Reasons for Corrective Action and Discharge

The Employer reserves the right to issue corrective action up to discharge of employees for just cause for any of the actions while on duty; including but not limited to the following below:

- Breach of fiduciary duty
- Drunkenness.
- Gross negligence.
- Substance abuse.
- Fighting or horseplay.
- Selling, transporting or the use of illegal drugs.
- Insubordination.
- Refusal or failure to respond to a call as directed by Dispatch or supervisor.
- Gambling.
- Any unlawful or illegal act while on duty or conducted on company premises.
- Possession of a firearm while on duty or on company property.
- Failure to comply with or deviation from System Status plan, including delayed responses.
- Theft.
- Loss of permits or certifications required by the county, state, or company.
- Sexual or any other kind of harassment.
- Failure to maintain communication with dispatch i.e. not carrying the radio while away from the ambulance.
- Failure to complete paperwork by end of shift.
- Dishonesty, including, but not limited to; timecards, PCR's and any medical record.
- Placing a unit in service without all required equipment.

Section 4.01 Procedure

The Employer reserves the right to issue correction action, up to and including discharge, based on just cause and the circumstances of each case. Serious or repeated like offenses may call for corrective action commensurate with the offense or totality of the circumstances and not necessarily based upon the premise of progressive corrective action. The employer shall make every attempt to follow the progressive discipline process, starting with verbal warning, written warning, suspension, discharge.

Section 4.02 Corrective Action Notices

The Employer shall serve a employee in person or verbally followed up with written or electronic communications by a member of management 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. A union representative can be utilized by employee if requested before answering any questions pertaining to an investigation. The notice shall provide language that the employee's signature is only an acknowledgement of receipt. The Employee or the Union through its steward shall be entitled to contest any such action served upon an employee by the Employer referenced in this Article by filing a written grievance at Step 1 in accordance with the grievance procedure contained in Article 5 of this Agreement.

Section 4.03 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:

Verbal warnings 6 months from date of discipline

Written warnings 12 months from date of discipline

Suspension 18 months from date of discipline

Section 4.04 Disclosure

In the event the Employer serves a notice to or discharges an employee in compliance with this Article, the Employer will, upon request of the employee or the Union, provide to the Union copies of any documents or written statements relied upon by the Employer as a basis for its action. If any of the documentation or written statements contains material deemed to be confidential per HIPAA the confidential information shall be redacted prior to providing such information to the Union. Such information must be produced within ten (10) calendar days from the Union's request.

If the employee or Union choose to contest any discharge or discipline it must pursue the matter through the grievance procedure outlined in this Agreement.

Section 4.05 Time Limits

To be valid, written corrective action notices and discharges must be issued to the affected employee within twenty-one (21) calendar days after the Employer became aware of the alleged conduct claimed as the basis for the disciplinary action. The time limit for issuing corrective action and discharge notices may be extended with the mutual agreement of the parties on a case-by case basis when delayed by the involvement of state or local law enforcement or state or local EMS agencies, or the employee or key witnesses are unavailable. The Employer must notify the Union in writing of any ongoing investigation and/or any requested extension of the time limit prior to the expiration of the twenty-one (21) calendar day period and the specific reason(s) for the extension.

Section 4.06 Non-Precedent Setting Action

Provided that Employer's actions are not arbitrary or capricious, in the event Employer elects not to discharge or suspend an employee where grounds for discharge or suspension exist, such action shall not be precedent setting except upon mutual agreement of the parties.

Section 4.07 Employee Copies Disciplinary Notices

Upon request, If not previously provided, the Employer agrees to provide the Union copies of all disciplinary notices within five (5) business days after issuance. In the event of any suspension or termination, the employee will be given the reason at the time of suspension or termination. If the employee is available, the Employer will meet with the employee to discuss the circumstances leading to the decision to suspend or terminate the employee. The Employer agrees to provide language on the disciplinary notice form to the effect that employee's signature is only on acknowledgement of receipt. The Employer and Union will encourage employees to sign disciplinary notices. Should the employee refuse to sign, a supervisor's signature will serve as evidence that the employee did receive the disciplinary notice.

All notices will personally be given to the employee by management. If the employee calls off work, then the time for providing the notice will be automatically extended until the employee returns to work and completes two shifts.

Section 4.08 Administrative Leave

The Employer may place employees on an unpaid administrative leave pending investigation into allegations of serious misconduct that could lead to corrective action of a multi-day suspension or greater. 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. Upon request from the Union, the Employer shall provide the Union with a copy of the written notice within twenty-four (24) hours. Employees shall be allowed to use one-half (1/2) of available accrued paid time off (PTO) while on administrative leave solely at the employee's option. However, employees placed on administrative leave following suspension of their clinical privileges by the State or Local EMS Agency or following an arrest for alleged serious criminal misconduct (felony) may be continued on unpaid administrative leave until completion of the EMS Agency or criminal proceedings. At the conclusion of the administrative leave, employees shall be returned to their regular assignments and/or served with notice of corrective action. If no corrective action is initiated, employees shall be fully reimbursed for all lost PTO and/or pay while on administrative leave. If less punitive corrective action is initiated, employees shall be reimbursed for the difference between any lost PTO and/or pay and the corrective action. Employees may grieve the corrective action as provided in this Agreement including the loss of PTO and/or pay while on administrative leave.

Section 4.09 – Employer Rules

Company rules and regulations shall be made available to each employee for their benefit and understanding. Any modification of these rules and regulations by the Company shall be provided to the Union so the Company and Union can meet to discuss before implementation and enforcement.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.00 Grievance Defined

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 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. The Company and Union are committed to written responses in a timely manner as outlined below. All disputes regarding missed meal or rest periods will be resolved through the grievance procedure.

Section 5.01 Informal Efforts to Resolve

Employees should attempt to resolve problems informally with their immediate supervisor before resorting to the grievance procedure. Likewise, the Employer should attempt to resolve problems informally with a Union representative before resorting to the grievance procedure. Any agreement reached by and between an employee and his or her supervisor will be on a non-precedent settlement basis.

Section 5.02 Grievance Filing

If informal efforts to resolve the grievance have failed, and the matter is not resolved, the dispute must be reduced to writing and presented in the form of a grievance within fifteen (15) calendar days of when the filing party knew or reasonably should have known of an occurrence giving rise to the grievance.

Section 5.03 Grievance Procedure Outline

Step One

Either Party shall submit the Grievance in writing to the other party (Administrator or designee for the employer/Employee, Field Representative or designee for the Union) within fifteen (15) calendar days of the occurrence giving rise to the dispute or grievance. Within fifteen (15) calendar days of receipt of the grievance notice, a Step 1 meeting shall be scheduled. The recipient of the grievance or designee will give their answer in writing within fifteen (15) calendar days after such meeting. Grievances resolved at this step shall not be precedent setting.

“Occurrence” is the date when the grievant learned of the event that is subject of the grievance or the effective date of discipline or discharge.

“Meeting” shall be defined as either an in-person meeting, or if mutually agreeable, via telephone conference or virtual.

Step Two

If the procedure in Step One fails to resolve the grievance, then the grievance shall be submitted to the Employer or Union Representative (President or designee for the employer/Shop President or designee for the Union) within seven (7) calendar days of receipt of the Step One denial. The parties shall schedule a meeting within seven (7) calendar days. The receipt of the grievance shall respond, in writing, within seven (7) calendar days from the date of the Step 2 meeting. Upon mutual agreement, the parties may move to non-binding mediation through the FMCS prior to moving to arbitration.

Step Three

In case of failure of the parties to settle the grievance at Step Two the party filing the request shall be entitled to request that the grievance be referred to arbitration or Federal Mediator within ten (10) calendar days from the receipt of the Step Two response and shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within ten (10) calendar days from the receipt of the list from FMCS, the parties shall select an arbitrator by the process of alternately striking names from such list. The party to strike such names shall be on a rotating basis. The arbitrator’s decision shall be final and binding on the Employer, the Union, and the employee(s) involved. The cost of the arbitrator and any recording fees (court reporter) shall be shared equally between the parties.

The arbitrator or Federal Mediator shall have no power to add to, or subtract from, or otherwise modify any provision of this Agreement.

Section 5.04 Time Limits

By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended, and this extension must be confirmed in writing within the specified time limits. In the event either party fails to respond to the grievance within the time limits specified, the grievance shall be resolved based on the opposing party’s last stated position without setting precedent.

Section 5.05 Participants

The Employer/Union agrees that the grievant shall be allowed to participate in all steps of the dispute procedure. The parties agree to exercise their best efforts to arrange grievance meetings which accommodate the schedule of all participants.

ARTICLE 6 PROBATION

Section 6.00 Full Time/Part Time Probation

The first 1000 hours following COMPLETION OF training are considered a probationary period for all full-time employees. The first 600 hours of employment are considered a probationary period for all part-time employees. To ensure proper knowledge and skills, employees may be evaluated at various times throughout their probationary period. The Employer reserves the right to discharge employees at any time during the probationary period with or without just cause, and such action is not subject to the grievance procedure. An employee's probation period may be extended by the Employer. Where applicable, all new employees will be eligible to receive all benefits provided under the collective bargaining agreement.

Section 6.01 Promotion Evaluation Period

Employees who change job classifications shall be placed on a six (6) month "Promotion Evaluation Period and will be required to perform the new job to the Employer's expectations. These promoted employees who fail to meet the expectations of the Employer will be returned to their former position and rate of pay (including any applicable contractual pay changes and seniority accrual.

ARTICLE 7 EDUCATION AND TRAINING

Section 7.00 Licensing/Qualifications

Employees are required by the State or County to possess and maintain any licenses certificates, and/or accreditations in the performance of their job responsibilities. Employees shall be solely responsible to maintain said licenses, certificates, and county accreditations in a current and valid status, and have originals or clear legible copies of licenses, certificates, and county accreditations on their person at all times while on duty. The Employer shall reimburse all full time and part time employees who have completed 1040 hours in a rolling 12-month period, the full cost to renew the appropriate license, certificate, and accreditation required by the State or County for the performance of their job responsibilities. The Employer shall reimburse provided such reimbursement requests are submitted within seven (7) business days from the date which the employee paid such fee(s). New full-time employees shall be reimbursed for certifications after one year of full-time service.

It is the sole responsibility of each individual employee to ensure that all licenses, certificates, and/or accreditations are to be always maintained and in the employee's possession while on duty. Failure to maintain a valid license, certificate and accreditation will result in disciplinary action, up to, and including termination.

The Employer shall provide continuing education units for all mandatory job-related training.

Section 7.01 Paramedic Continuing Education

All paramedics shall be entitled to attend CE training equal to twenty-four (24) hours per calendar year while off duty. Employer provided CE training will be made available to all employees and shall be given priority over outside providers where the subject of such training is the same.

Should the state or county require additional hours of continuing training education, the employer will provide such training

Section 7.02 Paramedic Re-certification and Re-License Fees

The items listed in section B. below may be required to maintain paramedic accreditation. The Employer will provide each required item at no charge or reimburse employees the fee paid, upon verification of a passing score or certificate of completion and presentation of receipt of payment.

If the Employer provides any of, or subsequently sponsors the following training within the six (6) months preceding the expiration date of a license or certification and an employee elects not to participate, then they will remain responsible for payment of all required fees for the following:

Basic Cardiac Life Support (CPR)

Any other license/certification required by the County or State.

Section 7.03 EMT Re-certification

All EMT's shall be entitled to attend employer provided CE training for up to twelve (12) hours per calendar year. Should the state or county require additional hours of continuing training education, the employer will provide such training. If the Employer provides any of, or subsequently sponsors the required training within the six (6) months preceding the expiration date of a license or certification in the training and an employee elects not to participate, then they will remain responsible for the payment of all required fees.

Section 7.04 Trainee Progress

Employees who serve as FTOs shall report the progress of trainees to the Quality Assurance Manager at the conclusion of trainee's final shift in order to evaluate the trainee's performance and whether the trainee's FTO period will be extended. Employees who serve as FTOs shall be paid an additional two dollars and fifty cents (\$2.50) for Paramedics and two dollars (\$2.00) for EMTs per hour for all hours worked. To remain in paid FTO status, employees must be and remain in full compliance with all terms and conditions in FTO Policy 201.08.01. Under no circumstances shall employees be required to pay for any Employer provided or sponsored class(es) and no full-time employees shall be required to pay for certification card(s).

Section 7.05 Emergency Vehicle Operations Course (“EVOC”) or Coaching the Emergency Vehicle Operator (“CEVO”)

The Employer shall provide EVOC/CEVO or equivalent courses free of cost to the employees as it deems appropriate. Employees will be required to be in uniform for EVOC/CEVO or equivalent classes.

Section 8 Hours of Work

Section 8.01 Shift Bidding

- A. There will be a bid for full time shifts every six (6) months, such shift bids shall become effective each January and July.
- B. Shift Bid information shall be provided to the Union and Employees fourteen (14) calendar days in advance of bid day.
- C. Employees shall be entitled to bid on shift assignments in employee shift bid seniority order. Bids shall be awarded to the senior qualified employee within each classification.
- D. A union representative or union steward will be allowed to attend and observe all shift bids.

Section 8.02 Workweek Defined

The workweek shall be defined as beginning on Saturday and ending on the following Friday. Payroll is issued bi-weekly on Thursday for the pay period that ends on the previous Friday. All employees are encouraged to participate in the Direct Deposit pay program. This electronic deposit of funds produces a check stub instead of an actual check at each pay period via the online platform.

Section 8.03 – Rest Period/ Paid Meal Periods/ Preparations

A. Rest Periods

The Employer shall authorize and permit all employees working shifts of less than 24 hours will be allowed to take paid rest periods at a rate of ten (10) minutes for each four (4) hour period worked or major fraction thereof. A “major fraction” is considered anything more than two (2) hours. Due to the nature of the business, employees on a rest period may be interrupted for all calls or requests for service. If the Employer fails to provide an employee a rest period in accordance with these provisions, the Employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a rest period is not provided. Time at “post” will be considered as rest periods.

For employees working 24-hour shifts, “Down time” (Down time shall be interpreted as time on duty at a 24-hour station, comfort station, or post while not on an active call) will be considered as paid rest periods.

B. Meal Periods

1. Employees working a twenty-four (24) hour shift will be allowed three (3) paid meal periods consisting of thirty (30) minutes duration each.
2. Employees working shifts of less than twenty-four (24) hours in duration will be allowed one (1) thirty (30) minute paid meal period per each five (5) hour period or any portion thereof over three (3) hours. Meal periods shall be scheduled by the Employer on a first request basis subject to system status at the time of request. All meal periods are subject to interruption at any time due to System status Management requirements to ensure patient care is not jeopardized.
3. In the event an employee covered under this Agreement works two consecutive shifts the Employer shall authorize and permit such employee to receive an additional paid meal break immediately at the conclusion of the first shift.

C. Bathroom Breaks

1. Bathroom breaks shall not be unreasonably withheld; or be a cause for discipline.
2. The Employer shall provide reasonable access to bathroom facilities in close proximity to the Employees assigned location of work throughout all hours of the shift.

D. Elton Effect (To take effect January 16th, 2024 and is only applicable to 911 deployment units)

1. EMTs and Paramedics may clock in at least 15 minutes early and be paid for 15 minutes prior to the shift start time. Only 15 minutes pay is eligible under this process.
2. EMTs and Paramedics must use the 15 minutes for job related duties (Vehicle check out, etc.). Not working during the 15 minutes will result in forfeiture of the incentive.
3. EMTs and Paramedics who do not clock in 15 minutes prior will not be eligible for Early Clock In pay.
4. EMTs and Paramedics who clock in less than 15 minutes but prior to shift start time will not be subject to discipline.
5. EMTs and Paramedics who clock in after shift start time will be subject to normal disciplinary procedures.

E. Alpha Status

Medic will work with REDCOM to establish the following:

1. When a crew has 45 min left in their shift, and they are not the only unit covering, they are to be advised to fuel and return to quarters.
2. Dispatch is then to put the crew in Alpha Status, and will be second due for all calls.
3. Should a crew be in Alpha Status and the system changes and they are needed for a call or coverage they are to be used, and the on duty supervisor is to be notified.

Section 8.04 Section Sleep periods on duty

Employees working on a twenty-four (24) hour shift will be allowed an eight (8) hour paid sleep period. Paid sleep periods may be interrupted for the purpose of running a call and conducting duties within the employee's scope. In the event an employee is working longer than 24 consecutive hours, priority will be given to the employee's rest, when possible. Employees working on a twenty-four (24) hour shift are required to remain in full uniform (with the exception of footwear while in the station) during normal business hours (0800-1700).

Section 8.05 Maximum Consecutive Shifts

No employee shall be required to work more than two (2) consecutive shifts (except in cases of County declared disaster or emergency without a minimum break of eight (8) hours without mutual agreement between the Employee and Employer.

Section 8.06 Report in Pay

If an employee shows up for a regular scheduled shift (not an additional or overtime shift) and is unable to be utilized the Employee will have the following options:

1. Perform four (4) hours alternate work at regular pay rate, and if Employee desires, they may choose to use accrued compensated time off to recover remaining hours of shift;
2. Use accrued compensated time off to cover entire hours of shift;

The Employer agrees to provide six (6) hours advance notice of the cancellation of any prescheduled overtime if possible. If an employee is called back to the station within an hour after the end of their shift, they will be paid for actual time worked but no less than four (4) hours of pay, excluding the return of any company assigned or issued equipment.

Section 8.07 Mandatory Shifts

Should the employer be unable to meet its staffing requirement through its open shift or holdover process it shall have the right to mandate employees to work in accordance with paragraph "A" below.

Mandatory shifts shall be filled as follows:

A. In the event there is a mandatory call in by the Employer that is not filled through the Open Shift or Holdover process, the Employer shall utilize full-time employees on a rotating basis for mandatory call-in in order of reverse shift bid seniority subject to the following:

1. The Company agrees to use voluntary mandate prior to mandating employees to work. The voluntary mandate will be awarded by seniority. Voluntary mandates may be done greater than 48 hours.
2. Employees who are already scheduled for a shift assignment will be passed over.
3. Employees will be given a minimum of (72) hours' notice of mandatory assignment.
4. An employee that is on PTO, vacation, approved leaves of absence or has arranged for shift

relief shall not be subject to mandate on those days.

5. Employees shall have an 8-hour break before and after the mandated shift, unless mutually agreed upon by the Employee and Employer.

6. Mandated employees will receive two (2.0x) times ("Mandate Premium") based on their regular rate of pay to which the employee may be entitled, for all hours worked due to mandatory call-in. If a mandated employee can find shift relief for the mandated shift, the employee working the mandated shift shall receive the mandated pay premium. The original mandated employee will still be subject to their normal mandation schedule. Employee that is on PTO, vacation, approved leaves of absence or has arranged for shift relief shall not be subject to mandate on those days.

7. The entire mandatory shift must be worked in order in order to qualify.

8. An employee will not be mandated more than 4 times every two pay periods.

Section 8.08 Shift Trade

All Employees shall be entitled to trade shifts with other Employees. The Employer reserves the right to approve or deny shift trades in accordance with the following procedures:

1. All Shift trades shall be submitted via the employer's scheduling system, three (3) calendar days prior to the date of the requested trade date. Exceptions to this rule may be at the employer's discretion.
2. The Employer will respond in writing with an approval or denial to the Employees trade request via the employer's scheduling system, or its equivalent within forty-eight (48) hours after the Employer receives the shift trade request. Trades will be approved at the discretion of the Employer; such request shall not be unreasonably withheld.
3. Shift trades shall not result in additional labor costs to the Employer unless approved by management.
4. Shift trades shall not result in uncovered hours.
5. Shift trades will not be allowed for the purpose of avoiding discipline.
6. Employees will be held accountable for shifts they agree to cover.
7. Failure of an employee to show up for an agreed shift trade will be considered a no call / no show.
8. There is no limit on the number of shift trades allowed to an Employee, shift trades must be completed within the same pay week (from Saturday to the following Friday).

Section 8.09 Shift Substitutions

Full-time and part-time employees may be allowed shift substitutions in accordance with the following procedures:

"Substitutions" as described in this section, is defined as the securing of a qualified employee to fill an assigned shift without the assistance of the Employer which does not result in overtime

for the co-worker. Employer will respond to Shift Substitution requests within three (3) calendar days.

Shift Substitutions will not be approved if the request involves a shift after the current bid cycle. Shift Substitutions submitted less than 72 hours before the start of the shift may be approved or denied by the Manager.

Shift Substitutions shall not result in additional overtime costs to the Employer without prior approval. Employees will be held accountable for the shifts they agree to cover. The name of the employee whose name appears on the schedule is responsible for the shift. Failure of an employee to show up for an agreed shift substitution will be considered a no call / no show. All Shift Substitutions shall be in conformity with maximum consecutive shifts, unless approved by the Employer.

Shift Substitutions will be approved at the discretion of the Employer. Shift Substitutions will not be unreasonably denied. Shift Substitutions will not be allowed for the purpose of avoiding disciplinary action. A Shift Substitution must cover an entire shift. Substitutions that result in a lower level of certification will be presented to the Employer's designated scheduler and requires Management approval. Substitutions cannot be used in lieu of leaves of absence. PTO will be used unless hours for the week exceed 40.

Section 8.10 Filling Open Shifts

Available hours/shifts shall be defined as those hours/shifts, which are open. Available hours filled as follows:

- Part-time employees with less than 40 hours in a work week;
- Full time employees on the available list by seniority;
- Any employee willing to accept the shift;
- Any means available to the Employer (i.e., non-bargaining unit management personnel);
- Mandatory call back in reversed order of seniority.

Availability schedules shall be submitted 7 days after the schedule is posted.

Section 8.11 Filling Vacant Job Position(s)

In the event the Employer wishes to fill vacant positions they shall be filled subject to the following provisions: Positions declared vacant by the Employer shall be posted for five (5) calendar days. The resulting vacancy, if any, shall also be posted for five (5) calendar days. The most senior qualified employee applying for the posted vacant position shall be assigned to the vacancy.

Section 8.12 Overtime Defined

All Employees, will be paid one and one-half (1 ½) times their regular hourly rates for all hours worked more than forty (40) in a single workweek. Employees who regularly work a 12-hour shift and are reassigned to a twenty-four (24)- hour shift will be paid at the twelve (12) hour rate.

Section 8.13 Holdover

Should the potential for a mandatory holdover arise, every possible effort will be made by the on-duty supervisor or their designee to find voluntary coverage before a mandatory holdover is implemented. Except in circumstances beyond the control of the Employer (Such as but not limited to a County declared disaster) no employee will be held over longer than 2 hours without the employee's agreement.

Section 8.14 Part-Time requirements / Part-Time scheduling

1. Minimum monthly shift requirement shall be four shifts monthly or 48 hours in total- whichever is less.
2. Part-time availability required to be sent to management once per month, 7 days after schedule is posted.

Section 8.15 Unsafe Equipment

Employees who become aware of unsafe equipment must notify the on-duty supervisor. No employee will be subjected to corrective action for reporting a health and safety hazard.

ARTICLE 9 SENIORITY

Section 9.00 Seniority Defined

Full time employees will be defined as those employees regularly scheduled forty (40) hours or more per week.

Part time employees will be defined as those employees not regularly scheduled and work less than forty (40) hours per week.

Classification Seniority

Classification seniority for full-time employees shall be defined as the period of continuous service from the employees most recent date of hire into such full-time employees' current classification.

Anniversary Date

Anniversary date for employees covered by this Agreement shall be defined as the period of continuous service from the employees most recent date of hire with the Employer.

Seniority for employees who change job classifications shall remain unchanged for purposes of time-off accruals and benefits. For purposes of bidding, employee's job classification date will start at the time of entering the new classification.

Shift Bid Seniority Defined

Shift bid seniority accrual for Full-time employees will begin from the date of hire. Employees working part time shall accrue shift bid seniority at 50% of full rate. Part-time employees who become full-time employees will be given their part-time seniority towards their full-time shift bid seniority.

Wage Scale Seniority is defined in 14.00 of this agreement.

Section 9.01 Loss of Seniority

Employees will lose seniority rights upon resignation and/or discharge for just cause.

Section 9.02 Seniority Lists

The Employer shall maintain a list of all Employees covered by this agreement containing the Employees name, and hire date(s), both classification seniority and by anniversary date, if different than classification seniority date. upon request, The Employer shall provide a copy of the seniority list for both part-time and full-time employees to the Union. All decisions that are subject to seniority application will be made based on the most recent seniority list.

Section 9.03 Application of Seniority

An employee's seniority equal to their classification seniority shall be applied to personnel decisions, such as, but not limited to time-off accruals and benefits, etc. Shift bid seniority will be used for the purposes of shift bidding, filling of available shifts, assigning of mandatory shifts, and the scheduling of compensated time off. In the event of absorbing the former EOA provider workforce, seniority will be utilized from the predecessor agency for the newly hired members. The union and the employer will review all new employees to determine accuracy

and verification of submitted seniority. It is the intention of the union and the employer to recognize all seniority (Classification, wage scale, shift bid and anniversary) dates currently held by the former EOA workforce members. Incumbent workforce members will have until November 10th, 2023, to sign their job offer letter to transition to Medic for the start of the new contract and to begin the onboarding process.. After this date if a job offer hasn't been signed, union agrees incumbent workforce members will not maintain incumbent workforce job guarantee or protections afforded to them by RFP. Unions agrees it is in the best interest of the Public and the safety of our community to ensure Medic can properly prepare and staff the needed professionals required for the new Sonoma County EOA-1 ambulance contract starting January 2024.

ARTICLE 10 HOLIDAYS

Section 10.00 Designated Paid Holidays

The following days are designated paid holidays:

Cesar Chavez Day

New Year's Day

New Year's Eve for shifts starting 1400 hours or later.

President's Day

Memorial Day

Martin Luther King Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Christmas Eve for shifts starting 1400 hours or later.

All employee scheduled to perform work on a designated holiday must report for duty at their assigned station unless they have requested and received prior authorization from their supervisor to do otherwise.

Section 10.01 Holiday Pay

Employees working on a designated Holiday in Section 11.00 of this Article shall be paid 1.5 times their base hourly wage on the designated holiday for all hours worked thereon, however any employee already over 40 hours for the worked at the time of the holiday would be entitled to 2.0 times their base hourly wage.

ARTICLE 11 PAID TIME OFF (PTO)

Section 11.00 Full Time Employees PTO

All full-time employees covered by this Agreement will be eligible for PTO. PTO will begin to accrue on the first day of employment and is available to use after completion of probation. PTO may be used for personal time, vacation, or sick time as the employee wishes and will be paid as time worked. Full time employees who become part time employees may convert the equivalent of two (2) shifts to paid sick leave, the rest will be cashed out.

Section 11.01 Part Time Employees sick leave

Part-time employees will accrue sick leave at the rate of 1 hour per every 30 hours worked. Part time employees may roll over 48 sick hours to the next calendar year.

Section 11.02 Full Time Employees PTO Accrual Schedule

Employees shall have Paid Time Off (PTO) benefits (i.e. vacation, sick and personal time) computed in accordance with the following schedule:

Paid Time Off (PTO) For Employees Covered by this Section

For full-time employees working on a twenty-four (24) hour shift PTO will be earned for all regularly scheduled shifts (including regularly scheduled shifts in which employees use PTO) as follows:

After completion of first shift without a trainer, employees will begin to earn 1.0 hours for every twenty-four (24) hours in a paid status.

After two (2) anniversary years employees will earn 1.5 hours every twenty-four (24) hours in a paid status.

After five (5) anniversary years employees will earn 2.5 hours for every twenty-four (24) hours in a paid status.

After ten (10) anniversary years employees will earn 3.0 hours for every twenty-four (24) hours in a paid status.

After fifteen (15) anniversary years employees will earn 4.5 hours for every twenty-four (24) hours in a paid status.

For full-time employees working a ten (10) or twelve (12) hour shift PTO will be earned for all regularly scheduled shifts, (including regularly scheduled shifts in which employees use PTO) as follows:

After completion of first shift without a trainer, employees will begin to earn 0.50 hours for every ten (10) or twelve (12) hours in a paid status.

After two (2) anniversary years employees will earn 0.75 hours for every ten (10) or twelve (12) hours in a paid status.

After five (5) anniversary years employees will earn 1.25 hours for every ten (10) or twelve (12) hours in a paid status.

After ten (10) anniversary years employees will earn 1.5 hours for every ten (10) or twelve (12) hours in a paid status.

After fifteen (15) anniversary years employees will earn 2.5 hours for every ten (10) or twelve (12) hours in a paid status.

Upon an employee's classification change, any accrued but unused PTO will be converted to the equivalent dollar value of PTO at the new pay rate.

Section 11.03 PTO Use

Employees must forward PTO submissions in writing to the employer's scheduling system. Employee submissions for PTO use must be submitted at least five (5) days in advance of the intended usage date. Employee submissions for PTO use shall be approved to the extent local staffing requirements permit on a first come, first served basis. Multiple submissions for the same day(s) off shall be approved in seniority order. Employee submissions for PTO usage that are related to emergencies shall not be unreasonably denied by the Employer. Once an employee's submission has been approved in compliance with this Article, it cannot be canceled. PTO will be paid as time worked. Notwithstanding the foregoing, exceptions can be made at the employers discretion.

Section 11.04 Vacation Scheduling

Vacation dates may be reserved for the following calendar year (January through December 31) on a seniority basis by written submission to the employer's scheduling system between November 1st through November 30th of each year. The scheduler shall acknowledge receipt of an employee's submission by providing the employee with an electronic copy of the employee's submission within twenty-four (24) hours. Submissions received after November 30 shall be approved on a first come first served basis.

Section 11.05 PTO Carry Over

Full time employees shall be allowed to carry over no more than two hundred and forty (240)

hours of PTO. The employee shall be allowed to sell back any amount not allowed to be carried over at the employee's current rate of pay.

Section 11.06 PTO Pay at Termination

An eligible employee whose employment has been terminated or who resigns and who has unused accrued PTO pay shall receive such pay in addition to any other pay due in their final check. All sell backs or pay outs at time of termination, either voluntarily or involuntarily, shall be paid as time worked.

Section 11.07 PTO Pay in Lieu of Time Off

Employees may, at their option, choose to receive pay in lieu of their PTO accrued amount. Requests for such payment need to be received five (5) days in advance and payable on the next regular payroll date.

Section 11.08 Sick Time

Employees who call in sick for three consecutive shifts are required to provide the employer a note from a doctor, or upon the request of management.

Article 12: Uniforms

Section 12.00 Uniform Allotments

Allotments for uniforms will be in accordance with policy # 106.07.01 (A). The Employer shall provide uniforms at no cost to employees. The minimum required uniform allotment for Paramedic and EMT employees will be accordance with the list below:

Paramedic/EMT:

Full-time Employee

Pants (3)

Shirts (3) w/patches

Jacket (1)

Rain Gear (1)

Belt (1)

T-shirt (2)

Part-time Employee

Pants (2)

Shirts (2) w/patches

Jacket (1)

Rain Gear (1)

Belt (1)

T-shirt (1)

SST

Full-time Employee

Pants (3)

Part-time Employee

Pants (2)

T-Shirts (4)
Jacket (1)
Rain Gear (1)
Belt (1)
T-shirt (2)

T-Shirts (2)
Jacket (1)
Rain Gear (1)
Belt (1)
T-shirt (1)

The Employer shall provide each new full-time employee, at the successful completion of the FTO evaluation, with a uniform allowance equal to the total cost of the required uniform allotment above in section A, whichever is greater.

The Employer shall provide each new part-time employee, at the successful completion of FTO evaluation at the with a uniform allowance equal to the total cost of the required uniform allotment above in section A, whichever is greater.

The Employer shall provide to each full-time employee annually on their anniversary date a uniform allowance of:

Paramedic/EMT \$90.00
SST \$60.00

The Employer shall provide to each part-time employee annually on their anniversary date a uniform allowance of:

Paramedic/EMT \$55.00
SST - \$45.00

Employees shall be entitled to carryover the above uniform allowances into future years not to exceed \$200.

Upon presentation of a receipt, the Employer shall reimburse non-probationary, full-time employees for expenditures for the repair or replacement of boots or other approved footwear up to a total maximum of one hundred dollars (\$100) on each full-time employee's anniversary date within the first year of this agreement and one hundred dollars (\$100) biennially on the full-time employee's anniversary date each biennium thereafter. Any footwear applicable to this section is only to be worn on duty for the Employer.

A single Union pin, not to exceed one (1) inch in diameter and with a professional appearance, may be worn at the employee's discretion on employee's lapel or collar.

B. The following items which are required by the Employer but not provided by the uniform vendor shall be provided by the Employer at no cost to the employee:

Name Tags
Driver Safety Fob

Door Security Badge

C. Uniforms provided under this Agreement, shall be tough to take the daily stresses of tactical duty, and properly sized in both male and female sizes.

Section 12.01 Replacement of Worn Uniform Items

If uniforms become damaged beyond reasonable repair, the company will replace the damaged items within fourteen (14) days from the date the damage has occurred. The employee must return the damaged item(s) at the time they are given the replacement.

ARTICLE 13 EMPLOYEE BENEFITS

Section 13.00 Health

The Employer will maintain the current Western Health Advantage 15MHP, Sutter Health Plus, Kaiser HMO & DHM (\$250), Kaiser (\$500) plan summary/summaries or Kaiser \$30 Co-pay existing coverage of private health and welfare; prescription drug (Western Health Advantage Prescription H), dental and vision plans (Vision Service Plan (VSP) (or their substantially equivalents) to the employee and their dependents (including spouses).

For employees the following shall apply:

For the life of the Agreement the Employer shall share the cost of medical insurance premiums at an 85/15% cost share. The employer will be responsible for 85% and the employee 15%.

F. The pre-eligibility period for medical, dental and vision benefits is sixty (60) days.

G. Vision and Dental plans as well as death benefits will continue to be covered in full (100%) for the employee only by the Employer.

Section 13.01 401(k) Plan

The Employer will continue providing a 401(k) Plan for all employees. The Employer will make an annual contribution to the 401(k) account for each participating employee who achieves 12 months of continuous employment with the Company and each year thereafter. The annual contribution will be based upon the participating employee's contribution up to 5% of an employee's gross wages for the preceding 12 months. The annual profit-sharing contribution shall be made to a participating employee's 401(k) account on or before December 31, of each year. Employees are eligible to participate in the Employer's 401(k) plan after one, year of service and 1000 hours with the Company and to make voluntary contributions to their individual accounts.

Example

Employee contributes 1% - Employer contributes 1%

Employee contributes 2% - Employer contributes 2%

Employee contributes 3% - Employer contributes 3%

Employee contributes 4% - Employer contributes 4%

Employee contributes 5+% - Employer contributes 5%

ARTICLE 14: COMPENSATION

Section 14.00 Wage Increases

The wage scales for employees covered by this Agreement appear **in Appendix A of this Agreement and reflect the following increases** and adjustments:

Effective upon the first pay period following Ratification of this Agreement: Initial Placement on Wage Scale All employees covered under this Agreement shall be placed on their respective classification wage scale based upon the employee's wage scale seniority date with the Company. Wage scale seniority date is defined as the time accrued in an employee's current job classification post training.

For example, if Employee A enjoyed their 3rd anniversary of their wage scale seniority date with the Company was on June 30, 2018 Employee A will be placed on the appropriate wage scale at Step 2 and receive such wage increase effective upon ratification of this Agreement. Thereafter, employee A will progress through the appropriate wage scale on each subsequent Company successive anniversary of their wage scale seniority date.

Under no circumstances shall an employee suffer a reduction in compensation as a result of the adoption of this Agreement. Current full and part time employees at ratification of agreement will be included into the next higher wage step in which they are each currently making at the time of new wage scale adoption. Each current employee will be listed in Appendix B with where they will be placed on the new wage scale. Each of these employee wage scale seniorities will be reset to January 16th, 2023.

Section 14.01 Movement through the Wage Scales (Appendix A)

Each year of this Agreement, employees shall continue progressing through the steps on their respective wage scale at each employee's anniversary of their wage scale seniority date.

Section 14.02 Appointment – Wages

The Employer may consider an employee's previous work experience in their classification when determining the appropriate starting pay grade for new or returning entrants into the bargaining unit.

The Employer may consider an employee's fluency in a second language, with the opportunity to award two (2%) in bilingual incentive pay.

Section 14.03 Movement from EMT to Paramedic Wage Scale

EMTs who become paramedics shall be placed on the paramedic wage scale as follows:

If the employee's wage as an EMT is lower than the starting rate of pay for Paramedics at the time of advancement, the employee will be placed at the Paramedic starting rate of pay. If the employee's wage as an EMT is higher than the starting rate of pay for Paramedic, the employee will be placed at the equivalent Paramedic pay step closest to the EMT's wage rate at the time of advancement or the employee's current rate of pay which is greater.

Section 14.04 Night Differential

Section 14.04 (a) Night Differential Hours Defined

Night time hours will be defined as any shift starting at or after 1400 hours (2:00pm) for the duration of that employee's shift.

14.04b: Night Differential Eligibility Defined:

Members working any shift on a 12 or 10 hour shift beginning at or after 1400 hours (2:00pm) will be eligible for nighttime differential premium as defined by this agreement at the employees appropriate wage step of pay. The aforescribed nighttime differential shall not be applicable to 24 hour shifts.

Employees working a night shift shall continue receiving two (2) percent above their base hourly rate.

Section 14.05 Transition Bonus

Medic and SCFD (Not party to this agreement) leadership recognizes the value of retaining and supporting our employees and onboarding employees through a transition into EOA-1 services. As such, we will offer a one-time Transition Retention Bonus to all current employees who opt to work with Medic or continue working with Medic for EOA-1.

The bonus amounts are as follows and will be paid out after six months of continuous full-time employment and twelve months of part-time employment from January 16th, 2024:

- Paramedics: No less than \$5,000 (1st payment 6 months (FT) / 12 months(PT) - \$2,500 / 2nd payment 12 months(FT)/ 24 months(PT) - \$2,500)
- EMTs: No less than \$3,500 (1st payment 6 months (FT) / 12 months(PT) - \$1,750 / 2nd payment 12 months(FT) / 24 months(PT) - \$1,750)
- Logistics Support Staff: No less than \$1,500 (1st payment 6 months (FT) / 12 months(PT) - \$ 750 / 2nd payment 12 months(FT) / 24 months(PT) - \$ 750)

*These will be paid as a percentage based on the employee's gross quarterly earnings.

Section 14.06 Retention Bonus Program

Medic will continue to offer a Retention Bonus program in accordance with policy 106.20.01.

ARTICLE 15: SUBSTANCE ABUSE – DRUG FREE WORKPLACE

Section 15.00 Substance Abuse

The Employer and the Union agree that all Bargaining Unit members shall be subject to the Medic Ambulance Drug and Alcohol Policy (Handbook Section 5), with the following exceptions:

1. Any Employee who tests positive for drugs and/or alcohol following a post- vehicular accident, or a reasonable suspicion test shall be subject to discipline, even if the Employee has prior to the test admitted and sought help for a drug and/or alcohol problem.
2. Reasonable suspicion testing shall be the exclusive type of drug and alcohol testing to be used under this policy.
 - a. An employee who is suspected of being under the influence of alcohol or drugs in the workplace, or while on duty, may be required to undergo an alcohol and/or drug test. Reasonable suspicion means suspicion based on specific personal observations concerning the appearance, behavior, speech, or breath odor of the employee. Observation of any of the following may give rise to a reasonable suspicion of belief that an employee is under the influence of drugs or alcohol:
3. Drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
4. Incoherent or slurred speech;
5. Odor of alcohol on the breath;
6. Inability to respond appropriately to questions an employee should reasonably be capable of answering;
7. Unsteady walking and movement, disorientation or loss of balance;
8. Physical symptoms of alcohol or drug influence (red and watery eyes, if not explained by environmental causes); or
9. A pattern of abnormal, erratic, paranoid or bizarre behavior.

One of the goals of this drug-free workplace policy is to encourage employees to voluntarily seek assistance with alcohol and/or drug problems. In so doing, employees shall be entitled to, prior to placing themselves into service, voluntarily seek assistance under this policy without the threat of discipline.

Section 15.01 Confidentiality

The Employer shall observe all applicable laws as to the confidentiality of the test results and related medical information obtained.

ARTICLE 16: JOINT LABOR COMMITTEE

A Joint Labor-Management Committee shall be established to discuss issues such as health and safety and other work-related issues where there is mutual agreement that such discussions should take place. The Committee shall have no power to change any provisions of this Agreement, to negotiate upon items already covered in this Agreement or to resolve grievances, unless there is specific written mutual consent from the Employer and the Union. The Committee shall be made up of up to four (4) members of management and up to four (4) bargaining unit employees selected by the Union.

ARTICLE 17: Scope of Agreement

Section 17.00 Severability

This Agreement shall be subject to all applicable federal and state laws, and other appropriate rules and regulations of bona fide governmental authorities. Should any provisions of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction or by any bona fide governmental authority, such action shall not invalidate the remainder of this Agreement. Such provision shall immediately become null and void, and shall cause the parties to meet and negotiate replacement provisions that are valid, leaving the remainder of the Agreement in full force and effect.

Section 17.01 Policies, Procedures and Work Rules

This Agreement supersedes all policies, procedures and work rules previously established by the Employer with respect to the issues specifically incorporated herein covering the employment relationship between the Employer and bargaining unit employees.

Section 17.02 Modifications to the Agreement

No addition to, alteration, modification, or waiver of any term, provision, covenant or condition or restriction in this agreement shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by the Employer and the Union.

Section 17.03 Complete Agreement

This Agreement sets forth the parties agreement and understanding with respect to the matters referred to herein. The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Nothing contained herein shall prevent the parties, by mutual agreement, from negotiating on any subject matter, nor will it void any specific provisions in this Agreement that expressly provide for bargaining.

ARTICLE 18: MANAGEMENT RIGHTS

Section 18.00 Management Control

All management rights, powers, authority, and functions shall remain exclusively vested in the Employer. It is expressly recognized that such rights, are by no means limited to, the full exclusive control, management and operation of the business, the scope of its activities, the right to establish work rules, change shifts, work schedules, staffing or number of ambulances, the determination of the number, size, and location of its facilities or any part thereof and the extent to which it and its facilities or any part thereof, shall be operated, consolidated, relocated, shut down, sold, otherwise transferred, the right to terminate, merge, sell, or otherwise transfer the business or any part thereof; the determination of the number of employee's and the assignment of duties thereto and the direction of the working force including, but by the means limited to, hiring, selection, and training new employee's. It is the intention of the Employer and the Union that the rights, powers, and functions referred to herein shall remain exclusively vested in the Employer, except in so far specifically surrendered by the express provisions of this agreement. It is also the intent of the Employer and the Union that nothing in this agreement shall impair or infringe on the Employer's right to enforce its current policies and procedures, except to the extent any such policy or procedure conflicts with the express terms of this agreement. The Employer shall notify the Union at least fifteen (15) calendar days prior to implementation of any decision that impacts matters within the scope of representation for bargaining unit employees. The Employer may take action only after satisfying its obligations under the National Labor Relations Act.

Section 18.01 Notification and Effects Bargaining

If the Employer exercises any of its rights set forth in this Section 22.00, above, then the Employer shall notify the Union via a verifiable means at least ten (10) calendar days prior to implementation of any decision. Upon request by the Union, the employer will engage in effects bargaining concerning the noticed change. If, after written notification to the Union regarding such actions, the Union fails to respond via verifiable means within ten (10) calendar days, the Union waives its right to meet and confer and to file unfair labor practices claims against employer on the particular matter and employer shall be free to implement the noticed change in the workplace.

ARTICLE 19: NO STRIKE/NO LOCKOUT

Section 19.00 No Strike/No Lockout

Neither the Union, its agents nor any of its members will collectively, concertedly, or in any manner whatsoever, engage in, incite or participate in any unlawful picketing, strike, sit down, stay in, slowdown, boycott, work stoppage, paper strike (the deliberate failure to submit timely, quality, accurate and complete medical reports and billing information), or sympathy strike against the Employer during the term of this Agreement; and the Employer agrees that during the term of this Agreement, it shall not lock out any of its employees covered by this Agreement. It is further understood that the only duly authorized representative of the Union shall use their best effort on behalf of the Union to actively encourage the employee(s) engaging in the violation of this section to cease such conduct.

Employees found to have violated the terms of this Article shall be subject to discipline up to and including discharge. Employees shall have the right to grieve discipline or discharge under this Article to the extent they claim not to have engaged in a violation of this article. The Employer and the Union recognize that the duties performed by employees involve life and death situations. Failure to immediately transport patients to hospital and/or other designated medical facilities and respond from hospitals and other medical facilities to patients, can result in compounding the problems of already ill and/or injured patients. Yet, it is also recognized that bargaining unit employees have a need to communicate with other Union employees who are engaged in job actions.

Article 20: Miscellaneous

Section 20.00 Outside Work

Employees should not accept jobs that;

- i) require personal attention or work during the employee's scheduled work hours with Employer;
- ii) involve the use of any of Employer's confidential information, records or patient records;
- iii) involve the use of any of Employer's equipment, supplies or facilities;

iv) are in competition with the employer, with the exception of employment by Bells Ambulance and REACH Air

ARTICLE 21: NO DISCRIMINATION/HARASSMENT

Section 21.00 - Gender Intent

Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to all genders.

Section 21.01 – Non-Discrimination

The Employer and the Union agree that neither party shall discriminate against any person because of race, color, sex, religion, age, disability, national origin, citizenship, or any other status applicable by Federal, State, or Local law(s).

Section 21.02 –Harassment

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

ARTICLE 22: PRIVATE AGREEMENTS

It will be considered a violation of this agreement for any supervisor/management to enter into a private agreement with any bargaining unit member or group of members that is inconsistent of the collective bargaining agreement.

ARTICLE 23: NOTICES

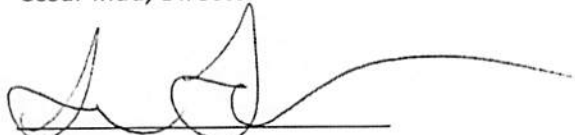
Except as is otherwise specified in the Agreement, notices or other communications shall be sent by email to the following addresses (or other addresses as are subsequently designated in writing).

ARTICLE 24: TERM

This Agreement shall become effective June 10, 2023, and shall remain in full force until January 8th, 2028. The Union and the Employer agree that all items in 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 twenty (120) prior to the expiration.



Signature Page

For the Union:
Professional Fire Fighters of
Sonoma County, IAFF, L1401


Cesar Inda, Director
Siera Tomas, Deputy Director
Olivia Keithley, Secretary/Treasurer
Dennis Wallach, Chief Spokesman L1401

10/14/23
Date

For the Employer:
Medic Ambulance Service


Jimmy Pierson, President/COO
Michael Coan, Director, Corporate
Legal & Contracting
Brian Meader, Regional Director-
Operations

9/29/2023
Date

SCFD-EMS PARAMEDICS

Effective Beginning of New EOA Service

Shift Type	Step A 0 - 12 Mo.	Step B 13-24	Step C 25-36	Step D 37-48	Step E 49-60	Step F 61-72	Step G 73-84	Step H 85-96	Step I 97-108	Step j 109-120	Step K 121-132	Step L 133-144	Step M 145+
Step Raise %		4.35%	4.37%	0%	4.4%	4.23%	3.925%	4.45%	3.62%	3.6%	3.65%	3.89%	9.95%
24/56	\$ 26.90	\$ 28.07	\$ 29.30	\$ 29.30	\$ 30.59	\$ 31.88	\$ 33.13	\$ 34.61	\$ 35.86	\$ 37.15	\$ 38.50	\$ 40.00	\$ 43.98
Step Raise %		2.92%	2.9%	2.93%	2.92%	2.92%	2.95%	2.92%	2.92%	2.95%	3.9%	3.92%	10%
TWELVE/42	\$ 35.04	\$ 36.06	\$ 37.11	\$ 38.20	\$ 39.31	\$ 40.46	\$ 41.65	\$ 42.87	\$ 44.12	\$ 45.42	\$ 47.19	\$ 49.04	\$ 53.95
12/42 - Night	\$ 35.74	\$ 36.78	\$ 37.85	\$ 38.96	\$ 40.10	\$ 41.27	\$ 42.49	\$ 43.73	\$ 45.00	\$ 46.33	\$ 48.14	\$ 50.03	\$ 55.03
Ten	\$ 36.44	\$ 37.51	\$ 38.59	\$ 39.72	\$ 40.88	\$ 42.08	\$ 43.32	\$ 44.58	\$ 45.89	\$ 47.24	\$ 49.08	\$ 51.01	\$ 56.11

SCFD-EMS EMTS

24-Jan

Shift Type	Step A 0 - 12 Mo.	Step B 13-24	Step C 25-36	Step D 37-48	Step E 49-60	Step F 61-72	Step G 73-84	Step H 85-96	Step I 97-108	Step j 109-120	Step K 121-132	Step L 133-144	Step M 145-156	Step N 157+
Step Raise %		2.85%	1.95%	1.85%	2.15%	2.36%	2.42%	2.42%	2.4%	2.4%	2.43%	2.88%	2.88%	9.95%
24/56	\$ 22.33	\$ 22.97	\$ 23.41	\$ 23.85	\$ 24.36	\$ 24.94	\$ 25.54	\$ 26.16	\$ 26.78	\$ 27.43	\$ 28.09	\$ 28.90	\$ 29.74	\$ 32.69
Step Raise %		2.89%	1.9%	1.9%	12.95%	2.42%	2.4%	2.4%	2.43%	2.43%	2.4%	2.9%	2.9%	10%
TWELVE/42	\$ 23.65	\$ 24.33	\$ 24.80	\$ 25.27	\$ 28.54	\$ 29.23	\$ 29.93	\$ 30.65	\$ 31.39	\$ 32.16	\$ 32.93	\$ 33.88	\$ 34.87	\$ 38.35
12/42 - Night	\$ 24.12	\$ 24.82	\$ 25.29	\$ 25.77	\$ 29.11	\$ 29.81	\$ 30.53	\$ 31.26	\$ 32.02	\$ 32.80	\$ 33.59	\$ 34.56	\$ 35.56	\$ 39.12
Ten	\$ 24.60	\$ 25.31	\$ 25.79	\$ 26.28	\$ 29.68	\$ 30.40	\$ 31.13	\$ 31.88	\$ 32.65	\$ 33.44	\$ 34.25	\$ 35.24	\$ 36.26	\$ 39.89

All current SCFD EMS employees will grandfather their current Step Rate of pay and/or be placed on wage scale with step closest to current wage

SCFD-EMS SSTs

Shift Type	Step 1 0 - 12 Mo.	Step 2 1-3	Step 3 3-5	Step 4 5-7	Step 5 7-10	Step 6 10+	Step 7 12+
Step Raise %	0%	0	0	6%	3%	3%	3%
TWELVE/42	\$ 20.80	\$ 20.80	\$ 20.80	\$ 22.05	\$ 22.71	\$ 23.39	\$ 24.09
Twelve/42 Night	\$ 21.84	\$ 21.84	\$ 21.84	\$ 23.15	\$ 23.84	\$ 24.56	\$ 25.30
Ten / 40	\$ 21.63	\$ 21.63	\$ 21.63	\$ 22.93	\$ 23.62	\$ 24.33	\$ 25.06

New Hire Training Rate \$20.15 - EMT-SSTs
\$25.00 - Paramedic

Proposed SCFD-EMS PARAMEDICS

Effective first full pay period after January 1, 2025

Shift Type	Step A 0 - 12 Mo.	Step B 13-24	Step C 25-36	Step D 37-48	Step E 49-60	Step F 61-72	Step G 73-84	Step H 85-96	Step I 97-108	Step j 109-120	Step K 121-132	Step L 133-144	Step M 145+
Step Raise %		4.35%	4.37%	0%	4.4%	4.23%	3.925%	4.45%	3.62%	3.6%	3.65%	3.89%	9.95%
24/56	\$ 28.90	\$ 30.07	\$ 31.30	\$ 31.30	\$ 32.59	\$ 33.88	\$ 35.13	\$ 36.61	\$ 37.86	\$ 39.15	\$ 40.50	\$ 42.00	\$ 45.98
Step Raise %		2.92%	2.9%	2.93%	2.92%	2.92%	2.95%	2.92%	2.92%	2.95%	3.9%	3.92%	10%
TWELVE/42	\$ 37.04	\$ 38.06	\$ 39.11	\$ 40.20	\$ 41.31	\$ 42.46	\$ 43.65	\$ 44.87	\$ 46.12	\$ 47.42	\$ 49.19	\$ 51.04	\$ 55.95
12/42 - Night	\$ 37.78	\$ 38.82	\$ 39.89	\$ 41.00	\$ 42.14	\$ 43.31	\$ 44.52	\$ 45.77	\$ 47.04	\$ 48.37	\$ 50.17	\$ 52.06	\$ 57.07
Ten	\$ 38.52	\$ 39.58	\$ 40.67	\$ 41.81	\$ 42.96	\$ 44.16	\$ 45.40	\$ 46.66	\$ 47.96	\$ 49.32	\$ 51.16	\$ 53.08	\$ 58.19

SCFD-EMS EMTS

Shift Type	Step A 0 - 12 Mo.	Step B 13-24	Step C 25-36	Step D 37-48	Step E 49-60	Step F 61-72	Step G 73-84	Step H 85-96	Step I 97-108	Step j 109-120	Step K 121-132	Step L 133-144	Step M 145+	Step N 157+
Step Raise %		4.35%	4.37%	0%	4.4%	4.23%	3.925%	4.45%	3.62%	3.6%	3.65%	3.89%	9.95%	9.95%
24/56	\$ 22.33	\$ 22.97	\$ 23.41	\$ 23.85	\$ 24.36	\$ 24.94	\$ 25.54	\$ 26.16	\$ 26.78	\$ 27.43	\$ 28.09	\$ 28.90	\$ 29.74	\$ 32.69
Step Raise %		2.92%	2.9%	2.93%	2.92%	2.92%	2.95%	2.92%	2.92%	2.95%	3.9%	3.92%	10%	10%
TWELVE/42	\$ 25.15	\$ 25.83	\$ 26.30	\$ 26.77	\$ 30.04	\$ 30.73	\$ 31.43	\$ 32.15	\$ 32.89	\$ 33.66	\$ 34.43	\$ 35.38	\$ 36.37	\$ 40.00
12/42 - Night	\$ 25.65	\$ 26.35	\$ 26.82	\$ 27.30	\$ 30.64	\$ 31.34	\$ 32.06	\$ 32.79	\$ 33.55	\$ 34.33	\$ 35.12	\$ 36.09	\$ 37.09	\$ 40.80
Ten	\$ 26.16	\$ 26.87	\$ 27.35	\$ 27.84	\$ 31.24	\$ 31.96	\$ 32.69	\$ 33.44	\$ 34.21	\$ 35.00	\$ 35.81	\$ 36.80	\$ 37.82	\$ 41.60

SCFD-EMS SSTs

Shift Type	Step 1 0 - 12 Mo.	Step 2 1-3	Step 3 3-5	Step 4 5-7	Step 5 7-10	Step 6 10+	Step 7 12+
Step Raise %	0%	0	0	6%	3%	6%	3%
TWELVE/42	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.32	\$ 24.02	\$ 25.46	\$ 26.22
Twelve/42 Night	\$ 22.05	\$ 22.58	\$ 23.10	\$ 24.49	\$ 25.22	\$ 26.73	\$ 27.54
Ten / 40	\$ 21.84	\$ 22.36	\$ 22.88	\$ 24.25	\$ 24.98	\$ 26.48	\$ 27.27

New Hire Training Rate \$20.15 - EMT-SSTs
 \$25.00 - Paramedic

Proposed SCFD-EMS PARAMEDICS

Effective first full pay period after January 1, 2026

Shift Type	Step A 0 - 12 Mo.	Step B 13-24	Step C 25-36	Step D 37-48	Step E 49-60	Step F 61-72	Step G 73-84	Step H 85-96	Step I 97-108	Step j 109-120	Step K 121-132	Step L 133-144	Step M 145+
Step Raise %		4.35%	4.37%	0%	4.4%	4.23%	3.925%	4.45%	3.62%	3.6%	3.65%	3.89%	9.95%
24/56	\$ 30.90	\$ 32.07	\$ 33.30	\$ 33.30	\$ 34.59	\$ 35.88	\$ 37.13	\$ 38.61	\$ 39.86	\$ 41.15	\$ 42.50	\$ 44.00	\$ 47.98
Step Raise %		2.92%	2.9%	2.93%	2.92%	2.92%	2.95%	2.92%	2.92%	2.95%	3.9%	3.92%	10%
TWELVE/42	\$ 39.04	\$ 40.06	\$ 41.11	\$ 42.20	\$ 43.31	\$ 44.46	\$ 45.65	\$ 46.87	\$ 48.12	\$ 49.42	\$ 51.19	\$ 53.04	\$ 57.95
12/42 - Night	\$ 39.82	\$ 40.86	\$ 41.93	\$ 43.04	\$ 44.18	\$ 45.35	\$ 46.56	\$ 47.81	\$ 49.08	\$ 50.41	\$ 52.21	\$ 54.10	\$ 59.11
Ten	\$ 40.60	\$ 41.66	\$ 42.75	\$ 43.89	\$ 45.04	\$ 46.24	\$ 47.48	\$ 48.74	\$ 50.04	\$ 51.40	\$ 53.24	\$ 55.16	\$ 60.27

SCFD-EMS EMTs

Shift Type	Step A 0 - 12 Mo.	Step B 13-24	Step C 25-36	Step D 37-48	Step E 49-60	Step F 61-72	Step G 73-84	Step H 85-96	Step I 97-108	Step j 109-120	Step K 121-132	Step L 133-144	Step M 145+	Step N 157+
Step Raise %		4.35%	4.37%	0%	4.4%	4.23%	3.925%	4.45%	3.62%	3.6%	3.65%	3.89%	9.95%	9.95%
24/56	\$ 22.33	\$ 22.97	\$ 23.41	\$ 23.85	\$ 24.36	\$ 24.94	\$ 25.54	\$ 26.16	\$ 26.78	\$ 27.43	\$ 28.09	\$ 28.90	\$ 29.74	\$ 32.69
Step Raise %		2.92%	2.9%	2.93%	2.92%	2.92%	2.95%	2.92%	2.92%	2.95%	3.9%	3.92%	10%	10%
TWELVE/42	\$ 26.65	\$ 27.33	\$ 27.80	\$ 28.27	\$ 31.54	\$ 32.23	\$ 32.93	\$ 33.65	\$ 34.39	\$ 35.16	\$ 35.93	\$ 36.88	\$ 37.87	\$ 41.50
12/42 - Night	\$ 27.18	\$ 27.88	\$ 28.35	\$ 28.83	\$ 32.17	\$ 32.87	\$ 33.59	\$ 34.32	\$ 35.08	\$ 35.86	\$ 36.65	\$ 37.62	\$ 38.62	\$ 42.33
Ten	\$ 27.72	\$ 28.43	\$ 28.91	\$ 29.40	\$ 32.80	\$ 33.52	\$ 34.25	\$ 35.00	\$ 35.77	\$ 36.56	\$ 37.37	\$ 38.36	\$ 39.38	\$ 43.16

SCFD-EMS SSTs

Shift Type	Step 1 0 - 12 Mo.	Step 2 1-3	Step 3 3-5	Step 4 5-7	Step 5 7-10	Step 6 10+	Step 7 12+
Step Raise %	0%	0	0	6%	3%	6%	3%
TWELVE/42	\$ 21.50	\$ 22.00	\$ 22.50	\$ 23.85	\$ 24.57	\$ 26.04	\$ 26.82
Twelve/42 Night	\$ 22.58	\$ 23.10	\$ 23.63	\$ 25.04	\$ 25.79	\$ 27.34	\$ 28.16
Ten / 40	\$ 22.36	\$ 22.88	\$ 23.40	\$ 24.80	\$ 25.55	\$ 27.08	\$ 27.89

New Hire Training Rate \$20.15 - EMT-SSTs
 \$25.00 - Paramedic

Proposed SCFD-EMS PARAMEDICS

Effective first full pay period after January 1, 2027

Shift Type	Step A 0 - 12 Mo.	Step B 13-24	Step C 25-36	Step D 37-48	Step E 49-60	Step F 61-72	Step G 73-84	Step H 85-96	Step I 97-108	Step j 109-120	Step K 121-132	Step L 133-144	Step M 145+
Step Raise %		4.35%	4.37%	0%	4.4%	4.23%	3.925%	4.45%	3.62%	3.6%	3.65%	3.89%	9.95%
24/56	\$ 32.40	\$ 33.57	\$ 34.80	\$ 34.80	\$ 36.09	\$ 37.38	\$ 38.63	\$ 40.11	\$ 41.36	\$ 42.65	\$ 44.00	\$ 45.50	\$ 49.48
Step Raise %		2.92%	2.9%	2.93%	2.92%	2.92%	2.95%	2.92%	2.92%	2.95%	3.9%	3.92%	10%
TWELVE/42	\$ 40.54	\$ 41.56	\$ 42.61	\$ 43.70	\$ 44.81	\$ 45.96	\$ 47.15	\$ 48.37	\$ 49.62	\$ 50.92	\$ 52.69	\$ 54.54	\$ 59.45
12/42 - Night	\$ 41.35	\$ 42.39	\$ 43.46	\$ 44.57	\$ 45.71	\$ 46.88	\$ 48.09	\$ 49.34	\$ 50.61	\$ 51.94	\$ 53.74	\$ 55.63	\$ 60.64
Ten	\$ 42.16	\$ 43.22	\$ 44.31	\$ 45.45	\$ 46.60	\$ 47.80	\$ 49.04	\$ 50.30	\$ 51.60	\$ 52.96	\$ 54.80	\$ 56.72	\$ 61.83

Proposed SCFD-EMS EMTs

Shift Type	Step A 0 - 12 Mo.	Step B 13-24	Step C 25-36	Step D 37-48	Step E 49-60	Step F 61-72	Step G 73-84	Step H 85-96	Step I 97-108	Step j 109-120	Step K 121-132	Step L 133-144	Step M 145+	Step N 157+
Step Raise %		4.35%	4.37%	0%	4.4%	4.23%	3.925%	4.45%	3.62%	3.6%	3.65%	3.89%	9.95%	9.95%
24/56	\$ 23.83	\$ 24.47	\$ 24.91	\$ 25.35	\$ 25.86	\$ 26.44	\$ 27.04	\$ 27.66	\$ 28.28	\$ 28.93	\$ 29.59	\$ 30.40	\$ 31.24	\$ 34.19
Step Raise %		2.92%	2.9%	2.93%	2.92%	2.92%	2.95%	2.92%	2.92%	2.95%	3.9%	3.92%	10%	10%
TWELVE/42	\$ 28.15	\$ 28.83	\$ 29.30	\$ 29.77	\$ 33.04	\$ 33.73	\$ 34.43	\$ 35.15	\$ 35.89	\$ 36.66	\$ 37.43	\$ 38.38	\$ 39.37	\$ 43.00
12/42 - Night	\$ 28.71	\$ 29.41	\$ 29.88	\$ 30.36	\$ 33.70	\$ 34.40	\$ 35.12	\$ 35.85	\$ 36.61	\$ 37.39	\$ 38.18	\$ 39.15	\$ 40.15	\$ 43.86
Ten	\$ 29.28	\$ 29.99	\$ 30.47	\$ 30.96	\$ 34.36	\$ 35.08	\$ 35.81	\$ 36.56	\$ 37.33	\$ 38.12	\$ 38.93	\$ 39.92	\$ 40.94	\$ 44.72

SCFD-EMS SSTs

Shift Type	Step 1 0 - 12 Mo.	Step 2 1-3	Step 3 3-5	Step 4 5-7	Step 5 7-10	Step 6 10+	Step 7 12+
Step Raise %	0%	0	0	6%	3%	6%	3%
TWELVE/42	\$ 22.00	\$ 22.50	\$ 23.00	\$ 24.38	\$ 25.11	\$ 26.62	\$ 27.42
Twelve/42 Night	\$ 23.10	\$ 23.63	\$ 24.15	\$ 25.60	\$ 26.37	\$ 27.95	\$ 28.79
Ten / 40	\$ 22.88	\$ 23.40	\$ 23.92	\$ 25.36	\$ 26.12	\$ 27.68	\$ 28.51

New Hire Training Rate \$20.15 - EMT-SSTs
 \$25.00 - Paramedic

Appendix B

	Position	Current Wage	New Wage	New Step
Barksdale, Cameron	EMT	\$26.92	\$28.54	Step E
Berman, Aidan	EMT	\$26.92	\$28.54	Step E
Bermudez, Gustavo	EMT	\$28.49	\$28.54	Step E
Cipperly-Como, Abigail	EMT	\$24.66	\$24.80	Step C
Geissinger, John	Paramedic	\$35.04	\$35.04	Step A
Hall, Autum	EMT	\$24.66	\$24.80	Step C
Hines, Colton	EMT	\$26.92	\$28.54	Step E
Inda, Cesar	Paramedic	\$34.67	\$35.04	Step A
Keithley, Olivia	EMT	\$26.92	\$28.54	Step E
Kelley, Ashley	Paramedic	\$46.89	\$47.19	Step K
Krauskopf, Benjamin	Paramedic	\$32.28	\$35.04	Step A
Ledbetter, Kayleen	EMT	\$24.66	\$24.80	Step C
Marek, Shane	EMT	\$26.92	\$28.54	Step E
Osterhout, Michael	SST	\$20.15	\$20.80	Step A
Parsons, Ian	EMT	\$24.66	\$24.80	Step C
Roth, Colin	EMT	\$26.92	\$28.54	Step E
Russell, Bailey	EMT	\$24.66	\$24.80	Step C
Siple, Ryan W	EMT	\$27.92	\$28.54	Step E
Tomas, Siera	EMT	\$27.92	\$28.54	Step E
Weatherly, Danielle	EMT	\$24.66	\$24.80	Step C

All wage scale seniority dates will be reset to January 16, 2024.

All wages shown are twelve/42 day rate.