

TABLE OF CONTENTS

	Page
ARTICLE I—RECOGNITION.....	1
Section 1.01 Scope Of Agreement	1
Section 1.02 Employees Defined	1
Section 1.03 Non-Discrimination.....	1
Section 1.04 Full-Time Employee Defined	2
Section 1.05 Part-Time Employee Defined	2
ARTICLE II—WORK HOURS	2
Section 2.01 Explanation	2
Section 2.02 Shift Bidding.....	2
Section 2.03 Administrative Moves & Employee Requested Transfers	3
Section 2.04 Employment of Relatives/Co-Habitants.....	3
Section 2.05 Reporting for Work	3
Section 2.06 Work Schedules	3
Section 2.07 Meal Periods	4
Section 2.08 Sleep Time	4
Section 2.09 Rotation of Available Hours/Shifts	4
Section 2.10 Mandatory Holdover	5
Section 2.11 Maximum Consecutive Shifts.....	5
Section 2.12 Reporting Pay.....	5
Section 2.13 Special Assignments.....	6
Section 2.14 Shift Trades.....	6
ARTICLE III-EVALUATIONS AND ORIENTATION (PROBATIONARY) PERIOD	7
Section 3.01 Orientation	7
Section 3.02 Probationary Period.....	7
Section 3.03 Evaluations.....	7
ARTICLE IV-UNIFORMS	7
Section 4.01 Required Uniform	7
ARTICLE V—COMPENSATION RATES	8

**TABLE OF CONTENTS
(continued)**

	Page
Section 5.01 Wages Increases	8
Section 5.02 Signing Bonus	8
Section 5.03 Overtime	9
Section 5.04 FTO/Preceptor Differential.....	9
Section 5.05 Night Differential	9
Section 5.06 Wage Scale from EMT to Paramedic	9
ARTICLE VI—BENEFITS	9
Section 6.01 Health.....	9
Section 6.02 401(k) Plan.....	10
Section 6.03 IRS Section 125 Flexible Spending Plan.....	10
Section 6.04 Credit For Time Served With A Previous Provider	10
ARTICLE VII—LEAVES	10
Section 7.01 Paid Time Off.....	10
Section 7.02 Holidays Observed	11
Section 7.03 Personal Leave	11
Section 7.04 Family, Pregnancy and Medical Leave	11
Section 7.05 Worker’s Compensation Leave.....	12
Section 7.06 Military	12
Section 7.07 Extension of a Leave of Absence.....	12
Section 7.08 Rights Upon Return from a Leave of Absence	12
Section 7.09 Jury Service.....	13
Section 7.10 Subpoena/Witness Service.....	13
ARTICLE VIII—EDUCATION AND TRAINING.....	13
Section 8.01 Paramedic Continuing Education.....	13
Section 8.02 Paramedic Re-certification and Re-License Fees	13
Section 8.03 EMT Re-certification.....	14
Section 8.04 Reimbursement	14
Section 8.05 Licensing/Qualifications.....	14

TABLE OF CONTENTS
(continued)

	Page
Section 8.06 Communications Center Training	14
Section 8.07 Orientation	14
Section 8.08 Trainee Progress.....	14
ARTICLE IX—DISCHARGE/DISCIPLINE	15
Section 9.01 Discipline and Discharge.....	15
Section 9.02 Termination and Suspension.....	15
Section 9.03 Disciplinary Notices	15
Section 9.04 Disclosure	16
Section 9.05 Access to Personnel Files	16
ARTICLE X—GRIEVANCE AND ARBITRATION	16
Section 10.01 Grievance Procedure.....	16
Section 10.02 Time Limits.....	17
Section 10.03 Participants.....	17
Section 10.04 Complaint Procedure	17
Section 10.05 Liability.....	18
ARTICLE XI—SENIORITY	18
Section 11.01 Seniority Defined	18
Section 11.02 Loss of Seniority	18
Section 11.03 Recall from Layoff	18
Section 11.04 Seniority Lists	19
Section 11.05 Seniority Application.....	19
Section 11.06 Advance Notice of Layoff	19
ARTICLE XII—HEALTH AND SAFETY	19
Section 12.01 Right to Refuse Unsafe Work.....	19
Section 12.02 Company Paid Immunizations	19
Section 12.03 Safety Equipment	19
Section 12.04 Smoke and Tobacco Free Work Place.....	20
Section 12.05 Health and Safety Committee	20

TABLE OF CONTENTS
(continued)

	Page
A. Scope of Committee	20
B. Committee Process	21
C. Committee Recommendation.....	21
Section 12.06 Employee Assistance Program.....	21
Section 12.07 Critical Incident and Stress Debriefing	21
ARTICLE XIII—ALCOHOL AND DRUG FREE WORKPLACE	21
ARTICLE XIV—TRANSFER OF COMPANY, TITLE/INTEREST OR CLOSURE	21
ARTICLE XV—SUBCONTRACTING.....	22
ARTICLE XVI—ASSOCIATION RIGHTS	22
Section 16.01 New Employees.....	22
Section 16.02 Agency Shop.....	22
Section 16.03 Check-Off	22
Section 16.04 Indemnification	22
Section 16.05 Association Access.....	23
Section 16.06 Bulletin Boards.....	23
Section 16.07 Stewards.....	23
ARTICLE XVII—MANAGEMENT RIGHTS.....	23
ARTICLE XVIII—NO STRIKE/NO LOCKOUT	24
ARTICLE XIX-MISCELLANEOUS	25
Section 19.01 Telephones at the Employer’s Facilities.....	25
Section 19.02 Outside Work	25
Section 19.03 Working Rules and Regulations.....	25
Section 19.04 Work Stations.....	25
Section 19.05 Severability	25
ARTICLE XX—TERM OF AGREEMENT.....	26
Section 20.01 Term.....	26

AGREEMENT

This Agreement is entered into on December 1, 2006, by and between the National Emergency Medical Services Association, (hereinafter referred to as “Association” or “NEMSA”) and Medic Ambulance (hereinafter referred to as “Employer”).

PREAMBLE

THE EMPLOYER AND THE ASSOCIATION AGREE that the purpose of this Agreement is to ensure the highest quality of care to our patients and excellent service to our cities, medical facilities and other customers. To that end, the Employer and the Association recognize that it is desirable that employees covered under this Agreement be well satisfied with their jobs and that they be able to provide care and customer service at their maximum potential.

The Employer and the Association acknowledge their obligation to assist in the peaceful and reasonable adjudication of all disputes arising under this Agreement so that there will be no interruption or disturbance in the Employer’s and the employees’ provision of care.

THEREFORE, the two parties enter into the following Agreement

ARTICLE I—RECOGNITION

Section 1.01 Scope Of Agreement

The Employer recognizes NEMSA as the exclusive bargaining agent for all Paramedics, EMTs, Dispatchers and SSTs. The bargaining unit shall include all regular full-time and part-time Paramedics, EMTs, Dispatchers and SSTs employed by the Employer at/from the Employer’s facilities in Solano County, excluding all other employees, guards and supervisors, as defined in the Act as amended.

Supervisors will retain Bargaining Unit Seniority intact and in its entirety for a period of one (1) year from the time they promote from a field position, at which time all bargaining unit seniority will be lost.

Section 1.02 Employees Defined

The term “employee” or “employees” as used throughout this Agreement shall refer only to those individuals employed as Paramedics, EMTs, SST’s, and Dispatchers.

Section 1.03 Non-Discrimination

A. **No Discrimination** - Neither the Association or the Employer shall discriminate in any way against any employee on account of race, color, creed, religion, veteran status, national origin, sex, age, sexual orientation, marital status, disability, or Association activity.

B. **Sexual Harassment** - The Association and the Employer agree that sexual harassment is a form of misconduct which undermines the integrity of the employment relationship and cannot be tolerated in the workplace. Any conduct, whether committed by employees or supervisory

personnel, which falls within the definition of sexual harassment as defined in the Equal Employment Opportunity Commission and California Department of Fair Employment and Housing standards is prohibited and will be investigated fully in accordance with the Sexual Harassment policy and procedure. Any employee found to have engaged in sexual harassment will be subject to discipline up to and including immediate termination.

Section 1.04 Full-Time Employee Defined

Full-time employees are defined as employees who work an average of forty (40) hours per week or greater over any three consecutive month periods. Full-time employees may apply to become part-time employees. The employee must request such a change in writing to the Employer at least fourteen (14) days prior to the desired date which the employee wishes to change to part-time status. An employee-initiated request to change status from full-time to part-time shall be at the sole discretion of the Employer. If the employee requests a status change from full-time to part-time within six (6) months of becoming a full-time employee, the employee's employment may be terminated.

Section 1.05 Part-Time Employee Defined

Part-time employees are defined as employees who work an average of less than forty (40) hours per week over three (3) consecutive month periods.

A part-time employee must work a minimum of two (2) shifts on an ambulance per month in order to retain their employment with Medic unless no work is available. Part-time employees must choose their shifts when they contact the scheduling department and advise them of their availability. This must be done a minimum of thirty (30) days in advance. Part-time employees who fail to meet the minimum shift requirement will be subject to progressive discipline up to and including discharge unless no work is available.

Part-time employees may apply to become full-time employees. The employee must request such a change in writing to the Employer and such a change in status shall be in the sole discretion of the Employer.

Part time employees will accrue seniority at 50% for purposes of shift bidding only.

ARTICLE II—WORK HOURS

Section 2.01 Explanation

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

Section 2.02 Shift Bidding

Shift/unit assignments will be open for bid every four (4) months.

Employees may not voluntarily change or swap shift/unit bids and assignments.

Section 2.03 Administrative Moves & Employee Requested Transfers

The Employer may transfer an employee for operational necessity; examples are irreconcilable personality differences or documented quality assurance issues that have not been correctable using means other than a transfer. In the case of irreconcilable differences, the employee who complains will be moved from the shift regardless of seniority.

Section 2.04 Employment of Relatives/Co-Habitants

If two employees marry, become related, or romantically involved, they may not remain in positions where one employee may affect the workplace experience, compensation or other terms or conditions of employment of the other employee. The Employer and the Association will attempt to identify other available opportunities for the employees, and the employees affected will have 30 days to decide which employee will remain in his/her current position or department. Transfers under this section shall not be grievable. For the purposes of this section, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Section 2.05 Reporting for Work

Employees will report for work on time at the location of his/her station and will remain on duty until properly relieved. The station is defined as the place the employee is assigned to perform his/her job description.

Employees shall be required to give the Employer a minimum of eight (8) hours notice if the employee is unable to show up at their assigned starting time of any assigned shift except under unforeseen conditions. Employees who exceed three (3) short notice call-offs in any three (3) consecutive months will be subject to discipline.

Section 2.06 Work Schedules

Work schedules shall be posted an/or provided to employees at least two (2) weeks prior to a shift bid.

The regularly scheduled shifts for full-time employees are as follows:

12-hour shifts	Alternating between 36 and 48 hours per week.
24-hour shifts	Alternating between 48 and 72 hours per week.
Special event schedules per customer requirements.	

The Association may establish a System Status planning committee for resolving allocation and to advise the Employer on system status issues. The recommendations of the committee, as presented to the Employer, shall be of an advisory nature only.

Management reserves the right to add to, delete, change or implement any work schedule to efficiently meet the terms of its client contracts and/or to meet system status requirements,

subject to the following: The Employer shall have the right to make changes but shall provide at least fourteen (14) days prior notice to the Association. Upon written request by the Association, the Employer shall meet with the Association to discuss the impact on employees of the interim changes being implemented. However, the decision to make such changes shall not be negotiable or grievable (except with respect to the seniority) and shift bidding provisions of this Agreement.

Float Positions - Designated relief positions known as “floaters” shall be staffed by full-time paramedics with at least one (1) year paramedic experience in the county or by full-time EMTs with at least nine (9) months of EMT experience in the county. These positions are open to any qualified paramedic or EMT. These positions will be staffed during a bid process, or personnel shall be assigned using reverse seniority, should there be a lack of participation. Floaters will be paid the 24 hour wage rate for the portion of the 24-hour period they are available to work. The Employer reserves the right to create additional 24 hour or non-24 hour “floater” positions, slots or schedules as the Employer may deem necessary to meet operational needs. If assigned to a unit, the floater shall be released at the end of the shift for the unit assigned.

Employees who are normally scheduled, as Floaters shall be issued company pagers 24 hours a day, seven (7) days a week.

No floater will be required to work over twelve (12) hours except on a 24-hour unit or a combination of 24-hour units during a 24-hour period.

Section 2.07 Meal Periods

Twenty-four (24) hour shift employees shall be allowed three (3) paid meal periods consisting of one (1) hour duration each.

Shifts of less than twenty-four (24) hours in duration shall be allowed one (1) thirty (30) minute paid meal period per each eight (8) hour period or any portion thereof over three (3) hours. Meal periods shall be scheduled by the Employer on a first request basis subject to system status at the time of request. Meal periods may be interrupted at any time to ensure patient care is not jeopardized.

Section 2.08 Sleep Time

Employees on twenty-four (24) hour shifts shall be allowed a paid eight (8) hour sleep period which may be interrupted by the Employer for responses to all calls including move-ups, standbys, emergency and emergency critical care transfers, and routine intra-county non-emergency BLS transfers. Employees on a 24 hr shift shall be allowed to sleep after 2:00 p.m., provided all station chores are complete and Company and/or County response time requirements are met.

Section 2.09 Rotation of Available Hours/Shifts

A. Available hours/shifts shall be defined as those hours/shifts, which are open.

Available hours filled as follows:

1. Part-time employees.
2. Full time employees on the available list by seniority.
3. Any employee willing to accept the shift.
4. Any means available to the Employer (*i.e.*, non-bargaining unit management personnel).
5. Mandatory call back in reversed order of seniority.

B. Should all employees exercise seniority for non-assignment, or should employees on the rotation list not be available, the Employer shall assign employees by inverse seniority to work the required overtime.

C. Effective January 1, 2007, mandatory shift assignment will be made in reverse order of seniority. Once accepted, the employee moves to the bottom of the rotation list. Employees will not be assigned a shift that interferes with his or her regular schedule. No employee will be mandatoried more than one shift per pay period. Employees may refuse a mandatory assignment. If an employee refuses a mandatory assignment, he or she will be restricted from any extra shift until a mandatory assignment is accepted.

A continuing database will be maintained by the Employer to ensure reverse seniority is maintained by assignment with the following guidelines:

1. Employees on a twenty-four (24) hour shift may only be mandatoried while on their four (4) day break.
2. Employees on a day shift may only be mandatoried for a day shift.
3. Employees on a night shift may only be mandatoried on a night shift.

Section 2.10 Mandatory Holdover

In the event an on-duty employees is to be held over or assigned on a mandatory basis, the Employer will notify the employee involved as soon as possible.

Section 2.11 Maximum Consecutive Shifts

No employee shall be required to work more than two (2) consecutive shifts without a minimum break period of twelve (12) hours except in emergencies.

Section 2.12 Reporting Pay

When no work is available for a full time employee on a regularly scheduled shift (not on additional or overtime shift), or the Employer has not been able to utilize the full time employee, the employee will have the option to either:

- A. Perform alternate work, at the request of the Employer, for four (4) hours of pay;

B. Perform work as a floater (as defined in this Agreement) for the remainder of the duration the employee's scheduled shift; or

C. Contact the scheduling department to pick up any open shift of equal or less hours, within fourteen (14) days.

If the employee opts to pick up an open shift, no open shift will be split to accommodate the employee.

Section 2.13 Special Assignments

A. Special Assignments include Field Training Officers/Preceptors and other Special Assignments, as designated by the Employer, which fall outside the employee's regular job description.

B. With respect to Employees in Special Assignments, it is understood that the number of positions will be limited and that the Employer reserves the right to set that number, to select those persons who will fill these positions, and to remove employees from these positions at the Employer's discretion. The Employer shall set the standards for an individual to continue to be designated in these positions. The Employer reserves the right to pay an individual Employee who serves in more than one of the positions named above a bonus or additional hourly rate for performing such multiple duties, but the Employer shall not be required to pay any additional compensation.

Section 2.14 Shift Trades

A. Full-time employees may be allowed to trade shifts in accordance with the following procedures:

1. Submit a completed Shift Exchange Form to the Scheduling Supervisor or his/her designee one hundred twenty (120) hours or five (5) business days prior to the date of the requested trade date. A completed Shift Exchange Form will include the signature of both employees.

2. The Employer's scheduler will respond in writing to the request at least forty-eight (48) hours prior to the beginning of the applicable shift. Trades will be approved at the discretion of the Employer designee. This discretion will be exercised reasonably.

3. Shift trades shall not result in additional labor costs or liability to the Employer.

4. Shift trades shall not result in uncovered hours.

5. The shift trade of any employee may be denied by the Employer for cause or operational requirements.

6. Shift trades will not be allowed for the purpose of avoiding discipline.

7. Employees will be held accountable for shifts they agree to cover.

8. Failure of an employee to show for agreed shift trade may result in termination.
9. There can only be two shifts trades per quarter by an employee requesting the shift trade.
10. There can be no shifts trades during holidays.
11. Exceptions to any of the above may be made at the Employer's sole discretion.

ARTICLE III-EVALUATIONS AND ORIENTATION (PROBATIONARY) PERIOD

Section 3.01 Orientation

All new employees will be provided an orientation. This orientation may include supervised ride-alongs. If an employee leaves before certification the employer must be reimbursed for all training and expenses. Said expenses shall be deducted by payroll deduction.

Section 3.02 Probationary Period

Full-time employees covered by this Agreement shall be on probation for their first six months (6) of employment. The probationary period may be extended by mutual agreement of the parties. Employees may be discharged for any reason during such probationary period without recourse through the grievance procedure set forth in Agreement.

Section 3.03 Evaluations

Employees will receive an evaluation by their supervisor after the first 6 (six) months within a new job classification. Thereafter, evaluations will be performed at a minimum on an annual basis and shall be given as close as possible to the evaluation date.

Evaluations will be used to measure employee's performance during orientation periods, help employees judge their strengths and weaknesses, improve skills and to provide employees with suggestions for improvement and measure achievement as employees strive to promote up the established career paths. Upon receipt of the evaluation the employee shall sign the evaluation indicating that the evaluation has been received. The employee shall be entitled to meet with the supervisor to discuss the evaluation. If changes are agreed upon, an addendum to the evaluation shall be prepared which the employee shall sign.

ARTICLE IV-UNIFORMS

Section 4.01 Required Uniform

- A. Employees will wear the Employer's uniform in accordance with the Employer's Policy and Operations Manual.
- B. Employer will provide each newly hired employee, after ratification, with the following uniform items:

- “Tee” Shirts (2)
- Pants (3)
- Shirts (3)
- Belt (2)
- Jacket (1)
- Name Tags (first name sewn on shirts)
- Patches (sewn on shirts)
- Rain Gear (1)

C. The Employer will replace any issued uniform items worn or damaged beyond reasonable repair by issuing a replacement item or a voucher good for a replacement item at the Employer’s uniform supplier. Employees must turn in worn uniforms at the time they are issued replacements.

D. Employees must submit damaged articles and replacement receipt to the Employer with in fourteen (14) days after damage occurs. Prescription eyewear will be replaced at reasonable cost.

E. The Employer agrees to provide a cleaning/laundry allowance of \$100 per year at the beginning of the year for full time employees to ensure that uniforms consistently present a positive, professional image. At the sole discretion of the Employer, the Employer may establish a process for the cleaning/laundrying of employee’s uniforms. If such a process is established, the cleaning/laundrying allowance will be discontinued.

ARTICLE V—COMPENSATION RATES

Section 5.01 Wages Increases

Existing wages paid to bargaining unit employees shall be adjusted as follows during the term of this Agreement:

Effective date:	12/2/06	12/2/07	12/2/08	12/02/09	12/02/10
Paramedic/EMT (24)	20%	5%	5%	5%	5%
Paramedic/EMT (12)	25%	5%	6%	7%	7%
Dispatcher	20%	5%	5%	5%	5%
SST	\$10/hr.*	5%	5%	5%	5%

* Any SST making more than \$10 per hour will continue receiving their existing hourly wage until the next scheduled increase on 12/2/07.

Section 5.02 Signing Bonus

Employees shall receive one time lump sum signing bonuses upon execution of this Agreement as follows:

Part-time employees	\$500
Full-time employees 0-1 yrs.	\$500

Full-time employees 1-5 yrs.	\$1000
Full-time employees 5+ yrs.	\$2000

Section 5.03 Overtime

Employees working twenty-four (24)-hour shifts will be paid one and one-half (1 ½) times their regular hourly rates for all hours worked in excess of forty (40) in a single workweek.

Employees working twelve (12)-hour shifts will be paid their regular hourly rates for ten (10) hours and one and one-half (1 ½) times their regular hourly rates for two (2)-hours. After twelve (12) hours, employees will be paid double (2x) their regular hourly rates.

Employees who work half (12 hours) of a twenty-four (24)-hour shift will be paid at the twenty-four (24) hour rate.

Section 5.04 FTO/Preceptor Differential

Employees who serve as field training officers will receive fifty cents (\$.50) per hour in addition to their current rates of pay for each hour they serve in this capacity.

Upon the conclusion of an internship and submission of a “Preceptor Reimbursement Request” form signed by the designated Quality Assurance Manager, employees serving preceptors will receive three hundred and fifty dollars (\$350).

Section 5.05 Night Differential

Employees working a night shift shall continue receiving five percent (5%) above their base hourly rate.

Section 5.06 Wage Scale from EMT to Paramedic

EMTs who subsequently become Paramedics will continue receiving their EMT hourly rate as their starting Paramedic pay rate.

ARTICLE VI—BENEFITS

Section 6.01 Health

The Employer will maintain existing coverage of private health and welfare and dental plans to the employee and their dependents. (See details of Company Plans.)

A. 4 – 36 months – Employees will be offered a choice of HMOs with the Employer contributing 80%, employee paying %20. Employees with dependents, Employer contributing 60% - employee 40%.

B. 37 – 60 months – Employer contributes 85%, employee contributes 15%. Employees with dependents, Employer contributes 70%, employee contributes 30%.

C. 61 months or greater – Employer contributes 90%, employee contributes 10%. Employees with dependents, Employer contributes 80%, employees contribute 20%. The pre-eligibility period for medical, dental and vision benefits is ninety (90) days.

D. Vision and Dental plans will continue to be covered in full (100%) for the employee only by the Employer after the pre-eligibility period.

E. Employees who opt not to participate in any of the Company health care and benefit plans will be eligible to receive in lieu pay in an amount equal to 50% of the premium cost for individual major medical coverage based on the Kaiser plan after three (3) months of full-time service.

Section 6.02 401(k) Plan

The Employer will continue providing a 401(k) Plan for employees. The Employer will make an annual profit sharing contribution to the 401(k) account of each employee who achieves 36 months of continuous employment with the company. The annual profit sharing contribution shall be a minimum of three percent (3%) of an employee's gross wages for the preceding 12 months. The annual profit sharing contribution shall be made to an employee's 401(k) account on or before December 31 of each year. Employees are eligible to participate in the Employer's 401(k) Plan after 90 days of continuous employment with the company and to make voluntary contributions to their individual accounts.

For calendar year 2006 only, the Employer shall make a profit sharing contribution to the 401(k) accounts of all eligible employees in an amount not less than three percent (3%) of each employee's gross wages for the preceding 12 months.

Section 6.03 IRS Section 125 Flexible Spending Plan

The Employer shall continue its existing IRS Section 125 Flexible Spending Plan for bargaining unit employees.

Section 6.04 Credit For Time Served With A Previous Provider

Employees of companies purchased or merged with the Employer shall receive credit for time served with the purchased or merged company towards any qualification period for health benefits under this Article.

ARTICLE VII—LEAVES

Section 7.01 Paid Time Off

Employees will continue to accrue, use, carry-over and cash-out paid time off ("PTO") as specified in the Employee Handbook. The Employer will grant or deny requests for PTO in writing not less than forty-eight (48) hours in advance of the requested PTO leave.

Upon termination of employment, employees will receive pay for all accrued and unused PTO.

Section 7.02 Holidays Observed

The following holidays are observed during the year:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Years Eve Day

Employees working a holiday shall be paid one and one half (1½) times their regular hourly rates of pay for their entire shift. Employees are deemed to have worked a holiday only if their shift began on the holiday.

Section 7.03 Personal Leave

All full-time employees after successfully completing one year of full time employment are eligible to request a voluntary leave of absence. Requests must be made in writing to Management and state the reason for the leave request in order to be reviewed and considered by the Employer. The maximum allowable leave of absence for a voluntary personal leave is thirty (30) days, unless the Employer agrees in writing to extend the absence. An employee who is granted a return to work after a voluntary personal leave of absence and who fails to show up on the first shift scheduled after the leave of absence shall be considered to have resigned.

Section 7.04 Family, Pregnancy and Medical Leave

Employees may request a leave of absence under the provisions of the Federal Family and Medical Leave Act of 1993 or the California Family Rights Act as amended in 1993, provided they meet all of the criteria required by these Acts. 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 obtain medical opinions and certifications supporting the leave request. In all cases of leave under the provisions of the Family and Medical Leave Act of 1993 or the California Family Rights Act as amended in 1993, the employee shall be returned to their former or an equivalent position upon return from the leave. Employees, solely at their option, shall have the right to utilize available PTO vacation benefit time in substitution for any part of the twelve (12) week period required by the Act. Medical benefits for employees on Family and Medical Leave will continue to be provided by the Employer on the same basis as when the employee was actively at work provided that if the employee is normally responsible for a portion of the health insurance premium, the employee must continue to make such payments to maintain coverage.

Where the employee has been on leave because of personal illness or injury, the Employer reserves the right to require the employee to submit to a physical examination and/or provide an Employer's Unrestricted Return to Work Clearance Form completed and signed by a physician, prior to returning to work.

An employee who does not return to work on the first shift scheduled after a family and medical leave will be considered to have voluntarily resigned from employment.

The maximum length of leave under this Section shall be six (6) months and such maximum leave length may be extended only at the *sole* discretion of the Employer.

Section 7.05 Worker's Compensation Leave

Employees who become ill or injured as a result of performance of their job responsibilities will be granted a leave of absence. This leave will not exceed the period of disability. Employees will be required to present verification from a medical doctor to be release from work. Prior to returning to work, employees must either present the Employer's Unrestricted Return to Work Clearance Form completed and signed by a medical doctor, or received written clearance from a medical doctor provided by the Employer.

The Employer will continue to provide health benefits for employees on Workers Compensation leave up to a maximum of three (3) months, on the same basis as when the employee was actively at work.

Whenever feasible, the Employer intends to offer a light-duty position to employee injured at work. Time worked in such a position will be paid at the applicable job position pay rate.

Section 7.06 Military

Employees who enter active military service, or who are called to emergency military duty, will be granted a leave of absence upon presentation of the appropriate written orders 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.

Section 7.07 Extension of a Leave of Absence

A leave of absence may be extended at the discretion of the employer.

Section 7.08 Rights Upon Return from a Leave of Absence

For employees returning from any leave of absence provided under this Agreement, other than those for which federal or state law mandates the terms and conditions of such a return to work, provided the employees gives seven (7) business days notice of this/her intent to return, the employer shall make every reasonable effort to return the employee to an available, vacant position for which the employee is qualified. When an employee returns from any approved leave of absence the employee shall receive the rate of pay (plus any applicable contract-date wage increases) and shall be entitled to all seniority and benefits the employee acquired and/or accrued prior to taking such a leave, except for employees granted a personal leave of absence pursuant to Section 7.03, whose seniority and benefits shall be frozen during the personal leave of absence.

Section 7.09 Jury Service

An employee who is called to jury duty will receive up to three paid days (not to exceed eight (8) hours) pay as time worked for any regularly scheduled shift they are required to miss except what is required by law minus what the court has paid the employee. An employee who is retained by the court in excess of four (4) hours need not return to work for the remainder of that regularly scheduled shift.

Employees will be granted additional time off without pay for any further time required to serve obligatory jury duty.

Employees who receive a jury duty notice shall notify the scheduling department or their designee within forty-eight (48) hours of receipt of the notice. This will allow the appropriate party to anticipate and arrange for relief in the case of absence, should that become necessary. Employees must call the scheduling department or their designee daily to report their jury duty status and when they anticipate returning to work.

Section 7.10 Subpoena/Witness Service

A full-time employee who is subpoenaed by a court of law for work related matters will receive up to three (3) days pay (not to exceed eight (8) hours) as time worked for any regularly scheduled shift(s) they are required to miss.

ARTICLE VIII—EDUCATION AND TRAINING

Section 8.01 Paramedic Continuing Education

All full-time paramedics shall be allowed to attend CE training equal to twenty-four (24) hours per calendar year with regular pay while off duty. Employer provided CE training shall be given reasonable preference by employees over outside providers where the subject of such training is the same. Should the state or county require additional hours of continuing education, the employer will provide such training and will pay the employee up to the number of hours per year required.

Section 8.02 Paramedic Re-certification and Re-License Fees

A. The items listed below may be required to maintain paramedic accreditation. The Employer will provide each required item at no charge or reimburse full-time employees any reasonable fee paid, upon verification of a passing score or certificate of completion and presentation of receipt of payment.

B. If the Employer provides any of the following training within the expiration date of a license or certification, and if there is an available opening in the training and an employee elects not to participate, then he/she will remain responsible for payment of all required fees.

1. Advanced Cardiac Life Support
2. Basic Cardiac Life Support
3. Pediatric Advanced Life Support

4. Pre-Hospital Trauma Life Support or Basic Trauma Life Support
5. Any other license/certification required by the County or State.

C. The Employer shall reimburse full-time paramedics for re-license and re-accreditation fees required by the State and County upon proof of payment.

Section 8.03 EMT Re-certification

A. All full-time EMT's shall be allowed to attend employer provided continuing education training or an EMT re-certification class whichever is required by the county in which the EMT is employed for up to twelve (12) hours per calendar year with regular pay while off duty. Should the state or county require additional hours of continuing education, the employer will pay the employee up to the number of hours per year required.

1. The Employer shall reimburse full-time EMT's for re certification fees required by the state and county upon proof of payment.
2. The employee must maintain their certification and accreditation during work.

Section 8.04 Reimbursement

New full-time employees shall be reimbursed for certifications after one year of full time service.

Section 8.05 Licensing/Qualifications

All employees required by law and/or Employer policy to hold any license, certificate, or accreditation in order to perform their job responsibilities are solely responsible for maintaining such license, certificate, or accreditation in current, valid status. Failure to maintain such a license, certificate and/or accreditation may result in disciplinary action, up to, and including termination. All required certification shall be on the employee's possession at all times while on duty.

Section 8.06 Communications Center Training

The Employer shall provide CPR training to all communications center personnel.

Section 8.07 Orientation

All new employees will be provided an orientation. This orientation may include supervised ride-alongs. If an employee leaves before certification the employer must be reimbursed for all training and expenses. Said expenses shall be deducted by payroll deduction.

Section 8.08 Trainee Progress

Employees who serve as FTOs shall report the progress of trainees to the Quality Assurance Manager at the conclusion of trainee's third shift in order to evaluate the trainee's performance and whether the trainee's FTO period will be extended.

ARTICLE IX—DISCHARGE/DISCIPLINE

Section 9.01 Discipline and Discharge

The Employer shall have the right to discharge or suspend or take other disciplinary action “for just cause.” “Just Cause” discipline shall include, but not limited to the following:

1. Dishonesty
2. Drunkenness
3. Gross negligence while on duty
4. Substance abuse pursuant to Section 20
5. Fighting or horseplay
6. Selling, transporting or the use of illegal drugs and narcotics
7. Insubordination
8. Refusal to respond to a call as directed by the dispatcher or supervisor
9. Gambling
10. Any unlawful or illegal act while on duty or conducted on Company property
11. Firearms on company premises or carried on duty
12. Deviation from the System Status Plan
13. Theft
14. Loss of permits or certification required by the county, state or company
15. Sexual harassment or harassment of any other kind
16. Failure to restock or refuel an ambulance or complete paperwork shall be grounds for job abandonment
17. One no show or one no call

Section 9.02 Termination and Suspension

The Employer shall send to the authorized Association representative written notification of all discharges and suspensions of employees within seven (7) business days after the effective date of such discharge or suspension. If the Association desires to contest any discharge or suspension, the Association must pursue the matter through the grievance procedure provided for in Article 10 of this Agreement beginning with Step One.

Section 9.03 Disciplinary Notices

It is understood that the disciplinary notices for incidents of unsatisfactory performance shall remain in the employees file for a period of one (1) year, except notices which pertain to driving and/or patient care; such notices shall remain in the file indefinitely. Other discipline shall be deleted after one (1) year.

The Employer agrees to provide language on the disciplinary notice form to the effect that the employee’s signature is only an acknowledgment of receipt. The Employer and Association encourage employees to sign disciplinary notices. Should the employee refuse to sign, a supervisor’s signature will serve as evidence that the employee did receive the disciplinary notice.

Section 9.04 Disclosure

In the event the Employer disciplines or discharges an employee, the Employer will, upon request of the Association, provide to the Association copies of any documents or written statements used by the Employer as a basis for its action. Where such documents contain confidential patient care or legal information, such confidential information will be blacked out prior to providing the documents to the Association. If the Association does not file a grievance within 7 calendar days the grievance shall be barred.

Section 9.05 Access to Personnel Files

An employee shall have the right to review his/her personnel file upon written request to Human Resources. An appointment will be scheduled during regular business hours within twenty-four (24) hours. The review will take place in front of management personnel. The employee may have a Association representative present. The employee may request a photocopy of documents in his/her file at no cost to the employee. Confidential information or any information pertaining to an ongoing investigation is not available for the employee's review.

The Employer shall provide an opportunity for the employee to respond in writing to any information in the employee's personnel file about which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written response to be included as part of the employee's permanent record.

ARTICLE X—GRIEVANCE AND ARBITRATION

Section 10.01 Grievance Procedure

The purpose of this procedure is a timely adjustment of grievances by the Employer and the Association following a prompt investigation and thorough discussion. In the event any grievance arises concerning the interpretation of application of any of the terms of this Agreement, and/or any dispute concerning wages, benefits and working conditions, such matters shall be adjusted according to the procedures and conditions set forth below. Employees should attempt to resolve problems informally with their immediate supervisor before resorting to the grievance procedure. Any agreement between the employee and the supervisor will be a non-precedent setting settlement.

Step One - The employee or the Association through its shop steward or field representative shall submit grievance in writing to the appropriate department/division director within fifteen (15) calendar days of the occurrence giving rise to the grievance. The Director shall meet with the grievant and/or his/her representative within ten (10) calendar days and give his/her answer in writing within ten (10) calendar days after such discussion. In case of a discharge or suspension the grievance must be filed within ten (10) calendar days of the Association receiving notification of such discharge or suspension. Grievances resolved at this step shall not be precedent setting.

Step Two - If the procedure in Step One fails to resolve the grievance then, within fifteen (15) calendar days after the receipt of the Step One answer, the grievance shall be submitted to the General Manager, or his/her designee. The parties shall meet in an attempt to resolve the issue

within fifteen (15) calendar days after such submission or at the next regularly scheduled Step Two meeting, if such there is, or by mutual agreement the parties may submit the matter to some alternative non-binding dispute resolution procedure. The Operations Manager or his/her designee shall respond, in writing, within fifteen (15) calendar days from the date of the meeting or alternative dispute resolution procedure. Disputes resolved at this level may be precedent setting if the parties mutually agree.

Step Three - In case of failure of the parties to settle the grievance at Step Two, the Association may request that the grievance be referred to arbitration or a Federal Mediator within ten (10) calendar days from the Association's receipt of the Employer's Step Two response and shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within ten (10) calendar days from the receipt of the list from FMCS, the parties shall select an arbitrator by the process of alternately striking names from such list. The party to strike the first name shall be determined by lot. The arbitrator's decision shall be final and binding on the Employer, the Association, and the employee(s) involved. The costs of the arbitration shall be borne by the losing party; the costs include the arbitrator's fees and expenses, hearing room cost, and the cost of a transcript. Should a dispute arise as to who, in fact, is the losing party in any arbitration held pursuant to these provisions and the arbitrator is called upon to make a determination as to who, in fact, is the losing party, his or her additional fees, if any, for making such a final determination shall be paid by the losing party. Further, the arbitrator may order a splitting of the fees in cases where he or she cannot make a decision as to who, in fact, is the losing party. The arbitration or Federal Mediator shall have no power to add to, subtract from, or otherwise modify any provision of this Agreement.

Section 10.02 Time Limits

By mutual agreement between the Association and the Employer, the time limits of any step of the grievance procedure may be extended and this extension must be confirmed in writing within the specified time limits. In the event the Association fails to appeal the grievance to the next step of the procedure, or either party fails to respond to the grievance within the time limits specified, the grievance shall be resolved on the basis of the opposing parts last stated position without setting precedent.

Section 10.03 Participants

The Employer agrees that the grievant shall be allowed to participate in any and all steps of the dispute procedure. The parties agree to exercise their best efforts to arrange grievance meetings which accommodate the schedule of all participants.

Section 10.04 Complaint Procedure

Any other complaint that is not covered by the terms and conditions of the Agreement maybe taken up to Step 2 of the grievance procedure. The decision at the Step 2 level may not be taken to arbitration.

Section 10.05 Liability

Liability for back wages, time off accruals or any other economic benefit, shall be limited to three (3) months' pay for the grievance with no reinstatement.

ARTICLE XI—SENIORITY

Section 11.01 Seniority Defined

Seniority for full-time employees, shall be defined as the period of continuous service from the employee's most recent date of hire into such full-time employee's current classification. This shall only include dispatchers, EMTs and Paramedics. If there is a layoff or recall, the layoff or recall shall be based on ability and length of service. The employer has the sole discretion to determine who shall be laid off and his decision is subject to the grievance procedure. Employees changing classifications will maintain seniority from previous classification, not to exceed one (1) year for the purpose of shift bidding, layoffs and recalls only.

Seniority for employees who change job classifications shall remain unchanged for purposes of time-off accruals and benefits.

Section 11.02 Loss of Seniority

An employee shall lose all seniority rights and employment will cease for any of the following reasons:

- A. Resignation
- B. Discharge
- C. Three (3) months of continuous layoff.
- D. Failure to report on recall to work following layoff: within one (1) calendar week after notice by certified mail has been received by the employee.
- E. Failure to report to work at the conclusion of an authorized leave of absence.
- F. Absence for any reason extending beyond thirty (30) calendar days, excluding absence for industrial injury or illness or an approved leave of absence.

Section 11.03 Recall from Layoff

As positions become available, the Employer shall choose qualified employees based upon length of service and ability. The Employer shall have the sole discretion to which employees are recalled and his decision is subject to the grievance procedure.

Section 11.04 Seniority Lists

Upon request by the Association, the Employer shall provide a seniority list of all regular full-time and all part-time employees covered by this Agreement both of which shall include each employee's seniority date.

Section 11.05 Seniority Application

For purposes of overtime, time off accruals, scheduling, transfer, layoff or recall from layoff; seniority and ability shall prevail within any classification within the bargaining unit. Notwithstanding the foregoing, when additional employees are needed to replace scheduled employees, who call in to report their absence, the Employer may schedule employees in the order they make themselves available and can report timely to cover the required shift.

Section 11.06 Advance Notice of Layoff

The Employer shall notify affected employees of any reduction in force no less than ten (10) days from the date of the layoff.

ARTICLE XII—HEALTH AND SAFETY

Section 12.01 Right to Refuse Unsafe Work

No employee shall be required to work under hazardous conditions or with unsafe equipment that would be hazardous to the employee or the employee's co-workers and/or a 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. Employees who violate Company safety rules and regulations may be subject to disciplinary action up to and including termination. No employee will be subject to discipline for reporting health or safety problems.

Section 12.02 Company Paid Immunizations

The Employer will either provide or pay the fees for Hepatitis B inoculation series (HBV), Tuberculosis PPD test, and those immunizations which are in accordance with the recommendations of the United States Public Health Service Advisory Committee on Immunization Practices or the County Health Officer. The Employer reserves the right to determine times and locations within the county of employment where an immunization must be obtained. If the Employer elects to provide an immunization, the Employer will not pay the fees for any employee who obtains it elsewhere. All employees shall either obtain each immunization provided by the Employer or sign a waiver as requested by the Employer.

Section 12.03 Safety Equipment

The Employer shall provide the following safety and protective gear for each ambulance:

- A. Safety helmets with eye protection;
- B. Biohazard kit: includes a gown, goggles, face shields;

- C. Reflective items;
- D. Hazmat placard books

Section 12.04 Smoke and Tobacco Free Work Place

Smoking or use of tobacco products (including chewing tobacco) will not be permitted in areas that constitute either a fire hazard or disturbance to patients, visitors, or co-workers or in ambulances or stations.

Section 12.05 Health and Safety Committee

The Employer and the Union shall establish a Committee which shall be comprised of two (2) representatives of the Employer appointed by the Employer and two (2) representatives of the Union appointed by the Union, with rotation of Chairmanship. The function of the Committee is to discuss work related matters of mutual interest and/or concern for the purpose of establishing safe working conditions and procedures, efficiency of operations, quality patient care, and harmonious working relationships.

A. Scope of Committee

The Committee will be responsible for an ongoing review of health and safety issues, as well as investigating safety issues referred to the Committee by an employee or by the Employer. This includes the following and other items only as they relate to health and safety:

1. Worker's Compensation Claims (only to determine if they could have been prevented).
2. Accidents (only to determine if they could have been prevented).
3. Review possible new equipment or protective devices.
4. Equipment currently used in the performance of duties.
5. Any request for an additional piece of equipment that could be used in the performance of duties.
6. Job related procedures.
7. Review of safety related training needs.
8. Any perceived safety issue that may affect the employees or the general public.
9. Protocol for field testing equipment and procedures.
10. Facility security issues.

B. Committee Process

1. The Committee shall meet quarterly, unless both parties mutually agree to cancel the meeting.
2. Individuals may petition the Committee for an investigation of health and safety issues. The Employer may act immediately to correct the situation prior to the Committee meeting.
3. The petitioner shall be allowed to address the Committee. Committee members may invite the participation of individuals for purpose of contributing to the process.

C. Committee Recommendation

The Committee shall not have the power to change the provisions of this Agreement, to negotiate new agreements or to resolve grievances. The Employer shall have the sole discretion to implement any recommendations of the Committee, and the Employer's decision shall not be subject to the grievance procedure.

Section 12.06 Employee Assistance Program

All employees may participate in the Company's Employee Assistance Program ("EAP") immediately upon hire. Administrative costs of the EAP program are fully paid by the Company. All communications and records relating to the EAP are strictly confidential.

Section 12.07 Critical Incident and Stress Debriefing

The Employer will use its best efforts to ensure affected employees are able to attend critical incident and stress debriefing sessions.

ARTICLE XIII—ALCOHOL AND DRUG FREE WORKPLACE

The Association and the Employer are committed to maintaining an alcohol and drug free workplace for the safety of employees, patients and the public. The Association and the Employer agree that bargaining unit employees are subject to the "Medic Ambulance Drug and Alcohol Policy" appearing in Addendum "A" of this Agreement, except as modified by below.

The Medic Ambulance Drug and Alcohol Policy is hereby modified so that the Employer reserves the right to discipline employees who test positive for drugs or alcohol following a reasonable suspicion or post accident test, even when the employee admits to having a drug or alcohol problem and volunteers to participate in a drug and/or alcohol rehabilitation program prior to the test.

ARTICLE XIV—TRANSFER OF COMPANY, TITLE/INTEREST OR CLOSURE

The Employer shall give the Association 15 days notice prior to any sale or purchase to a purchaser, lessee or assignee.

ARTICLE XV—SUBCONTRACTING

The Employer shall have the right to subcontract unit work as long as all employees are currently working.

ARTICLE XVI—ASSOCIATION RIGHTS

Section 16.01 New Employees

The Employer shall furnish the Association with the names, addresses of newly hired employees covered by this Agreement, within thirty (30) days following the employee's date of hire.

Section 16.02 Agency Shop

No later than the thirty-first (31) day following the beginning of their employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition employment, become and remain a member of the Association, paying the periodic dues and initiation fees uniformly required, **or**, in the alternative, shall, as a condition of employment, pay an agency fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of membership, or, if the employee objects to the payment of that fee, shall, as a condition of employment, pay that portion of the agency fee that is related to the Association's representation costs.

Employees who fail to join the Association and/or fail to pay the monies required by this Agreement, upon written to the Employer from the Association, shall be discharged from employment.

Section 16.03 Check-Off

Upon receipt of an individual, voluntary, written and unrevoked check-off authorization from an employee in the bargaining unit, the Employer will deduct from the pay of such employee during each calendar month, a sum equal to that employee's monthly Association dues or agency fees which fell due during the immediately preceding month. The Employer agrees to promptly remit the sums deducted under this paragraph to the Association.

The Association will advise the Employer of the amount of dues or fees to deduct from the pay of employees during the term of this Agreement. Changes in the dues/fees check-off procedures may be implemented during the term of this Agreement only by mutual agreement of the parties.

Section 16.04 Indemnification

The Association shall indemnify and hold the Employer harmless against all claims, demands, actions or other liabilities, including the Employer's reasonable attorney's fees, that may be made against or incurred by it arising from or by reason of any action or inaction by the Employer in reliance upon the Association's representation furnished to the Employer by Association or employees for the purpose of complying with any of the provisions of this Agreement.

Section 16.05 Association Access

A duly authorized representative of the Association shall be permitted to meet with employees on duty in order to conduct legitimate Association business provided such activity does not interrupt or interfere with the work of any employee and is not at an Employer sponsored meeting or event. All business and conversations between Association representatives and employees will be conducted in a private location so they will not be observed nor overheard by patients, customers or the public. Association representatives must immediately notify the general manager of their presence before their arrival for any visitation. Conducting business by Stewards shall be unpaid.

Section 16.06 Bulletin Boards

Bulletin boards shall be made available at each work site to post official Association and Company business. The operations manager shall receive copies of all material to be posted prior to, or at the time of, posting. The space provided for such bulletin boards will be maintained by the shop steward and official Association representative, with the posting or removal of bulletins and publication to be handled only by the same.

Section 16.07 Stewards

The Employer recognizes the right of the Association to select a reasonable number of Association Stewards. The Employer agrees that there will be no discrimination against authorized Stewards because of Association activity. Stewards shall not be recognized by the Employer until the Association has notified the Employer in writing of the selection and names of Association Stewards. The Association will also notify the Employer in writing when individuals leave the position of Steward. Stewards shall not allow their activities as Stewards to interfere with or disrupt the performance of their work or the work of any other employee. A Shop steward can attend any disciplinary and investigatory meetings and Step 1 grievance meetings held after their shift and there will be no payment for representation on or off their shift.

ARTICLE XVII—MANAGEMENT RIGHTS

All management rights, powers, authority, and functions, shall remain exclusively vested in the Employer. It is expressly recognized that such rights, are by no means limited to, the full exclusive control, management and operation of the business, the scope of it's activities, the right to establish work rules, change shifts, work schedules, staffing or number of ambulances, the determination of the number, size and location of its facilities or any part thereof and the extent to which it and its facilities, or any part thereof, and the extent to which it and its facilities, or any part thereof, shall be operated, consolidated, relocated, shut down, sold, otherwise transferred; the right to terminate, merge, sell, or otherwise transfer the business or any part thereof; the determination of the number of employees and the assignment of duties thereto and the direction of the working force including, but by no means limited to, hiring, selection and training new employees.

It is the intention of the Employer and the Association that the rights, powers, authority and functions referred to herein shall remain exclusively vested in the Employer, except insofar as specifically surrendered by the express provisions of this agreement.

It is also the intent of the employer and the Association that nothing in this agreement shall impair or infringe on the employers right to enforce its current policies and procedures, except to the extent any such policy or procedure conflicts with the express terms of the agreement.

ARTICLE XVIII—NO STRIKE/NO LOCKOUT

Neither the Association, its agents nor any of its members will collectively, concertedly, or in any manner whatsoever, engage in, incite or participate in any picketing, strike, sit down, stay in, slowdown, boycott, work stoppage, paper strike (the deliberate failure to submit timely, quality, accurate and complete medical reports and billing information), or sympathy strike against the Employer during the term of this Agreement; and the Employer agrees that during the term of this Agreement, it shall not lock out any of the employees covered by this Agreement. It is further understood that the duly authorized representatives of the Association shall use their best effort on behalf of the Association to actively encourage the employee(s) engaging in a violation of this Section to cease such conduct.

Employees found to have violated the terms of this Article shall be subject to discipline up to and including discharge. Employees shall have the right to grieve discipline or discharge under this Article to the extent they claim not to have engaged in a violation of this Article.

The Employer and the Association recognize that the duties performed by employees involve life and death situations. Failure to immediately transport patients to hospitals and other designated medical facilities, and respond from hospitals and other medical facilities to patients, can result in compounding the problems of already ill and injured patients. Yet, it is also recognized that bargaining unit employees have a need to communicate with other Association employees who are engaged in job actions.

To meet both of these needs, the Employer and Association agree that;

1. Under no conditions shall employees delay the transport of any patient because of a picket line or any other such job action.
2. Under no circumstances shall employees delay a response to a request for service due to any Association job action. Employees are expressly prohibited from delaying the response to any request for service or the provisions of any care and/or transport as required.
3. Employees may, after crossing picket lines to deliver patients, following such patient delivery, return to the picket line and explain to picket captains or other picketers why the picket line was crossed. Employees shall at all times remain available for dispatch by the Employers Communication Center, and immediately respond to patients or standby post locations as requested.

ARTICLE XIX-MISCELLANEOUS

Section 19.01 Telephones at the Employer's Facilities

Although the occasional use of the Employer's telephones for a personal emergency may be necessary, routine personal calls are discouraged. Personal cellular telephones must be turned off or set to a silent later during working hours while on duty.

Section 19.02 Outside Work

All employees shall not work for another private provider of EMS that is either in a county adjacent to Solano, or is within a 30 mile radius of the Vallejo Main facility.

Employees shall not use shift exchanges or free time to work for another provider.

The Employer shall be considered by all employees covered by this Agreement as their employer of first choice.

Section 19.03 Working Rules and Regulations

Reasonable rules and regulations for the conduct of the business that the Employer considers necessary and proper and which do not conflict with the terms of this Agreement shall be observed by all employees. Such rules and regulations shall be issued to the employees in the form of a manual.

Notification of any changes, deletions, additions or modifications of such rules and regulations shall be posted in a conspicuous place and submitted to the Association within 14 (fourteen) days prior to the effective date.

No employee will be disciplined for any new policy of which employee has not signed a form acknowledging receipt of the new policy.

Section 19.04 Work Stations

Work stations and crew quarters shall be maintained by the Employer in a habitable condition in accordance with federal, state and local laws and ordinances.

Section 19.05 Severability

Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction or by any State or Federal Administrative Agency (*e.g.* The National labor Relations Board), such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. The parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws and legal standard.

ARTICLE XX—TERM OF AGREEMENT

Section 20.01 Term

This Agreement shall remain in full force and effect from the date of final execution by the parties, except as otherwise specifically provided in this Agreement, through and including November 30, 2011, and shall continue in full force and effect from year to year thereafter, unless notice of desire to amend or terminate the Agreement is served in writing by either party upon the other at least sixty (60) days prior to the date of expiration.

Medic Ambulance
By: [Signature]
By: [Signature]
By: _____

NEMSA
By: [Signature]
By: [Signature]
By: _____