

# **F-M Ambulance Services, INC.**

## **Contract**

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**Effective**

**04/15/2025 - 04/14/2028**

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**United Food and Commercial Workers Union Local 1189**

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This Agreement is entered into and is effective on **the 15th day of April 2025**, by and between F-M Ambulance Service, Inc. and Sanford Health, doing business as Sanford Ambulance, hereinafter referred to as the Company, and the United Food and Commercial Workers Union, Local No. 1189, chartered by the United Food and Commercial Workers International Union, and hereinafter referred to as the Union.

## **ARTICLE 1. RECOGNITION**

The Company recognizes the Union as the sole and exclusive collective bargaining representative for all full time and part time paramedics, EMTs, EMS dispatchers, special transportation drivers, community paramedics, Non-Emergency Ambulance Transport Team (NEAT) and EMS educators employed by the Company at its Fargo, North Dakota, and Moorhead, Minnesota, facilities, but excluding all other office clerical employees, managers, professional employees, confidential employees, PRN employees, guards, and supervisors as defined in the National Labor Relations Act, and all other employees.

## **ARTICLE 2. MANAGEMENT RIGHTS**

Rights not expressly granted to the Union or employees hereunder are reserved to the Company. Except as restricted by this Agreement, the management of the business and the direction of the working forces are vested exclusively in the Company, including, but not limited to, the right to hire, discipline or discharge for cause, to promote or demote, to lay off, transfer, establish reasonable rules covering employee conduct, and determine the hourly and daily schedules of employment. The Company shall be the judge of all matters pertaining to the conduct of its business including, but not limited to, the methods and means of doing business, the tools and equipment to be used, the quality and quantity of production, the customers to be served, the assignment of work and the extent its facilities will be used. The Company shall have the absolute right as to all or any part of the work performed by the bargaining unit to subcontract, to discontinue operations, and to transfer operations to any new or existing location.

## **ARTICLE 3. FULL-TIME AND PART-TIME EMPLOYEES**

Upon the effective date of this collective bargaining agreement, a full-time employee is defined as an employee working sixty+ (60+) regularly scheduled hours per pay period. A part-time employee is defined as an employee working forty to sixty (40-60) regularly scheduled hours per pay period. Part-time employees hired previous to August 1, 2024 shall be grandfathered to maintain their ability to work an FTE of less than 0.5. If at any time such grandfathered employees voluntarily increase their FTE to 0.5 or above, they will thereafter forfeit their grandfathered status. All other employees shall be defined as PRN employees. PRNs shall not be covered by this collective bargaining agreement nor be entitled to any benefits under this Agreement. Upon changing status from full-time to PRN status, an employee shall immediately lose benefit eligibility.

## **ARTICLE 4. SENIORITY**

Seniority shall be defined as the employee's continuous length of service from their most recent date of hire in an F-M Ambulance position covered under this contract. The first six (6) months of employment of a full-time or part-time employee shall be deemed a probationary period during which the employee shall not be entitled to any of the benefits of this Agreement, other than PTO accrual and the management provided uniform as set out under Article 17, Uniform, and may be terminated by the Company for any reason without recourse to the grievance procedure. The probationary period may be extended for an additional six (6) months by the mutual agreement of the Company and the Union. When qualifications between employees are substantially equal, seniority shall govern in the selection of employees for promotions, layoffs and recalls. The Company may promote or retain a less senior employee due to that employee's special training, skills, or relevant experience necessary to provide the best patient care and service to the Company or delay transfer to another department due to the needs of that employee's current department. If the classification being transferred to has a higher wage rate than the wage rate in the

classification the employee is transferring from, and the delay exceeds four (4) calendar weeks from the date the offer is accepted, the employee shall begin being compensated at the new higher wage rate. Seniority shall be broken by any of the following: (a) quit; (b) discharge for cause; (c) failure to return to employment after layoff or leave of absence; (d) layoff for six (6) months; or (e) failure to report to work without notice and without satisfactory excuse.

If employees are hired on the same day, their respective seniority will be determined by utilizing in descending order the following:

- (i) highest level of certification;
- (ii) highest pre- employment test score;
- (iii) timing of acceptance of job.

A bargaining unit employee who accepts and holds a non-bargaining unit position with the Company may be permitted to return to the bargaining unit without loss of seniority for a period of up to one (1) year. The parties agree that such an employee will not be covered by the terms of this Agreement during any period of time while working in a non-bargaining unit position.

#### **ARTICLE 5. HOURS OF WORK**

- a. The general pattern of scheduling for operations shall average approximately eighty-four (84) hours per pay period consisting of twelve (12) hour shifts for full-time employees. The general pattern of scheduling for full-time special transportation drivers and full-time NEAT staff shall average approximately forty (40) hours per week. The general pattern of scheduling for all other full-time employees shall average approximately forty (40) hours per week. Part-time staff will be scheduled in their home department in accordance to their FTE.

Exceptions to these general patterns of scheduling may be made by management based upon business demands, staffing requirements, and employee qualifications.

- b. Absent express supervisory approval, no employee may switch assigned shifts or work additional shifts. In evaluating requests to switch assigned shifts or work additional shifts, management shall consider, among other things, staffing requirements, employee qualifications, employer cost, safety, time constraints, and overall scheduling patterns.
- c. In the event that management decides to exercise its right to change the overall general pattern of scheduling, management agrees to meet with employee representatives of the Union to review, discuss, and seek input regarding the change.

#### **ARTICLE 6. SUPERVISORS**

Supervisors as defined in the National Labor Relations Act shall be excluded from the coverage of this Agreement. Such individuals may do bargaining unit work, provided that by doing so they do not cause the layoff of a bargaining unit employee.

## **ARTICLE 7. DUES CHECK-OFF**

The Company agrees to deduct Union dues and initiation fees and/or reinstatement fees from the wages of the employees in the bargaining unit who provide the Company with a voluntary written authorization to make such deductions. The written authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from employees' wages on a bi-weekly basis. Withheld amounts will be forwarded to the Union, twelve (12) times per year, by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union shall defend, indemnify, and hold the Company harmless from any dispute with an employee concerning deductions made or the enforcement of this dues check-off provision. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Company with a record of such refund.

## **ARTICLE 8. DISCHARGE AND DISCIPLINE**

The Company shall have the right to discipline or discharge employees for just cause. Any employee may request an investigation as to his/her discharge or discipline, which shall be handled in accordance with the grievance procedure.

## **ARTICLE 9. GRIEVANCE AND ARBITRATION**

Should a difference arise between the Company and the Union or employees over the interpretation of or application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made to settle such differences immediately utilizing the following procedure:

- a. The employee affected and his/her supervisor shall attempt to resolve the difference. If the difference is not resolved, the employee may refer it to the senior director.
- b. If the difference is not resolved, a written grievance may be filed. The written grievance must be submitted to the Company in writing within ten (10) calendar days following the occurrence or the grievance shall otherwise be deemed permanently waived.
- c. If a grievance is properly submitted, an authorized representative of the Union and an authorized representative of the Company shall attempt to resolve it.
- d. Failing resolution, either party may request arbitration. The arbitration request must be submitted in writing within thirty (30) days after the original grievance filing. Otherwise, there shall be no obligation of the other party to proceed to arbitration. If an arbitration request is properly submitted, the matter may be referred to a Board of Arbitration, composed of three (3) members, one (1) designated by the Company, one (1) designated by the Union, and the third to be mutually agreed upon by the representatives of the parties. Should the representatives of the Union and the Company fail to agree upon a third party, either party may request a list of five (5) arbitrators who are residents of either North Dakota or Minnesota from the Federal Mediation and Conciliation Service and the neutral arbitrator shall be selected by the cross-off method with the party requesting the arbitration making the first strike. All expenses of the neutral arbitrator shall be shared equally.

The entire matter in controversy shall be referred to the Arbitration Board for disposition. The decision of the Arbitration Board shall be final and binding upon the Union, employee, and Company. However, the Arbitration Board shall not have the power to add to or modify any of the terms or conditions of this Agreement.

At any step in this grievance procedure, the Executive Committee of the Local Union shall have the

final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification with respect to the terms of this Agreement or has been adjusted under the terms of this Agreement to the satisfaction of the Union Executive Committee.

The time limits set forth herein may be extended by mutual written agreement of the parties.

#### **ARTICLE 10. NO STRIKE/NO LOCKOUT**

During the life of this Agreement, there shall be no strike or lockout or concerted interference with operations. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance/arbitration provisions of this Agreement. Participation in any strike, slowdown, sit down or stoppage of work brought about either by action of the Union in violation of this Agreement, or by action of an individual or individual groups without Union authority shall be just cause for dismissal or discipline by the Company of any and all employees participating therein.

#### **ARTICLE 11. WAGES**

- a. The basic minimum salaries by classification and the increments through the years of employment shall be shown on the attached salary charts in Appendix A. A higher rate than the minimum pay rate set forth in Appendix A **shall** be paid based upon experience.
- b. Wage increment movement on the salary range shall be based on calendar years of employment within that same specific bargaining unit position. Increases shall be effective the first full pay period immediately following the anniversary date.

c. Education Coordinators and EMS Educators

Educators will be eligible for the following additional compensation:

- I. Educators holding only certification will be compensated based on year as it correlates to the relevant pay grid.
  - II. Educators who have earned an Associate's degree will be awarded an additional year as it correlates to the relevant pay grid.
  - III. Educators who have earned a Bachelor's degree will be awarded an additional two years as it correlates to the relevant pay grid.
  - IV. Educators who have earned a Master's degree will be awarded an additional four years as it correlates to the relevant pay grid..
- (1) Holidays Educators working in an Educator role are not compensated for administrative recognized holidays; PTO will be deducted for the seven (7) approved holidays, but not to exceed eight (8) hours per holiday.

(2)

Bonus Compensation At the sole discretion of Company, in extra ordinary circumstances, Educators may be eligible for bonus compensation.

Wage Rate in New Position. An employee who is promoted to a new position shall be advanced to the next higher rate of pay or the minimum salary of the class, whichever is greater. An employee transferring to a class with the same pay range shall be moved to the same salary step held in the old class and shall transfer seniority credit for salary progression purposes to the new class.

On the effective date of this collective bargaining agreement, employees who transfer to a class

with a lower salary range shall have their wage rates adjusted to the appropriate salary step in the new position consistent with the employee's years of service in the new job. The company may waive this requirement based upon the needs of the company and move a transferring employee to a salary step commensurate to the employee's salary step in the old class.

- d. Instruction Supplement Subject to management approval, employees who teach revenue producing courses for the Company will receive an eight dollar (\$8.00) instruction supplement to their base wage for the following classes or any newly created revenue producing course. The instruction supplement shall be applicable only to actual classroom instruction time. Education department employees shall not be eligible for the instruction supplement.

EMT - Paramedic  
EMT - Paramedic Refresher  
EMT - Intermediate  
EMT - Intermediate Refresher  
EMT- Basic  
EMT - Basic Refresher  
First Responder  
First Responder - Refresher  
ACLS/ACLS Refresher  
PALSIPALS Refresher  
EVDT & Refresher  
PHTLS & Refresher

- e. Overtime at the rate of one and one-half (1-1/2) times the respective straight- time hourly rate shall be paid for all time worked in excess of forty (40) hours in any one (1) week.
- f. Charge Pay A paramedic in Operations, an EMT in NEAT, a Dispatcher in the Dispatch Center, or a Driver in Ready Wheels designated by management to be acting in an authorized charge capacity on any shift of work shall be paid an additional one dollar and fifty cents (\$1.50) per hour for each full hour so designated and worked in that capacity.
- g. Pager Pay. All employees shall receive two dollars and twenty-five cents (\$2.25) per hour when on pager duty. Employees on pager duty who are called to work shall be paid at their regular pay in addition to the pager pay for all hours worked, with a minimum of one (1) hour pay. No reporting bonus shall be paid.

All Page Pay All page pay is for those employees who actually report to their designated reporting station and clock-in within a reasonable time period, not to exceed thirty (30) minutes. All page callback shall be paid at regular pay, with a minimum of two (2) hours' pay per call back. If an employee works more than one (1) hour following an all page callback, the employee shall be paid his/her regular pay for the hours worked plus a one (1) hour reporting bonus.

- h. Holiday Premium Employees shall be compensated at a rate of time and one-half ( $T\frac{1}{2}$ ) for all hours worked on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Crew Lead I Recognition Payment. Employees who maintain status as a Crew Leader 1 will receive a \$0.35/hour premium on all hours worked as a Crew Leader 1 in a patient care capacity. Employees working in a position other than their home department will be paid based on years of experience in the higher of the two pay grids. Non-education employees working an education shift will receive their home pay plus the applicable incentive(s).
- i. Employees working past their scheduled shift by at least 1 hour shall be paid a 50% premium for hours worked beyond their scheduled shift.

- j. TEMS Employees who respond to a TEMS call out will be paid for the duration of the call out at an additional 50% of their base rate of pay.
- k. All Employees
  - (1) Staff seeking education through Sanford Health EMS Education to become paramedics are eligible for the reimbursement of tuition, fees and book expenses if the following criteria are met:
    - i. One (1) year of uninterrupted, full-time employment in a bargaining unit position
    - ii. The employee shall agree to work no less than 2 years with F-M Ambulance in a paramedic role following completion of the field training and orientation process.
    - iii. Maintain a grade point average between 2.75 and 4.0 in all courses
    - iv. Maintain no less than part-time employment within Sanford while attending the paramedic program
  - (2) Employees shall inform management of their intent of pursuing reimbursement prior to the start of the first semester.
  - (3) Reimbursement requests shall be submitted, reviewed and paid at the end of each semester.
  - (4) If an employee fails to complete the paramedic program, the field training and orientation process, or maintain full-time employment as agreed; the employee shall be obligated to immediately repay a pro-rated portion of the financial assistance. For example, if employee's employment is terminated or decreased in FTE midway through their three-year commitment with F-M Ambulance, the employee must repay half of their financial assistance. This financial assistance benefit is not stackable with other education assistance benefits.
  - l. Temporary Incentives: The parties recognize that the Company may need to implement new monetary incentives and/or increase existing incentives on a temporary or emergency basis in order to ensure appropriate staffing levels. Upon advanced written notice to the Union, the Company may implement new incentives. At any time during their effective period, the Union may request to negotiate regarding the ongoing terms and conditions of such incentive programs.

Typically, incentive pay will only be paid if all scheduled shifts/hours are worked in the pay period. Absences which would not incur an occurrence per policy will be considered excused for the purpose of this section.

## **ARTICLE 12. OPEN WORK**

- (1) Scheduled Open Work: Management shall compose the schedule in the preceding month prior to the work. The Scheduled Open Work will be defined as any open shift in the schedule after the schedule has been published for view. Both parties agree to follow the process that has been developed to electronically claim the Scheduled Open Work. Shifts shall first be awarded to the qualified, full-time employee who electronically claim the shift that does not place the Company into an overtime pay situation, based on seniority within the open works home department. The shift shall then be awarded to Full-time employees outside of the home department, regardless of overtime and based on seniority. If no Full-time employee bids on the shift it shall then be awarded to Part-time employees based on seniority.



- a. Home Departments include: Fargo Moorhead 911 Operations, Non-Emergency Ambulance Transport (NEAT), Dispatch, Education, Ready Wheels, and Special Events.
- b. Open work will be awarded to the qualified Full-time employee based on seniority within the company first. If no Full-time employee bids on the shift, it shall then be biddable for Part-time employees, and awarded based on seniority.
- c. Long Distance Transfers (LTDs): Transfers outside the Fargo/Moorhead area that are paged out do not fall under any specific department and will be awarded to the qualified employee, excluding PRN employees, in a manner to avoid overtime based on seniority within the Company.
- d. Special event shifts designated at a certification level will be assigned to employees designated at that level before being awarded to a higher level.

(2) Open Work: Open work, paged out within 7 calendar days of the shift start time will be eligible for the additional 50% premium when picked up by full-time (at least 0.75 FTE) staff, or eligible part-time staff. Part-time staff must have worked thirty-six (36) hours per week before becoming eligible for the additional premium. In the event of a prolonged absence of a regularly scheduled employee due to illness or injury in which the entire tour needs to be covered, the additional 50% premium may be applied.

(3) Long Distance Transfers (LDTs): Long Distance Transfers (LDTs) are defined as transfers are greater than 60 miles from the Fargo/Moorhead area.

The company will have discretion as to which transfers and/or backfill requests are paged out to off duty staff.

Off-duty staff, as defined as not having any work eight hours before or scheduled work eight hours after the transfer is expected to return, shall be paid double time for the LDT or backfill. "Sleep shifts", as defined by the Company, will not count towards the eight hours used to define as off-duty. Management will provide the union a list of work sites designated as "sleep shifts".

a. Long distance transfers sent with on-duty staff.

When possible, immediate LDTs will be assigned to the appropriate crew that would be expected to return within their scheduled shift.

For immediate LDTs that will result in an ambulance crew working past their scheduled shift, the qualified available crew that will result in the least amount of continuous worked hours will be assigned.

If an LDT transfer is expected to take the crew past 16 hours of continuous work, management will facilitate one of the following with input from the affected crewmembers:

- An arranged hotel stay for eight hours of unpaid rest time, or
- An additional crew member to assist in continuous drive time, or
- The start time of the crewmembers' subsequent shift shall be adjusted so that there is eight hours of off-duty time. The missed hours will be compensated at their regular hourly wage, or
- Any other reasonable accommodation agreed upon by management and the affected crewmembers.
  - If an LDT goes beyond an employee's scheduled shift, the employee will be paid double time for all hours beyond the end of their scheduled shift.

b. The foregoing procedures shall be utilized provided that there are no patient safety or time constraints considerations that prohibit them. In the event that the foregoing process cannot be utilized, among the

response to the situation may be the requirement that existing crew members remain on duty until the issue is resolved.

- (4). Any PTOU/sick call used during that respective pay period will disqualify the individual from the premiums listed in Article 11. Premiums listed in Article 11 are not stackable.
- (5). Employees must have at least 36 scheduled hours of worked time in their home AU or PTO in the respective work week to be eligible for the premiums listed in Article 11.

**ARTICLE 13. PAID TIME OFF**

a. PTO accrual for all employees hired on or before October 27, 2014:

- (1) All full-time and part-time employees covered by this bargaining agreement shall accrue PTO for each hour of service in a pay period beginning on their date of hire. "Compensated hours" as listed in Article 12 b. shall be used to calculate total PTO hours earned. Employees must meet both the designated number of compensated hours and the designated years of tenured service based on anniversary date to move to the next accrual rate. PTO hours are earned as follows based on full-time employment equivalency (80 hours per pay period):

<u>Hours of Service</u>	<u>Years of Tenured Service Based on Anniversary Date</u>	<u>Accrual Rate</u>
0	0	.0885
4,160	2	.1000
10,400	5	.1077
14,560	7	.1154
20,800 plus	10	.1269

- (2) PTO may be utilized by employees for purposes of vacation, sick leave, or any other personal time off. PTO hours shall not be considered hours worked for the purpose of determining eligibility for overtime. The Company will consider employee requests for unpaid time off on a case-by-case basis, when the employee has no PTO in the bank. In addition, the Company PTO pay-out policy will continue for the life of this collective bargaining agreement, unless prohibited by applicable law.
- (3) All full-time and part-time employees covered by the collective bargaining agreement will accrue PTO from his/her Date of Hire as outlined in Article 4 and shall be allowed use of such accrued PTO after one thousand forty (1,040) hours or six (6) months, whichever comes first.
- (4) Scheduling of PTO shall be pursuant to Company policy.
- (5) All accrued PTO shall be paid to employees that for any reason are no longer employed by the Company.
- (6) Maximum balance. Employees are encouraged to use PTO time within one (1) year of the date it is earned. The maximum PTO balance that any employee can carry is three hundred and twenty-four (324) hours.
- (7) If an employee is scheduled more than forty (40) hours per week, the employee may elect to take a minimum of forty (40) hours of PTO during a vacation week.

- b. PTO accrual for all employees hired after October 27, 2014:

Full and part time employees hired by the company after **October 27, 2014**, shall be subject to the terms and conditions of the Sanford Paid Time Off ("PTO") Plan on the same basis as non-contract employees of the Sanford Fargo Region.

**ARTICLE 14: DRUG AND ALCOHOL TESTING POLICY FOR EMPLOYEES OF F-M  
AMBULANCE SERVICE, INC.**

Employees shall be subject to the terms and conditions of the Sanford Ambulance Service 162.0 Drug and Alcohol Testing Policy as revised on 6/6/2023.

**ARTICLE 15. INSURANCE AND 401(K) PLAN**

- a. Health, Dental and Life Insurance Coverage.

UFCW members shall be eligible to participate in group health insurance and dental benefits on the same basis as non-union employees.

- b. 401(k) Plan.

(1) For all employees hired on or before January 1, 2015, the Company will continue to make a contribution of three and one-half percent (3.5%) of the employee's recognized compensation for the plan year for eligible employees. The Company agrees to match fifty percent (50%) of an employee's salary deferrals up to the Company's additional maximum contribution of two percent (2%) of the employee's recognized compensation for the plan year. Employees are subject to all plan regulations and requirements. All employees covered by this Agreement shall be eligible for coverage under the Company's professional liability plan.

(2) All employees hired after January 1, 2015 will be enrolled in the Sanford 401(k) Defined Contribution Plan on the same basis as non-contract employees of Company.

- c. Union members shall be eligible to participate in such voluntary benefits offered by the Company on the same basis as non-contract employees
- d. The Company will discuss and obtain input in the labor management meetings from the Union regarding any major changes in the benefit plans.

## ARTICLE 16. UNIFORM

a. Company will provide necessary clothing and equipment as agreed upon between the parties and on "as needed basis" as determined by Company.

(I) Field Staff. Notwithstanding the above, field staff will be issued the following uniform items:

Item	At Hire	Following Completion of FTO Process	Upon Accepting Full-Time
Uniform Shirt (long or short sleeve)			4
Uniform Pant	1	1	2
Pager	1		
Key Card	1		
Protocol Book	1		
F-M Ambulance Coat	1		
Radio Holder	1		
Trauma Shears	1		
Curved Forceps	1		
Straight Forceps	1		
Pen Light	1		
Safety Glasses	1		
Critical Care Field Guide		1	
Duty Belt		1	
Winter Hat	(if Winter)	1	
Winter gloves		1	
Baseball Cap		1	
Fleece		1	
<b>Quarter Zip or Shell Jacket</b>		1	
Name Tag		1	
Serving Since		1	
Boots/shoes/body armor		*1 pair	
Special Events T-shirt		1	

\*Employee can request and Company will provide a **\$350** allotment for one pair of boots/shoes/body armor, however, the **\$350** allotment is for a two-year time period

(2) Full-time Education and Dispatch staff shall be issued the following upon hire:

Items	Dispatch	Education
Uniform Shirt	4	n/a
Uniform Pant	4	n/a
Approved Logo Shirt	n/a	5
Pager	1	1
Key Card	1	1
Boots	1	n/a
Belt	1	n/a
Quarter Zip Pullover Shirt	1	n/a
Nametag	1	n/a
Special Events Shirt	1	n/a

(3) **NEAT Staff**

**Full-time Non-Emergency Ambulance Transport**

Item	At Hire	Following Completion of FTO Process	Upon Accepting Full-Time
<b>Uniform Polo</b>			<b>4</b>
<b>Uniform Pant</b>			<b>2</b>
<b>Pager</b>	<b>1</b>		
<b>Key Card</b>	<b>1</b>		
<b>Protocol Book</b>	<b>1</b>		
<b>F-M Ambulance Coat</b>	<b>1</b>		
<b>Safety Glasses</b>		<b>1</b>	
<b>Duty Belt</b>		<b>1</b>	
<b>Winter Hat</b>	<b>(if Winter)</b>	<b>1</b>	
<b>Baseball Cap</b>		<b>1</b>	
<b>Fleece</b>		<b>1</b>	
<b>Boots/shoes/body armor</b>		<b>*1 pair</b>	

b. Replacement Items:

- (1) Item to be replaced may be requested by management of the appropriate department for approval. If approved, replacements or a voucher for replacement will be issued.
- (2) Maximum yearly allowance for uniform boots/shoes/body armor is \$350 every two years if the Employee so requests.

c. Additional Items:

- (3) Additional, non-essential items may be distributed by the Company as available.

d. Responsibility:

- (1) The Employee is responsible for all items issued to them.
- (2) All items must be returned upon resignation/termination.
- (3) The Employee may be charged replacement costs of items not returned. This will be deducted from the final payout.
- (4) Any lost/damaged items must be reported to management of the appropriate department as soon as practical.
- (5) If an Employee declines an item, it will be recorded as such and the Employee will not be responsible for the item at the end of employment

### ARTICLE 17. LEAVE OF ABSENCE

Union members shall be eligible to participate in the Sanford Short-Term Disability, Long-Term Disability, and Compassionate leave plans on the same basis as non-union employees.

### ARTICLE 18. MISCELLANEOUS

- a. Meetings. At the request of the Union, the Company agrees to meet with a duly authorized representative of the Union at reasonable times and at reasonable places for the purpose of ascertaining and discussing whether or not this Agreement is being observed. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of the Company's business.
- b. Names and Addresses. The Company agrees to furnish to the Union once each calendar quarter an updated list of the names and addresses of all employees who are covered by this Agreement.
- c. Bulletin Board. The Company shall provide a conspicuous designated space for a reasonable sized Union bulletin board on which the Union may post notices pertaining to Union business.
- d. Mileage Reimbursement. For Company business purposes, an employee who is required on a supervisory pre-approved basis to use his/her personal vehicle in the course of his/her employment on behalf of the Company shall be reimbursed at the IRS authorized rate then in effect.
- e. Residence. Provided employees are able to meet response time or pager duty requirements, the Company agrees to place no restrictions on where employees reside.
- f. Job Posting. If a bargaining unit job becomes vacant, the Company shall electronically post a notice for a period of at least five (5) calendar days, always ending at a time and on a day mutually agreed to by the Company and the Union before permanently filling the positions. Any bargaining unit member that is interested in a change of positions as a result of the initial vacant position and any other resulting openings created by filling the position must indicate their interest within the initial posting period. Temporary openings cannot be filled by full-time employees.
- g. Educational Conferences. Contingent upon prior supervisory approval and availability of funds, tuition, fees, and mileage associated with approved conferences will be reimbursed. Additional conference expenses may be paid at management's discretion. Approved conference fees and related expenses will only be paid following receipt of documentation of attendance.

1. Union Access to New Employees

FM Ambulance shall provide the union with access to meet with newly hired employees in jobs described in the recognition clause at a mutually agreeable time within thirty days after the employee's start date, per the following terms:

1. The union representative's time **in** this meeting is not considered work time and is unpaid.
2. The meeting may not exceed fifteen minutes.
3. The meeting cannot interfere with scheduled work time.

**ARTICLE 19. COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement each unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 20. SEPARABILITY**

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with a federal or state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

The Company and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

**ARTICLE 21. FIELD TRAINING OFFICER (FTO) /  
COMMUNICATIONS TRAINING OFFICER (CTO)**

**FTO/CTO DEFINITION:**

A Field Training Officer (FTO) or Communications Training Officer shift is defined as time spent in actual on the job training of other employees. FTO/CTO incentive is not intended for classroom or laboratory instruction or testing.

**ADHERENCE TO REQUIREMENTS:**

In order for an employee to be eligible to receive the FTO incentive he/she must adhere to all of the requirements of the established guidelines.

**SELECTION PROCESS:**

It shall be at the sole discretion of the Company to assign or remove an individual as a Field Training Officer. The Company agrees to provide the Union with the criteria, which it uses for selection or removal of an FTO. The Company reserves the right to assign new hires to an FTO as it desires. Provided it can be done logistically, the Company will make an effort to assign FTO's in a process that facilitates equal opportunity

for all FTO's to have opportunity to do the assignment. The Company has the right to reassign an individual as an FTO during any portion of a new candidate's training.

COMPENSATION:

<u>New EMT, Dispatch, Dispatcher Cross Training, Promotional Field Staff, Subject Matter Expert, EVDT, Ready Wheels or Paramedic Training</u>	<u>\$3.00/hour</u>
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ADDITIONAL CONSIDERATIONS:

The **FTO/CTO** incentive will not be paid for any other position within the company. The Company has the light to utilize supervisors for any and all portions of the **FTO/CTO** process as desired.

The Company reserves the right to modify this agreement as it sees fit. The Company agrees to discuss, in advance, changes to this agreement.

Dispatcher training is intended to be used for new dispatchers. Cross training is referred to as a crewmember being trained in to cover as a part time dispatcher.

**ARTICLE 22. COMMUNITY PARAMEDIC**

**COMMUNITY PARAMEDICS: Community Paramedics shall be those employees who have completed a community paramedic training program and are eligible for state licensure**

- a. F-M Ambulance reserves the right to select qualified candidates consistent with Article 5. Once a candidate is selected, seniority rights are applied for future work within the Community Paramedic classification
- b. The pattern of scheduling will be at the discretion of F-M Ambulance but will generally be times that patients typically make appointments. This is most commonly during daytime hours on weekdays. Changes to the pattern of scheduling shall be a subject of discussion in LMC.

F-M Ambulance will provide all the equipment necessary to complete the essential functions of the position such as medical supplies and equipment, vehicles, uniforms, computers and workspaces within a Sanford Health facility.

Community Paramedics are eligible for work outside the Community Paramedic role within F-M Ambulance as approved in advance by the Company.

**ARTICLE 23. LABOR MANAGEMENT COMMITTEE**

Labor Management meetings shall be scheduled quarterly or when mutually agreed upon by both the Union and the Employer. The services of the Federal Mediation and Conciliation Services shall be used to initially train participants and provide guideline for such Labor Management Committees.

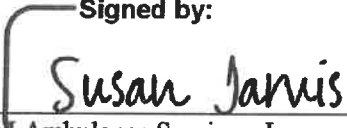


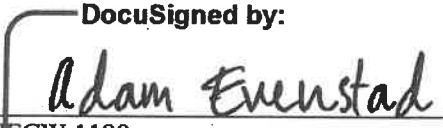
**ARTICLE 24. TERM OF AGREEMENT**

This Agreement shall be in effect from **April 15, 2025 to April 14, 2028** and from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the annual expiration date of its intention to change, modify, or terminate this Agreement.

Dated: 1/20/2025  
FM Ambulance Service Inc.

Dated: 1/17/2025  
United Food and Commercial Workers Union, Local  
No. 1189, Chartered by The United Food and  
Commercial Workers International Union

Signed by:  
  
\_\_\_\_\_  
F-M Ambulance Services, Inc.  
490E2726ACA74DB...  
Susan Jarvis

DocuSigned by:  
  
\_\_\_\_\_  
UFCW 1189  
4B02233761324F0...  
Adam Evenstad

## Appendix A: Wage Tables

**Rates Effective Pay Period of January 1, 2025**

Step #	Step Year	Advanced EMT	Dispatcher	EMS Education Coordinator	EMS Educator	EMT (Basic)	Paramedic	Spec Trans Driver
01	Start	\$17.64	\$22.68	\$33.62	\$29.16	\$18.44	\$27.16	\$18.44
02	1 Year	\$18.20	\$23.11	\$34.50	\$29.75	\$18.83	\$27.69	\$18.83
03	2 Year	\$18.56	\$23.58	\$35.20	\$30.36	\$19.20	\$28.26	\$19.20
04	3 Year	\$18.94	\$24.05	\$35.90	\$30.97	\$19.58	\$28.81	\$19.58
05	4 Year	\$19.31	\$24.52	\$36.61	\$31.58	\$19.98	\$29.39	\$19.98
06	5 Year	\$19.69	\$25.26	\$37.71	\$32.53	\$20.58	\$30.27	\$20.58
07	6 Year	\$20.49	\$26.02	\$38.84	\$33.51	\$21.20	\$31.18	\$21.20
08	8 Year	\$21.10	\$26.80	\$40.01	\$34.52	\$21.84	\$32.12	\$21.84
09	10 Year	\$21.73	\$27.60	\$41.21	\$35.56	\$22.50	\$33.08	\$22.50
10	12 Year	\$22.38	\$28.43	\$42.45	\$36.63	\$23.18	\$34.07	\$23.18
11	14 Year	\$23.05	\$29.28	\$43.72	\$37.73	\$23.88	\$35.09	\$23.88
12	16 Year	\$23.74	\$30.16	\$45.03	\$38.86	\$24.60	\$36.14	\$24.60
13	18 Year	\$24.45	\$31.06	\$46.38	\$40.03	\$25.34	\$37.22	\$25.34
14	20 Year	\$25.18	\$31.99	\$47.77	\$41.23	\$26.10	\$38.34	\$26.10
15	22 Year	\$25.94	\$32.95	\$49.20	\$42.47	\$26.88	\$39.49	\$26.88
16	24 Year	\$26.72	\$33.94	\$50.68	\$43.74	\$27.69	\$40.67	\$27.69
17	26 Year	\$27.52	\$34.96	\$52.20	\$45.05	\$28.52	\$41.89	\$28.52
18	28 Year	\$28.35	\$36.01	\$53.77	\$46.40	\$29.38	\$43.15	\$29.38
19	30 Year	\$29.20	\$37.09	\$55.38	\$47.79	\$30.26	\$44.44	\$30.26

**Rates Effective Pay Period of April 15, 2026**

Step #	Step Year	Advanced EMT	Dispatcher	EMS Education Coordinator	EMS Educator	EMT (Basic)	Paramedic	Spec Trans Driver
01	Start	\$18.20	\$23.13	\$34.50	\$29.74	\$18.81	\$27.70	\$18.81
02	1 Year	\$18.56	\$23.57	\$35.19	\$30.35	\$19.21	\$28.24	\$19.21
03	2 Year	\$18.93	\$24.05	\$35.90	\$30.97	\$19.58	\$28.83	\$19.58
04	3 Year	\$19.32	\$24.53	\$36.62	\$31.59	\$19.97	\$29.39	\$19.97
05	4 Year	\$19.70	\$25.01	\$37.34	\$32.21	\$20.38	\$29.98	\$20.38
06	5 Year	\$20.29	\$25.77	\$38.46	\$33.18	\$20.99	\$30.88	\$20.99
07	6 Year	\$20.90	\$26.54	\$39.62	\$34.18	\$21.62	\$31.80	\$21.62
08	8 Year	\$21.52	\$27.34	\$40.81	\$35.21	\$22.28	\$32.76	\$22.28
09	10 Year	\$22.16	\$28.15	\$42.03	\$36.27	\$22.95	\$33.74	\$22.95
10	12 Year	\$22.83	\$29.00	\$43.30	\$37.36	\$23.64	\$34.75	\$23.64
11	14 Year	\$23.51	\$29.87	\$44.59	\$38.48	\$24.36	\$35.79	\$24.36
12	16 Year	\$24.21	\$30.76	\$45.93	\$39.64	\$25.09	\$36.86	\$25.09
13	18 Year	\$24.94	\$31.68	\$47.31	\$40.83	\$25.85	\$37.96	\$25.85
14	20 Year	\$25.68	\$32.63	\$48.73	\$42.05	\$26.62	\$39.11	\$26.62
15	22 Year	\$26.46	\$33.61	\$50.18	\$43.32	\$27.42	\$40.28	\$27.42
16	24 Year	\$27.25	\$34.62	\$51.69	\$44.61	\$28.24	\$41.48	\$28.24
17	26 Year	\$28.07	\$35.66	\$53.24	\$45.95	\$29.09	\$42.73	\$29.09
18	28 Year	\$28.92	\$36.73	\$54.85	\$47.33	\$29.97	\$44.01	\$29.97
19	30 Year	\$29.78	\$37.83	\$56.49	\$48.75	\$30.87	\$45.33	\$30.87

**Rates Effective Pay Period of April 15, 2027**

Step #	Step Year	Advanced EMT	Dispatcher	EMS Education Coordinator	EMS Educator	EMT (Basic)	Paramedic	Spec Trans Driver
01	Start	\$18.75	\$23.82	\$35.54	\$30.63	\$19.37	\$28.53	\$19.37
02	1 Year	\$19.12	\$24.28	\$36.25	\$31.26	\$19.79	\$29.09	\$19.79
03	2 Year	\$19.50	\$24.77	\$36.98	\$31.90	\$20.17	\$29.69	\$20.17
04	3 Year	\$19.90	\$25.27	\$37.72	\$32.54	\$20.57	\$30.27	\$20.57
05	4 Year	\$20.29	\$25.76	\$38.46	\$33.18	\$20.99	\$30.88	\$20.99
06	5 Year	\$20.90	\$26.54	\$39.61	\$34.18	\$21.62	\$31.81	\$21.62
07	6 Year	\$21.53	\$27.34	\$40.81	\$35.21	\$22.27	\$32.75	\$22.27
08	8 Year	\$22.17	\$28.16	\$42.03	\$36.27	\$22.95	\$33.74	\$22.95
09	10 Year	\$22.82	\$28.99	\$43.29	\$37.36	\$23.64	\$34.75	\$23.64
10	12 Year	\$23.51	\$29.87	\$44.60	\$38.48	\$24.35	\$35.79	\$24.35
11	14 Year	\$24.22	\$30.77	\$45.93	\$39.63	\$25.09	\$36.86	\$25.09
12	16 Year	\$24.94	\$31.68	\$47.31	\$40.83	\$25.84	\$37.97	\$25.84
13	18 Year	\$25.69	\$32.63	\$48.73	\$42.05	\$26.63	\$39.10	\$26.63
14	20 Year	\$26.45	\$33.61	\$50.19	\$43.31	\$27.42	\$40.28	\$27.42
15	22 Year	\$27.25	\$34.62	\$51.69	\$44.62	\$28.24	\$41.49	\$28.24
16	24 Year	\$28.07	\$35.66	\$53.24	\$45.95	\$29.09	\$42.72	\$29.09
17	26 Year	\$28.91	\$36.73	\$54.84	\$47.33	\$29.96	\$44.01	\$29.96
18	28 Year	\$29.79	\$37.83	\$56.50	\$48.75	\$30.87	\$45.33	\$30.87
19	30 Year	\$30.67	\$38.96	\$58.18	\$50.21	\$31.80	\$46.69	\$31.80

## LETTER OF UNDERSTANDING

Notwithstanding the language in Article 3 of the collective bargaining agreement, upon the effective date of this collective bargaining agreement, only the hereinafter identified part-time employees (Roger Kotchian, Gus Lutjens, and Justin Rosenfeldt,) shall continue to be defined as follows:

A full-time employee is defined either as an employee working eighty (80) regularly scheduled hours per pay period or an employee working an average of eighty (80) hours per pay period over a three (3) month timeframe. A part-time employee is defined either as an employee working 24-79 regularly scheduled hours per pay period or an employee working an average of 24-79 hours per pay period over a three (3) month timeframe. The determination as to whether an employee is a full-time or part-time employee based upon average hours worked will be determined on a quarterly basis on January I, April I, July I, and October I, respectively. Employees working an average of eighty (80) hours per pay period or 24-79 hours per pay period for the preceding six (6) pay periods will be deemed to be full-time and part-time employees for the next quarter in accordance with this provision. Employees not working those levels of hours will not be covered by the collective bargaining agreement for the succeeding calendar quarter period. In addition, upon changing status from full-time to PRN status, an employee shall immediately lose benefit eligibility.

At such time as one of the foregoing employees receives a permanent full-time position, he or she shall no longer be covered under this Letter of Understanding.

Dated: December 11, 2014

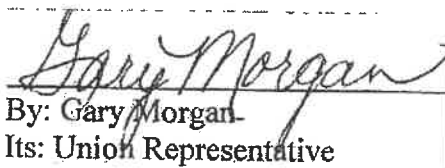
Dated: December 19, 2014.

F-M Ambulance Service, Inc

United Food and Commercial Workers Union, Local  
No. 1189, Chartered by The United Food and  
Commercial Workers International Union



By: Sherm Syverson  
Its: Executive Director



By: Gary Morgan  
Its: Union Representative

**LETTER OF UNDERSTANDING (LOU)**

**Between**

**F-M AMBULANCE SERVICE AND SANFORD HEALTH (SANFORD AMBULANCE)  
Bemidji, MN**

**And**

**THE UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL UNION NO. 1189**

1. Whereas, F-M Ambulance and Sanford Health, doing business as Sanford Ambulance (hereinafter "Employer") and The United Food and Commercial Workers Union, Local Union 1189 (hereinafter "Union") are parties to a collective bargaining agreement, effective April 15, 2021 to April 14, 2025
2. Whereas, the Employer wishes to allow union staff to participate in the Sanford Paramedic Apprenticeship program, without loss of union status or seniority
3. Now therefore, the Employer and the Union agree:
  - a. Effective January 1, 2025,
  - b. F-M Ambulance UFCW members who wish to apply for the Sanford Paramedic Apprenticeship (SPA) program, may do so on the same terms and conditions as non-contract employees, without temporarily vacating their current union roles
  - c. Further, all SPA program hours will count towards the employee's FTE status while enrolled in this program
4. This Letter of Understanding shall not be precedent setting for any pending or future negotiations between the parties.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

*Mollie J. Forstner* 1/14/25  
Signature Date

*[Handwritten Signature]* 1/14/25  
Signature Date