

AGREEMENT

BETWEEN

La SALLE AMBULANCE, INC. d/b/a
RURAL/METRO MEDICAL SERVICES

481 William Gaiter Parkway
Buffalo, NY 14215

AND

FREIGHT DRIVERS, HELPERS,
DOCKMEN AND ALLIED WORKERS
TEAMSTERS LOCAL UNION NO. 375

656 Englewood Avenue
Buffalo, NY 14223

July 1, 2008 through June 30, 2012

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AGREEMENT

ARTICLE 1 PREAMBLE

This Agreement is made and entered into by and between LaSalle Ambulance, Inc., d/b/a Rural/Metro Medical Services ("Company") and Freight Drivers, Helpers, Dockmen and Allied Workers Teamsters Local Union No. 375 ("Union") affiliated with the International Brotherhood of Teamsters.

The purpose of this Agreement is to promote and maintain good relations between the Company, the Union, and the employees represented by the Union and to set forth the basic provisions upon which relations depend, in accordance with the National Labor Relations Act.

It is the intention of the Company and the Union to work together to provide mutually satisfactory terms and conditions of employment and to prevent and adjust grievances arising hereunder. It is also the intent of the parties to promote continued patient care and service of the highest quality.

ARTICLE 2 RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining representative for all full-time, regular part-time, and per-diem employees working as Emergency Medical Technicians, Paramedics, and Advanced Emergency Medical Technicians employed by the Company at its Buffalo, New York Division.

Excluded are dispatchers, VST employees, fleet employees, office clerical employees, mechanics, guards, and supervisors as defined in the certification or representation with the National Labor Relations Board.

ARTICLE 3 UNION SECURITY

All employees shall, as a condition of continued employment, pay to the Local Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to (i) an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues, or (ii) agency shop fees. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

The Union may request, in writing, that the Company terminate the employment of any employee who fails to assume, pay or agree to pay such dues and fees. Before requesting, in writing, such termination, the Union will provide the Company with a copy of a certified letter, return receipt requested, that was sent to the employee demanding such dues and fees. The Union's request to the Company to dismiss an employee shall be in good faith and shall be in writing specifically requesting dismissal. The Company will have four weeks following receipt of such information before it dismisses the employee, provided the employee has not made arrangements to begin paying such costs.

The Union agrees to indemnify and hold the Company harmless for any and all liability, damages, suits, charges, and the costs of defending itself it may sustain by reason of any action taken in accordance with this Article.

ARTICLE 4 CHECKOFF

- 4.1 The Company agrees, upon receipt of a written voluntary authorization card of any bargaining unit member, to deduct from the pay of such employee during each pay period, initiation fees, dues, agency fees, and other such obligations owed to the Union as may be legally deducted until such authorization is revoked in writing by the employee.
- 4.2 Within thirty (30) calendar days of the end of each biweekly pay period, the Company shall give to the Union a check in the amount of the total wage deductions, together with a list of the names of the employees from whose wages such deductions were made.
- 4.3 The monthly dues, initiation fees, and agency fee deductions shall be made in the amount certified in writing by the Union to the Company as the amount of the current monthly union dues, agency shop fees, and initiation fee. 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.
- 4.4 Voluntary authorization cards which comply with the provisions of the National Labor Relations Act and the applicable collective bargaining agreement and signed by the employees shall be furnished by the Union to the Company.
- 4.5 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.

ARTICLE 5
UNION RIGHTS

5.1 The Union shall have the right to designate up to a total of twenty-five (25) stewards, distributed in proportion to the Union employees working in a region. The Union shall notify the Company in writing of those designated stewards, and any changes thereto. The authority of job stewards shall be limited to and shall not exceed the following duties:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its *officers*, provided such messages and information:
 - (i) Have been reduced to writing, or
If not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Company's business.
- (c) Receipt of information from the Company intended for the Union.

5.2 (a) The Company will provide one (1) bulletin board with a glass cover and lock mounted near the location where employees clock in and clock out of work and where the Company receives permission from the owner for the purpose of posting the following:

- (i) Notices of Union recreational and social affairs;
- (ii) Notices of Union elections;
- (iii) Notices of Union appointments and reports of Union elections and the chairperson or designee's office hours;
- (iv) Notices of Union meetings;
- (v) Other notices considered bona fide Union activities and which have no other general distributions of postings by employees.

At the William Gaiter Parkway location, the bulletin board will be located in the southwest portion of the building, near the scheduling office.

(b) There shall be no other general distribution or posting by employees of pamphlets, advertising, or political material, notices or any other kind of literature, electronic or printed, upon the Company's property, or using equipment provided by the Company, other than is herein provided. Union communications or postings shall be limited to the Union bulletin board. All postings will be approved by the local Teamsters Business Representative.

(c) Employees may not sell merchandise, solicit financial contributions or solicit for any other cause without prior approval from the Company.

(d) The Company will provide written proof of any denial from a building owner that a bulletin board cannot be mounted on their property. Such written proof will be only considered acceptable on the owner's Company letterhead.

- 5.3 The Union shall be notified of any rule, resolution, regulations, policy, or procedure change relating to matters within the scope of representation not covered by this Agreement, which is adopted or implemented by the Company. The Union will have nine (9) business days to comment or convene a meeting with the Company to discuss any concerns or share input on such policy change, unless the change requires immediate implementation.
- 5.4 Union members shall be permitted to wear a Teamsters pin, not to exceed one-half (1/2) inch in diameter, as approved by the Company on the Company approved uniforms during working hours.
- 5.5 The Company agrees to allow the Union to hold new employee orientation meetings at Company facilities at times that are mutually beneficial and agreeable to both parties. Such meetings are not mandatory, however the request for orientation meetings will not be unreasonably denied. Employees attending such meetings will not be paid by the Company.

ARTICLE 6 UNION LEAVE

Union Stewards who have been continuously employed for at least one (1) year may request a leave of absence for Union business without pay for a period of time not to exceed three (3) years. This request must be in writing and must be accompanied by a letter from a Local 375 representative requesting the leave of absence and approved by management. Employees on a leave of absence for Union business will have their seniority frozen whole on leave. During the leave, an employee will be eligible to attend Rural Metro courses for which he or she is eligible, with any out of pocket costs to be paid by the employee unless the employee is an active Rural/Metro part-time or per diem employee.

Upon returning from an approved union leave of absence, the steward will be returned to his/her original shift and working schedule without prejudice, provided said shift still exists.

ARTICLE 7 NON-DISCRIMINATION

It is the Company's expressed policy and the parties to this Agreement agree that there shall be no unlawful 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, qualified disability or sexual orientation.

ARTICLE 8
HOURS OF WORK, OVERTIME, AND SCHEDULING

8.1 Working hours may be recorded by time cards, the CAD system or any other electronic or mechanical system as designated by the Company.

- a) All clocks within each facility shall be synchronized on a quarterly basis.
- b) The Company will provide thirty (30) days notice prior to the implementation of a new system. Any system implemented will allow for timely recording of hours worked and PTO time earned.
- c) The time records of employees covered by this Agreement shall be computed on the nearest quarter of an hour.

8.2 **Permanent Shifts**

The parties understand that the Company has the right to establish and schedule the shifts necessary to meet its business needs, subject to the following:

- a) The Company shall make every reasonable attempt to fill permanent open shifts and any other permanent schedule changes by seniority within position and/or certification requirements unless otherwise specified. For the purposes of this agreement, AEMT's currently occupying a Basic EMT position at contract ratification will not be forced out of that position unless a market-wide shift bid is implemented.
- b) In any given week, the Company will not involuntarily change an employee's work schedule to avoid payment of overtime.
- c) Full time employees shall not be regularly scheduled to work more than forty eight (48) hours in one week unless there is mutual agreement between the Company and employee.
- d) The Company reserves the right to deny overtime in excess of thirty (30) hours per week for any employee.
- e) Full time employees shall be scheduled at least forty (40) hours per week (minimum thirty-six (36) hours per week rotation)
- f) No employee shall be regularly scheduled to work shifts greater than eighteen (18) hours in length unless mutually agreed upon between the employee and the Company.
 - i) Twenty-four (24) hour shifts may be regularly scheduled in the following low call volume areas: Medina, East Aurora, Lockport and Springville.
 - ii) Where twenty-four (24) hour shifts are regularly scheduled, the Company will make a location to rest or sleep and bathroom facilities available.

- 8.3 The Company reserves the right to assign bargaining unit work to non-bargaining unit employees as long as such work does not exceed three (3%) percent of the total production hours. Non-union employees will not be scheduled to work on an ambulance beyond those working upon ratification. The Company agrees to notify the Union in writing at least twenty-one (21) calendar days prior to implementing a market-wide shift bid.
- 8.4 All full-time employees shall be subject to mandatory call-in under the provisions of this Agreement.
- 8.5 All unscheduled time must be approved by the scheduling department.
- 8.6 (a)
- (i) A working version of the next **six (6)** weeks weekly schedule, updated for occasional events such as vacations, etc., including open shifts, shall be posted at each base of operation and updated once per week. The Company's scheduler shall notify employees of open and unfilled shifts by reasonable means such as postings, paging, email, telephone calls, etc. Those employees wishing to volunteer for available work shall make their request to the scheduling department in writing. Ten (10) days prior to the open shift, the Scheduling Manager will review the requests and assign the shifts in the following order:
 - i) The employee with the least number of scheduled hours for the level of care.
 - ii) Seniority, with a Full-time employee in an overtime situation being given preference over a Part-time employee in an overtime situation for the level of care.
 - (ii) If the shift is still unassigned within ten (10) days of the start of the shift, the scheduling manager may fill the schedule in any manner necessary.
- b) **If no employees have volunteered to fill open shifts, those shifts shall be distributed and assigned by using a rolling seniority list, rotating from least to most senior within each classification. When an employee is excused from mandation because of an unavoidable conflict that employee will remain on the rotation list until he/she has worked a mandation assignment. An employee who schedules PTO/vacation of one full rotation/week or longer, will not be mandated on the regularly scheduled days off immediately prior to the PTO/vacation period. No employee will be mandated more than seven (7) days prior to the start of the shift.**
- (i) No employee who has worked sixty (60) or more hours in a week shall be assigned mandatory overtime, unless all

employees subject to mandatory overtime have worked sixty (60) hours. For the purpose of assigning overtime, Paid Time Off shall be counted in the hours accumulated during the week.

- (ii) The Company shall consider extenuating circumstances in the application of mandatory overtime.
- (iii) If a full-time, part-time, or per-diem employee is already working a shift, the Company may hold such employee over. If an employee is required to work more than one (1) hour past their scheduled shift end time, all hours beyond the initial one (1) hour will be paid at one and one-half times their regular straight hourly rate. This will not apply if the employee volunteers to work part of or the entire shift, or in a Company declared emergency situation. If the employee believes the holdover was inappropriate, they may contact their respective Area Manager to request an investigation.
- (iv) Examples of an emergency situation are, but not limited to; declared states of emergency, natural or man-made disasters, Acts of God, terrorist threats or activities, or mass-casualty events.
- (v) An employee must be notified at least two (2) hours prior to any call in mandation unless the Company declares an emergency situation.
- (vi) All hours worked as a result of call-in mandation will be paid at twice the regular hourly rate.

8.7 Tracking numbers will be issued for all time off requests and shift switches, and shall be the basis for determining an employee or Company error with respect to errors in reporting to work. If an employee reports to work due to a Company error, the employee shall, at the Company's option, work and be paid for a minimum of four hours or at the employee's request be released without pay. The regularly scheduled employee will have the right to keep this shift. In the event neither of them are regularly scheduled, then the most senior employee shall choose whether to keep the shift or not. If the most senior employee decides not to keep the shift then the less senior employee must work the shift. If the employee reports to work as a result of his error (i.e., no tracking number) the employee may be released at the Company's discretion without pay.

8.8 The Company shall maintain a special event sign-up book for employees at each base of operation listing all special events for the upcoming months. This book will be collected no later than the 20th day of the month and notification shall be made to the employees of special event shifts which they have been awarded no later than the 27th of that month for the following months. If an improved method for scheduling special events is available, the Company and the Union will jointly approve any changes. Those employees wishing to volunteer for available work shall make their

request to the scheduling office in writing. The Company reserves the right to schedule special events based on its business needs, distributed to employees on the basis of seniority.

- 8.9 (a) A permanent change may be made to an employee's schedule based on position and/or certification requirements either through assignment of vacant shifts, bidding on posted positions or exchange with another employee. The Company shall fill the position based upon seniority and the level of care no earlier than the 8th day.
- (b) Positions declared vacant by the Company shall be posted at the company's discretion for seven (7) days. The Company shall fill the position based upon seniority and the level of care. If the employee declines, the shift shall be awarded to the employee next in line by seniority.
- (c) The employee will be notified within seven (7) days from the closing date of the bidding period whether the bid was successful. The employee will accept or decline the schedule within forty-eight (48) hours of notification.
- 8.10 No offer of work or continuance of work shall be required to be made to an employee who is not qualified to perform the work available
- 8.11 If an employee is absent from his schedule for twelve (12) weeks or more, he is not guaranteed to return to his schedule unless otherwise defined in this contract.
- 8.12 The Company shall allow shift switches based on position and/or certification requirements as long as such switches occur in the same week and do not affect safety, efficiency, and violate other scheduling policies. The exchange must not be made for the purpose of avoiding discipline. Shift switches must be approved in writing by the Scheduling Manager or designee.
- 8.13 When an employee is unavailable to work a scheduled shift, non-bargaining unit employees shall be permitted to fill the shift after all bargaining unit employees have been solicited, and at least one (1) hour has passed in order to meet minimum staffing requirements.
- 8.14 Employees shall not be required to begin a shift within eight (8) hours of completing a shift of at least eight (8) hours in duration. This will have no effect on employee's attendance as tracked by the Company.

ARTICLE 9 REST AND MEAL PERIOD

- 9.1 Employees shall be entitled to a thirty (30) minute break period for all scheduled shifts of eight (8) hours or more. For shifts that are scheduled for sixteen (16) hours or more, there will be two thirty (30) minute break periods, the first within the first eight (8) hours of the shift and the second within the second eight hours of the shift. For scheduled twenty-four (24) hour shifts there will be ninety (90) minutes of break time, either three (3) thirty (30) minute periods, or such other combination as operations may allow.
- 9.2 It is the responsibility of the employee to timely request such break. However, the Company reserves the right to suggest a meal break.
- 9.3 The Company will make a good faith effort to provide a thirty (30) minute meal period to all employees and when on a meal break their unit will be last up on a non-emergent call, contract coverage and compliance, and standby events, unless they are the closest to a 911 and/or Priority 1 call.
- 9.4 Employees will not be denied a meal pickup when dispatched to non-emergent transfers. Such pickup will not interfere with on-time requirements, as dispatched.
- 9.5 Both crew members will be allowed to take their breaks and meal periods away from the ambulance simultaneously so long as they remain in contact with dispatch by cellular phone or portable radio.
- 9.6 Time spent on meal periods will be considered as time on the clock.
- 9.7 The Company will make a good faith effort to provide a meal period no later than the fifth (5th) hour of work.
- 9.8 **Extreme Fatigue**
An employee called in for a Company declared emergency outside of his or her normal scheduled shifts will in no case be required to work more than 16 hours in any 24 hour period.

ARTICLE 10 DEFINITIONS

- 10.1 Employee shall mean an employee of the Company covered by the recognition clause of this Agreement.
- 10.2 Any change in status shall be confirmed in writing to the employee and the Union as soon as practical, but in any event, no later than thirty (30) calendar days of the employee's written notification to Human Resources of such change, except in involuntary changes in status initiated by the Company. Such changes shall be communicated in writing to the employee and the Union at least seven (7) calendar days prior to the change taking

effect.

- 10.3 A full-time employee is one who is regularly scheduled a minimum of forty (40) hours per week or an average of forty (40) hours per regular rotation. "Work" for the purposes of this definition only, includes excused absences.
- 10.4 A part-time employee is one who is regularly scheduled a minimum of eight (8) hours but less than forty (40) hours. A part-time employee shall not be unreasonably refused full-time status subject to the grievance procedure.
- 10.5 A per-diem employee is one who works at least six (6) shifts per quarter where two (2) shifts must be at least eight (8) hours in length and road shifts, and where three (3) of these shifts must be a "hard to fill shift".
- 10.6 A road shift is defined as any shift that does not meet the definition of a special event as set forth in 10.7.
- 10.7 A special event is defined as a shift dedicated solely for a particular prescheduled event.
- 10.8 The work week is defined as the work week used for corporate payroll purposes, which currently begins on Saturday at midnight and ends at 11:59pm Friday. The work week definition will change in the same manner as any change to the corporate work week for payroll purposes.
- 10.9 Business days are defined as Monday through Friday, excluding holidays as defined by this Agreement. When time limits in this Agreement are discussed, calendar days will be used unless the contract language specifically requires the use of business days.

ARTICLE 11 PROBATIONARY PERIOD

The Union and the Company agree that all full-time, part-time and per diem employees must successfully complete a probationary period that begins upon hire and extends until One Hundred and Twenty (120) calendar days after an employee is cleared by a Field Training Officer (FTO). All new hires are on probation and may be terminated at any time, with or without reason, and with or without notice. Employees in their probationary period do not have access to the grievance procedure, except the Union reserves the right to file a grievance if, over a twelve (12) month period, they have determined that the Company has terminated more than 50% of its probationary employees during the probationary period defined herein.

The Company may extend the probationary period of an employee for a period not to exceed sixty (60) days, if it is determined that performance is not acceptable but termination is not an alternative pursued by the Company. A Union steward will be consulted prior to the extension.

The Company will take a reasonable effort not to schedule two (2) new probationary employees to work alone in the same vehicle on a regular basis except for the general transport cars.

ARTICLE 12
SENIORITY

- 12.1 Seniority is defined as the length of continuous service of an employee starting with the employee's most recent date of hire.
- 12.2 There shall be separate full-time and part-time seniority lists, which shall be updated by the Company on a monthly basis and posted in the scheduling office, with a copy sent to the Union.
- 12.3 An employee shall acquire seniority, based upon their most recent hire date, upon satisfactory completion of his probationary period.
- 12.4 Economic fringe benefits shall apply only to full-time employees, unless otherwise specifically provided herein. For pay purposes, only full-time seniority or its equivalent in part-time service shall be considered. For pay, benefits and scheduling purposes, employees classified as part-time shall accrue seniority at the rate of fifty percent (50%) of the total time classified as part-time, and employees classified as per diem shall accrue seniority at the rate of twenty five percent (25%) of the total time classified as per diem.
- 12.5 An employee covered by this Article shall lose his continuous service and all of his seniority rights for the following reasons:
- (a) Voluntary quit;
 - (i) Failure to report for work for two (2) consecutive working days without prior notification to the Company of the reasons for such absence shall be considered a voluntary quit beginning on the first day of absence, unless such cases are beyond the employee's control;
 - (b) Discharge for just cause;
 - (c) Resignation or retirement;
 - (d) Failure to return from an approved leave of absence on a scheduled date for return, except for extenuating circumstances beyond the control of the employee with timely written notification to the Human Resources Manager.
 - (e) If an employee has been laid off for over two (2) years.
 - (f) If the employee fails to respond within ten (10) business days after notification by certified letter of recall to the employee's last known address.
- 12.6 An employee who has seniority and takes a non-bargaining unit position with the Company will have their seniority frozen at that time. If the employee returns to a bargaining unit position, then he or she will return to their previous seniority status, as it existed prior to accepting the non-bargaining unit position. For example, if an employee works for the Company in a bargaining unit position for ten (10) years, changes to a Supervisor position for five (5) years, then

returns to a bargaining unit position, he or she will begin again with ten (10) years of seniority.

- 12.7 In the event two or more employees who have the same seniority request a benefit that is seniority-based, a flip of a coin will determine seniority.

ARTICLE 13 WORKFORCE REDUCTION, LAYOFF AND RECALL

- 13.1 If the number of working hours is reduced within a job classification or department, such reductions shall be achieved in the following order
- (a) Per-diem employees will be used, provided available work is offered to full-time employees first to maintain a full-time schedule and part-time employees second;
 - (b) The Company shall solicit employees by seniority for a voluntary reduction in hours;
 - (c) The work hours of new hired probationary employees shall be reduced or eliminated;
 - (d) Part-time employees' hours shall be reduced or eliminated, provided full-time employees agree to work such hours;
 - (e) The regular scheduled hours of full-time employees can be reduced to no fewer than 40 hours;
 - (f) A layoff shall occur, in accordance with the provisions of this Article.
- 13.2 For purposes of this Article, employees will be laid off by classifications then by seniority within those classifications, subject to their qualifications and the Company's needs as described in this Article.
- 13.3 (a) In the event of a layoff, the Company forfeits the right to use per-diem employees, unless all full-time and part-time laid off employees were offered all available work.
- (b) Probationary employees shall be laid off before any employees with seniority are laid off, providing the remaining employees are capable of doing the work specified by state, federal and Company requirements for the position without training. If employees with seniority are to be affected by a layoff, then employees with the least seniority are to be laid off first.

- (c) 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.
 - (d) Any disagreement as to the application of this Article, will be subject to the grievance procedure.
- 13.4 In the event of a recall from layoff, employees shall be recalled to their regular jobs in the reverse order in which they were laid off. 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. Laid off employees shall be given notice to return to work by certified mail to the last known address and by phone. Employees shall notify the Company of their proper post office address and phone, and the Company shall rely upon the last address and phone furnished by the employee. Attempts will be made for up to ten (10) days. If the contact is not successful in the ten (10) days, it is presumed that the employee will not return and will be terminated.
- 13.5 The employee must notify the Company of their intent to return to work no later than forty-eight (48) hours after the proper notification. The Company will give the employee up to fourteen (14) days after notification to return to work. If the employee does not return to their position at the agreed upon time or does not respond with their intent to return within the forty-eight (48) hours they will be considered voluntarily resigned

ARTICLE 14

WAGES

14.1 The wage increases will be retroactive to July 1, 2008, provided that employee anniversary date increases granted between July 1, 2008 and the implementation of this agreement will be credited as part of all the first year (7/1/08 – 6/30/09) wage increase provided below.

14.2 Minimum starting rates for the bargaining unit will be as follows:

EMT-B	-	\$9.70 per hour
AEMT-I	-	\$10.00 per hour
AEMT-P	-	\$12.50 per hour

The Company may grant a starting rate above the foregoing minimum for prior relevant experience, but will not pay a new hire more than a current employee with comparable experience. These minimum rates may be increased by the Company, but only after providing the Union with notice and an opportunity for discussion.

14.3 On each employee's anniversary date during each of the four (4) years of the contract, the employee shall receive the increases set forth below. At the end of the contract, the then existing wage rate for each employee will be subject to the negotiations process:

	08-09	09-10	10-11	11-12
EMT-B	\$0.30	2.5%	3.00%	3.5%
AEMT-I	\$0.60	2.5%	3.00%	3.5%
AEMT-P	\$1.00	2.5%	3.00%	3.5%

14.4.1 An employee who transfers to a higher classification will be paid not less than the minimum starting rate for the higher classification, and (after being cleared) not less than \$0.50 more than his/her current wage for advancement to AEMT-I, and not less than \$1.00 for advancement to AEMT-P (provided that an employee who advances to AEMT-I and then subsequently to AEMT-P within the same 12 month period will receive two \$0.50 increases).

14.4.2 An employee who transfers to a lower classification will be paid at a rate commensurate with the classification and the employee's experience, as the Company may determine.

14.4.3 An employee who changes classifications will have a new anniversary date as of the transfer to the new classification.

14.4.4 When an employee is trained to advance to a new classification does not clear, the employee will be returned to the previous certification level and pay.

14.5 The Company retains the right to implement an incentive pay system at its total discretion for employees while in Paramedic school. The incentive pay may be changed or cancelled at any time in the Company's discretion. The incentive and/or any changes will be communicated to the Union before implementation and prior to cancellation. Incentive pay will at no time cause the employees hourly pay rate to fall below what they would have been making had they not been involved in the Paramedic school program.

14.6 All hours worked up to an including 40 hours, in the same pay week, shall be paid at the employee's straight time rate. Hours that are worked in excess of forty (40) hours, in the same pay week, will be paid at one and one-half times their normal hourly rate.

14.7 Whenever the Company is required to pay a different wage rate to an employee as a result of a law rule or regulation, that rate will not affect the pay of that employee when he/she is not covered by the legislation, nor will it affect the pay of any other employee.

ARTICLE 15
REPORT PAY

Employees who are called in to work or called back to work to perform extra work, shall be guaranteed a minimum of four (4) hours of work at the employee's current wage rate. Overtime rate shall apply if hours worked are greater than forty (40) per week.

ARTICLE 16
PAID TIME OFF

16.1 Full-time employees who have completed six (6) months of continuous service shall be eligible for the following Paid Time Off (PTO). PTO is available for use at the end of each pay period after six (6) months of employment and calculated based upon the employee's most recent full time date of hire. If the employee changes status and returns within thirty (30) days, their previous full time date will be used. PTO is not partially earned during a pay period. Use of PTO requires management approval and advanced notice. The Company reserves the right to limit the number of employees it schedules for time off each shift, day, or week.

PTO may be scheduled in hourly increments only, with a minimum of four (4) hours used at one time. No partial hour increments may be taken.

16.2 Upon the signing of this Agreement full-time employees shall have PTO benefits computed in accordance with the following schedule:

Length of Service*	Annual Leave Benefit	PTO Factor
Up to 1 year	100 Hours	.0481
1-4 years:	160 Hours	.0768
5-14 years:	200 Hours	.0962
15+ years:	250 Hours	.1202

*Based upon the most recent full time date of hire.

16.3 Upon activation of this Agreement, all previously accrued PTO and Short Term Disability (STD) will be transferred on a 1:1 ratio to the new PTO and STD bank.

16.4 Upon the signing of this Agreement, part-time employees who have completed six (6) months of continuous service shall be eligible for one (1) hour of PTO per pay

period for use as time off.

- 16.5 PTO is calculated each pay period as the PTO factor multiplied by the total number of hours worked in each pay period. One quarter of PTO benefits will be placed in a STD bank to a maximum of (thirteen) 13 weeks. Should the STD bank fall below the 13-week maximum, PTO replacement resumes until the STD bank is full. If the STD bank reaches the thirteen (13) week maximum, excess hours are placed into the employee's PTO bank until this total reaches 150% of the employee's annual leave benefit. If an employee's PTO bank exceeds 150% of the employee's annual leave benefit, excess hours are deposited into the STD bank. If the STD bank reaches thirteen (13) weeks and the PTO bank is less than 150% of the employee's annual leave benefit, excess hours are deposited in the PTO bank. When both banks are full, the PTO hours convert to cash based on the employee's current straight-time rate and one (1) hour of pay for every one (1) benefit hour. Any number of PTO or STD hours used during any given pay period will be added to the total number of hours worked in that pay period before calculating PTO earned for that pay period
- 16.6 Eligibility for PTO pay shall be based on the employee's last full time anniversary date, and will be used on a 1:1 ratio.
- 16.7 No more than two (2) weeks or two (2) rotations may be used consecutively when taking time off. All PTO hours will be paid at straight-time. Each full-time employee is required to take at least one (1) week paid vacation off each year.
- 16.8 The length of the week requested off shall be the basis for hours paid, but cannot exceed the remaining vacation pool in the employees PTO balance.
- 16.9 Earned PTO may be used as individual days. The length of the shift requested off shall be the basis for hours paid, but cannot exceed the remaining vacation pool. Employees may, at their option, choose to receive pay in lieu of time. The payout amount will be one (1) hour paid for every two (2) hours taken from the PTO bank. This option can be exercised only once per quarter.
- 16.10 Any accrued but unused PTO time will be paid to a full-time employee who leaves the Company, except that PTO will be forfeited if the employee resigns without two (2) weeks notice.
- 16.11 When calling in, an employee will be paid one (1) hour of PTO for each hour taken off with less than twenty-four (24) hours notice. An employee notifying scheduling that they will be absent with more than twenty-four (24) hours notice will be considered a request for time off and handled accordingly.
- 16.12 STD pay will be provided by the Company for disabilities of employees not work related. STD pay will be taken from an employee's STD bank. STD pay will begin from the first day an employee is scheduled and cannot work providing the employee presents physician documentation stating the employee's inability to work for a minimum of seven (7) calendar days due to illness or injury. STD time may supplement the disability pay to the amount of pay equal to pay of a normal scheduled workweek.

- 16.13 If an employee utilizes PTO, they can obtain hours from their PTO bank to equal what they would have made in their regular schedule in said week.
- 16.14 The Company will distribute a PTO/STD statement to employees on a quarterly basis.

ARTICLE 17 HOLIDAYS

- 17.1 The Company will pay to all employees, including probationary employees, who are on the payroll at one and one half times their full straight-time rate for each hour worked on each of the designated holidays which are New Years Day, July 4, Labor Day, Thanksgiving, and Christmas. No holiday pay will be paid unless the employee completes his last scheduled shift before the holiday and the first scheduled shift after the holiday, unless excused by management in writing.
- 17.2 The Company will pay to all employees, including probationary employees, who are on the payroll a \$3.00 an hour premium for each hour worked on each of the designated holidays, which are Martin Luther King, Presidents Day, Memorial Day, and the Day after Thanksgiving. No holiday pay will be paid unless the employee completes his last scheduled shift before the holiday and the first scheduled shift after the holiday, unless excused by management in writing.
- 17.3 Straight-time for purposes of this Article shall be the employee's rate on the date of each of the above holidays.
- 17.4 Should the employee fail to report to work for the scheduled shifts immediately before and after the holiday, the employee forfeits the benefit and will be paid for hours worked at the current hourly rate.
- 17.5 If all or a portion of the hours exceed 40 hours within the pay period, then the employee will be paid at time and one-half for all time in excess of 40 hours plus the holiday pay.

ARTICLE 18 BEREAVEMENT LEAVE

- 18.1 The Company agrees that in order to attend a funeral or to make funeral arrangements, the employee will be given the amount of time necessary up to five (5) calendar days of leave with pay for that time which the full-time non-probationary employee would otherwise be scheduled to work, but missed. The five days will commence one (1) day from the date of death of an immediate family member. In the case of extenuating circumstances the employee may opt to delay commencement of bereavement up to five days after the date of death, as long as the extension would not result in more days being paid from original dates. Requests for extension of leave beyond five (5) days may be charged to earned PTO, and such requests will not be unreasonably withheld.
- 18.2 **The immediate family member includes biological mother or stepmother, biological**

father or stepfather, spouse, domestic partner (as defined by current health insurance guidelines), son, daughter, stepson, stepdaughter, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren and legal guardian. For purposes of biological mothers and stepmothers, an employee may receive bereavement leave/pay for either a biological mother or stepmother, but not both. For purposes of biological fathers and stepfathers, an employee may receive bereavement leave/pay for either a biological father or stepfather, but not both.

- 18.3 The Company reserves the right to require a copy of the death notice.
- 18.4 Time off may be granted in cases of bereavement for individuals not included in the definition of the immediate family, or for probationary employees, provided advance notice has been made to the Company and operating conditions permit such an absence at the sole discretion of the Company. The employee may take the time off without pay or by use of PTO.
- 18.5 It is agreed by the parties that for the purposes of this Article a day's leave shall be a regularly scheduled day and the leave is paid at the employee's base hourly straight-time rate and is considered time worked.

ARTICLE 19 JURY DUTY

- 19.1 If an employee is summoned to jury duty, they will be paid at a rate based upon the employee's regularly scheduled workweek, for the first thirty (30) days of active jury duty unless a greater amount is required by State law. Any jury pay received from the court will be remitted to the Company.
- (a) To qualify for jury duty leave, an employee must submit a copy of the summons to serve as soon as it is received and a confirmation from the court administrator confirming actual days served. Employees will not unreasonably be expected to report for work as the court's schedule permits.
 - (b) If needed, employees may use available PTO beyond the 30-day Jury Duty leave or request a Personal Leave of Absence.
 - (c) Employee benefits and employee contributions for such benefits will remain in effect under the same terms and conditions as all other bargaining unit employees for the term of jury duty absence.
 - (d) When the court releases the employee, he/she must contact the scheduling department. Based upon the courts schedule, the scheduling department may require the employee to complete the remainder of their schedule for that day and/or the remainder of the work week.
 - (e) All time off for jury duty is considered as time worked.
- 19.2 Subpoena/Witness Service:

- (a) An employee who is subpoenaed by a court of law will receive pay as time worked for any regularly scheduled shift(s) they are required to miss, and all other time spent in court proceedings, provided:
- (i) The testimony given is relative to an event arising out of an incident occurring as part of the employee's duties with the Company.
 - (ii) As a condition of payment, the employee must report back to work for the remainder of their scheduled shift immediately after being released by the court and must provide proof of hours served.
 - (iii) All time spent for subpoena/witness service shall be considered time worked.

ARTICLE 20 MILITARY LEAVE

- 20.1 All members of the United States Armed Services, the Military Reserve or National Guard or any other branch of the United Armed Forces, will be granted a military leave of absence, automatically, when placed on military orders. The employee has an unlimited amount of unpaid military leave.
- 20.2 Any employee called to active duty (excluding regular duty commitments) will have the option of taking a PTO paid or unpaid day off, **four (4)** days prior to and **four (4)** days after, any military deployment.
- 20.3 Any employee called to active duty will have their health benefits continued to the length of other non-union Rural/Metro employees but in no event less than one hundred and eighty (180) calendar days, with the employee paying their share of the premium.
- 20.4 The Company will hold the employee's shift for a period of twenty six (26) weeks. Beyond that point, the Company will make a good faith effort to return the employee to a like schedule.
- 20.5 The employee will be required to notify the Scheduling Department as soon as he/she has been notified of their deployment and submit either a written request from the Commanding Officer or a copy of their official orders.
- 20.6 Eligibility for reinstatement of the employee's certifications after military duty or training is completed, will be determined in accordance with applicable State and Federal laws.

ARTICLE 21 FAMILY AND MEDICAL LEAVE ACT (FMLA)

- 21.1 All eligible full-time employees who have completed at least one (1) full year of service, including probationary period, and have worked a minimum of 1,250 hours in the 12-month period with the Company, are

- eligible for leave up to twelve (12) weeks intermittent, continuous and/or a reduced schedule in any 12 month period.
- 21.2 If the leave is foreseeable due to a serious health condition, then the employee must provide the Company notice as soon as possible.
 - 21.3 The Company agrees to adhere to the FMLA and its regulations as well as New York State leave laws and its regulations for all eligible employees in the bargaining unit.
 - 21.4 The Company agrees that it will provide health insurance during any leave taken under the FMLA for a period of 90 days with the employee paying their share of the premiums.
 - 21.5 Medical certification for FMLA absences may be requested for absences of five (5) days or longer. Requests for medical certification shall be in writing and shall be delivered or mailed to the employee. The employee shall have fifteen (15) days to comply with the request. The certification shall be in the form of a letter on the health care providers stationary.
 - 21.6 The employee may be allowed upon the employees request, to use PTO during any absence in which the employee is caring for a family member who has a serious health condition as defined by the FMLA.
 - 21.7 All time on FMLA leave shall be considered time worked for the purposes of determining seniority.
 - 21.8 Employees who are eligible for the FMLA will be returned to their previous scheduled shift and base if they are able to return within twelve (12) weeks.

ARTICLE 22 UNPAID LEAVE OF ABSENCE

Employees may request an unpaid personal leave for personal time off, extension of FMLA beyond 12 weeks, and medical reasons not covered by FMLA.

Leave requests must be specific about the reason and duration. The personal leave must be requested and approved by the Human Resources Department as soon as it is known by the employee that a leave is needed. The leave will be granted at the sole discretion of the company and shall not be unreasonably denied.

Personal leaves will be granted for a minimum time of fourteen (14) calendar days with a maximum of ninety (90) calendar days. Employee benefits will continue as long as the employee pays any and all premiums due during the leave.

ARTICLE 23 ABSENCE DUE TO PERSONAL INJURY/ILLNESS OFF THE JOB

Employees who have sustained an illness or injury not related to their employment and are eligible to receive disability compensation shall be provided their health insurance benefit for a period of thirty (30) days from the date of illness/injury. The employee will be responsible for their share of the insurance benefit costs, the same as other bargaining unit employees. To the extent allowed by law, the employee may continue receiving benefits beyond the 30-day period with the full cost of benefits to be paid, in advance, by the employee. The Company shall have the right to cancel all benefits for which payment is thirty (30) days past due.

The Company may request verification of the disability, illness or injury. An employee shall be granted a leave of absence under this section for a maximum of twelve (12) months and then will be discharged. If an employee is able to return to work during the following twelve (12) month period, he/she will be rehired and will retain all seniority earned prior to the point of discharge, providing they meet all employment requirements.

ARTICLE 24 ON THE JOB INJURY/WORKERS' COMPENSATION

A union/management committee will be formed to identify and work to resolve problems regarding the procedures for obtaining Workers' Compensation benefits. This committee will meet with a representative of Gallagher Bassett within 30 days of contract ratification to discuss problems and solutions. Beginning January 1, 2009, the parties will meet quarterly (unless waived by both parties) to discuss any ongoing issues relating to Workers' Compensation Benefits. At the request of either party these meetings will include a representative of the Third Party Administrator and/or a mediator from FMCS.

- 24.1 Any employee who sustains a work-related injury or illness must inform his supervisor immediately. If the illness or injury requires medical attention rendering him unable to complete his shift, he shall be paid his full shift schedule for that day providing that he is examined by a physician or other medical professional approved by the company, and taken off regular duty as a result. If the employee is not evaluated, they will only be paid to the time they are injured.
- 24.2 Health insurance coverage shall be provided while receiving workers' compensation, for up to ninety (90) days. The employee will pay his portion of the insurance cost, the same as other bargaining unit employees.
- 24.3 An injured employee must provide a doctor's release to Human Resources prior to his return to work. If the employee is off work for more than two (2) weeks, the employee must give the Human Resources Department a written update from the medical service provider.
- 24.4 Light duty may be assigned at the discretion of the Company. Light duty assignments are not "regular" assignments and employees have no entitlement

- to placement into these positions. No light duty assignment will last more than six (6) weeks per occurrence and can be terminated sooner if the employee's performance does not meet the Company's needs.
- 24.5 Employees performing light duty will receive their regular rate of pay and benefits during the assignment.
- 24.6 Eligibility. To be eligible for light duty an employee must provide a letter from his physician stating:
- (a) The specific medical restrictions on the type of work the employee may perform, if any; and
 - (b) The anticipated duration of the need for the reduced schedule or medical restrictions.
- 24.7 The Company may require the employee to undergo a medical examination by a Company selected physician at the Company's expense to verify the employee's medical related restrictions and/or fitness for duty.
- 24.8 If an employee is required by the employee's Workers' Compensation doctor to be scheduled for follow-up appointments concerning a compensable injury/illness during his regular working hours, the Company will make reasonable efforts to change the employee's schedule so the employee can attend his appointments.
- 24.9 An employee shall be granted a leave of absence under this section for a maximum of twelve (12) months and then will be discharged. If an employee is able to return to work during the following twelve (12) month period, he/she will be rehired and will retain all seniority earned prior to that point of discharge, providing they meet all employment requirements.
- 24.10 The Company agrees to abide by those provisions mandated by all rules and regulations as referred to in the New York State and Federal Worker's Compensation Laws.

ARTICLE 25 LIFE AND DISABILITY INSURANCE

Life and Disability benefits shall be made available to all bargaining unit employees under the same terms and conditions as are offered to the non-bargaining unit employee's of the company's Western New York operation. Entitlement to enroll in the carrier's plan is subject to the carrier's eligibility requirements. The Union will be given notice prior to any changes in the benefit plan.

ARTICLE 26 HEALTH INSURANCE

26.1 Add the new health insurance language, as well as the following additional provision;

The Company reserves the right to substitute comparable health insurance coverage to the plan, policy or carrier currently in place, provided that the benefits and costs of such coverage are substantially similar to the existing health insurance. If the Company is considering a change in insurance, it will notify the union and provide appropriate information concerning benefits, coverage and costs. The parties will meet and attempt to resolve any differences concerning the change. If any dispute remains, that dispute will be submitted to arbitration on an expedited basis, and the arbitrator will decide whether the proposed health insurance is substantially comparable, as described above. No change in health insurance will be effectuated until the Union has agreed or, in the case of dispute, the arbitrator has ruled.

ARTICLE 27 DENTAL INSURANCE

- 27.1 The Company will offer each full-time employee a Dental Plan, and the employee shall be eligible for the dental insurance benefit on the first of the month following 90 days of continuous employment.
- 27.2 Entitlement to enroll in the carrier's plan is subject to the carrier's eligibility requirements.
- 27.3 Effective upon ratification, the company and the employee shall contribute equally (50%) toward the monthly premiums. The employee's portion will be paid via bi-weekly payroll deduction as follows:

Add new dental insurance rates.

If the premium changes during the term of the contract, the same payment percentages will apply.

- 27.4 In an effort to maintain affordable dental insurance coverage and find less costly coverage, a committee comprised of employees and/or Union representatives and Company representatives shall be formed and meet at mutually agreeable times and dates for the purpose of studying, evaluating and analyzing the current plan and alternate dental care coverage options and matters related thereto including, but not limited to, a change in plans, riders, and coverage terms. Employees will not be paid for their participation on this committee. The parties agree that the foregoing in no way requires the Company to substitute dental insurance carriers, plans, and/or otherwise change coverage terms during the term of the Agreement.

If the dental plan carrier makes changes in the premiums, terms, benefits or other provisions of their coverage that the company has no control over, said changes will be implemented. The Company and the Union through the health care committee will mutually agree upon changes other than involuntary ones that may affect costs, terms and/or benefits.

ARTICLE 28
401(K) PLAN

- 28.1 Rural/Metro's 401(k) is a "self-directed" long term retirement investment plan. All full-time and part-time employees age 18 or over are eligible to participate in the 401(k) Plan.
- 28.2 Employees may contribute 1% to 50% of their pretax gross annual pay via a payroll deduction only into their 401(k) account.
- 28.3 Rural/Metro may provide a discretionary match for all participating employees up to 100% (dollar for dollar) of the first 2% contributed.
- 28.4 To receive the Company match, an employee must work 1,000 hours within the plan year (January through December) and be an active employee on December 31. The match is 100% vested meaning an employee immediately "owns" the entire amount Rural/Metro contributes.

ARTICLE 29
EMPLOYEE STOCK PURCHASE PLAN

Rural/Metro Corporation's Employee Stock Purchase Plan shall be made available to all bargaining unit employees under the same terms and conditions as are offered to the non-bargaining unit employees of the Company's Western New York operation.

ARTICLE 30
FLEXIBLE SPENDING ACCOUNTS

The Company agrees to offer a flexible spending account for full-time employees in accordance with applicable law. In order to best integrate the benefit with the needs of the employees, a committee comprised of employees and/or Union representatives and Company representatives shall be formed and meet at mutually agreeable times and dates for the purpose of studying, evaluating and analyzing the current program. The parties recognize that the Company may unilaterally in its sole discretion change the provisions of the FSA.

ARTICLE 31
EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Company agrees to continue to provide an Employee Assistance Program (EAP) free of charge to the employee.

ARTICLE 32
FAMILY AMBULANCE SERVICE

32.1 Each employee and their family shall have a cumulative total of five (5) opportunities in each year of this Agreement to use the following services at no cost within the Company's Western New York service area:

- (a) Medically necessary emergency ambulance; and
- (b) Medically necessary non-emergency ambulance.

32.2 Family shall be defined as mother, father, spouse, domestic partner, children, and any other relative living in the employee's household.

32.3 Any insurance benefits for which the employee or his family shall be eligible shall be payable to the Company when this Article is invoked.

ARTICLE 33 MATERNITY LEAVE

A female who is placed on disability leave by a physician for pregnancy, will have their schedule held for thirty (30) weeks. The employee will be allowed to come back to their current schedule on their current car.

ARTICLE 34 UNIFORMS

34.1 Employees will become eligible for uniforms following successful completion of field training. The initial set of uniforms will consist of the following:

Two uniform
pants Two
uniform
shirts One
uniform belt
One uniform
jacket

34.2 Full-time employees will receive after six (6) months of employment:

Two additional uniform
pants Two additional
uniform shirts

34.3 Full-time employees will receive, after one (1) year of employment and each year thereafter:

Two uniform pants
Two uniform shirts

Part-time or per-diem employees will receive, after one (1) year of employment and each year thereafter:

One uniform pant

One uniform shirt

- 34.4 All full-time employees will receive a \$100 boot allowance every two (2) years for Company approved boots. The Company will reimburse the employee upon showing proof of the purchase of the boots within sixty (60) days of request of reimbursement. The boot allowance will not be paid for two (2) consecutive years.
- 34.5 Any uniform item that is soiled with bio-hazardous materials shall be red-bagged, labeled with the employee's name, and given to a supervisor for proper cleaning, decontamination, or replacement at no cost to the employee.
- 34.6 With the approval of the Company, any worn and/or damaged beyond repair uniform item will be replaced at no charge to the employee, upon return of the worn or damaged items to the Company at the Company's discretion.
- 34.7 Employees who separate for any reason must return all uniforms provided by the Company as a condition of receiving any final payout of benefits.

ARTICLE 35 VEHICLE SAFETY AND EQUIPMENT

- 35.1 Any employee who has a good faith belief that there is a safety problem with a Company vehicle or Company issued equipment shall promptly notify the dispatch or Field Crew Chief and advise them of the following:
- (a) Nature of the problem
 - (b) Status of crew On service or out of service)
- 35.2 It shall be the option of the driver or technician to refuse to operate any vehicle or equipment, which he/she believes to be unsafe. It shall not be a violation of this agreement or basis of discipline when employees refuse to operate such vehicle or equipment, which they feel to be unsafe unless such refusal is unjustified.

ARTICLE 36 ACCIDENT DEFENSE

Court costs and attorneys' fees incurred by an employee due to an accident covered in "Accident Judgments" and "Accident Liability" 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 criminal act. 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 employee shall be solely

responsible for employee's defense and costs. Company will not provide a defense.

ARTICLE 37 ACCIDENT LIABILITY

Except to the extent an employee is negligent or violates the law, employees shall not be held financially liable for an accident involving another party or parties which occurs while in the performance of their duties and the Company shall settle or defend such accidents at its own expense, except within the restrictions set forth in "Accident Judgments" and "Accident Defense" covered elsewhere in this Agreement. For purposes of this article, determining employee negligence will be at the discretion of the Company, however, the Union will have an opportunity to review the case and present contrary evidence if they so choose. The Company will consider this evidence before making the final determination.

ARTICLE 38 ACCIDENT JUDGMENT

All judgments against an employee as a direct result of an accident covered in "Equipment Damage" and "Accident Liability" 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 in a safe, responsible and legal manner within the scope of their normal duties. The employee shall be solely responsible for all penalties arising out of the employee's negligence or violation of the law. The employee shall be solely responsible for any criminal fines, penalties and actions rendered against him if he was found guilty of a criminal act and/or pleads no contest. For purposes of this article, determining employee negligence will be at the discretion of the Company, however, the Union will have an opportunity to review the case and present contrary evidence if they so choose. The Company will consider this evidence before making the final determination.

ARTICLE 39 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. Employees found liable under this Article will be subject to discipline and will be expected to reimburse the Company for the total cost. Any disputes between the parties may be referred to the grievance procedure.

ARTICLE 40
CRITICAL INCIDENT STRESS DEBRIEFING

The Company will continue to provide Critical Incident Stress Counseling/Debriefing. Time spent on the Critical Incident Stress Debriefing Team duties will be paid as time worked. At the Company's discretion, employees may be required to attend debriefing sessions. If an employee is required to attend a debriefing session, time spent will be paid as time worked. The parties agree to discuss and explore potential no cost methods by which third party non-employees may provide counseling/debriefing pursuant to this Article.

ARTICLE 41
DISCIPLINE AND DISCHARGE

- 41.1 The Company shall not discharge nor suspend for disciplinary reasons any employee without just cause. The Company shall follow progressive disciplinary procedures before discharging an employee, except for causes involving serious misconduct such as, but not limited to, gross insubordination, dishonesty, gross misconduct, gross negligence, being under the influence of alcohol and/or illicit substances, in possession of such drugs or alcohol, and/or alcohol or substance abuse.
- 41.2 Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done to an employee, he shall be reinstated and compensated at his usual rate of pay unless mutually agreed to by the Company and the Union. Lost wages include any hours scheduled prior to the point of suspension or termination.
- 41.3 The progressive disciplinary process will be followed and utilized. However, the company reserves the right to issue discipline at a level commensurate with the level and severity of offense, subject to the grievance procedure.
- 41.4 Any warning or disciplinary notices as herein provided shall remain in effect for a period of twelve (12) months from the date of said warning notice. Following this period these disciplinary notices may not be presented in any future disciplinary action.
- 41.5 There shall be an immediate notification in writing (Written Notice of Discipline) by the Company to the Union and the employee involved, for all infractions of Company rules by the employee. Unless such written notice or notice of investigation is given to the Union and the employee involved within twelve (12) calendar days following said infraction or knowledge thereof, the same shall be considered condoned. Receipt by the Union and the employee of such written notice shall not be construed to mean that a violation has been

committed. Attempts may be made to counsel employees prior to taking disciplinary action when the Company determines such action is appropriate (Educational Session). If an employee is unavailable because they are off work due to sickness, vacation, workers compensation, disability, or any other leave; or if a per diem employee is unavailable due to work schedule, the time requirement for notification and discipline will be suspended until the employee returns to work at which point it will resume. In the event the Company issues a notice of investigation, any disciplinary action taken must be effective no later than twelve (12) calendar days following such issuance of the notice of investigation unless extended by mutual agreement between the Company and the Union. If an employee is unavailable because they are off work due to sickness, vacation, workers compensation, disability, or any other leave; or if a per diem employee is unavailable due to work schedule, the time requirement for notification and discipline will be suspended until the employee returns to work at which point it will resume.

41.6 An Educational Session is not part of the disciplinary process but to be used as a tool to bring Company expectations to the employee. Educational Sessions are not grievable.

41.7 The Company reserves the right to place an employee on an investigatory suspension. Should such investigation prove that an injustice has been done to an employee, he shall be reinstated and compensated at his usual rate of pay and scheduled hours while he has been out of work.

41.8 The "Written Notice of Discipline" will contain the following information in order for it to be valid notification:

- Date of infraction
- Date of knowledge if applicable
- Date disciplinary action was issued
- Policy violated
- Level of discipline
- Company position on taking action
- Signed by an authorized Company representative.

41.9 If the Company takes disciplinary action against an employee the Company agrees to issue the "Written Notice of Discipline" in the following manner;

- Face to face, in an area where the confidentiality can be secured
- Issued by an authorized Company representative (Crew

Chief, Area Manager, Operations Director, HR or General Manager)

- Union representative or any bargaining unit employee is present if requested by the effected employee

41.10 In the event the Company disciplines or discharges an employee, the Company will upon request of the Union provide to the Union copies of any documents, forms, written statements, or other evidence used by the Company 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 Union.

ARTICLE 42 GRIEVANCE AND ARBITRATION PROCEDURE

42.1 (a) Grievance A grievance is an actual complaint or dispute that concerns the application or interpretation of a specific provision of the Agreement in conjunction with a specific act or situation.

(b) Grievance Procedure. The purpose of this procedure is a timely adjustment of grievances by the Company and the Union following a prompt investigation and thorough discussion between all parties. In the event any grievance arises concerning the interpretation or 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.

42.2 Employees should attempt to resolve problems with their immediate supervisor or management before resorting to the grievance procedure. Any agreement between the employee and supervisor will be a non-precedent setting settlement.

42.3 Stewards shall be permitted to investigate, present, and process grievances during their regularly scheduled work time, without loss of pay, provided it does not unduly interfere with normal, routine operations of the Company, however such time shall not be unreasonably denied. The decision will be at the discretion of the Company Management.

42.4 Stewards and employees are prohibited from contacting patients and customers without prior written knowledge and permission of the Company, which shall not be unreasonably denied.

42.5 Step One. The employee or the Union through its shop steward or field representative shall submit grievances in writing to the appropriate Crew Chief, Area Manager or Human Resources department within twelve (12)

calendar days of the employee's knowledge of, or notification by the Company of the occurrence giving rise to the grievance. The **Division General Manager** or his designee shall meet with the grievant and/or his representative within twelve (12) calendar days and give his answer in writing within twelve (12) calendar days after such discussion.

- 42.6 Step Two. If the procedure in Step One fails to resolve the grievance then, within twelve (12) calendar days after receipt of the Step One answer, the grievance shall be submitted to the Division General Manager or his designee. The parties shall meet in an attempt to resolve the issue within twelve (12) calendar days after such submission. The Division General Manager or his designee shall respond, in writing, within twelve (12) calendar days from the date of the meeting.
- 42.7 Step Three. In the case of failure of the parties to resolve the grievance at Step Two, the Union may request that the grievance be referred to binding arbitration within twelve (12) calendar days of the Union's receipt of the Company's Step Two response. Both parties may agree to take the grievance to non-binding Federal Mediation prior to Arbitration. This agreement must be made in writing within twelve (12) calendar days of receipt of the request for arbitration. The Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within twelve (12) calendar days from the receipt of the list from the FMCS, the parties shall select an arbitrator by the process of alternately striking names from the list provided. The arbitrator's decision shall be final and binding on the Company, the Union, and the employee(s) involved. The cost of mediation and/or any arbitration and related expenses shall be shared equally by the Company and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor the expenses of witnesses or participants called by the other. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement. No decision of an arbitrator or of the Company shall create the basis for retroactive adjustment, or other adjustment, in any other case. No arbitrator shall decide more than one grievance at the same hearing or series of hearings except by mutual agreement between the parties.
- 42.8 Time Limits. By mutual agreement between the Union and the Company, 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 any of the parties involved fails to respond to the grievance within the time limits specified, the grievance shall be resolved on the basis of the opposing party's last stated position without setting precedent.
- 42.9 Participants. The Company agrees that the grievant and his designated steward shall be allowed to participate in any and all steps of the dispute procedure without prejudice. The Parties agree to exercise their best efforts to arrange grievance meetings outside of grievant's work time.

42.10 Scheduling of Step 1 and Step 2 Grievances— The grievant will coordinate two dates, when not scheduled to work, with the Company representative to whom the grievance will be heard, within the time limits. If the meeting cannot be held due to the inability to bring a steward into the meeting, the time limit is immediately extended by seven (7) days in which a third meeting will be scheduled. The Company will make a good faith effort to hold the Step 1 grievance in the area of the Union Steward.

ARTICLE 43
NO STRIKE, NO LOCKOUT

The nature of ambulance service 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.

The Company agrees that there shall be no lockout during the term of this Agreement.

The Union agrees that it will not authorize, participate in, encourage or condone any strike, slowdown or concerted refusal to perform work requested by the Company during the term of this Agreement. 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.

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.

Should an employee believe that it will be unsafe to cross a picket line he shall immediately notify the Company. Where the Company or employee believes that there is an objective danger of serious physical harm to an employee crossing a picket line, the Company agrees to use its best efforts to obtain police protection or police escort.

ARTICLE 44
NAME AND ADDRESS

The Company shall furnish the Union with the name, address, position, status, employee number and starting wage of all newly hired employees covered by this Agreement, as soon as practical, but in any event no later than thirty (30) days following the employee's date of hire.

ARTICLE 45
ACCESS TO PERSONNEL FILES

An employee shall have the right to review his personnel file upon written request to management. An appointment will be scheduled on a timely basis at the location in which the file is maintained. The review will take place in the presence of management personnel. The employee may have a Union representative present. The employee may request a photocopy of documents in his file that have been signed by the employee at no cost to the employee. Confidential information or any information pertaining to an ongoing investigation is not subject to review by the employee. The Company shall provide an opportunity for an 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 file. The employee shall be responsible for providing the written response to be included as part of the employee's permanent personnel record.

ARTICLE 46
HEALTH AND SAFETY

- 46.1 The Company strives to present each employee with a safe working environment and expects each employee to actively seek to maintain/improve the Company's safety record. The Company's policies are intended to comply with Federal, State, and local regulations, and will update and modify such policies when it becomes aware of any changes in regulations.
- 46.2 A safety committee will be established and/or maintained. The committee will be chaired by the Division General Manager or his designee. Six (6) members of the Union and six (6) non-bargaining unit employees may participate on the committee. The safety committee shall review policies and specific incidents related to employees' health and safety, and shall make their recommendations to the Company.
- 46.3 The Company shall make every effort to alleviate the employees' concerns regarding issues of their health and safety while they are on duty. An employee may bring any unsafe condition or practice to the attention of management without fear of reprisals.
- 46.4 The Company will provide all immunizations and medical testing required by law (including OSHA), including HIV and tuberculosis testing, and any required follow up testing. The Company, at its option, will either provide such services directly or pay to have them provided (if not covered by the employee's health insurance). If the employee opts to have such services provided by another party, he/she shall do so at his/her expense.

- 46.5 The Company shall provide each employee, or make available on each shift, any special safety items or equipment, which the Company requires to be used on duty. The employee shall be responsible to return such items assigned to him/her upon their resignation/termination of their employment.
- 46.6 The Company will provide each crew with one (1) portable radio for use during their shift.
- 46.7 The Company agrees to allow employees to wear a ballistic vest under their work shirt or with an external carrier at times when the employee feels it necessary. Any external carrier will be made of a fabric of the same color as the employee's uniform shirt and will be labeled with their position, name, and Rural/Metro Medical Services on the back. The Company agrees to pay for the embroidery as long as the work is performed at the company approved uniform shop. The Company and the Union agree that this will be provided one time only to each employee for the duration of this contract, and that it will not be retroactive prior to the signing of this contract.
- 46.8 Ambulances shall comply with corporate purchasing guidelines, and when allowed by purchasing guidelines and cost, options affecting comfort, safety and health, will be purchased. In no event will standards be less than those required and recommended by the NYSDOH and OSHA.

ARTICLE 47 FIELD TRAINING OFFICER (FTO)

Members of the FTO program facilitate the learning experience of assigned personnel, including but not limited to: screening of potential new employees, field training of newly hired employees and/or current employees moving up to higher levels of certification, or employees in need of remediation. They may also be called on to participate in other special projects. The FTO will receive a \$.75 per hour pay increase limited to those hours dedicated to the performance of FTO duties (training, required paperwork, employee oversight, etc.) as approved by an education supervisor. The selection and determination of FTO status is totally at the discretion of the Company and those selected can be changed at any time.

ARTICLE 48 ICN PROGRAM

- 48.1 The ICN assigned employees, as selected by the Company, will receive \$2.00 per hour for on-call time. All ICN drivers coming in from

an on-call status will receive \$10.00 per hour or their regular hourly wage, whichever is greater from the time that the employee, taking a transport, arrives at the designated work site, until they leave the work site after the completion of the ICN call. The selection and determination of the ICN employees will follow current ICN guidelines. Any employee who is already on the clock and who takes an ICN call will be paid at their regular rate.

- 48.2 All time spent on ICN calls will be considered time worked.
- 48.3 All employees that are required to work the ICN team should be inserviced on the vehicle prior to scheduling or assigned a call.

ARTICLE 49 REQUIRED LICENSES

The Company agrees to pay for required licenses such as is required by the Company and/or jurisdictional governments (i.e. Buffalo, Niagara Falls, Cheektowaga) for our employees to work in those areas. The Company will provide, to the employee, renewal applications thirty (30) days prior to the expiration date of said license. If the employee fails to comply with this requirement, they will be financially responsible for the cost of the license.

ARTICLE 50 EDUCATIONAL ASSISTANCE/EDUCATION TRAINING

- 50.1 Each full-time employee who, after completing the selection and approval process of the Company, shall be eligible for the Company paying the full tuition up to the prevailing tuition allowance per academic year for New York State approved Paramedic or AEMT courses. The allowance will be set by the Company annually in its sole discretion. It is agreed that the Company is considered the payer of last resort, after all reasonably available scholarships and grants, excluding student loans have been applied. The employee agrees to reimburse the Company for all fees and tuition paid by the Company upon the occurrence of any of the following:
- (a) Employee fails the course or is removed from the course by the instructor or institution.
 - (b) Employee withdraws from the course.
 - (c) Employee voluntarily terminates his employment, or is terminated for cause within 12 months of the course.

In the event the Company limits paramedics tuition assistance, tuition will be paid by order of seniority.

- 50.2 All employees who successfully complete a New York State approved EMT, AEMT, or Paramedic refresher course required certifications (ACLS, BTLS, PALS, etc.) will not be required to pay for such courses. Employees may be required to attend Company run courses in lieu of taking the courses through other institutions. If the employee elects to attend outside courses when the Company conducts the same program, the employee will be 100% responsible for the cost of the course. Employees will be given reasonable preference for attendance in Company provided recertification courses. The Company will not pay for hours in the course.
- 50.3 All Company mandated courses and meetings (i.e., Leap Day, Driver Training) will be paid as hours worked.
- 50.4 Educational Assistance. Rural/Metro is committed to the professional development of its employees and to provide them with the learning opportunities and resources that enhance their knowledge and skills. The Company will reimburse full-time employees for tuition payments upon successful completion for classes up to \$2,500.00 per calendar year, based upon the following table, as long as such classes are related to the persons job or stated educational objective approved by the Company:

Course Grade	Reimbursement
A	100%
B	90%
C	75%

Employees must complete the Educational Assistance pre-approved process prior to taking any course.

50.5 In order to be eligible for reimbursement the employee must be full-time and continuously employed by the Company for one (1) year at the time of the start of the course. The course(s) must be completed during the term of employment. The request for reimbursement must be made within ninety (90) days of course completion.

50.6 Tuition reimbursement will be paid within sixty (60) days from the date of written request for reimbursement.

50.7 If a class needed for certification is not held by the Company within 60 days prior to the expiration of an employee's certification, the Company will either extend the certification until the next course is scheduled or will provide for the course through another vendor, to be chosen, paid and scheduled by the Company.

ARTICLE 51
JOB DEFINITIONS

51.1 All bargaining unit employees shall receive written job descriptions. The Union shall receive a copy of all job descriptions and both the employee and the Union shall receive written notification of any changes to job descriptions.

51.2 During a regular shift an employee will not be asked to clean lavatories, wash walls, empty drains, paint, scrub trash cans, and similar extraordinary cleaning at the Company's main location in Western New York. However, such duties may be requested at other locations, and shared by all shifts provided proper materials are supplied for such work.

51.3 No offer of work or continuance of work shall be required to be made to an employee who is not qualified to perform the work available.

ARTICLE 52
LABOR/MANAGEMENT COMMITTEE

- 52.1 The Company and the Union agree to meet, at the minimum, on a quarterly basis for the purpose of discussing important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties, establish safe working conditions and procedures, efficiency of operations, quality patient care and harmonious working relationships between the employees, the Company and the Union.
- 52.2 The parties will discuss future policy changes affecting the employee's health, safety and working conditions. Any new policy must be presented by the Company to the Union ten (10) days prior to implementation, to allow the Union to comment on the change. The Company will consider the Union's input.
- 52.3 The union employees, along with the Union, must be notified in writing of any new policy.
- 52.4 The LMC shall not have the power to change the provisions of the Agreement or to resolve grievances.
- 52.5 Both the Union and the Company will notify each other of the topics to be discussed at least two (2) business days prior to the meeting.
- 52.6 The Company will provide to all bargaining unit employees a copy of the SOP's in an organized manner, such as, a ringed notebook.

ARTICLE 53
SUBCONTRACTING

The Company agrees that during the term of this Agreement it shall not subcontract emergency calls, except in cases of natural disasters, and/or emergencies declared by governmental authorities. The necessity to mutual aid emergency calls shall not be considered subcontracting under this Article.

ARTICLE 54
MANAGEMENT RIGHTS

The Company and the Union agree that the rights and responsibilities to operate and manage the business and the affairs of the Company are vested exclusively in the Company and failure to exercise these rights shall not be construed as a waiver of any of them. These rights and responsibilities include, by way of illustration and without being limited, the right to: determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition, and organization of the workforce, job classifications, descriptions, content and standards, and employee performance; inspection and evaluation; control, determine, and change the manner and the extent to which the Company's equipment, facilities and properties shall be operated, laid out, increased, decreased or located; introduce new or improved methods, facilities, techniques and processes; the right to select, test, train, and to determine the ability and the qualifications of employees; implement and comply with the regulations and requirements issued by any customer or government agency; establish, distribute, modify and enforce rules of employee conduct and safety, and manuals of operating procedures and safety regulations; establish, employ, layoff, discharge, assign, discipline, transfer, suspend, and promote its employees; determine, control and change the quality and nature of its products, materials and services; and all other rights pertaining to the operation and management of the business and the affairs of the Company unless expressly provided otherwise in this Agreement.

ARTICLE 55
GENERAL PRINCIPLES OF AGREEMENT

55.1 Complete Agreement:

- (a) The parties acknowledge that each had the unrestricted right and opportunity to make demands and proposals during the course of negotiations which resulted in this Agreement with respect to any subject or matter pertaining to wages, hours, benefits, or working conditions. The parties voluntarily and without reservation waive for the duration of this Agreement

their right to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

- (b) The Company agrees that changes in general working conditions brought forth by the Union will be addressed at the next Labor/Management Committee meeting. The Union shall be reasonably notified prior to any such changes. Employees will not be held responsible for violations of policy changes if the Company does not notify the Union of such changes.
- (c) The parties further acknowledge that all of the agreements arrived at by the parties are set forth in this Agreement and that said Agreement may not be altered, modified, added to or deleted from except by written amendment execution and approval by the parties. This Agreement shall supersede any rules, regulations or practices, which are contrary to or inconsistent with its terms.

55.2 Gender. All references in the Agreement to the male gender shall include the female gender and vice versa.

55.3 Severability and Savings Claim. If any Article or section of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, the balance of the Agreement shall continue in full force and effect. The Articles and sections held invalid shall be renegotiated to meet compliance.

ARTICLE 56 DURATION

This Agreement shall remain in full force and effect from the date of ratification by the majority of bargaining unit employees through **June 30, 2012**, subject to written notice by either of the parties to the other sixty (60) days prior to the expiration date of the desire to modify or terminate this Agreement. If notice of either party's desire to modify or terminate 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 October, 2008.