

F-M AMBULANCE SERVICES, INC.

Contract

Effective
11/12/2018 – 04/14/2021



United Food and Commercial Workers Union Local 1189

UFCW Local 1189
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Know Your Rights

Request that your Union Representative be present!

U.S. Supreme Court ruled in 1975 "Weingarten" that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
 - a. They can grant your request and bring in a Union Representative.
 - b. They can discontinue the interview and proceed with the investigation without your participation.
 - c. The Employer can offer you the choice of proceeding without Union representation.

Remember:

What you say can be used against you. Know your rights!
Demand Union representation when you are facing discipline.

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This Agreement is entered into and is effective on the 12th day of November, 2018, by and between F-M Ambulance Service, Inc. and Sanford Health 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 regular part time paramedics, EMTs, dispatchers, special transportation drivers, paramedic educators and EMT 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, part-time reserve list employees, casual 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-four to eighty (64-80) regularly scheduled hours per pay period. A part-time employee is defined as an employee working twenty-four to sixty-three (24-63) regularly scheduled hours per pay period. All other employees shall be defined as casual employees. Casuals 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 casual status, an employee shall immediately lose benefit eligibility.

ARTICLE 4. DATE OF HIRE

The definition of the "Date of Hire" shall be the date on which the employee is first "on the clock" with Sanford Health. Movement within Sanford Health shall not change this "Date of Hire". In the case of resignation or discharge from Sanford Health, with a later return to employment, the "Date of Hire" would start again on the most recent date.

ARTICLE 5. SENIORITY

Seniority shall be defined as the employee's continuous length of service from his/her most recent date of hire with F-M Ambulance. 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. 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 6. HOURS OF WORK

- a. The general pattern of scheduling ambulance crews 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 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.

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 7. 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 8. 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 9. 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 10. 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 with the supervisor, the employee may refer it to the Executive 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 11. NO STRIKE/NO LOCKOUT

During the life of this Agreement there shall be no strike or lockout or concerted inference 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 12. 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 may be paid based upon experience if the Company so desires, but not to exceed eight (8) years of credit.
- b. Wage increment movement on the salary range shall be based on calendar years of employment. Increases shall be effective the first full pay period immediately following the anniversary date.
- c. Education Coordinators and EMS Educators
 - (1) Education Coordinators are exempt employees and may be scheduled more than forty (40) hours a week. Educators will also 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.
 - (2) Credit for hours worked at North Dakota State College of Science ("NDSCS"). For those Educators who are employees of NDSCS and provide paramedic and EMT training, all hours worked for NDSCS shall be included as hours worked for the

Company for purposes of calculating benefits, seniority, and PTO accrual. Educators also performing work under contract for NDSCS, will receive a per credit compensation directly from NDSCS.

- (3) Open Shift Work. All open shifts for Educator roles, shall be offered to the individuals currently working in an Educator role. The assignment of open Educator shifts will be based on seniority with the education department receiving first priority.
- (4) 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.
- (7) Application of Exempt Policy. Company's exempt policy, Policy 104.01 does not apply to Educators.
- (8) Bonus Compensation. At the sole discretion of Company, in extra ordinary circumstances, Educators may be eligible for bonus compensation.
- (9) Special Events, Out of Town Transfers, Open Shift Work and Educational Work. Educators are eligible for work outside the Educator role within F-M Ambulance, as approved in advance by the Company.
- (10) Insurance and 401(k) Plan. Educators will remain eligible for all benefits listed in Article 16, based on their date of hire and their FTE status. For those hired prior to January 1, 2015, the Company will contribute three and one-half percent (3.5%) of the Employee's recognized compensation for the plan year, into the Company's 401(k) plan. Recognized compensation for the purposes of Article 16, includes compensation received from the Company and NDSCS each plan year. Company will continue its obligation to match fifty percent (50%) of the Employee's salary deferrals up to a Company additional maximum contribution of two percent (2%) of the Employee's recognized compensation. Contributions for Educators hired after January 1, 2015, will be the same as all non-contract Sanford employees. Any Company contributions that cannot be contributed directly to the plan as it exceeds the amount allowable based on the plan document or IRS regulations, will be paid to the Employee in bonus every pay period subject to withholding, for the Employee to invest into a personal plan at their discretion or use for their own personal purposes. However, this amount will be grossed up to equal per tax amount of the Company contribution. This bonus is not eligible to be reinvested into the Company's plan.

- d. Wage Rate in New Position. Effective October 15, 1999, 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.

- e. Instruction Supplement. Subject to management approval, employees who teach revenue producing courses for the Company will receive a six dollar (\$6.00) 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. The Educator job classification shall not be eligible for the instruction supplement.

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

- f. 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.
- g. Charge Pay. A paramedic 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.
- h. 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.
- i. 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.

- j. Holiday Premium. Employees shall be compensated at a rate of time and one-half (1½) for all hours worked on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- k. Crew Lead 1 Recognition Payment. Company will pay a onetime Seven Hundred Fifty and 00/100ths Dollars (\$750.00) recognition payment for any additional employees who attain the Crew Lead 1 designation, within thirty (30) days of the Employee attaining said designation. Employees are entitled to this Crew Lead 1 recognition payment only once during their employment with Company.
- l. Employees working in a position other than their home department will be paid based on years of experience in the higher of the 2 pay grids. Non-education employees working an education shift will receive their home pay plus the applicable incentive(s).
- m. Employees working past their scheduled shift by at least 1 hour shall be paid a 50% premium for hours worked beyond their scheduled shift.

ARTICLE 13. SPECIAL EVENTS, OUT OF TOWN TRANSFERS, OPEN SHIFT WORK AND EDUCATIONAL WORK.

- a. Special Events. Employees will have the opportunity to indicate interest in working a special event until a closing date determined and posted by the Company. Employees will show interest in special events in the same manner as used in other open shift work. After the closing, events will be filled using the qualified employee with the earliest date of hire who indicated their interest in the event that will not put the employer into an overtime pay situation. If overtime is to be given, it shall be given to the qualified person showing interest with the earliest date of hire. For those events not filled by the designated date or when time constraints prohibit the above procedure, the Company reserves the right to fill as needed.
- b. Out of Town Transfers.
 - 1. Prescheduled Out-of-Town Interfacility Transfers, NICU Transports and Ground Flights (> 60 minutes until requested pick-up time)

Both parties agree to follow the process that has been developed by the parties in regards to filling pre-scheduled out-of-town transfers. In cases of overtime, the qualified employee indicating interest with the earliest date of hire will be given the

transfer. In the event that floats do not have their authorized hours, the float position may be utilized for transfers up to a maximum of twelve (12) times per year.

2. Immediate Out-of-Town Interfacility Transfers, NICU Transports and Ground Flights (< 60 minutes until requested pick-up time)

When possible, immediate out-of-town transfers will be assigned to the quickest, available crew that would be expected to return within their scheduled shift.

For immediate out-of-town transfers 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 the call for service.

If an out-of-town 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 crew members:

- An arranged hotel stay for 8 hours of unpaid rest time, or
- An additional crew member to assist in continuous drive time, or
- The start time of the crew members' subsequent shift shall be adjusted so that there is 8 hours of off-duty time. The missed shift hours will be compensated at their regular hourly wage, or
- Any other reasonable accommodation agreed upon by management and affected crew members.

This guideline applies to out-of-town transfers only.

The foregoing procedures shall be utilized provided that there are no patient safety or time constraint considerations that prohibit them. In the event that the foregoing process cannot be utilized, among the responses to the situation may be the requirement that existing crews remain on duty until the issue is resolved.

3. Ambulance Staff.

Off-duty staff will be defined as staff that do not have any worked or scheduled hours, internal or external, for eight (8) hours prior to the expected report time or for eight (8) hours following the expected return time with the exception of approved, company-related "sleep shifts". Management will provide the union a list of work sites designated as sleep shifts.

Only off-duty staff are eligible for prescheduled, out-of-town inter-facility transfers in which case an employee shall be paid one dollar (\$1.00) per loaded mile in addition to his/her hourly rate of pay when a patient or patients are

transported to/or from facilities outside of Cass or Clay County. Expenses that are preapproved by management and supported by receipts shall be paid by the Company for out-of-town transfers.

Out-of-town inter-facility transfers assigned to on-duty staff will be considered an immediate call for service and are not eligible to receive mileage or other incentives. Meal expenses will be reimbursed in accordance to company policy.

4. Ready Wheels Staff. Out-of-town transfers for Ready Wheels Staff shall be assigned in the sole discretion of management. Ready Wheels Staff shall no longer receive a mileage incentive nor be reimbursed for their meals for performing out-of-town transfers.

c. Open Shift Work.

- (1) Ambulance. Management shall compose the schedule in the preceding month prior to the work. Open shift work will be defined as any open shift in the schedule, after the schedule has been published for crew members to view. This also includes any shifts added to the schedule after it has been published. Open shift work does not include out-of-town transfers, NICU transports or ground flights. Both parties agree to follow the process that has been developed to electronically claim the open shift. The qualified employee, including casual employee, with the earliest date of hire, who electronically claims the open shift, and does not place the Company into an overtime pay situation, will receive the open shift.

Open shift work that is paged out within 24 hours of the shift start time will be eligible for the additional \$8.00/hour short-notice pay. Any PTOU/sick call use during that respective work week will disqualify the individual from short-notice pay eligibility. Short-notice pay is not stackable with the mileage incentive described in Article 13.b.(2).

The foregoing procedure shall be utilized provided that there are no patient safety or time constraint considerations that prohibit it. In the event that the foregoing process cannot be utilized, among the responses to the situation shall be requiring the existing crew to stay on duty.

- (2) Ready Wheels. Open shift work for Ready Wheels shall be assigned in a manner to avoid overtime, based on seniority among Ready Wheels staff, consistent with time constraints and patient safety considerations. If all Ready Wheels staff are unavailable, the then current notification system shall be utilized.
- (3) Dispatch. Open shift work for Dispatch shall be assigned in a manner to avoid overtime, based on seniority among Dispatch Staff, consistent with time constraints and patient safety considerations. Open shift work that is paged out within 24 hours of the shift start time will be eligible for the additional \$8.00/hour short-notice pay. Any PTOU/sick call

use during that respective work week will disqualify the individual from short-notice pay eligibility.

- d. Educational Work. The method for choosing employees, including casual employees, will be governed by Company policies and procedures. The Company shall have the discretion to choose employees based on Company need, employee qualifications, and in a manner to minimize personnel costs.

ARTICLE 14. 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 company after the effective date of this Agreement, 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.

- c. The parties agree to implement a pilot program where management and union stewards will meet to discuss concepts to implement a new model for PTO signup and scheduling. The parties will begin these discussions within ninety (90) days of the date of ratification of this agreement. Should the parties be unable to agree to the terms of a pilot project, they are encouraged to use the services of Tom Cherioli a mediator with the Federal Mediation & Conciliation Service. During the process of coming up with other alternatives for PTO signup and scheduling, the current practice will remain in effect.

ARTICLE 15: DRUG AND ALCOHOL TESTING POLICY
FOR EMPLOYEES OF F-M AMBULANCE SERVICE, INC.

PURPOSE:

F-M Ambulance Service, Inc. is committed to maintaining a work environment which is free from the influence of illegal drugs and alcohol to protect the health, safety, and well-being of our employees. F-M Ambulance Service, Inc. has therefore adopted this Drug and Alcohol Testing Policy for Employees. This Policy is not intended as and should not be construed as a contract with any employee. This Policy applies to all employees of F-M Ambulance Service, Inc., and all persons conditionally offered employment with F-M Ambulance Service, Inc.

POLICY:

F-M Ambulance Service, Inc. prohibits the use, possession, transfer, and sale of alcohol and illegal drugs while working, while on all premises owned or operated by the Company, and while operating any Company vehicle, machinery, or equipment. It also prohibits reporting for work and working anywhere on behalf of F-M Ambulance Service, Inc. under the influence of alcohol or illegal drugs. This policy applies to all official or unofficial break and meal periods, and all other times during the working day in which an employee has reported for work, including unpaid meal breaks.

"Illegal drugs" means inhalants and controlled substances, and includes medications which contain a controlled substance which are used for a purpose, in an amount, or by a person for which they were not prescribed or intended.

The use and possession of properly prescribed drugs or medications is permitted provided that it does not interfere with the employee's job performance or pose a direct threat to the health or safety of the employee and/or others.

The only exception to this policy is the responsible use of alcohol at official company sponsored social or business events at which alcoholic beverages are served.

Violation of this policy may result in discipline up to and including discharge.

PROCEDURE:

a. PERSONS SUBJECT TO THE POLICY.

All employees of F-M Ambulance Service, Inc., including all managerial, sales and office employees, and all persons conditionally offered employment with F- M Ambulance Service, Inc., are subject to testing.

b. WHEN TESTING MAY BE REQUIRED.

(1) Applicants. All candidates who have received conditional offers of employment will be required to undergo a drug test.

(2) Employees. An employee may be tested in the following circumstances:

A. Reasonable Suspicion. An employee may be requested or required to undergo a drug and/or alcohol test if there is a reasonable suspicion that he or she:

1) Is under the influence of alcohol and/or illegal drugs; or

(For purposes of this subparagraph (a)(1) of this section, a reasonable suspicion that the individual is under the influence may be based on a variety of factors, including, but not limited to: smelling of alcohol or marijuana, displaying physical signs or symptoms customarily associated with alcohol or drug use (e.g. glassy eyes, slurred speech), displaying violent or unusually confrontational or argumentative behavior, showing a major personality change, disregarding safe operating procedures of equipment/machines or placing another person's safety in jeopardy by intentional or unintentional actions.)

2) Has violated the policy statement above; or

B. Post-Accident.

1) Has caused a work-related accident or has operated or helped operate machinery, equipment, or vehicles involved in a work-related accident; or

2) Has caused himself/herself or another employee to sustain a personal injury. In the event of such an injury, testing will be required prior to or concurrent with medical treatment when feasible.

3) The decision to do reasonable-suspicion testing will be done through supervisory personnel.

C. Treatment Program Testing. An employee who has been referred for chemical dependency evaluation or treatment by F-M Ambulance Service, Inc., or who is participating in a chemical dependency program under an employee benefit plan, may be requested or required to undergo a drug and/or alcohol test without prior notice at any time during the evaluation and treatment period, and for up to two years following completion of any prescribed chemical dependency treatment program.

D. Random Testing. Current employees as defined in "a" may be requested or required to undergo a drug and/or test without notice on a random basis if they are employed in "safety sensitive" position- i.e., where impairment would threaten someone's health and safety. Regular testing, if used will be administered by an agency qualified to do so.

Important Note:

Physician prescribed use of drugs or controlled substance can adversely affect workplace safety and job safety and job performance. Therefore, if you are taking any such medication, you should inform the prescribing doctor of the nature of your job and ask whether the medication poses a threat to your health or safety on the job, or to that of others. If your doctor believes that such a threat exists, you must inform your supervisor accordingly.

c. RIGHT TO REFUSE TO BE TESTED.

An applicant or employee has a right to refuse to be tested. However, any applicant who refuses to submit to a test, who refuses to comply with any requirement imposed by this policy, or who engages in behavior which prevents meaningful completion of testing (including tampering with the sample or testing materials, or behavior intended to provide a dilute sample), will have the offer of employment revoked. Any employee engaging in such actions will be subject to disciplinary action up to and including discharge.

d. CONSEQUENCES OF A NEGATIVE TEST.

If the result of the initial drug and alcohol screening is negative, or if the results of the confirmatory test or confirmatory retest (these tests are explained below) are negative, the applicant or employee is considered to have satisfactorily completed the drug and/or alcohol test.

e. CONSEQUENCES OF A POSITIVE TEST.

- (1) Initial Screening. If the initial result on the drug and alcohol screening is positive, the sample which was tested will automatically be subject to a confirmatory test, no employee will be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation solely on the basis of a positive result on an initial screening.
- (2) Confirmatory Test- Applicants. If the confirmatory test result is also positive, the offer of employment will be revoked.
- (3) Confirmatory Test- Employees. If the confirmatory test result is also positive, the employee may be subject to disciplinary action, up to and including discharge, subject to the following:
 - A. First Positive Test Result. An employee will not be discharged for a positive result on a confirmatory test for alcohol and/or illegal drugs which was the first such result on a test requested or required by the Company unless he or she has been given the opportunity to participate in a drug or alcohol evaluation and if the employee either has refused to participate in the evaluation or has failed to successfully enter and complete the counseling program recommended by the professional evaluator.

Employees required to attend a counseling or rehabilitation program will be required to inform the company of the type of program to which they have been referred. If the

counseling or rehabilitation program permits immediate return to work, the employee will be returned to work on the next regularly scheduled shift, if the test is negative.

If the employee is referred to an outpatient treatment program, then the employee must agree to attend and must provide the company with certification from the treatment provider regarding the expected length of treatment. The employee will be returned to work only after the treatment provider certifies the employee's ability to return. If the employee is certified to return before completion of the outpatient program, the employee will be asked to provide weekly certification from the treatment provider of continued participation in the outpatient program. If the employee fails or refuses to provide such certification, the company will not return the employee to work prior to completion of the program. In all cases, the employee must present evidence of satisfactory completion of the treatment program in order to maintain employment.

If the evaluation results in a referral to inpatient treatment, the employee must agree to attend and will not be returned to work until the company receives evidence of satisfactory completion of the program and tests negative.

- B. Subsequent Positive Test Result. An employee who receives a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Company and who has previously received a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Company may be disciplined up to and including discharge.

f. SUSPENSIONS.

Employees may be suspended from work without pay pending the receipt of testing results if the Company believes that doing so is consistent with a safe workplace. Any employee who has been suspended, and who receives a negative result on the drug and alcohol test, will be reinstated with full back pay.

g. APPEAL RIGHTS.

Any applicant or employee who tests positive on a confirmatory test will have three (3) working days following the day on which the employee is notified of the positive confirmatory test result to disclose drugs/medications that they have taken and/or other information to explain the test result. In addition, an applicant or employee who tests positive on a confirmatory test will have five (5) working days following the day on which he or she is notified of the confirmatory test result to advise the Company in writing of his/her desire to request a confirmatory retest of the original sample at the individual's own expense.

h. HOW TESTS ARE CONDUCTED.

- (1) Authorized Laboratory. Testing will be conducted by a laboratory authorized under law to perform alcohol and drug tests. All testing will be based upon urine and/or blood samples.

- (2) Sample Collection. Employees requested or required to take a drug and/or alcohol test may be escorted by a manager, supervisor or other appointed individual to the designated sample collection site. If the designated sample collection site is not open at the time that testing is requested, a sample may be collected either by asking that the designated sample collection site send a representative to the company premises or by visiting the emergency room of a local hospital.
- (3) Employee Notification Form. An applicant or employee who is to be tested for illegal drugs and/or alcohol will be given a copy of this drug and alcohol testing policy and an opportunity to read it before testing occurs. The individual will be asked to sign a form acknowledging receipt of this opportunity.
- (4) Use of Additional Information. Any medical information provided by an applicant or employee after a confirmed positive test result will be used solely for the purpose of evaluating the reliability of the drug and alcohol test administered to the employee. Nobody will be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation based upon medical history information provided in response to a confirmed positive test result unless the individual had a duty to provide that information before, during or after the time they were hired.
- (5) If drug/alcohol testing is required in a reasonable suspicion circumstance, the employee will not be allowed to drive him/herself to the testing facilities.

1. COMMUNICATION OF TEST RESULTS.

Within three (3) working days of receiving a test result from a testing laboratory, the Company, (or its designated medical review officer) will notify the applicant or employee, in writing, of the test results and the individual's right to a copy of the test result report. If the confirmatory test is positive, the Company (or its designated medical review officer) will also notify the individual of his/her additional rights.

J. CONFIDENTIALITY.

Test result reports and other information acquired in the testing process are private and confidential information except where permitted or required by law.

IMPORTANT NOTICE:

The policies, rules and procedures contained in this policy supersede any and all existing company shop rules, regulations booklet, policy manual or other policy statements to the extent that there is any inconsistency.

ARTICLE 16. 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. The Company will discuss and obtain input in the labor management meetings from the Union regarding any major changes in the benefit plans.

ARTICLE 17. UNIFORM

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

- (1) 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)			
Uniform Pant	1	1	2
Pager w/nylon case	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	
Wind Shirt		1	
Name Tag		1	
Serving Since		1	
Boots/shoes		*1 pair	
Special Events T-shirt		1	

*Employee can request and Company will provide a \$300 allotment for one pair of boots/shoes, however, the \$300 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 w/nylon case	1	1
Key Card	1	1

b. Replacement Items:

- (1) Item to be replaced must be returned to the Director 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 is \$175 or \$300 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:

- a. The Employee is responsible for all items issued to them.
- b. All items must be returned upon resignation/termination.
- c. The Employee may be charged replacement costs of items not returned.
This will be deducted from the final payout.
- d. Any lost/damaged items must be reported to the Director of the appropriate department as soon as practical.
- e. 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 18. LEAVE OF ABSENCE

UFCW members shall be eligible to participate in leave of absences on the same basis as non-union employees.

ARTICLE 19. JURY DUTY

UFCW members shall be eligible to participate in jury duty benefits on the same basis as non-union employees.

ARTICLE 20. FUNERAL LEAVE

- a. The Company shall pay full-time employees up to four (4) scheduled work shifts for necessary absence on account of death of immediate family members. The term "immediate family" shall be defined as spouse, child, step-children, parent, brother, sister, brother-in-law, sister-in-law, grandparent (does not include grandparent-in-law), grandchild, or parent-in-law.
- b. Also, at the discretion of management, any employee covered by this Agreement may be granted up to three (3) consecutive calendar days off on an unpaid basis for necessary absences on account of a death.

ARTICLE 21. 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.
- h. Educational Reimbursement. The Company will maintain the tuition assistance policy for the life of the collective bargaining agreement.

Employees seeking education to become paramedics are eligible for reimbursement of tuition, fees, and book expenses. If the paramedic student maintains between 2.75 and 3.25 grade point average in all courses, they will receive 50% reimbursement. Those maintaining an average above 3.25 will receive a 100% reimbursement. Maximum reimbursement will be up to \$2,000 per semester. For each semester in which the employee receives this incentive, the employee shall agree to work no less than 1 year with FM Ambulance in a paramedic role following completion of FTO process. Failure to complete the paramedic program, FTO process, or maintain employment as agreed, shall require the employee to repay the financial assistance on a pro-rated basis. This benefit is not stackable with other education assistance benefits.

i. 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 22. 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 23. 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 24. FIELD TRAINING OFFICER (FTO)

FTO SHIFT DEFINITION:

A Field Training Officer (FTO) shift is defined as time spent in actual on the job training of other employees. FTO 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:

New EMT or Paramedic Training	\$35 per shift up to a maximum of 4 shifts/candidate
Promotional Field Staff Training	\$25 per shift up to a maximum of 3 shifts/candidate
Subject Matter Expert or EVDT Training	\$25 per shift up to a maximum of 3 shifts/candidate
Dispatcher	\$150 for full training of a new hire
Dispatcher Cross Train	\$25 for full shift up to maximum of 1 shift

Payment will only be disbursed after all training and documentation requirements have been met.

ADDITIONAL CONSIDERATIONS:

The FTO incentive will not be paid for any other position within the company. The Company has the right to utilize supervisors for any and all portions of the FTO 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 crew member being trained in to cover as a part time dispatcher.

In the event a FTO is unable to complete his/her entire shift and is replaced by another FTO, the FTO that has logged the majority of hours will receive that entire shift incentive.

ARTICLE 25. TERM OF AGREEMENT

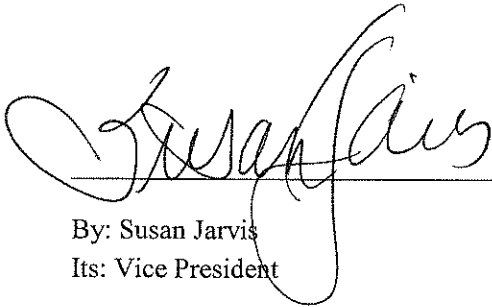
This Agreement shall be in effect from November 12, 2018 to April 14, 2021 and from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the annual expiration date of its intention to change, modify, or terminate this Agreement.

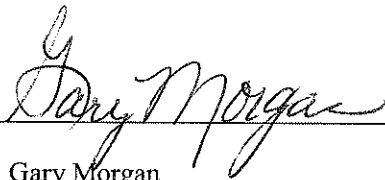
Dated: 11-6-18

FM Ambulance Service Inc.

Dated: 11-1-2018

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


By: Susan Jarvis
Its: Vice President


By: Gary Morgan
Its: Union representative

Appendix A: Wage Tables

Paramedic			
Effective	4/15/2018	4/14/2019	4/12/2020
Start	\$ 20.00	\$ 20.40	\$ 20.81
1	20.40	20.81	21.22
2	20.81	21.22	21.65
3	21.22	21.65	22.08
4	21.65	22.08	22.52
5	22.08	22.52	22.97
6	22.52	22.97	23.43
8	22.97	23.43	23.90
10	23.43	23.90	24.38
12	23.90	24.38	24.87
14	24.38	24.87	25.36
16	24.87	25.36	25.87
18	25.36	25.87	26.39
20	25.87	26.39	26.92

AEMT			
Effective	4/15/2018	4/14/2019	4/12/2020
Start	\$ 15.16	\$ 15.46	\$ 15.77
1	15.46	15.77	16.09
2	15.77	16.09	16.41
3	16.09	16.41	16.74
4	16.41	16.74	17.07
5	16.74	17.07	17.41
6	17.07	17.41	17.76
8	17.41	17.76	18.12
10	17.76	18.12	18.48
12	18.12	18.48	18.85
14	18.48	18.85	19.23
16	18.85	19.23	19.61
18	19.23	19.61	20.00
20	19.61	20.00	20.40

EMT			
Effective	4/15/2018	4/14/2019	4/12/2020
Start	\$ 14.66	\$ 14.95	\$ 15.25
1	14.95	15.25	15.56
2	15.25	15.56	15.87
3	15.56	15.87	16.19
4	15.87	16.19	16.51
5	16.19	16.51	16.84
6	16.51	16.84	17.18
8	16.84	17.18	17.52
10	17.18	17.52	17.87
12	17.52	17.87	18.23
14	17.87	18.23	18.59
16	18.23	18.59	18.96
18	18.59	18.96	19.34
20	18.96	19.34	19.73

Dispatch			
Effective	4/15/2018	4/14/2019	4/12/2020
Start	\$ 18.00	\$ 18.36	\$ 18.73
1	18.36	18.73	19.10
2	18.73	19.10	19.48
3	19.10	19.48	19.87
4	19.48	19.87	20.27
5	19.87	20.27	20.68
6	20.27	20.68	21.09
8	20.68	21.09	21.51
10	21.09	21.51	21.94
12	21.51	21.94	22.38
14	21.94	22.38	22.83
16	22.38	22.83	23.28
18	22.83	23.28	23.75
20	23.28	23.75	24.23

Special Transportation			
Effective	4/15/2018	4/14/2019	4/12/2020
Start	\$ 11.81	\$ 12.05	\$ 12.29
1	12.05	12.29	12.53
2	12.29	12.53	12.78
3	12.53	12.78	13.04
4	12.78	13.04	13.30
5	13.04	13.30	13.57
6	13.30	13.57	13.84
8	13.57	13.84	14.11
10	13.84	14.11	14.40
12	14.11	14.40	14.68
14	14.40	14.68	14.98
16	14.68	14.98	15.28
18	14.98	15.28	15.58
20	15.28	15.58	15.89

Education Coordinator			
Effective	4/15/2018	4/14/2019	4/12/2020
Start	\$ 28.81	\$ 29.39	\$ 29.97
1	29.39	29.97	30.57
2	29.97	30.57	31.18
3	30.57	31.18	31.81
4	31.18	31.81	32.44
5	31.81	32.44	33.09
6	32.44	33.09	33.76
8	33.09	33.76	34.43
10	33.76	34.43	35.12
12	34.43	35.12	35.82
14	35.12	35.82	36.54
16	35.82	36.54	37.27
18	36.54	37.27	38.01
20	37.27	38.01	38.77

Educator			
Effective	4/15/2018	4/14/2019	4/12/2020
Start	\$ 24.36	\$ 24.85	\$ 25.34
1	24.85	25.34	25.85
2	25.34	25.85	26.37
3	25.85	26.37	26.90
4	26.37	26.90	27.43
5	26.90	27.43	27.98
6	27.43	27.98	28.54
8	27.98	28.54	29.11
10	28.54	29.11	29.69
12	29.11	29.69	30.29
14	29.69	30.29	30.89
16	30.29	30.89	31.51
18	30.89	31.51	32.14
20	31.51	32.14	32.79

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 1, April 1, July 1, and October 1, 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 casual status, an employee shall immediately lose benefit eligibility.

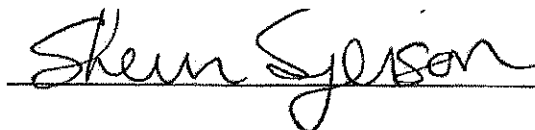
At such time as one of the foregoing employees receives a permanent full-time position, he or she shall no longer be covered under this Letter of Understanding.

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