

Labor Agreement
for
I.A.F.F. Local I-60
(d.b.a. United Emergency Medical Professionals of AZ)
and
Southwest Ambulance

FINAL PROPOSAL
Friday, June 18, 2010

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Article 1-Recognition

1.1 The Company recognizes the International Association of Fire Fighters (IAFF) Local I-60 as the sole bargaining agent of all full time and regular part-time EMT, EMT-I, Paramedics and Registered Nurses, but excluding any on-call part-time employees, office clerical employees, guards, watchmen and supervisors.

1.2 This article pertains only to recognized employees of the Company's Southwest EMS Group's Maricopa County, Pinal County, Pima County, and Graham County non-fire integrated ambulance operations who are included in the bargaining unit to which this Agreement applies. By using the term "member," this Agreement is not in any way intended to violate Arizona's right to work law. Rather, employees covered by this Agreement fully retain their legal right at any time to choose to become members of the Union or to choose not to become members of the Union. Similarly, employees covered by this Agreement fully retain their legal right to choose to financially support the Union or choose not to financially support the Union. No employee is required to become a member of the union in order to receive the wages, benefits, and other employment terms set forth in this Agreement.

Article 2-Scope and Modification

2.1 This Agreement contains all the conditions agreed upon between the parties, and supersedes all previous Agreements, collectively or individually, between the parties.

2.2 No modifications shall be made except by mutual consent of the parties in writing except as otherwise specified in this agreement. A mutually agreed upon memorandum of understanding signed after the date of ratification of this agreement, by an authorized agent of the union and the company shall supersede the current contract verbiage where it expressly conflicts.

2.3 The waiver of any breach or conditions of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or conditions.

2.4 Should any provision or part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining provisions, and they shall remain in full force and effect.

Article 3-Duration of Agreement

3.1 This Agreement shall be considered effective July 1st, 2009 and shall remain in effect until July 1, 2012. Should either party desire to change, modify, or terminate the Agreement on July 1, 2012 or on any succeeding anniversary date, written notice must be given to the other party at least ninety (90) days prior to June 1, 2009, or any succeeding anniversary date. If such notice is not given, the Agreement shall be automatically renewed for an additional period of one year.

3.2 The compensation levels contained in Article 36 are contingent upon the present level of reimbursement by Medicare and other third party payers. Significant documented reductions resulting in an inability to pay the required wages as specified in Article 36, that Article will be re-opened to negotiations.

Article 4-Definitions

4.1 For the purpose of this Agreement the term “employee” shall refer to all employees covered under this Agreement as defined in Article 1.

4.2 The term “COMPANY” shall refer to SW General, Inc., d/b/a, Southwest Ambulance, an Arizona Corporation, a wholly owned subsidiary of Rural/Metro Corporation, a Delaware Corporation.

4.3 The term “Union” shall refer to the International Association of Fire Fighters (IAFF), Local I-60, d/b/a United Emergency Medical Professionals of Arizona (UEMPA).

4.4 Any reference to “days” shall mean calendar days.

4.5 The term part-time employee shall refer to any employee who does not have a permanent work schedule, regardless of the number of hours worked, and works less than 40 hours per week, on average, over any given six (6) month period.

4.6 The term MOU shall refer to a Memorandum of Understanding, which is a binding agreement between both parties.

Article 5-Management Rights

5.1 The Union recognizes and agrees that, except as specifically limited by the express provisions of this Agreement, the Employer maintains sole and exclusive right to manage its business in such a manner as the Employer shall determine to be in its best interest.

5.1.1 The Employer's right to manage its business includes, but is not limited to, the right to;

- a. select, test, train, hire, promote, demote, transfer, assign and direct employees;
- b. sell, lease, transfer or subcontract all or part of the business;
- c. move, transfer or change the location of part or all of the operations;
- d. discipline, suspend, discharge, or relieve employees of duties;
- e. require physical or other examinations of employees; as it pertains to their job description, at the company's expense;
- f. make and enforce Company rules and regulations;
- g. increase or decrease the work force;
- h. pay additional compensation and determine the amount thereof to the employees over and above the hourly rate agreed to herein;
- i. give additional benefits to the employees over and above the benefits established herein;
- j. determine the work to be performed, job content, the employee's performance and methods to be employed;
- k. establish quality and work standards;
- l. discontinue or relocate any or all portions of the operations now or hereinafter covered or carried out at the premises covered by this Agreement;
- m. schedule and reschedule hours including overtime; determine and re-determine job content and any classifications that are required;
- n. determine and, from time to time, re-determine the qualifications of the employees and to maintain safety and efficiency and order.

5.2 The exercise or non-exercise of the rights retained by the Employer shall not be deemed to waive any such rights or the discretion to exercise any such rights in some other way in the future.

5.3 Whether or not a decision is in the best interest of the Company shall be decided at the Employer's discretion and shall not be subject to negotiations or the grievance and arbitration procedure, provided, however, that the carrying out of any such decision shall not expressly conflict with the express written terms of this Agreement. A grievance regarding whether or not the application of such a decision does conflict with the express written terms of this Agreement may be taken to arbitration following the procedures set forth in Article 26 of this Agreement. The terms of this written Agreement encompass all limitations and the rights of management and no Agreements, promises, customs, benefits, practices or usage, whether written or oral, which were established or in effect before the execution of this Agreement, will be binding upon either party subsequent to the execution of this Agreement.

5.4 Both parties acknowledge that during the negotiations that resulted in this Agreement, both parties had every right to discuss and did discuss all collective Bargaining demands and proposals and that, as a result thereof, this Agreement is complete and resolves all collective bargaining issues between the parties for its duration. Therefore, both parties waive any right to compel or force any further negotiations on any matters, whether or not within the knowledge or contemplation of the parties at the time they executed the Agreement.

5.5 Any of the rights and powers the Company had before entering into this Agreement are retained by the Employer except as specifically abridged or modified by the express written Agreement with the Union as to the particular subjects.

5.6 Notwithstanding the limitations expressed in this Article, further negotiations may occur during the term of this Agreement with the consent of both parties in writing. If such negotiations do occur and result in an Agreement, such Agreement shall be reduced to writing, and shall be binding upon the parties hereto for any term agreed to by the parties.

5.7 No operation of any equipment, or machinery, or use of any equipment, or tools is or may become the exclusive right or jurisdiction of any employee or classification of employees represented by the Union.

5.8 No subject matter specified in the Agreement is subject to the grievance and arbitration provision except as specifically set forth in this Agreement.

5.9 The Employer has the right to require employees to obey orders, even though deemed by such employee or employees, or the Union, to be in violation of the contract, unless and until it is established that such order or orders are in violation of the law, or the contract, according to the procedure provided herein, unless the order places the employee at an immediate and foreseeable risk of personal harm.

5.10 Notwithstanding the provisions of this Article, the Company agrees that, any issues deemed by the Union to affect wages, hours or working conditions, will be discussed with the Union prior to implementation, if possible, at the Labor/Management Committee meeting. If a mutually agreeable resolution is not reached, the Union shall have the right to file a grievance pursuant to Article 26.

Article 6-Employee Rights

6.1 Employees shall have the right to present grievances in writing directly to management, or through an authorized representative of the union.

6.2 Any employee covered under this Agreement shall have the right to request official Union representation during any meeting that is disciplinary or of an investigative nature. In the event the Union cannot respond in a reasonable period of time, the employee may be placed on a no work status administrative leave pending the outcome of the meeting.

6.3 Any employee who is denied a request for Union representation will have the right to refuse to participate in disciplinary or investigative meetings. With the exception of drug testing, where obtaining representation may delay the test results.

6.4 Any employee covered under this Agreement and/or an authorized Union Representative shall have the right to view the employee's personnel file by Scheduling a meeting with the Human Resources Manager or a person Designated by the Human Resources Manager, at least one (1) hour prior to the Requested appointment during normal business hours. If the Human Resources Manager determines that access to the file will create a "risk of harm" to the Employee or others, the authorized union representative may review the harmful Information. If the authorized union representative disagrees that the information is harmful, a grievance may be filed.

6.4.1 The Human Resources Manager or a person designated by the Human Resources Manager shall be present at all times when employee personnel files are reviewed.

6.5 Employees shall receive and sign written notice from the company when documentation of a disciplinary action is placed in their personnel file.

6.6 Nothing in this Article shall prohibit the Company from requiring the employee to submit to drug or alcohol testing with or without the presence of a union representative when such test is for cause.

Article 7-Union Rights

7.1 The Union retains and reserves all rights inherent to an independent collective bargaining organization.

7.2 A duly authorized representative of the Union shall be permitted access to the Company's work sites for the purpose of participating in the grievance procedure provided that the Company's work sites is the mutually agreed upon site for processing grievances. Advance notice of Union representative's desire for access and the time and date of representatives planned arrival on the property shall be provided to the Company. The Union representatives should not allow their activities to interfere with or disrupt the performance of their work or the work of any other employee or member.

7.3 Union representatives are required to obtain permission of the Company to absent themselves from their assigned duties to attend scheduled grievance meetings a representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the Company. This permission will not be unreasonably withheld, giving proper consideration to essential work of the department.

7.3 Union representatives shall be permitted to investigate, present grievances, process grievances and represent employees in accordance with Article 26.

7.4 The Company will provide the Union, upon request, non-confidential and readily available information, that is not otherwise available to the union, which is necessary for union negotiations. Such requests shall be made through the Human Resources Manager, or designee, and shall be provided within a reasonable amount of time.

7.5 The Company will provide bulletin boards in employee crew quarters for posting of official Union literature that is not abusive of any person or organization, does not contain any misrepresentation of the truth or is disruptive of the Company operations. The location, posting of all notices and the size of the bulletin board is subject to Company approval, and where required, customer/client approval.

7.6 During the orientation process, the Company will allow a Union representative ample time to describe the make up of the bargaining unit, necessary requirements of employment, role of the Union as collective bargaining agents, membership benefits and membership dues. Upon completion of the orientation process, the Union may provide a representative to meet with newly hired employees that qualify for the bargaining unit for the purposes of answering questions and enrolling members.

Article 8-Non Discrimination

8.1 The Company and the Union shall not discriminate against any employee or applicant for employment because of age, race, sex, gender, religion, national origin, ethnic background, sexual orientation, veteran status or disability.

8.2 The Company and the Union shall not discriminate against any employee for engaging in any proper union activity, or for providing information and/or testimony to a court, arbitrator, or government agency.

8.3 Nothing herein will prohibit the Company from taking all actions necessary to comply with the Americans with Disabilities Act (ADA). The Union shall be informed about any accommodations made to comply with the ADA. The Company's accommodation made under ADA is not grievable.

Article 9 -Dues Check-Off

9.1 The Company agrees, upon written voluntary authorization of any union member, to deduct from the pay of such union member during each pay period initiation fees, dues, and other such obligations owed to the union as may be legally deducted. Remittances of the aggregate amount of all deductions shall be made to the Union by check each pay period.

9.2 The Union shall, initially, notify the Company as the bi-weekly sums to be deducted in accordance with the foregoing. Any subsequent change in amounts shall be certified to the Company in written form over the signatures of duly authorized officers of the Union, and shall take effect on the first paycheck following 15 days after such notification has been given.

9.3 Copies of voluntary authorization forms signed by the Union members shall be furnished by the Union to the Company. All previous check-off authorizations filed by the Company shall be recognized in accordance with their terms.

9.4 Indemnification: The Union agrees to indemnify and hold the Company harmless against any and all claims, suits, orders, or judgments brought or issued against the Company as a result of any action taken or not taken by the Company pursuant to any written or oral communication from the Union under the provisions of this Article.

9.5 The deduction shall be made from each paycheck and the dues collected shall be forwarded to the Treasurer of the Union within fifteen (15) days of the established payday.

9.6 If a union member is transferred to a non-bargaining unit position within the company. The company will automatically stop payroll deductions of union dues effective the following pay period.

9.7 The Company will notify the Union Secretary of any employee who leaves the bargaining unit in the form of monthly reports that will be sent by Management to the Union.

Article 10-No Strike / No Lockout

10.1 During the term of this Agreement, under no circumstances will the Union or employees engage in, instigate, cause, permit, encourage or take part in any strike, unfair labor practice strike, sympathy strike, jurisdictional strike, work stoppage, picket, concerted curtailment of work, reduction of production, or concerted interference of any kind with the operations of the Employer. Nor shall there be any lockout by the Employer.

10.2 While on duty, no employees will recognize any picket lines established by other crafts for any reason.

10.3 When the Union becomes aware of a breach of 10.1 or 10.2, above, the Union shall immediately instruct the involved employees that their conduct is in violation of the contract, that they may be disciplined up to and including discharge, and instruct all such persons to quit the offending conduct and take all reasonable means to end the breach.

10.4 Leadership in a breach of this Article may result in discipline different and more severe than participating employees.

10.5 Any employee participating in a breach of this Article shall be subject to discharge.

10.6 The Company agrees that there shall be no liability on the part of the Union, its officers or its agents, provided the Union adheres to the requirements of 10.3 in good faith.

10.7 If the Employer elects to pursue any remedies it may have as a result of a breach by the Union of this Article in any court of competent jurisdiction, the court and not the arbitrator shall determine the breach, damages, and other appropriate relief, including attorneys fees.

Article 11-Correspondence and Notification

11.1 The Company shall notify a designated representative of the Union fourteen (14) days in advance, via either registered mail, electronic mail with return receipt or facsimile with return receipt of any proposed addition(s) and/or changes in the Company's Policies and/or Standard Operating Procedures that would have an effect on any employee covered under this agreement's wages, hours and/or working conditions.

11.1.1 The 14-day notice shall be waived in the event that the change is required to meet the needs of the company's contractual obligations, or to protect the public. In such case, the company will notify the designated representative as soon as practical.

11.2 Any correspondence to the Union's President shall also be sent to the Vice President of the Union. The Union shall provide the Company with a list of all Union Representatives including phone numbers, fax numbers of the President and Vice President, mailing and e-mail addresses.

Any changes to the required contact information shall be communicated, in writing, to the Director of Human Resources and the Director of EMS within seven (7) days. Any notifications sent to the President or Vice President that were sent to non-current contact locations shall constitute proper notice as required by this article or any other article requiring the company to notify the union.

11.3 The Company shall notify the Union of any bargaining unit, new hires, rehires and terminations in writing. The Company's notification of new hires and rehires shall include the following: the employees' full name, the employees' date of hire, the employees' job classification, the employees' home telephone number, the employees' address and the employees' starting wage rate.

Article 12-Seniority

12.1 Skills, abilities, certifications and licenses being equal, seniority shall prevail in layoffs, recalls, transfers and shift assignments.

12.2 An employee promoted or transferred from a job classification in the bargaining unit, either before or after the effective date of this Agreement, to a non- bargaining position shall retain the seniority he had at the time of such promotion or transfer and shall continue to accumulate seniority while he is in such non- bargaining position. Such employee, upon returning to a bargaining position, may be placed in the job to which his ability, seniority and qualifications would entitle him if his employment with the Company had remained unbroken. If a person holding a non-bargaining position is discharged, he may be eligible for return to the unit.

The company reserves the right to determine the number of full time employees for each certification/license level.

12.3 When layoffs are required by the company, employees shall be laid off in accordance with their seniority, certification or license level, work record and experience. Temporary employees shall be laid off first, next part time employees, next regular part time employees, next probationary employees and next other employees in accordance with their seniority, skill, ability, qualifications, work record and experience and physical fitness. Layoffs will be conducted in the following order:

- a. temporary employees;
- b. part-time employees;
- c. regular part-time employees;
- d. probationary employees;
- e. other employees in accordance with their seniority, certification or license level, work record and experience.

12.4 If a senior employee is laid off and declines to exercise his seniority right to remain working, he shall remain off work until recalled. After layoff, laid off employees shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and termination.

12.5 Notices of recall shall be sent by certified or registered mail, to the employee's last known address as shown on the Company's records. The recall notice shall state the time and date on which the employee is to report back to work. The recalled employees shall be given five (5) calendar days' from receipt of notice to report to work or to make arrangements to report back to work within a reasonable time frame. Any employee who fails to meet this requirement shall be discharged.

12.6 Employees lose their seniority and will otherwise be terminated for the following reasons:

- a. If the employee quits;
- b. If the employee is discharged for just cause and the discharge is not reversed through the grievance procedures;

- c. If the employee fails to return to work or to make arrangements to report back to work within a reasonable time frame within five (5) days after the issuance of the Company's notice of recall by registered or certified mail to the last know address of such employee as shown in the company records;
- d. If the employee is absent from work for two (2) consecutive working days without advising the Company and giving reasons satisfactory to the Company for such absence;
- e. If the employee overstays a leave of absence;
- f. If the employee gives a false reason for a leave of absence or engages in other employment during such leave;
- g. If a full settlement with the employee has been made for total or partial disability;
- h. If the employee is laid off for a continuous period of twelve (12) months;
- i. If the employee knowingly falsifies pertinent information on his application for employment.

12.7 Seniority shall start from the date the employee becomes a full time or regular part time employee in the bargaining unit.

12.8 Layoff process. The following process will be utilized in selecting individuals for layoff:

- a. Prior to any layoff, the Company agrees to cease using non-bargaining unit personnel who are working as EMTs, paramedics or nurses, to the extent such shifts can be filled utilizing bargaining personnel within each certification level or job classification.
- b. Once the provisions of paragraph 12.8 (a), are met, those individuals with the least total bargaining unit seniority will be identified for layoff.
- c. If the position to be laid off is a Driver-EMT position, the EMT with the least total seniority will be laid off regardless of driving status.
- d. If the position to be laid off is an EMT-I position and the EMT-I has more total seniority than the EMT with the lowest total seniority, the EMT-I may exercise the right to "bump" displace the EMT providing the EMT-I meets the qualifications to function in the position bumped displaced (i.e.: same or higher driving status). Should this bumping privilege be exercised, the EMT-I shall be reclassified and paid at a level no higher than the average hourly rate of existing EMT positions.
- e. If the position to be laid off is a PARAMEDIC position and the PARAMEDIC has more total seniority than the person with the lowest total Seniority in the EMT-I and EMT classifications, the PARAMEDIC may exercise the right to displace the lowest seniority person, providing the PARAMEDIC meets the qualifications to function in the position displaced (i.e.: same driving status). Should this displacement privilege be exercised, the PARAMEDIC shall be reclassified and paid at a level no higher than the average hourly rate of the existing classification of the person displaced.
- f. Should a layoff be required as a result of the loss of a contract for ambulance services of any city, town or political subdivision of the State, the provisions of this article shall be suspended and the Labor Management Committee shall determine which employees, if any, shall be retained by the company from that area.

12.9 Recall process. Upon available positions, the company shall utilize a recall process, which is the reverse of the layoff process contained in Article 12.8 above.

- a. The company shall have no obligation to recall Part time, Seasonal or Probationary employees.
- b. Any employee that refuses recall for his/her previous job classification shall be removed from the recall list and may be terminated.

12.10 Seniority does not create any vested rights other than those contained in this Agreement.

Article 13-Shift Allocation Procedure

13.1 Shift Allocations shall be determined in accordance with the terms of this article and following Scheduling Standard Operating Procedures and shall continue throughout the terms of this contract unless modified by mutual agreement in the Labor/Management Committee.

13.2 Company reserves the right to assign employee hours, work location and duties to best serve the needs of the public, the Company's customers and the Company. The Company agrees to apply a standardized bid process whenever possible. The Scheduling Committee shall administer the standardized bid process. The Scheduling Committee shall weigh the needs of the Company, the bidding employee's seniority, skills, abilities and qualifications when awarding shift assignments.

13.3 The Scheduling Committee shall consist of four (4) members: two (2) members from the Union and two (2) members from the Company. Committee members shall serve a minimum of a six-month term to promote consistency. Failure of a member to attend the meeting will in no way affect the Company's ability to conduct business.

13.4 Awarding of full time shifts:

- a. Full time permanent shifts will be awarded on a monthly basis. Posting for the positions to be filled will be sent out on the third Monday of each month. Employees may request two open positions. Requests must be received by the Scheduling Department on or before the second Monday of the month. The Scheduling Committee shall meet monthly to fill the shifts posted in the previous month.
- b. Beginning ninety (90) days after ratification of this article, employees shall be ineligible to bid on shifts if the employee has had any disciplinary actions during the previous three (3) month period prior to the opening of the shift for bid or any suspension within the previous six (6) months.
- c. Shifts will be awarded based on Company seniority in the bargaining unit, followed by time at current certification with the Company, followed by the employee's skills, abilities and area specific contractual qualifications.
- d. For the purposes of shift bids, Company seniority in the bargaining unit will be calculated as the total number of months employed in the bargaining unit rounded up to the nearest whole month. If there is any break in service, the seniority will be calculated from the most recent full time hire date in the bargaining unit.

13.5 Company certification seniority will be calculated as the total number of months with the company at current certification, rounded up to the nearest whole month. If there is any break in service, the Company certification seniority will be calculated from the most recent hire date in the bargaining unit.

13.6 All applicants for a position shall be forwarded to the Scheduling Committee, by the Scheduling Department, ranked in order of their total seniority. Once an employee has been awarded a shift, the employee is not eligible to bid for 120 days. If an employee declines placement after they have been awarded a shift, the employee cannot bid for 120 days.

13.7 Employees will be offered the winning award via phone by the scheduling department and the employee will have 72 hours to advise the scheduling department of their intent to accept/decline the award. If the employee fails to accept/decline the awarded shift within the allotted time frame, the shift will be awarded to the employee and the employee will be responsible for the shift assignment.

13.8 The Company may suspend this process and fill the necessary open shifts in order to meet the operational needs of the Company. However, every effort will be made to work with the Union to come to a mutually agreeable arrangement.

Article 14-Shift Trades & Shift Relief

Shift trades and Shift Reliefs shall be processed as follows unless modified by the Labor Management Committee.

Shift Trades:

14.1 A shift trade is defined as an hour for hour exchange with another employee of like certification and qualifications including area specific qualifications, if any.

14.2 A shift trade must occur in the same pay week.

14.3 A shift trade must be received in the Scheduling Department at least 24 hours prior to the date of the first trade. Shift trade requests can be hand delivered, faxed or forwarded through interoffice mail, electronic mail or company designated time keeping system. It is the responsibility of the employee requesting the trade to confirm the scheduling department has received the request and to confirm with scheduling that the trade has been approved prior to working the traded shift. The scheduling department will notify both parties involved in the trade of the approval/denial as soon as practical, however it is the employee's responsibility to confirm with scheduling that the trade has been approved prior to making the trade.

14.4 A shift trade cannot result in more than forty-eight (48) consecutive hours worked, the exception to this article is Yavapai county may work a maximum of seventy-two (72) consecutive hours.

14.5 Both parties must verify a shift trade request prior to submission. Shift trade requests may be verified by submitting a shift trade request signed by both parties, or e-mail verification to the scheduling department by both parties, or a signed written request or e-mail request submitted by one party and telephone verification by the second party to the request.

14.6 For shifts 12 hours or less, employees are required to trade for the entire shift.

14.7 Upon approval of the shift trade, the employees that have agreed to specific shifts will be responsible for working the schedule as requested. Failure to work the specific shift will be treated as shift abandonment.

14.8 If the employee finds a qualified employee who is willing to accept the hours consistent with the terms of this article, the request for trade shall not be denied unreasonably.

Shift Relief:

14.9 Shift relief is a request from an employee to be removed from shift for the purpose of continuing education without pay and be replaced by an employee of like certification and qualification. It is the requesting employee's responsibility to find a qualified employee who is willing to accept the hours.

14.10 Shift reliefs will only be approved for the purpose of certification or license specific continuing education. The approved certification specific classes are as follows:

- a. EMT: CPR, BLS refresher, Paramedic School
- b. Paramedic: CPR, ACLS, PALS or PEPP, ALS refresher, CCEMT-P training or CCEMT-P refresher, Airway lab or any base hospital required CE.
- c. RN: CCEMT-P class or refresher, Critical Care nursing seminar (one time a year), ACLS and CPR, PALS.

14.11 Shift relief cannot be used to alter an employee's assigned shift on an ongoing basis.

14.12 A shift relief must be in the Scheduling Department at least 72 hours prior to the date of the relief. Shift relief requests can be hand delivered, faxed, forwarded through interoffice mail, electronic mail or designated time keeping system. Confirmation of registration into a continuing education class must be attached to the shift relief request. It is the responsibility of the employee requesting the relief to confirm the scheduling department has received the request and to confirm with scheduling that the change has been approved prior to the shift relief.

14.13 The scheduling department will notify both parties involved in the forfeiture of the approval/denial as soon as practical, however it is the employee's responsibility to confirm with scheduling that the change has been approved prior to the shift relief.

14.14 Shift relief cannot result in more than forty-eight (48) consecutive hours worked.

14.15 If the employee finds another qualified employee who is willing to accept the hours, the request for relief shall not be denied unreasonably.

Article 15-Hours of Work and Overtime

15.1 Overtime shall be paid at one and a half (1 1/2) times an employee's hourly rate for any hour worked over forty, in one pay week.

15.2 Voluntary overtime shall be assigned on a 1st come 1st serve basis. No employee shall be denied overtime based on that employee's wages.

15.3 The Company shall notify an affected employee as soon as possible whenever it is known that involuntary overtime will be required. The company is not required to notify employees of the possibility of the mandatory two (2) hour holdover period at the end of the employees shift. The potential for such holdover and the requirement of each employee to work such holdover is a condition of employment. However, should the mandatory holdover be as a result of an oncoming employee calling out of his/her/ shift, and the oncoming employee did not provide the company a minimum of two hours notice, the mandatory holdover period shall be extended to three (3) hours.

15.4 All employees are required to respond on calls while on duty. Any failure to respond on a call prior to the end of the shift or mandatory holdover period(s) or any delay of response shall constitute shift abandonment and may subject the employee to termination.

15.5 No employee may refuse to work overtime in an emergency or critical situation, unless, applicable law prohibits the requirement of such overtime work. An employee may be excused from overtime work for a good and verifiable reason as determined by the Division General Manager or his designee.

Article 16-Uniform Items and Uniform Allowance

16.1 Employees will be provided with an annual allotment value of \$500.00 to be used as a one-time purchase for Company approved uniforms. The allotment shall be awarded on the employee's anniversary date. If the employee does not place their order within the month of their anniversary date or the month preceding, the employee will forfeit the uniform allotment. Any residual amounts from the employee's uniform allotment shall be forfeited at the end of the time period and shall not carry over.

16.2 The list of company approved uniform items shall be reviewed by the Labor/Management committee, taking into consideration the areas of assignment of the individual employee.

16.3 Each newly hired employee shall receive the following uniform items:

- a. Three (3) Polo shirts
- b. Three (3) uniform pants. One of which may be substituted with uniform shorts
- c. One (1) uniform belt
- d. One (1) pair of uniform boots
- e. One (1) uniform sweatshirt

16.4 Newly certified/licensed employees will be provided with two (2) uniform shirts, one nameplate and certification appropriate patches.

Article 17-Emergency Vehicle Operator (EVO) Status

17.1 All EMT new hires shall immediately enroll and successfully complete a company approved driver-training program and qualify for certification as an Emergency Vehicle Operator (EVO) within ninety (90) days from date of hire.

17.2 The Company requires all EMT-Basics of appropriate age to maintain current EVO status. Failure to maintain this status shall result in the employee being subject to discharge.

17.3 EVO qualifications shall include the following:

- a. Must be at least nineteen (19) years of age;
- b. Acceptable motor vehicle record (MVR) for a period of thirty six (36) consecutive months immediately prior to application;
- c. Hold a current and valid Arizona driver's license;
- d. Must have thirty six (36) consecutive months of driving history;
- e. Successfully pass the Company approved driver training program;
- f. Must be acceptable to Company insurance requirements;
- g. Must obtain final approval and authorization from Company's risk management or designated representative.

17.4 All EVOs must complete re-certification training upon the loss of driving status due to infractions of the company's driving policies or involvement in any vehicular accidents determined to be preventable by the company's risk manager. Failure to complete the required re-certification program shall constitute just cause for termination.

17.5 All EVOs will notify the Company immediately of a change in their MVR. Annually all EVO's MVRs will be re-evaluated. If an EVO's MVR is no longer acceptable to the Company, EVO status shall be lost and shall result in termination of the employee.

17.6 Notwithstanding initial certification as an EVO, the Company has the exclusive right to revoke an employee's EVO status any time for just cause.

17.7 Any denial of EVO status by Risk Management shall be reviewed in the Safety Committee.

17.8 The company will allow paramedics or RNs to obtain EVO status, subject to 17.3. The Paramedic/RN shall be allowed to take the initial EVO training course. The required driver precepting hours shall be completed during the Paramedic/RN's regularly scheduled shift, if possible. Paramedics/RNs shall not be paid for the precepting hours unless they are accrued during the Paramedic/RN's assigned shift. The company may provide a driving preceptor, or a preceptor may be arranged through the shift trade process. Paramedic/RNs will not receive a wage increase for EVO status, nor is EVO status a condition of employment.

Article 18 -Vehicle Accidents

18.1 A vehicle accident is any incident involving a company vehicle that results in any property damage, as a result of improper driving which is deemed reckless by the company, or potential physical harm.

18.2 Employees involved in a vehicle accident may have their EVO status revoked by the Company for a maximum thirty (30) day investigation period without loss of pay. The decision to revoke the Company issued EVO status shall remain the exclusive right of the Company.

18.3 The company will determine the preventability of any vehicular accidents as soon as possible after the accident. A preventable accident is defined as an accident where the EVO failed to do everything reasonable to prevent the accident. Should the accident be determined as non-preventable, the EVO's driving status will be reinstated on the next regularly scheduled shift.

18.4 Within thirty (30) days of the incident, the employee shall be informed of their EVO status.

18.5 The Safety Committee shall review vehicle accidents at its next regularly scheduled meeting.

18.6 If the employee's EVO status is to be suspended for a time limited period in excess of the investigation period, the employee shall be informed of the amount of time of the suspension and the EVO's pay shall be reduced to an EVA pay status. The employee shall be informed of any required retraining or other actions that need to be taken by the employee to regain EVO status.

18.7 If the employee's EVO status is permanently revoked, the employee shall be terminated, should the employee's job classification require EVO status. Employees are eligible to apply for other positions within the Company.

Article 19-Crew Accommodations

19.1 The Company shall comply with all applicable State, Local and Federal guidelines concerning crew accommodations. The Labor Management Committee shall make recommendations on all crew accommodations to provide comfortable, safe, and private living quarters for all crews. The stations shall have the following:

- a. AC/heat.
- b. In-quarters bathroom, where possible, with hot and cold running water of drinkable quality.
- c. A shower, where appropriate.
- d. A kitchen and/or microwave and refrigerator.
- e. A sleeping area separate with a door.
- f. A day room with TV.
- g. Proper lighting in all areas.
- h. Cleaning supplies (vacuum, broom, mop, paper towel, toilet paper, plunger, bowl brush and disinfectant).
- i. If permitted by the owner of the property, the area outside of quarters shall have running water for cleaning ambulances, and lighted safe areas for crew's private vehicle parking, where appropriate and available.
- j. A sink, separate from the bathroom, for food preparation.
- k. Computer with network connection.

19.2 The Union shall appoint a representative to work with the Company for potential site locations in an attempt to reach these goals.

19.3 During the life of this Agreement the Company shall, through the Labor Management committee or the Union, repair, replace or enhance station accommodations as recommended, if practical and within budgetary constraints. Repairs required to correct safety hazards shall be completed as soon as possible. It shall be the responsibility of the Labor Management Committee to inspect each existing station and to prioritize upgrades.

Article 20-Workers Compensation

20.1 Employees shall be insured in conformance with the Arizona Law.

20.2 Employees suffering on-the-job injuries while on shift, who cannot complete their shift, shall be paid in full for the shift in which the injury occurs.

20.3 Employees suffering an on-the-job injury may utilize their PTO during the waiting period prior to the start of Arizona State Workers' Compensation benefits.

Article 21-Health and Safety

21.1 All advanced life support and basic life support ambulances operated by the Company will meet all guidelines outlined by the Arizona Department of Health Services for ambulance equipment. Any enhancements to the equipment required by the Arizona Department of Health Services shall be reviewed in accordance with Article 39 if requested by either the Union or the Company.

21.2 The Company agrees to implement reasonable recommendations from the Safety Committee that serve the purpose of reducing accidents and improving safety. The company may refuse to implement recommendations by providing a reasonable explanation why.

21.3 It shall be a joint responsibility of the Company, employees and the Union to see that all vehicles and equipment shall be kept clean and in safe working order.

21.4 The Company will endeavor to limit the employees' exposure to infectious fluids by providing appropriate personal protective equipment, and decontamination areas whenever possible.

21.5 Whenever the personal protective equipment is not adequate to prevent biohazard contamination to the employee's uniform, the Company agrees to provide a means to launder or replace, if necessary, the contaminated clothes at no cost to the employee.

Article 22-Drug Testing

22.1 Both the Union and Company recognize the necessity of maintaining a drug free work place.

22.2 If an employee is requested or required to take a drug screening examination, and the employee requests Union representation, the employee shall be afforded the opportunity to contact a Union representative for consultation and/or representation providing such notification and/or representation shall not delay the taking of the drug screening examination.

22.3 The Company has a responsibility to all of its employees to provide a safe workplace and a responsibility to the public to ensure that their safety and trust in the Company are protected. Therefore, the Company prohibits the following behavior by employees while on Company premises or performing Company business at any location.

- a. Use of illegal drugs, alcohol or other job-impairing substances.
- b. Abuse of prescription or over-the-counter drugs.
- c. Sale, purchase, transfer, manufacture or possession of alcohol, or controlled substances.
- d. Arrival for work or working under the influence of drugs or alcohol.

“Under the influence” means the presence of an illegal drug, alcohol or controlled substance in the body fluids at levels of detection above the lowest cutoff levels established by the Department of Transportation standards.

22.4 While employed, any employee may be required to participate in random drug screening examinations carried out by the Company.

22.5 When an employee’s supervisor has a reasonable suspicion that the employee is intoxicated or has used drugs or alcohol, the employee will be required to take and pass a standardized drug-screening exam prior to returning to work. “Reasonable suspicion” is based upon articulable observations sufficient to lead a prudent supervisor to suspect that the employee is impaired or under the influence of drugs or alcohol (including, but not limited to, slurred speech, alcohol on breath, inability to walk a straight line, erratic behavior, etc.).

22.6 Any employee that is suspected of possessing, using, selling, etc. of any illegal drug will be required to take and pass a standardized drug screening exam prior to returning to work.

22.7 Any employee that suffers an on the job injury at the Company may be required to take and pass a standardized drug screening exam prior to returning to work.

22.8 Any employee that is involved in any vehicle or equipment utilization accident, with or without injury, may be required to take and pass a standardized drug screening exam prior to returning to work.

22.9 Any employee that displays a dramatic change in their normal work patterns including, but not limited to, excessive tardiness, excessive absenteeism, changes in mood, personal aggression, etc. may be required to take and pass a standardized drug exam prior to returning to work.

22.10 If an employee is found in possession of a suspected controlled substance or alcohol or when suspected illegal drugs or alcohol are found in an area controlled or used by the employee, such as an employee's locker, desk or workspace, the employee may be required to take and pass a standardized drug screening exam prior to returning to work.

22.11 Any employee that has access to controlled substances in the course of their employment and such substances are found to be missing or unaccounted for may be required to take and pass a standardized drug-screening exam prior to returning to work.

22.12 Any employee that is required to undergo drug-screening examinations, pursuant to paragraphs above, may be suspended without pay until such time that the Company is notified of the results of the examination. If the examination is negative, the employee may return to work and will be paid for any regularly scheduled time missed as a result of the suspension. If the examination is positive, the employee will not be paid for the suspension time and may be terminated for violation of the drug abuse policy.

22.13 Drug/alcohol urine-screening test will be conducted at Company expense at a certified laboratory designated by the Company. Medical personnel will collect test samples with due regard for employee privacy and an initial enzyme multiplied immunoassay test (or comparable test) will be conducted on the sample. Initial positive results will be confirmed by gas chromatography mass spectrometry or an equally reliable testing method. Test results of the Company's designated laboratory are considered final.

An employee that provides a urine sample that is determined to be diluted or contaminated shall be required to provide additional urine sample within a reasonable amount of time prior to leaving the collection facility, or, in the alternative, provide a blood sample for analysis. Failure to provide such sample(s) will be subject the employee to termination for failure to successfully pass the required drug screening examination.

22.14 Drug/alcohol tests may screen for the following substances or their metabolites: amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, ethanol, methadone, opiates, propoxyphene, phencyclidine, methaqualone, or any other drug legal or illegal, that may affect employee performance. Employees tested should notify laboratory personnel and the Company of information that could affect test results, including identification of currently or recently used prescription or nonprescription drugs.

22.15 One designated person in the Company will receive all reports of test results. This person will notify only those Company employees or agents who have a need to know about the test results. Individuals tested may, upon request, receive a copy of their test results. Information regarding test results will not be provided to any other persons without written consent of the individual tested, except as allowed or required by law.

22.16 The Company will take action on a confirmed positive test only after receiving a report from its designated testing laboratory. Detection of controlled substances or alcohol is grounds for immediate dismissal of an employee or withdrawal of a hiring offer. Upon request, the employee or applicant will be given an opportunity to explain, in a confidential setting, a positive test result, and the presence of any drug in his or her system, and to substantiate the explanation with medical evidence.

22.17 Any employee that, of their own initiative, reports to the management of Company that they are having a drug abuse problem will be referred by the Company to a recognized drug treatment program. Continued employment will be contingent upon the employee completing the following:

- a. Treatment in the drug abuse program will be at the employee's or the employee's insurance company's expense.
- b. The employee must sign a release of information requiring the treatment program to notify the director of the employee's department of the employee's general progress in the treatment program.
- c. The employee must successfully complete the treatment program as recommended by the program.
- d. The employee must participate as recommended by the program in any after care or counseling and must provide to the Company documentation of such participation.
- e. The employment status of the employee will be probationary during the treatment program and for one year after the successful completion of the program.
- f. The employee's work status will be determined on an individual basis, during treatment and after care, based on the recommendations of the treatment program.
- g. The employee may be required to take and successfully pass random drug screening examinations required by the Company during the probationary period designated in subparagraph (e) above in addition to any random screening required in paragraph 23.5.

22.18 If, after successfully completing the required drug treatment program, the employee fails to pass any subsequent drug screening examinations, the employee will be terminated.

22.19 Any employee that fails to pass the random drug screening examination as required in this Article, or refuses to take such examination when requested, will be immediately suspended without pay and will be subject to termination.

Article 23-Continuing Education / Training

23.1 The Company and Union agree that it is the bargaining unit employee's responsibility to maintain the necessary certifications and/or licenses to function within their job classification. This shall include ensuring that all continuing education requirements established by medical direction and/or Arizona Department of Health Services (ADHS) are met allowing an employee to maintain their certification/license. Failure to maintain certification/license shall result in termination. All expenses associated with obtaining the appropriate continuing education and maintenance of certification/license shall be borne entirely by the employee.

23.2 The Company shall provide its emergency vehicle operator programs on a regularly scheduled basis at no cost to the employee. EMT-BASIC Employees will be paid their regular hourly wage or Overtime rate when applicable while attending the training.

23.3 The Company shall sponsor a limited number of basic EMT and ACLS (or equivalent) refresher courses and invasive skills and airway labs as approved by ADHS. If the employee wishes to attend a Company sponsored refresher course or lab this shall be provided at no cost to the employee.

23.4 The Company shall provide annually a Company approved training program, which may include topics covering OSHA requirements, company policies and procedures, harassment training, field documentation training, etc. The training may be provided via on line or utilizing electronic media. Should the company require physical attendance at the training class, the employees attending these training classes will be paid their regular hourly wage or Overtime rate when applicable.

23.5 The Company may also require mandatory attendance to other training programs or station meetings or area familiarization and education required by contracted customers of the company. Employees will be paid their regular hourly wage or Overtime rate when applicable while attending the training.

Article 24-Pay Checks and Pay Day

24.1 Employees shall accurately document and verify worked hours via a company designated time keeping system.

24.2 Failure to document or verify worked hours in a timely manner shall result in the employee not being compensated for those hours until the next regular scheduled pay date.

24.3 The Company shall mail or electronically deposit the employee's paycheck every two weeks.

24.4 Shortages in an employee's paycheck that are determined to be the error or fault of the Company shall be corrected by a manual check as soon as possible after discovery of such error, providing such shortage is more than \$100.00. Errors less than \$100.00 made by the Company or errors made by the employee, including failure to submit timed documentation as required, shall be corrected on the employee's next regularly scheduled paycheck.

24.5 The Company will notify the affected employee when the manual check is ready for pick up at the employee's appropriate human resource department. The employee will retain the option to have the check mailed to them.

Article 25-Discharge and Discipline

25.1 No non-probationary employee shall be discharged or disciplined without just cause. The Company agrees to apply progressive discipline, excluding discipline for gross misconduct.

The application of progressive discipline does not require the company to use each step of the disciplinary process for each type of infraction. Infractions of company policies that are of a different nature may result in the employee being disciplined at a higher level for the infraction based upon previous infractions of a different nature, up to and including termination.

25.2 The Company may use Last Chance Agreements where appropriate. Under no circumstances will any employee be required to sign any document that waives their right to just cause for discipline and/or the right to voice a complaint through the established grievance procedure. Any agreement signed by any employee that waives these rights shall be deemed invalid, in its entirety.

25.3 Examples of conduct that may result in an employee being discharged after a single incident include, but are not limited to:

- a. Unauthorized use of Company equipment.
- b. Using threatening or abusive language toward a supervisor or other proper authority.
- c. Insubordination by refusing to obey instructions or perform work as directed by a supervisor or other proper authority.
- d. Threatening, intimidating, or coercing another employee.
- e. Willful breach of company confidentiality.
- f. Documented violation of Substance Abuse policy.
- g. Falsification of personnel or other Company records.
- h. Physical assault upon a supervisor, member, employee customer, or anyone in authority, except in self defense.
- i. Theft.
- j. Falsifying patient information or other Company records.
- k. Use, possession, transfer, or sale of drugs on Company premises or at Company-sponsored events, or on Company business, and misuse of prescription drugs on Company premises at Company-sponsored events or on Company business.
- l. Unauthorized use of alcoholic beverages on Company premises, at Company-sponsored events or on Company sponsored business.
- m. Intentional or careless actions resulting in substantial damage of a major nature to Company equipment or property.
- n. Threatening of individuals with the use of deadly force or possessing a deadly weapon on Company premises.
- o. Behaving in a manner which discredits the Company or damages the image of the Company.
- p. Making unwelcome sexual advances to, or demanding sexual favors from, subordinates as a condition of continued employment, advancement, or receipt of any other terms or conditions of employment.

- q. Abandoning a scheduled shift. I.e. no call/no show, leaving the job without permission, refusal to hold over when required.
- r. Unjustified delaying of response to assigned traffic.

Article 26-Grievance/Arbitration Procedure

26.1 A “grievance” is an actual complaint or dispute that concerns the application of a specific provision(s) of the agreement in connection with a specific act(s) or situation(s), including disciplinary actions.

26.2 The provisions of this Article shall be the exclusive method to be followed by the Union and the employees in the adjustment or settlement of all grievances and disputes regarding the interpretation or application of this Agreement. The Union shall be the moving party. This Article does not survive the term of this Agreement.

26.3 The Company cannot file grievances.

26.4 Time Limitations. Any grievance not submitted to the Company in writing within thirty (30) days, shall be deemed abandoned and waived, thus preventing an accumulation of grievances.

26.5 Processing of Grievances. Grievances shall be processed in the following manner:

Step 1: The issue shall first be taken up between the employee involved and his immediate supervisor. It is the intention of the Union and the Company that every reasonable effort be made to settle issues at this level, but nothing in this article shall prohibit an employee from moving directly to Step 2.

Step 2: If no satisfactory settlement is reached under Step 1, then the issue becomes a grievance and shall be reduced to writing by the Union or the employee on forms supplied by the Union stating the specific provision of this agreement violated and shall be investigated and discussed by the Business Representative of the Union and a designated representative of the Company within fifteen (15) days of the date it was submitted in writing unless a longer time is mutually agreed upon.

Step 3: If no satisfactory settlement is reached under Step 2, then the Union may submit such written grievance to a designated representative of the Company for his final determination, and if not submitted to said person, the grievance shall be deemed waived and abandoned. The Company and Union shall meet and discuss the grievance prior to Company’s final determination. If the Union and the Company's representatives fail to reach a settlement of such written grievance within fifteen (15) days of the date it is submitted, for final determination, or within such additional time period as they may jointly agree on in writing, then the Union may request in writing that the grievance be submitted to binding arbitration unless it involves a matter specifically withdrawn from arbitration by virtue of the provisions of this Agreement. Submission to arbitration shall occur within twenty (20) days of the final determination or it shall be deemed abandoned and waived.

Step 4: Arbitration:

- a. Within ten (10) days after receipt of the request for arbitration, the Company's representative and the Union's representative shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the parties shall select from there one (1) arbitrator by alternately deleting names from the list until a lone name remains, the parties drawing lots to determine who shall be entitled to the first list deletion. The ten (10) day time limit period referred to above may be extended by mutual agreement of the parties in writing.
- b. The arbitrator selected in accordance with the above procedure shall decide the dispute and his decision shall be final and binding on the Company, the Union and the employee(s), provided the arbitrator shall only have authority to decide if the Company violated the express terms of this Agreement and he shall have no authority to add to, subtract from, supplement or modify this Agreement in any way or to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage rates on new or changed jobs or any existing job or to change any wage rate. He shall have no power to substitute his discretion in cases where the Company has retained discretion or has been given discretion by this Agreement. In the event that "just cause" is in dispute, the arbitrator shall be empowered to determine if just cause exist. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matters shall be referred back to the parties without recommendation on the merits of the case.
- c. The Company, in no event, shall be required to pay back wages for more than Twenty-one (21) working days prior to the date a written grievance is filed, unless such award is for a pay shortage which could not have been reasonably known by the grievant. In such case back pay may be awarded to the original date of the shortage. All awards of back wages shall be limited to the amount of wages the employee would otherwise have earned less any unemployment compensation or any other compensation for his services that he may have received from any source during the period. If the employee was out of the labor market or failed to make diligent efforts to apply or look for work during unemployment, no back pay shall be awarded for that period of time.
- d. The arbitrator shall not be empowered and shall have no jurisdiction to base his award on any alleged custom, practice or understanding, which occurred prior to the effective date of this Agreement.
- e. The arbitrator shall not be empowered to render a decision or award which grants relief extending beyond the termination date of this Agreement or to grant relief extending more than twenty-one (21) days prior to the presentation of the grievance, unless such award is for a pay shortage which could not have been reasonably known by the grievant. In such case back pay may be awarded to the original date of the shortage.
- f. The arbitrator shall not be empowered to hear more than one (1) grievance at any time unless it involves identical facts or unless the parties have otherwise agreed in writing prior to the proceeding.
- g. The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other, and the arguments presented in the written briefs of the parties. The arbitrator's

decision shall be final and binding upon the Company, the Union and the employee(s) affected.

- h. The fees and expenses of the arbitrator shall be borne equally by the parties.
- i. The burden of proof in any case before the arbitrator shall be on the Union or the employee(s).
- j. In cases of termination or disciplinary action where the employee has suffered a loss of pay, the Company agrees to use the Expedited Labor Arbitration procedure contained in Article 27 of this agreement if requested by the Union.

26.6 In cases involving unlawful discrimination, employment tort, violations of public policy or federal or state statutes, the employee has the option of using the Arbitration Policy and Procedures herein or the Company's Termination Dispute Resolution Policy as contained in the corporate handbook for non-union employees. It is the Union's and the Company's desire that all matters of termination, alleged discrimination, or employment tort shall be resolved in final and binding arbitration and not by resort to the Courts. In the event that this requirement of final and binding arbitration is deemed to be unlawful or unenforceable, the employee shall have the right to file a case in the appropriate Court for determination.

Article 27-Expedited Labor Arbitration

27.1 Upon the Union's request, when a grievance arrives at Step 4 of the grievance procedure and the grievance is for a termination the Union and Company shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the parties shall select from there, one (1) arbitrator by alternately deleting names from the list until a lone name remains, the parties drawing lots to determine who shall be entitled to the first list deletion. Ten (10) day time limit period referred to above may be extended by mutual agreement of the parties in writing.

27.2 If the Union or the Company does not submit the names that it would like to strike off the list within fourteen (14) days from the date the Company and the Union receives the list, the party who has struck names shall have the right to select the impartial arbitrator.

27.3 The arbitration shall be held in Maricopa Country.

27.4 Both parties shall work with the arbitrator to set the time and date of the arbitration in an expeditious manner.

27.5 The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments by both parties.

27.6 The arbitrator shall endeavor to complete the hearing within one (1) day.

27.7 The arbitrator shall render the award within ten (10) days from the closing of the hearing.

27.8 The award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary it shall be in summary form.

27.9 The arbitrator selected in accordance with the above procedure shall decide the dispute and his decision shall be final and binding on the Company, the Union and the employee(s), provided the arbitrator shall only have authority to decide if the Company violated the express terms of this agreement and he shall have no authority to add to, subtract from, supplement or modify this agreement in any way or to rule on any matter except while this agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage rates on new or changed jobs or any existing job or to change any wage rate. He shall have no power to substitute his discretion in cases where the Company has retained discretion or has been given discretion by this agreement. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matters shall be referred back to the parties without recommendation on the merits of the case.

27.10 The Company, in no event, shall be required to pay back wages for more than twenty-one (21) working days prior to the date a written grievance is filed, unless such award is for pay

shortage which could not have been reasonably known by the grievant. In such case back pay may be awarded to the original date of the shortage. All awards of back wages shall be limited to the amount of wages the employee would otherwise have earned less any unemployment compensation or any other compensation for his services that he may have received from any source during the period. If the employee was out of the labor market or failed to make diligent efforts to apply or look for work during unemployment, no back pay shall be awarded for that period of time.

27.11 The arbitrator shall not be empowered and shall have no jurisdiction to base his award on any alleged custom, practice or understanding that occurred prior to the effective date of this Agreement.

27.12 The arbitrator shall not be empowered to render a decision or award which grants relief extending beyond the termination date of this agreement or to grant relief extending more than twenty-one days (21) prior to the presentation of the grievance, unless such award is for a pay shortage which could not have been reasonably known by the grievant. In such case, back pay may be award to the original date of the shortage.

27.13 The arbitrator shall not be empowered to hear more than one (1) grievance at any time unless it involves identical facts or unless the parties have otherwise agreed in writing prior to the proceeding.

27.14 The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other, and the arguments presented in the written briefs of the parties. The arbitrator's decision shall be final and binding upon the Company, the Union and the employee(s) affected.

27.15 The fees and expenses of the arbitrator shall be borne equally by the parties.

27.16 If the Company or the Union refuses to meet at reasonable times and places for the purpose of selecting an arbitrator, selecting a date for the arbitration or fails to appear at the arbitration, an ex-partè hearing will be permitted.

27.17 If an ex-partè hearing occurs the Company, Union and the employee(s) will be bound by the decision and/or award issued by the arbitrator.

Article 28-Bereavement Leave

28.1 An employee may request leave from work for each death in the immediate family. The immediate family is defined as the employee's spouse, domestic partner, parent, child, brother, sister, grandparent, grandchild, mother in-law, father in-law.

28.2 Leave may be granted up to five (5) consecutive days. The amount of leave authorized and the start date of the leave are at the discretion of the employee's supervisor. If an employee needs more than five (5) consecutive days, the employee may apply for an un-paid leave of absence.

28.3 An employee shall be paid for their regular shifts scheduled during the five (5) day leave period.

28.4 The Company may require a document verifying the death.

28.5 An employee may request leave from work for up to five (5) consecutive days for each death of the following extended family members but will not be eligible for bereavement pay: Son-in-law, daughter-in-law, foster children, step children, step parents, step grandparents and in-law related grandparents. Employees will be encouraged to use any accrued PTO for the above events but it will not be mandatory.

Article 29-Family Medical Leave Act

29.1 An employee that has worked at least 12 months and has worked a minimum of 1250 hours during the 12 months immediately preceding the leave is eligible to apply for FMLA leave.

29.2 The FMLA provides an entitlement of up to 12 weeks of unpaid leave during any 12 month period for the following reasons:

- a. Birth and care of the employee's child or placement for adoption or foster care of a child with the employee;
- b. To care for an immediate family member who has a serious health condition; or
- c. For the employee's own serious health condition.

29.3 If the leave is foreseeable due to the expected birth or placement of a child, the employee must give 30 days notice. If the actual date of the placement of the child is unknown, the employee must provide notice as soon as possible.

29.4 An employee SHALL be required to use all available P.T.O. during their FMLA. On a case by case basis, the Company may waive the requirement to the P.T.O. while out on FMLA upon a showing of just cause.

29.4 Additional information regarding FMLA requirements is on file and available for review in the Human Resources Department.

Article 30-Union Release Time

30.1 The Company agrees to compensate Union officials or designated Union representatives for their time at Company and/or labor initiated meetings. This includes meetings for grievances, Labor/Management Committee, Safety Committee, Scheduling Committee, and station inspection meetings and union sponsored meetings at the request of the president. The Company agrees to discuss and will not unreasonably deny compensation for additional official Union business.

30.2 The union shall receive, during each year of this agreement, a maximum of three thousand (3000) hours of union release time. The president of Local I-60 must approve utilization of union release time, in writing. Members are responsible for filling their own shifts when feasible, with the exception of the president. Notification of the scheduling department shall be made using normal shift relief procedures.

30.3 Approval to be excused from a shift for Union business shall be based upon the business needs of the Company but shall not be unreasonably denied.

30.4 Payment for Union business leave must be requested on a specific Company approved time sheet and must be signed by the union president.

30.5 The President and Political director of the Local I-60 shall be removed from their shifts and paid at a fifty-six (56) hour work week. The Political director is designated by and answers to the President of the Local I-60.

Article 31-Personal Leave

31.1 An employee may request an unpaid personal leave for a compelling personal or medical reason. The employee must be specific about the reason and duration.

31.2 Personal leave must be applied for and approved by the Division General Manager and the Human Resources Manager. The decision to grant the leave will be based on but not limited to a satisfactory work performance record and management determination that the leave will not have an adverse effect on the operation.

31.3 Requests for personal leave will be granted for up to a maximum of 90 days. An employee may be required to exhaust all accrued PTO time.

31.4 Employee shall give seven (7) day notice of their intent to return to work.

31.5 Employees on personal leave shall not accrue seniority. Employees on personal leave shall not lose accrued seniority.

Article 32-Jury Duty Leave

32.1 Employees who are summoned and choose to participate in jury duty shall be paid for up to twelve (12) hours of pay, per day, FOR A MAXIMUM OF TEN (10) DAYS, for regularly scheduled hours missed due to the jury duty.

32.2 To qualify for jury duty leave, the employee must submit to his supervisor a copy of the summons to serve as soon as it is received. An employee will be expected to report to work as the court schedule permits.

32.3 Employees will be required to submit a document from the court providing the date and hours of jury duty served.

Article 33-Paid Time-Off Benefits and Vacation

33.1 The Company and the Union recognize the importance of uninterrupted periods of rest and relaxation for employees to maintain a healthy and positive work environment. Therefore, the Company and the Union have developed the following vacation plan for full-time employees.

33.2 The Company will provide employees with vacation based on permanently scheduled hours and tenure with the company. Employees may only use vacation that they have accrued.

33.3 Eligible employees accrue vacation based on their most recent full time hire date and scheduled workweek in effect at the time vacation is used according to the guidelines below.

- a. New employees will begin to accrue vacation time immediately upon hire using the table below and are eligible to use accrued time following six (6) months of employment.

	Weeks of Accrued Vacation	48 Hr/Wk Bi- Weekly Accrual	Vacation Hours 48	56 Hr/Wk Bi- Weekly Accrual	Vacation Hours 56
Months 00-11	1 RHE	1.85	48	56.00	2.15
Months 12-23	2 RHE	3.69	96	112.00	4.31
Months 24-35	3 RHE	5.54	144	168.00	6.46
Months 36-47	3 RHE	5.54	144	168.00	6.46
Months 48-59	3 RHE	5.54	144	168.00	6.46
Months 60-71	4 RHE	7.38	192	224.00	8.62
Months 72-83	4 RHE	7.38	192	224.00	8.62
Months 84-95	4 RHE	7.38	192	224.00	8.62
Months 96-107	4 RHE	7.38	192	224.00	8.62
Months 108-119	4 RHE	7.38	192	224.00	8.62
Months 120-131	4 RHE	7.38	192	224.00	8.62
Months 132-143	4 RHE	7.38	192	224.00	8.62
Months 144-155	4 RHE	7.38	192	224.00	8.62
Months 156-167	4 RHE	7.38	192	224.00	8.62
Months 168-179	4 RHE	7.38	192	224.00	8.62
Months > 180	5 RHE	9.23	240	280.00	10.77

33.4 The maximum bi-weekly accrual will be equivalent to 1/26 of the employee's maximum annual vacation accrual benefit as noted above at the employee's current regular hour equivalent.

- a. Other than the first 120 days of a military leave, employees do not accrue vacation during a leave of absence.

33.5 The vacation benefit is paid at the employee's pay rate in effect on the date(s) it is used and does not include incentive pay, bonuses, or other special forms of compensation.

33.6 PTO is not considered time worked for the purpose of calculating over time, except if PTO is taken in a full workweek block. Any regularly scheduled hours over 40 for that week shall be paid at time and one half. All other PTO shall be paid at straight time.

33.7 Vacation must be used in no less than 4-hour increments.

- a. Vacation time of 12 hours or less, should either start at the beginning of the shift or conclude at the end of the shift.
 - 1) A supervisor must approve a mid-shift request.

33.8 Employees may donate earned vacation time to another full time employee's PTO bank to assist an employee who may have insufficient hours to accommodate a leave.

- a. The Union shall assume responsibility to organize such donations and provide human resources with the necessary details.

33.9 Unused accrued PTO will be paid out within 30 days of the employees' anniversary date. Employees may elect to roll over a portion of their PTO (up to two weeks). In addition, carryover vacation time must be taken within six months following the anniversary date of the employee's most recent full time hire date.

- a. Accrued, non-used paid time will be paid to the employee at the employee's regular rate of pay in the pay period following the anniversary date of the most recent full time hire date.
- b. Vacation which is carried over and not used within the six month period will be forfeited, unless the employee has attempted to use the rollover PTO and the company has denied the request. If the company denies a PTO request during this rollover period the PTO shall be converted to sick time unless the employee's sick balance would as a result exceed 13 weeks accrued sick time. At which case the rollover PTO would be paid out to the employee.

33.10 Employees may be required to exhaust accrued vacation time while on an unpaid leave of absence that is not part of an administrative leave pending an investigation.

- a. Should an employee utilize accrued vacation time while on administrative leave for which the company would otherwise be held accountable for paying the employee, any utilized vacation time will be credited back to the employee upon returning to his/her regular duty.

33.11 All requests for vacation time must be received no later than 14 days prior to the requested date of vacation.

- a. All requests must be made electronically via Net-Scheduler.
- b. Employees will be notified within 48 hours of their approval or denial.

33.12 All vacation requests are subject to approval based on staffing needs in geographic locations.

- a. Vacation requests will be granted on a first come/first serve basis only.

- b. If more than one member of equal qualification puts in a request for vacation time on the same day for the same date of vacation, exceeding the allocated number of shifts for vacation, seniority shall decide which employee will be granted vacation.

33.13 Vacation accrued but not used will be paid out to a terminating employee at the time of their final paycheck, minus any debts owed to the company.

- a. Vacation time will be paid out at the employee's straight time rate of pay.
- b. If employment is terminated and vacation has been taken that has not been accrued, it will be deducted from the employee's final paycheck.

33.14 When employees have an approved work schedule change that alters their standard hours/RHE (regular hour equivalent), the rate at which they accrue vacation will be adjusted to a rate appropriate to the employee's years of service and maximum vacation accrual in accordance with this Article.

Short Notice Requests

33.15 An employee may request to take a portion of their PTO as a Short Notice Request as outline below:

- 1-2 years 1 Week of PTO
 - 3-15+ years 2 Weeks of PTO
- a. An employee must have PTO accrued to be eligible for a Short Notice Request.
 - b. Short Notice Requests must be turned in no later than 72 hours in advance unless the request is due to an illness. If the Short Notice Request is due to an illness or family emergency, the employee must call out 2 hours prior to the start of the shift and submit the Short Notice Request documenting the justification of the Short Notice Request within 2 days after returning to work.
 - c. On a case-by-case basis, Long Notice PTO hours may be used for short notice requests, once all Short Notice PTO hours have been exhausted. The request for utilization of Long Notice PTO in this manner must be submitted in writing to the Director of Human Resources documenting the justification for the request. The Director of Human Resources decision is final.
 - d. Unacceptable patterns of absences due to illness, misuse, misrepresentation of a continuing high level of usage may result in disciplinary action up to discharge. The Company retains the right to request medical documentation from a physician and/or an examination of the employee by a company authorized physician.
 - e. Due to the time required for processing, PTO may be delayed until the next regularly occurring pay period following the pay period in which the request was made.

Sick Time Pay

33.16 Full-time employees are eligible for paid time away from work due to personal illness or immediate family illness.

- a. Immediate family is defined as, and limited to, the employee's spouse, mother, father, child, sibling, grandchild, grandparent, parent-in-law, domestic partner, and "step" relationship of the previous listed family members.

33.17 Employees may elect to roll any portion of their accrued PTO into a sick bank of hours, within 30 day of their anniversary date. An employee can bank a maximum of Thirteen (13) weeks into sick time. Once PTO hours have been transferred to a sick time bank, those hours must stay in the sick time bank and cannot be reverted back to normal PTO. Hours that have been transferred into sick time cannot be cashed out for a monetary equivalent.

33.18 Sick leave shall be charged only against a member's regular workday, and shall not be charged for absence on pre-arranged overtime work, or unscheduled call-in overtime workdays.

33.19 The company reserves the right to request medical documentation to substantiate an employee's use of sick leave when an employee calls off for three or more consecutive shifts due to illness or should credible information arise indicating possible abuse.

- a. Failure to provide acceptable documentation may result in disciplinary action up to an including termination and/or denial of the requested benefit pay.
- b. The Company may require a physician's work release prior to resuming regular duty if an employee misses three or more shifts due to illness.

33.20 Sick pay for employees shall be paid at the employee's pay rate in effect on the date(s) it is used.

- a. Employees shall be required to exhaust accrued sick time as part of any unpaid leave of absence taken due to a medical condition of the employee or employee's family as defined in this Article.

33.21 Unused sick time is not paid out upon termination of employment.

33.22 Sick time is not considered time worked for the purpose of calculating over time, except if sick time is taken in a full workweek block. Any regularly scheduled hours over 40 for that week shall be paid at time and one half. All other sick time shall be paid at straight time.

33.23 Employees may donate accrued sick pay hours to another employee's sick time bank to assist an employee who may have insufficient sick hours to accommodate a leave.

- a. The Union's shall assume responsibility to organize such donations and provide human resources with the necessary details.

Article 34-Holiday Bonus

34.1 The following six (6) days are Company designated holidays:

- a. New Years Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day

34.2 Employees who work a complete shift that starts on a Company designated holiday shall receive a bonus of an additional twelve (12) hours of straight time pay. If the holiday shift is less than twelve (12) hours, the additional bonus pay shall be reduced to the actual numbers of hours worked.

Article 35-Job Classification

35.1 Bargaining unit employees shall be classified by the Company as an Emergency Medical Technician – Basic, Certified Emergency Paramedic (CEP), or Registered Nurse (RN).

35.2 All Job classifications may be required to perform any and all of the duties their certification enables them to do, and any additional duties the Company deems necessary for the purpose of maintaining efficient and orderly operations, provided the employee is able and qualified to perform these additional duties.

Article 36-Hourly Pay

Rates of Pay

36.1 Beginning with the first full pay period following the signing of this labor agreement, each active/current employee covered under this agreement will receive a 4% increase including retroactive pay for hours worked since July 1, 2009. This retro payment will be based on only hours worked in a position covered in this labor agreement.

36.2 Beginning with the first full pay period in July 2010, each employee covered under this agreement will receive a 2.5% increase.

36.3 Beginning with the first full pay period in July 2011, each employee covered under this agreement will receive a 3.5% increase.

36.4 EMT basics that upgrade their certification to the paramedic level shall receive no less than a 5% increase in their hourly rate of pay, or starting Paramedic wage, whichever is greater.

36.5 The company shall establish starting hourly rates of pay for newly hired employees, taking into consideration the employee's experience and certification level. Such starting hourly rate of pay shall not be less than the lowest hourly rate of pay of existing employees in that certification level.

Article 37-Retirement Funding

37.1 During this Agreement, the Company will make available to the employees covered by this agreement the 401(k) Plan that are made available to the regular, full-time, non-bargaining unit employees at the Company's Southwest EMS Region. These Plans will be made available to the employees covered by this Agreement on the same terms and conditions, as they are made available to the non-bargaining unit employees of the Company's Southwest EMS Region.

37.2 The company shall maintain the defined benefit retirement plan established in the 2003 bargaining unit agreement that will generate retirement funding based upon years of full time service which shall provide a 20 year retirement funding of no less than 50% of average earnings as identified in the plan at the time of retirement.

Article 38-Insurance Benefits

38.1 During this agreement, the Company will make available to the members covered by this agreement the health insurance, dental insurance, vision insurance, long term disability insurance, group-term life and voluntary supplemental life insurance and employee assistance program that are made available to the regular, full-time non-bargaining unit employees at the Company's Southwest EMS Group. These benefits will be made available to the members covered by this Agreement on the same terms and conditions, including member costs and contributions, as they are made available to the non-bargaining unit employees of the Company's Southwest EMS Group.

Article 39-Labor/Management Committee

39.1 The Company and Union recognize the importance of good open communication between the two organizations. In order to effect this, the following joint Labor/Management Committees shall be formed to openly discuss potential new programs, mutual concerns and problems, existing policies, or standard operating procedures, practices, procedures, job descriptions, customer/client needs, uniform issues, staffing levels, etc.

39.2 The Committee shall be limited to six (6) members of Management and six (6) members of Labor. Such committee shall meet not less than once per month. Labor and management shall each identify a co-chair to set the agenda and schedule the meeting.

39.3 Additional or fewer meetings of the committee may be convened by mutual agreement between the respective committee chairs.

39.4 Any Committee recommendations that require expenditures of Company funds, or result in a change to Policy shall be referred to the Regional President for final approval/denial.

39.5 The Company and the Union agree that the discussion of a Company instituted change, affecting wages, hours and/or terms and conditions of employment that does not result in a mutually acceptable resolution shall not be considered a waiver to bargain over that subject. Nor would a waiver to bargain exist if discussion over any Company instituted change in wages, hours and terms and conditions of employment resulted in a mutually agreeable solution that was subsequently rejected under Article 39.

Article 40-Existing Policies and Procedures

40.1 All existing Policies and Standard Operating Procedures not modified by this Agreement shall remain in effect during the duration of this Agreement unless modified pursuant to Article 40. The express provisions of this contract are the only limits imposed on Management. The Company has a right to set policies and standard operating procedures that are not inconsistent with the express terms of this agreement.

Article 41-Probation

41.1 All new hires are on probation for the first year of employment. Employees in their probationary period are considered “at will” employees, and may be terminated at anytime with or without reason and with or without advanced notice. The Union may represent employees in any disciplinary action in their probationary period. However, they do not have access in binding arbitration. The Company may extend the probationary period of an employee for a period not to exceed sixty (60) days, if it is determined that performance is not acceptable but termination is not an alternative pursued by the Company. A Union representative will be consulted prior to the extension.

Article 42-Company Rules

42.1 The Union recognizes the sole right of the Company to determine, establish, delete, eliminate and/or change its standard operating guidelines and personnel policies at any time the Company deems necessary. Any changes in the standard operating procedures and/or personnel policies or other rules or regulations shall not conflict with the terms of this Agreement or the procedures required by the National Labor Relations Act. In addition, current copies of all SOPs, current policies and procedures, and rules and regulations will be provided to the Union and updated as amended pertaining to the Union. Except in emergencies the Labor/Management Committee will meet and discuss the amendment, deletion, or addition of SOPs policies or procedures. It is understood that the members may be required to acknowledge receipt, in writing, of the written rules, policies, and operating guidelines and will be held personally accountable for complying with the rules, policies, and operating guidelines.

Article 43-Subcontracting of Work

43.1 Company reserves the right to subcontract work in order to expand its customer base and to fulfill obligations to its clients.

43.2 Company agrees to notify the Union per Article 5 of any instances that the Company wishes to subcontract work performed by bargaining unit employees.

43.3 Company agrees to discuss with the Union any subcontracting that the Company may wish to engage in and reexamine current subcontract through the Labor/Management Committee upon request.

43.4 Subcontracting shall not result in the layoff of bargaining unit employees, unless there would be an equal or greater loss of bargaining unit jobs without engaging in subcontracting. The Company agrees to meet with the Union to mitigate the impact of the layoff, if any.

43.5 Company agrees to limit the use of subcontracted labor to units which the Company is unable to fill with bargaining unit employees working a regularly scheduled work week. Or to units that are required to be staffed by contracted labor as a condition of a service contract between the company and a customer.

43.6 Nothing in this agreement shall limit the Company from using Advance Contract Labor (ACL).

Article 44-Longevity Pay

44.1 Every December 1st and June 1st of each year of this Agreement, employees who have completed at least ten years of full-time service but less than 15 years of full time service shall qualify for \$100.00 for each year of continuous full time service in excess of nine years.

44.2 Employees that have completed 15 or more years of full time service shall receive \$150.00 for each year of continuous full time service in excess of nine years, up to a semi-annual maximum of \$3,000.00 and an annual maximum of \$6,000.00.

44.3 Employees on industrial leave shall qualify for this payment for only the first six (6) months of industrial leave.

44.4 Payments will be made to employees who are active as of the date payment is made. Payments will be paid no longer than 30 days after the qualifying date.

44.5 An employee must be in good standing as of the qualifying date to receive longevity pay. Good standing shall be defined as not currently on probation for prior actions, being in compliance with attendance and timeliness policies, and maintaining acceptable documentation performance during the prior six (6) month period.

Signature Page

I.A.F.F. Local I-60: _____
Signature Printed Name Date

Southwest Ambulance: _____
Signature Printed Name Date