

PREAMBLE

The Purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Union, to provide for the equitable and peaceful adjustments of differences which may arise, and maintain proper standards of wages, hours and other conditions of employment in accordance with the National Labor Relations Act.

Both the Employer and the Union recognize that the delivery of Emergency Medical Services, pre-hospital care and other Employer services in the most efficient and courteous manner is of paramount importance to all parties. Such achievement is recognized to be a mutual obligation of the parties within their respective roles and responsibilities.

ARTICLE 1 – UNION RECOGNITION AND DEFINITIONS

Section 1.1 - Scope of Agreement

Rural Metro Florida, Inc., d/b/a Rural Metro Ambulance (“Company” or “Employer”) recognizes the IAEP Local R5 092 affiliated with SEIU/NAGE, (“Union”) as the sole collective bargaining representative of the employees of the Company employed in the unit for which it was certified by the National Labor Relations Board. This article is not intended to limit and does not limit the Company’s right to change, consolidate, or eliminate job classifications within the Bargaining Unit. The terms of “employees” and “bargaining unit members” are used interchangeably in this Agreement with no difference in their meanings.

Section 1.2 - Employee Definitions

(a) Full-Time Employees are employees who are scheduled to work at least seventy-two (72) hours based on a fourteen (14) day pay period.

(b) Part-Time Employees are employees who work an average of less than seventy-two (72) hours per fourteen (14) day pay period, over three (3) consecutive months. A Part-Time employee is required to be available to work a minimum of thirty six (36) hours per month. Employees may express availability as: available day, available night or available 24. Each Part-Time employee must express availability for one night, which as defined as starting after 3:00 p.m., or weekend shift per month as part of their availability. If requested to work on a date when the Part-Time employee has submitted their availability, they will be required to work the shift requested or be subject to one-half an occurrence under the attendance policy.

(c) Full-Time employees may change their status by submitting a written request to Human Resources. The employee must make the request at least thirty (30) days prior to the desired status change date. The Employer shall not unreasonably deny such requests. If such requests are denied, the Employer must state the reason in writing within five (5) days of receipt. Operational necessity shall not be deemed as a reasonable denial for such request.

(d) Part-Time employees may apply for Full-Time status by requesting such a change in writing to Human Resources. The employee must make the request at least thirty (30) days prior to the desired status change date. Full-Time positions shall be awarded based upon the classification seniority of the Part-Time applicant. The Employer shall not unreasonably deny such requests. If such requests are denied, the Employer must state the reason in writing within five (5) days of receipt. Operational necessity shall not be deemed as a reasonable denial for such requests.

Section 1.3 - Probationary Employees

All employees must successfully complete a ninety (90) day probationary period.

All new hires are on probation and may be terminated at any time during the probationary period for any legal reason. Employees in their probationary period do not have access to the grievance procedure regarding discipline and discharge.

Any person hired as a Full-Time employee may not change their status to part time for at least a period of 1 year or be subject to separation of their employment.

The probationary period for individual employees may be extended upon written agreement between the Company and the Union.

ARTICLE 2 - EMPLOYEE RIGHTS

Section 2.1 - Hazardous Conditions - Unsafe Equipment

No employee shall be required to work under hazardous conditions or with unsafe equipment which would be hazardous to his or her co-workers and/or patient's health and safety. Employees who become aware of hazardous conditions and/or unsafe equipment must notify the on-duty supervisor as soon as possible. No employee will be subject to discipline directly related to the reporting of a health or safety problem or situation or refusing unsafe/hazardous work.

Section 2.2 - Rules Governing Personal Standards

Rules and regulations governing the personal standards of conduct of employees shall be reasonable.

Section 2.3 - Weingarten Rights

An employee shall be afforded a Union representative, if requested, during any meeting which may result in discipline. Nothing contained in this agreement shall be construed to deny any employee rights under Civil Rights Laws or under applicable National Labor Laws and Regulations. The member of management conducting the interview is obligated by this agreement to inform the team member if the-meeting could result in disciplinary action.

Section 2.4 - Formal Reprimands

All formal reprimands will be conducted in a private environment when possible.

ARTICLE 3 – MANagements RIGHTS

Article 3.1 - Managements Rights

The parties agree that the success of the Company requires clear management authority and freedom to make decisions and to operate its business in an efficient manner. The Company retains the exclusive right to manage the business of the Company and to direct the workforce. All matters related to the Company, its operations and employment with the Company are exclusively within the jurisdiction and control of the Company, except those matters relating to wages, hours of work and other conditions of employment that are specifically set forth in this Agreement. These rights include, but are not limited to, the right to plan, direct and control all work activities; to establish, modify and eliminate facilities, methods of operation and work practices; to discontinue the performance of any operation by employees; to determine the number and classifications of employees required; and except as expressly modified by specific provisions in this Agreement; the right to select, hire, assign, promote, demote, transfer, or to

layoff for lack of work or other legitimate reasons without discrimination; the right to discipline, suspend, or discharge employees for just cause; the right to determine the methods of equipment, machinery, or facilities to be used; the right to extend, alter, suspend, discontinue, limit, or curtail operation, the right to merge, sell or transfer some or all of its business; the right to determine the extent and nature of the work to be performed; the right to issue, enforce, and change reasonable rules, regulations, policies, procedures, and work standards; the right to issue, enforce, change, or terminate drug and alcohol testing policies and procedures; the unilateral and unrestricted right to subcontract work as long as the Company lacks the necessary equipment or personnel to comply with its contractual obligations with respect to mutual aid or disaster or when mutually agreed between Union and Company in the event of severe employee shortage. The rights, functions, and responsibilities of the Company mentioned or referred to in the Article should not be deemed to exclude other rights, functions, and responsibilities mentioned.

Section 3.2 - Operating Procedures - Personnel Policies

Any changes in standard operating procedures and/or personnel policies or other rules and regulation shall not conflict with the terms of this Agreement or the regulations set forth in the National Labor Relations Act. The Company shall provide each employee and the local Union with a copy of current personnel policies and standard operating procedures. All changes and updates will be communicated to all employees. It is understood that the employees will be required to acknowledge receipt of rules, policies and operating procedures and will be held personally accountable for complying with the rules, policies, and operating procedures.

Section 3.3 - Contract Minimums

This agreement specifies the minimum wages and working conditions for employees covered hereunder. The Employer shall have the right to increase compensation above that which is minimally required under the terms of this agreement, provided that any extra compensation is based on business needs and applied fairly within each job classification. Employer agrees to notify the Union at least fourteen (14) days in advance of any planned compensation increase.

ARTICLE 4 - UNION RIGHTS

Section 4.1 - Union Stewards

The Company will recognize stewards when the local Union officer notifies the Company in writing of their names. The Union shall have the right to designate a total of one (1) Union steward per twenty (20) bargaining unit employees. The Union shall notify the Employer in writing of those designated as stewards within seven (7) days of the execution of this agreement and within seven (7) days of any change of such designations.

Section 4.2 - Union Release Time

One steward per grievant shall be permitted to investigate, present, and process grievances during the regularly scheduled time without loss of pay or benefits provided such meetings during work time do not unduly interfere with the normal, routine operations of the employer, as determined by management.

Section 4.2a - Union Business Leave

Five (5) Union delegates may be granted unpaid leave from duty to attend the convention of the National Association of Government Employees for seven (7) days. Such leaves will require a minimum of fourteen days advanced written notice. These employees have the option to utilize their benefit time during said leave.

Elected/appointed officers or members of the local may be granted unpaid leave from duty to attend meetings of the I.A.E.P. and local R5-92. These employees have the option to utilize their benefit time during said leave. Such leaves will require a minimum of fourteen days advanced written notice. At no time should this leave exceed seven (7) days.

Section 4.3 - Bulletin Boards

The Union bulletin boards shall be in a location that are mutually agreeable to management and the Union, where permissible are routinely visible to on duty and off duty employees. The Employer agrees to provide a bulletin board for use by the Union. All Union notices which appear on the bulletin boards shall be posted, and removed by the Union President or his/her designee. No material may be posted on the Union bulletin boards that contain the following:

- Personal attacks upon any employee;
- Scandalous, scurrilous, or derogatory attacks upon the administration and/or policies, procedures, or other business related decisions;
- Attacks on any other employee organization, regardless of whether the organization has local membership; or
- Attacks on and/or favorable comments regarding a candidate for public office, or for office in an employee organization.

Should the Company find posted material to be objectionable in nature, it may be removed and the Union President shall be notified immediately; and the Union agrees to meet and discuss removal or modification of postings. Employees may not sell merchandise, solicit financial contributions, or solicit for any other cause that is non-Union related, on the bulletin board without prior approval from the Company.

There shall be no other general distribution of non-Union materials by employees of pamphlets, advertising, or political material, or any other literature, electronic, or printed, upon the Company's property, or using equipment provided by the Company, other than is herein provided.

Section 4.4 - Bargaining Unit Work – Subcontracting

Bargaining unit work will be performed by bargaining unit members. All available overtime hours will be offered to bargaining unit members first. Supervisors may be utilized to fill vacancies on the schedule when bargaining unit personnel are unavailable to do so or in the case of an emergency such as a 911 call or as otherwise allowed by this agreement.

Section 4.5 - Sub Contracting

The Company agrees that during the term of this Agreement it shall not subcontract calls, except in the cases of natural disasters or emergencies declared by governmental authorities. Mutual aid calls shall not be considered subcontracting under this agreement.

Section 4.6 - Outside Work

Employees may not work for the following ambulance services without the Employer's approval:

- American Ambulance
- AMR

If any other ambulance service is believed by the Company to be a direct competitor, the parties agree to meet for the purpose of negotiating whether to add that service to the list herein.

Section 4.7 - Changes in Employment Status

The Company shall furnish the Union with the name, address and position of all newly-hired employees covered by this Agreement, as soon as practical, but in any event no later than fourteen (14) business days following the employee's date of hire. The Company shall notify the Union of any change of employment status of employees in the bargaining unit (new hire, separation from employment, transition to Full-Time or Part-Time status) within fourteen (14) business days of the effective date of such action. The foregoing provisions shall be subject to applicable provisions of federal, state and local laws.

Section 4.8 - Union Access

The National representatives of the Union shall have access to the Employer's facilities or work stations (collectively "facilities") when necessary to investigate a grievance or to conduct Union business, provided reasonable written notice of the time and place and reason for the visit is given to the Division General Manager, or his/her designee. E-mail notification shall constitute written notice. The Union agrees that during visits, the National representatives shall not interfere with operations of Employer's business or the performance of work by any employee.

ARTICLE 5 - UNION MEMBERSHIP - SECURITY

Section 5.1 - Union Membership - Union Dues

The Company agrees, upon written voluntary authorization of any bargaining unit member, to deduct from the pay of such employee during each pay period dues owed to the Union as may be legally deducted during the immediately preceding pay period, provided the employee has regularly worked an average of four (4) hours per week. Remittance of the aggregate amount of all deductions shall be made to the Union by check each pay period. The Union shall, initially, notify the Company as to 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 fifteen (15) days after such notification has been given. Voluntary authorization forms signed by the employees shall be furnished by the Union to the Company. All previous check-off authorizations filed with the Company shall be recognized in accordance with their terms.

Section 5.2 - 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.

Section 5.3 - Union Membership

The Company will not discriminate against any employee because of his membership in the Union or because he/she is serving as a representative of the Union.

Section 5.4 - COPE Check-Off

Upon the receipt of an individual, voluntary, written and un-revoked check-off authorization from an employee in the bargaining unit, the Employer will deduct from the pay of such employee during the first pay period of each month a sum equal to that amount authorized by such employee. The Employer agrees to remit such deducted sums to the International Association of EMTs and Paramedics at 159 Burgin Parkway, Quincy, MA 02169. Said sum shall be sent separately from and accounted separately from dues. Employees may revoke their authorization for COPE check-off at any time.

Section 5.5 - New Employee Notice - Orientation

The Company agrees to allow the Union to hold a New Employee Orientation Program (NEOP) meeting at Company designated facilities at times that are mutually agreeable to both parties. The Union shall be given at least one week's notice before each NEOP. The Company will allow a duly authorized Union representative, with no loss of pay, to describe the collective bargaining agreement, employee's rights, and the Union itself. The orientation will last no longer than thirty minutes and the Company has the right to be present

Section 5.6 - Employee Lists

On or before the 15th of each month, the Employer will by e-mail provide the Union President or designee with the following information for all bargaining unit team members as of the end of the previous calendar month: Name, address, telephone number, email address, classification, date of hire, date of separation (for those team members who separated during the previous calendar month), and notification that the team member is on a leave of absence or on layoff.

ARTICLE 6 – EQUAL EMPLOYMENT OPPORTUNITY AND NON DISCRIMINATION

Section 6.1 - Non Discrimination

It is the Company's expressed policy and the parties agree that there shall be no discrimination against any employee or any applicant for employment by the Company, employee, or by the Union because of race, color, national ancestry, religion, union affiliation or non-affiliation, veteran's status, sex, age, marital status, national origin, gender identity, qualified disability or sexual orientation. Except as required otherwise by affirmative action requirements in Company contracts or federal, state, or local laws, this commitment to equal employment opportunity includes but is not limited to hiring, placement, upgrading, transfer or demotion, recruitment, advertising or solicitation for employment, training during employment, rates of pay, or other forms of compensation, selection for training, and layoff or termination.

Section 6.2 - Sexual Harassment

The Union and the Company agree that sexual harassment is a form of misconduct, which undermines the integrity in the employment relationship and cannot be tolerated in the workplace. Any conduct, whether committed by any Rural/Metro employee, which falls within the definition of sexual harassment as defined in the Equal Employment Opportunity Commission standards is prohibited and will be investigated fully in accordance with the Company's sexual harassment policy and procedures.

Section 6.3 - Gender Intent

Whenever any words used herein are masculine, feminine, or neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply.

ARTICLE 7- SENIORITY / LAYOFF-RECALL

Section 7.1 - Company Seniority

Company seniority shall be defined as an employee's length of service with the Company from his/her date of hire. A voluntary or involuntary termination of employment of more than thirty (30) days will result in a forfeiture of Company seniority.

Full-Time/Part-Time seniority shall be defined as an employee's unbroken length of Full-Time service within the bargaining unit classification (i.e. EMT, Paramedics). Seniority shall be frozen when an employee changes status from Full-Time to Part-Time for a period not to exceed twenty-four (24) months. An Employee who returns from Part-Time to Full-Time shall be

credited with one-half of their period of Part-Time service as Full-Time seniority. Effective upon ratification, employees may not change status from Full-Time to Part-Time more than one instance in a rolling 12 month period or they may be subject to separation of employment.

Section 7.2 - Job Classification Seniority

Employees who change classifications shall be credited one half of their previous classification seniority. Part-Time employees who change to Full-Time status within the same classification shall have one-half of the length of their Part-Time service credited as Full-Time classification seniority.

Section 7.3 - Layoff

For purposes of this Article, employees will be laid off by classifications of EMT or Paramedic, subject to their qualifications and the Company's need as described in this Article.

Section 7.4 - Notification

The Company shall notify the Union and affected employees of any reduction in hours as far in advance as possible. In no event shall such notice be less than fourteen (14) calendar days.

Section 7.5 - Voluntary Layoff Procedure

Prior to an involuntary layoff, employees shall be solicited first for a voluntary layoff within classification. If there is still a need for additional layoffs, employees shall be laid off based on inverse classification seniority, providing the remaining employees are capable of doing the work specified by federal, state, and Company requirements for the position without training. Consistent with the requirements of the Company, the senior employee affected by a reduction in force may take layoff, rather than displace a more junior employee.

Section 7.6 - Involuntary Layoff Procedure

If a Full-Time employee is affected by a layoff, they shall be allowed to use their classification seniority to move to another classification if the Company deems that they possess the necessary qualifications and that the employee accepts the corresponding new hire level of pay using the transferred classification seniority.

Section 7.7 - Recall

In the event of a recall from layoff, employees shall be recalled to their position from which they were laid off in the reverse order. No new employees shall be hired to fill a position from which an employee has been laid off until the position has been offered to employees laid off who are qualified.

Section 7.8 - Recall Procedure

Laid off employees shall be given notice to return to work by certified mail to the last known address. The Union shall be sent a copy of all notices of return to work. Employee shall notify the Company of their proper post office address, and the Company shall rely upon the last address furnished by the employee. Any disagreement as to the application of this Article will be subject to the grievance procedure.

Section 7.9 - Seniority lists

Every six (6) months, the Employer shall post one (1) seniority list of all regular Full-Time employees covered by this Agreement, and one (1) seniority list of all regular Part-Time employees covered by this Agreement, both of which shall include each employee's most recent date of hire and classification seniority.

ARTICLE 8 - NO STRIKE - NO LOCKOUT

Section 8.1 - No Strike/No Lockout

The nature of Emergency Medical Services is one of community trust that is assumed and expected by the citizens of the communities we serve and this Article is to expressly state that we will not jeopardize that trust. It is expressly agreed that during the term of this Agreement, Union agrees that there shall be no work slowdowns, stoppages, strikes, or sympathy strikes nor picketing against the Company whatsoever. The Company agrees not to lockout employees. These no-strike provisions shall be broadly construed to prohibit all strikes by employees, no matter the reason for the strike, and regardless of whether the strike is over a matter within the contemplation of the Union or the Company at the time this Agreement is signed. Should such conduct occur, the Union shall immediately take prompt affirmative action to stop the employees from taking such action and shall immediately and in good faith disavow the violation in writing, to the Company, as an illegal strike, insist that the employees involved cease such violation, and use all means within its power to end such violation as soon as possible. The Company shall be entitled to discipline, up to and including discharge, employees who violate this Article, subject to the terms of this Agreement. The Union agrees that no employee shall refuse to cross picket lines of any labor organization for any patient care or task related to a patient transport. Such refusal shall be just cause for disciplinary action up to and including discharge without prior warning.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

Section 9.1 - Corrective Action Defined

The Company shall have the right to discharge, suspend, and/or discipline an employee for just cause and shall state in writing to the employee and Union President the reason for such action. If the employee or Union believes such action to be unjustified, the matter may be pursued through the grievance and arbitration provisions of this Agreement

Section 9.2 - Progressive Discipline

The Company and the Union recognize the concept of progressive discipline. The Company shall follow progressive disciplinary procedures before discharging an employee. The Company and the Union understand and agree that each individual case must be judged on its own merits. Serious or repeated offenses may call for discipline that is commensurate with the offense or total situation and not necessarily based upon the premise of progression.

Section 9.3 - Nature of Complaint

No disciplinary action shall be instituted based on the complaint of anyone unless said complaint is reduced to writing and delivered to the Employer or his/her designee and a copy thereof delivered to the employee on or before the time of discipline.

Section 9.4 - Warning Notices - Time Limits

To be considered valid, warning notices must be issued for signature to said employee within fourteen (14) business days after the Company became aware of the occurrence of the misconduct claimed by the Company in such warning notice. If unable to contact said employee within the fourteen (14) business days, warning notices may be held until employee's next scheduled shift and in each case the Company needs to notify the Union President or his/her designee in writing (may be done via e-mail).

The Company may maintain such notices on file as part of the employee's employment history as follows:

- Verbal Warning Nine (09) Months
- Written Warning - Twelve (12) Months
- Suspension / Final Written Warning - Twelve (12) Months

The Company shall not use expired disciplinary notices as part of progressive discipline.

Section 9.5 - Termination Notices

Discharge must be by proper written notice to the employee affected, with a copy to the Union, within fourteen (14) business days after the Company becomes aware of the occurrence of the misconduct claimed as the basis for the discharge.

Section 9.6 - Discipline for Attendance

Discipline for attendance shall be governed by the Company's Non-Exempt Attendance policy (HR-28), as revised effective October 2012; provided, however, that the Division General Manager, upon the recommendation of the Operations Manager, may excuse late punches exceeding 30 minutes for documented road closures if that road is reasonably believed to be the known commute from employee's place of residence to the station.

Section 9.7 - Coaching Memo

This is the first step in correcting minor conduct or performance problems. The supervisor meets with the team member and explains the standard or expectations; explains the reason for the standard or expectation; informs the team member that current behavior or performance is not meeting expectation; asks team member for explanation and commitment to correct the situation; offers assistance, including training; expresses confidence in the team member; and, after the meeting, follows up with a memo confirming the content and expectations that were discussed. A copy of this memo is given to the team member and placed in the employee personnel file and is not considered disciplinary in nature.

ARTICLE 10 – GRIEVANCE PROCEDURE

Section 10.1 - Informal Process

Prior to invoking Grievance Procedure: Employees are encouraged to resolve problems with their immediate supervisor or the local Human Resource representative before resorting to the grievance procedure, except in situations involving suspension, or discharge. When an employee attempts to resolve their issue directly with management, the management representative shall engage in a prompt and problem solving approach. This section does not waive or change the process or time frames of the grievance procedure below.

Section 10.2 - Definition of a Grievance

A grievance shall be defined as a dispute between the Company and the Union, or an employee or a group of employees, as to the interpretation, application or violation of any terms or provisions of this Agreement and shall be processed in the following manner.

Section 10.3 - Grievance Process

The grievance will be reduced to writing and submitted to Human Resources in a timely fashion. Failure to submit a grievance to the Company in writing and in a timely fashion shall constitute a bar to further action thereon.

STEP ONE:

The employee or the Union through its shop steward, Local Executive Board, or National Representative shall submit the grievance in writing via certified mail, or hand delivery to the Operations Manager or his/her designee within fourteen (14) business days of the occurrence giving rise to the grievance, or at the time the grievant or Union became aware of the occurrence. Grievances sent certified mail shall be deemed timely if post marked fourteen (14) business days from the date of the occurrence. The Operations Manager or his/her designee, (the designee may be an operations manager, or other manager, but will not be the person who issued the discipline), shall meet with the grievant and his/her representative within seven (7) business days and give his/her answer in writing within fourteen days after such discussion.

Grievance Consolidation:

If more than one (1) employee has filed the same basic grievance, such grievance shall be, if mutually agreed between the Union and Company, consolidated and processed as one (1) grievance by the Union at Step Two on behalf of the affected Employees.

STEP TWO:

If the procedure in Step One fails to resolve the grievance then, within fourteen (14) business days after the receipt of the Step One answer, the grievance shall be submitted to the Division General Manager or his/her designee. The parties shall meet in an attempt to resolve the issue within ten (10) business days after the receipt of the grievance. The Division General Manager or his/her designee shall respond in writing within twenty-one (21) business days from the date of the meeting.

STEP THREE:**VOLUNTARY MEDIATION**

The parties encourage the use of non-binding mediation as an alternative means of settling disputes prior to arbitration. Within seven (7) business days of the receipt of the reply to the grievance at Step Two, the parties shall meet to discuss submitting the dispute to mediation. If either the Union or Company requests mediation, mediation shall occur.

The mediation costs are to be shared as follows:

- One, the requesting party agrees to pay the full costs.
- Two, if mediation is mutually agreed, the costs will be shared equally.

The use of mediation is entirely voluntary; the recommendations of the mediator are non-binding. The American Arbitration Association (AAA) shall be the permanent mediator whose function it will be to hear the contentions of the parties, review pertinent documentary evidence, and provide the parties with recommendations on how the dispute should be resolved. The mediator's recommendations shall be given orally. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal. Any agreement reached in the above procedure shall be reduced to writing and shall be binding upon the Company, the Union and the employees involved.

STEP FOUR:

ARBITRATION

If no settlement is reached by the parties in Step Three, the Union may refer the grievance to arbitration by submitting a written demand for arbitration to the Company Division General Manager within twenty-one (21) business days from the date of the Mediator's recommendation or the Step Two response, whichever is appropriate. The Union's written arbitration demand must state the issue being appealed. The American Arbitration Association (AAA) shall be requested to submit a list of nine (9) qualified arbitrators in the Orlando area, from which list the arbitrator shall be selected by each party alternately striking one (1) name from the list until only one (1) name remains. A coin toss will determine which party is to strike first. The decision of the arbitrator shall be final and binding upon the parties.

Section 10.4 - Termination Grievances

In the event of a termination, the Union may go directly to the final step of the Grievance procedure (mediation) prior to arbitration.

ARTICLE 11 – WORK SCHEDULES - WORKWEEK

Section 11.1 - Work Schedules

Based on the needs of the operation, the Employer has the right to determine and establish work schedules. The Union will be given thirty (30) days' notice of a major shift change. A major shift change shall be defined as any change affecting greater than fifty percent (50%) of the bargaining unit members within a job classification.

Section 11.2 - Workweek

The workweek shall be defined as beginning 00:00hrs on Saturday morning and ending at 23:59 hrs the following Friday.

Section 11.3 - Weekly Overtime

All employees shall be compensated at a rate of one and one half (1 1/2) their regular pay for all hours actually worked in excess of forty (40) hours in one week. Sick and vacation time will not be included in this calculation.

Section 11.4 - 24-Hour Move Ups

The Company shall endeavor to post 24-hour units that are moved up at Company stations with universal access, fire stations or other locations that have adequate facilities to allow the crews proper rest, where operationally feasible. Similarly, the Company shall endeavor to post Day Car crews in locations that allow easy access to adequate, clean restroom facilities, where operationally feasible. When a crew is posted at a fire station, they shall have access to that station if permitted by that Fire Department.

Section 11.5 - Holdover

An employee already at work may be required to work a period of time immediately following the conclusion of an assigned shift. This period shall be defined as "Holdover". A holdover shall be defined as any duty assignment that prevents an individual or crew from clocking out at their scheduled end of shift time. The only exception to this definition is time spent completing a call that has been assigned prior to the end of the regularly scheduled shift (otherwise defined as a late call) including travel time back to the employee's deployment location, which shall be paid at the employee's current rate of pay, unless the employee is involved in the process of transporting a patient for greater than one-hour past their off-time. The employee shall then be

compensated at the mandatory holdover rate for all hours beyond the end of the regular shift. If any employee is assigned a call while on holdover status all holdover compensation shall begin at the time the employee(s) regular shift was scheduled to end.

Any time spent completing a call assigned prior to the end of the regularly scheduled shift will be applied to the cumulative, total requirement that limits the number of hours an employee may be held over, which is three (3) hours. Should the potential for a holdover arise, a reasonable effort will be made by the on-duty supervisor, or his/her designee, to find voluntary coverage before a holdover is implemented. Any employee that is on holdover shall not be required to work longer than three (3) hours beyond their regularly scheduled end of shift time without the employee's agreement. However, an employee on holdover shall be required to respond and complete any assigned call regardless of the amount of hours on holdover. Employees on holdover shall be utilized for any call and area coverage.

Employees working 16 hours shifts shall be afforded an 8 hour break between shifts. Should they be affected by a holdover, their start time for their next scheduled shift shall be adjusted to facilitate this break. Employees working a forty eight (48) hour shift will be exempt from holdover except in a declared state of emergency.

Section 11.6 - Holdover Compensation

Compensation for all hours defined as "Holdover" shall be compensated at two times (2x) the employee's current rate of pay.

ARTICLE 12 - SHIFT AVAILABILITY AND BIDDING PROCESS

Section 12.1- Filling Shift Availability

Based on the needs of the operation, the Company has the sole right to determine, establish, and change work schedules, including starting times, lengths or types of shifts, and the mix of different types of shifts. All revised shift schedules will be posted with fourteen business (14) days' notice to the Union President or his or her designee in advance of implementation, except in emergencies.

The assigning of available shifts will be filled in the following order:

1. The schedule will be posted three pay periods ahead. Part-Time employees must have availability in Net Scheduler in the format of shift pick up requests or availability in the availability section of Net Scheduler no later than the 20th of each month for the following month. Those employees will not be allowed to schedule any hours that would produce over-time pay. Shifts will be awarded based upon Company seniority for the following month.

2. Shift pick-ups or availability entered by Part-Time employees after the 20th of the preceding month will be awarded based on first-come-first-serve. Those employees will not be allowed to schedule any shifts that produce overtime.

3. One week prior to available shifts, any Full-Time or Part-Time employees shift pick ups or availability will be awarded based on seniority regardless of overtime. Employees shall be notified within 24 hours if their requested pick up or availability is awarded.

4. 72 hours prior to an available shift, it shall be filled on a first-come basis.

In the case where a Full-Time employee is placed into a permanent shift, returns from an approved leave, or where a specific shift is eliminated, the filled shifts will be cancelled for other employees. In this circumstance, the scheduler will notify all involved as soon as possible, but in no case less than twenty-four (24) hours prior to that shift.

Section 12.2 — Complete Classification Shift Bidding

In the event that a complete shift bid is necessary, the following point system will be used:

- Employees will earn 1/2 a point for each full month employed as a Full-Time EMT.
- Employees will earn 1 point for each full month employed as a Full-Time Paramedic.

Section 12.3 — Shift Bid Trigger

In the event that a condition develops that affects the schedule of at least fifty percent (50%) of any bargaining unit classification, a complete re-bid will be initiated for that classification. If the Union and the Company agree that it would be beneficial for more than one classification to re-bid at the same time, then it will be accomplished as one re-bid (*example: EMTs and Paramedics*). Anytime that the Union and the Company agree, there will be a re-bid.

Section 12.4 - Partner Bidding

Two employees who would like to work together will be allowed to submit a joint bid. The combined average seniority of the two partners will be used to determine seniority for partner bidding.

Section 12.5 - FTO and Preceptor Bidding

FTO and Preceptors shall be awarded shifts based on merit as determined by a committee consisting of the HR Manager, in-house Medical Director, and the Clinical Services Manager. In the event all employees are equally qualified then classification seniority shall be the tie breaker.

Section 12.6 - Bidding for Open Shifts

When a shift becomes vacant; the employer shall post a notice of such vacancy on Net Scheduler for a period of seven (7) calendar days. Postings will include scheduled times and type of unit. Such bid request will be awarded using the following list, in descending order:

1. Employees who have their shifts eliminated shall be given top priority to select open shifts.
2. The employees with the most classification seniority.
3. A Part-Time bargaining unit employee moving to Full-Time.
4. New Hire employees

The Union and Management agree that special circumstances may be an overriding factor and both parties shall be in agreement if this option is the deciding factor.

Bids will be awarded within seven (7) days.

Section 12.7 — Special Assignment Bidding

Management reserves the right to fill special duty assignments with the appropriate personnel necessary based on the customer needs of the detail as well as the skill and ability of the employee.

Section 12.8 - Inexperienced Employee Bid Exception

The Employer shall have the right to assign shifts for all new employees. Therefore, all new employees are exempt from bidding for shifts until released by their FTO and Training Department. New employees shall not work overtime shifts prior to being released by the FTO and Training Department, unless the new employees are working with an approved FTO.

Section 12.9 — Reporting Pay

Any regularly scheduled employee who reports for work and is not put to work, or is prevented from completing their shift through no fault of their own, shall be compensated for the entire scheduled shift. The regularly scheduled employee may voluntarily opt to be sent home early without pay for the remainder of their scheduled shift or, at the discretion of the Company, be assigned another partner. To receive such compensation, an employee must work if requested to do so by the Company, and the employee may be assigned to do other work. The nature of the work assigned to the employee shall be similar to those duties typically performed and for which the employee is qualified. Scheduling priority will be granted to employees affected by such loss of regularly scheduled hours in the current or immediately following pay period

ARTICLE 13 - SHIFT TRADES

Section 13.1 - Procedure

Employees covered by this agreement may be allowed to swap shifts in accordance with the following procedures: A Net Scheduler-completed shift exchange request must be directly approved by the appropriate supervisor or scheduler at least three (3) days prior to the requested trade or time off except in cases of emergency. The Operations Manager or their designee may waive the deadline requirement at their discretion, mindful of fairness and equity. Shift trades shall be for full shift or portions of shifts greater than (four) 4 hours. Trades shall be completed within the same pay week. The employee who works the traded shift shall work and be paid for that time on that payroll period check. A shift trade shall not cause any additional cost to the Company. It shall be the responsibility of the employee who signs for the shift to see that the shift is covered. A shift trade shall not place an employee in violation of Company policy regarding continuous duty. A shift trade shall not cause an employee to be late for their regular shift.

ARTICLE 14 - HOLIDAY USE AND COMPENSATION

Section 14.1- Holidays

The Company recognizes and compensates for certain holidays per calendar year for fulltime employees. The Company will pay for holidays only if the individual works the specified holidays. Compensation is at two times (2x) the regular rate of pay for hours actually worked on any of the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day

- Thanksgiving
- Friday after Thanksgiving
- Christmas Day

Section 14.2 - Holiday Eligibility for Part-Time Employees

Both parties agree that the employer will provide premium (one and 1/2 times regular rate of pay) holiday pay to Part-Time employees who maintain a minimum of thirty six (36) hours in the previous month.

Section 14.3 Religious Holidays

Employees wishing to observe a religious holiday not designated as a universal holiday may take a vacation day, time off without pay, or do a shift trade. All Company policies regarding these will apply and requests must be submitted to the Operations management team at least two weeks in advance and will be approved based on operational needs.

ARTICLE 15 - VACATION

Section 15.1 - Eligibility

The Company recognizes the importance of uninterrupted periods of rest and relaxation for employees. Eligible employees accrue vacation based on their Full-Time anniversary years of employment and scheduled workweek in effect at the time vacation is used according to the guidelines below. New employees will begin to accrue vacation time immediately upon hire.

Section 15.2 Accrual

<u>Years of Employment</u>	<u>Annual Vacation Accrual</u>
0-4	2 weeks based on RHE
5-10	3 weeks based on RHE
11-14	4 weeks based on RHE
15+	5 weeks based on RHE

Employees will accrue vacation on a bi-weekly basis, which will be equivalent to one-twenty-sixth (1/26) of the employee’s maximum annual vacation accrual benefit. (i.e. a 24 hour employee with 0-4 years of service has a maximum annual vacation accrual benefit of 112 hours). Employees may only use vacation as it accrues. Employees may carry up to one (1) week from one year to the next. This carried-over vacation must be used by the last pay period in June of the following year. Any employee status change from Full-Time to Part-Time status, or whose employment is separated, will be paid any accrued unused vacation time to date of change at regular rate of pay.

Vacation shall be given out on a first-come-first-serve basis. In the event two or more bargaining unit members put in for the same time off on the same day, seniority shall determine who gets the time off. Vacation time shall be approved or denied in writing to the employee within ten (10) business days of receipt. The Company shall give reason for any denial of vacation time. Vacation requests will be approved up to 12 months out. If the employee changes shift rotations prior to the vacation date, it will be the employee’s responsibility to submit a new vacation request for the appropriate days/shifts needed based on the new schedule, but any days

approved prior to the shift rotation change will continue to be approved. Vacation time will be approved based on the following:

- Vacation requests must be submitted at least 2 weeks in advance
- One certification level will be approved per shift, but more than one will be approved if the extra employee's time off can be covered by Part-Time employees who will not create an overtime pay obligation for the Company
- The employee must be able to accrue the amount of vacation time requested by the date requested

All vacation requests submitted for approval that have been approved may be revoked should the employee not have time in their vacation bank at the requested time off. Employees are responsible to manage their vacation time throughout the year as to not ask for extended time off before they automatically lose their hours. Special circumstances that apply must be submitted in writing to the District General Manager (DGM) for final approval.

Regardless of the period of notice if an employee arranges his/her own coverage for requested vacation and such coverage is of the same certification level, is a part time employee who will not be on overtime, and there are not multiple openings on the date requested for this certification level, then the request will be approved.

If a vacation request is denied, the Company agrees that the denied dates will be put on the schedule as available openings in an attempt to provide coverage for the employee whose request was denied, with the understanding that such available shift will be filled last.

ARTICLE 16 - SICK LEAVE

Section 16.1 – Sick Leave Usage

Sick Leave usage shall be governed by the Company's Sick Time policy (HR-38), effective February 1, 2011.

Section 16.2 - Request Procedures

Requests for Sick Leave shall be governed by the Company's Non-Exempt Attendance policy (HR-28), as revised effective October 2012.

Section 16.3 - Unscheduled Absences

Unscheduled absences shall be governed by the Company's Non-Exempt Attendance policy (HR-28), as revised effective October 2012.

Section 16.4 - Sick Leave Abuse

Sick Leave abuse shall be governed by the Company's Non-Exempt Attendance policy (HR-28), effective November 1, 2012, except as follows: Only when the Company has reason to believe that sick leave is being abused, the Company may require satisfactory medical evidence from the employee. This limitation shall not apply to any leave taken pursuant to FMLA or any other article of this agreement. In addition, for the purpose of disciplinary action, consecutive calendar days missed shall be considered one attendance occurrence.

Section 16.5 - Satisfactory Medical Evidence

Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant or Nurse Practitioner. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above, and shall list an address and telephone number. Failure to produce such evidence within seven (7) calendar days of its request may result, at the discretion of the Company, in denial of sick leave for the period of absence. If, however, employee is paid pending receipt of satisfactory medical evidence and fails to produce such evidence, the Company may recoup those funds in the next payroll cycle. Any inappropriate use of sick leave shall be recorded as unauthorized leave without pay and will be subject to disciplinary action up to and including termination.

Section 16.6 - Fitness for Duty Physical

Upon return to work following a sick leave excess of three (3) or more consecutive work shifts for reasons that may relate to his/her ability to perform his/her duties or when, regardless of the number of shifts, the Company has reason to suspect that an employee is unfit for duty, an employee may be required to undergo a Fitness for Duty Physical by an Employer-appointed physician to determine his/her fitness for work. If the Fitness for Duty Physical by the Physician reveals that the employee is fit for duty, the employee will immediately return to duty without loss of wages or leave. If the Fitness for Duty Physical by the Physician reveals that the employee is unfit for duty, the employee's own leave time will run from the time the employee left the work location. If the employee is found unfit for duty, and he/she desires to be re-tested, he/she will be placed on administrative leave for up to thirty (30) days and provided the opportunity for re-examination by a physician of his/her own choice. The Employer will bear costs of the Employer-requested Fitness for Duty Physical. If after the employee is determined to be fit for duty by his own physician, the employee and the Employer shall meet to discuss the outcome and the Employer shall either reinstate the employee with no loss of pay or request a third mutually agreeable physician to make a final decision, which shall not be subject to the grievance and arbitration procedure. Should the employee be found to be physically fit for duty, the employee shall be reinstated with no loss of pay, shifts and seniority. Any Fitness for Duty Physical shall be reasonably related to the physical requirements of the employee's job and shall not violate any safe practices.

ARTICLE 17 - LEAVE OF ABSENCE

The DGM has sole discretion to approve unpaid leaves of absence for extraordinary circumstances. Requests will be reviewed on a case-by-case basis and may be denied for such reasons as unsatisfactory job performances, unavailability of alternate coverage, or the operational needs of the Company. An unpaid personal leave will not be granted for more than two weeks or for the purpose of pursuing another position, temporarily trying out new work, or venturing into business. If it is learned that the bargaining unit member misrepresented the reason for requested leave, said employee may, at the DGM's discretion, be subject to immediate termination. Extensions will be considered on a case-by-case basis by the DGM and in no event can a personal leave be extended beyond thirty (30) days. Employees requiring more than thirty (30) days may opt to resign and, based on their current work performance, receive a satisfactory rehire status.

ARTICLE 18 – FAMILY AND MEDICAL LEAVE ACT

Employees may request a leave of absence under the provisions of the Family and Medical Leave Act of 1993, provided they meet all of the criteria required by the Act. In all cases, the employee should make a reasonable effort to provide the Employer with not less than thirty (30) days' notice of the intent and reason for the leave. The Employer shall have the right to request the employee to obtain medical opinions and certifications supporting the request. In all cases of leave under the provisions of the Family and Medical Leave Act of 1993, the employee shall be returned to their former or an equivalent position upon return from the leave. Medical benefits for employees on Family and Medical Leave Act will continue whereby employees will be required to pay their portions of all related health insurance premiums during leave or upon return to work. The Employer reserves the right to require the employee to submit to a physical examination, paid for by the Employer, and/or provide a physician's statement prior to returning to work. An employee who does not return to work on the first day scheduled after a Family and Medical Leave may be subject to discipline up to and including termination.

ARTICLE 19 - MILITARY LEAVE

Employees who enter active military service will automatically be granted a leave of absence without any loss of seniority. Reinstatement rights are governed by federal law and require that specific requirements be met. The Employer reserves the right to request verification details from any employee returning from a military leave of absence.

ARTICLE 20 – ADMINISTRATIVE LEAVE

At the time an employee is placed on administrative leave, employees may elect in writing to use accrued vacation time. Once accrued vacation time has been exhausted, then the employer will also permit the employee to use up to twenty-four (24) hours of non-accrued vacation time. Upon completion of the investigation, if the employee is cleared of the alleged wrongdoing, the employee will be reinstated and the employee's vacation balance will be returned to the balance that existed at the start of the administrative leave, plus any vacation accrued during the period of the administrative leave and if the employee is owed any pay, and he/she is cleared past the date where the owed pay will be in the employee's next paycheck, the Company shall issue a manual check within seven (7) days. If the employee used non-accrued vacation time during the administrative leave, the employee's use of non-accrued vacation time shall be handled as follows: (1) If reinstated, the negative balance will be paid back as vacation time accrues in an amount to satisfy the negative balance used during the administrative leave; or (2) If terminated, the Employer is permitted to deduct from the accrued balances all monies owed.

ARTICLE 21— BEREAVEMENT LEAVE

An employee's entitlement to bereavement leave shall be governed by the Company's Bereavement policy (HR-04), as revised effective January 2011.

ARTICLE 22 - JURY DUTY

Full-Time employees who are summoned to jury duty will be compensated at their regular straight time rate of pay for any regularly scheduled shifts within the first thirty (30) consecutive calendar days as if they had worked their regularly scheduled shifts, from the date of the actual date of appearance. Part-Time employees may take jury duty leave on an unpaid basis. Employees must submit to local Human Resources a copy of the summons to serve as soon as practical. Employees may be expected to report to work in conformity with their regular schedule as the court schedule permits.

ARTICLE 23 – INJURED ON DUTY

Employees who are injured on the job shall be paid for completion of that workday's regularly scheduled shift at the rate of pay the employee would have received had he/she completed that shift.

ARTICLE 24 - JOB POSTINGS

The Company believes that its employees should be able to apply for and advance into positions according to their desires and qualifications. The Company also believes in the concept of giving preference to internal candidates wherever feasible but may opt to recruit externally.

Section 24.1- Job Postings

Position openings will be posted internally on the nationwide job posting database updated weekly by Corporate Human Resources. A position will not be posted externally if it is to be filled directly from within the unit with a highly qualified candidate.

Section 24.2 - Posting Requirements

Vacant or newly created positions are required to be posted on the nationwide job position system for a minimum of seven calendar days, as noted on the posting. Exceptions must be approved by the Division General Manager. Postings will be placed in the Operations building on the HR Bulletin Board.

Section 24.3 - Posting Eligibility

All regular employees must be in their current position for a minimum of twelve (12) months in order to apply for open positions per the listed qualifications. An employee with less than twelve (12) months of service in their current position may apply for another position if they have received permission from the Division General Manager or his designee. Any employee with a written warning in the last six (6) months may not transfer.

Preference will be given first to candidates from within the region posting the job, then from other internal candidates, then from external candidates. In situations where an external and internal candidate are considered generally equally qualified, the internal candidate shall be given preference. In situations where any candidates are considered generally equally qualified, preference may be given to the candidate with classification seniority including Full-Time and Part-Time employment based on date of hire. The Company does reserve the right to interview qualified internal and external applicants according to business needs. External candidates will generally be considered when an internal candidate has either not been located, or has been considered and declined.

Employees are required to notify the local Human Resources Manager of their application for transfer. Employees wishing to apply for an internal open position should request a Transfer Request form from local Human Resources.

ARTICLE 25 - EMPLOYEE PERSONNEL FILES

Section 25.1 - Personnel Files

All official records relating to each employee shall be kept in one (1) personnel file for each employee. Personnel files shall be kept confidential and secure except as required by law. Employees shall be provided access to their personnel files by submitting a written request seventy-two (72) hours in advance to the Human Resources Department. Employees shall be allowed to respond in writing to items in their own personnel file. The Employer agrees to reasonably respond to employee requests for copies of items from an individual personnel file or the file itself. All requests will be subject to federal, state and local laws.

Section 25.2 - Change of Employee Information

All employees are to notify the Human Resources Department of any changes in address, telephone number, or name on the appropriate form as soon as possible. Copies of all up-to-date certifications must be sent to the Training Department prior to expiration of current certifications.

ARTICLE 26 – EMPLOYEE CREDENTIALS

It shall be the responsibility of each employee to maintain the appropriate licensure and/or certifications necessary to perform the duties outlined in his/her job description. The employee shall be responsible for upkeep and timely renewal of all necessary licensure and credentials. The employee shall notify the Employer immediately regarding the loss or expiration of any required license, certifications, or related documents. Evidence of renewed credentials must be submitted to the Training Department no less than one (1) week prior to the start of a new pay period if said credentials expire within the up-coming pay period. If the employee fails to satisfactorily submit this evidence within the prescribed time frame, the employee surrenders all scheduled work hours in that pay period. Due to time constraints, shifts can be filled as prescribed under Article 12, Section 12.1, Item #3.

EMT

Paramedic

CPR

CPR

Driver License

Driver License

CEVO

CEVO

Florida EMT Cert.

Florida Paramedic License

ACLS

PALS

The Employer agrees to provide a minimum of one class per month for each required licensure or certification, and shall make notifications of said classes available to the Union for posting. Said classes will be made available to any employee who provides sufficient notice of need. **The Company shall provide sixty (60) days' notice of said classes.** If the Employer requires licensure over and above state requirements, the Employer agrees to provide sufficient courses and compensate employees as hours worked for attending the employer-mandated courses. An employee who reports for work or performs his duties without valid licensure or certifications may be subject to immediate discharge upon discovery.

ARTICLE 27- EMPLOYEE LICENSURE

The employee is responsible to track and renew all required license renewals, immunizations and required health checks as outlined in Florida Statutes 401 and Chapter 64J.

ARTICLE 28 - SAFE WORKING CONDITIONS

Section 28.1 - Health and Safety

The Company will provide safe working conditions as defined by federal, state, and county mandates/requirements. Employees who violate published safety rules or regulations will be subject to disciplinary action.

Section 28.2 - Health and Safety Committee

A Health and Safety committee will be established with balanced labor/management representation. This committee has advisory capacity only. It is not subject to grievance procedure, and compensated for official joint labor/management meeting time not to exceed two hours per month.

ARTICLE 29 - UNIFORMS

Section 29.1 – Uniforms for Full-Time Employees

Upon hire Rural Metro Ambulance will provide all Full-Time employees, at no charge, with five (5) Uniform shirts five (5) uniform pants, one (1) foul weather jacket, one (1) ID badge and one (1) belt. Uniforms will be provided to full time employees as outlined in the current contract beginning with a set of two followed by a set of three after two weeks of continuous employment. Employees must provide accurate sizes to ensure for appropriate fitting uniforms.

At one year of continuous Full-Time service, Company will provide a boot allowance of sixty (60) dollars. Full-Time employees will be eligible for an additional sixty (60) dollar boot allowance every two (2) years of Full-Time service thereafter on their anniversary date. Full-Time employees can be eligible for an additional sixty (60) dollar boot allowance, when deemed by management that the current boots are in need of replacement due to wear and tear.

Section 29.2 – Uniforms for Part-Time Employees

Upon hire Rural Metro Ambulance will provide all Part-Time employees, at no charge, with three (3) uniform shirts, three (3) uniform pants, one (1) foul weather jacket, one (1) ID badge and one (1) belt. At one year of continuous employment, Part-Time employees will be eligible for a sixty (60) dollar boot allowance every two (2) years of on their anniversary date or when deemed by management that the current boots are in need of replacement due to wear and tear, providing they met their availability requirements over the previous 2 years.

Section 29.3 – Replacement, Cleaning and Returns

Uniform shirts and pants will be replaced at no cost to the employee if destroyed in the line of duty, extensively soiled with biohazard, or the uniform appears to be worn out from significant wear. The Employer shall clean uniforms soiled with biohazard material. All lost uniform items will be replaced at the employee’s expense.

Any uniform shirts or pants not returned at time of voluntary or involuntary separation from the Company will result in garnishment of final wages. All soiled or damaged uniforms must be returned to receive replacements. Employees are responsible for maintaining clean, pressed and well-fitting uniforms. Boots or shoes will be clean, shined and black in color.

Section 29.4 - Annual Allocation and Other Uniform Issues

Each team member in year two of employment and annually thereafter will receive:

Full Time

Part Time

Two dark blue EMS trousers
Two uniform shirts

One dark blue EMS trouser
One uniform shirt

During the months of April through October employees will be allowed to wear a polo shirt in lieu of the Company issued short sleeve shirt. Year-round, employees working 24 hour shifts may also wear a polo shirt from 21:00 hrs until the conclusion of their shift. This provision is under the following conditions:

- 1) The employee shall purchase the polo shirt from the Company-approved vendor and item number to ensure a consistent color, style and insignia. The Company agrees to meet with the Union to mutually select the product.
- 2) Each member of an ambulance crew shall report for duty and work their shift in the same style uniform shirt. To prevent delay in fielding units, each employee must always carry a back-up Company-issue shirt.
- 3) It is the Company’s discretion to make a reasonable determination when a polo shirt should not be worn due to excessive wear, staining or failure to present a professional appearance.
- 4) Employees must wear a t-shirt, which is the same color as the polo or white. The polo must have the bottom two of the three buttons buttoned at all times.

Employees shall be allowed to wear the agreed upon Breast Cancer Awareness t-shirts for the entire month of October each year except where prohibited by the County or as assigned by the Company for a special event.

Employees may wear plain long sleeve shirts under their uniform shirts, but not polo shirts, the same color of the uniform shirt. Approved long sleeve shirts would include “Under Armour” or turtle neck style shirts. “Ribbed” long underwear is prohibited.

It is not acceptable for employees to wear Rural Metro issued uniform items, except for travel to and from work and their work hours.

Employees will be permitted to display one reasonably-sized Union issued membership pin.

ARTICLE 30 - COMPANY POLICIES AND AMENDMENTS

New or updated Company Policies shall be transmitted via Net Scheduler and a copy sent to the Union president thirty (30) days prior to implementation. Net Scheduler shall be used to transmit new and updated policies and amendments. Policies and rules shall apply equally to all members of the bargaining unit.

ARTICLE 31 - DRUG AND ALCOHOL POLICY

Section 31.1 – Policy

All employees covered by the Collective Bargaining Agreement will be subject to this policy. Any Employee found to have violated this alcohol and drug policy shall be subject to disciplinary action, up to and including termination.

Employees shall not drink alcohol or be under the influence of alcohol or drugs while on duty or off duty on Employer property, or while in uniform at facilities served by the Employer. Employees must refrain from use of intoxicants during duty hours and upon no circumstance report to work under the influence of a drug or alcohol. Except in the scope of their work, Employees on duty or in uniform shall not use, sell, distribute, or possess illegal drugs, alcohol, drug paraphernalia, or controlled substances. Employees, while in uniform, shall also refrain from entering establishments where the primary purpose of which is serving alcohol, except in the line of duty. Employees who lawfully use prescribed drugs or over the counter medication that may affect or impair their job performance must advise their supervisor prior to the beginning of their shift. If it is determined that the medication does impair the employee's ability to perform his/her job, the employee shall be allowed to use PTO or sick leave and his/her absence shall be an excused absence. Failure to do so may result in disciplinary action, up to and including termination.

Employees must notify the Employer of any citations related to criminal drug activities before their next shift. Failure to do so may result in disciplinary action up to termination.

Section 31.2- Drug Testing

Employees shall be subject to a drug/alcohol testing in the following circumstances:

1. Following any accident involving the operation of a vehicle resulting in vehicle contact, or
2. Upon reasonable cause and reasonable suspicion of drug or alcohol use. Reasonable suspicion shall exist when specific behavioral performances or contemporaneous physical indicators of being under the influence of drugs or alcohol are demonstrated on the job as documented by the Employer. Reasonable suspicion will not exist, and thus is not a basis of testing, if a reasonable suspicion is based solely on the observation and verbal reports of third parties. A member of management shall evaluate the appropriateness of such third party observations and/or verbal reports and shall through investigation determine whether the employee(s) involved shall be tested for probable cause. The basis for the Employer finding reasonable suspicion shall be documented on an Incident Report Form. In the event the employee is suspected of being under the influence, the person making the accusation must articulate the suspicion, circumstances, signs, and symptoms in writing.
3. Employees who refuse to take a drug and or alcohol test shall be subject to immediate termination.

Any system of random or periodic drug testing shall be prohibited, unless it is in accordance with a rehabilitation program or is legally required.

Employees subjected to a drug/alcohol test shall be placed on unpaid Administrative Leave until the results of the test have been obtained. In the unlikely event that this process takes more than seven (7) calendar days, the employee will be placed on paid leave for regularly scheduled shifts. If the employee is cleared, any unpaid regularly scheduled shifts will be paid out during the payroll cycle immediately following clearance date.

Section 31.3 - Chain of Custody

All tests shall be performed by an independent third party offsite testing facility, according to national and industry standards, procedures, and policies. Tests shall not be performed by any individual, medical office, medical group, or facility that directly or indirectly contracts with the Employer for services other than medical transportation. All tests shall be performed by an off site facility, according to procedures, and policies. The employee(s) may request a Union representative or steward to be present at any time during the specimen collection process.

Managers and supervisors are to restrict communications concerning test results to persons who have an absolute need to know. The test results are to be reported to an appointed management person (Company Medical Review Officer, Human Resources Manager, or Division General Manager), and all files will be kept confidential and locked in accordance with established procedures.

Section 31.4 - Positive Test Results

The test results are reported directly to the Company Medical Review Officer (MRO) for discussion with the employee. The MRO will advise Company if a violation of the drug policy has occurred.

Section 31.5 - Disciplinary Action

Employees found under the influence of drugs or alcohol as verified through the drug screen will be immediately terminated. Employees found to be free of any intoxicating substance will be immediately reinstated to their position, and be made whole for all monies, rights, and benefits. Employees who refuse to undergo drug and/or alcohol testing pursuant to this Article will be subject to immediate discharge for cause.

Section 31.6 - Voluntary Assistance

Any employee covered by the Collective Bargaining Agreement not subject to drug and/or alcohol testing pursuant to this Article and who voluntarily requests assistance for drug and/or alcohol rehabilitation shall be allowed an unpaid leave of absence to attend rehabilitation at a program. Upon successful completion of the program (verified by a doctor's certification), the employee shall be returned to work. In addition, after completion of a rehabilitation program the employee, as a condition of employment, shall submit to random drug testing up to two (2) times in a one (1) year period, at the expense of the Employer. If all tests are negative, then the employee shall be deemed rehabilitated and the employee shall be dealt with in the same manner as all other employees. If any test is positive during the one (1) year period after return from rehabilitation, the employee may be terminated immediately. Voluntary rehabilitation shall not be used against an employee in any way.

ARTICLE 32 - SMOKING AND TOBACCO IN THE WORKPLACE

Smoking or the use of tobacco products is prohibited in the following situations, except during specifically designated breaks in specifically designated areas: during any phase of a call; while engaged in any drill and/or training; while dealing with the public in an official capacity; inside Company facilities or stations, or on or near a healthcare facility.

Smoking or the use of any tobacco product is prohibited in any Company owned or operated vehicle. It shall be the responsibility of the smoker to clean up all of the by-products of smoking or other tobacco products immediately after use.

ARTICLE 33 - EMPLOYEE ASSISTANCE PLAN

During the term of this agreement the Company will make available to Full-Time employees covered by this agreement the Employee Assistance Program (EAP) as is made available to regular Full-Time non-bargaining employees of the Company's Orlando operation. EAP is an Employer-paid benefit for Full-Time employees and dependent family members. The EAP provides a full range of counseling and referral services for individual, family and marital concerns; stress and job related issues; child and domestic abuse; and chemical dependency assessment.

ARTICLE 34 - CRITICAL INCIDENT STRESS MANAGEMENT DEBRIEFING

The Company will provide critical incident stress management debriefing. Participation on such debriefings will be paid as time worked. At the Company's discretion, employees may be required to attend debriefing sessions. After critical incidents occur, employees will have the option to go home for the remainder of the shift on Company time, which will not be deducted from the employee's sick or vacation leave, upon approval of their immediate supervisor.

ARTICLE 35 - EQUIPMENT DAMAGES

Except as a direct result of a willful gross negligent act by an employee or an intentional violation of the law or Company policy and within the restrictions set forth in this Agreement, employees shall not be held financially liable for damage to the Company's vehicles or property. The term "willful gross negligent act" is intended to describe independent actions of any employee who knowingly violates established rules or policies that, when adhered to, clearly prevent such damage. It shall be the responsibility of the employees to account for all such items, or obtain acceptable replacements issued to them, or to reimburse the Company for misuse or loss of such items not to exceed \$1,000.00 per occurrence. Employees found liable under this Article will be subject to discipline up to and including discharge and will be expected to reimburse the Company for the total cost not to exceed \$1,000.00 per occurrence. Payment arrangements will be mutually agreed upon by both parties and not to exceed ninety (90) days. Failure to repay the Company for said loss will result in termination. Any disputes between the parties may be referred to the grievance procedure.

ARTICLE 36 - ACCIDENT LIABILITY

Employees shall be held liable financially for an accident involving any Company vehicle under their operation or control when determined by investigation that procedures within the Company driving manual or CEVO guidelines were not followed. The same financial liability will stand for a

secondary employee if they did not properly direct or guide a driver as set forth in the corporation driving manual. This financial liability will not exceed \$1,000.00 per employee.

ARTICLE 37 - ACCIDENT DEFENSE

Court costs and attorneys' fees incurred by an employee due to an accident covered in "Accident Judgments" (Article 38) and "Accident Liability" (Article 36) of this Agreement, shall be assumed by the Company and in no way shall the employee be held liable for such costs, provided the employee was driving within the scope of his normal duties. In no case will the Company provide legal counsel if it was determined that the employee committed a felony criminal act or was under the influence of illegal drugs/alcohol at the time of the accident. In the event an employee is charged with vehicular homicide, assault, battery, or any other allegation that is outside the scope of the employee job duties, the Company will not have to provide a defense.

ARTICLE 38 - ACCIDENT JUDGMENT

All judgments against an employee as a direct result of an accident covered in "Equipment Damage" (Article 35) and "Accident Liability" (Article 36) of this Agreement, shall be assumed by the Company, and in no way shall the employee be held financially liable for such judgments, provided the employee was driving within the scope of their normal duties. The Company shall not be required to pay any judgments rendered against an employee who was found guilty of a felony criminal act or under the influence of illegal drugs/alcohol at the time of the accident. The Company shall not discriminate against an employee because they were involved in an accident that was not their fault.

ARTICLE 39 - DRIVING RECORD STANDARDS

Driving records standards shall be in accordance with the Company's policy on Driver Performance Standards-MVR-Checks (RS-03), effective December 1, 2011.

ARTICLE 40 – DRIVECAM

DriveCam units will be installed in all Company vehicles. Footage captured by DriveCam will be reviewed with employees for the primary purpose of training and education. DriveCam footage will be used as part of an investigation that is the result of a complaint, motor vehicle collision, property damage, traffic citation, supervisor witnessed alleged violation of the current Vehicle Operator Handbook issued by National Risk Management, or, in conjunction with an incident report alleging violation of the current Vehicle Operator Handbook. DriveCam footage involving red light running, stop sign running, cell phone use, electronic use, inappropriate use of the PA system, use of tobacco product in the Company vehicle and not wearing a seat belt will subject the employee to progressive disciplinary action. The Company shall designate one (1) individual for initial review of DriveCam footage when such review is necessary. The designated position shall not be in line of direct supervision over field employees.

ARTICLE 41 – TUITION REIMBURSEMENT

An employee's entitlement to tuition reimbursement shall be governed by the Company's Tuition Reimbursement policy (HR-43), effective October 1, 2012.

ARTICLE 42 – SUBPOENAS

The Employer agrees it will accept subpoenas on behalf of its employees when such subpoenas were issued to such employees in their capacity of employees of the Employer. Time spent by employees required to appear in an administrative, civil, or criminal proceeding on behalf of the Employer or third party arising from his/her employment shall be considered work time.

No employee shall suffer loss of work time or vacation in order to attend these legal proceedings. If a legal proceeding causes an employee to miss any portion of a shift, that employee shall be paid the entire shift up to the total number of regularly scheduled work hours unless the legal proceeding exceeds the total number of regularly scheduled work hours. This shall hold true even if the shift has to be covered in its entirety by another employee. (e.g. a 10 am to 4 pm court appearance causes an employee to miss a 1500 to 2300 shift. That employee will be paid for the entire shift and not out of his/her vacation.) The employer may require an employee to return to work to finish his shift. Each appearance will be reviewed on a case-by-case basis according to the above guidelines.

ARTICLE 43 – 401(K) PLAN

Section 43.1 – 401(k) Plan

All Full-Time and Part-Time employees age eighteen (18) or over are eligible to participate in the 401(k) plan. Employees may contribute from 1% to 50% of their pretax gross annual pay up to the annual 402(g) limit via a payroll deduction only into their 401(k) account.

The Company will match for all participating employees up to 100% (dollar for dollar) of the first 2% contributed. All contribution by bargaining unit members shall be deducted each pay period and deposited within thirty (30) days of the close of the month or in accordance with the plan, whichever is sooner. All contributions by the employer shall be deposited within fifteen (15) months of the close of the calendar year. If a bargaining unit member leaves employment, and was active through 12/31, the employer shall match all funds in accordance with the plan provided the employee maintains the funds with the plan provider.

Section 43.2 – Plan Eligibility

To receive the Company match, an employee must work 1,000 hours within the plan year (1/1 through 12/31) and be an active employee on December 31. The match is 100% vested, meaning an employee immediately “owns” the entire amount Company contributes.

ARTICLE 44 – BENEFIT PLAN SECTION

Section 44.1 – Health Insurance

During this Agreement, the Company will make available to the regular, Full-Time employees covered by this Agreement the Health Insurance Plan that is made available to the regular, Full-Time non-bargaining unit employees at the Company’s Central Florida location. These benefit plans will be made available to the Full-Time employees covered by this Agreement on the same terms and conditions, including employees’ contributions, as they are made available to the non-bargaining unit employees of the Company’s Central Florida location. These benefit plans may be amended, modified, terminated, improved or reduced in all respects for Full-Time employees covered by this Agreement in the same manner that they are amended, modified, terminated, improved or reduced for non-bargaining unit employees of the Company’s Central Florida Operation upon written notification to the Union.

Section 44.2 – Dental Benefits

During this Agreement, the Company will make available to the regular, Full-Time employees covered by this Agreement the Dental Benefits Plan that is made available to the regular, Full-Time non-bargaining unit employees at the Company's Central Florida location. These benefit plans will be made available to the Full-Time employees covered by this Agreement on the same terms and conditions, including employee contributions, as they are made available to the non-bargaining unit employees of the Company's Central Florida location. These benefit plans may be amended, modified, terminated, improved, or reduced in all respects for Full-Time employees covered by this Agreement in the same manner that they are amended, modified, terminated, improved, or reduced for non-bargaining unit employees of the Company's Central Florida Operation upon written notification to the Union.

Section 44.3 – Vision Benefits

During this Agreement, the Company will make available to the regular, Full-Time employees covered by this Agreement the Vision Benefits Plan that is made available to the regular, Full-Time non-bargaining unit employees at the Company's Central Florida location. These benefit plans will be made available to the Full-Time employees covered by this Agreement on the same terms and conditions, including employee contributions, as they are made available to the non-bargaining unit employees of the Company's Central Florida location. These benefit plans may be amended, modified, terminated, improved, or reduced in all respects for Full-Time employees covered by this Agreement in the same manner that they are amended, modified, terminated, improved, or reduced for non-bargaining unit employees of the Company's Central Florida location upon written notification to the Union.

Section 44.4 – Disability Benefits

During this Agreement, the Company will make available to the regular, Full-Time employees covered by this Agreement the Disability Benefits Plan that is made available to the regular, Full-Time non-bargaining unit employees at the Company's Central Florida location. These benefit plans will be made available to the Full-Time employees covered by this Agreement on the same terms and conditions, including employee contributions, as they are made available to the non-bargaining unit employees of the Company's Central Florida location. These benefit plans may be amended, modified, terminated, improved, or reduced in all respects for Full-Time employees covered by this Agreement in the same manner that they are amended, modified, terminated, improved, or reduced for non-bargaining unit employees of the Company's Central Florida location upon written notification to the Union.

Section 44.5 – Life Insurance

All Full-Time employees will receive 1x their base (Regular Hourly Equivalent) annual salary to a maximum of \$300,000 at the Employer's expense. The Employer will offer a supplemental basic group term life insurance policy for Full-Time employees, at the Employee's expense. The eligible employee may purchase this supplemental life insurance in \$10,000 increments, to a maximum of \$500,000 or 6 times their annual pay, whichever is less.

Section 44.6 – Flexible Spending Accounts

During this Agreement, the Company will make available to the regular, Full-Time employees covered by this Agreement the Flexible Spending Plan that is made available to the regular, Full-Time non-bargaining unit employees at the Company's Central Florida location. These benefit plans will be made available to the Full-Time employees covered by this Agreement on the same terms and conditions, including employee contributions, as they are made available to the non-bargaining unit employees of the Company's Central Florida location. These benefit plans may be amended, modified, terminated, improved, or reduced in all respects for Full-Time

employees covered by this Agreement in the same manner that they are amended, modified, terminated, improved, or reduced for non-bargaining unit employees of the Company's Central Florida location upon written notification to the Union.

Section 44.7 – Critical Illness Insurance

During this Agreement, the Company will make available to the regular, Full-Time employees covered by this Agreement the Critical Illness Plan that is made available to the regular, Full-Time non-bargaining unit employees at the Company's Central Florida location. These benefit plans will be made available to the Full-Time employees covered by this Agreement on the same terms and conditions, including employee contributions, as they are made available to the non-bargaining unit employees of the Company's Central Florida location. These benefit plans may be amended, modified, terminated, improved, or reduced in all respects for Full-Time employees covered by this Agreement in the same manner that they are amended, modified, terminated, improved, or reduced for non-bargaining unit employees of the Company's Central Florida location upon written notification to the Union.

Section 44.8 – Short Term Income Disability Protection

During this Agreement, the Company will make available to the regular, Full-Time employees covered by this Agreement the Short Term Income Disability Plan that is made available to the regular, Full-Time non-bargaining unit employees at the Company's Central Florida location. These benefit plans will be made available to the Full-Time employees covered by this Agreement on the same terms and conditions, including employee contributions, as they are made available to the non-bargaining unit employees of the Company's Central Florida location. These benefit plans may be amended, modified, terminated, improved, or reduced in all respects for Full-Time employees covered by this Agreement in the same manner that they are amended, modified, terminated, improved, or reduced for non-bargaining unit employees of the Company's Central Florida location upon written notification to the Union.

Section 44.9 – Accident Insurance

During this Agreement, the Company will make available to the regular, Full-Time employees covered by this Agreement the Accident Insurance Benefits Plan that is made available to the regular, Full-Time non-bargaining unit employees at the Company's Central Florida location. These benefit plans will be made available to the Full-Time employees covered by this Agreement on the same terms and conditions, including employee contributions, as they are made available to the non-bargaining unit employees of the Company's Central Florida location. These benefit plans may be amended, modified, terminated, improved, or reduced in all respects for Full-Time employees covered by this Agreement in the same manner that they are amended, modified, terminated, improved, or reduced for non-bargaining unit employees of the Company's Central Florida location upon written notification to the Union.

Section 44.10 – Auto and Homeowner's Insurance

During this Agreement, the Company will make available to the regular, Full-Time employees covered by this Agreement the Auto and Homeowners Insurance Plans that are made available to the regular, Full-Time non-bargaining unit employees at the Company's Central Florida location. These benefit plans will be made available to the Full-Time employees covered by this Agreement on the same terms and conditions, including employee contributions, as they are made available to the non-bargaining unit employees of the Company's Central Florida location. These benefit plans may be amended, modified, terminated, improved, or reduced in all respects for Full-Time employees covered by this Agreement in the same manner that they are amended, modified, terminated, improved, or reduced for non-bargaining unit employees of the Company's Central Florida location upon written notification to the Union.

Section 44.11 – Prepaid Legal Plan

During this Agreement, the Company will make available to the regular, Full-Time employees covered by this Agreement the Prepaid Legal Plan that is made available to the regular, Full-Time non-bargaining unit employees at the Company’s Central Florida location. These benefit plans will be made available to the Full-Time employees covered by this Agreement on the same terms and conditions, including employee contributions, as they are made available to the non-bargaining unit employees of the Company’s Central Florida location. These benefit plans may be amended, modified, terminated, improved, or reduced in all respects for Full-Time employees covered by this Agreement in the same manner that they are amended, modified, terminated, improved, or reduced for non-bargaining unit employees of the Company’s Central Florida location upon written notification to the Union.

Section 44.12 – Affordable Care Act

Nothing in this article shall in any way limit the Company in modifying the above benefit plans and the scope of the bargaining unit employees to whom plan coverage is to be offered, in conformity with the provisions of the Affordable Care Act.

ARTICLE 45 – SEPARATION AND SEVERANCE

If any part of this Agreement shall be construed by any court, agency, or tribunal of competent jurisdiction or as a result of arbitration pursuant to the grievance procedure hereunder, to be in conflict with any law, then such part shall, to that extent, be deemed to be null and void from the date hereof without, however, affecting the balance of this Agreement. Any provisions which become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, shall cause the parties to meet and negotiate replacement provisions that are valid.

ARTICLE 46 – NOTICE OF SALE OR MERGER

In the event of a sale or merger of the business, the Company shall notify the Union in writing of such event, specifying the name, address, and telephone number of the new owner or merging business, the nature of the transaction and the nature of the business proposed to be carried on by the new owner or merging business and expected date of transaction.

In the event that the County awards the contract to an EMS agency other than Rural Metro, the Company agrees to notify the Union upon its official notification by the County.

ARTICLE 47 – WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, all had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are as set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily, and without qualification, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matters specifically referred to or covered in this Agreement.

ARTICLE 48 WAGES

Section 48.1 – Wages

Subsequent to ratification all members of the bargaining unit shall receive a 2% hourly wage increase on their Company anniversary date plus an additional opportunity for 2% based on their performance as rated by the respective Employee Performance Tool. This wage increase will be effective at the start of the pay period closest to their Company anniversary date.

Subsequent to the first anniversary of the ratification all members of the bargaining unit will receive a 2% hourly wage increase on their Company anniversary date plus an additional opportunity for 2% based on their performance as rated by the respective Employee Performance Tool. This wage increase will be effective at the start of the pay period closest to their Company anniversary date.

Subsequent to the second anniversary of the ratification all members of the bargaining unit will receive a 2% hourly wage increase on their Company anniversary date plus an additional opportunity for 2% based on their performance as rated by the respective Employee Performance Tool. This wage increase will be effective at the start of the pay period closest to their Company anniversary date.

Section 48.2 – Employee Performance Tool

EMT's and Paramedics that have completed 12 months of service with the Sumter Florida Division of Rural Metro Ambulance are eligible to participate in the Merit Pay program. The merit pay awarded is added to the annual wage adjustment and then applied to the previous hourly wage.

Merit Pay Exclusion

Under no circumstances will any portion of the Annual Performance Tool percentage increases be awarded if the employee is under a final written warning for any reason at the time of their anniversary date or to Part-Time employees that fail to fulfill the minimum required hours for two or more months of the reporting period. Note that employees will not be given partial credit for any one category. Each category is awarded on an all-or-nothing basis. The merit increase awarded is added to the annual wage adjustment based on performance using the following criteria:

- **Attendance:** If the employee receives a written corrective action for attendance violations during the review period, the employee will forfeit this portion of the merit increase.
- **Documentation:** If an employee in the twelve (12) months preceding their anniversary date has received a written warning for the quality and timeliness of their PCR documentation, then they forfeit this portion of the merit increase.
- **Chute Times:** To receive this portion of the merit increase, employees may not have more than five (5) poor chute times found on investigation during the review period.
- **Delayed Response exception reporting performance:** Employees who are found on investigation to have not properly reported response delays on the exception report form or have had performance issues delaying responses on more than 5 calls within the review period forfeit this portion of the merit increase.

EMTs and PARAMEDICS

Weighting Categories:

25% Attendance

40% PCR Documentation

20% chute times

15% Delayed response reporting performance

Section 48.3 Merit Pay Expedited Appeal Process

Employees that dispute determinations made by management regarding their eligibility for merit pay will not follow the grievance procedure in Article 10 of this Agreement. Rather, disputes must be reported in writing to a local Union officer AND the local RMA Human Resources Manager as soon as possible, but no later than five (5) business days after their anniversary date. The local Union officer will request a meeting with the Division General Manager to address the dispute. If the final decision by the DGM is not acceptable to the employee, the Company agrees to participate in mediation but will not accept financial responsibility for mediation expenses.

Section 48.5 Changing of Classifications

Employees who move to a higher job classification shall be placed on the step of the schedule for the new classification that is closest to, but higher than, their hourly rate of pay in their previous classification.

Section 48.6 Merit Pay Calculations When Job Classification Changes

Members of the bargaining unit who change classification during the twelve (12) months prior to their anniversary date shall have the APT criteria for that review period applied which corresponds with the classification that reflects 50.1% or greater of the time served in the twelve (12) month review cycle. While the weighting for attendance merit pay criteria may change to reflect the new classification, the employee's previous twelve (12) month performance for attendance will be used.

Section 48.7 FTO and Preceptor Premiums

Beginning July 1, 2013, if not previously adjusted, Field Training Officers will be compensated by adjusting their base hourly wage by an additional \$0.50 per hour for each hour worked. Beginning July 1, 2013, if not previously adjusted, Preceptors will be compensated by adjusting their base hourly wage by an additional \$1.00 per hour for each hour worked. FTO and Preceptor shift premiums will be forfeited if an FTO or Preceptor does not perform related duties in the previous three (3) months or is placed on a final written warning for any reason. Pay rates will be adjusted downward beginning the first full pay period following this period of inactivity. FTOs that become Preceptors shall only receive an additional \$.50 per hour, not an additional whole dollar. Hourly incremental pay for Preceptors that become FTOs will be reduced by \$0.50 per hour beginning the first full pay period following the change.

Section 48.8 Critical Care Medic

Should Rural Metro of Central Florida establish a Critical Care Transport Program, Critical Care Medics will be compensated by adjusting their base hourly wage by an additional \$1.50 per hour for each hour worked on a unit under this program.

ARTICLE 49 – NEW WAGE HIRE SCALE

Section 49.1 - Regular New Hire Wage Scale

EMT INITIAL COMPENSATION		PARAMEDIC INITIAL COMPENSATION	
0-2 years	\$9.00	0-5 years	\$13.00
2-5 years	\$10.00	5-8 years	\$14.00
5-8 years	\$11.00	8-15 years	\$16.00
8-15 years	\$12.00	15-19 years	\$18.00
15-19 years	\$13.00	20 years	\$20.00
20+ years	\$15.00		

Section 49.2 - 24-Hour New Hire Wage Scale

EMT INITIAL COMPENSATION		PARAMEDIC INITIAL COMPENSATION	
0-2 years	\$8.00	0-5 years	\$11.50
2-5 years	\$9.00	5-8 years	\$12.00
5-8 years	\$10.00	8-15 years	\$13.50
8-15 years	\$11.00	15-19 years	\$15.00
15-19 years	\$12.00	20 years	\$16.50
20+ years	\$13.00		

ARTICLE 50 – EMPLOYEE REFERRAL PROGRAM

Employees are entitled to participate in the Company’s Employee Referral Program in accordance with the provisions of the Company’s policy (HR-56), effective January 1, 2013.

ARTICLE 51 – EMPLOYEE TRANSPORT

Employees shall be entitled to transport services for themselves and their dependents in accordance with the terms of the Company’s Employee Transport policy (HR-10), revised effective February 2012.

ARTICLE 52 – WORK STATIONS AND EQUIPMENT

Section 52.1 – Work Stations

Crew quarters shall be kept clean and sanitary, and shall be maintained in accordance with all federal, state, county and city laws and ordinances. Team members shall, prior to the end of each shift, perform housekeeping that maintains the station in a clean, functional, and professional manner. All work stations, including the cab and patient compartments of all ambulances, shall be equipped with working air conditioning and heating. All stations shall have locks on all windows and doors for security, and window coverings for privacy. Twenty-four (24) hour crew stations shall have, at a minimum, the following furnishings in a safe and reasonable condition:

1. Showers
2. Bathrooms
3. Beds (one for each team member at the station)
4. Couch or upholstered chairs (a number sufficient to accommodate a reasonable number of the team members at the station)
5. Stable table with chairs (one chair for each team member at the station)
6. Microwave
7. Stove, where feasible
8. Refrigerator
9. Kitchen sink
10. Basic cable (in English)
11. Mattresses and couches to be replaced as needed as determined by the Employer
12. Television

Section 52.2 - Vehicles

Vehicle windows shall be tinted to reduce sun glare and heat. Every in-service vehicle shall have an up-to-date protocol book in the vehicle and an updated hardcopy of the Sumter Standard Operating Procedures and Medical Protocols. All doors on all vehicles will function properly, or the vehicle will be taken out of service until the problem is corrected. All seat belts shall be complete as the manufacturer made them, and airbags will not be impeded by Employer installed computer mounting hardware.

Section 52.3 - Equipment Issue

The Employer will provide equipment and supplies on each ambulance that are uniform, up to date and properly functioning, which includes, but is not limited to:

- Stairchairs
- Hydraulic stretchers, when available
- Suction units
- MDT, when available, or map books
- EPCR
- 2 portable radios correctly programmed
- 1 mobile radio with remote head with correctly programmed hospital communication
- Lifepak 12 or 15 or newer substitute at the Company's option
- 1 quality rechargeable flashlight

Should an employee discover that any of the above-listed equipment is not on the employee's truck or is not functioning properly, the employee shall immediately notify his or her supervisor. The employee and the supervisor shall discuss whether any substitute equipment is needed in light of the Employer's operational needs and state law; provided, however, that the Employer's determination as to substitute equipment, if any, shall be final.

Section 52.4 - New Equipment

When the Employer implements a new piece of equipment, or a manner of use of existing equipment, all employees shall be provided paid training before implementation.

ARTICLE 53 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the date of ratification by the majority of the bargaining unit members through June 30, 2016, subject to written notice by either party to the other sixty (60) days prior to the expiration date of the desire to modify or terminate the Agreement. If notice of either party's desire to modify or terminate the Agreement is not given at least sixty (60) days prior to the expiration date, this agreement shall be deemed to have been renewed for a period of one (1) year and from year-to-year thereafter until such notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this ____ day of June, 2013.

CHRISTOPHER BLACH
DIVISION GENERAL MANAGER
RURAL METRO FLORIDA, INC.

PRESIDENT
IAEP LOCAL R5 092