

SDAPP-FALCK AGREEMENT 3.16.23



COLLECTIVE BARGAINING AGREEMENT

**SAN DIEGO ASSOCIATION OF
PRE-HOSPITAL PROFESSIONALS
AND
FALCK MOBILE HEALTH CORP.**

January 1, 2023 – December 31, 2025

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AGREEMENT

This Agreement by and between SAN DIEGO ASSOCIATION OF PRE-HOSPITAL PROFESSIONALS (Association or SDAPP) and FALCK MOBILE HEALTH CORP. (Employer or Company or Falck) is effective from _____, 2023 to December 31, 2025.

ARTICLE 1 - RECOGNITION

Section 1.01. Scope of Agreement

The Employer recognizes the Association as the exclusive bargaining agent for the following unit:

All full-time, part-time and per diem paramedics, community paramedics, lead community paramedics, field trainers, lead field trainers, emergency medical technicians, bridge emergency medical technicians, mechanics, lead mechanic, vehicle service technicians, and lead vehicle service technicians employed by the Employer and working within the City of San Diego EMS system or otherwise deployed throughout San Diego County.

The following are excluded from the bargaining unit: all other employees including, professional employees (e.g., RNs, physician assistants), special events coordinator, community education coordinator clinical educators, schedulers, guards, managers, and field supervisors and other supervisors as defined by the National Labor Relations Act.

If the Employer develops or adds new non-exempt field medical classifications to render services provided by bargaining unit employees under this Agreement, the employees in those new classifications will be included in the bargaining unit and covered by this Agreement. This Agreement will apply only to the bargaining unit employees of the Employer who render services throughout San Diego County.

Section 1.02. Employee Defined

The term “employee” or “employees” as used throughout this Agreement shall refer only to those individuals employed in classifications covered by this Agreement.

Section 1.03. Full-Time Employee Defined

Full-time employees are defined as employees who work a regularly scheduled shift averaging a minimum of forty (40) hours per week over any six (6) consecutive month period. The fact that full-time employees may not work all of their regularly scheduled full-time hours due to leaves of absence authorized by this Agreement or permitted by law shall not affect an employee’s status as a regular full-time employee. Non-probationary full-time employees may apply to become part-time and per diem employees following twelve (12) months of continuous employment without documented discipline greater than a verbal warning within the six (6) month period prior to the request. The employee must request such a change in writing to the Employer at least thirty (30) days prior to the desired date that the employee wishes to change to part-time or per diem status. Any employee whose request to change to part-time or per diem status is denied will be placed on a preferred part-time or per diem waiting list. The preferred part-time and per diem

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waiting lists shall be maintained by Falck and provided to the Association upon request. However, the granting of part-time or per diem status to employees enrolled in a paramedic training program shall take priority over other requests to change to part-time or per diem status.

Section 1.04. Part-Time and Per Diem Employee Defined

Part-time employees are defined as employees who work less than forty (40) hours per week on average over any three (3) consecutive month period by working a set schedule comprised of the same shifts each week. Per diem employees are defined as employees who submit availability and pick up the required number of shifts, under this Section, and therefore will have a varying weekly schedule based on the shifts selected. This provision is not intended to limit the maximum number of hours a part-time or per diem employee may work.

Part-time and per diem employees may apply to become full-time employees. Employees must request such a change in writing to the Employer, and such change in status will be granted on a first come first serve basis provided there is an opening in the applicable classification. Any employee whose request to change to full-time status is denied will be placed on a preferred full-time waiting list and granted status change in order of the list. The preferred full-time waiting list shall be maintained by Falck and provided to the Union upon request.

Section 1.04 (a) Procedure for Scheduling Per Diem Employees

Per diem employees must submit their availability, which must include a minimum of four (4) twelve (12) hour shifts or two (2) twenty-four (24) hour shifts per month, including one (1) weekend shift per month (Friday-Sunday), and two (2) designated holiday shifts per year.

Per diem employees must place their availability in Employer's scheduling program prior to the 15th of the upcoming month and send their availability to the Employer's designated part-time email address. Employees must enter "DAY 0600-2200" or "NIGHT 1800-0800" or "Full 24" into the Employer's scheduling program in order to identify the times the part-time employee is available to work. Twenty-four (24) hour availability is defined as any shift that ends by 0800 the following morning. This information shall be entered into the "Hours" field and "HRS" should be entered into the "Detail Code" field. Per diem employees will be assigned to any shift that management deems necessary within the identified availability so long as the shift ends no later than the hours listed above.

Per diem employees will be notified via the Employer's scheduling program no less than twenty-four (24) hours prior to the start of scheduled availability shifts if they are actually needed to work the shift. Employees who are not assigned to work a shift they identified as available will be deemed to have fulfilled their availability requirement for that shift and will not report for duty. employees are responsible for checking the Employer's scheduling program to determine whether they are required to work.

Prior to the time that the shift is assigned, per diem employees are allowed to exchange their submitted availability for an alternate day of the same type (e.g., weekend availability day for weekend availability day) during the same month if approved by the Employer or unless Falck waives the minimum shift requirement.

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Section 1.04 (b) Procedure for Scheduling Part-Time Employees

Part-time employees shall be assigned a schedule comprised of two (2) shifts per week, and such schedule shall include one weekend shift per month. Such schedule shall be established upon hire, and will not change from week to week, outside of the shift giveaway and shift trade provisions of this Agreement. Should a part-time employee wish to change his or her weekly schedule, the request must be made prior to start of the calendar month in which the schedule change is sought.

Part-time and per diem employees shall only be eligible to “pick-up” additional shifts beyond those required under this Section after they have worked or been scheduled to work the minimum number of shifts required under this Section. Part-time and per diem employees shall have the ability to pick up any open unit, regardless of length or shift start or end time, as long as the requirements of this CBA are met. In the event a shift is “picked up” by a part-time employee, the employee is only required to work the particular shift(s) (dates, durations, start and end times, and units) they pick-up.

Section 1.05. Paramedic Student Status

The Employer shall establish at its discretion a limited number of float positions designated for paramedic student status. Full-time employees accepted into a paramedic training program may apply for paramedic student status or transition to part-time status. Such employees will be placed into a part-time “float” schedule that accommodates the employee’s paramedic training days. The employee must provide documentation of paramedic program instructional, clinical, skills and internship days on a monthly basis. Employees in paramedic student status continue receiving medical benefits.

Employees on paramedic student status will be required to work at least twenty-four (24) hours of work per week. If sufficient work is not available for an employee in this status, the employee becomes subject to the partner/shift vacancy policy stated in Section 4.10 of this Agreement.

Section 1.06. Requirement to Maintain Part-Time, Per Diem, and Paramedic Student Status

For employees on Part-Time, Per Diem, or Paramedic Student Status, the Employer shall conduct a review following each 12 weeks of employment to determine if the part-time, per diem, or paramedic student status employee has met his or her requirements regarding submitting availability and minimum number of shifts worked, including any required number of weekend or holiday shifts. In the event that such requirements have not been met, the Employer shall issue a warning letter and reiterate that such requirements must be met in the following 12-week period. If in the following 12-week period the requirements are not met, the employee shall be terminated.

Section 1.07 Out of Class Assignments

Out of classification assignments (OCA) are defined as intermittent and/or temporary assignments in non-bargaining unit positions. Employees working in an OCA shall remain members of the bargaining unit and are covered by this Agreement while working in an OCA, except that employees working in a full-time OCA are ineligible to bid for any regular shift during the term of the OCA. No more than 20 bargaining unit employees may be designated OCA at any time. Full-time bargaining unit employees may work up to one half of their normally scheduled shifts

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per quarter while working in an OCA. Part-time bargaining unit employees must satisfy the minimum shift requirements on an ambulance while working as OCA.

Employees who remain in a full-time OCA for more than twelve (12) months shall have their seniority for bidding purposes frozen unless they continue working shifts covered by this Agreement. Employees who continue working shifts covered by this Agreement while in a full-time OCA shall accrue seniority at the part-time rate in accordance with Section 3.02 of this Agreement.

ARTICLE 2 - PROBATION

Section 2.01. New Employee Probationary Period

Following implementation of this Agreement, newly hired employees and employees rehired after a break in service greater than ninety (90) calendar days shall be considered probationary for the first twelve (12) months from their date of hire.

Section 2.02. Discharge During Probation

At any time prior to the completion of the probationary period, the Employer may discharge a probationary employee with or without cause and such discharge shall not be subject to the grievance or arbitration provisions of this Agreement. If, however, the Employer investigates or imposes corrective action less than discharge for misconduct, probationary employees shall have the right to Association representation and such corrective action shall be subject to the grievance provisions of this Agreement. However, the corrective action shall not be subject to arbitration under this Agreement.

Section 2.03. EMTs Promoted to Paramedics

Existing employees who change their classification from EMT to paramedic shall be required to apply for a paramedic position prior to starting their field training as a paramedic. Employees who do not successfully complete their field training as a paramedic will remain in their EMT classification without any adverse effect on their seniority and eligibility for benefits. Employees who have been promoted to a paramedic position shall be required to bid into full-time open paramedic slots and operate as a paramedic at all times.

ARTICLE 3 - SENIORITY

Section 3.01. Seniority Defined

A. Company seniority shall be defined as an employee's continuous length of service with the Employer from the employee's most recent date of hire into the bargaining unit, including employment within the City of San Diego paramedic system (e.g., Med-evac, Hartson, Rural Metro and American Medical Services). Employees with the same date of hire shall have their company seniority determined by their application date. Employees with the same application date shall have their seniority determined alphabetically by last name.

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B. Classification seniority shall be defined as an employee's length of service within a particular classification (i.e., EMT, Bridge EMT, paramedic, vehicle service technician, mechanic, etc.). Classification seniority as a paramedic or Bridge EMT will be awarded following successful completion of field training (i.e., needs assessment or bridge training class) retroactive to the date the employee began field training as a paramedic or Bridge EMT. Employees promoted to a paramedic position must also receive paramedic of record authorization from the City of San Diego Medical Director. For purposes of this provision, completion of field training means the employee did not have an interruption or break in field training greater than twenty-one (21) consecutive days. An employee's return date to field training following an interruption or break greater than twenty-one (21) consecutive days will become the date from which classification seniority will be recognized. If more than one employee is promoted into a paramedic or Bridge EMT position on the same day and credited with the same classification seniority, the employee's seniority as a Bridge EMT or EMT shall be used to break the tie.

C. Paramedics may request to step down to Bridge EMT. If the employee's request to step down is granted the employee will be credited with one half (1/2) their paramedic classification seniority to their Bridge EMT classification seniority. Should that employee be promoted once again to a paramedic position (provided a position is available), the employee's paramedic classification seniority will start again at zero.

Section 3.01(a) Loss of Seniority

An employee will lose all seniority under the following:

1. Resignation from employment;
2. Just cause termination from employment;
3. Layoff greater than six (6) months;
4. Failure to return from recall within time limits per Section 3.04;
5. Leaving the bargaining unit for a supervisor or other non-bargaining unit position and failing to return to the bargaining unit within twelve (12) months. Classification seniority for bidding purposes shall be frozen during the twelve (12) month period; or
6. Absence from work for three (3) days without reporting the absence to the company.

Section 3.02. Part-time and Per Diem Seniority

A. Full-time employees who change to part-time or per diem status shall retain their full-time company and classification seniority and shall begin accruing classification seniority at one-half (1/2) the full-time rate from the date they enter into part-time or per diem status.

B. Part-time or per diem employees who change to full time status shall be credited one-half (1/2) classification seniority from the date the employee began working as part-time or per diem to the date of their conversion to full-time.

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Section 3.03. Notice of Layoff

- A. Should it become necessary for the Employer to reduce the size of the workforce, the Employer shall notify affected employees in accordance with all applicable federal and state laws. In no event shall employees who are subject to layoff receive less than 14-days advance notice or 14-days of pay in lieu of the advance notice.
- B. Layoffs shall be determined by classification using inverse company seniority beginning with probationary employees before laying off full-time employees.

Section 3.04. Recall from Layoff

- A. As positions become available, qualified employees on layoff status shall be recalled by classification based on company seniority.
- B. No new employees may be hired until such time as the Employer has contacted all qualified laid off employees via certified mail at the employee's last known address for recall to employment. Contacted employees shall have seven (7) calendar days to respond from receipt of the recall letter and must be available to return to work within fourteen (14) calendar days from the date the employee responds to the recall letter.
- C. Employees recalled from layoff within six (6) months from their date of layoff shall be reemployed in a position in their former classification and shall have all benefit levels restored as if the employee had not left employment. Health benefits shall be restored effective the first day of the month immediately after the month in which the recalled employee returns to work.

Section 3.05. Seniority Lists

The Employer shall provide the Association with separate seniority lists for all full-time, part-time and per diem employees covered by this Agreement showing both company and classification seniority covered by this Agreement.

ARTICLE 4 - HOURS OF WORK

Section 4.01. Work Schedules

The Employer reserves the right to add to, delete, change, or implement any work schedule to efficiently meet the terms of any of its client contracts, customers or system status requirements.

- A. The Employer shall have the right to make work schedule changes, including adding new types of shifts (i.e., different shift lengths), in connection with the bid process, outlined in Section 4.02. Prior to each bid, the Employer shall provide the Association at least fourteen (14) calendar days advance notice of any work schedule changes. The Employer agrees to maintain work schedules and shift configurations within typical industry standards.
- B. When it is not possible to wait for a new bid (i.e., between bid cycles), the Employer shall have the right to make changes, including adding new types of shifts (i.e., different shift lengths),

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but shall provide at least fourteen (14) calendar days prior notice to the Association. The Association shall have the right to negotiate with the Employer upon request over the impacts of any mid-bid work schedule changes prior to implementation. If the parties are unable to reach agreement over the impacts of the changes on the employees within the fourteen (14) calendar day period, the Employer shall have the right to implement the proposed changes without further consultation with the Association. The Employer agrees to maintain work schedules and shift configurations within typical industry standards.

C. Prior notice to the Association shall not be required if a work schedule change is necessary to meet emergency conditions. In no case shall an emergency work schedule change continue for more than fourteen (14) calendar days.

D. Due to the nature of the Employer's operation, the Employer has established twenty-four (24)-hour shifts for certain EMTs and paramedics. Employees working 24-hour shifts understand and agree that the meal periods provided in paragraph 4.04(B) and a scheduled sleep period (not to exceed eight (8) hours) need not be considered hours worked even though the Employer elects to pay for those hours. Employees working 24-hour shifts understand and agree that the Employer has elected not to deduct any time for sleep or meal periods and will pay for all on-duty sleeping and meal times as hours worked regardless of interruption. The Employer agrees to continue to provide dormitory and kitchen facilities for employees working such schedules. Employees working 24-hour shifts will be paid at one and one-half times (1-1/2x) their regular base rate of pay for hours worked in excess of forty (40) in a single work week.

Section 4.02. Shift Bidding

A. All full-time employees shall establish their work schedules through a shift bidding procedure. Leads shall be excluded from the shift bidding process and the Employer shall place them to meet the needs of the business. Paramedic and EMT bids shall be implemented on January 1, May 1, and September 1 of each year. Each shift bid shall be conducted two (2) weeks prior to the implementation dates of each shift bid. The Employer shall post bid lists for each bid at least two (2) weeks prior to each shift bid. The Employer and the Association shall conduct system status meetings prior to posting bid lists for each shift bid.

B. A merged seniority list shall be used when awarding shifts during a bid. Classification seniority lists (Paramedic, EMT, Bridge EMT, Vehicle Service Technicians and Mechanics) shall be merged so that employees are ranked on the merged list by Company seniority while maintaining classification seniority with respect to other employees in the same classification. The Employer will provide the information to the Association upon request so that the preliminary seniority list for the bid can be prepared by the Association. The Association and the Employer will then meet two (2) weeks before the scheduled bid so that seniority lists can be finalized and published. All disputes pertaining to the seniority list must be submitted to the Association in writing seventy-two (72) hours prior to the start of the bid.

C. When it is not possible to wait for a new bid (i.e., between bid cycles), the Employer shall have the right to make changes, including adding new types of shifts (i.e., different shift lengths), but shall provide the Association with at least fourteen (14) days prior notice. Upon written request from the Association, the Employer shall meet with the Association to negotiate over identifiable

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impacts of such changes. However, the decision to make such changes shall not be negotiable or grievable. If the parties are unable to reach an agreement over the impacts of the changes, the Employer shall have the right to implement the proposed changes without further consultation with the Association. The obligation to negotiate over the impacts of changes needed to meet emergency conditions may be conducted within fourteen (14) days after implementation of the changes. Notice to the Association of changes implemented to meet emergency conditions shall be provided to the Association as soon as possible, but no later than the date the changes are implemented.

D. Employees shall not lose compensation due to an Employer initiated change between bid cycles in their regularly scheduled shift. Compensation includes regular base pay/wages for the shift on which the employee was working at the time of the change, plus any overtime pay inherent in the employee's regularly scheduled shift. Lost compensation will be made-up by providing these employees first priority for extra shifts or first priority for alternate shift schedules as they are available. To the extent an employee is unable to make-up lost compensation by working extra shifts, the Employer will assign the employee to other work within the Company. Under no circumstances shall the employee be required to work shifts on more than five (5) calendar days within any given payroll week in order to make-up lost compensation. Employees shall be compensated at their regular rate of pay. If the employee chooses not to accept other assignments offered by the Employer, the Employer is relieved of its obligation to restore lost compensation. Such obligation to restore lost compensation shall cease at the time a new schedule for all employees has been determined by the Employer or through procedures provided for in this Agreement (i.e., the shift bidding procedure). Lost compensation due to a change in an employee's work schedule, which is requested by the employee, is not covered by this section.

E. The Employer will continue advisory system status planning committees for paramedic and EMT resource allocation and to advise the Employer on systems status issues. The recommendations of the committees shall be of an advisory nature only. Each committee may include at least two (2) unpaid field employees named by the Association.

Section 4.02(a) Bid Lists

A. There shall be four (4) shift bidding seniority lists as follows

- List A - Paramedic/Bridge EMT
- List B – IFT EMT
- List C –Vehicle Service Technicians
- List D –Mechanics

B. Establishment of the Lists: Each employee's position on one of the lists shall be determined by the employee's classification seniority as specified in Section 3.01B of this Agreement.

C. Number of Positions: The Employer shall have the sole discretion to determine the number of positions available within the bargaining unit, which are required to perform work under the various Employer contracts.

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Float employees are defined as full-time relief employees who are scheduled to work an average of forty (40) hours per week and receive all benefits provided to regular full-time employees under this Agreement. Float positions shall not displace regularly scheduled positions. Float employees may work extra shifts in addition to their regular work schedule and such extra shifts shall not be considered part of the employee's regular work schedule. Floats will not be required to work more than twelve (12) hours per day, unless the float employee is assigned to a twenty-four (24) hour float position. Floats will have a minimum of eight (8) hours off between shifts.

Float employees are on "standby" status when not otherwise assigned to work a specific unit during their regularly scheduled shift hours. Float employees must remain available for immediate assignment from 0600 to 1400 hours during their regularly scheduled shift hours. Standby hours are considered regular work hours for which the employee shall be compensated based on their regular hourly rate of pay. Refusal to work an assignment or the inability of the Employer to contact the Float employee during the scheduled period shall be considered shift abandonment and shall result in corrective action.

The Employer retains the right to determine the number of float positions.

Section 4.04. Meal Periods

A. Due to the nature of the Employer's operations, the need for employee services will vary widely with each scheduled workday, and there are instances when employees cannot be completely relieved of all duties during a meal period. The nature of the Employer's operation includes the provision of emergency services to provide for and enhance public health and safety, and such services necessitate that employees remain in close proximity to their designated emergency vehicles. To allow for these circumstances, the Association, on behalf of the employees, has agreed to designate meal periods as "on-duty" and the Employer has elected to provide paid meal periods without any deduction of time at the employee's regular rate of compensation.

Employees understand that, due to the nature of the Employer's operations, there are occasions when employees will be required to respond to an emergency call during their meal period and/or occasions in which the meal period will be otherwise interrupted. If an employee's meal period is interrupted, the Employer will endeavor to provide an uninterrupted meal period during the same shift, but in the event that this uninterrupted meal period cannot be taken, the employee will be compensated one (1) hour of regular compensation at the employee's regular hourly rate.

Employees also understand that the Employer or the Association, on behalf of the employees, may revoke the agreement to provide "on-duty" meal periods in writing at any time.

B. Employees assigned to twenty-four (24) hour shifts shall be allowed three (3) paid meal periods. Employees assigned to a shift of less than twenty-four (24) hours shall be allowed one (1) paid meal period for every eight (8) hour work period, except that employees assigned to twelve (12) hour shifts are allowed a second paid meal period during their shift. In the event an employee works more than ten (10) hours but no more than twelve (12) hours, and the employee

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has received at least one (1) paid meal period during the shift, the Employer and employee agree to waive the second paid meal period. If employees assigned to twenty-four (24) hour shifts receive at least two (2) paid meal periods during the shift, the Employer and employee agree to waive the third meal period. Each paid meal period shall be thirty (30) consecutive minutes.

C. Employees working less than twenty-four (24) hour shifts may request meal periods through the dispatch center at any time during their shift except for the first and last hour of the shift, but cannot be required to take a meal period during the first three (3) hours and the last two (2) hours of their shift (i.e., non-24-hour meal period window). Employees working twenty-four (24) hour shifts may request meal periods through the dispatch center during each five and one-half (5½) hour segment during the first sixteen and one-half (16½) hours of their scheduled shift, except for the first hour of their shift, but cannot be required to take a meal period during the first three (3) hours and the last seven and one-half (7 ½) hours of their shift (24-hour meal period window).

D. Meal periods will generally be requested by crews or offered by the dispatch center during times of “non-activity.” For purposes of this section, “non-activity” means employees are not handling any calls, are not performing any work, and are not traveling to or from a post or other work-related location. Employees are encouraged to request meal periods and good faith efforts will be made to avoid interrupting a requested meal period. However, meal periods may be interrupted by emergency calls, post moves or when operationally necessary.

E. Employees who are offered a meal period by the dispatch center during a period of “non-activity” within the applicable meal period window and decline the meal period shall be deemed to have received their meal period. Employees who fail to request a meal period within the applicable meal period window and had a sufficient period of non-activity to receive an uninterrupted meal period equaling thirty (30) consecutive minutes shall be deemed to have received the meal period. CAD and/or AVL records will be utilized to determine whether an employee had a sufficient period of non-activity in which to receive an uninterrupted thirty (30) minute meal period. For purposes of this provision, “a sufficient period of non-activity” shall mean that CAD and/or AVL records show the crew had sixty (60) consecutive minutes of non-activity. The mere fact that an employee requests and is denied a meal period, or that a meal period is interrupted by a call or post move, will not be considered a missed meal period if they otherwise had a sufficient period of non-activity during the applicable meal period window to receive the required meal period(s).

F. For each shift that an employee does not receive all of the meal periods required by the parameters of this Section he or she shall be paid one (1) hour of regular compensation at the employee’s regular hourly rate per shift as a missed meal time premium. Employees must submit requests for missed meal time premiums within the pay period in which the employee was unable to receive a meal period as required by this section. The Employer will pay the meal period premium on the pay day for the pay period in which the shift was worked. In the event an employee believes that he or she was owed a premium but did not receive the premium on his or her paycheck for the pay period in which the shift for which the employee believes he or she is owed a premium is worked, the Employer will investigate, and if it determines a premium is owed, the premium

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will be paid on the pay day for the pay period in which the employee first reported that the premium was owed.

Section 4.05. Overtime

The workday is defined as a 24-hour period which begins at the employee's start of shift. The workweek is defined as a seven (7) consecutive day period which begins at 0000 Saturday and terminates the following Friday at 23:59:59.

Employees working less than 24-hour shifts will be paid at the rate of one and one-half times (1-1/2x) their regular base rate of pay for hours worked in excess of eight (8) in a single work day, and two times (2x) their regular base rate in excess of twelve (12) in a single work day.

Employees working 24-hour shifts will be paid at the rate of one and one-half times (1-1/2x) their regular base rates of pay for hours worked in excess of forty (40) in a workweek.

Section 4.06. Staffing Procedures

All employees may utilize the shift availability calendar to be considered for open shifts. Schedules will be posted weekly to provide a four (4) week look ahead. All available shifts including special events will be posted and shift pickup requests must be requested via the Employer scheduling program. All shift pickup request will be approved/denied within five (5) calendar days of submission. Employees must work the shifts they identify as being available to work unless availability for the particular shift is withdrawn at least five (5) calendar days prior to the shift. It is the employee's responsibility to check the Employer's scheduling system to see if they have been placed on a shift. Employees who submit morning availability may be contacted up to 12 p.m. (noon) and employees who submit full day and evening availability may be contacted up to 5 p.m. on the day they identify themselves as available. Employees must have a working phone number where they can be contacted for the days they submit shift availability. The Employer's inability to contact an employee who has posted availability, or an employee's failure to return any phone call by the Employer within thirty (30) minutes of the initial phone call from the Employer, will be treated as a "No Call/No Show," and will follow the attendance policy as specified in Article 8, Section 8.07.

Open and/or extra shifts in each classification will be filled in the following order:

1. Regular relief employees (floats).
2. Paramedic student status (PMSS) employees who have or will work less than 40 hours in the given workweek based on their scheduled and/or submitted availability days, including consideration of any shifts already picked up (from availability list).
3. Pier diem employees who have or will work less than 40 hours in the given workweek based on their scheduled and/or submitted availability days, including consideration of any shifts already picked up (from availability list).
4. Part-time employees who have or will work less than 40 hours in the given workweek based on their scheduled and/or submitted availability days, including consideration of any shifts already picked up (from availability list).
5. Full-time employees (from availability list)

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6. PMSS employees who have or will work equal to or more than 40 hours in the given workweek based on their scheduled and/or submitted availability days, including consideration of any shifts picked up (from availability list).
7. Per diem employees who have or will work equal to or more than 40 hours in the given workweek based on their scheduled and/or submitted availability days, including consideration of any shifts picked up (from availability list).
8. Part-time employees who have or will work less than 40 hours in the workweek based on their scheduled and/or submitted availability days, including consideration of any shifts already picked up (from availability list).
9. All call to all employees.

Section 4.07 Mandatory Will Work List

1. If the Employer determines that open shifts cannot be covered adequately through normal staffing procedures, including a voluntary will work process, such that the current needs of the system are not being met, the Employer shall have the discretion to implement a Mandatory Will Work List. However, a Mandatory Will Work List shall not be utilized to address understaffing when created by the Employer's decision to deplete existing staffing levels or allowing staff to deploy to national disasters or other events/incidents.

2. Prior to implementing a Mandatory Will Work List, the Employer shall notify the Association, with as much notice as possible, that a problem with staffing exists or will soon exist. The Association shall have seven (7) days to help alleviate the problem and ensure that staffing needs can be met through a voluntary will work process.

3. If after the seven (7) day period the Employer determines that a Mandatory Will Work List is still necessary to meet staffing needs, the Employer may implement a Mandatory Will Work List. Prior to implementing a Mandatory Will Work List, the Employer shall adhere to the following timelines:

- a) Provide a seven (7)-day notice to the bargaining unit members, which notice shall include a thirty (30) day list showing employee assignments of mandatory will work days.
- b) Upon conclusion of the seven (7)-day period referenced in subdivision (a), above, provide a ten (10) day notice to affected employees, which notice shall include a thirty (30) day list showing employee assignments of mandatory will work days.
- c) Provide the Association with advance copies of additional assignment lists should they be necessary.

4. Employees will be placed and rotated on the Mandatory Will Work List in order of reverse seniority and shall be permitted to select their mandatory work assignments based on their seniority.

5. Employees may trade their status on the Mandatory Will Work List by using the same procedure outlined for shift exchanges.

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6. The Employer agrees to pay employees placed on the Mandatory Will Work List two (2) times their regular hourly rate of pay for a shift, or part thereof, worked.

7. Inability of the Employer to contact an employee on the Mandatory Will Work List or failure of an employee to accept a work assignment between 0600 and 1000 hours shall be treated as a failure by the employee to accept an assignment and subject to progressive corrective action.

8. Once the Employer has determined that adequate employees will be available to meet staffing needs the Employer shall return to the regular staffing procedures.

Section 4.08 Mandatory Holdovers

A. Employees shall not leave their assigned duty station until properly relieved or otherwise off duty as provided herein. When possible, employees without relief shall be notified at least one (1) hour prior to the end of the scheduled shift. The employee must holdover even if not given the one-(1) hour notice. However, the Employer will strive to give employees advance notice when possible.

B. Employees may be required to holdover for up to two (2) hours following the scheduled end of their shifts to wait for their individual relief (“mandatory holdover”). Employees working on units that do not have an opposite shift are not subject to holdover. Should the potential for a mandatory holdover arise, a reasonable effort will be made to find voluntary coverage before requiring an employee to holdover. If held over, employees shall be paid an hourly rate equal to two times (2x) their regular rate of pay (“holdover rate”) for the period of time in which they are required to holdover. If the employee is required to stay for the entire two (2) hour holdover, the employee will be paid an additional one (1) hour of pay at the employee’s regular rate of pay (“holdover premium”) for the holdover.

Employees who receive a call for service that cannot be completed prior to the scheduled end of their shift are not on mandatory holdover while performing work related activities, including travel time back to the employee’s deployment location, following the scheduled end of their shift. Employees shall be paid for this time in accordance with applicable overtime procedures, but shall be out of service upon completion of the call that extended beyond their scheduled end of shift. However, if a Level 1 call occurs in the unit’s immediate area, the unit will be required to respond to the call, if assigned by dispatch. If assigned the call, the crew shall be deemed to be on mandatory holdover and compensated in accordance with Section 4.08 B. Following completion of the Level 1 call, the unit shall be hard out of service and dispatch will not assign another call.

When a crew cannot be relieved from duty within two (2) hours following the scheduled end of their shift, the duty supervisor shall bring a relief crew to the offload hospital to complete the crew change and the crew will be placed on an offload delay.

C. Employees who have special needs (i.e., school or child care needs) shall declare and adequately document these needs, on a quarterly basis, in writing to the Employer and the Employer will attempt to avoid holding over such employees.

D. Vehicle Technicians and Mechanics:

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Employees may be required to holdover for up to two (2) hours following the scheduled end of their shifts. Should the potential for a mandatory holdover arise, a reasonable effort will be made to find voluntary coverage before requiring an employee to holdover. If held over, employees shall be paid two times (2x) their regular rate of pay for the period of time in which they are required to holdover. If the employee is required to stay for the entire two (2) hour holdover, the employee will be paid an additional one (1) hour of pay at the employee's regular rate of pay (the holdover premium).

E. Vehicle Technician:

The vehicle service technicians are not permitted to work more than eighteen (18) consecutive hours in any given 24-hour period unless there a catastrophic event or immediate business need.

F. Mechanics:

Mechanics are not permitted to work more than twelve (12) consecutive hours in any given 24-hour period unless there is a catastrophic event or immediate business need.

Section 4.09. End of Shift Ambulance Cleaning and Restocking

1. All units shall be cleaned and restocked prior to the end of shift.
2. Float units (defined as an ambulance unit that has no scheduled relief) will be in service within 15-minutes of their scheduled start time. Float units must go in service as soon as possible and if unable to do so must report what caused their delay.
3. Float Unit End of Shift (EOS): Thirty (30) minutes prior to EOS, float units are soft out of service (e.g., 4-minute response time extension). If a Level 1 call occurs in that float unit's area between 30 and 15 minutes prior to the end of shift, and dispatch assigns the call to the unit, the unit must respond. Fifteen (15) minutes prior to EOS, float units are hard out of service. Dispatch will not assign calls to units between 14 and 0 minutes prior to the end of shift.
4. Employees working the float unit will not depart from their shift until the scheduled EOS.
5. Crews that are held-over to complete cleaning and restocking shall be compensated in accordance with Section 4.08 B for the period of the holdover.

Section 4.09 (a) End of Shift-Fleet

All fleet employees shall be required to complete a turnover checklist for vehicles being serviced at the end of their shift. In addition, the fleet shop truck shall be cleaned and restocked at the end of shift.

Section 4.10. Partner/Shift Vacancy

Any employee who reports to work as scheduled or requested by the Employer and who is not permitted to work through no fault of their own shall accept assignment to another unit for the duration of the originally scheduled shift, unless the Employer determines that no alternate

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assignment will be provided, in which case the employee will be immediately released from duty and paid four hours at his or her base rate of pay.

Section 4.11. Shift Trades, Giveaways and PTO Found Coverage

- A. A shift trade is defined as an hour-for-hour exchange with another employee of the same classification.
- B. A shift give-away is defined as an instance when an employee secures his/her own coverage for a scheduled shift and receives no compensation.
- C. “PTO found coverage” is defined as an instance where an employee uses PTO and secures his/her own coverage for a scheduled shift. “PTO found coverage” shall not be counted toward their give-away allotment for the year.
- D. All bargaining unit employees may utilize shift trades, give-aways and PTO found coverage in accordance with this section.
- E. The employee requesting a shift trade, give-away or PTO found coverage is responsible for notifying the Employer of the trade, give-away or PTO found coverage. Requests for a shift trade, give-away or PTO found coverage must be acknowledged by the employer prior to the start of the shift trade, give away or PTO found coverage.
- F. Employees involved in the shift trade, give-away or PTO found coverage shall confirm through the Employer’s scheduling program the particular dates and shifts each employee will work.
- G. Once a shift trade, giveaway or PTO found coverage is acknowledged by the Employer, each employee is responsible for the shifts they have accepted. All policies and procedures regarding fulfilling assigned shifts are in full effect.
- H. Employees may not give away more than twenty-four (24) of their shifts per year.
- I. Shift trades shall not cause any additional costs to the Employer. Shift give-aways and PTO found coverage shall not be denied merely because the employee accepting the shift is eligible for overtime compensation.

Section 4.12. On-call Pay for Mechanics

On-call status is defined as a status designated by management whereby an employee is required by management to remain fit for duty, be reachable and readily available to report for work outside their regular shift hours. All Mechanics must participate in the on-call rotation. On-call rotations may be traded or given away.

Mechanics who are designated by management to work in “on-call” status shall be paid \$5.00 per hour while on-call. Employees will be required to respond to the assigned call within thirty (30) minutes of notification (wheel turn). The employee must arrive at the location within an hour.

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If an employee is placed on a call, the employee will be compensated an additional .5 premium hourly rate, with a two (2) hour minimum guarantee. Once the call is complete, the employee will revert to the established on-call rate of \$5.00per on-call hour.

For timekeeping purposes, the Mechanic must notify dispatch when responding to the call and advise of all status changes. Once the Mechanic completes the call, they are required to notify dispatch.

Mechanics are required to record on-call timekeeping on the designated department form. The form must be submitted to the department manager so it can be approved and processed within the respective pay period. Failure to submit records in a timely manner may result in payment delay. In the event the Mechanic has a discrepancy with the start and end time of their response, they may request to review the AVL or designated Employer records with their department manager.

ARTICLE 5 - UNIFORMS AND APPEARANCE

All full-time, part-time and per diem employees shall wear the uniform provided by the Employer while on duty. Wearing uniforms while not on duty or while performing non-Employer related business is prohibited and subject to corrective action.

Section 5.01. Uniform Allotment

The Employer shall provide all new employees with the following allotment of appropriately sized and designated uniform items:

EMT & Paramedic

- 4 pair of standard pants
- 4 standard Class B shirts
- 1 belt (plain black) 1 badge
- 1 baseball hat
- 1 soft-shell jacket
- 1 pair safety steel/composite toed black boots up to \$190 (voucher provided)
- 1 high visibility EMS jacket
- *Per diem and Part-time EMTs and paramedics receive half the full-time allotment for pants and shirts and one pair of steel/composite toed black boots up to \$190 (voucher provided).

Mechanics (Full-Time)

- 11 pair of pants
- 11 shirts
- 1 belt
- 1 pair safety steel/composite toed black boots up to \$190 (voucher provided)
- 2 jackets

Vehicle Service Technicians (Full-Time)

- 4 pair of pants
- 4 shirts
- 1 belt
- 1 pair safety steel/composite toed black boots up to \$190 (voucher provided)

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1 jacket
2 sweatshirts

The Employer will replace, solely at its cost, any of the above uniform items that are damaged in the performance of an employee's job duties. Worn uniform components will be replaced at no charge upon return of the worn items to the Employer. The replacement of safety steel/composite toed black boots shall be as specified in Section 5.02 of this Agreement.

The Employer will make uniform accommodations for employees requiring new uniforms due to pregnancy.

Employees must return the above Employer-issued uniform and equipment items upon separation from employment or at the request of the Employer.

In addition to the currently supplied uniforms provided to paramedics, Community Paramedics assigned to the community health and innovation team (RAP team) shall be provided uniforms which are designed and required by the San Diego Fire Department, to include five (5) shirts, five (5) pants, belt, one 1/4 zip sweatshirt, one soft shell jacket, and one rain gear jacket. Should the San Diego Fire Department modify or otherwise alteration the assigned uniform, such changed uniforms shall be supplied to RAP team members.

Section 5.02. Boot Allowance

All employees are required to wear black steel/composite toed boots at all times while on duty. All employees shall receive a voucher up to a maximum of \$190 for the replacement of black steel/composite toed work boots. Employees shall receive the replacement boot allowance twenty-four (24) months after the employee's last boot allowance. All employees are required to wear black steel/composite toed boots at all times while on duty.

Section 5.03. Uniform Allowance

A \$100 voucher at ACE will be paid to all full-time and part-time EMTs and paramedics on their anniversary date following their first full year of employment.

Section 5.04. Uniform Cleaning

The Employer agrees to provide a cleaning/laundry allowance of \$15.00 per pay period for full-time and part-time EMTs, paramedics, and vehicle service technicians to ensure that uniforms consistently present a positive, professional image. Per diem EMTs, paramedics, and vehicle service technicians receive a cleaning/laundry allowance of \$3.00 per pay period. At the sole discretion of the Employer, the Employer may establish a process for the cleaning/laundrying of employee uniforms. If such a process is established, the cleaning/laundrying allowance will be discontinued.

Employees shall be responsible for general cleaning/laundrying of all uniform items, except where biohazard or OSHA standards apply. The Employer shall designate a location for employees to handle and clean uniforms contaminated through contact with bio-hazardous material.

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Section 5.04(a) Mechanic Uniform Cleaning

The Employer will provide laundry services for the Mechanics' uniforms.

ARTICLE 6 - HEALTH AND SAFETY

Section 6.01. Responsibility for Health and Safety

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

The Association recognizes the right of the Employer to implement and enforce safety rules as may be required from time to time to comply with local, state or federal laws and regulations, or to comply with the contractual safety and OSHA requirements of the Employer's customers. Provided that employees have received appropriate training, all employees shall be required to abide by such safety and OSHA rules.

Section 6.02. Employer Provided Vaccinations and Health Examinations

A. The Employer shall offer at no cost to employees the following vaccinations and health examinations at the occupational medicine facility of the Employer's choice:

1. Hepatitis B inoculation series. The employer shall ensure that the Hepatitis B Immunizations are provided and documented for all field employees who desire them.
2. TB Testing (including chest X-ray if indicated) will be done annually, or whenever exposure occurs in compliance with local Public Health regulations.
3. HIV tests upon suspected exposure.
4. DMV Physicals

Section 6.03. Personal Protective Equipment

A. The Employer shall provide the following safety equipment to employees covered by this Agreement:

1. Safety helmet
2. Reflective safety vest
3. One (1) pair Uvex or similar style protective glasses
4. Hearing protection
5. Any other personal protective equipment required by the Employer or by law.

B. Employees are responsible for safeguarding and properly storing Employer-provided personal safety equipment. The cost to replace Employer provided personal safety equipment that is lost, stolen or damaged as a result of the employee's dishonest, willful or grossly negligent conduct shall be the responsibility of the employee. (Wage Order 9, Section 8)

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ARTICLE 7 - LEAVES OF ABSENCE

Section 7.01. Personal Leaves of Absence

All full-time employees may request an unpaid Personal Leave of Absence (PLOA). A PLOA cannot exceed one hundred eighty (180) days in a rolling 12-month period and must be for a minimum of thirty (30) days. Personal leave may be granted for special circumstances as determined on an individual basis by the Employer.

In instances where a PLOA is taken for educational purposes, exceptions may be granted at the sole discretion of the Employer. Employees will be required to provide supporting documentation validating the leave for educational purposes. A PLOA requested specifically to attend an Employer approved paramedic training school may be granted. At no time shall a leave of absence be granted to permit employees to work for another private or public provider of emergency or non-emergency ground medical transportation.

Section 7.02. Workers' Compensation Leave

Following implementation of this Agreement, employees who become ill or injured as a result of their job responsibilities and are unable to perform their normal work duties will be granted a leave of absence not to exceed twelve (12) calendar months in any rolling eighteen (18) month period from the onset of the leave, subject to applicable state and federal law. Such leave shall not extend beyond their period of incapacitation for duty. An employee who fails to return at the end of the scheduled leave of absence shall be considered separated from employment. If an employee is cleared to return to work and fails to return to work may be terminated, except that employees will be allowed an additional forty-five (45) days following their clearance to return to work in order to restore any required licenses, certifications or accreditations. The Employer retains the right to terminate any employee who fails to restore the required license, certification, or accreditation within the forty - five (45) day period immediately following expiration of such leave.

The Employer will offer light duty to employees who have suffered a work-related injury or illness and are temporarily disabled from performing their normal duties. Such light duty or alternative work must be consistent with the employee's identified work restrictions. The Employer will provide onsite light duty or alternative work assignments at the Employer's facilities for no more than five (5) positions at any given time. In the event a temporary event or project exists that creates a business need for additional temporary light duty or positions, Employer may implement additional positions, but shall not be required to do so. If the Employer exhausts the total number of onsite light duty assignments (assignments may be provided to employees disabled by industrial and non-industrial injuries as well as for other reasons), the Employer may offer alternative work assignments in the form of an offsite placement through the Employer's vendor. Such offsite assignments must be located within a reasonable distance from the employee's residence and shall not exceed the employee's normal commute distance to their usual worksite absent agreement from the employee. Employees placed in offsite light duty or alternative work assignments shall remain bargaining unit employees covered by all terms and conditions of this Agreement. Employees working in light duty or alternative work assignments shall be paid at their 12-hour rate for hours actually worked in the light duty or alternative assignment. Employee compensation will be supplemented with temporary partial disability (TPD) payments where necessary to

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ensure employees do not receive less than the amount of total temporary disability (TTD) benefits to which they would otherwise be entitled pursuant to state law. Employees that decline such light duty or alternative work assignments will not be eligible to obtain total temporary disability (TTD) benefits in the amount of the wages for the position offered, pursuant to state law.

Such light duty and alternative assignments shall be considered a reasonable accommodation under the FEHA and ADA, and therefore shall not be considered a permanent position. The Employer shall continue to be required to engage in the interactive process with each employee with respect to his or her continued or ongoing employment.

In the event an employee is separated from employment after twelve (12) months on a Workers' Compensation leave and is subsequently medically cleared to return to full duty within three (3) months following the separation from employment, the employee shall have first right of refusal for an open position in the employee's most recent classification, provided the employee has all the required certifications and licenses. Should the employee be rehired in accordance with this Section, the employee shall have all seniority, PTO, pay and benefits restored to the level the employee would have received if the employee had not been separated from employment.

Section 7.03. Family and Medical Leave/California Family Rights Act/California Pregnancy Disability Leave and Other Disability Leaves

The Employer shall grant Family and Medical Leave (FMLA), California Family Rights Leave (CFRA), Pregnancy Disability Leave, Organ Donor Leave, California School Activities Leave, Victims of Domestic Violence Leave, Voting Rights Leave and all other leaves in accordance with federal, state and local laws. Employees may elect to use accrued paid time off (PTO) while on any of these approved leaves. However, intermittent medical leave, including partial day absences, will be charged to the employee's available PTO. Once an employee's PTO is exhausted, approved leaves will be unpaid.

Section 7.04. Jury Duty

Employees who are summoned for jury service will be granted time off to meet their jury service obligation in accordance with law. Employees shall receive compensation for up to a maximum of ten (10) scheduled working days missed as a result of jury service.

Compensation shall be based on the difference between the employee's regular hourly rate and any compensation received for jury service. Employees may opt to refuse compensation and continue working during the period of their jury service if reasonably feasible. Employees will be afforded every opportunity to pick up open shifts and the Employer shall accommodate such requests dependent upon the operational schedule.

If the employee is excused from jury service and more than four (4) hours remain in the employee's normally scheduled work day, the employee shall return to work.

Employees who are summoned for jury service shall notify the Employer at least five (5) calendar days in advance of the jury service.

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Employees subpoenaed by a governmental agency to appear in an administrative or legal proceeding, or to give a deposition in same, about a work-related matter shall be granted time off without loss of pay or benefits. Employees must submit documentation reflecting the time spent in compliance of said subpoena to the Operations Manager upon their return to work in order to receive payment for such time. Employees who are excused from their obligation with more than four (4) hours remaining in their normally scheduled work day shall return to work.

Employees subpoenaed or called to testify on behalf of the Employer about work-related matters shall be granted time off and receive compensation as hours worked at their applicable rate of pay. Employees must submit documentation reflecting the time spent in compliance of said subpoena or request to testify to the Operations Manager upon their return to work in order to receive payment for such time.

Employees shall not be entitled to compensation under this provision if the employee is subpoenaed by or on behalf of a present or past employee to appear in a legal or administrative proceeding initiated by the present or past employee against the Employer. However, the Employer shall ensure the employee is allowed the time off for such proceeding and allow the employee to use PTO for the time off if requested.

Section 7.06. Bereavement Leave

When a death occurs in an employee's immediate family, the employee shall be entitled to paid bereavement leave for up to three (3) scheduled shifts that fall within ten (10) calendar days from the date of request. Any employee who is notified of a death in the immediate family while on duty will be relieved from duty for the remainder of their shift with pay upon notification to the supervisor.

An immediate family member for the purposes of this section is defined as the employee's spouse, child, including still birth, stepchild, parent, step-parent, mother-in-law, father-in-law, sister, brother, stepsister, stepbrother, grandparent, grandchild, aunt, uncle, domestic partner or significant other residing with the employee at the time of death.

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

Time off without pay may be granted or an employee may use accrued PTO in cases of bereavement for individuals not included in the definition of the immediate family, or for bereavement travel, provided advance notice has been made to the Employer.

Section 7.07. Military Leave

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state and local law. Military leaves are unpaid, but the employee may use accrued PTO during the absence. If an employee chooses to continue health benefits while on military leave, the Company

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will continue to pay the Company-portion of insurance premiums for up to twelve (12) months, so long as the employee remains on active duty and pays the employee-portion of premiums during that time. Employees will then be offered continuation of benefits under COBRA for up to an additional twelve (12) months. Upon reemployment, any break in employment due to military service will not be treated as a break in service for any purpose. Reinstatement shall be governed by the federal, state, and local laws referenced above.

Section 7.08. Benefits During Leaves of Absence

All health and welfare benefits, including health care spending accounts, for employees on approved leaves of absence may be continued or revoked at the employee's request for the duration of the leave. Cancellation of benefits must occur within thirty-one (31) days of the onset of the leave. Employees who choose to continue health benefits during an approved leave of absence remain responsible for their share of the insurance premiums. Employees who choose not to make the premium payments will have their coverage discontinued and will be offered the continuation of benefits in accordance with Internal Revenue Code Section 162(k), Consolidation Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer matching contributions to the company 401(k) Plans will not be made during any non-FMLA Leave of Absence. Employees are eligible to resume participation in these plans as provided for in the plan document. 401(k) loan payments may be suspended for up to one year during a leave of absence if written notice is provided to the Benefits Service Team.

Seniority shall continue to accrue during all approved leaves of absence, except for an unpaid PLOA. Employees do not accrue PTO and are not entitled to holiday pay while on an approved leave of absence.

Section 7.09. Return from Leave

Employees on any leave of absence which exceeds thirty (30) calendar days shall notify the Employer at least fourteen (14) calendar days prior to the employee's expected date of return to work of their intention to return to work.

The Employer shall make every reasonable effort to return employees to their former assignment upon return from any leave of absence. Employees shall receive the rate of pay (plus any applicable wage increases) and shall be entitled to all seniority and benefits they acquired and/or accrued prior to taking such leave and any additional accruals to which they are entitled. Returning employees shall be eligible to participate in the next shift bid after their return to work.

ARTICLE 8 – PAID TIME OFF**Section 8.01. Paid Time Off**

Paid Time Off (PTO) is the combined accumulation of sick leave, personal time, and vacation into an account. PTO is defined as compensated leave for eligible employees who are absent from work due to illness, injury, medical or dental appointments, vacation, personal business, or approved extended leave.

SDAPP-FALCK AGREEMENT 3.16.23**Section 8.02. PTO Accrual Rates and Compensation**

A. Full-time and part-time employees accrue PTO each pay period based on Company seniority as specified in the chart below. In order to compensate employees for the overtime inherent in their regularly scheduled shifts, full-time employees assigned to 24-hour shift schedules receive sixty-four (64) hour credits for each week of PTO to which they are entitled. Full-time employees assigned to shift schedules of 48 hours or less receive fifty-five (55) hour credits for each week of PTO to which they are entitled. Full-time employees assigned to 40-hour schedules receive forty-four (44) hours (Daily overtime schedule) or forty (40) hour credits for each week of PTO to which they are entitled. Part-time employees accrue PTO in the amounts specified for part-time employees, below.

B. PTO hours continue to accrue while employees are on approved PTO but the additional accrual may only be used after the employee returns to work. PTO credits are not earned during unpaid leave periods. Employees may begin using their accrued PTO following ninety (90) days of employment.

C. PTO hours may be accumulated and banked up to a maximum of four hundred (400) PTO hours for full-time employees and two hundred (200) hours for part-time employees. Employees who reach the 400 hour or 200-hour maximum accrual will be automatically cashed out at their straight-time hourly rate for accruals in excess of 400 and 200 hours, respectively.

D. Employees accrue PTO hours at the following rates:*

Employment in Full Time or Part-Time position	Annual Leave Accrual (weeks)	64 Hour Credit Bi-Weekly Accrual	55 Hour Credit Bi-Weekly Accrual	40 Hour Credit 4-10hr/5-8hr Schedule Bi-Weekly Accrual	Part-time (48 hours bi-weekly schedule)***
0 to 90 Days	0	6.76**	5.82**	4.65/4.24**	2.55**
91st Day**	1.375**				
7 to 12 months	1.375	6.76	5.82	4.65/4.24	2.55
13 to 24 months	3.5	8.62	7.40	5.92/5.38	3.23
25 to 48 months	4.25	10.46	8.99	7.19/6.54	3.93
49 to 72 months	5.5	13.54	11.63	9.31/8.46	5.08
73 to 144 months	6.0	14.77	12.69	10.15/9.23	5.4
145 and above	6.5	16.00	13.75	11.00/10.00	6

* Current employees whose accrual rates are higher than those associated with their months of full-time employment shall continue accruing at their higher rate until they move to the next higher accrual rate.

** 1.375 weeks will be deposited to the employee's PTO bank on the first pay period following the completion of ninety consecutive days of employment.

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*** The part-time position shall not be implemented until the date this Agreement is implemented in accordance with Section 23.04. Employees who commence working in the part-time position after that date shall begin accruing PTO at the 0-90 day rate, and move up subsequently as they continue to work in that position, regardless of their previous years of employment with the Company.

E. PTO hours are normally charged against an employee's accumulated PTO hours bank on an hour for hour basis. However, employees may, at their option, request that PTO hours be charged at one and one-half times (1.5x) the PTO hours taken off in order to compensate for any overtime inherent in their regularly scheduled shifts. For example, an employee who works a 12-hour shift schedule may request that 14 hours of PTO be charged so that the employee receives sufficient compensation for the four hours of daily overtime inherent in their 12-hour shift (i.e., additional two hours to provide half-time compensation for the four hours of daily overtime). PTO hours accrue at sufficient rates to compensate for the overtime inherent in an employee's regularly scheduled shifts. At no time will employees be compensated for more than one and one-half times (1.5x) the total number of hours off on PTO. Employees must indicate their desire to be compensated at one and one-half times (1.5x) for their PTO hours when completing their PTO/Shift Give Away request form or by notifying the Employer's payroll specialist a minimum of seven (7) calendar days prior to payday.

Section 8.03. PTO Usage for Illness/Injury

A. Employees are entitled to use their accrued PTO to be off work without the loss of compensation under the following conditions:

- (1) For the employee's own illness or injury or for the illness or injury of the employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.
- (2) For the employee's receipt of medical or dental care or consultation or for the medical or dental care or consultation of the employee's family member.
- (3) For employees who are victims of domestic violence, sexual assault or stalking as specified in state law.

Per diem employees are granted three (3) shifts of sick leave per year that may be used for the reasons identified in Section 8.03. Per diem employees become eligible to use their sick leave starting on the 91st calendar day following employment. Per-diem employees may carry over unused sick leave to a maximum balance of forty-eight (48) hours. Per-diem employees may not cash out unused sick leave upon separation from employment or at any other time.

SDAPP-FALCK AGREEMENT 3.16.23**Section 8.04. PTO Usage for Vacations/Personal Time**

A. Full-time and part-time employees may preschedule PTO for vacations and personal time using the PTO/Shift Trade Request form, or other approved mechanism. Scheduled PTO requests must be for a minimum of one (1) hour for vehicle service technicians (including leads), mechanics (including leads) and other employees who are not working shifts on ambulances within the 911 system. Scheduled PTO requests for paramedics and EMTs working on ambulances within the 911 system must be for a minimum of twelve (12) hours or for a full shift when the employee's shift is scheduled for twelve (12) hours or less. PTO requests for half-shift releases from 24-hour shifts on ambulances within the 911 system are only permitted at the beginning or mid-point of the shift. Employees must have accrued PTO hours available (less any previously approved PTO requests and/or deductions for non-work-related injury/illness) sufficient to cover the requested time off on an hour for hour basis for the request to be considered.

B. PTO must be requested at least fourteen (14) calendar days in advance of the first requested date off. Provided that PTO has been requested timely under this paragraph, the employee has accrued PTO hours (less any previously approved PTO requests and/or deductions for non-work-related injury/illness) sufficient to cover the requested time off and the request has been approved by the Employer under the standard set out in Section C, below, the Employer will be responsible for shift coverage. However, the employee shall remain responsible for the scheduled shift(s) until the employee receives confirmation from the Employer that the PTO request is approved

C. Provided adequate personnel are available to accommodate the necessary workload, employees will be granted prescheduled PTO when requested. The Employer may deny a prescheduled PTO request within 911 field operations if more than ten percent (10% rounded up) of the total 911 field operations positions (Paramedic and Bridge EMTs) for the day have been approved for PTO. The scheduler or designee shall respond to the PTO request within seventy-two (72) hours of the submission date.

D. Employees who are denied a request for PTO may still take the time off provided they secure their own shift coverage in accordance with the shift trade and giveaway provisions of this Agreement.

E. Employees may use PTO to take up to two (2) regular shifts off for personal reasons per calendar year (personal days). Time off for personal reasons will be charged on an hour paid for hour off basis against accrued PTO hours. In addition to the PTO permitted in paragraph 8.04 C above, a minimum of four (4) employees may be granted personal time off per day, subject to the following procedures:

1. Personal days must be requested in writing a minimum of forty-eight (48) hours in advance of the requested date off. Provided the personal day was requested at least forty-eight (48) hours in advance, the employee has accrued PTO hours (less any previously approved PTO requests and/or deductions for non-work-related injury/illness) sufficient to cover the requested time off and the request is approved by the Employer, the Employer will cover the shift.

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2. Employees shall remain responsible for the scheduled shift(s) until they receive confirmation from the Employer that the requested personal day is approved. Requests for personal days off shall be deemed approved if the Employer does not deliver a written denial of the request to the employee within twenty-four (24) hours following the employee's submission of the request to the Employer. The Employer may only deny a request for personal time off when the Employer can demonstrate at the time of denial that adequate personnel will not be available to accommodate the necessary workload on the date requested for the personal day off and granting the request would cause undue detriment to the Employer's business.

Section 8.05. Pay-in-Lieu of PTO

An employee may receive pay-in-lieu of PTO hours six (6) times a calendar year by completing the Request for Leave of Absence Form. Employees are required to retain at least forty-eight (48) hours of earned PTO before obtaining pay-in-lieu of PTO hours in order to ensure a reserve fund for unplanned illnesses. A request for pay-in-lieu of PTO must be submitted to payroll at least ten (10) calendar days prior to the pay day on which the employee desires to receive the funds.

Section 8.06. Employee Termination and PTO

Employees who separate from the Company for any reason shall be paid for all unused accrued PTO hours in addition to all other compensation owed to the employee. PTO hours shall be paid at the employee's regular straight time hourly rate at the time of separation.

Section 8.07. Attendance

Employees are expected to be ready to begin their shifts at their designated work-station and start time. Timely and regular attendance is an expectation of performance for all Falck employees. To ensure adequate staffing, positive employee morale, and to meet expected productivity standards throughout the organization, employees will be held accountable for adhering to their workplace schedule. Every employee will be responsible for adhering to the guidelines of acceptable attendance within this article.

On occasion employees and their family members may encounter illness, injury or other situations that prevent them from working their scheduled shifts. Although these situations may be unforeseeable, unless the absence or tardy qualifies as Paid Sick Leave, Protected Leave, or Pre-Approved Absences or Tardies (as defined below), the absence or tardy will result in occurrence points.

Section 8.08. Occurrence Point System

Occurrence points will be calculated on a rolling 12-month system that will allow a maximum of 8 points for any employee. Progressive corrective action will begin at point 5. Reaching 8 or more points may lead to dismissal.

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One Unauthorized Tardy	= 1/2 point
One Unauthorized Absence	= 1 point
One Unauthorized Absence on a Holiday	= 2 points
One No Call/No Show	= 5 points

Progressive Corrective Action Steps

Point 5	= Verbal Warning
Point 6	= Written Warning
Point 7	= Final Written Warning
Point 8	= Dismissal

When an employee reaches a given point level, the progressive corrective action shall be issued in accordance with the highest point level at that time. For example, an employee with 2 points who receives a No Call No Show shall be issued a Final Written Warning, but it is not necessary to also issue a Verbal Warning or a Written Warning. Employees who are issued progressive corrective action for occurrence points will be promptly notified of the corrective action so that the employee has a reasonable opportunity to avoid incurring additional occurrence points and progressive corrective action.

Points may receive an accelerated removal from the attendance tracking record by employees working designated "Amnesty Shifts." Amnesty Shifts shall be designated by the Employer and posted at each time the updated schedule reflecting open shifts is published. At a minimum, shifts will be posted on the electronic scheduling system but may be posted on additional platforms used by the employer. The shifts designated to be Amnesty Shifts shall not be disclosed to any field employee prior to the posting. When the schedule is posted, a minimum of one (1) in each zone shall be designated as Amnesty Shifts. Once posted, employees may sign up for Amnesty Shifts on a first come, first serve, basis, in accordance with the applicable rules regarding minimum time between shifts and maximum shift length. The Employer may decrease the number of Amnesty Shift on weeks where the required number of shifts are not available.

Working an Amnesty Shift will result in the removal of one (1) attendance point from the attendance tracking record, however, only points received for: (1) Tardies, (2) Absences, and (3) No Call/No Shows where the employee ultimately appeared and worked a shift, can be removed by working an Amnesty Shift. The point removed will be the oldest active points on record. Amnesty Shifts can only be used to remove points that were already incurred and cannot be used prospectively. This Attendance Policy and the point system will apply equally to Amnesty Shifts.

Section 8.09. Definitions

Tardy: A tardy means arriving at work between 1 and 30 minutes late, or leaving a shift early where there is less than ¼ of the shift remaining (i.e., three hours of a 12-hour shift or six hours of a 24-hour shift).

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Paid Sick Leave: (PSL) means an absence or tardy covered under state sick leave laws, or similar laws for special circumstances. Employees are entitled to use up to three shifts of Paid Time Off (PTO) as Paid Sick Leave per year. To use Paid Sick Leave, employees must provide notice in advance of the absence (i.e., for a prescheduled doctor's appointment), or in the case of an unforeseen illness, as soon as practicable. No prior approval or Dr.'s note is required for the use of PSL. Employees wishing to utilize PSL for an absence must tell their supervisor at the time they provide notice that the absence is due to the injury or illness of the employee or family member, and PSL will be applied if the PSL for that year has not already been exhausted. Employees taking PSL on consecutive days must call in and report the absence each day unless other arrangements were previously made. PSL will not count as an occurrence point.

Protected Leave: Protected Leave means an absence or tardy approved under the Family Medical Leave Act (or a state counterpart, such as the California Family Rights Act) or an absence approved as an accommodation for a disability (including Pregnancy Disability Leave in California).

Employees taking Protected Leave on consecutive days must call in and report the absence each day, unless other arrangements were previously made. Protected leave absences will not count as an occurrence point.

Pre-Approved Absences or Tardies: A Pre-Approved Absence means time off that is: (1) taken using accrued and available PTO; AND (2) requested at least 14 days in advance of the start of the shift; AND (3) pre-approved by the scheduling department (scheduling) per the CBA.

In the case of PTO taken to care for a sick child or family member (when taken in excess of the amount allotted for Paid Sick Leave or when Protected Leave is not available) where 14 days' notice is not possible due to the sudden nature of the illness, the absence may nevertheless be approved by a supervisor or scheduling, provided: (1) the employee demonstrates 14 days' notice was not possible, and (2) the employee can provide medical documentation substantiating the absence upon return to work. In that case, the absence will be considered a Pre-Approved Absence, even though less than 14 days' notice was provided.

A Pre-Approved Tardy means the employee previously received scheduling or supervisor approval for the late arrival or early departure. Pre-Approved absences or tardies will not count as an occurrence point.

Unauthorized Absence or Tardy: An Unauthorized Absence or Tardy means an absence or Tardy (as defined above) that is not Protected Leave or a Pre-Approved Absence or Tardy. Instances where an employee misses a shift, arrives after the start time of their shift, leaves their shift before completing $\frac{3}{4}$ of the shift (i.e., nine hours of a 12-hour shift or 18 hours of a 24-hour shift) will be considered an *absence* (not a tardy), and will be considered an Unauthorized Absence unless it qualifies as Pre-Approved or Protected. Employees who miss up to (4) four consecutive scheduled shifts for their own or a family member's illness or injury (that does not qualify as a Preapproved Absence, Paid Sick Leave or Protected Leave) will receive only one point where they provide medical documentation substantiating each absence arose from the same illness or injury.

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No Call/No Show: Defined as an Unauthorized Absence where the employee fails to verbally notify a supervisor or manager of an absence or tardy prior to thirty (30) minutes after the start of his/her assigned shift start time. In this instance, an employee will receive the number of points associated with a No Call/No Show instead of an Unauthorized Absence or Unauthorized Tardy.

If an employee has No Call/No Shows on two consecutive days, the employee will be considered to have voluntarily resigned.

Extenuating Circumstances: A No Call/No Show may be documented as a single Unauthorized Absence in cases where an employee was not reasonably able to notify the employer within the first 30 minutes of the start of the shift.

Section 8.10. Shift Abandonment

Leaving a shift prior to the scheduled end of the shift without proper relief or prior authorization from a supervisor will be regarded as shift abandonment and will subject the employee to immediate corrective action, up to an including termination.

ARTICLE 9 – HOLIDAYS

Section 9.01. Recognized Holidays

The following holidays are recognized for purposes of holiday pay:

1. New Year's Day
2. Martin Luther Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Day

Section 9.02. Holiday Pay

Employees working on a recognized holiday will be paid holiday pay at a premium rate equal to one half (.5) the employee's base hourly rate in addition to their regular compensation. Holiday pay will be paid to all employees who work on a holiday between 0000.00 to 2359.59 hours for any hours worked on the holiday. No employee shall be paid greater than two times (2x) their regular base hourly rate of pay for any time worked on a holiday.

Section 9.03. Time Off on Holidays

A. Except as provided above, EMTs and paramedics desiring to be off work on a recognized holiday that falls on the employee's scheduled shift or any portion of the employee's scheduled shift must find their own shift coverage.

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Vehicle Service Technicians and Mechanics desiring to be off work on a recognized holiday must notify the Department Manager at least fourteen (14) days and no more than one hundred twenty (120) days prior to the particular holiday.

B. Subject to the staffing requirement described in paragraph C below, the Employer will allow a minimum of two (2) Vehicle Service Technicians and two (2) Mechanics to be off on the same holiday.

C. A minimum of two (2) Vehicle Service Technicians shall be scheduled to work onsite during the day shift of a recognized holiday. One (1) of the Vehicle Service Technicians shall serve as a courier and the remaining Vehicle Service Technician shall work in supply. Two (2) Vehicle Service Technicians shall be scheduled to work onsite during the night shift of a recognized holiday.

D. Employees may also use the shift trade process to be off work on recognized holidays, provided all paperwork is completed and received and approved by the Scheduler at least seventy-two (72) hours prior to the particular holiday.

E. The Employer shall not deny a vacation request due to a holiday falling within the time frame of the requested vacation and employees shall not be required to find their own shift coverage for a holiday falling within the time frame of the requested vacation.

ARTICLE 10 – WAGES

Section 10.01 Paramedic and Bridge EMTs

Effective the first day of the first full pay period following March 1, 2023, the then current wage rates of all Paramedics and all Bridge EMTs will be increased by 9%. This will provide for an immediate 9% increase in base wage rates for all “on scale” Paramedics and Bridge EMTs (See Attachment “A”, Wage Scale.)

Following the 9% increase to the 24-Hour Bridge EMT pay rate, all 24-Hour Bridge EMTs (except over-scale 24-Hour Bridge EMTs) will have a single wage rate of \$17.48 per hour. If, however, the wage rate established by the City of San Diego Living Wage Ordinance, which wage rate is adjusted on July 1 of each calendar year, is greater than \$17.48 per hour (including the value of health benefits), 24-Hour Bridge EMTs shall receive the higher wage rate established by the City of San Diego Living Wage Ordinance.

Effective the first day of the first full pay period following January 1, 2024, each step on the Paramedic wage scales, 12-Hour Bridge EMT wage scales and the 24-Hour Bridge EMT wage rate will increase by 4%. However, the wage rate for 24-Hour Bridge EMTs hired on or after January 1, 2024 will remain at \$17.48 or at the wage rate established by the City of San Diego Living Wage Ordinance (including the value of health benefits), whichever is higher.

Effective the first day of the first full pay period following January 1, 2025, each step on the Paramedic and 12-Hour Bridge EMT wage scales (including 24-Hour Bridge EMT wage rate) will increase by 4%. However, the wage rate for 24-Hour Bridge EMTs hired on or after January 1,

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2025 will remain at \$17.48 or at the wage rate established by the City of San Diego Living Wage Ordinance (including the value of health benefits), whichever is higher.

All “on scale” Paramedics and 12-Hour Bridge EMTs will continue advancing to the next higher step on the applicable wage scale (Attachment “A”) on their 12-month anniversary date. For example, a Paramedic who is currently at Step 5 on the 2022 12-hour Paramedic wage scale and whose anniversary date as a Paramedic is October 15 will receive a 9% base wage increase effective the first day of the first full pay period following March 1, 2023, and then move to Step 6 on the 2023 Wage Scale effective October 15, 2023.

Part-time Bridge EMTs who are not eligible for benefits shall receive the wage rate set by the City of San Diego Living Wage Ordinance, which wage rate is adjusted July 1 of each calendar year, or their step wage on the applicable 12-Hour Bridge EMT wage scale or the 24-Hour Bridge EMT wage rate, whichever is higher.

For the duration of the Agreement, the Association and Employer agree that the Employer shall be exempt from the City of San Diego Living Wage Ordinance pursuant to SDMC section 22.4240, and immediately upon the implementation of this Agreement pursuant to Section 23.04, the Association agrees to provide confirmation of such exemption attached to the form located at <https://www.sandiego.gov/sites/default/files/lwo-exempt-application.pdf>.

Notwithstanding the Employer’s exemption from the City of San Diego Living Wage Ordinance, should the wage rate established by the City of San Diego Living Wage Ordinance (including the value of health benefits, for benefits-eligible employees) be greater than any of the minimum wage rates provided by this Agreement, employees shall receive the higher wage rate established by the City of San Diego Living Wage Ordinance.

Immediately upon the implementation of this Agreement pursuant to Section 23.04, the Union and the Employer shall enter into a memorandum of understanding that expressly grants the Employer the right to amend bonus agreements which were previously signed by current employees.

Section 10.02 Adjustment to Steps on 12-Hour Bridge EMT Wage Scales

Effective the first day of the first full pay period following March 1, 2023, the “years of service” requirement for each step on the 12-Hour Bridge EMT wage scale will be modified as follows:

911 EMT 12 Hour Rate:

Steps	Years
1	0-.99
2	1-1.99
3	2-2.99
4	3-3.99
5	4+

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All 12-Hour Bridge EMTs will be placed at the step that corresponds to their years of service and receive the associated rate of pay. For example, a 12-Hour Bridge EMT with three years of service will move from Step 1 to Step 4 on the new wage scale.

Section 10.03 Over-Scale Paramedics and Bridge EMTs

Effective the first day of the first full pay period following March 1, 2023, Paramedics and Bridge EMTs whose hourly wage rates were identified as over-scale prior to March 1, 2023 will either be placed at the top step on the applicable wage scale attached as Attachment “A” or receive a 5% increase to their existing over-scale hourly wage rates, whichever is higher. The process for determining wage rates for Paramedics and Bridge EMTs whose hourly wage rates were identified as over-scale prior to March 1, 2023 shall be as follows:

- A. If the top step on the applicable wage scale attached as Attachment “A” is higher than the employee’s pre-March 1, 2023 over-scale wage rate after applying an additional 5% increase, the employee will be placed at the top step on the applicable wage scale attached as Attachment “A” and remain an on-scale employee.
- B. If the employee’s pre-March 1, 2023 over-scale wage rate remains above the top step on the applicable wage scale attached as Attachment “A” after applying the additional 5% increase, the employee will receive the 5% increase to their existing over-scale wage rates and remain an over-scale employee.

Effective the first day of the first full pay period following January 1, 2024, employees who remained over-scale under subdivision (B) above, will receive an additional 5% increase to their then current over scale base wage rates. Effective the first day of the first full pay period following January 1, 2025, employees who remained over-scale under subdivisions (B) above, will receive an additional 5% increase to their then current over scale base wage rates.

Section 10.04. Bridge EMTs Placement on Paramedic Wage Scale

Bridge EMTs who successfully complete a paramedic training course and are certified shall be credited with one-half (1/2) of their overall seniority toward placement on the paramedic wage scale.

Section 10.05. Vehicle Service Technician and Mechanic Wage Increases

Effective the first day of the first full pay period following March 1, 2023, all VSTs and Mechanics will receive a 6% increase to their then-current wage rates. Effective the first day of the first full pay period January 1, 2024, these employees will receive a 5% increase to their then current wage rates. Effective the first day of the first full pay period following January 1, 2025, these employees will receive a 5% increase to their then current wage rates.

Mechanics will receive increases to their existing base wage rates as identified above or increases based on the minimum wage as required by law and pursuant to California Wage Order No. 9, Section 9, whichever is greater.

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Section 10.06. Wage Grade on Appointment and Promotion

A. The Employer may consider an employee's previous work experience in their classification when determining the appropriate starting pay grade for new or returning employees to the bargaining unit. Employees shall receive credit for one-half of their total previous years of work experience in their classification, unless their previous work experience was with another Falck or CARE Ambulance operation where full credit may be offered. Paramedics shall receive credit on a year-for-year basis for their first six (6) years of previous work experience and one-half credit for all additional work experience in their classification.

B. Employees promoted to a Paramedic position shall be placed on the Paramedic wage scale as follows:

1. 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.
2. 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 Paramedic pay step closest to the EMT's wage rate at the time of advancement that provides for a wage increase.

C. If there are no paramedic bid positions available following completion of paramedic field training, the employee will be allowed to bid (or be placed) in a Bridge EMT position and will continue to be paid at the employee's existing EMT rate of pay. As a result, current Bridge EMTs may be displaced based on inverse seniority back to a BLS shift in order to accommodate the transitioning paramedic. The Bridge EMT/paramedic may utilize paramedic skills while working on a paramedic unit in this capacity in order to prevent skill degradation; however, the employee will not be considered the paramedic of record for the unit. If the employee picks up paramedic shifts and works as the paramedic of record for a unit, the employee will be paid at paramedic pay as specified in B above. The Bridge EMT/Paramedic will have concurrent EMT and paramedic wage rates until fully promoted to paramedic. The paramedic wage rate shall be established based on the date the employee successfully completes paramedic field training and shall be increased according to the terms of this Agreement.

Section 10.07. Training Officer Pay

Employees must meet the minimum qualifications established by the Quality Assurance/Training Department for designation and assignment as training officers. The employer shall have the right to designate and assign training officers as needed from those employees who request to serve as training officers and meet the minimum requirements. Training officers are required to participate in ongoing training and education programs in order to receive the additional training officer hourly rate incentive. Training officers who fail to meet the minimum requirements established for designation and assignment as training officers (e.g., incomplete paperwork, disciplinary problems or clinical performance issues), may be removed as training officers.

Training officers shall receive training officer incentive pay added to their regular hourly rates when assigned by the employer to perform training officer duties as follows:

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- \$3.00 per hour for Paramedic Field Training Officers (FTO)
- \$3.00 per hour for Bridge EMT Field Training Officers (BTO)
- \$3.00 per hour for CEVO-I
- \$2.00 per hour for Preceptors

Section 10.08. OCA Supervisors

Employer designated OCA Supervisors receive additional compensation when performing the duties of an OCA Supervisor. The amount of additional compensation shall be determined solely by the Employer.

Section 10.09. Lead Pay:

The Employer shall have the right to select lead(s) for FTO, BTO, Community Paramedic, Support Services and Fleet Services. Such Leads shall be paid a premium for all hours worked as follows:

- Lead FTO and BTO - \$4.50 per hour (inclusive of the \$3.00 per hour referenced in Section 10.07)
- Lead CEVO-1 - \$4.50 per hour (inclusive of the \$3.00 per hour referenced in Section 10.07)
- Lead Community Paramedic - \$5.50 per hour (inclusive of the \$3.00 per hour referenced in Section 10.10)
- Lead Vehicle Services Technician - \$1.00 per hour
- Lead Mechanic - \$2.00 per hour.

Section 10.10. Community Paramedic Premium Pay and Project Heartbeat Pay

Community Paramedics assigned to the community health and innovation team (RAP team) shall receive an additional \$3.00 per hour premium for all hours worked as a member of the RAP Team.

EMTs assigned to the Project Heartbeat Program shall work a 40-hour 4-10 shift schedule and receive an additional \$1.00 per hour premium for all hours worked with Project Heartbeat.

In the event the length of shift for Community Paramedic or Project Heartbeat changes, Falck and SDAPP agree to bargain regarding an MOU that addresses the premium rate for the shift

ARTICLE 11 - HEALTH AND WELFARE BENEFITS

Section 11.01. Insurance Benefits

The Employer agrees to make available to all eligible employees covered by this Agreement a sponsored benefit plan that includes medical, dental, and vision insurance for the employee and their families; long term disability insurance; group term life and accidental death and dismemberment (AD&D) insurance; group supplemental life and AD&D insurance; health savings accounts and flexible spending accounts for healthcare and dependent care costs.

The Employer reserves the right to offer substantially equivalent replacement plans during each year of this Agreement, provided the Employer provides 60 days advance notice prior to open

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enrollment and negotiates with the Association for a period of no more than 30 days before implementing any changes.

Section 11.02. Medical Insurance

A. Employees shall be eligible to select one of the medical insurance plans generally offered to all California employees of Falck Mobile Health Corp. at the employee only, plus dependents and plus family levels as identified in the plan summaries.

B. The Employer shall contribute an amount equal to seventy- five (75%) percent of the monthly premium for the plans at each level of coverage (i.e., employee only, plus dependents and plus family) towards the monthly premium cost of the particular medical plan selected by the employee. Employees shall be responsible for the remaining premium, if any, for the plan selected by the employee.

Section 11.03. Dental Insurance

Employees shall be eligible to select one of the dental insurance plans generally offered to all California employees of Falck Mobile Health Corp. at the employee only, plus dependents and plus family levels as identified in the plan summaries. The Employer shall contribute an amount equal to seventy-five (75%) percent of the monthly premium for dental coverage.

Section 11.04. Vision Insurance

A. Employees shall be eligible to select one of the vision insurance plans generally offered to all California employees of Falck Mobile Health Corp. at the employee only, plus dependents and plus family levels as identified in the plan summaries. The Employer shall contribute an amount equal to seventy- five (75%) percent of the monthly premium for vision coverage.

B. Employees choosing the vision buy up program shall pay one hundred percent (100%) of the additional cost for such coverage.

Section 11.05. Long Term Disability Insurance

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

Section 11.06. Group Term Life and Supplemental Life

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

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

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Section 11.07. Accidental Death and Dismemberment Insurance (AD&D)

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

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

Section 11.08. Employee Assistance Program

A. The Employer will offer at no expense to all employees and their dependents an Employee Assistance Program (EAP). The EAP will assist in referring participants to their health insurance coverage in the event the EAP benefits need to be extended beyond the guidelines outlined in the program. The Employer reserves the right, in addition to any corrective action with reasonable cause, to refer an employee to the EAP for assessment and treatment.

B. The critical incident stress debriefing (CISD) System will be implemented as needed for critical incident debriefings.

Section 11.09. Flexible and Health Care Spending Accounts

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

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

Section 11.10. 401(k) Plan

A. Employees may participate in the Company's 401k plan and make elective contributions in accordance with the plan document to their individual accounts up to the maximum amount allowed by law.

B. Effective July 1, 2019, the Employer will make a matching contribution each payroll period equal to fifty cents (\$.50) for each one dollar (\$1.00) a participating full-time employee contributes to the 401(k) plan (Elective Contributions), up to a maximum Employer matching contribution of six percent (6%) of an employee's compensation for the payroll period.

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

D. Employees who have been employed for six (6) months, and who work at least one thousand (1,000) hours per year may contribute up to maximum allowed by law of their gross annual wages into the plan.

E. The Employer shall provide quarterly statements within ninety (90) days of the reporting period.

F. Participants shall be entitled to make changes in their contribution amounts during open enrollment periods.

ARTICLE 12 - CONTINUING EDUCATION

Section 12.01. Continuing Education

A. The Employer provides continuing education courses, in service training and other forms of training and education to meet licensing and certification requirements, and to satisfy additional Employer (including the Employer's physicians and medical program directors) and governmental agency requirements for their classifications at no cost to employees. The Employer will make an effort to conduct Employer-provided education and training courses on multiple shift combinations. Employees who register for a course are required to attend the course. Employees who fail to attend a course without advance notice or extenuating circumstances will be scheduled by the Employer to attend the next available course date. Failure to attend any course as scheduled by the employee or Employer may result in disciplinary action.

B. Full-time paramedics will be provided with twenty-four (24) hours of paid continuing education annually in the form of Employer-provided or approved programs. Employees attending mandated programs outside their regularly scheduled shift will be paid at their regular rate of pay (minimum) or according to applicable overtime provisions. No employee will receive extra compensation for continuing education hours completed while on duty on a scheduled shift. Paramedics will not be reimbursed for continuing education hours attended outside the Employer-provided or approved programs, unless the Employer provides less than twenty-four (24) hours of continuing education annually and the Employer pre-approves the employee's attendance at the program. Paramedics shall be paid at the 12-hour rate of pay while attending approved continuing education programs. Employees attending outside programs will be paid at their base hourly rate of pay.

C. Full-time EMTs will be provided with twelve (12) hours of paid continuing education annually in the form of Employer-provided or approved programs. Employees attending mandatory programs outside their regularly scheduled shift will be paid their regular rate of pay (minimum) or according to applicable overtime provisions. No employee will receive extra compensation for continuing education hours completed while on duty on a scheduled shift. EMTs will not be reimbursed for continuing education hours attended outside the Employer-provided or

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approved programs, unless the Employer provides less than twelve (12) hours of continuing education annually and the Employer pre-approves the employee's attendance at the program. EMTs shall be paid at the 12-hour rate of pay while attending approved continuing education programs. Employees attending outside programs will be paid at their base hourly rate of pay.

D. If additional continuing education and training is required in excess of the hours specified above, such training will be provided by the Employer and attendance at the mandatory training will be compensated as specified for mandatory meeting and program attendance (non-continuing education) and will be paid at the employee's regular 12-hour rate of pay as hours worked.

ARTICLE 13 - LICENSES AND CERTIFICATIONS

All employees are required to maintain the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. It is the responsibility of each individual employee to ensure that all licenses, certificates, and/or accreditations are maintained.

Section 13.01. Required Licenses and Certifications

Employees are required to maintain and provide the Employer with current copies of the following licenses and certifications prior to their expiration:

EMT

SD County EMT Certification*
California State Driver License*
California State Ambulance License*
Medical Examiner's Certification*
CPR Card*
Hazardous Materials Certification

Driver Training Certification
Infectious Disease Training Certification
ICS -100/200/700/800 series
California State EMT Certification*

Paramedic

California State Paramedic License*
SD County Paramedic Accreditation*
California State Driver License*
California State Ambulance License*
Medical Examiner's Certification*
CPR Card*
Advance Cardiac Life Support Certification
Hazardous Materials Certification
Driver Training Certification
Infectious Disease Training
Certification ICS -100/200/700/800 series

* Employees are required to possess and carry the above-referenced original licenses and certifications in accordance with existing state and local laws and regulations for their particular classification while on duty and performing the duties of their position. If an employee who possesses a valid and current certification does not have it with him/her while on-duty or cannot present such materials upon request, the employee will be sent home without pay for the remainder of the employee's shift.

Section 13.02. Reimbursement for Licenses and Certifications

The Employer shall reimburse full-time paramedics and EMTs for state and county re-licensure and re-certification document fees. In order to receive reimbursement, completed reimbursement forms must be submitted in accordance with the Employer's reimbursement policies and procedures with proof of payment and the certification issue date within thirty (30) calendar days

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of payment and receipt of the certification by the employee. Reimbursement forms received after thirty (30) calendar days from the date of payment and receipt by the employee will not be considered.

Section 13.03. Loss of Required Licenses and Certifications

Failure to maintain required licenses, certificates and/or accreditations shall result in corrective action, up to and including discharge.

1. Employees who perform work duties without a required license or certification shall be discharged from employment.
2. Employees who fail to maintain current and valid licenses and certifications required for the performance of their job duties or who fail to provide current copies of the above- referenced licenses and certifications shall be placed on unpaid suspension. Such employees shall be given up to thirty (30) calendar days to obtain a current and valid license or certification. Employees who obtain the required license or certification within the thirty (30) calendar day period shall be returned to work. Failure to obtain the required license or certification within thirty (30) calendar days shall subject the employee to discharge.
3. This Section is not intended to hold employees responsible for any demonstrated administrative or clerical errors caused by any licensing, certifying and/or accrediting agency, provided the employee can demonstrate that the error is caused by the licensing or certifying agency.

Section 13.04. Suspensions of Required Certifications and Licenses

Employees whose state or local license is temporarily suspended by a state or local agency shall be placed on unpaid administrative leave for a maximum of ninety (90) calendar days. Employees must utilize accrued PTO during any portion of the administrative unpaid leave. Employees shall be required to have all licenses and certifications up to date at the conclusion of the unpaid administrative leave. Employees who fail to maintain such licenses and certifications are subject to separation from employment.

Section 13.05. Employees on Leaves of Absence

Employees on approved leaves of absence shall be required to have all licenses, certifications, and/or accreditations up to date prior to returning from leave. Failure to maintain such licenses, certifications, and/or accreditations is cause for separation from employment.

Section 13.06. Driver Exclusion

Employees who drive Company vehicles are subject to the motor vehicle record requirements set forth in the Falck Driver Performance Standards and Motor Vehicle Record (MVR) Checks policy (MVR Policy).

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Employees who are excluded from driving Company vehicles by the Employer's insurance carrier or by application of the MVR Policy are 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 ambulances and/or other Company vehicles. Drivers who fail to maintain a valid driver's certificate and/or license needed for their position shall not drive Company vehicles and are subject to appropriate corrective action, up to and including discharge.

Section 13.07. Mechanic Certifications

The Employer will reimburse the cost of registration and testing for successful completion of ASE A-4, ASE A-5, ASE A-6, and ASE A-7 certifications. The employee must provide copies of the original receipt and submit the expense through the expense reimbursement process to the Department Manager within thirty (30) days after obtaining the certification.

ARTICLE 14 - CORRECTIVE ACTION**Section 14.01. Just Cause and Corrective Action**

The Employer and the Association recognize the intent of corrective action is to remedy employee performance problems and modify behavior in order to promote the achievement of excellent performance. While the Employer will attempt to accomplish those objectives through training and education, the Employer reserves the right to issue corrective action or discharge employees based on just cause. Corrective action normally consists of one or more verbal counseling sessions, written warnings, and suspensions before discharge. However, serious or repeated offenses may call for corrective action commensurate with the offense or totality of the circumstances.

Section 14.02. Investigations

Management shall inform employees of their right to Association representation during any investigatory interview or meeting with the Employer that could lead to corrective action or discharge, and shall ask employees if they desire such representation prior to commencing the interview or meeting. Employees who request Association representation shall be given four (4) hours to secure the attendance of an Association steward or Association representative. If such representation cannot be secured within four (4) hours, the interview or meeting will be rescheduled within forty-eight (48) hours so that a duly authorized Association steward or Association representative can attend the investigatory interview or meeting. If the employee is unable to secure representation for the rescheduled interview or meeting, the Employer may proceed with the interview or meeting without the presence of an Association representative.

Employees under investigation shall be informed of the nature of the investigation prior to any interview.

Section 14.03. Notice of Corrective Action and Discharge

The Employer shall notify employees in writing of any corrective action or discharge from employment. The notice shall identify the reason(s) for the action, including a description of the

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act, omission or other allegations of misconduct that are the basis for the corrective action or discharge. The notice shall also identify the effective date of the action.

Notices involving suspensions and discharges shall also be provided to the Association's chief steward or the designated representative.

The Employer shall issue notices of corrective action and discharge in private to avoid ridicule and embarrassment. Employees are encouraged to sign notices of corrective action solely to signify the employee's receipt of the notice. The employee's signature does not signify that the employee agrees or disagrees with the corrective action. Employees may submit a written rebuttal to any corrective action document placed in their personnel file within fifteen (15) calendar days of the corrective action and such rebuttal shall be attached to the document.

Section 14.04. Time Limits

Corrective action must be timely and should follow, as closely as possible, the incident requiring the corrective action. No corrective action or discharge shall be undertaken for any act, omission or other allegations of misconduct if the investigation of the allegation is not completed and the employee is not notified of the corrective action or discharge within thirty (30) calendar days after the Employer reasonably should have become aware of the alleged misconduct claimed as the basis for corrective action or discharge.

Section 14.05. Records of Corrective Action

Corrective action will be tracked in the following two (2) categories: Attendance and Non-Attendance. Each offense in one of these two (2) categories will be tracked progressively based on the following retention schedule. Records of corrective action shall not be considered for purposes of future corrective action that are beyond the following retention periods:

Verbal Warnings /Documented Counseling	12 months
Written Warnings/Reprimands	12 months
Suspensions	24 months

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

Section 14.06. Administrative Leave Pending Investigation

The Employer may place an employee on unpaid administrative leave pending investigation into allegations of serious misconduct. Employees shall be provided written notice of the reason(s) for the administrative leave and investigation. Employees shall also be advised of the obligation to cooperate in the investigation and remain available for an interview while on administrative leave. Employees who are requested to attend an investigatory interview/meeting while on administrative leave will be compensated at their twelve (12) hour rate for all time spent participating in the interview/meeting. The Employer shall concurrently provide the Association with a copy of the written notice.

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Employees may be placed on unpaid administrative leave for a maximum of fourteen (14) calendar days pending investigation into allegations of serious misconduct. However, employees placed on administrative leave following an arrest for alleged criminal misconduct may be continued on unpaid administrative leave until completion of the criminal proceedings or a determination of corrective action or discharge made by the Employer. Such employees may use available accrued PTO, solely at the employee's option, until completion of the criminal proceedings or the employment action made by the Employer.

At the conclusion of the investigation, employees shall be returned to their regular assignments and/or served with notice of corrective action. If corrective action is not imposed, employees shall be fully reimbursed for any lost pay while on the unpaid administrative leave. If corrective action is initiated, employees shall be reimbursed for the difference between any lost pay and the corrective action. Employees may grieve the corrective action and/or any loss of pay while on unpaid administrative leave pursuant to the grievance and arbitration provision of this Agreement.

ARTICLE 15 - GRIEVANCE AND ARBITRATION

Section 15.01. Grievance Procedure

The purpose of this procedure is to provide a timely resolution of grievances by the Employer and the Association following a prompt investigation and thorough discussion.

A "grievance" is a dispute brought against the Employer alleging a misinterpretation, misapplication or alleged breach of this Agreement, including challenges to disciplinary action and discharge.

Grievances shall be adjusted according to the procedures and conditions set forth below, except that grievances challenging disciplinary action of less than a suspension or discharge may only be processed through Step Three of the grievance procedure.

Section 15.02. Grievance Step One

The employee or the Association through its shop steward shall submit a written grievance via certified mail or hand delivery to the Human Resource Department or designee within fifteen (15) calendar days of the occurrence giving rise to the grievance. "Occurrence" is the date when the grievant learned of the event that is the subject of the grievance or the effective date of corrective action or discharge.

The written grievance must include the following:

1. The provision of the Agreement alleged to be misinterpreted, misapplied or violated;
2. A statement identifying the factual basis for the grievance; and
3. The remedy sought.

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The appropriate Department Manager or designee shall meet with the grievant and/or representative within fifteen (15) calendar days and shall respond in writing within fifteen (15) calendar days after such discussion. Grievances resolved at this step shall not be precedent setting.

Section 15.03. Grievance Step Two

If the procedure in Step One fails to resolve the grievance within fifteen (15) calendar days after the Association's receipt of the Step One answer, the grievance shall be submitted to the Director of Operations or designee. The parties shall meet in an attempt to resolve the issue within fifteen (15) calendar days after such submission. The Director of Operations or designee shall respond in writing within fifteen (15) calendar days from the date of the meeting.

Section 15.04. Grievance Step Three

If the grievance is not resolved by the procedure in Step Two, the parties shall submit the dispute to non-binding mediation. The time line to submit the grievance to arbitration (Step Four) shall not begin to run until the mediator gives his/her recommendations to the parties.

The Federal Mediation & Conciliation Service (FMCS) shall be the permanent mediator whose function will be to hear the contentions of the parties, review pertinent documentary evidence, and provide the parties with recommendations on how the dispute could be resolved. The mediator's recommendations shall be given orally and shall be non-binding. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal.

Section 15.05. Grievance Step Four

If the grievance is not satisfactorily resolved at Step Three the Association may refer the grievance to arbitration by notifying the Employer no later than thirty (30) calendar days after either the date the Association receives the Step Two answer to the grievance or the date the mediator gives his/her oral recommendations to the parties, whichever is appropriate.

The parties shall endeavor to select a mutually agreeable arbitrator within fifteen (15) calendar days following the Association's notice of intent to arbitrate the grievance. If the parties are unable to agree upon an arbitrator, the parties shall request a list of seven (7) labor arbitrators from the American Arbitration Association (AAA). The parties will alternatively strike from the list of arbitrators until selection. The arbitration hearing shall be conducted in accordance with the AAA Labor Arbitration rules and the terms of this Agreement.

The arbitrator's authority shall be limited to resolution of the particular issue(s) submitted to the arbitrator by the Association and the Employer and the authority conferred by this Agreement. The arbitrator shall have no authority to alter, change, ignore, delete from or add to the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents and things at the arbitration hearing.

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The arbitrator shall also have the authority to resolve any pre-hearing motions presented by either party.

The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action and discharge where the Employer shall have the burden of production and proof at the hearing.

Monetary awards shall not be retroactive greater than sixty (60) days prior to the filing of the grievance, unless the issue is a continuing violation of pay or benefits. Back pay awards in discipline and discharge cases are subject to offset for unemployment benefits and other interim compensation earned or received by the grievant as a substitute for lost wages during the back-pay period.

The fees and expenses of the arbitrator shall be shared equally by the parties. A party who presents a pre-hearing motion (including but not limited to challenges to arbitrability) that is denied by the arbitrator shall be solely responsible for the arbitrator's fees and expenses relating to resolution of the pre-hearing motion. Unless mutually agreed upon by the parties, fees for court reporters and hearing transcripts shall be born solely by the party requesting such services. The parties shall bear their own expenses for legal representation.

Section 15.06. Time Limits

By mutual agreement between the Association and the Employer, the time limits of any step of the grievance procedure may be extended and such extension must be confirmed in writing within the specified time limits. If the Employer fails to respond to a grievance within the time limits specified in this Article, the Association may advance the grievance to the next step of the procedure. Should the Association fail to appeal a grievance to the next step of the procedure the grievance shall be deemed waived.

Section 15.07. Participants

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

ARTICLE 16 - DRUG AND ALCOHOL FREE WORKPLACE

Section 16.01. Drug and Alcohol Testing Policy

The Association and the Employer are committed to maintaining a drug and alcohol free workplace for the safety of employees, patients and the public. The Association and the Employer agree that bargaining unit employees are subject to the substance testing policy appearing as Attachment "B" of this Agreement, except as provided in this Article.

Section 16.02. Right to Representation

Employees shall be allowed to contact an Association representative and obtain Association representation prior to submitting to any substance test. The Association representative shall be

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contacted and arrive at the testing facility within thirty (30) minutes. An employee's contact and request for representation shall not delay the employee's submission to a substance test beyond thirty (30) minutes. The employee representative shall be a duly authorized Association steward or Association representative.

Section 16.03. Random Testing

The Association and the Employer agree that any system of random or periodic substance testing shall be prohibited for bargaining unit employees, unless performed in accordance with a "Last Chance Agreement."

The Employer agrees to meet and negotiate with the Association over the implementation of any system of random or periodic testing specifically required by a contracting agency or law at least ninety (90) days prior to the required implementation date. Such negotiations shall include the specific requirements of the program, the process for implementing the program and the impact of the program on affected employees.

ARTICLE 17 - MANAGEMENT RIGHTS

Except to the extent expressly abridged or limited by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of the inherent rights, functions and prerogatives of management. The following shall be deemed representative and characteristic of the customary and usual rights which are retained by the Employer:

1. The right to hire employees.
2. The right to classify employees.
3. The right to assign/reassign or schedule the date, time, hours, location, and duties of work.
4. The right to promote, demote, suspend, discipline, layoff, or discharge employees.
5. The right to maintain order and efficiency.
6. The right to determine the number of employees assigned to any shift and to adjust unit deployment (system status) plans or eliminate or add units.
7. The right to assign the type of equipment to be used by employees in the performance of their work duties.
8. The right to subcontract work.
9. The right to sell all or part of the business operation.
10. The right to grant and/or schedule time off, including annual leave.
11. The right to cease all or part of business operations.
12. The right to make such rules, regulations, and deployment (system status) plan adjustments as it may from time to time deem best for the purposes of maintaining order, safety, and effective operation of its business and/or compliance with the contractual requirements of its customers.
13. The right to increase compensation and/or benefits of employees above that minimally required under the terms of this Agreement.
14. The right to transfer bargaining unit members.
15. The right to choose, provide, locate, and relocate stations used to house employees.

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16. The right to assign bargaining unit work to supervisors for temporary periods of time which the Employer shall have the sole discretion to determine. However, bargaining unit work temporarily assigned to supervisors shall not be done with the intent of displacing bargaining unit members or eroding the bargaining unit.
17. The right to enforce the Employer's Policies and Operations Manuals.
18. The right to develop and implement quality assurance programs and standards of care.
19. The right to make crew assignments and to designate crew compositions.
20. The right to design, submit, negotiate, and implement contracts.
21. The right to change administrators for the benefit programs described in this Agreement.

The above enumeration of management rights shall not be deemed to exclude other representative and characteristic rights of management not enumerated herein. The Employer shall notify the Association prior to implementation of any management right or decision that impacts matters within the scope of representation for bargaining unit employees. Thereafter, the Employer may take action only after satisfying its obligations under the National Labor Relations Act.

ARTICLE 18 - OPERATIONAL POLICIES, PROCEDURES AND WORK RULES

Section 18.01. Operational Policies, Procedures and Work Rules

During the term of this Agreement, the Employer shall notify the Association of any newly proposed operational policies, procedures and work rules and of any proposed additions, deletions, or modifications to existing operational policies, procedures and work rules that affect employee wages, hours and working conditions, even if the operational policy, procedure, or work rule falls under one of the enumerated "management rights" listed in Article 17, above. The Employer shall provide the Association with copies of such proposed policies, procedures or work rules. In response to such proposals, the Association shall have the right to bargain with the Employer over the matter. If, after bargaining in good faith for a period of fifteen (15) days with the Association, a mutual agreement cannot be reached, the Company may implement the changes sought, provided such changes do not conflict with or otherwise add to, delete from, or modify any provisions of this Agreement.

Employees shall be provided with notice of all new, deleted and modified operational policies, procedures and work rules at least ten (10) calendar days prior to implementation.

The provisions of this Agreement shall prevail over any inconsistent operational guidelines, policies, procedures and work rules.

ARTICLE 19 - ASSOCIATION RIGHTS

Section 19.01. Shop Stewards

The Employer recognizes the right of the Association to designate shop stewards. The Association shall notify the Employer in writing of the designated shop stewards. Shop stewards who are requested to attend by the Employer or are brought in by the Employer from their shift to

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participate in an investigatory and grievance meeting shall suffer no loss of pay for attendance. Shop stewards will not be compensated by the Employer for representation provided while off-duty.

Shop stewards shall not interfere with the Employer's operations and shall not perform Association related duties during their regular work shifts unless the shop steward has performed and completed all other required and regularly assigned work duties or is requested to do so by the Employer.

The Employer shall compensate two (2) shop stewards or bargaining unit employees designated by the Association to conduct all paramedic and EMT shift bids per year. Each shop stewards and/or bargaining unit employees will be compensated at their twelve (12) hour rates of pay up to a maximum of twelve (12) hours for each bid day with a maximum of two bid days.

Section 19.02. Access of Association Agents

A. Properly designated Association agents (non-bargaining unit employees) will be given access to the Employer's facilities or work stations (collectively "facilities") when necessary to investigate a grievance, to present a grievance, to inspect health and safety, or for representation purposes. While at the Employer's facilities the Association agents will abide by the Employer's rules and regulations, including health and safety rules and regulations, and will abide by all applicable federal, state, and local health and safety laws and regulations. No more than ten (10) authorized representatives of the Association shall have access to any of the Employer's facilities. The Association agent shall have access only between 0800 and 2000 hours. Association agent shall not attempt to meet with or contact employees at a hospital, medical facility, customer location, or standby location.

B. No Association agents shall enter any of the Employer's facilities unless and until he/she has first notified the Employer. The Association agent shall advise the Employer of the specific nature of the business and shall confine his/her activities to accomplishing those objectives only. The Employer may deny the Association agent access to the Employer's facilities if access is sought outside the hours identified above or for reasons other than those specified in paragraph A of this section.

C. The Parties acknowledge and agree that the Employer's work takes priority over all Association-related business. Association agents shall not interfere with the performance of employee work duties. Except as specified in Section 19.04, Association agents shall not engage in Association organizing or promotional activities or solicit for Association membership while at a facility.

D. A violation of this section shall result in a fifteen (15) calendar day suspension of the Association agent's right to access the Employer's facilities.

Section 19.03. Bulletin Boards and Association Communications

The Employer shall provide bulletin boards for the Association's use at its main office in an area to which bargaining unit employees have regular access. Bulletin boards shall be used by the Association to post and distribute Association announcements and notices. Association

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announcements and notices will be maintained by the Chief Shop Steward and/or an authorized Association representative, with the posting or removal of such materials to be handled by the same, unless it is deemed derogatory or inflammatory in nature

Notices shall be on Association stationary unless the notice is concerning general information and shall bear the signature of an authorized Association representative. Said announcements and notices shall not be of a derogatory or inflammatory in nature and the Employer reserves the right to remove such postings and will notify the Association President of removal.

Section 19.04. New Employee Orientations

The Association shall be allowed to meet with and address employees attending all local new employee orientation programs. The Employer shall notify the Association of all local new employee orientation programs at least seven (7) calendar days in advance of the new employee orientation programs. Association representatives shall pre-schedule the meeting date through Human Resources and shall be allowed a maximum of sixty (60) minutes to address employees. An Employer representative may be present during the Association's presentation.

Section 19.05. Labor-Management Committee

A. The parties agree to establish a Labor-Management Committee (LMC) for the sole purpose of discussing issues relating to this Agreement. Other issues of common concern may be discussed. The intent of the parties is to foster a cooperative atmosphere and harmonious working relations.

B. The Committee shall be composed of up to six (6) representatives for the Association and up to six (6) representatives for the Employer.

C. LMC meetings shall be held quarterly or as needed by mutual agreement of the parties at times and locations mutually acceptable to the Association and the Employer. Each party shall submit an agenda of items to be discussed at each LMC meeting at least fifteen (15) days prior to the meeting, unless the parties agree to meet with less than fifteen (15) days' advance notice.

Section 19.06. Employee Information

Within thirty (30) calendar days following the effective date of this Agreement, the Employer shall furnish the Association with a list of all employees covered by this Agreement showing their names, addresses, job classifications, dates of hire (company seniority), dates of promotion into their classifications (classification seniority), work locations, wage rates, categories of employment (full-time, part-time or per diem), email addresses and telephone numbers. Thereafter, the Employer shall furnish the Association with an updated list of this in January and July of each year.

SDAPP-FALCK AGREEMENT 3.16.23**ARTICLE 20 - ASSOCIATION SECURITY****Section 20.01. Association Security**

All Employees included within the bargaining unit described in Article 1 of this Agreement, shall either become a member of the Association and pay the initiation fee, regular monthly dues and applicable assessments to the Association, or in lieu thereof, shall pay an amount equal to the Association's initiation fee and thereafter pay to the Association each month, either directly or through payroll deduction, an agency shop fee. This obligation shall begin on the thirty-first (31st) day of the month following the beginning of employment, or the effective date of this Agreement, whichever is later. Employees must notify the Association in writing of their intention not to be a member of the Association and to pay an agency shop fee in lieu of the Association's regular monthly dues and assessments. The Association will comply with applicable laws regarding its calculation of agency shop fees and the information provided to non-Association members relating to that calculation.

Section 20.02. Dues Deduction

The Employer agrees to deduct from the wages of bargaining unit employees who execute a signed authorization, the monthly dues, assessments and other approved fees in amounts designated by the Association. Said deductions shall be made on a bi-weekly basis and forwarded to the Association along with a list of all employees from whom dues, assessments or fees were deducted. Upon transmittal of said funds, the Employer's obligation and responsibility shall cease with respect to such deductions.

The Employer shall be relieved from making such check-off deductions for specific employees upon: (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an approved leave of absence; or (e) revocation of the check-off authorization in accordance with the terms of this Article or applicable law. Notwithstanding (a), (b), (c) and (d) above, upon return of an employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions. The Employer shall not be obliged to make dues deductions of any kind from any employee who, during the pay period involved, shall have failed to receive sufficient wages to equal the dues deductions. Dues/fees shall not be deducted in arrears.

Should the Association change or modify the amount of the dues, fees or assessments (excluding the initiation fee and commencement of dues charged to newly hired employees) deducted from the wages of bargaining unit employees during the term of this agreement, the Association agrees to pay an administrative change fee of one hundred fifty dollars (\$150.00). This administrative fee shall be invoiced to the Association and paid to the Employer within forty-five (45) days from the date of the invoice.

Section 20.03. Indemnification

The Association, and each employee authorizing the assignment of his/her wages in accordance with this Article, hereby undertake and agree to indemnify, defend and hold Employer harmless from all claims, demands, suits and other forms of liability, including Employer's reasonable

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attorneys' fees, that may be made against or incurred by it from or by reason of any action or inaction by Employer in carrying out the provisions of this Article.

Section 20.04. Employee Status Lists

The Employer agrees to furnish the Association on a monthly basis with: (1) the names of newly hired bargaining unit employees, their addresses, classifications of work, their dates of hire, categories of employment (full-time, part-time or per diem); (2) the names of separated bargaining unit employees, together with the dates of their termination; (3) the names of bargaining unit employees on any leave of absence and/or returning from any leave of absence; and (4) the names of employees working in a OCA.

ARTICLE 21 - NO STRIKE/NO LOCKOUT

Section 21.01. No Strike/Work Action

The duties performed by the employees subject to this Agreement involve potential life and death situations. Any delay in treating patients, transporting them to hospitals or other medical facilities, or in responding to calls, can result in exacerbating the problems of ill and injured patients. To that end, during the term of this Agreement, neither the Association nor its agents or any of its members will collectively, concertedly, or in any manner whatsoever, engage in, ratify, encourage, sanction, incite or participate in any strike, sit-down, stay-in, slowdown, picketing, boycott, work stoppage, paper strike (deliberate failure to submit timely, quality, accurate, and complete medical reports and billing information) against the Employer at any Employer facility or location within the bargaining unit covered by this Agreement. Nor will employees engage in any sympathy strike against the Employer or honor the picket line of any other bargaining unit not covered by this Agreement while on duty or in uniform.

Employees who violate this Article are subject to discharge from employment. Any such discharge may be grieved under the grievance procedure set forth in this Agreement; however, the sole issue for determination in any such grievance shall be whether the grievant's conduct was in violation of this Article.

Section 21.02. Association Responsibility

Should there be a strike, sit down, sit in, slow down, cessation or stoppage or interruption of work, boycott or other interference, economic or otherwise, within the operations of the Employer during the term of this Agreement, the Association shall immediately after notification to an officer of the Association by the Employer:

- Publicly disavow such actions.
- Advise the Employer in writing that such actions have not been called for, nor sanctioned by the Association.
- Notify involved employees and post notices of the Association's disapproval of such actions and instruct the employees to cease such action and to return to work immediately if this has not been done. If requested by the Association to help in

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the delivery of such notification to the employees, the Employer would facilitate the same.

Section 21.03. No Lockout

The Employer shall not lock out employees during the term of this Agreement.

ARTICLE 22 - MISCELLANEOUS

Section 22.01. On Duty Physical Conditioning

Employees are permitted to engage in physical conditioning activities while on duty only inside their station. Outside of the station, conditioning activities such as running or walking may be approved by the field supervisor. Upon receipt of a call, the crew is required to be in uniform and the unit on the road within one (1) minute. No team sports are permitted under any circumstances.

The Employer will use best efforts to ensure that all employees have access to and the use of the fire department fitness center and station workout areas and equipment at no cost to employees.

Section 22.02. Personal Vehicles

The Employer agrees to reimburse employees at the applicable IRS mileage reimbursement rate for use of their private vehicles when directed by management to travel from one work station to another work station during the employee's normal work hours. Employees are required to submit for expense reimbursement using the Employer's on-line reimbursement system indicating the total mileage incurred for work-related travel in order to receive payment.

Section 22.03. Personnel Files

The employee and employee authorized Association representatives shall have access during normal business hours to employee personnel files in accordance with legal requirements. Employees or Association representatives should provide Human Resources at least three (3) business days' notice so that it can assure the file will be available for viewing. The Employer will release information from the employee personnel file to a third party only upon presentation of a valid subpoena. Upon request, the employee may obtain a copy of any document signed by the employee that is placed in their personnel file including copies of any document pertaining to discipline or performance. Employees may submit a written rebuttal to any disciplinary document placed in their personnel file within fifteen (15) calendar days of the disciplinary action and such rebuttal shall be attached to the document.

Section 22.04. Outside Employment

Falck shall be considered by full-time employees covered by this Agreement as their Employer of first choice. No employee shall call off from Falck to work for any other employer. Violation of this Section will subject the employee to disciplinary action up to and including discharge.

SDAPP-FALCK AGREEMENT 3.16.23**Section 22.05. Subcontracting**

The Employer shall not contract or subcontract for any work normally performed by employees covered by this Agreement if such contracting has the purpose or effect of displacing bargaining unit employees or eroding the bargaining unit. Nor shall the Employer assign non-bargaining unit employees to perform any bargaining unit work or assignments (i.e., any work within the primary geographic areas covered by the bargaining unit and contractual work originating from within the bargaining unit) when bargaining unit employees are otherwise available and willing to perform the work. The Employer may use non-bargaining unit employees temporarily to perform work covered by this Agreement when necessary to comply with the terms of a contract requiring a network of providers or the use of ancillary medical personnel.

Section 22.06. Disability Accommodations

The Association acknowledges that the Employer may be obligated to reasonably accommodate disabled employees in accordance with the American with Disabilities Act and/or the California Fair Employment and Housing Act. The Association agrees that the Employer may undertake such reasonable accommodations notwithstanding the terms and conditions of this Agreement, except for seniority rights, which shall be recognized and considered when evaluating the reasonableness of any accommodation. The Employer and the Association shall confer on the reasonableness of any proposed accommodation that impacts seniority rights of current employees.

Section 22.07. Fitness for Duty and Physical Abilities Test

Fitness for Duty Test – The Employer retains the right to subject employees to job related fitness for duty medical or psychological examinations to ensure employees can safely perform the essential functions of their job classifications as specified in established Company job descriptions. The Employer may subject employees to such examinations when there are objectively identifiable reasons to believe that an employee may not be physically capable of performing the essential functions of their job classification. Employees shall not be required to authorize a greater release of information to the Employer other than whether the employee is fit or unfit for duty and, if unfit, only identify the employee’s functional limitations to safely performing the essential functions of their job classifications.

The Employer shall be solely responsible for the cost of any fitness for duty examinations. Employees shall receive their regular compensation for all time spent commuting to and from the fitness for duty examinations and for the time spent in the test and/or examination itself measured from the Employer’s operations center to the location of the fitness for duty examination.

Employees who are found to be fit to perform the essential functions of their job classifications shall be allowed to continue working their regular positions and assignments. If an employee fails to pass a fitness for duty examination the employee will be placed on an unpaid leave of absence for a maximum of ninety (90) calendar days or until the employee successfully passes the examination, whichever occurs first. However, employees may utilize any accrued PTO in order to receive their regular compensation during such a leave of absence. In the event the leave of absence expires before the employee can pass the examination, the employee may be separated from employment. Employees determined to be unfit for duty shall be afforded all rights under

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federal, state, and local laws, and the provisions of this Agreement with respect to their employment.

Physical Abilities Test (PAT) – Employees returning from a medical leave of absence may be required to successfully pass a job -related return to duty physical abilities test. Employees returning from medical leaves lasting more than thirty (30) days are required to present an unrestricted work release form and successfully pass the physical abilities test before returning to their regular job assignments. The Employer reserves the right to require employees returning from medical leaves lasting less than thirty (30) days to successfully pass the physical abilities test.

If an employee fails to pass a return to work physical abilities test, the employee will be placed on a leave of absence for a maximum of ninety (90) calendar days without pay or until the employee successfully passes the physical abilities test, whichever occurs first. Employees may utilize any accrued PTO during such a leave of absence. In the event the leave of absence expires before the employee can pass the examination, the employee shall be resigned from employment. Employees unable to pass the physical abilities test shall be afforded all rights under federal, state, and local laws, and the provisions of this Agreement with respect to their employment.

Section 22.08. Station Amenities

The Employer will ensure that employees assigned to fire stations continue to have access to and use of existing fire station amenities (i.e., furniture, showers, televisions, cable/satellite service, etc.) at no cost to employees. The Employer will also maintain existing amenities at all Employer-provided stations and crew quarters. It is the responsibility of the employees to use the amenities properly, keep them clean, and report any incident of damaged property immediately. From time to time, deployment/fire station amenities may not be available to employees. The Company will attempt to make accommodations when such a situation occurs.

Section 22.09. Smoke and Tobacco Free Workplace

Smoking or the use of any tobacco product in Employer stations shall be prohibited.

Smoking or the use of any tobacco product is prohibited in the following situations, except during specifically designated breaks in specifically designated areas:

- During any phase of any call.
- While engaged in any drill and/or training.
- While dealing with the public.
- Inside Employer facilities or stations.
- Smoking or the use of any tobacco product is prohibited in any Employer owned or operated vehicle.

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

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Section 22.10. Emergency Response Teams

Section 22.10(a) Local Disasters

In the event of a local disaster or catastrophe as declared by a governmental agency, such as earthquake, fire, flood, explosion, widespread power failure or other acts outside the Employer's control that reasonably require all available employees to report for work or remain on duty, the provisions of this Agreement pertaining to scheduled paid time off, lunch and rest periods, job postings, shift changes and transfers shall be suspended and the Employer shall be relieved of any obligation to adhere to those provisions during emergency operations. However, the Employer shall honor all prescheduled time off for employees who purchased non-refundable tickets or have made other non-recoverable economic commitments for use during their prescheduled time off. If the employee cannot be allowed the prescheduled time off, the Employer shall reimburse the employee for the cost of any unused non-refundable tickets and other non-recoverable economic impacts. Bargaining unit employees who are on duty when a disaster or catastrophe occurs shall be afforded every reasonable opportunity to ensure the welfare of their families.

Section 22.10(b) National Disasters

Bargaining unit employees who volunteer for deployment to national disasters as part of the Employer's Emergency Response Team shall be covered by the Employer's National Disaster policy during the deployment, except that bargaining unit employees remain subject to the just cause standard for corrective action and the grievance procedures of this Agreement.

Section 22.10(c) Ambulance Mobilization Teams

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

ARTICLE 23 - FULL UNDERSTANDING

Section 23.01. Severability

This Agreement shall be subject to all applicable federal and state laws, and other appropriate rules and regulations of bona fide governmental authority. Should any provision of this Agreement become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, such action shall not invalidate the remainder of this Agreement. Any provision(s) that becomes unlawful by virtue of the above shall cause the parties to meet and negotiate replacement provisions that are valid. Any provision(s) of this Agreement not declared invalid shall remain in full force and effect for the life of this Agreement.

Section 23.02. Amendments

Any changes or amendments to this Agreement shall be in writing and duly executed by the parties.

SDAPP-FALCK AGREEMENT 3.16.23**Section 23.03. Bargaining Waiver**

The parties acknowledge and agree that this document and any documents incorporated by reference constitute the entire agreement between the Employer and the Association with respect to subjects or matters referred to or covered by this Agreement. Therefore, for the life of this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain with respect to any subjects or matters referred to or covered by this Agreement. However, nothing contained herein shall prevent the parties, by mutual agreement, from negotiating on any subject matter, nor will it void any specific provisions in this Agreement that expressly provide for bargaining.

Section 23.04. Implementation of Changes to Agreement

The Association and Falck agree that the provisions of this Agreement which reflect changes to the Collective Bargaining Agreement extension in effect from November 27, 2021 until December 22, 2022 (“Predecessor Agreement”), including the wage increases reflected in Article 10 of this Agreement, shall not be implemented unless and until the San Diego City Council approves the proposed first amendment to Falck’s EMS transportation contract with the City of San Diego (“First Amendment”), which Falck expects will be first presented to the City Council for a vote in March 2023. From the period of time from which this Agreement is ratified to the approval of the First Amendment, the provisions in the Predecessor Agreement shall govern. In the event the First Amendment is not approved by the City within 90 days following the ratification date of this Agreement, then this Agreement shall be void and the parties shall return to the status quo as it existed on January 1, 2023. The parties shall thereafter immediately resume negotiations in an effort to reach another tentative agreement. In the event of such resumed negotiations, the remaining Articles and Sections of this Agreement, other than Section 10.01, shall be deemed existing tentative agreements and not subject to further negotiation absent mutual agreement of the parties.

ARTICLE 24 – NON DISCRIMINATION**Section 24.01. Gender Intent**

Whenever words denoting a specific gender are used in this Agreement they are intended and shall be construed to apply equally to all persons with regard for gender or gender identity.

Section 24.02. Harassment and Discrimination

The Employer and the Association agree that neither party shall harass or discriminate against any person because of race, color, national origin, ancestry, sex, gender, gender identity, gender expression, religion, age, disability, medical condition, military and veteran status, citizenship, sexual orientation, marital status, political affiliation or any other status protected by federal, state or local laws. Harassment and discrimination are forms of misconduct that cannot be tolerated in the workplace. Any conduct that falls within the definition of unlawful harassment or discrimination is prohibited and will be investigated fully. Employees who engage in unlawful harassment or discrimination are subject to corrective action up to and including termination.

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The Association acknowledges that the Employer may be obligated to provide reasonable accommodations to disabled employees in accordance with federal and state law. The Association agrees that the Employer may undertake such reasonable accommodations notwithstanding the terms and conditions of this Agreement, except that the Employer and the Association shall confer on the reasonableness of any proposed accommodation that impacts seniority rights of current employees.

Section 24.03. Arbitration/Litigation Waiver

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

ARTICLE 25 - TERM OF AGREEMENT


This Agreement shall continue in full force and effect through midnight on December 31, 2025.


FOR FALCK MOBILE HEALTH CORP.


FOR SAN DIEGO ASSOCIATION OF
PREHOSPITAL PROFESSIONALS


Dated: April 27, 2023

Date: April 17, 2023


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Jeff Behm, Managing Director

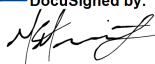
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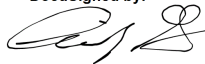
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SDAPP-FALCK AGREEMENT 3.16.23

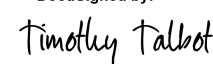
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ATTACHMENT A

WAGE SCALES

Paramedic 12 hour	Years of Service	Current Rate	3/1/2023	1/1/2024	1/1/2025
Step 1	0- 99	22.39	\$24.40	\$25.38	\$26.39
Step 2	1- 1.99	22.94	\$25.01	\$26.01	\$27.05
Step 3	2- 2.99	23.79	\$25.93	\$26.97	\$28.05
Step 4	3- 3.99	24.49	\$26.69	\$27.76	\$28.87
Step 5	4- 4.99	25.18	\$27.45	\$28.54	\$29.68
Step 6	5- 5.99	26.20	\$28.56	\$29.70	\$30.89
Step 7	6- 6.99	27.62	\$30.10	\$31.30	\$32.56
Step 8	7- 7.99	29.37	\$32.01	\$33.29	\$34.62
Step 9	8- 8.99	31.12	\$33.92	\$35.28	\$36.69
Step 10	9- 9.99	32.87	\$35.82	\$37.26	\$38.75
Step 11	10- 10.99	35.32	\$38.50	\$40.04	\$41.64
Step 12	11- 11.99	37.76	\$41.16	\$42.80	\$44.51

Paramedic 24 hour	Years of Service	Current Rate	3/1/2023	1/1/2024	1/1/2025
Step 1	0- 99	17.14	\$18.68	\$19.43	\$20.20
Step 2	1- 1.99	17.57	\$19.15	\$19.91	\$20.71
Step 3	2- 2.99	18.22	\$19.86	\$20.65	\$21.48
Step 4	3- 3.99	18.75	\$20.44	\$21.26	\$22.11
Step 5	4- 4.99	19.28	\$21.01	\$21.85	\$22.73
Step 6	5- 5.99	20.06	\$21.86	\$22.73	\$23.64
Step 7	6- 6.99	21.15	\$23.05	\$23.97	\$24.93
Step 8	7- 7.99	22.48	\$24.50	\$25.48	\$26.50
Step 9	8- 8.99	23.82	\$25.97	\$27.01	\$28.09
Step 10	9- 9.99	25.16	\$27.42	\$28.52	\$29.66
Step 11	10- 10.99	27.05	\$29.48	\$30.66	\$31.89
Step 12	11- 11.99	28.91	\$31.51	\$32.77	\$34.08

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FT EMT 12 hour	Years of Service	Current Rate	3/1/2023	1/1/2024	1/1/2025
Step 1	0-.99	16.28	\$17.74	\$18.45	\$19.19
Step 2	1-1.99	16.91	\$18.43	\$19.16	\$19.93
Step 3	2-2.99	17.54	\$19.11	\$19.88	\$20.67
Step 4	3-3.99	18.17	\$19.81	\$20.60	\$21.42
Step 5	4-4.99	18.80	\$20.49	\$21.31	\$22.16
PT EMT 12 hour		Current Rate	3/1/2023	1/1/2024	1/1/2025
No benefits		17.91	*	*	*

*Part-time Bridge EMTs who are not eligible for benefits shall receive the wage rate set by the City of San Diego Living Wage Ordinance, which wage rate is adjusted July 1 of each calendar year, or their step wage on the applicable 12-Hour Bridge EMT wage scale, whichever is higher.

FT EMT 24 hour		Current Rate	3/1/2023	1/1/2024	1/1/2025
Hired before 1/1/2024		16.30	17.48**	18.18**	18.90**
Hired on or after 1/1/2024			17.48**	17.48**	17.48**

PT EMT 24 hour		Current Rate	3/1/2023	1/1/2024	1/1/2025
No benefits		17.91	***	***	***

**If the wage rate established by the City of San Diego Living Wage Ordinance, which wage rate is adjusted on July 1 of each calendar year, is greater than \$17.48 per hour (for benefits eligible employees), 24-Hour Bridge EMTs shall receive the higher wage rate established by the City of San Diego Living Wage Ordinance.

***Part-time Bridge EMTs who are not eligible for benefits shall receive the wage rate set by the City of San Diego Living Wage Ordinance, which wage rate is adjusted July 1 of each calendar year, or their step wage on the applicable 24-Hour Bridge EMT wage rate, whichever is higher.

SDAPP-FALCK AGREEMENT 3.16.23**ATTACHMENT B****SUBSTANCE TESTING POLICY**

SECTION	TOPIC	PAGE
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2.0	STANDARDS OF EMPLOYEE CONDUCT	60
3.0	DRUG AND ALCOHOL SCREENING	61
4.0	PRE-EMPLOYMENT DRUG TESTING	61
5.0	DRUG AND ALCOHOL SCREENING / TESTING - CURRENT EMPLOYEES	62
6.0	DRUG & ALCOHOL TEST PROCESS	63
7.0	DRUG AND ALCOHOL TEST METHODS	64
8.0	CONFIRMATION OF TEST RESULTS	64
9.0	ALCOHOL TEST FAILURE CRITERIA	65
10.0	DRUG TEST FAILURE CRITERIA AND CONSEQUENCES	65
11.0	EMPLOYEE ASSISTANCE PROGRAM	66
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13.0	EDUCATION AND TRAINING	66

PURPOSE

The purpose of this ***Substance Testing Policy*** is to outline a comprehensive prevention and response system that will reduce the likelihood of substance abuse by employees, thereby creating a healthier and safer environment for employees, patients and the general public.

APPLIES TO

This policy applies to all SDAPP bargaining unit employees working within the City of San Diego EMS system.

ENFORCEABILITY

Violation of this policy will result in corrective action, up to and including termination.

Employees are required to familiarize themselves with these expectations. To obtain further information about substance abuse prevention, please contact your supervisor or the Human Resources Department.

1.0 It is the policy of Falck to:

- 1.1 Expressly prohibit the unlawful use, possession, manufacture, distribution, dispensation, or sale of alcohol and controlled substances or illicit drug paraphernalia by its employees at all times.
- 1.2 Require Falck employees to be fit for duty while performing services on behalf of the company and to perform all assigned duties without the presence of illegal drugs, alcohol or inappropriate legal drugs in their systems.

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- 1.3 Test any employee for alcohol and controlled substances as outlined in this policy.
- 1.4 Whenever necessary, search Falck premises for evidence of potential substance abuse. “Falck premises” includes but is not limited to: all facilities and areas in which Falck operates, Falck owned / leased property, any property where services on behalf of Falck are being performed, Falck owned or leased equipment, parking lots, lockers, desks, equipment, work spaces, and storage facilities in which employees do not have a reasonable expectation of privacy.

PROCEDURES

2.0 Standards of Employee Conduct

- 2.1 Employees should refrain from alcohol consumption for at least 8 hours prior to the start of any work shift.
- 2.2 Employees shall not consume alcohol if any of the following situational factors apply:
 - (a) On-duty
 - (b) On-call
 - (c) In Falck uniform, even if “off-duty”
- 2.3 Employees may be exempt from the alcohol related provisions of this policy for a specific meeting or company function where alcohol consumption is permitted by Falck management.
 - (a) Alcohol related exemptions shall not apply to any employee that:
 - (1) Is expected to remain ready to respond to emergency calls, provide patient care, or provide clinical guidance to on-duty employees [e.g., field employees or field supervisors who are on-duty or on-call].
 - (2) Drives a company vehicle to or from the meeting / company function.
 - (3) Is in Falck uniform, regardless of duty status.
- 2.4 Employees are prohibited from unlawful use, possession, manufacture, distribution, dispensation, or sale of controlled substances or illicit drug paraphernalia.
- 2.5 If taking a prescribed or over-the-counter drug, employees must immediately report to their supervisor if the use of the drug may alter the employee’s behavioral alertness or mental ability and / or may interfere with the employee’s ability to perform their normal job duties in a safe and competent manner.
 - (a) The company may require the employee to provide a written letter of explanation from their physician that indicates knowledge of the employee’s work, sufficient

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awareness of the hazards associated with the work, and professionally reasoned confidence that the prescribed medication will not create unreasonable risk for the employee, coworkers, patients, or the community.

- (b) Employees are not to take prescription drugs unless they are issued to them by a physician.
- (c) Employees are not to knowingly misuse or abuse over-the-counter or prescription medications.

2.6 Employees must notify their supervisor immediately if they are convicted under any criminal statute associated with drugs or alcohol.

3.0 Drug and Alcohol Screening

3.1 Saliva-based drug and alcohol screening may be used to “rule-out” the presence of alcohol or controlled substances in an employee’s system. In such cases, an HR- approved procedure or checklist should be used to govern the key steps of the screening process, including but not limited to:

- (a) Ensuring appropriate steps are taken to document the reason for administering the screen
- (b) Providing for a witness while the screen is administered
- (c) What to do if the saliva-based screen indicates “non-conclusive” or similar findings that suggest the need to utilize a drug and alcohol test.

3.2 Saliva-based screening is not to be used as the basis for taking corrective action. Rather, it may be used only to determine whether to proceed with a drug and alcohol test.

3.3 Screening results that indicate “non-conclusive” [or equivalent] shall trigger quantified drug and alcohol testing as described elsewhere in this policy.

3.4 Regardless of saliva-based screening results or an employee’s refusal to participate in a drug or alcohol screen, Falck reserves the right to require an employee to undergo a drug or alcohol test.

4.0 Pre-Employment Drug Testing

4.1 Individuals that receive a job offer from Falck must complete a post-offer / pre-placement drug test that is administered by a Falck-designated provider. The Human Resources Department should provide guidance to employment candidates regarding HR-designated test locations, documentation and process requirements.

4.2 Saliva-based screening is not permitted for use in lieu of the drug test required by this section.

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4.3 Employment candidates that refuse to undergo a drug test, or who fail the test, are not eligible for hire.

5.0 Drug and Alcohol Screening / Testing—Current Employees

5.1 Reasonable suspicion criteria

- (a) Falck management may initiate a reasonable suspicion drug and alcohol test for any employee who exhibits objective contemporaneous physical, behavioral, or performance indicators of being under the influence of drugs or alcohol.
- (b) Prior to initiating a reasonable suspicion drug and alcohol test, supervisors should consult with Human Resources.
- (c) The investigating supervisor must clearly document the physical, behavioral or performance indicators that formed the basis of their reasonable suspicion. This information will be provided to the employee when directed to submit to a reasonable suspicion drug or alcohol test authorized by this policy. This documentation, along with any other investigation work products, will also be forwarded to Human Resources and the Association.

5.2 For cause criteria

- (a) Post-incident
 - (1) All collisions involving a company vehicle in which an employee subject to this policy was driving the company vehicle.
 - (2) More than 2 workers' compensation claims that involve treatment in a 12 month period
 - (3) Discovery of an open container of alcohol, controlled substances or drug paraphernalia in an employee's possession while at work, in the employee's work area, or in any area the employee had access to
 - (4) Missing or altered controlled substances to which the employee had access
 - (5) More than one customer complaint of missing medications in a 36 month period

5.3 Return to duty testing criteria

- (a) Employees who test positive for drugs or alcohol in violation of this policy may not return to duty without undergoing a return-to-duty test with a negative test result for the substance at issue, in the event the employee is permitted to return to duty by Falck.

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- (b) Employees that proactively self-disclose a drug or alcohol problem to the company prior to any violation of this policy, under Section 12, below, are required to take a return to duty drug and alcohol test before returning to duty.

5.4 Random testing criteria

- (a) Except for employees covered by a last-chance agreement as outlined in Section 12 of this policy, random drug and alcohol testing may not be requested or required of any bargaining unit employee.

6.0 Drug and Alcohol Test Process

- 6.1 Given the inability to determine the presence or type of substance(s) that might be in an employee's system without conducting an appropriate test, alcohol testing must be done in conjunction with controlled substance testing and vice versa.
- 6.2 If the employee refuses to submit to a drug and alcohol test authorized by this policy or refuses to sign a chain of custody form or any other documentation associated with this policy or the drug or alcohol testing process, the employee will be terminated.
- 6.3 Employees shall not take any deliberate action to mask the signs of alcohol or controlled substance use or to elude detection of having alcohol or controlled substances in their system.
- 6.4 Employees shall not switch or adulterate a drug or alcohol test specimen. This action will result in termination.
- 6.5 Upon being notified by the company of the need to submit to a drug and alcohol test, employees must immediately report to the test collection site as directed by the investigating supervisor. Failure to do so may result in termination.
- 6.6 Management should provide or arrange safe transportation for the employee upon request, or upon management suspicion that an employee may be unable to safely operate a vehicle.
- 6.7 An employee required to undergo an alcohol and drug test based on "reasonable suspicion" should be placed on paid administrative leave until the test results are received. Employees required to undergo a drug and alcohol test based solely on the "for cause" criteria specified in Section 4.2 of this policy [i.e., no reasonable suspicion factors evident] do not normally need to be placed on administrative leave. Consult Human Resources as needed in this regard.
- 6.8 All documentation associated with the administration of this policy will be maintained by Human Resources and will be treated as confidential.

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7.0 Drug and Alcohol Test Methods

- 7.1 As established in Section 3.0 of this policy, Falck may elect to utilize a saliva-based drug and alcohol screening to help determine whether administering a quantified drug and alcohol test is indicated.
- 7.2 Controlled substance testing detects opiates, marijuana, phencyclidine (PCP), amphetamines, cocaine, cocaine & marijuana metabolites, benzodiazepines, barbiturates, methadone, propoxyphene and may test for any other substances identified in Schedules I-V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812). Controlled substance testing will be performed with split urine samples by an HHS-certified laboratory under the National Laboratory Certification Program (NLCP).
- (a) An initial screen by immunoassay (e.g., EMIT) and confirmation test using Gas Chromatography/Mass Spectrometry will be conducted.
 - (b) In addition to the interpretation, test sites should be asked to provide quantified results.
- 7.3 Alcohol testing may be conducted by breathalyzer, urinalysis, or blood. If the initial test indicates the presence of alcohol, a confirmation test will be done within fifteen minutes. Confirmation testing may be by breathalyzer, blood testing or any other evidentiary means for testing alcohol.

8.0 Confirmation of Test Results

- 8.1 Falck will designate a Medical Review Officer (“MRO”) who shall be a licensed physician with knowledge of drug and alcohol abuse disorders. The MRO shall perform the following functions:
- (a) Review and interpret each confirmed positive test result to determine if there is an alternative medical explanation for the result. The MRO should:
 - (1) Conduct a medical interview with the individual tested.
 - (2) Review the individual’s medical history and any relevant biomedical factors.
 - (3) Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from a legally prescribed medication.
 - (4) If necessary, require that the original specimen be reanalyzed to determine the accuracy of the reported test result.
 - (5) Verify that the laboratory report and assessment are correct.

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8.2 The MRO review of confirmed positive test results shall conclude with one of the following determinations:

- (a) There is a legitimate medical explanation for the confirmed positive test result other than unauthorized use of a controlled substance. This shall be reported to Falck as a negative test and shall be recorded in the employee's medical file.
- (b) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action. This shall be reported to Falck as a negative test and shall be recorded in the employee's medical file.
- (c) The MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a controlled substance or alcohol. This shall be reported to Falck as a positive test and shall be recorded in the employee's medical file.

9.0 Alcohol Test Failure Criteria

9.1 < 0.02: No action based on alcohol concentration.

9.2 > 0.02 and < 0.039: Removal from duty, mandatory EAP referral, mandatory final written warning, at least a one (1) shift unpaid suspension, mandatory return to work test, mandatory / signed last chance agreement that includes [but is not limited to] mandatory participation in a follow-up testing program designed or approved by Falck. This option may be used only once during an employee's work experience(s) with Falck.

9.3 > 0.04: Termination.

10.0 Drug Test Failure Criteria and Consequences

10.1 Except as provided herein, any detectable presence of controlled substances, controlled substance metabolites, or controlled substance test adulterants, except for marijuana/cannabinoids, will be considered a violation of this policy and result in termination. Current employees who test positive for marijuana or cannabinoids will be subject to a 30-day unpaid suspension, and will only be permitted to return upon the completion of a negative return to duty test under Section 5.3, above. Discipline beyond the 30-day suspension shall only be issued where the investigation reveals objective evidence that the employee was impaired by marijuana/cannabinoids while on the job, or that another violation of policy occurred for which further discipline would be considered "just cause."

10.2 When employees are subject to "for cause" testing based on missing or altered controlled substances to which the employee had access, the presence of marijuana will not warrant discipline beyond the 30-day suspension listed above.

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11.0 Employee Assistance Program

11.1 Falck supports early intervention and treatment for employees faced with alcohol or controlled substance related problems by providing an Employee Assistance Program (EAP). Employees with alcohol and /or substance abuse problems are strongly encouraged to voluntarily and proactively utilize the EAP service. For current information about this service, employees should contact their supervisor or the Human Resources Department.

12.0 Self-Disclosure of a Drug or Alcohol Problem

12.1 Employees are strongly encouraged to proactively inform their supervisor or a Human Resources Department staff member if they have an alcohol or a controlled substance abuse problem. If notified, the Company should carry out an investigation into the matter. The investigation may include requiring the employee to take an alcohol and / or controlled substances test.

12.2 If the investigation shows the employee's disclosure was made proactively [i.e., before being requested by the Company to submit to drug or alcohol testing and before an incident occurs that could reasonably lead to such request], the employee may be permitted, in lieu of termination, to enter into a written "Last-chance agreement" between the employee and the Company.

- (a) As part of the last-chance agreement, the employee may be required to take an unpaid leave of absence in order to complete appropriate treatment for alcohol and / or controlled substance abuse.
- (b) Before becoming eligible to return to duty, employees participating in a last-chance agreement must agree to and fully comply with all requirements established by the Company, the local EMS Agency, and the EMS Agency Medical Director.
- (c) Failure to sign the last-chance agreement or failure to fully comply with the terms therein shall be grounds for termination.

12.3 Self-disclosure of an alcohol or substance abuse problem that is deemed to be reactive in nature [i.e., after being requested by the Company to submit to drug or alcohol testing or after an incident occurs that could reasonably lead to such request] will have no effect. If a drug or alcohol test reveals a failed result, the employee will be subject to the corrective actions specified in Sections 9.0 and 10.0 of this policy.

13.0 Education and Training

13.1 Falck has implemented a Drug Free Awareness Program to educate employees and their families on alcohol and substance abuse issues. The Program includes information about:

- (a) The Substance Abuse Prevention Policy.
- (b) The dangers of alcohol and drug abuse.

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- (c) The availability of confidential treatment and counseling through EAP
- (d) The consequences of violating this policy.

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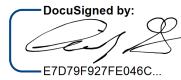
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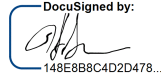
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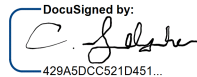
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