

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GOLD CROSS SERVICES, INC.

WITH OPERATIONS LOCATED IN  
WASHINGTON COUNTY, UTAH

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL UNION NO. 222

May 15, 2020

THROUGH AND INCLUDING

May 14, 2025

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**PREAMBLE**

Both parties recognize that it is to their mutual advantage and for the protection of patients to have efficient and uninterrupted operation of the Employer's business. It is further recognized and agreed that Gold Cross Ambulance has a commitment to its customers within its service area to provide high quality emergency medical services to anyone in need and to do so quickly, unerringly and in a cost-effective manner without regard to the patient's financial condition or their ethnic origin. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

**ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the collective bargaining agent for all employees in the classifications set forth in this Agreement, as the bargaining unit consisting of said employees at Gold Cross Ambulance in Washington County, Utah, but excluding any managers, full-time field operations supervisors, and three (3) part-time field operations supervisors.

**ARTICLE 2 - SUBJECT TO TERMS**

All employees in the classifications covered by the terms of this Agreement, members or prospective members of the Local Union having jurisdiction in the area in which they are employed, shall be subject to the terms of this Agreement.

**ARTICLE 3 - MANAGEMENT RIGHTS**

The Employer reserves the right to amend the unit deployment, shift duration, hours of work and staffing plans as necessary. The Employer will notify the Union at least fourteen (14) days prior to any such change and, upon written request, will meet with the Union at a mutually agreeable time to discuss the impact of such changes upon employees. Prior notice shall not be required if a change is made to meet emergency conditions or unexpected customer needs, but in no case shall a change to meet emergency conditions, or customer needs, be continued for more than twenty-one days without the required notice. In no case shall the implementation of such changes be delayed due to the discussion with the Union over the impact of the changes.

**ARTICLE 4 - NON STANDARD EMERGENCIES / UNEXPECTED DEMAND**

Because of the unpredictable nature of the business of the Company, the Company may during unexpected demand, in times of disaster or other similar unpredictable nonstandard emergencies use management or other certified employees to perform bargaining unit work. Under normal business circumstances, no management, nor management trainee, shall perform bargaining unit work, except to provide training.

**ARTICLE 5 - COVERED EMPLOYEES**

This Agreement covers employees in the following classifications:

**Paramedic                      Advanced EMT                      EMT**

If new non-supervisory classifications are established or added to the bargaining unit, the parties shall meet to negotiate terms and conditions for the new classifications.

**ARTICLE 6- UNIFORMS**

**Section 1. Insignia:** Any patch, decal or other identifying feature required as part of the uniform will be provided by the Employer.



**Section 2. Uniforms Provisions:** Company requires all employees to wear uniforms provided by, or approved by, Company. Company will provide all employees and new hires with four (4) uniform shirts, three (3) uniform pants, one (1) belt, one (1) pair of boots and one (1) winter jacket. Employees have the option of purchasing their own uniform shirts, uniform pants, belt, and boots, subject to the Company's prior approval for conformance with Company uniform standards. In the event that Employee elects to purchase his or her own uniform shirts, pants, belt and/or boots, Company shall reimburse Employee for the cost of such approved clothing purchased by Employee up to but not exceeding the amount Company would have spent providing such items to Employee per this policy. Company will share uniform pricing and vendor information with any employee upon request.

Employer will replace damaged or unserviceable uniform components in the ordinary course of business. All uniform components provided by the Company remain property of the Company and must be returned upon separation of employment. Company agrees to keep employees reasonably informed as to the status of uniform orders and requests.

## ARTICLE 7 - EMPLOYEE DEFINITIONS

**Full-Time Employees:** A Full-Time Employee is one who works an average of 40 hours or more per week on a regularly scheduled basis.

**Part-Time Employees:** A Regular Part-Time Employee is one who works an average of twenty-four (24) hours in each calendar month over a three (3) consecutive month period. When a Part-Time Employee is offered twenty-four (24) hours of work in two consecutive calendar months and he/she refuses to work the hours offered, he/she will be considered to have voluntarily resigned his/her employment, unless otherwise absent due to an approved leave.

## ARTICLE 8 - NEW HIRE / UNION ORIENTATION

The parties recognize that the Union is required to represent all employees in the bargaining unit. Therefore, the Employer agrees to advise all new hires of the existence of Union Representation. The Company will allow a Union designated Steward to attend Employee New Hire Orientation and allow said Steward twenty-five (25) Minutes or sufficient time, to discuss the employee's responsibilities on the job, the Collective Bargaining Agreement, Union administrated benefits, and Union membership. The Company will provide sufficient notice to the Stewards prior to any new hire orientation meeting.

## ARTICLE 9 - TRAINING AND CONTINUING EDUCATION

**Section 1.** All employees are responsible for maintaining their own certifications necessary to practice under State Law. Nevertheless, the Employer shall provide continuing education courses, In-service training and other forms of training and education needed to meet certification and licensing requirements and to satisfy additional Employer (including the Employer's physicians and medical program directors) and governmental agency requirements at no cost to the employee.

**Section 2.** Any specific training at which employee attendance is required by the Employer shall be designated by the employer as mandatory and will be provided by the Employer at no cost to the employee. Additionally, employees shall be compensated at the employee's regular straight time hourly rate for all time spent in such mandatory training.

**Section 3.** Whenever possible, all training will be performed in the area of operation where the employee works. When travel outside of that area of operation is required for mandatory training, employees will be reimbursed for all travel related expenses, including payment for mileage, according to the prevailing IRS reimbursement rates.

**Section 4.** An EVO (Emergency Vehicle Operation) course must be scheduled for new employees within ninety (90) days from their date of hire.

## ARTICLE 10 – SENIORITY

A Seniority Employee is any employee who has completed their initial new hire probationary period.

**Section 1. New Hire Probationary Period:** All newly hired Full-Time and Regular Part-Time employees, as defined above, will be subject to a new hire probationary period of up to one hundred, eighty (180) days from the date of hire. Employees will not accrue seniority during their probationary period and will be subject to discharge or discipline at the Employer's sole discretion and without recourse to the grievance and arbitration procedure.

**Section 2. Driving Probation Requirements:** All EMT's and Paramedics shall be required to successfully complete and maintain certification in an Emergency Vehicle Driving course, to be offered by the Company during or upon completion of the employee's new hire probationary period or as soon thereafter as practicable. The Driving Probation period is two months and can run concurrently with the New-Hire Probationary Period, depending on when the driving course is offered.

**Section 3. Seniority Date Defined:** Seniority will begin to accrue upon the employee's completion of the probationary period as defined in Article 10, Sections 1 & 2 above, and shall be applied retroactively to the employee's start date. Seniority shall be determined based upon the employee's first date of attendance at new employee orientation and then by date and time of acceptance of employment offer. The Employer shall maintain separate seniority lists for all Full-Time paramedics, Part-Time paramedics, Full-Time EMTs and Part-Time EMTs. If a Part-time employee changes to Full-Time status within the same classification, they will receive 50% credit for all seniority accrued as a Part-Time employee. If a Full-Time employee changes to Part-Time status within the same classification, they will not lose seniority accrued as a Full-Time employee. EMTs who become employed as a paramedic shall receive 25% seniority credit for past service as an EMT, for all purposes except wages.

**Section 4. Loss of Seniority:** Employees may lose seniority for any one of the following reasons:

Resignation or voluntary quit;

Discharge;

Any unauthorized work stoppage or slowdown;

Layoff for twelve (12) consecutive months;

Unexcused absence from work for three (3) consecutive work shifts without notice to the employee's supervisor;

Failure to report to work at the conclusion of any authorized leave of absence;

Failure of a Part-Time employee to submit an availability calendar for two (2) consecutive months.

**Section 5. Seniority Application/ Shift Vacancies:** Permanent shift vacancies will be posted for seven (7) consecutive days, setting forth generally the facts and conditions in respect to such jobs and requesting bids. Posting will occur at each station. Any interested employee may make application, by submitting their bid in writing, during that seven (7) day period, to a supervisor. Bids which are submitted by employees after the posting period shall not be considered. Where physical ability and/or the classification of the applicants bidding on a job/shift are objectively equal and there are no substantive infractions, which would reasonably suggest unsuitability for a particular assignment, the employee with the most seniority shall be awarded a job vacancy. This bid posting procedure shall only be applicable to the original shift vacancy and to two (2) subsequent vacancies which may result from filling the original vacancy. Outside applicants will be considered only after the exhaustion of this provision.



## ARTICLE 11- LAY-OFFS

When it becomes necessary to reduce the work force, the last employee hired shall be laid off first, and when the work force is again increased the employees shall be returned to work in the reverse order in which they were laid off. If the Employer reduces its work force, the displaced employee may displace any junior employee. The displaced employee, in turn, will then displace any junior employee and so on, until the least senior employee is laid off. Laid off employees shall maintain seniority and recall rights for twelve (12) consecutive calendar months from the date of lay-off.

## ARTICLE 12-RECALL

A laid off employee shall be given notice of recall. If said employee can be reached only by mail, written notice of recall will be sent by Certified Mail addressed to his/her last known address on file with the Employer. Such employee must respond to such notice within three (3) days after receipt thereof and must be prepared to return to work within five (5) additional days unless otherwise mutually agreed to by the Employer and the employee. If an employee fails to comply with these recall provisions, he/she shall lose all seniority rights, provided the Employer can prove that such recall notice was given as provided above.

## ARTICLE 13 - DISCIPLINE & DISCHARGE

During the term of this Agreement, any and all controversies, complaints or other disputes between the Employer and the Union which involve the meaning and/or application of the provisions of this Agreement, shall be subject to adjustment in the manner provided herein, and must be presented and processed in accordance with the following steps, time limits, and conditions herein set forth. All references to "days" herein shall mean "working days" (i.e., Monday through Friday, excluding holidays).

**Section 1. Discipline:** After completion of probationary period, an employee may not be discharged except for just cause. Discharges shall be subject to the grievance and arbitration provisions of this Agreement, but such grievances shall be filed within fourteen (14) calendar days after discharge or be forever waived. The discharge of an employee after the probationary period must be by written notice to the affected employee and the Union within fourteen (14) calendar days of the occurrence of the violation claimed by the Company as the basis for discharge, and such notice shall set forth the reason for discharge. In the case of work-related complaints originating outside of the organization from patients, hospitals, care centers, or applicable governmental agencies such as police, fire, or city council, that may lead to discharge, the fourteen (14) calendar days shall not start until the Company becomes aware of, or should have become aware of, the complaint that may lead to discharge, and in such case the Company shall immediately notify the Union of the complaint. Notwithstanding, any conduct other than discriminatory conduct that is prohibited by federal or state law occurring more than (30) days prior cannot form the basis for discharge.

**Section 2. Cardinal Sins:** No notice shall be required prior to discharge for such offenses as personal violence in the work-place, drunkenness on the job, drug abuse, recklessness resulting in a serious accident, carrying of unauthorized passengers (non-Gold Cross employee or non-patient care related passenger), unlawful discrimination, loss of certifications for a period that exceeds thirty (30) days, working without certifications required by state and/or local laws and ordinances, when an employee knew or reasonably should have known that such certifications have lapsed or if Company's medical director removes the employee from practicing on a permanent basis or other egregious acts of a most serious nature.

This provision shall not apply to any employee, who in good faith reports the lapse or pending lapse of any required certification to the company, prior to working his/her next shift.

### Section 3. Progressive Discipline:

- a) **Step 1:** When an employee's conduct is unsatisfactory under circumstances not resulting in discharge, the Company shall verbally advise the employee of his/her unsatisfactory conduct and counsel with him or her. The Company may reduce the verbal warning to writing and, in such case, will give the employee a copy.
- b) **Step 2:** If the employee's conduct continues to be unsatisfactory after receipt of a verbal warning reduced to writing, the Company will then give the employee a written warning notice.
- c) **Step 3:** Further misconduct on the part of the employee, within a period of twelve (12) months from the date of the written warning notice required in step (2) above, may result in second written warning notice and/or disciplinary suspension.
- d) **Step 4:** When such second written warning notice or suspension is given, the Company shall provide a copy of the written warning notice to the Union and shall meet with the employee and Union to discuss the employee's performance. Further misconduct, within the twelve (12) month period from the date of the original written warning notice, may result in discharge.
- e) A copy of all documented written warning notices and suspensions shall be issued to the employee within fourteen (14) calendar days of the violation. Additionally, a copy of all written warning notices, or notices of suspension issued under Section (3), shall be sent to the Union Hall by fax, email or mail, within the fourteen (14) calendar days to be valid. In the case of work-related complaints originating outside of the organization from patients, hospitals, care centers, or applicable governmental agencies such as police, fire, or city council, that may lead to written warnings or suspensions, the fourteen (14) calendar days shall not start until the Company becomes aware of, or should have become aware of, the complaint that may lead to discipline, and in such case the Company shall immediately notify the Union of the complaint. Notwithstanding, any conduct other than discriminatory conduct that is prohibited by federal or state law occurring more than 30 days prior cannot form the basis for discipline. Such written notices shall have a twelve (12) month limitation.
- f) **Medical Director:** Actions of the Company's Medical Director towards any employee shall not be deemed discipline under this Section (3).
- g) **Willful, Flagrant Behavior:** Notwithstanding, any discipline involving willful, flagrant non-Cardinal Sin behavior while on duty and in the presence of a customer and/or such on duty behavior that could compromise the Company's credibility to said customer or its ability to comply with federal, state and/or local laws and ordinances will be subject to a twenty-four (24) month limitation for like discipline and in such cases shall follow the progressive discipline guidelines of sections (c) and notice limitations of section (d), however the event will be subject to a twenty-four (24) month limitation.
- h) **Weingarten:** In the event an employee is requested by the Company to participate in an investigation which the employee reasonably believes could lead to possible discipline, then, in that event, the Employee has the right to request the presence of a union steward during the investigatory review. Employees do not have the right to have union representation present when called to a meeting with management for the sole purpose of informing the employee of discipline being imposed.

### Section 4: Attendance Rules

The attendance rules are effective in order that the company and employees understand what is expected of each other, regarding employee's attendance at work. Employee attendance will be monitored daily, based on the number of chargeable and non-chargeable occurrences during a revolving twelve (12) month period of employment beginning with the first absence as follows:



### Chargeable Points:

1. Reporting to work past scheduled starting time. **(1/3 point)**
2. Leaving work prior to completion of shift (unless pre-approval from supervisor). **(1 point)**
3. Unexcused absence for any reason (except no-call no-show). **(1 point)**
4. Absence due to illness / injury without sick pay. **(1/2 point)**
5. Un-excused absence of volunteer scheduled overtime and / or mandatory overtime in reverse seniority, including scheduled shifts for part-time employees. **(1 point)**
6. No call, no show, for each occurrence **(1st event = (1 point); written verbal warning, 2<sup>nd</sup> event = (2) points; written warning, 3rd event = Suspension (2 Days)**. More than three (3) consecutive days of no call, no show, employee is subject to **termination discharge**.

**NOTE:** An entire shift need not be lost for an occurrence to be charged. An unexcused absence continuing for more than one shift for the same reason may be counted as separate occurrences.

### Non-Chargeable Points

1. Absence when sick pay / PTO is approved.
2. Absence due to a "leave of absence".
3. Absence due to disciplinary reasons.
4. Absence due to subpoena.
5. Absence due to voluntary involvement in Employee Assistance Programs or Drug and Alcohol Treatment Programs.
6. Absence due to physician prescribed work restrictions (Doctors Note) that include visits to a medical professional or work hours reduced by a medical professional.
7. Verifiable injury or accident.
8. Any other absence authorized by the company.
9. Any FMLA or ADAAA approved/accommodated leave.

**SECTION 2:** The disciplinary schedule for absences during each rolling twelve (12) month period of employment will be as follows.

1. Two (2) points, a verbal written warning will be issued.
2. Three (3) points, a written warning will be issued.
3. Four (4) points, a second written warning and / or a (1) day suspension will be issued.
4. Six (6) points, within a rolling twelve-month period, employee will be subject to termination.

Attendance violations will experience progressive discipline separate from other discipline.

## ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

During the term of this Agreement, any and all controversies, complaints or other disputes between the Employer and the Union which involve the meaning and/or application of the provisions of this Agreement, shall be subject to adjustment in the manner provided herein, and must be presented and processed in accordance with the following steps, time limits, and conditions herein set forth. All references to "days" herein shall mean "working days" (i.e., Monday through Friday, excluding holidays).

Any alleged grievance not presented within fourteen (14) calendar days from the date on which the incident occurred, or from the date when the employee acquired knowledge of such grievance, shall be deemed waived. The following steps of the Grievance and Arbitration Procedure shall apply:

**Step (1):** Any employee who believes he/she has suffered a grievance through improper application or interpretation of this Agreement shall first attempt to adjust it through discussion, which may include a written statement outlining the nature of the grievance, with his/her supervisor and with the employee's shop steward present, if desired. The Employer's decision as to such grievance shall be rendered in written form within two (2) working days of the Step (1) meeting.

**Step (2):** If the grievance cannot be resolved at Step 1, the grievance must be submitted by the Union representative in writing, by email, fax or mail, within fourteen (14) calendar days to the President of the Employer to meet and discuss the grievance. The Employer's decision as to such grievance shall be rendered in written form within seven (7) calendar days of the Step (2) meeting. If the parties fail to resolve the grievance in Step (2) it may upon request of either party be moved to step (3).

**Step (3):** If no decision is reached in Step 2, upon request of either party, the matter will be submitted to a grievance committee composed of two persons appointed by the Union and two persons appointed by the Company, who shall meet jointly at a time and place mutually agreed upon. The meeting will be scheduled by mutual agreement, if there are grievances to be heard. A grievance scheduled for committee may be waived by mutual agreement between the parties. The decision by the majority of the committee shall be final and binding upon both parties. Failure to meet jointly by either party shall be construed to be a binding decision in favor of the party attending the meeting. The aggrieved employee shall have the right to attend the grievance meeting, provided they do so at their own expense and without pay. In the event that the grievance is not satisfactorily adjusted under Steps 1 or 2 or due to deadlock under Step 3, either party to the grievance may request arbitration of the dispute.

If the grievance is referred to arbitration, the parties shall request that the Federal Mediation and Conciliation Service (FMCS), or another mutually agreed to resource, submit a list of seven (7) impartial arbitrators. From the list, within a reasonable period of time, the Union and the Employer, in that order, shall each alternately strike one (1) name until six (6) names have been eliminated and the person whose name remains shall be the selected arbitrator. The award of the arbitrator shall be final and binding upon the parties to this Agreement.

The arbitrator shall have no power to add to, subtract from, modify or amend any provision of this Agreement in any manner. He/she may decide only whether or not the Agreement has been violated and what the appropriate remedy will be.

The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear its own legal expenses and those of its own witnesses to the proceedings.

Failure of the Union to comply with the time limits provided for herein shall render the grievance null and void, unless the time limits have been extended or waived by mutual agreement of the parties. Failure of the Employer to process a grievance within the time limits shall allow the Union to move the grievance to the next step.

Upon request, the Union will be provided copies of all written or otherwise recorded documents for the purpose of grievance investigation and resolution. This includes information which the Employer uses to substantiate



discipline or discharge.

#### **ARTICLE 15 - SHOP STEWARDS**

Shop Stewards shall be appointed by the Union. The Company shall be advised of the identity of the Stewards. In order that there shall be no misunderstanding, the duties and functions of the Stewards shall be discussed between the Business Representative and the Stewards prior to the employee acting as a Steward.

#### **ARTICLE 16 - STEWARD DUTIES**

It is understood and agreed that all grievances shall be processed on Company time. Employees will not suffer any loss of wages or benefits while exercising their rights under the grievance procedure. These meetings are not to exceed twenty (20) minutes in duration, unless approved by management. The Union Stewards will not suffer any loss of wages or benefits while attending such meetings. Stewards may investigate and process a grievance in accordance with the Collective Bargaining Agreement while on duty to the extent such does not interfere with the Steward's duties to the Company. The Employer will adhere to the requirements of the Weingarten Act. No Steward or employee shall leave his/her work assignments without his/her supervisor's permission and he/she shall return to work promptly after the interview or discussion is concluded. Such permission will not be unreasonably denied or delayed. No Union business shall be conducted on overtime unless mutually agreed upon by the Company and the Union. The Union will endeavor to provide a sufficient number of Stewards in the workplace.

#### **ARTICLE 17 - TIME OFF FOR UNION ACTIVITIES**

The Company may grant reasonable time off, not to exceed seven (7) days in a calendar year without loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided fourteen (14) calendar days written notice is given to the Company by the Union, specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Company's operations due to lack of available employees.

#### **ARTICLE 18 - JOINT LABOR MANAGEMENT COMMITTEE**

A Joint Labor - Management Committee (JLM) shall be formed consisting of the Business Representative and Shop Stewards of the Local Union and representatives of the Employer signatory to the Collective Bargaining Agreement. At the request of either party, the Committee shall meet at mutually agreeable times and dates at least once per quarter, during the term of the Collective Bargaining Agreement.

#### **ARTICLE 19 - BUSINESS AGENT VISITS**

Representatives of the Union shall be permitted to visit all properties wherein employees under this Agreement are employed, for the purpose of observing conditions under which such employees are working, provided that they notify the designated representative of the Employer in advance and if such visits do not interrupt or interfere with normal operations. Representatives of the Union shall not disrupt employees who are actively engaged in work responsibilities. Visits by representatives of the Union will be restricted to common areas, unless accompanied by an employee representative or shop steward.

#### **ARTICLE 20 - EMPLOYER COMMUNICATIONS**

Any change in Company procedure or policy which has an effect on employees in the bargaining unit will be immediately communicated with the employees and the Union.

## ARTICLE 21 - ROUTINE CHECKS & START SHIFT PROCEDURES

Bargaining unit employees shall not be required to perform mechanical repairs or service work on vehicles. Bargaining unit members will be required to perform routine checks as required by their start of shift procedure sheets, which may include adding oil or other fluids, fueling, adjusting air pressure in the tires, routine washing of vehicle or similar routine maintenance.

## ARTICLE 22 – WORKWEEK

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. The work week commences with any shift starting at or after 12:00am Sunday and runs for seven consecutive days, through 11:59pm the following Saturday, or the end of any shift that began on Saturday which ends on Sunday.

**Section 1. Work Schedules:** All new employees shall be informed of their initially scheduled work hours by the supervisor or manager during new employee orientation.

**Section 2. Shift Obligation:** The parties agree that employees are expected to be at their place of work, prepared for duty/potential calls at the beginning of their scheduled shift and to remain on the job until the shift ends. When direct relief is necessary, the employee shall stay on his/her job until relieved. The supervisor will make every attempt to notify an employee that he/ she may be required to hold over as soon as management has notice of same and will attempt to obtain volunteers for such holdovers. Inverse seniority shall apply in situations where an employee is required to holdover and, in any case, the supervisor will make every attempt to get the employee holding over relieved from work as quickly as possible. Employees holding over will not be required to stay for more than six (6) hours after the normal end of the shift time except for reasons of emergency. All hold-over hours up to six (6) worked by the employee who is required to hold over for any, and all time past their regularly scheduled shift time (i.e., late employees, absent employees, etc.), shall be paid at the applicable hourly rate for such hours, plus an additional premium equal to one-half of the straight time hourly rate. If for reasons of emergency an employee is held over for more than six (6) hours, the employee shall be compensated with an additional ½ time premium, so that such employee is compensated double their straight-time hourly rate for hold over hours worked in excess of six (6) hours. Notwithstanding the foregoing, the “MHO” holdover premiums do not apply to LDT’s or calls that the employee is held over on, that started during the employee’s scheduled shift hours except as provided below in Article (50), Section (3).

**Section 3. Overtime:** All hours worked in excess of forty (40) hours in a workweek, will be paid at one and one-half times the straight-time rate of pay. There shall be no daily overtime requirements, and all shifts including twenty-four (24) and twelve (12) hour shifts, are exempt from any and all daily overtime requirements. Employees shall be paid their regular straight-time rate of pay for all hours worked up to and including the fortieth (40th) hour in a workweek.

### Open shifts will be offered as follows:

**Section 4. Scheduled Open Shifts:** Known open shifts (anticipated vacancies), such as, replacement of an employee off on vacation, injury, or leave of absence. A vacancy, special event, stand-by events or any other open shift known at least one month in advance. These shifts will be scheduled to part-time employees first based on certifications and seniority. Each part-time employee will submit an availability calendar for the next month. The scheduling department will then assign shifts to the employee and return a work schedule to the employee, at which time the employee is committed to the schedule. After the part-time employees are exhausted then the shifts are open to any other employee.

**Section 5. Scheduled Extra Overtime:** Shifts that come available after the part-time employees have been scheduled. The scheduling department will first use the availability calendar that was submitted by part-time employees to fill any shifts that match the part-time employees' availability. Then an overtime sign-up sheet will be posted at least a week in advance, for the purpose of employees making themselves available for extra work. At least 48 hours in advance the overtime list will be pulled, at which time the overtime will be assigned to the qualified employee with the most seniority.



a) The assignment of overtime will proceed with two rotations. Employees will prioritize their overtime shift requests. During the first rotation, the company will assign one (1) overtime shift per week, by seniority from those who submitted shift availability and will proceed through the bottom of the seniority list of those who have submitted shift availability.

b) If shifts remain following the first rotation, the company will proceed with the second rotation and will fill in the remaining shifts by seniority from those who submitted shift availability, until all work or shifts have been assigned. Management will notify the employee who is awarded the overtime. After the overtime signup sheet is exhausted the Company may use any employee that is available.

**Section 6. Unscheduled Extra Overtime:** The Company will also post monthly a list for employees to sign indicating their interest in working unscheduled overtime. Employees will indicate days and blocks of time that they are willing to work extra unscheduled overtime. Unscheduled extra overtime shall be granted by qualifications and seniority. When the list is exhausted the Company may contact an available employee to work, per the guidelines defined in Section #7 (Assignment of Overtime) below.

**Section 7. Assignment of Overtime:** When Shifts remain open after Sections 4, 5 & 6 have been exhausted, the company may offer said shifts per (a) below, and then assign employees, per (b) & (c) to work extra overtime shifts as necessary to fulfill commitments within our service area as follows:

a) If shifts must be covered with more than 48 hours' notice, then the supervisor will offer the work to the most appropriate available employee starting with the highest seniority, down to the least senior employee, until the list is exhausted.

b) At the point that the list referenced in the previous Section 7, subsection (a), has been offered and is exhausted or if there is a need to mandatorily assign work with less than 48 hours of notice, then the supervisor will assign work to the full-time employee that has the least seniority in (reverse seniority order), until the mandatory overtime/open shifts are filled, excluding those employees still on probation.

c) Employees may only be assigned one (1) mandatory overtime shift per week, unless and until the reverse seniority list has cycled through and has been exhausted. If open shifts remain after the first reverse seniority rotation, the remaining shifts will be assigned through reverse seniority until all shifts are covered, however, employees may only be assigned a maximum of two (2) mandatory overtime shifts per week unless there is an unforeseen emergency.

d) If at any time there is a need to assign "mandatory" overtime, mandatory overtime will be assigned by reverse seniority.

e) Person to person contact (Phone Call) must be made when forcing an employee in to work for an "Assignment of Overtime". Refusal to accept "Assignment of Overtime" as it pertains to reverse seniority, may result in disciplinary action.

**Section 8. On Call Pager Shifts:** Any employee may sign up for available pager shifts at any time. Pager shifts are scheduled in twelve (12) or twenty-four (24) hour blocks and the employee is committing to return to work during that block when paged, within 20 minutes on a "low level page" and within 35 minutes on all other pages. Employees that are paged in must acknowledge the page with a phone call or text message to the on-duty supervisor. If the employee notifies the supervisor and arrives ready to work within the allotted amount of time, then the employee is guaranteed a minimum of three (3) hours paid time.

**Section 9. Dropped Overtime Shifts:** Any overtime shift dropped with a minimum notice of seventy-two (72) hours from the scheduled start time of the applicable shift, will not affect or impact the employees Sick Leave, PTO or Attendance. When possible and if needed, the employee should contact the scheduling department and then the Field Supervisor as a last resort on weekends. Overtime shifts dropped with less than

seventy-two (72) hours of notice may result in discipline if the employee is unable to find his/her own coverage, as approved by the scheduling department for the dropped shift in question.

**Section 10.** An employee on PTO, Bereavement or any other approved Leave will be excused from any type of shift, overtime or other mandatory assignments.

### ARTICLE 23 - ON-CALL NOTICE

Employees that are On Call will be given at least a thirty (30) minute notice when being called to report for work.

### ARTICLE 24 - HOLIDAYS AND HOLIDAY PAY

**The following holidays shall be observed by the Company:**

New Year Day	Presidents Day	Memorial Day	July 4 <sup>th</sup>	July 24 <sup>th</sup>
Labor Day	Veterans Day	Thanksgiving	Christmas Day	

**Section 1. Eligibility/Compensation:** To be eligible for holiday pay, you must perform work on one of the above-observed holidays. Non-overtime work performed on company-observed holidays shall be compensated at 1½ times the employee's regular hourly rate. Overtime work performed on company-observed holidays shall be compensated by an additional ½ time premium over and above the 1½-time overtime premium, for a total overtime-holiday compensation at 2 times the employee's regular hourly rate.

**Section 2. Christmas Day:** All full-time employees will accrue (30) minutes of Paid Time-Off (PTO), for every hour worked on Christmas Day.

### ARTICLE 25 - PAID TIME OFF

**Paid-Time Off ("PTO")** provides for time away from work that is compensated and is meant to cover all paid-leave requirements, including but not limited to vacation, and other personal leave needs, but excluding bereavement leave, and sick leave which are covered separately. An employee on approved PTO will be excused from any type of shift, overtime or other mandatory assignments.

**Section 1. Accrual:** All full-time employees are eligible to use PTO after the first six months of employment. All full-time employees begin accruing PTO on their first day of work. Upon ratification all employees will maintain their current bank of PTO hours and will begin accruing PTO hours based on the table below. For every hour worked up to 2080 hours per anniversary-date year, all full time employees will accrue paid time off as follows:

	Year 1	Year 2	Year 3	Year4
Rate per hour	5.192%	5.592%	7.492%	8.652%
Total Hours per year	108 hrs.	117 hrs.	156 hrs.	180 hrs.

**Section 2. Roll-Over:** Of the PTO hours calculated from the table above, Employees will be allowed to carry over a maximum of 120 hours per anniversary year. Unused hours in excess of 120 hours shall be cashed out on the payroll, following 30 days after the employee's anniversary date, at the rate of pay in effect on the day preceding the employee's anniversary date. Carryover hours shall be "silosed" and paid at the rate accrued and will be paid on a first hours-in, first-hours-out basis.

**Section 3. Scheduling:** PTO must be requested from, approved by, and scheduled in advance by the company scheduling coordinator, except in the case of illness or emergency situations. In emergency situations or illness lasting over three shifts, a specific reason for the absence must be given and a release to return to work may be required. The Company reserves the right to reasonably grant or deny a request for PTO to ensure continuity



of service.

The Company may deny any request for PTO for the one day prior to a labor-intensive event such as the Ironman or St. George Marathon, for dates of such event and for the one (1) day after such event.

Where reasonably possible, the Company will not prevent multiple employees from taking approved time off on any given date or week.

If for circumstances beyond its control, the company is unable to grant an employee PTO, said employee may take PTO, only if they are able to acquire their own coverage as approved by the scheduling department.

**Section 4. Cash Out:** Employees shall receive all unused PTO time in the form of a lump sum payment, less required withholding upon layoff, staff reduction, retirement or voluntary quit as long as the employee provides two weeks' notice to the company. Such PTO cash-out shall be at the pay rate in effect when such PTO was earned.

Employees may have the option of a cash pay-out or may choose to invest in their (HSA) health saving account or 401K.

Employees wishing to invest all or part of the "cash-out" under this section in their HSA or 401k must so elect in writing before the first payday after their anniversary date, otherwise the "cash-out" will be paid as a lump sum to the employee less required withholding.

#### ARTICLE 26 – SICK LEAVE

**Section 1. Hours:** Seniority employees will be awarded twenty-four (24) hours of sick leave upon ratification and will start to accrue sick leave based on the table below. The accumulation prior to the employee's first post ratification anniversary will be limited to a maximum of sixty (60) hours. After the employee's first anniversary (post ratification) has employee will accumulate sick leave up to sixty (60) hours per anniversary year, at a rate based on the table below.

**Rate Per Hour:** 2.885%

**Section 2. Amount of Pay:** Payment for Sick Leave days shall be for the employee's regularly scheduled hours, at the employee's regular rate of pay.

**Section 3. Sick Leave Bank:** Unused sick leave shall be accumulated into a Sick Leave Bank up to a maximum of two hundred and eighty-eight (288) hours. Sick leave bank will be used for the future illness of an employee or their immediate family as his/her needs may require. Sick leave taken will be at the employee's current rate of pay.

**Section 4. Cash Out:** Upon an employee's anniversary date any remaining accrued sick leave in excess of two hundred and eighty-eight (288) hours shall be cashed out. Cash out of sick leave will be at the rate of pay in effect at that time. At the time employment with the employer ends all sick leave must be cashed out.

#### ARTICLE 27 – HEALTH & WELFARE

Bargaining Unit employees will be entitled to the same Company-sponsored health insurance as all other similarly-situated non-bargaining unit employees, subject to the same terms, conditions, and contribution levels as similarly-situated non-bargaining unit employees, as such may be modified from time to time. This includes the Company's HAS matching contribution, to which the bargaining unit employees will be entitled at the same levels as similarly situated non-bargaining unit employees, as such may be modified from time to time.

## ARTICLE 28 – 401 K

The Company has provided a 401(k) plan (the “Plan”) to the employees covered by this agreement that is equivalent to the 401(k) plan offered to similarly-situated non-bargaining unit employees, as such may be modified from time to time. All bargaining unit employees are eligible to participate in the Plan. As currently enacted, the Plan provides an opportunity for participants to defer on a pre-tax basis a percentage of their compensation into an account managed by each participant based on different investment choices provided under the plan. Each participant may generally defer, pre-tax, up to the statutory limit for the current calendar year, and the participant is 100% vested on the first day of participation in any deferred amounts. They may also defer Roth contributions (after-tax) in addition to pre-tax contributions. The Plan also provides for a discretionary matching contribution by the Company equal to a uniform percentage of the participant’s deferrals, which the Company determines each year. Historically, this percentage has been between 7 and 10% and is currently at 10%. Generally, participants are 100% vested in any Company matching contributions at three years of service and thereafter provided they work sufficient hours to meet eligibility. For further information, or for a copy of the current Summary Plan Description that sets forth the details of the Plan, please contact a Company representative.

## ARTICLE 29 - BEREAVEMENT LEAVE

**Section 1.** In the event of the death of an employee’s mother, mother-in-law, father, father-in-law, sister, brother, wife, husband, domestic partner, son, daughter, grandparents, grandchildren, legal stepparents or stepchildren, employees will receive up to forty-eight (48) hours off with pay, to be used at the employee’s discretion during the time period between the day of death and two weeks following the day of death for the purpose of Bereavement.

**Section 2.** In the event of the death of an employee’s brother-in-law or sister-in-law, employees will receive up to twenty-four (24) hours off with pay, to be used at the employee’s discretion during the time period between the day of death and two weeks following the day of death for the purpose of Bereavement.

**Section 3.** For relatives not listed above, employees may be allowed reasonable excused unpaid time off to attend a funeral or other bereavement rite.

**Section 4.** An employee on Bereavement Leave will be excused from any type of shift, overtime or other mandatory assignments while on Bereavement.

## ARTICLE 30 – REPORTS & CRITICAL EQUIPMENT

**Reports:** Patient care reports are expected to be filled out and filed as required by State law. If any employee expects to file his/her report later than required due to extenuating circumstances, said employee needs to acquire verbal approval from a supervisor.

**Critical Equipment:** Equipment such as cot mounts, other equipment mounts, patient moving equipment, and vehicle safety equipment are to be maintained and secure. Any defect or problem should be immediately reported to supervisors and documented appropriately, and said ambulance or piece of equipment will be removed from active duty until the problem is corrected.

## ARTICLE 31-ANNUAL SHIFT BID

An annual shift bid will be scheduled in the month of June each year. All shifts/positions will be posted by the 1st of June. Employees must have their bid forms turned into the scheduling department by the 15th of June. Each employee must list their shift preferences down to their level of seniority. The bid process will begin on the first Monday after the 15th. Management will then award employees, according to seniority, their top shift/position choice available. At any point that an employee's bid choices have already been selected by other senior employees, management will then contact the employee by phone at the number provided by the employee on the bid form to obtain their shift selection. The employee must contact the scheduler within forty-five (45) minutes of the initial phone call or the bidding will continue and the employee will be placed in the bid at the order of his call. The new shift bid schedule will be posted as soon as completed. The new work schedule



will commence at the beginning of the first pay period in August, prior to the beginning of the Fall Semester at Dixie State University. Employees that do not submit a bid form by the deadline will be assigned a shift at the end of the bid process.

### **ARTICLE 32 - SHIFT TRADES & EXCHANGES**

Probationary employees shall not be permitted to initiate shift trades. Full-time and regular part-time employees may be allowed to trade shifts under the following conditions:

- a. The employee must submit a completed shift exchange form to the Scheduling Coordinator at least seventy-two (72) hours prior to the date of the requested trade. Requests with less than a seventy-two (72) hour notice will be considered only in the event of an emergency.
- b. Employees working twelve (12) hour shifts shall be permitted to exchange full shifts only. Employees working twenty-four (24) hour shifts shall be permitted to request shift exchanges of either, twelve (12) or twenty-four (24) hours, however, the Employer shall determine the time of the crew exchange in the event that a twenty-four (24) hour employee requests an exchange of twelve (12) hours. Shift exchange requests for less than twelve (12) hours, may be approved at the Employer's sole discretion.
- c. Employees shall receive approval or denial of the shift exchange request no more than twenty-four (24) hours after documented receipt of the required form.
- d. No shift trades will be approved that would result in overtime within the work week, which would not have otherwise been earned but for the shift trade.
- e. Active calls or high priority posting assignments will not be interrupted for crew exchanges.
- f. If an employee agrees to exchange a shift and fails to report to duty, the employee who failed to report may be subject to disciplinary action, in accordance with the progressive disciplinary procedures set forth in this Agreement.
- g. Any employee who fails to report on a day for which he/she requested a shift trade, which request was denied, may be subject to discipline, in accordance with the progressive disciplinary procedures set forth in this Agreement.

### **ARTICLE 33 - LIVING QUARTERS**

When the Employer provides living quarters for 24-hour shift employees while on duty, it will provide such quarters with the following items in serviceable condition, and to the extent physical space reasonably allows:

- a. Table and chairs for meals.
- b. Kitchen equipment to include a countertop, sink, stove, oven, microwave oven, refrigerator with freezer, coffee pot, silverware, assorted necessary kitchen utensils, dishes, pots and pans.
- c. Two separate sleeping quarters, each to include a bed, including frame and mattress, and, where space allows, night stand, lighting, and electrical outlets.
- d. Bathroom facilities with a toilet, toilet paper, shower, shower curtain, sink and locking door for privacy.
- e. TV with appropriate Blue Ray DVD Player with appropriate wall mount or table stand. The Company will provide at a minimum satellite, cable or antenna sufficient to receive "on the air" programming, but may provide additional amenities, in its reasonable discretion, including but not limited to internet access.
- f. Couches and/or easy chairs sufficient for the number of employees assigned to that station.

- g. Smoke and carbon monoxide detectors.
- h. Shoreline for ambulance.
- i. Adequate climate control.
- j. Equipment for cleaning the quarters to include mop and broom, dustpan, plunger, mop bucket and garbage can.

This list is not intended to limit the employer from offering better living conditions than those outlined.

The employer agrees to abide by all local, state or federal regulations in regards to living quarters.

The Joint Labor Management Committee will work to resolve issues involving living quarters. Disputes over living quarters that cannot be resolved by the committee will be subject to the grievance procedure.

Equipment and/or facilities provided by Employer under this Article 33, shall be in serviceable condition and shall be repaired or replaced by Employer, only under conditions of normal wear and tear. Employees shall use such equipment & facilities only for their intended use and shall not remove such equipment from the workplace.

#### **ARTICLE 34 - FITNESS ACCOMODATION**

The parties recognize the importance of physical fitness. Therefore, in an effort to encourage the physical well-being of its employees, the Company will allow employees to bring fitness equipment to their work location, as long as it does not interfere with the employer's operations. The employer reserves the right to reasonably determine what equipment is appropriate and preapproval of such equipment is required.

#### **ARTICLE 35- CHANGE OF WORK SCHEDULE NOTIFICATION**

The Employer agrees to provide seven (7) calendar days' notice to employees should there be a change to their work schedules.

#### **ARTICLE 36 - NON-ASSIGNMENT OF WORK**

For purposes of this paragraph, "assign, assignment or reassign" means the delegation of bargaining unit work to entities or individuals not covered by this Agreement. Except in the event of "Acts of God, the employer may not assign the current work of the bargaining unit, unless and until it has provided all bargaining unit employees an opportunity to accept such work. Such assignment shall not last longer than fifteen (15) days. The Employer may not reassign work for the purpose of avoiding overtime. The Employer may not reassign any work, if any employee who normally performs such work is on layoff.

#### **ARTICLE 37 - WORK PRESERVATION**

It is the intent of the parties to preserve the work and job opportunities of all employees covered by this Agreement to the extent reasonable and practicable.

#### **ARTICLE 38 - NO STRIKES OR LOCKOUTS**

The Employer and the Union recognize that because of the community services rendered by the Employer and because of the humanitarian reasons, there will be no strikes, slow-downs, lockouts, or work stoppages at any time during the term of this Agreement.



## **ARTICLE 39 - SUCCESSORS & ASSIGNS**

This Agreement shall be binding on both parties, their successors and assigns. In the event of a sale or transfer of business of the Employer or any part thereof, the purchaser or transferee shall be bound by this Agreement. The Employer agrees to notify the Union within thirty (30) days prior to the sale or transfer of the Employer's business.

## **ARTICLE 40 - NON DISCRIMINATION**

The Company and the Union agree that to the extent required by various applicable federal, state and local statutes, there shall be no discrimination against any employee with respect to wages, hours of work or other terms and conditions of employment because of race, color creed, religion, gender, age, national origin, marital status, sexual orientation, Vietnam era veterans, veterans of wars in Iraq and Afghanistan, or disabled veterans. The Company and the Union further agree to comply with the requirements of the Americans with Disabilities Act and the Family Medical Leave Act.

Violations of this Article are not subject to the grievance procedures. Nothing in this contract shall restrict any bargaining unit employee from pursuing their rights under state and federal laws with the appropriate administrative agency or court as permitted under law.

## **ARTICLE 41- LEGAL COMPLIANCE**

The parties assume hereto that each provision of this contract is in conformity with all applicable laws of the United States and of the State of Utah. Should it later be determined that it would be a violation of any legally effective Governmental or State Order or Statute to comply with any provision or provisions of this Agreement, the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such Governmental or State Order or statute so long as they shall remain legally effective. This article shall not affect other provisions of this Agreement determined to be in compliance.

## **ARTICLE 42 – MOONLIGHTING**

All employees covered by this agreement who begin working for (i.e., receive any compensation from) any other employer following ratification of this agreement, shall notify Gold Cross Ambulance, in writing, of any such employment. Full-time employees shall at all times consider their employment at Gold Cross Ambulance as their primary employment. Employees shall not engage in other employment that conflicts with their employment at Gold Cross. Violation of this section may subject an employee to progressive discipline up to and including discharge. Notwithstanding the foregoing, no current employee shall also be employed by a direct competitor of the Company, who is seeking to acquire an ambulance license in the service areas of the Company.

## **ARTICLE 43-LEAVE OF ABSENCE**

Employees who have been employed by the Employer for at least one (1) year may request an unpaid leave of absence. Employees desiring a leave of absence from employment shall secure written permission from both the Union and the Employer. The request for leave of absence shall be made in writing at least thirty (30) days before the day on which the leave is sought to commence. If the leave is not foreseeable, the employee shall submit the written request as soon as possible and shall include an explanation why the leave was not foreseeable. The maximum leave of absence shall be for sixty (60) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful full-time employment.

If the employee wishes to continue health insurance coverage he/she may make suitable arrangements for the continuation of health and welfare payments. The employee may be responsible for the full cost of health insurance during a leave under this section.

A doctor's certification shall be required to support a leave for illness or injury and may require subsequent medical certification if there is a reasonable doubt as to the continuation of the leave.

**Section 1 – USERRA:** Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and retirement contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

The Employer, in its discretion, may make additional payments or award additional benefits to employees on leave for service in the uniformed services in excess of the requirements outlined in the USERRA

Employees on USERRA-approved military leave shall continue to accrue all benefits that were offered to the employee at the time of the requested leave, to be used upon return to active employment. To be eligible for accrued benefits, employees must be (i) employed by Gold Cross for at least six (6) months, (ii) be a member of the uniformed services at time of call-up, and (iii) be called into active duty (other than for training) for a period of service exceeding thirty (30) days pursuant to any provision of law because of a war or national emergency declared by the President of the United States or Congress.

Upon notification from an employee that he/she is taking USERRA qualified military leave, the Employee shall notify the Local Union within five (5) business days.

**Section 2 -FAMILY MEDICAL LEAVE ACT:** All employees who have worked for the Employer for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Eligible employees are entitled up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth of the employee's child, and in order to care for the child during the first year of birth (*maximum 12 weeks; combined 12 weeks if both parents work for the Company*);
2. Adoption of a child by the employee, or placement for foster care of a child with the employee, and in order to care for the child during the first year of placement (*maximum 12 weeks; combined 12 weeks if both parents work for the Company*);
3. To care for a spouse, child, or parent of the employee due to a serious health condition (*maximum 12 weeks*);
4. A serious health condition of the employee (*maximum 12 weeks*);
5. For employees who experience any qualifying exigency arising from their spouse, child or parent being called to covered active military duty (including individuals in the Reserves, National Guard, and Regular Armed Forces), or notified of an impending call or order to active duty, in support of a contingency operation (Maximum 12 weeks; contact Human Resources for information regarding events that are considered a "qualifying exigency" and the corresponding maximum amount of leave that is provided.); or
6. To provide care to a spouse, child, parent or next of kin who (1) is a Military Service Member (including individuals in the Reserves, National Guard, and Regular Armed Forces) who incurred or aggravated a serious injury or illness in the line of active duty for which the Service Member is undergoing medical treatment, recuperation, or therapy, in outpatient status, or on the temporary disability retired list; or (2) is a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred or aggravated in the line of active duty (maximum 26 weeks; contact Human Resources for information as to what qualifies as a "serious injury or illness.").



## **Seniority Rights**

The employee's seniority rights shall continue as if the employee had not taken leave under this section, and the Employer will maintain health insurance coverage during the period of the leave.

## **Leave Year**

The "leave year" for purposes of calculating leave entitlement is a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. Leave may be taken for time periods of 12 (or in some circumstances 26) consecutive weeks or less, or may be taken intermittently or on a reduced work schedule when medically necessary due to the employee's or family member's serious health condition. If intermittent or reduced schedule leave is permitted, the employee may be required to temporarily transfer to an alternative position. Intermittent and reduced schedule leave is not permitted when leave is taken following the birth, adoption, or placement for foster care of a healthy child.

For employees who have been employed for less than one year or who worked less than 1,250 hours in the year preceding the beginning date of requested leave or who are otherwise ineligible for leave under this policy, the granting of a leave of absence and the conditions under which a leave of absence may be granted, including the amount of leave, will be determined on a case-by-case basis at the sole discretion of the Employer.

## **Leave Request Procedure**

An employee requiring leave must submit a written request to the Human Resources Department stating the reason for the leave and the expected beginning and ending date of the leave. Leave request forms are available upon request from the Human Resources Department. When the need for leave is foreseeable, such as an expected birth or adoption or for planned medical treatment, the employee must request leave at least thirty (30) days before the leave period is expected to begin. However, when such advance notice is not possible, a leave request shall be submitted as soon as practicable (i.e., within 1 or 2 business days of learning of the need for leave) before the beginning of the leave. In the event of a medical emergency, leave may be requested orally as soon as reasonably possible by either the employee or a responsible family member if the employee is unable to make the request, provided that the employee submits a written leave of absence request as soon as he or she is able. A failure to provide adequate notice may result in the delay or denial of leave or denial of the employee's continuation of leave.

When leave is anticipated for the purposes of medical treatment, the employee should consult with their supervisor and make a reasonable effort to schedule the leave, including intermittent or reduced-schedule leave, so as not to unduly disrupt normal business operations.

The Employer reserves the right to retroactively designate leave and appropriately designate leave as FMLA leave qualifying, even if the employee does not request it.

## **Certification**

The Employer may require the employee to provide certification for leave due to a serious health condition of the employee, serious health condition of a family member, leave because of a qualifying exigency, or to care for a covered service member or covered veteran with a serious injury or illness. The Company also reserves the right to require medical recertification from time-to-time during the leave period, and further reserves the right to obtain a second and third medical opinion with respect to any medical certification provided on behalf of an employee or family member. The necessary certification forms will be provided upon receipt of the employee's leave request. A failure to complete an I submit a medical certification form within 15 days of your leave request may result in the delay or denial of the leave or denial of the continuation of the leave.

If the Employer finds a certification to be incomplete or insufficient, it will notify the employee in writing what additional information is necessary to make the certification complete and sufficient. Human Resources may contact the health care provider for purposes of clarification of the medical certification (whether initial or recertification) after the employee has been given time to cure any deficiencies.

While the employee is on FMLA leave, he or she may be required to furnish the Employer with periodic reports regarding his or her leave. If the circumstances of the employee's leave change, and the employee is able to return to work earlier than the original date submitted, the employee will be required to notify Human Resources as soon as practicable.

When returning to work following his or her own serious health condition, the employee may be required to present a fitness-for-duty certificate prior to being restored to employment. Any accommodations that are being requested or restrictions that may apply must be listed on the release certificate. If a release is required but not received, the employee's return to work may be delayed until certification is provided.

A failure to provide any of the required notices or certifications may result in the delay or denial of leave or denial of the employee's continuation of leave.

### **Pay Status**

FMLA provides eligible employees with up to 12 (and in some circumstances 26) workweeks of unpaid leave. If an employee has accrued paid leave (i.e., vacation, personal leave), the employee must use all paid leave with the exception of up to forty-eight (48) hours concurrently with FMLA leave. This does not apply however if FMLA leave is taken simultaneously with a paid or partially paid disability leave or with workers' compensation.

### **Benefits**

During FMLA leave, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. The Employer will make its normal contributions for health insurance premiums for an employee on approved leave at the same rate and in the same manner paid while the employee is present at work. Any portion of insurance premiums that are the employee's responsibility during unpaid leave must be paid on the date payroll premium deductions are normally made. If you fail to timely pay your insurance premiums, the Employer may elect to pay them for you and recover the sums due from you upon your return to work. A failure to make required insurance premium payments while on leave may result in the loss of insurance coverage. The Employer also reserves the right to recover all insurance premium payments made on behalf of an employee during leave in the event the employee fails to return to work following the expiration of his or her leave period unless the failure to return is due to a continuation, recurrence, or onset of the employee's or the employee's family member's serious health condition, or because of other circumstances beyond the employee's control. You will not accrue paid time off during any unpaid family and medical leave.

### **Return from Leave**

An employee returning to work upon the expiration date of his or her leave will be reinstated to the previous position held or to an equivalent position with the same pay and benefits. Upon return from a leave due to the employee's serious health condition, the employee must provide a medical certification that the employee is physically able to resume work prior to being reinstated. If, at any time during a leave, an employee determines that he or she will not return to work upon the expiration of the designated leave period, the supervisor should be advised of that fact in writing as soon as possible. Reinstatement following a leave may be denied (1) if the employee's position is eliminated or a layoff or reduction in force occurs during the leave period, (2) if leave is fraudulently obtained, (3) if the employee fails to return to work after using his or her entitlement during the leave year, or (4) for any other reason permitted by law.



Under some circumstances, an employee who qualifies as a "key employee" may be denied restoration of employment after requesting FMLA leave. A "key employee" is an employee who is salaried and is "among the highest paid ten percent" of all the employees employed within 75 miles of the Employer's worksite. Upon requesting FMLA leave, the Employer will notify the employee of his/her status as a "key employee" if there is any possibility that reinstatement may be denied at the conclusion of the leave.

#### **Additional Information**

The Employer reserves the right to designate leave in accordance with applicable local, state and federal laws. For further information or clarification about FMLA leave, please contact the Human Resources Department.

The provisions of this section are in response to the Federal Act and shall not supersede any state or local law, which provides for greater employee rights.

The parties agree that any amendment or modification to FMLA will be recognized and will supersede any conflicting language in this agreement.

#### **Other Types of Leave**

Other unpaid leaves may be approved by the Employer in its sole reasonable discretion.

### **ARTICLE 44 – CONFIDENTIALITY**

Employees understand and agree that they may be, or have been given, access to non-public, confidential information of the Employer including but not limited to handbooks, policies and procedures, training materials, financial data, business plans, and/or patient information. Employee agrees to treat such information as confidential, to be used only in connection with employee's work on behalf of Employer, and further agrees that such information shall not be shared with any individual or entity outside of the Employer, except with the Union as necessary, or as otherwise required by law.

### **ARTICLE 45 - POLICIES AND PROCEDURES OTHERWISE APPLY**

The Employer and Employees agree that the Employer's written policies and procedures, as revised from time to time, shall govern the employment relationship unless otherwise specifically addressed herein.

### **ARTICLE 46 – WAGES**

**Each employee covered by the terms of this agreement, shall receive the following wage increases:**

Bargaining unit employees shall receive modification to their wage rates at the same time and in the same amount as similarly situated non-bargaining unit employees.

**Section 1.** Percentage Wage Increases will occur or be awarded effective at the beginning of the next pay period following employee's anniversary date. Increases on raises for anniversaries which have occurred post May 15<sup>th</sup>, 2018 are retroactive.

**Section 2.** The Company and Union will discuss proposed wage increases in the JLM Committee on an annual basis after Utah state reimbursement rates have been determined, upon reasonable request of either the Company or the Union.

**Section 3.** Wage scale information will be provided within the attached "Wage Scale Addendum", as well as updates provided any time there are additional wage increases.

## **ARTICLE 47 - ON CALL/ PAGER PREMIUM**

A \$1.50 per hour premium will be paid for every hour an employee is in "on-call/pager" status. Each employee shall be required to have at least 36 hours of "on-call/pager" status per calendar month, to the extent it is available, by signing the availability list. Employees signing up for "on-call/pager" status as required will not be penalized for having less than 36 hours, should those hours not be available in any calendar month.

## **ARTICLE 48 - SPECIAL EVENTS**

Employees who are required to work due to a scheduled special event, with less than two (2) weeks' notice, will be paid an additional half (1/2) time premium for all hours worked.

## **ARTICLE 49-SHIFT RATE**

Any 24 hour employee who works extra shifts, outside of their normally assigned shifts (A, B or C), will be paid in addition to their regular overtime rate, a premium equal to an additional 23% of the overtime rate.

## **ARTICLE 50 - LONG DISTANCE TRANSPORTS**

**Section 1.** Employees who perform a long-distance transport in excess of one hundred and fifty (150) miles, will be paid an additional fifty dollars \$50 per trip.

**Section 2.** Employees required to layover will be provided suitable lodging furnished by the employer and shall be reimbursed reasonable cost for meals and incidentals.

**Section 3.** Any LDT requiring an employee to be held over, beyond four (4) hours past their scheduled shift will automatically receive MHO pay for all hours worked beyond the aforementioned (4) hours.

## **ARTICLE 51 – LOSS OF WAGES**

No Employee will suffer a loss of pay, raises, or cut in wages as a result of this Collective Bargaining Agreement.

## **ARTICLE 52 – DUES CHECKOFF**

The Employer agrees to deduct from the pay of employees covered by this Agreement, dues, initiations fees and/or uniform assessments of the Local Union pursuant to the following: (1) The Company shall make such deductions only from the pay of such employees that have furnished the Company with written authorization to make such deductions ("Authorizing Employee"), and only to the extent of such authorization; (2) The Local Union and/or the Authorizing Employee shall furnish or cause to be furnished to the Employer such written authorizations, and such authorizations shall be in compliance with any and all applicable federal and state laws; (3) Such written authorizations shall first take effect on the next regularly scheduled pay day of Employer that is no less than two weeks after receipt of such written authorization by the Employer; (4) Such written authorizations shall remain in force until such time, if any, they are revoked by the Authorizing Employee in writing, or such Authorizing Employee's employment with Employer shall cease; (5) On a monthly basis, on the first day of each month (or the next business day if such day falls on a weekend or holiday), the Union shall furnish to the Employer a statement showing the names of all employees who have authorized deductions, the date of such authorization, and the amount that is to be deducted per paycheck; (6) On a monthly basis, on the last day of each month, the Employer shall remit to the Union the funds deducted pursuant to this provision, and such payment shall be deemed timely if mailed to the Union postmarked, or electronic funds transfer is initiated, as of the date indicated above (or the next business day if such day falls on a weekend or holiday); (7) Employer's obligation to deduct and remit funds from employees so authorizing shall extend only to the extent that such employee is due pay by Employer, and only to the extent of such pay. In the event that no pay is due for a particular pay period, then there shall be no obligation to deduct or remit any funds under this paragraph, and in such case the outstanding balance shall not accrue or "roll-over," but it shall be up to the Union to collect such outstanding amounts due from the employee for that pay period. In the




event that such employee is due insufficient pay to cover the full authorized deduction, Employer's obligation to deduct and remit funds shall extend only as far as employee's pay then due, and in such case the outstanding balance shall not accrue or "roll-over," but it shall be up to the Union to collect any outstanding amounts due from the employee for that pay period.

**ARTICLE 53 - TERM OF THE AGREEMENT**

The terms of this Agreement shall commence on May 16, 2020, and continue through and including the 15<sup>th</sup> day of May, 2025 and for additional periods of one (1) year thereafter, with the provision that should either party desire to terminate this Agreement or to modify a portion, or any of the terms hereof, it shall notify the other party in writing not less than ninety (90) days prior to the 15<sup>th</sup> day of May, 2025 or the end of any subsequent yearly period, that the party giving such notice desires either to terminate or modify the Agreement at the end of such yearly period or to negotiate such amendments or changes of terms or provisions. During such negotiations, this Agreement shall remain in full force and effect.


**FOR THE EMPLOYER:**

(Gold Cross Services Inc.)

  
\_\_\_\_\_  
Mike Moffitt, President

**FOR THE UNION:**

(Teamsters Local 222)

  
\_\_\_\_\_  
Spencer Hogue, Secretary Treasurer

  
\_\_\_\_\_  
Marty Cowin, President

4/6/21

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**Contract Notes**

# WAGE ADDENDUM

Type	Shift	Tenure	Minimum Rate July 05, 2020	Upon Ratification
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**BASIC EMT / ADVANCED EMT**

Basic EMT	ALL	ALL	\$13.15	\$13.50
Advanced EMT	12 hr	0-1 YR as Advanced	\$13.90	\$14.25
Advanced EMT	12 hr	2nd Year as Advanced	\$14.15	\$14.50
Advanced EMT	12 hr	3rd Year as Advanced	\$14.40	\$14.75
Advanced EMT	12 hr	4th Year as Advanced	\$14.65	\$15.00
Advanced EMT	12 hr	5th Year as Advanced	\$14.90	\$15.25
Advanced EMT	12 hr	6th Year as Advanced	\$15.15	\$15.50
Advanced EMT	12 hr	7th Year as Advanced	\$15.40	\$15.75
Advanced EMT	12 hr	8th Year as Advanced	\$15.65	\$16.00
Advanced EMT	12 hr	9th Year as Advanced	\$15.90	\$16.25
Advanced EMT	12 hr	10th Year as Advanced	\$16.15	\$16.50
Advanced EMT	12 hr	11th Year as Advanced	\$16.40	\$16.75
Advanced EMT	12 hr	12th Year as Advanced	\$16.65	\$17.00
Advanced EMT	12 hr	13th Year as Advanced	\$16.90	\$17.25
Advanced EMT	12 hr	14th Year as Advanced	\$17.15	\$17.50
Advanced EMT	12 hr	15th (+) Yrs / Annual Increase	(+) \$0.25	(+) \$0.25

Type	Shift	Tenure	Minimum Rate July 05, 2020	Upon Ratification
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**WAGE SCALE  
PARAMEDIC**

PARAMEDIC	12 hr	0-12 Mo	\$17.90	\$17.90
PAR	12 hr	1	\$18.90	\$19.25
PAR	12 hr	2	\$19.25	\$19.60
PAR	12 hr	3	\$19.60	\$19.95
PAR	12 hr	4	\$19.95	\$20.30
PAR	12 hr	5	\$20.30	\$20.65
PAR	12 hr	6	\$20.65	\$21.00
PAR	12 hr	7	\$21.00	\$21.35
PAR	12 hr	8	\$21.35	\$21.70
PAR	12 hr	9	\$21.70	\$22.05
PAR	12 hr	10	\$22.05	\$22.40
PAR	12 hr	11	\$22.40	\$22.75
PAR	12 hr	12	\$22.75	\$23.10
PAR	12 hr	13	\$23.10	\$23.45
PAR	12 hr	14	\$23.45	\$23.80
PAR	12 hr	15+ Annual Increase	(+) \$0.35	(+) \$0.35



**Kelly Schedule:** Any newly introduced units/ambulances assigned to a new location, may be introduced as a “Kelly Schedule” unit. These units if introduced, may be paid at the twenty-four (24) hour rate. This applies to new units domiciled at a new location. The Company will provide notification to the Business Agent at Local 222, prior to the implementation of a new Kelly unit.

## Kelly Schedule Rates

<u>Type</u>	<u>Shift</u>	<u>Tenure</u>	<u>Wage Scale July 05, 2020</u>	<u>Upon Ratification</u>
Basic EMT	24 hr	ALL	\$11.15	\$11.50
Advanced EMT	24 hr	0-1 YR	\$11.75	\$12.10
Advanced EMT	24 hr	2nd Year as Advanced	\$11.95	\$12.30
Advanced EMT	24 hr	3rd Year as Advanced	\$12.15	\$12.50
Advanced EMT	24 hr	4th Year as Advanced	\$12.35	\$12.70
Advanced EMT	24 hr	5th Year as Advanced	\$12.55	\$12.90
Advanced EMT	24 hr	6th Year as Advanced	\$12.75	\$13.10
Advanced EMT	24 hr	7th Year as Advanced	\$12.95	\$13.30
Advanced EMT	24 hr	8th Year as Advanced	\$13.15	\$13.50
Advanced EMT	24 hr	9th Year as Advanced	\$13.35	\$13.70
Advanced EMT	24 hr	10th Year as Advanced	\$13.55	\$13.90
Advanced EMT	24 hr	11th Year as Advanced	\$13.75	\$14.10
Advanced EMT	24 hr	12th Year as Advanced	\$13.95	\$14.30
Advanced EMT	24 hr	13th Year as Advanced	\$14.15	\$14.50
Advanced EMT	24 hr	14th Year as Advanced	\$14.35	\$14.70
Advanced EMT	24 hr	15th Yrs. (+) / Annual Increase	(+) \$0.20	(+) \$0.20

<u>Type</u>	<u>Shift</u>	<u>Tenure</u>	<u>Wage Scale July 05, 2020</u>	<u>Upon Ratification</u>
PARAMEDIC	24hr	0-12 Mo	\$15.10	\$15.10
PAR	24hr	1	\$15.85	\$16.20
PAR	24 hr	2	\$16.15	\$16.50
PAR	24 hr	3	\$16.40	\$16.80
PAR	24 hr	4	\$16.65	\$17.10
PAR	24 hr	5	\$16.90	\$17.40
PAR	24hr	6	\$17.20	\$17.70
PAR	24 hr	7	\$17.50	\$18.00
PAR	24 hr	8	\$17.75	\$18.30
PAR	24 hr	9	\$18.05	\$18.60
PAR	24 hr	10	\$18.35	\$18.90
PAR	24 hr	11	\$18.65	\$19.20
PAR	24hr	12	\$18.95	\$19.50
PAR	24hr	13	\$19.25	\$19.80
PAR	24hr	14	\$19.55	\$20.10
PAR	24hr	15th Yrs. (+) / Annual Increase	(+) \$0.25	(+) \$0.30

