EMPLOYEE HANDBOOK

American Legion Post No. 108 Ambulance Service

Revised May 1, 2014

TABLE OF CONTENTS

INTRODUCTION **4**
SECTION I – GETTING STARTED **5**
Section 1.1 Purpose of Handbook 5
Right to Revise 5
Violation of Company Policies 5
Section 1.2 Employment At-Will 5
Section 1.3 Policy Against Harassment 5
Definition 5
Complaint Procedure 6
1.4 Equal Employment Opportunity 6
1.5 Americans with Disabilities (ADA) 7
1.6 Immigration Law Compliance 7
Section 1.7 Employee Association 7
Section 1.8 Employee Positions 7
Exempt Employees 7
Non-Exempt Employees 7
Section 1.9 Employee Classification 7
Full-Time Employees 7
Regular Part-Time Employees 7
Per Diem Employees 7
Casual Employees 8
On Call Employees 8
Rehired Employees 8
Section 1.10 Introductory Period 8
1.11 Personal Appearance 8
1.12 Physical Examination 8
1.12 Bonding 8
1.13 Dating in the Workplace/Consensual Relationships 8
SECTION 2 – HOURS AND PAY **9**
Section 2.1 Salary 9
Section 2.2 Work Hours and Schedules 9
Section 2.3 Overtime Pay 9
Section 2.4 Meal and Rest Periods 9
Lactation 9
Section 2.5 Time Cards 9
Section 2.6 Shift Differentials 10
Section 2.7 Paydays and Pay Periods 10
Section 2.8 Required Deductions from Pay 10
Section 2.9 Salary/Wage Advances 10
Section 2.10 Garnishments 10
SECTION 3 - BENEFITS **11**
Section 3.1 Vacation 11
Vacation 11
Vacation Pay at Time of Termination 11
Section 3.2 403b Retirement 11
Eligibility 11
Section 3.3 Holidays 11
Section 3.4 Health Days 11
Kin Care 11
Section 3.5 Leaves of Absence 11
Section 3.5.1 Company Subject to FMLA and CFRA 11
General Provisions 11
Section 3.5.1a Family and Medical Leave: 12
Employee Eligibility 12
Leave Available 12
Notice and Certification Requirements 12
Compensation During Leave 12
Benefits During Leave 12
Job Reinstatement 13
Unlawful Acts 13
Section 3.5.1b Pregnancy Disability Leave 13

Leave Available 13
Notice and Certification Requirements 13
Compensation During Leave 13
Benefits During Leave 14
Job Reinstatement 14
Section 3.5.1c Workers' Compensation Disability Leave 14
Notice and Certification Requirements 14
Job Reinstatement 14
Benefits During Leave 14
Section 3.5.1d Personal Leaves of Absence 14
Seniority During Leave 14
Benefits During Leave 15
Job Status Upon Return from Authorized Leave 15
Conditions Related to Termination During Leave 15
Contributions Related to a Group Health Plan While on Leave 15
Section 3.5.2 Time Off for Victims of Violent Crimes, Domestic Abuse or Sexual Assault 15
Section 3.5.3 Time Off for Crime Victims 15
Section 3.5.4 Paid Family Leave 15
Section 3.5.5 Bone Marrow and Organ Donation 16
Section 3.6 Jury Duty/Court Service 16
Section 3.7 Military Service 16
Military Spousal Leave 16
Section 3.8 Civil Air Patrol Leave 16
Section 3.9 Workers' Compensation 16
Section 3.10 State Disability Insurance 17
Section 3.11 Unemployment Insurance 17
Section 3.12 Social Security 17
Section 3.13 Voting Time Off 17
Section 3.14 Educational Reimbursement 17
Section 3.15 Bereavement/Funeral Leave 17
Section 3.16 Insurance (may include: Medical, Life, Vision and/or Dental) 17
Section 3.17 COBRA (Benefits Continuation) 17
Section 3.18 Employee Recognition Program 17
Section 3.19 Volunteer Firefighters, Volunteer Peace Officers, and Volunteer Emergency Rescue Personnel 18
Section 3.20 School Activities 18
Section 3.21 School Suspension Leave 18
Section 3.22 Recreational Activities and Programs 18
SECTION 4 – YOUR RESPONSIBILITIES AS AN EMPLOYEE 19
Section 4.1 Professional Conduct 19
Section 4.2 Standards of Conduct 19
Section 4.3 Disciplinary Practices 19
Section 4.4 Substance Abuse 19
Introduction 19
Policy Objectives 19
Company premises (or property) defined 20
Policy application 20
Company policy statement 20
Policy enforcement activity, Workplace inspections, Substance abuse testing 21
Potential Disciplinary Actions 22
Off-The-Job Conduct 23
Rehire Following Termination for Substance Abuse 23
Administration 23
Section 4.5 Confidential Information 23
Section 4.6 Conflicts of Interest 24
Section 4.7 No-Solicitation Rule 24
Section 4.8 Gifts and Tipping 24
Section 4.9 Personnel Files 24
Section 4.10 Personal Information 24
Section 4.11 Certification Requirements 25
Section 4.12 Suggestions 25
Section 4.13 Use of Electronic Communication Devices and the Internet 25
Ownership of Systems and Data 25
Authorized Access 25
Acceptable Use 25
Unacceptable Use 26

Employee Responsibility 26
Software 26
Email Retention Policy 26
Social Media....26
Section 4.14 Cell Phones 26
Personal Use....26
Safe Use 26
Section 4.15 Personal Business at Work 27
Section 4.16 Visitors....27
Section 4.17 Housekeeping....27
Section 4.18 Traffic Violations/Insurability....27
Class A Violations 27
Class B Violations 27
Section 4.19 Customer/Patient Relations....28
Section 4.20 Outside Employment 28
SECTION 5 – ON THE JOB 29
Section 5.1 Open Door Policy 29
Section 5.2 Problem-Solving Procedure....29
Step One 29
Step Two 29
Step Three 29
Section 5.3 Garnishment....29
Section 5.4 Staff Development and Training 29
Section 5.5 Promotions 30
Section 5.6 Employment Separation 30
Section 5.7 Exit Interview 30
Section 5.8 Letters of Reference 30
Section 5.9 Smoking/Tobacco Use 30
Section 5.10 Uniforms 30
Section 5.11 On the Job Illness/Injury 30
Section 5.12 Reductions in Force....30
SECTION 6 – GENERAL INFORMATION....31
Section 6.1 Bulletin Board 31
Section 6.2 Safety/Workplace Security....31
Section 6.3 First Aid 31
Section 6.4 Personal Property....31
Section 6.5 Locker and Desk Inspection 32
Section 6.6 Policy Changes....32
ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK 33
ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK *(Copy for Personnel File)*....35

INTRODUCTION

Welcome to American Legion Post No. 108 Ambulance Service. You are joining a professional organization of over 80 years of service to the people of Amador and Calaveras Counties. American Legion Post No. 108 Ambulance Service is the oldest non-profit ambulance provider west of the Mississippi and is operated non-profit with service to community philosophy. American Legion Post No. 108 Ambulance Service is the sole provider of ambulance service to the people of Amador County and majority of Calaveras County.

In welcoming you to American Legion Post No. 108 Ambulance Service, we would like to remind you of the fact that human life and physical wellbeing of our patients depends on your actions and judgment. We must have high expectations of performance standards, attendance and reliability. Please give only your best that is within you. Produce quality; render warm, friendly, courteous and professional service. Help yourself by helping others and success in life will come naturally your way.

Our goal of service to the people of Amador and Calaveras Counties depends on you to do your best. We recognize that you are very important to the success of this goal "giving the best service our industry has to offer."

We welcome you and wish you every success.

AL LENNOX

Al Lennox,
President, Chief Executive

SECTION I – GETTING STARTED

Section 1.1 Purpose of Handbook

WELCOME!

This handbook is provided for your use as a ready reference and as a summary of our personnel policies, work rules and benefits. It is designed to acquaint you with the Company's policies as quickly as possible. Accordingly, you will find it to your advantage to read the entire handbook promptly so that you will have a complete understanding of the material covered.

This Company is based on the principle of team work and a desire on the part of those working here to continue the success of the Company. Working together, the progress of our Company should prove to be mutually beneficial.

Our success depends on the cooperation of our employees and their willingness to work together as a team and with Management. We all look forward to continued growth benefiting everyone associated with American Legion Post No. 108 Ambulance Service.

Right to Revise

Please understand that this handbook only highlights Company policies, practices and benefits for your personal education and cannot therefore be construed as a legal document. Except for the employment at-will policy, the Company reserves the right to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook. All such revisions, deletions or additions must be in writing and must be signed by the President of the Company. No oral statements or representations can change or alter the provisions of this handbook. As policies, procedures, work rules or benefits are revised, updated pages will be distributed to you. Please keep this handbook readily available and insert the updated material promptly so that it is current at all times.

Violation of Company Policies

A violation of any Company policy whether or not detailed in this handbook will result in disciplinary action, up to and including termination.

Section 1.2 Employment At-Will

Employment at American Legion Post No. 108 Ambulance Service is employment at-will, which means that employment may be terminated with or without cause at any time by you or the company, except those employees covered under the Collective Bargaining Agreement. Terms and conditions of employment, not addressed by the Collective Bargaining Agreement, may be modified at the sole discretion of the Company with or without cause and with or without notice. Other than the President of the Company, no one has the authority to make any agreement for employment other than for employment at-will or to make any agreement limiting the Company's discretion to modify other terms and conditions of employment. Only the President has the authority to make any such agreement and then only in writing. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy or practice. Examples of the types of terms and conditions of employment outside of the Collective Bargaining Agreement which are within the sole discretion the Company include, but are not limited to, the following: termination, promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation or expansion of operations; sale, relocation, merger or consolidation of operations; determinations concerning the use of equipment, methods or facilities; or, any other terms and conditions that the Company may determine to be necessary for the safe, efficient and economic operation of its business.

Section 1.3 Policy Against Harassment

American Legion Post No. 108 Ambulance Service has a strict policy against harassment of any type and our goal is to provide a work environment free from harassment. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events. This policy covers harassment of any employee, applicant, or person providing services pursuant to a contract or any person who has a business, service or professional relationship with any agent of the Company. Employees should immediately report any incidents of harassment, discrimination, Workers Compensation abuse, potential workplace violence situations or any workplace ethic violations by calling The ACTIONLINE at 1-800-775-5463.

This includes harassment based on race, color, religion, national origin, age, medical condition, disability, marital status, sex (including sexual harassment), sexual orientation or any other characteristic or activity protected by law. Although the following amplification specifically addresses the sexual harassment issues of the policy, its reporting, investigation and disciplinary provisions also apply to all other forms of harassment.

Definition

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an

individual is used as the basis for employment decisions affecting the individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if there are no tangible or economic job consequences.

The term "sexual harassment" includes many forms of offensive behavior. The following is a partial list of conduct that may constitute sexual harassment:

- Sexual advances
- Offering employment benefits in exchange for sexual favors
- Verbal conduct including derogatory comments, epithets, slurs or jokes that are either gender-based or of a sexual nature
- Visual conduct including leering, sexual gestures or the display of sexually suggestive objects, pictures or cartoons
- Physical conduct including touching, assaulting or impeding another's movement
- Gender-based harassment including harassment by someone of the same sex as the victim

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of a characteristic or activity discussed in the first paragraph above that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Sexual conduct is considered harassment only when it is "unwelcome." This inquiry often involves an assessment of whether the recipient made it known that the conduct was unwelcome. If you are subjected to unwelcome sexual conduct, therefore, you are encouraged (1) to inform the perpetrator that the conduct is considered offensive and should stop, and/or (2) to initiate the internal complaint procedure described below.

Sexual harassment is considered to be sex discrimination in violation of applicable federal and state law, including Title VII of the federal Civil Rights Act and the California Fair Employment and Housing Act. It also is prohibited to retaliate against an employee because the employee has complained about harassment or participated in an investigation, proceeding or hearing based on such a complaint. Retaliation against an individual for reporting harassment or for participating in an investigation of a claim of harassment is a serious violation of this policy.

Complaint Procedure

There is an internal procedure for handling complaints of sexual harassment. You should submit such a complaint to your Field Shift Supervisor, your Operations Manager, and/or any member of Management. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, American Legion Post No. 108 Ambulance Service strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. A prompt, thorough and objective investigation of the complaint will be conducted. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the sexual harassment. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline. To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Employees who have had a complaint addressed by this complaint procedure should immediately make a further complaint should the harassment reoccur.

A complaint of sexual harassment may be filed within one year of the harassment with the California Department of Fair Employment and Housing ("DFEH"). The DFEH initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. The DFEH can be contacted toll free at (800) 884-1684; or for the hearing impaired, (TTY) (800) 700-2320; or visit the department's website at www.dfeh.ca.gov.

A complaint of sexual harassment also may be filed within 300 days of the harassment, with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hearing impaired, the EEOC's toll-free TTY number is (800) 669-6820. EEOC field office information is available at www.eeoc.gov.

1.4 Equal Employment Opportunity

This Company is an Equal Employment Opportunity employer. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at American Legion Post No. 108 Ambulance Service will be based on merit, qualifications, and abilities, not on any mental or physical disability. This Company complies with the law regarding "reasonable accommodation" for disabled employees and applicants.

American Legion Post No. 108 Ambulance Service does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, ancestry, mental or physical disability, sexual orientation, medical condition, genetic information, marital status, Veteran status or any other characteristic protected by law.

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment.

If you have questions or concerns about any type of discrimination in the workplace you are encouraged to bring these issues to the attention of management or by contacting The ACTIONLINE at 1-800-775-5463. You can raise concerns and make reports without fear of reprisal.

1.5 Americans with Disabilities (ADA)

The Americans with Disabilities Act ("ADA") protects qualified employees with disabilities from discrimination in the workplace.

If you feel you may be disabled in any way, notify your supervisor in writing as soon as possible. The required submittal form can be obtained from your Human Resources Department. Once you have submitted the form, the Company will make every effort to open up a "dialogue" with you in attempt to determine whether the Company can make a "reasonable accommodation" for your disability.

At no time will the Company discriminate, harass, or retaliate in any way against you for making your accommodation request. Any type of harassment or discrimination whether real or perceived shall be reported to your Field Shift Supervisor or Operations Manager immediately.

1.6 Immigration Law Compliance

American Legion Post No. 108 Ambulance Service is committed to employing only United States citizens and resident aliens who are authorized to work in the United States and it does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If you are a former employee who is rehired, you must also complete the form if you have not completed an I-9 with American Legion Ambulance Service within the past three years, or if your previous I-9 is no longer retained or valid.

If you have questions or seek more information on immigration law issues you are encouraged to contact the United States Citizenship and Immigration Services (USCIS) toll free on 1-800-375-5283. You may raise questions or complaints about immigration law compliance without fear of reprisal.

Section 1.7 Employee Association

American Legion Post No. 108 Ambulance Service recognizes the American Legion Ambulance Employee Association as the exclusive bargaining agent for the employee's covered under the Collective Bargaining Agreement. The employees covered under this agreement are all Full-Time, Regular Part-Time and Per Diem Paramedics, Emergency Medical Technicians and Field Shift Supervisors employed by the Company, excluding all clerical and administration employees, casual employees, registered nurses and management.

Refer to the Collective Bargaining Agreement.

Section 1.8 Employee Positions

Exempt Employees

Exempt Employee is defined as a professional, executive, administrative, etc. who corresponds to California state law and the federal Fair Labor Standards Act that does not qualify the employee for overtime pay.

Non-Exempt Employees

All paramedics, EMT's, registered nurses and field shift supervisors are considered non-exempt and employees thus classified receive overtime pay as determined by state and federal laws.

Section 1.9 Employee Classification

See Collective Bargaining Agreement, Section 17.

Full-Time Employees

Full-time employees are defined as those employees who from their last date of hire have satisfactorily completed the introductory period specified herein and who are scheduled to regularly work a minimum of two (2) regularly scheduled consecutive twenty-four (24) hour shifts "on" and four (4) twenty-four (24) hour shifts "off" in a six (6) day sliding cycle averaging a fifty-six (56) hour work week.

Regular Part-Time Employees

Regular part-time employees are defined as those employees who from their last date of hire have satisfactorily completed the introductory period specified herein and who are regularly scheduled to work forty-eight (48) hours per week.

Per Diem Employees

Per Diem employees are defined as those employees who work a maximum of thirty-six (36) hours per week. They are not eligible for any benefits other than those required by law.

Casual Employees

Casual employees are defined as those employees who work on an occasional basis and are not eligible for any benefits other than those required by law.

On Call Employees

On Call employees are defined as those employees who work on an on call basis and are not eligible for any benefits other than those required by law.

Rehired Employees

Rehired employees are defined as those employees who are rehired following a break in service in excess of one (1) year, other than an approved leave of absence. They must serve a new introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their re-employment for all purposes including purposes of measuring benefits (except in the case of pension benefits which are governed by ERISA).

Section 1.10 Introductory Period

All new and rehired employees shall serve an introductory period of six (6) months commencing with their last date of hire. During this period, the Company and you will have an opportunity to determine whether further employment with the Company is appropriate. The Company may extend the duration of the introductory period one or more times if, in its sole and absolute discretion, it determines that such an extension is appropriate.

You or the Company may terminate the employment relationship at any time during or the introductory period with or without cause and with or without notice. An employee who successfully completes the introductory period will be notified that he or she has become a regular full-time, regular part-time, per diem or a casual employee of the Company.

1.11 Personal Appearance

You are expected to wear neat and clean clothing and to dress appropriately for the functional area they work in and in consideration of the Company's business presentation needs.

At a minimum, work attire must not pose a safety hazard for the wearer or others, must be clean and neat, must not be overly distracting to the workforce, and must not contain offensive graphics or slogans.

You should contact your Supervisor if you have any questions or concerns about proper attire for your area.

If you are determined to be inappropriately dressed you may be sent home, without pay, to change.

Paramedics and EMT's must comply with Company Policy 210.00.

1.12 Physical Examination

The Company may require that you have a physical examination at the expense of the Company where necessary to demonstrate abilities to perform essential job functions or required by applicable laws or regulations.

1.12 Bonding

Whenever the Company requires bonding of any employee or the carrying of any insurance for the indemnification of the Company, the Company shall pay the premiums.

1.13 Dating in the Workplace/Consensual Relationships

The Company has a policy prohibiting sexual harassment in the workplace. This policy applies to all employees of the Company, including supervisors, managers and executives. The Company realizes that social relationships may occur in the workplace and will not prohibit such relationships as long as each involved party mutually and voluntarily consent to the social relationship. In addition, the social relationship cannot affect the performance of their duties or negatively impact the Company's business.

To ensure that social relationships do not violate the sexual harassment policy, employees who enter into such relationships must comply with the following guidelines. Each involved employee must notify their Supervisor of the relationship and review the Company's policy prohibiting harassment in the workplace. It is the responsibility of each party to ensure that they conduct themselves in a completely professional manner, will not engage in offensive work behavior, and that the social relationship will not adversely affect an employee's individual work performance.

However, the Company does prohibit such relationships in the event they involve a Supervisor and subordinate. Social relationships between a Supervisor and subordinate can be harmful not only to the people involved but also to the work group in general and therefore they are prohibited. If the company learns of such a relationship, it will either reassign one of the individuals or give them the opportunity to choose which employee will resign.

SECTION 2 – HOURS AND PAY

Section 2.1 Salary

New employees will be hired at step 0; however, after completion of the introductory period, employees may, at the discretion of the Company, be granted an additional step with two (2) or more years of demonstratible field experience.

See Collective Bargaining Agreement, Section 21 (B) 10 for pay scale.

Section 2.2 Work Hours and Schedules

The established workweek at American Legion Post No. 108 Ambulance Service is Sunday through Saturday, inclusive. Our workday begins at 8 a.m. and ends at 8 a.m. (or when your workday normally begins).

You will be paid for all hours worked. Pay for time worked will be computed from the time you register in for work until you are effectively released from duty and register out.

You will be paid a minimum of four (4) hours for reporting to work and a minimum of two (2) hours for mandatory training or meetings. Such paid time shall be considered as hours worked.

See Collective Bargaining Agreement, Section 21 for scheduling.

Section 2.3 Overtime Pay

You will be paid one-and-one-half (1-½) times your regular straight-time hourly rate of pay for all time worked in excess of forty (40) hours in any one (1) workweek. For purposes of calculating weekly overtime, meal and sleep periods shall be counted.

No daily overtime shall be paid for any part of a 12 or 24 hour shift.

Section 2.4 Meal and Rest Periods

You will be allowed a ten minute paid duty-free meal period. The Company or Supervisor will schedule such meal periods and may post the schedule.

You will not be allowed to work for a period of more than five (5) hours without taking a meal period, unless you are scheduled to work six (6) hours or less, and you and the Company mutually agree that the meal period may be waived.

When the nature of the work prevents you from being relieved of all duty during your meal period and when, by written agreement between the Company and you, an on-duty meal period is agreed to, you will be paid for your meal period.

You will not be allowed to work for a period of more than ten (10) hours without taking a second unpaid duty-free meal period of at least thirty (30) minutes, unless you are scheduled to work twelve (12) hours or less, and you and the Company mutually agree not to take a second meal period, provided the first period was not waived.

You will be allowed a ten (10) minute paid rest period as close as practicable to the mid-point of any continuous four (4) hour work period.

It is the express policy of the Company that you take these required meal and rest periods. If you believe you are unable to take a meal or rest period, you must speak with your Operations Manager who will ensure that you get the required meal or rest period. Any failure to take a required meal or rest period, or to speak to your Operations Manager concerning your inability to take your meal or rest period, will be considered a violation of Company policy.

Lactation

If you desire to express breast milk for your infant child during the workday, upon request, you will be granted a reasonable amount of rest period time, to run concurrently, if possible, with break time already provided. Rest period time for this purpose that exceeds rest period time already provided will be unpaid. If you desire such rest period time you should contact the Operations Manager who will assist in providing appropriate time(s) and location.

Section 2.5 Time Cards

As a non-exempt employee, you are required to accurately record your hours of work, and your holiday, sick and vacation time. You are to use blue or black ink when signing and filling out your time card.

Company policy requires that you take required meal and break periods. While any missed meal or break period will be paid, it will also be considered a violation of Company policy.

Time cards are legal documents. Never complete someone else's time card and never record false information on your time card. You may be terminated immediately if you do.

If there is a mistake or omission on your time card, take it to your Operations Manager, who will explain the proper way to correct it. After this is done, both you and your Operations Manager must initial the correction.

Time Cards must be turned in, to any station or office, by 8 a.m. of the 1st or the 16th of the month.

All unscheduled overtime must be documented on the back side of the time card.

Section 2.6 Shift Differentials

Field Shift Supervisor differential: see Collective Bargaining Agreement, Section 22 (B).

Per Diem differential: see Collective Bargaining Agreement, Section 22 (D).

Unit differential: see Collective Bargaining Agreement, Section 22 (F).

Field Training Officer (FTO) differential: see Collective Bargaining Agreement, Section 22 (E).

Section 2.7 Paydays and Pay Periods

You will be paid in full semi-monthly on the seventh (7th) and the twenty-second (22nd). Paychecks received on the seventh (7th) will be for time worked from the sixteenth (16th) through the end of the previous month. Paychecks received on the twenty-second (22nd) will be for time worked from the first (1st) through the fifteenth (15th) of the current month.

If either of these paydays falls on a Saturday or Friday holiday, all paychecks will be issued to you on the regular workday preceding Saturday or the holiday. If either of these paydays falls on a Sunday or Monday holiday, all paychecks will be issued to you on the regular workday after the Sunday or Monday holiday.

Paychecks will be available at 8 a.m. at the main business office.

You should notify your Operations Manager if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

If you wish to have someone else pick up your paycheck, you must give a written authorization to payroll each time.

Section 2.8 Required Deductions from Pay

Deductions that are required by state and federal law to be withheld from your gross wages are:

1. Federal Income Tax
2. Federal Social Security Tax (FICA)
3. California State Income Tax
4. California State Disability Insurance
5. Medicare
6. Court Ordered Garnishment or Wage Assignment
7. IRS or Franchise Tax Board Orders to Withhold

Section 2.9 Salary/Wage Advances

It is the policy of the Company to minimize wage/salary advances. Exceptions to this policy will be made only under extreme circumstances and at the discretion of the Company.

Section 2.10 Garnishments

You are responsible for your own debts. Garnishments cause the Company additional paperwork and added expense. We strongly encourage you to work out a financial problem before garnishment of wages become necessary.

SECTION 3 - BENEFITS

American Legion Post No. 108 Ambulance Service is pleased to provide the following benefits to employees.

Section 3.1 Vacation

The Company provides paid vacation benefits to eligible employees to give a period of rest and relaxation away from work.

If eligible, you will be paid for your accrued vacation at the time you take the vacation, or upon termination.

Vacation

See Collective Bargaining Agreement, Section 18 (F).

Vacation Pay at Time of Termination

If you resign or are terminated by the Company for any reason during your employment, you will receive prorated accrued vacation benefits at the straight time rate. If you leave the Company, and have taken any vacation in advance of it being earned, the unearned vacation time will be deducted from your final paycheck.

Section 3.2 403b Retirement

American Legion Post No. 108 Ambulance Service contributes into a 401(k) retirement program for eligible employees. All administrative costs are borne by the Company. The employees may contribute an amount up to which, in combination with the Company contribution, would meet the Federal maximum level allowable. The Company will make payments to the fund on a monthly basis.

Eligibility

Regular full-time and regular part-time employees are eligible to participate in the retirement program.

See Collective Bargaining Agreement, Section 18 (G).

Section 3.3 Holidays

See Collective Bargaining Agreement, Section 18 (D).

If you are on an authorized leave of absence for whatever reason, you will not receive holiday pay for holidays recognized by the Company that occur during the leave.

Section 3.4 Health Days

You are eligible for health days if you are a regular full-time or regular part-time employee and have satisfactorily completed the introductory period.

Health days are to be used in the event of your illness, injury, medical or dental appointments, or to attend to an illness of your child, parent, spouse or registered domestic partner. Appointments should be scheduled either at the beginning or the end of your workday.

Upon completion of the introductory period you will be credited with health day's eligibility, retroactive to your last date of hire. Any time taken for illness or injury during the introductory period will be without pay.

You may be asked to furnish a certificate from your primary physician or your child's, parents, spouses or registered domestic partner's primary physician to verify your absence before you can return to work.

Kin Care

Employees may use up to a maximum of one-half (½) of their yearly health accrual to attend to a child, parent, spouse, registered domestic partner, or registered domestic partner's child who is ill.

Paid sick leave will be integrated with California state disability insurance (SDI) benefits and/or workers' compensation insurance benefits in such a way that the total sick leave benefits paid by the Company, and those you receive from SDI or workers' compensation insurance, will not exceed 100 percent of your regular weekly wage based on your regular straight-time hourly rate of pay.

If you become sick while on duty, you must inform your Field Shift Supervisor or Operations Manager before you leave the facility.

See Collective Bargaining Agreement, Section 18 (E).

Section 3.5 Leaves of Absence

See Collective Bargaining Agreement, Section 19.

Section 3.5.1 Company Subject to FMLA and CFRA

General Provisions

The Company may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your Operations Manager during your leave and to give prompt notice if there is any change in your return date.

Should a leave or an extension be requested and granted providing for leave longer than twelve (12) workweeks in any twelve (12) month period, such leave or extension will

generally not contain a guarantee of reinstatement to the same or an equivalent position. The Company will grant leaves and extensions in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. You will be advised at the time the leave or extension is granted what conditions apply to that leave or extension.
It is understood that you will not obtain other employment or apply for unemployment insurance while you are on a leave. Acceptance of other employment while on leave or failure to return on the day agreed without prior approval of the Company will be treated as a voluntary resignation.

Section 3.5.1a Family and Medical Leave:

American Legion Post 108 Ambulance Service will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most liberal benefits available under either law.

Please contact your Operations Manager as soon as you become aware of the need for a family and medical leave.

Employee Eligibility

To be eligible for family and medical leave benefits, you must: (1) have worked for American Legion Post 108 Ambulance Service for a total of at least twelve (12) months; (2) have worked at least 1,250 hours over the previous twelve (12) months; and, (3) work at a location where at least fifty (50) employees are employed by American Legion Post 108 Ambulance within 75 miles.

Leave Available

If eligible, you may receive up to a total of twelve (12) workweeks of unpaid leave during a twelve (12) month period. A 12-month period begins on the date of your first use of federal family and medical leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended. Leave may be used for one or more of the following reasons: (1) the birth or placement of a child for adoption or foster care; (2) to care for an immediate family member (spouse, child or parent) with a serious health condition; or, (3) you are unable to work because of your own serious health condition.

Under some circumstances, you may take family and medical leave intermittently — which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

You may be granted family and medical leave for drug- or alcohol-related illness. The Company will reasonably accommodate you if you wish to participate in an alcohol or drug rehabilitation program. There will be a guarantee of a job upon your return from the leave. You may use any available paid time off to offset this leave without pay.

If you are unable to perform your duties, or cannot perform the duties in a manner which would not endanger your health or safety or the health or safety of others, because of your current use of alcohol or drugs, you may be subject to discipline, up to and including termination, without regard to your eligibility for a leave of absence.

If you are pregnant, you may have the right to take a pregnancy disability leave in addition to a family and medical leave; you should contact your Operations Manager regarding your individual situation.

Certain restrictions on these benefits may apply.

Notice and Certification Requirements

If you wish to use family and medical leave you may be required to provide:

1. Thirty (30) days advance notice when the need for the leave is foreseeable
2. Medical certification from a healthcare provider (both prior to the leave and prior to reinstatement)
3. Periodic recertification, and
4. Periodic reports during the leave.

When leave is needed to care for an immediate family member or your own serious health condition and is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company's operation.

Compensation During Leave

Family and medical leave is unpaid. American Legion Post 108 Ambulance Service may require you to use accrued paid leave (such as vacation leave) to cover some or all of the family and medical leave. The use of paid time-off will not extend the length of the leave to which you are otherwise entitled.

Benefits During Leave

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if the employee had continued working. The employee is still responsible for their Employee portion of health benefits. The continued participation in health benefits begins on the date leave first begins under Family and Medical Leave Act (e.g., for pregnancy disability leaves) or under the Family and Medical Leave Act/California Family Rights Act (e.g., for all other family care and medical leaves). In some instances, the Company may recover from an employee premiums

paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on family/medical leave who are not eligible for continued paid coverage may continue their group health insurance coverage through the Company in conjunction with the federal COBRA guidelines by making monthly payments to the Company for the amount of the applicable premium. Employees should contact their supervisor for further information.

- Payment is due when it would be made by payroll deduction. (e.g., 15th or end of month)
- Payment is to be made to:

  American Legion Ambulance
  PO Box 100
  Sutter Creek, CA 95685

You will not accrue any benefits (such as vacation, health days, holidays, etc.) during an approved leave.

Job Reinstatement

When you return from a family and medical leave you will be reinstated to your previous position or to an equivalent position with equivalent benefits, pay, and terms and conditions of employment. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if while on family and medical you leave would have been laid off had you not gone on leave, or if your job has been eliminated during the leave and there are no equivalent or comparable jobs available, then you would not be entitled to reinstatement. In addition, your use of family and medical leave will not result in the loss of any employment benefit that you earned or were entitled to before using family and medical leave.

Unlawful Acts

It is unlawful for American Legion Post 108 Ambulance Service to interfere with, restrain or deny the exercise of any right provided by state or federal law. It is unlawful for American Legion Post 108 Ambulance Service to refuse to hire or to termination or discriminate against any individual for opposing any practice, or because of involvement in any proceedings related to family and medical leave.

Section 3.5.1b Pregnancy Disability Leave

See Collective Bargaining Agreement, Section 19 (C).

American Legion Post 108 Ambulance Service will grant an unpaid pregnancy disability leave to employees disabled on account of their pregnancy, childbirth, or related medical condition.

Leave Available

If you are disabled due to pregnancy, childbirth, or related medical condition you may take up to a maximum of four (4) months leave (or 88 workdays for a full-time employee per pregnancy). "Four months" means the number of days you would normally work within four calendar months (one-third of a year equaling 17-1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences. If your schedule varies from month-to month, a monthly average of the hours worked over the four months prior to the beginning of the leave shall be used for calculating your normal work month.
As an alternative, American Legion Post 108 Ambulance may transfer you to a less strenuous or hazardous position or to less strenuous or hazardous duties if you so request, with the advice of your physician, if the transfer can be reasonably accommodated. The Company also complies with the law regarding reasonable accommodation for an employee disabled due to pregnancy, if you so request, with the advice of your physician.

A pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as needed basis.

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your pregnancy disability leave.

Leave taken under the pregnancy disability policy may run concurrently with family and medical leave under federal law, but not with family and medical leave under California law.

Notice and Certification Requirements

If you request to take a pregnancy disability leave you must provide American Legion Post 108 Ambulance Service with reasonable advance notice. In addition, you must provide American Legion Post 108 Ambulance Service with a certification from a health care provider of your pregnancy disability or the medical advisability for a transfer. The certification should include:

1. The date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer;
2. The probable duration of the period(s) of the disability or the period(s) for the advisability of the transfer; and,
3. A statement that, due to disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

Compensation During Leave

Pregnancy disability leaves are without pay. However, you may utilize accrued vacation time and any other accrued health days during the leave. You may also be eligible for state disability insurance for the unpaid portion of your leave. All such accrued vacation or other paid time off will be coordinated with any state disability or other wage

reimbursement benefits for which you may be eligible. At no time will you receive a greater total payment than your regular salary.

Benefits During Leave

If you take pregnancy disability leave and are eligible for leave under the federal family and medical leave laws, American Legion Post 108 Ambulance Service will maintain your group health insurance coverage for up to a maximum of twelve (12) workweeks if such insurance was provided before the leave was taken and on the same terms as if you had continued to work. In some instances, American Legion Post 108 Ambulance Service may recover premiums it paid to maintain your health coverage if you fail to return to work following pregnancy disability leave. If ineligible under the federal family and medical leave laws, and you are on pregnancy disability leave, you will receive continued paid coverage on the same basis as employees taking other leaves.

You will not accrue any benefits (such as vacation, health days, holidays, etc.) during an approved leave.

If you are on pregnancy disability leave and do not receive continued paid coverage, or your paid coverage ceases after twelve (12) workweeks, you may continue your group health insurance coverage through American Legion Ambulance in conjunction with federal COBRA guidelines by making monthly payments to American Legion Ambulance for the amount of the relevant premiums.

Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, COBRA, and our policy for other disabilities, please contact the Operation Manager.

Job Reinstatement

Under most circumstances, upon submission of a medical certification that you are able to return to work from a pregnancy disability leave, you will be reinstated to the same position you held at the time the leave began or to an equivalent position, if available. However, when you return from a pregnancy disability leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if while on pregnancy disability leave you would have been laid off had you not gone on leave, or if your position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then you would not be entitled to reinstatement.

You should contact your Operations Manager for further information.

Section 3.5.1c Workers' Compensation Disability Leave

See Collective Bargaining Agreement, Section 19 (D).

American Legion Post 108 Ambulance Service will grant a workers' compensation disability leave to you if you have an occupational illness or injury in accordance with state law. As an alternative, American Legion Post 108 Ambulance Service will try to reasonably accommodate you with modified work, where such work would be appropriate and is available. Leaves taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

Notice and Certification Requirements

You must report all accidents, injuries and illnesses no matter how small to your immediate Supervisor. In addition, you must provide American Legion Post 108 Ambulance Service with a certification from a health care provider.

Job Reinstatement

Upon the submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. If you are disabled due to an industrial injury, the Company will attempt to accommodate you. If you are returning from a workers' compensation disability leave that runs concurrently with a family and medical leave, then the provisions of the family and medical leave policy will also apply.

Benefits During Leave

American Legion Post No. 108 Ambulance Service will continue to pay its share of your health insurance premiums while you are on Workers' Compensation Disability Leave, if such insurance was provided before the leave was taken and on the same terms as if you had continued to work. If the leave is extended beyond this time, you have the option to continue your present health insurance coverage under COBRA guidelines.
You will not accrue any benefits (such as vacation, health days, holidays, etc.) during an approved leave.

Section 3.5.1d Personal Leaves of Absence

See Collective Bargaining Agreement, Section 19 (A).

American Legion Post 108 Ambulance Service may grant other leaves of absence, provided you submit a written request for such leave. The Company reserves the sole right to approve or deny any request for such leave.

The Company's operational needs, your reason for leave, your job performance, requested length of leave and length of employment all will be considered in determining whether your request will be granted.

Seniority During Leave

You will not accrue seniority during personal leaves but will not forfeit previously accrued seniority as a result of such leave provided you return to work at the time designated in

the approved leave request or have not been terminated during the leave.

Benefits During Leave

Accrued vacation and sick leave will be paid, upon request, if eligible and available, but will be coordinated with any state disability benefits, including workers' compensation, for which you may be eligible if on leave.

You will not accrue any benefits (such as vacation, sick leave, holidays, etc.) during an approved leave.

Job Status Upon Return from Authorized Leave

The Company cannot guarantee to hold a particular job open for other leaves.

If you return in a timely manner from an authorized leave you will be returned to your former position if possible, to another position for which you are qualified or you will be offered the first available opening in a comparable position for which you are qualified.

When you return, you must furnish a physician's certificate verifying you are physically able to perform the full duties required for the job if the leave was for medical reasons.

Conditions Related to Termination During Leave

During the period of the leave, if you engaging in gainful employment, including self-employment, unless agreed to in writing by the Company, or you fail to return to work on the day agreed without prior approval of the Company, you will be considered to have voluntarily quit.

Contributions Related to a Group Health Plan While on Leave

The Company will not compensate, nor make any contributions to the Group Health Plan for you while on an authorized leave. You have the option to continue your present health insurance coverage under COBRA guidelines. Your premium will be at 102% of the Company's premium cost. It is your responsibility to make timely payments or be terminated from the plan.

Section 3.5.2 Time Off for Victims of Violent Crimes, Domestic Abuse or Sexual Assault

The Company will not discriminate against you if you are a victim of crime if you take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

The Company will not discriminate against you if you are a victim of domestic violence or sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety or welfare of you or your child.

The Company will not discriminate against you if you are a victim of domestic violence or sexual assault for taking time off from work to seek medical attention for injuries caused by the domestic violence or sexual assault, to obtain services from a domestic violence program, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

You must give the Company reasonable notice that you are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such cases, the Company will take no action against you if, within a reasonable time after the appearance, you provide the Company with documentary evidence that your absence was required for any of the above reasons.

You may use vacation, medical and/or other leave or other accrued time off if available.

Section 3.5.3 Time Off for Crime Victims

You may take time off from work, without fear of discrimination, if you, an immediate family member (spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather), or your registered domestic partner are a victim of a violent or serious felony, or of felony theft or embezzlement.

Before you may be absent from work under this provision, you must provide a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, no disciplinary action will be taken against you if you, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from any of the following:

- ❑ The court or government agency setting the hearing.
- ❑ The district attorney or prosecuting attorney's office.
- ❑ The victim/witness office that is advocating on behalf of the victim.

You may use vacation, medical and/or other leave or other accrued time off if available.

Section 3.5.4 Paid Family Leave

When you stop working or reduce your work hours to care for a family member who is seriously ill or to bond with a new child, you may be eligible to receive Paid Family Leave (PFL) benefits beginning July 1, 2004.

The PFL program is administered by the California Employment Development Department (EDD). For information about PFL (eligibility, claim filing, etc.), contact

a paid family leave customer service center at 1-877-BE-THERE.

Section 3.5.5 Bone Marrow and Organ Donation

You will be eligible for up to 30 business days paid leave in any one-year period for organ donation and up to five business days paid leave for bone marrow donation. A 12-month period begins on the date of your first use bone marrow and organ donation leave. To qualify, you may be required to provide American Legion Post 108 Ambulance Service with written verification of your status as an organ or bone marrow donor and the medical necessity for the donation.

Leaves may be taken in one or more periods, and during any period of leave, the Company will maintain and pay for coverage under a group health plan. Leave for organ or bone marrow donation will not be considered a break in your service for the purpose of salary adjustments, sick and vacation pay accrual, annual leave or seniority.

American Legion Post 108 Ambulance Service may require you to use up to five days of accrued sick or vacation time for bone marrow donation leave and up to two weeks of such time for organ donation leave.

Upon returning from leave, you will be returned to your same position or to a position with equivalent status, pay and benefits.

Section 3.6 Jury Duty/Court Service

See Collective Bargaining Agreement, Section 19 (G).

Any employee absent from work for service as a juror or absent from work for appearance as a witness in response to a subpoena to testify in relation to American Legion Post 108 Ambulance Service work, will be granted paid leave of absence for the time up to seventy (70) calendar days, going to, returning from and serving or appearing in such capacity. Such time will be paid as hours worked.

The Company will require, verification of the employee's need to be absent from work for service as a juror or for appearance as a witness.

If you receive a notice to report for jury duty you must notify your Operations Manager immediately.

Section 3.7 Military Service

Leave without pay is provided to you when you enter military service of the armed forces of the United States or are in the armed forces reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any applicable state law.

Military Spousal Leave

You may take up to ten (10) days of unpaid leave when your spouse is on leave from deployment during a period of military conflict. To qualify for this leave:

1. Your spouse must be a member of the Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or a member of the National Guard or Reserves who has been ordered to active duty and deployed during a period of military conflict.
2. You must be employed for an average of twenty (20) or more hours per week.
3. You must provide us with notice of your intent to take this leave within two (2) business days of receiving official notice that your spouse will be on leave from deployment.
4. You must submit written documentation certifying your spouse will be on leave from deployment during the requested leave time.

Section 3.8 Civil Air Patrol Leave

Volunteer members of the California Wing of the Civil Air Patrol may take up to ten (10) days of unpaid leave when you are called to respond to an emergency operational mission. To qualify for this leave:

1. An employee must be employed for at least 90 days immediately preceding the commencement of the leave.
2. Employees will be required to give the employer as much notice as is possible of the intended leave dates.

Section 3.9 Workers' Compensation

American Legion Post No. 108 Ambulance Service provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if hospitalized, immediately.

If you sustain work-related injuries or illness you must inform your Operations Manager immediately. No matter how minor the on-the-job injury may appear, it is important that it be reported immediately. Reporting procedures are critical to qualify for payment of workers' compensation benefits.

Workers' compensation fraud is cause for immediate termination.

A release from the doctor providing care stating that you are able to resume your normal duties will be required before you return to work after a work-related injury or illness.

The Company or its insurer will not be responsible for payment of workers' compensation benefits for any injury

that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Section 3.10 State Disability Insurance

You are covered under California's State Disability Insurance Plan (SDI), which provides low-cost protection for loss of earnings due to non-work-related illness or accident. Benefits begin on the first (1st) day of hospitalization or after the seventh (7th) day of illness or accident if you are not hospitalized.

Section 3.11 Unemployment Insurance

Unemployment insurance is provided at no cost to you through Company contributions. You are not eligible for unemployment insurance if you voluntarily quit without good cause, or are terminated for misconduct connected with work.

Section 3.12 Social Security

As an employee of (Company), you are covered under the provisions of the federal social security law (F.I.C.A.). The Company matches the amount of deduction from your wages for social security taxes. The benefit you receive at retirement is a complicated matter based on your career earnings record, age and date of retirement. For more details contact your local Social Security Office.

Section 3.13 Voting Time Off

If you are a voter, you may claim time off without loss of pay to vote at statewide elections under Section 14350 of the California Election Code if you do not have sufficient time outside of working hours to vote. See your Operations Manager at least two (2) working days prior to Election Day if time off for voting is required. No more than two (2) hours of the time taken off for voting will be without loss of pay. The time off for voting will be only at the beginning or end of your regular work shift, whichever allows the most free time for voting and the least time off from your regular work shift.

Section 3.14 Educational Reimbursement

See Collective Bargaining Agreement, Section 19 (F).

The Company will reimburse Full-time, Regular part-time and Per Diem employees (without reimbursement from other EMS sources) that have successfully completed their introductory period, the following educational reimbursement upon proof of re-licensure and certificates:

Paramedics – Forty-eight (48) hours of straight time pay.
EMT-1 – Twenty-four (24) hours of straight time pay.

Section 3.15 Bereavement/Funeral Leave

See Collective Bargaining Agreement, Section 19 (B).

In the event of death in an employee's immediate family, employees who have successfully completed their introductory period with the Company will be eligible for funeral leave with pay of two (2) shifts off. Time off will be paid as hours worked. Immediate family is defined as spouse, mother, father, children, siblings, grandparents and in-laws.

Section 3.16 Insurance (may include: Medical, Life, Vision and/or Dental)

See Collective Bargaining Agreement, Section 18 (B).

Section 3.17 COBRA (Benefits Continuation)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your beneficiaries the opportunity to continue health insurance coverage under American Legion Post 108 Ambulance Service's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in your hours or a leave of absence; your divorce or legal separation; you become entitled to Medicare; or a dependent child no longer meets eligibility requirements.

Under COBRA, you or your beneficiary pays the full cost of coverage at American Legion Post 108 Ambulance Service's group rate plus an administration fee. You will receive a written notice describing rights granted under COBRA when you become eligible for coverage under American Legion Post 108 Ambulance Service's health insurance plan. The notice contains important information about your rights and obligations.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits the circumstances under which coverage may be excluded for medical conditions present before you become eligible to enroll or are enrolled in health coverage that excludes coverage for preexisting medical conditions. You are entitled to a certificate that will show evidence of your prior health coverage. Please contact or the health plan administrator for further information concerning the certificate.

Additional continuation coverage is available under California law for employees and qualified beneficiaries, which supplements COBRA continuation coverage. Written notice will be provided to you, if eligible, regarding important information about your rights and obligations.

Section 3.18 Employee Recognition Program

The Company is honored to recognize its employees for their length of service. You will receive your first service emblem on the completion of five years of service. Each five years thereafter, when another "milestone" has been reached, further recognition will be provided in the form of additional service emblems.

The Company would like to honor every employee with a service award and we hope you will be a recipient. The Company is proud of the long service and the awards received by a great many dedicated employees.

Section 3.19 Volunteer Firefighters, Volunteer Peace Officers, and Volunteer Emergency Rescue Personnel

You will not be disciplined for taking time off to perform emergency duty as a volunteer firefighter or volunteer peace officer. You are also eligible for unpaid leave for required training. If you are an official volunteer firefighter or volunteer peace officer, please tell your Operations Manager that you may have to take time off for emergency duty. When taking time off for emergency duty, please tell your Operations Manager before doing so when possible.

Section 3.20 School Activities

You are encouraged to participate in the school activities of your child(ren). The absence is subject to all of the following conditions.

1. Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to 12 may take time off for a school activity;
2. The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of forty (40) hours each school year;
3. Employees planning to take time off for school visitations must provide as much advance notice as possible to their Supervisor;
4. If both parents are employed by the Company, the time off will be granted to the first employee to make a request. The other parent will receive the time off only if the request is approved by his or her Supervisor;
5. Employees must use (vacation or PTO) in order to be paid for this time off;
6. Employees who do not have paid time off available will take the time off without pay: and
7. Employees must provide their Supervisor with documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.

Section 3.21 School Suspension Leave

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should notify your Supervisor as soon as possible before leaving work. No discriminatory action will be taken against you for taking time off for this purpose. The Company may require you to provide documentation of your need to attend a meeting at the school.

Section 3.22 Recreational Activities and Programs

The Company or its insurer will not be responsible for payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the your work-related duties.

SECTION 4 – YOUR RESPONSIBILITIES AS AN EMPLOYEE

Section 4.1 Professional Conduct

You must conduct yourself in a manner that will not embarrass or discredit the good reputation of American Legion Ambulance Service. You are expected to give loyal and efficient service and to cooperate in properly doing the work to which you are assigned. Remember, your conduct on and off the job is a direct reflection of American Legion Post No. 108 Ambulance Service.

Because you represent American Legion Post No. 108 Ambulance Service, the community's impression of you will often be their impression of our entire organization. In your relations with others, whether they are co-workers, vendors or customers, you are asked to be courteous, tactful and fair.

Section 4.2 Standards of Conduct

Regardless of your classification, status or length of service, you are expected to meet and maintain Company standards for job performance and behavior.

Although there is no way to identify every possible violation of standards of conduct, the following is a partial list of infractions which may result in disciplinary action up to and including termination:

- ❑ Falsifying an employment application, timecard, personnel document, or other document, or otherwise providing false information.
- ❑ Unauthorized possession of Company property, gambling, carrying weapons or explosives, or violating criminal laws.
- ❑ Fighting, throwing objects, horseplay, practical jokes, or other conduct which may endanger the wellbeing of any employee on Company premises.
- ❑ Engaging in acts of dishonesty, fraud, theft, or sabotage.
- ❑ Posting harassing, threatening, slanderous or malicious posts on social media websites.
- ❑ Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees.
- ❑ Insubordination, refusal to comply with instructions, or failure to perform duties which are assigned.
- ❑ Unauthorized use or misuse of Company material, time, equipment, or property.
- ❑ Damaging or destroying Company property due to careless or willful acts.
- ❑ Conduct that the Company determines reflects adversely on the employee or the Company.
- ❑ Performance which, in the Company's judgment, does not meet the requirements of the position, including excessive absences or tardiness.
- ❑ Engaging in such other practices as the Company determines may be inconsistent with the conduct necessary to the welfare of the Company, its employees, or clients.
- ❑ Negligence in observing fire prevention and safety rules.
- ❑ Other circumstances for which the Company determines that corrective action is warranted.
- ❑ Filing a false claim of worker's compensation or harassment.

Section 4.3 Disciplinary Practices

See Collective Bargaining Agreement, Section 7.

Section 4.4 Substance Abuse

This policy is in addition to and separate from the Company's policy governing DOT-regulated drivers.

Introduction

American Legion Post No. 108 Ambulance Service has a strong commitment to provide a safe workplace and to establish policies promoting high standards of employee health and safety. In keeping with this commitment, it is the Company's intent to maintain a drug/alcohol-free workplace.

Employees are expected to report to work in a physical and emotional condition that will allow them to perform their assigned tasks in a competent and safe manner. The use, abuse, presence in the body or reporting to work under the influence of alcohol, illegal and unauthorized drugs and other dangerous substances by employees limits the ability of the user to exercise good judgment, react properly in unexpected situations, perform tasks safely and efficiently and endangers not only that employee but fellow employees, our customers, suppliers, contractors and members of the general public. The Company has implemented this policy to reduce everyone's exposure to these problems and to meet the following objectives.

Policy Objectives

To assist in maintaining a safe and healthful working environment for our employees, our customers, visitors, vendors, suppliers, contractors and members of the general public.

To provide counseling and/or rehabilitation assistance for employees when appropriate.

To prevent personal injuries and to protect the property of the company, employees, our customers and the general public.

To prevent the occurrence of incidents, the consequences of which may drastically affect the safety and the future of Company operations.

To cooperate with our customers in their efforts to contribute to safe and efficient operations.
To minimize absenteeism, tardiness; improve productivity and to ensure quality workmanship.

To protect the reputation of the Company and employees within the community, industry at large and among our customers.

To comply with contractual obligations of our customers, government agreements, a particular federal or state agency (Department of Transportation, Interstate Commerce Commission, Department of Public Safety) or to meet the requirements of enacted city, federal and state drug abuse laws such as the Drug-free Workplace Act of 1988, the Americans with Disabilities Act, Commercial Driver's License requirements, mandatory guidelines for federal workplace testing programs, the Department of Health and Human Services or the Substance and Mental Health Services Administration, formerly known as the National Institute on Drug Abuse, when appropriate.

Company premises (or property) defined

For the purpose of this policy, the term "Company premises" as used herein includes all property, offices, facilities, land, buildings, structures, fixtures, installations, automobiles, trucks and all other vehicles and equipment whether owned, leased or used. This policy also includes all customer properties, areas under the Company's control, and any other work locations or mode of transportation to and from those locations during working time and while in the course and scope of Company employment or on Company business.

Policy application

This policy will apply to all regular full-time, part-time, casual, per-diem, probationary or contract employees and to employment applicants. Compliance with the policy will be required as a condition of employment or continued employment with American Legion Ambulance. This policy also applies to all Company contractors, suppliers, visitors, vendors and invitees.

Company policy statement

This is to notify all American Legion Ambulance employees, applicants, employees of other companies, suppliers and visitors that the use, abuse, presence in the body or reporting to work under the influence, bringing onto company property, unlawful manufacture, distribution, dispensation, possession, transfer, storage, concealment, transportation, promotion or sale of the following illegal and unauthorized drugs, controlled substances, alcohol beverages, or drug-related paraphernalia by employees and others is strictly prohibited from all of the above mentioned company premises or while on company business and/or during working time.

a. Employee responsibilities

You are responsible for following our work safety rules, including the rules obtained in this Policy, and for observing the standards of behavior every employer has the right to expect of its employees. You are responsible for seeking assistance, whether from or through the Company or any other resource, before an alcohol or drug problem adversely affects your work performance or results in a violation of this policy. The time to seek help is BEFORE, not AFTER.

You can also help co-workers who may be developing an alcohol or drug problem by calling it to their attention and urging them to deal with it. You can do that directly or by calling the problem to our attention. Your identity will be kept confidential. We will simply tell the co-worker that others are concerned that they may be developing a problem that needs attention. Under the Federal Drug Free Workplace Act, employees should report the use or possession of illegal or unauthorized drugs on the jobsite to their immediate supervisor.

An employee who is diagnosed as having a current alcohol or drug problem may be required to enter into and complete a treatment program, including any follow-up recommendations approved by the Company to maintain employment and may also be required to sign a "performance agreement." **(Company participation and payment of the program cost will be limited to any available insurance coverage.)** Nothing herein shall be construed to limit the Company's right to discipline or discharge an employee whose current use of drugs or alcohol make him/her unable to perform his/her job duties, or cannot perform job duties in a manner, which would not endanger his/her health or safety or the health or safety of others.

b. The use of the following is prohibited

Illegal drugs, unauthorized controlled substances (see prescription drug section), look-alikes, inhalants of abuse, designer and synthetic drugs (including the presence of any confirmed detectable amounts in the employee or person while working). Also prohibited are any other unauthorized drugs and abnormal or dangerous substances, which may affect an employee's mood, senses, responses, motor functions or alter or affect a person's perception, performance, judgment, reactions or senses while working.

c. Unauthorized alcohol or intoxicating beverages

The use or possession of alcohol or intoxicating beverages during the course of the normal workday is prohibited. Additionally, a blood

alcohol concentration (BAC) at 0.04% or above during working time is in violation of this policy. The moderate use of alcohol at authorized Company functions is not prohibited by this policy.

Additionally, no employee of American Legion Ambulance shall consume an intoxicating beverage regardless of its alcohol content, or be under the influence of an intoxicating beverage or controlled substance, within twelve (12) hours before going on duty, or consume an intoxicating beverage or concentration of a controlled substance while on duty.

d. Prescription drugs (legally controlled substances)

i) Any employee who has been informed that a prescribed medication could cause adverse side effects while working or where medication indicates such warning, must inform their supervisor prior to using such substances on the job. Employees must only possess a reasonable amount of medication for a normal work shift.

ii) Employees must not consume prescribed drugs more often than as prescribed by the employee's physician.

iii) An employee whose name appears on the prescription label must not allow any other person to consume the prescribed drugs.

iv) All medicine must be in its original container and must be in the employee's name and have the doctor's name and prescription number on the label.

v) Each prescription must not be older than one year from the date of issue.

The use of drugs or medicine prescribed by a licensed physician for the individual employee is permitted provided that it will not adversely affect work performance. However, if use of a prescription drug or medication by an employee produces effects which may increase the risk of injury to the employee or others while working. If such a finding is made, the Company reserves the right to limit or suspend the work activity of the employee during the period that the physician advises that the employee's ability to perform their job safely may be adversely affected by the consumption of such medication.

e. Drug-related arrests/convictions and criminal conduct

i) Failing to notify the Company of a citation, arrest or conviction under any criminal drug statute within five days of the event so we can review the circumstances to see whether a violation of this policy has occurred generally will result in your termination.

ii) Criminal conduct in any way connected with alcohol or drugs while on Company property, Company jobsite, Company time (such as Customer's premises), in any vehicle used on Company business or in other circumstances (such as when representing the Company) we believe might adversely affect out operations, safety or reputation, generally will result in your termination.

f. Duty to cooperate/truthfulness

i) Any falsification, misrepresentation, or omission of information in company interviews or investigations, or of any records or forms connected with our alcohol and drug policy, generally will result in your termination.

ii) Refusing or failing to cooperate in any investigation or interview, or in signing any forms or providing any information or requested blood or urine samples, generally will result in your termination.

Policy enforcement activity, Workplace inspections, Substance abuse testing

a. Inspections

In order to enforce this policy, the Company reserves the right to conduct searches of all property on Company premises, including but not limited to contents of lockers, brief cases, purses, desks, file cabinets, and vehicles parked on Company property and implement other measures necessary to deter abuse of this policy. Failure or refusal to cooperate may be grounds for disciplinary action up to and including termination of employment.

Inspections may be initiated without prior notice and conducted at times and locations as deemed appropriate by the Company. At NO TIME will employees or others be touched nor will any clothing be removed during these.

b. Fitness for duty physicals, medical examinations and substance abuse testing

IMPORTANT: American Legion Post No. 108 Ambulance Service is a zero tolerance company. This rule prohibits simply having any such drugs (other than medically prescribed drugs possessed and used in compliance with this policy) or substances present in the body. An employee who tests positive for the following substances at both the initial and confirmatory test, will also be deemed "under the influence."

c. When testing may be required or requested

i) Pre-employment testing may be required of an applicant or candidate as a condition of employment.

ii) When management has a reasonable suspicion that an employee or other person shows signs of possible intoxication, using or under the influence of drugs or alcohol or other articulate facts that would lead a prudent supervisor to be concerned about the individual's safety or the safety of the general public and others due to any employee's physical condition or behavior while working.

Reasonable suspicion means suspicion based on specific personal observations that the employer representative can describe or valid circumstantial evidence concerning the appearance, behavior, speech, or the breath odor of the employee. Suspicion is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports or third parties. The grounds for reasonable suspicion will be documented.

Factors, which may lead to a reasonable suspicion sufficient to warrant testing, include, but not limited to, the following:

a) Observable symptoms of being under the influence of alcohol or drugs;
b) The odor or smell of alcohol or drugs on the employee's breath or clothes or in an area (such as in a vehicle or restroom) immediately controlled or occupied by the employee;
c) Unexplained significant deterioration in job performance;
d) Credible report of drug or alcohol use in violation of this policy;
e) Employee admissions regarding drug or alcohol use;
f) Unexplained absences from normal work areas when we suspect drug or alcohol related activity;
g) Drug paraphernalia in the employee's possession or in an area (such as in a vehicle, desk or restroom) immediately controlled or occupied by the employee;
h) Employees who are directly involved in an accident;
i) Employees who are directly involved in a "near miss" accident.

These are examples of situations in which we may require testing. In deciding whether to make such a request, we will take into account the facts and circumstances of each particular case.

iii) When the Company has a reason to believe that specific individuals, groups, shifts or those at an entire location or work area are suspected of using or possessing illicit or unauthorized drugs or alcohol, or contraband as described in this policy.

iv) When an employee or other person is found in possession of suspected illicit or unauthorized drugs or alcohol, drug paraphernalia or when any of these items are found in an area controlled or used exclusively by designated employees.

v) If an employee suffers an occupational on the job injury, and following all accidents, whether serious or potentially serious in which safety rules and procedures were violated, equipment or property was damaged (including but not limited to automobiles, trucks and other equipment), unusually careless acts were performed, or where the cause was due to an employee or other person's failure to use prescribed protective equipment while working on Company premises or the property of a customer.

vi) Post-counseling/rehabilitation or return to work medical examinations as a result of a condition or reinstatement upon completion of a prescribed drug-alcohol abuse treatment or counseling program.

d. Sample collection and testing results

Urine samples will be collected, sealed and witnessed by professional collection specialists and transported to an approved (licensed) laboratory for actual testing. Additionally, any required blood collection shall be performed by an outside health care facility or practitioner designated by the Company. All first-time urine test positive will be confirmed by a second test that same sample using an alternative (specitivity) type methodology.

All inspections and urine sampling will be performed with concern for each employees or person's personal privacy, dignity and confidentiality. The results of any program testing will be considered a confidential record disseminated strictly on need to know basis or as may be legally required. Illegal substances, drugs, stolen property and any other prohibited items discovered through these searches and inspections may result in the proper law enforcement authorities being advised in this regard.
The Company shall utilize the services of a medical review officer to interpret a second-test confirmed positive result as it applies to the employee's explanation. An MRO is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result as it relates to the employee's medical history and any other biomedical information.

Potential Disciplinary Actions

a. First offense discharge

An employee shall be subject to discharge for the following:

i) The employee refuses to submit to a urine, drug or blood test as outlined by this policy.

ii) The employee has submitted to a test and, in the discretion of the Company and its approved facility, has diluted, switched, altered or tampered with the sample.

iii) While on company premises, the employee was caught using, manufacturing, distributing, dispensing, selling or possessing any illegal or unlawful drugs or alcohol.

b. Alternative discipline

Depending on the circumstances and seriousness of the offense, preliminary findings of a policy violation may

require that the employee be placed on suspension pending a review of all relevant facts concerning the policy violation.

c. First-test positive referrals

Any employee who tests positive for substance prohibited by this policy as a result of a confirmed urine, breath or blood test will be offered a referral to an approved substance abuse professional or rehabilitation program for the first offense only. However, an employee will not be offered rehabilitation and will be subject to disciplinary action for a first offense where:

i) There are additional violations of this policy

ii) Violations of the policy occur in connection with a violation of other work or safety rules which would ordinarily result in termination.

iii) The employee's prior disciplinary record in connection with this policy violation warrants termination.

Any first offense referral as a result of substance abuse testing may also require an indefinite suspension of regular employment until the admission to and completion of a prescribed drug/alcohol abuse treatment or counseling program and the satisfactory passing of a return to work substance screen test.

Upon the reinstatement, the employee will be subject to routine, random, periodic, intermittent and unannounced testing for a period of two years following their return to work. Any subsequent (second offense) confirmed positive test will result in termination. Federal laws may require a drug-free status (and monitored aftercare) for up to five (5) years if an employee is working on a government project or under D.O.T. guidelines.

Those employees who as a result of these test, are eligible for this type of discipline will still be subject to discharge for the following policy violations:

i) Refusal or failure to report to a prescribed counseling or rehabilitation program within seven (7) days after a confirmed positive test for any substance prohibited by this policy.

ii) Leaving a treatment or prescribed aftercare program prior to completion and being properly released to return to work.

d. Non-employee disciplinary action

Any other person having business with the Company who refuses to submit to urine/blood test or is found to be in possession of Company or employee property, or any of the above mentioned drugs and unauthorized items, will not be allowed to return to any of the Company's premises, properties, facilities or work areas as described above.

Entry onto the Company's property or work areas and locations as described above constitutes consent to the right of the company or its authorized representatives to inspect, urine test or receive a blood sample from the employee and other persons, and to inspect their personal effects such as vehicles, boxes, desks, lockers, briefcases, lunchboxes, food and beverage containers, clothing, any other property of employees and other persons while entering, or on departing the premises of the Company.

Off-The-Job Conduct

In the case of illegal conduct relating to drugs during non-working hours, you are subject to disciplinary action up to and including termination. Based on the judgment of management regarding the circumstances of the case, you may be referred for treatment/rehabilitation rather than subjecting you to disciplinary action for violation of this policy.

Rehire Following Termination for Substance Abuse

If your employment is terminated for violation of the policy contained in this Section 4.4, you may be considered for rehire after one year following termination and upon providing competent written medical opinion attesting to your full recovery from drug/alcohol abuse.

Administration

American Legion Ambulance Management will be responsible for the implementation and administration of this policy. Violations of standard operating procedures necessary for the enforcement of this policy will be considered violations of this policy and may result in disciplinary action up to and including termination.

This policy shall be amended as necessary to meet the requirements of federal, state or city laws. Exceptions to the policy must have prior approval of the general management.

Section 4.5 Confidential Information

Unauthorized disclosure of company business is prohibited. Erroneous information is often the source of serious consequences for the company and its employees. In the event you are questioned by anyone concerning company business, make no statements and refer them to management. If in doubt, state "no comment."

Patient information and details of incidences are confidential information and protected by HIPPA. Ambulance personnel shall NOT discuss this information with anyone other than hospital personnel who are caring for the patient, law enforcement personnel who are investigating, or other appropriate EMS personnel.

Insurance Investigators, Reporters or other persons are NOT entitled to this confidential information.

The ambulance crew is responsible for the patient care and should direct any questions to the law enforcement personnel on scene. At no time are you to discuss any incident with insurance or other Private Investigators

unless directed to do so by management. If you are to be interviewed by an Investigator, your manager before the interview will notify you. DO NOT talk to them at your home or on the telephone without prior authorization from management. If you are contacted, direct the individual to management before making any statement.

Information regarding any personnel, client, customer, guest, patient, vendor or visitor is not to be given out. **All** such inquiries are to be directed to the attention of the Management.

Company product designs, production processes, corporate policies, personnel records, procedures and manuals, medical and business records are assets. It is important that this information is kept **confidential** for Company use **only**.

It is understood and agreed between you and the Company that confidential Company or customer/patient information is not to be disclosed to people outside of the Company, or to other employees of the Company who do not have a legitimate need to know without prior approval from management. Failure to follow this policy may result in your immediate termination and legal action against you may be taken.

Section 4.6 Conflicts of Interest

You have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which American Legion Ambulance wishes the business to operate. The purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Operations Manager for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of American Legion Post No. 108 Ambulance Service. Business dealings with outside firms should not result in unusual gain from those firms. “Unusual gain” refers to bribes, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit the Company, you or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you or for a relative as a result of American Legion Post No. 108 Ambulance’s business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts or leases, it is imperative that you disclose to an officer of American Legion Ambulance as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where you or a relative has a significant ownership in a firm with which American Legion Ambulance does business, but also when you or a relative receives any kickback, bribe, substantial gift or special consideration as a result of any transaction or business dealings involving American Legion Post 108 Ambulance Service.

Section 4.7 No-Solicitation Rule

In order to avoid disruption of company operations, the following rules shall apply to solicitations and distribution of literature on company property:

Solicitation of any type by you during working time is prohibited.

Distribution of literature of any type or description by you at work is prohibited.

Distribution of literature of any type or description in working areas is prohibited at all times.

The term "working time," as used herein, includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distribution is being directed. Working time does not include meal periods, rest periods or other specified periods during the workday when employees are properly not engaged in performing their work tasks.

Section 4.8 Gifts and Tipping

Every customer is entitled to efficient and courteous service. Since such service is given impartially to all, tips or gratuities are not expected. Therefore, you are not allowed to accept tips or gifts of any kind from customers, vendors or visitors. If an individual presses you to accept such a gift, you should thank him or her and explain that Company policy makes it impossible to accept any gift.

Section 4.9 Personnel Files

You may inspect your own personnel file on off-duty time, and may take notes on any material contained therein. If you wish to inspect your file, please let the Operations Manager know so an appointment may be scheduled.

Materials maintained in your personnel file will not be disclosed to anyone outside the Company except upon prior written authorization from you, in compliance with a lawfully served subpoena or at the request of law enforcement agencies, upon prior approval of the Company.

Section 4.10 Personal Information

It is your responsibility to immediately advise the Operations Manager of any change in your personal status, such as your telephone number, address or name.

It is important, and to your benefit, that this information be accurate and timely.

Section 4.11 Certification Requirements

All field employees must have and maintain current the following license/certifications:

All Employees:	Haz Mat FRO Blood borne Pathogens Emergency Vehicle Operating Course TB Skin Testing ICS 100 & 700
EMT-1:	California driver's license Ambulance driver's certificate CPR/AED card CSFM or MVEMSA EMT-1 card
Paramedic:	California driver's license Ambulance driver's certificate CPR/AED card ACLS PALS or PEPP BTLS, ITLS or PHTLS Ca State Paramedic license MVEMSA accreditation
Nurse:	RN license CPR/AED card ACLS PALS or PEPP

All licenses and/or certifications, where applicable, as required by law, must be carried in your possession at all times while on duty. It is your responsibility to keep all licenses and/or certifications current. You may be asked at any time to show them to various governmental or law enforcement agencies. For reasons of law, you are required to provide copies of all required licenses and/or certifications to the Operations Manager. Copies must be turned in to the Main Business office no later than two (2) business days prior to the expiration date of your license and/or certification. If the license and/or certifications are not valid, current or missing, you will be suspended from duty without pay until corrected. If you are unable to maintain your licenses and/or certifications, you will be terminated.

Section 4.12 Suggestions

All constructive suggestions as to work-related improvements are encouraged, whether offered verbally or in writing.

Section 4.13 Use of Electronic Communication Devices and the Internet

American Legion Post No. 108 Ambulance Service provides access to electronic communication devices, equipment, and technology, including, but not limited to, telephones, electronic mail, voice mail, computer and computer files, the Internet, Facsimile Machines, Pagers, Radios and Cellular Telephones

The electronic communication devices, equipment, services and technology are for legitimate business use only in the course of the employee's assigned work duties and should not be used for personal purposes.

Ownership of Systems and Data

The Company's computers, voice mail and electronic mail systems and all data stored on any of them, are and remain at all times the property of the Company. As such, all messages, materials, information and software created, transmitted, downloaded, received or stored on the Company's computer or other electronic or telephone systems are the property of the Company. The Company reserves the right to monitor, retrieve and read any data composed, sent or received, including, but not limited to, any message or file on its computer or electronic or voice mail systems. You should be aware that, even when a message is erased or a visit to a site is closed, it is still possible to recreate the message or locate the site. Messages on these systems are considered a company business communication, and are not private employee communication. Furthermore, all communications, including text and images, may be disclosed to law enforcement or other third parties without the prior consent of the sender or the receiver.

The Company will have access to all its computer and electronic equipment, including voice mail, electronic mail and Internet accounts. The Company reserves the right to monitor your use of the voice mail, electronic mail or Internet systems at any time. You should not consider Internet usage or voice and electronic communications to be private. Personal passwords cannot ensure confidentiality and the Internet is not secure. You must assume that someone, other than the intended or designated recipient, may read or monitor any and all messages. All passwords must be made known to the appropriate representative of the Company so that the Company may access your system at any time, including when you are absent. Passwords, which are not known to the Company, may not be used.

Authorized Access

You may access only messages, files or programs, whether computerized or not, that you have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, voice mail messages, or other property of the Company or improper use of information obtained by unauthorized means, will not be tolerated. Such information includes, but is not limited to, confidential information such as the Company's customer data, trade secrets, personnel information or other material covered by the Company's confidential information and conflict of interest policy.

Acceptable Use

When you access the Company's Internet, voice mail or electronic mail systems you are representing the

Company. So, all such communications should be for professional, business reasons and should not be for personal use. You are responsible for ensuring that you use these systems in an effective, ethical and lawful manner.

Unacceptable Use

The Company's harassment, nondiscrimination and solicitation policies all extend to such use. Sending, saving or viewing offensive material on the Internet is prohibited. Similarly, voice mail and electronic mail messages may not contain content that is offensive or disruptive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments or any comments, jokes or images that would offend someone on the basis of his or her age, disability, gender, race, religion, national origin, physical attributes, sexual orientation or any other characteristic or activity protected by applicable law. Any use of the Internet or other electronic systems to harass or discriminate is strictly prohibited.

Employee Responsibility

You are responsible for the content of all text, audio or images that you place or send over the Internet. All messages communicated on the Internet should have your username attached. Messages may not be transmitted using someone else's name or under an assumed name. If you wish to express personal opinions on the Internet you are encouraged to obtain your own user name on other Internet systems.

Software

Any software or other material downloaded into the Company's computers may be used only in ways that are consistent with the licenses and copyrights of the vendors, authors, or owners of the material. Prior written authorization from management is required before introducing any software into the Company's computer system. To prevent computer viruses from being transmitted through the system, you are not authorized to download any software into your computer or any driver in that computer, this includes any entertainment software or games. If you are interested in obtaining software from the Internet you should receive appropriate authorization from management.

Email Retention Policy

Email or instant message records used for business purposes should be treated like other business records when it comes to record retention schedules. Emails should not be stored for longer than necessary so that they do not unnecessarily utilize computer storage space. Consult the Company's record retention guidelines or questions about the proper classification of a specific piece of information should be addressed to your manager.

Social Media

All social networking on company computers or electronic devices is strictly prohibited during work time. Surfing the web, checking Facebook, Twitter, (or any other similar site) shopping online, playing Fantasy Football or any other game during work time will not be tolerated.
.

Company communications and computer technology are designed and intended for work, not for personal use. Do not use any work related social media tools (blogs, LinkedIn account, Facebook, etc.) until you have received training and approval to use these tools. Do not use social networking accounts to harass, threaten, libel, malign, defame, disparage or discriminate against co-workers, managers, customers, or anyone else.

Posting of pictures or video that take place inside any American Legion Post No. 108 Ambulance Service location or venue in uniform, or in any other way connected to the American Legion Post No. 108 Ambulance Service work environment needs to be approved, in writing, by management prior to posting. Remember that in doing so can be a HIPPA violation as well.

Our company expects ethical and honest behavior from all employees. At all times any electronic communications and social networking activities for work-related purposes must maintain and reflect the company's standards for professionalism.

If you review or make a statement about a product that American Legion Post No. 108 Ambulance Service is a producer or marketer for, or you receive compensation or free merchandise for reviewing a product, the relationship must be disclosed. Finally, as an employee, you must comply with all company policies which cover confidential information and trade secrets.

Section 4.14 Cell Phones

Personal Use

You are prohibited from using Company issued cell phones to conduct personal business.

Company issued cell phones must be carried with you at all times and be turned on. The paramedic is responsible for the company cell phone.

Safe Use

In the interest of the safety of our employees and other drivers, you are prohibited from using cell phones (personal or company issued) while driving on Company business and/or Company time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device and safely pull off the road before conducting Company business. Under no circumstances should you place phone calls or use text messaging while operating a vehicle while driving on Company business and/or Company time.

Employees are prohibited from texting at any time while operating a vehicle on company business.

Section 4.15 Personal Business at Work

You are at a place of work. You are expected to take care of your personal affairs when you are not at work. This includes receiving personal mail, cashing personal checks and using the telephone for personal reasons.

You are permitted to use the Company phones to place or receive brief five (5) minute personal calls while you are on the job as long as this practice does not become excessive. You are required to pay all toll charges for the personal telephone calls you make.

Section 4.16 Visitors

We are all proud of our facility, and know that you will want to show your working location to both family and friends. Visitors under the age of 18, are not permitted at any time on company property unless accompanied by a parent or guardian, or unless prior approval from management. Visiting hours are from 0800 – 2200 hours. This is a privilege extended by the Company, and should not be abused. Any visitors that would cause a disturbance to fellow crew members will be asked to leave.

Section 4.17 Housekeeping

All employees assigned to a station, both on-coming and off-going crews, share the same quarters and live closely together. Life is not a “one way” street. We must be thoughtful and considerate of our fellow workers. Crew quarters are to be maintained in a sanitary condition at all times.

Off going crews will have their quarters cleaned no later than ten (10) minutes before going off duty.

Immediately following meals, all cooking equipment, dishes, silverware, pots and pans will be washed and returned to their proper storage area.

Food may be eaten in the TV area, but the entire area must be cleaned immediately after eating.

Crewmembers will provide their own bedding, sheets and towels.

The off going crew shall empty all trash containers, sweep, mop and vacuum all floors, clean bathrooms and put away all personal belongings prior to going off duty.

Section 4.18 Traffic Violations/Insurability

The Company will not pay for any fines levied for traffic violations (including parking tickets) resulting from the use of Company or personal vehicles. Prompt reporting of any citation you receive while operating a Company vehicle or driving your own vehicle while on Company business may save embarrassment later.

No unauthorized passengers are allowed in a Company or personal vehicle while on Company business without prior Management approval.

As a condition of employment, if you are required to drive, you must have proof of insurance, must have a valid driver's license and must be insurable by our insurance carrier.

Suspension of driving privileges for anyone convicted of a Class A violation for a period of eighteen (18) months. Additionally, any of these individuals would also be required to be recertified to operate emergency vehicles through successful completion of the organization’s driver training program.

Class A Violations

An individual who has a Class A violation within the past three (3) years normally receives a license suspension from the Department of Motor Vehicles which issued the license. Examples of Class A violations are as follows:

1. Driving while intoxicated or under the influence
2. Homicide arising out of the use of a motor vehicle (gross negligence)
3. Reckless endangerment involving a motor vehicle
4. Operating during a period of suspension or revocation
5. Using a motor vehicle for the commission of a felony
6. Operating a motor vehicle without owner’s authority
7. Permitting an unlicensed person to drive
8. Reckless driving

Class B Violations

Class B violations are any moving violation or Point carrying violation, not considered a Class A violation. Speeding, unlawful lane change and traveling too fast for conditions are all examples of Class B violations.

Any individual who has a combination of two (2) Class B moving violation convictions and/or chargeable accidents in a three (3) year period will be issued a warning letter from the Operations Manager.

Any individual who has a combination of three (3) moving violation convictions and/or chargeable accidents in a three (3) year period will be issued a suspension of driving company vehicles for a period of thirty (30) days by the Operations Manager.

Any individual who has more than three (3) moving violation convictions or three (3) chargeable accidents or any combination of more than three (3) of the formerly stated violations in a three (3) year period will be issued a suspension of driving company vehicles for a period of one (1) year. In addition, the same individual would be required to complete an approved driver improvement program and be re-certified to operate emergency vehicles.

Note: Unusual circumstances with individual cases would be evaluated on a one-on-one basis.

Section 4.19 Customer/Patient Relations

Every contact with a customer, client, guest or resident/patient shall result in a satisfied customer, client, guest or resident/patient. Patients should always be treated with the highest standards of professionalism and courtesy, even if the patient does not reciprocate. Remember it is the patients who make our Company successful and will help us to continue to grow.

A violation of this policy will result in disciplinary action, up to and including termination.

Section 4.20 Outside Employment

See Collective Bargaining Agreement, Section 22 (C).

American Legion Post No. 108 Ambulance Service has no objection to you holding another job as long as you effectively meet the performance standards for your job with the Company. The Company asks that you think seriously about the effects that such extra work may have on the limits of your endurance, your overall personal health and your effectiveness with American Legion Post No. 108 Ambulance Service. The Company will hold all employees to the same standards of performance and scheduling demands and cannot make exceptions for employees who also hold outside jobs.

SECTION 5 – ON THE JOB

Section 5.1 Open Door Policy

The Company is committed to open and honest communication in the workplace. Management is available to discuss your problems. The Company is interested in listening to your concerns, problems, and suggestions and will seek employee input on important work-related matters.

If you have a problem or concern, you often will find the easiest and most effective way to find a solution is to have an honest discussion with your management. You should follow the usual reporting channels to find a solution, starting with your Field Shift Supervisor, going to your Operations Manager, and then your General Manager. If the nature of the matter is such that you would prefer not to discuss it with a particular person, you should discuss it with the next level of management without fear of reprisal. The objective is to maintain open and honest communication to help find a fair solution to your problems or concerns.

Section 5.2 Problem-Solving Procedure

Your Management is aware that in any business organization, work oriented dissatisfaction may arise because an employee may not know, or understand, certain policies or decisions, or feels unfairly treated.

Whenever a work-related problem arises, an earnest effort will be made to resolve it. If you have a problem, always present it first to your Field Shift Supervisor. He or she is interested in the solution of any job-related problem you, as a member of the team, may have. Experience has shown that problems can usually be settled satisfactorily after a thorough discussion and an understanding between an employee and the Supervisor. If you are not satisfied with the results at this stage, you may take your problem to the Operations Manager, who is available to you for consultation and advice on any work-related problem.

The prompt and sincere use of this procedure is generally sufficient to solve misunderstandings, problems and differences of opinion as necessary to maintain the harmonious relations which all of us strongly desire.

Step One

You may submit a problem in writing to your immediate Field Shift Supervisor within three (3) working days after the problem becomes known to you. The Field Shift Supervisor will attempt to resolve your problem at this initial meeting. If unable to reach a mutually agreed upon settlement, the Field Shift Supervisor will investigate the situation further, and within three (3) working days, meet with you to give his/her final answer in writing. If you are still not satisfied, then you may request a **Step Two** meeting.

Step Two

If you are not satisfied with the results of Step One, you may submit in writing the problem to the Operations Manager within three (3) working days after receiving the Step One response. The Operations Manager will schedule a meeting with you and the Field Shift Supervisor as soon as practicable. You and/or the Company may designate witnesses to appear at the meeting and the Company will authorize their attendance. The Operations Manager will attempt to resolve the problem at the meeting. If he/she is unable to do so, he/she will provide you with a written resolution within three (3) working days. If you are not satisfied with the Step Two solution/answer, you may request a **Step Three** meeting.

Step Three

You may request a review from the General Manager within three (3) working days following the Step Two answer. The General Manager will review the problem and the proposed resolution, and if necessary, call a meeting of all parties involved to further explore the situation. Within five (5) working days after receipt of the problem or the date of the meeting, whichever is later, the General Manager will render his/her decision, which is the final determination.

In order to use the Problem-Solving Procedure effectively, you should become familiar with this *Employee Handbook* and wherever applicable, cite a specific Section that relates to your problem. Although established Company policies or procedures are not themselves subject to the Problem-Solving Procedure, the interpretation or execution of these policies may give rise to problems that can be resolved under these procedures.

Section 5.3 Garnishment

You are responsible for your own debts. Garnishments cause the Company additional paperwork and added expense. We strongly encourage you to work out a financial problem before garnishment of wages become necessary. If you receive two different garnishments within the same calendar year, you may be subject to disciplinary action, up to and including termination.

Section 5.4 Staff Development and Training

The Company's policy is to encourage its staff in becoming increasingly better qualified to perform its tasks. The Company is aware that its goals cannot be accomplished without the cooperation and dedication of every employee.

Management will communicate with you through staff meetings, announcements, bulletin board notices and newssheets.

You must participate in periodically scheduled staff meetings, which will be considered, paid time.

Section 5.5 Promotions

An employee who promotes to a higher classification will be placed on a tenure step which is commensurate one-half of her/his actual length of service and shall continue to progress on her/his reclassification anniversary date thereafter. Anniversary date for other benefits shall remain at date of original hire for accrual purposes.

Section 5.6 Employment Separation

Your employment with American Legion Ambulance Service is voluntarily entered into and you are free to resign at any time. Similarly, we are free to conclude our employment relationship at any time we feel it is appropriate. It should be recognized that neither you, nor we, have entered into any contract of employment, expressed or implied.

If you find it necessary to resign, you are requested to give advance notice of at least two weeks in writing to your Operations Manager indicating the last day of work and the reason for your resignation. This date will be considered the effective date of your resignation. The final paycheck for employees who resign with at least seventy-two (72) hours advance notice will be provided on their last day of work. Employees who do not give such notice will receive their paycheck within seventy-two (72) hours of their resignation date.

If you are involuntarily terminated, terminated or laid off, you will be provided your final pay on your last day of work.

Company property, ID cards, uniforms, automobiles, tools, audio equipment and credit cards, must be returned by you at the time the final paycheck is provided.

If you are unable to pick up your final pay in person, unless otherwise directed, the Company will mail your check to your last known address.

Section 5.7 Exit Interview

The Operations Manager will schedule an exit interview with each employee who leaves the Company, regardless of the reason. This interview allows employees to communicate their views on their work with the Company and the job requirements, operations and training needs. It also provides the employee an opportunity to discuss issues concerning benefits and insurance. At the time of the interview, employees are expected to return all Company-furnished uniforms, tools and equipment, such as ID cards, jumpsuits, jackets, and hats. Arrangements for clearing any outstanding debts with the Company and to receive final pay also are to be made at this time.

Section 5.8 Letters of Reference

Letters of reference generally will not be given to employees upon separation of service. Exceptions to this policy may occur only upon the written approval of the President.

Section 5.9 Smoking/Tobacco Use

Smoking or Tobacco use is prohibited in all areas of company buildings and company vehicles. Smoking or Tobacco use at hospitals is only permitted in designated smoking areas **outside** of the hospital.

Additional breaks for the purpose of smoking or the use of tobacco products will not be provided to any employee.

Section 5.10 Uniforms

When the Company requires as a condition of employment that you wear a uniform, such uniform will be provided by the Company and maintained by the employee.

Section 5.11 On the Job Illness/Injury

If you receive an injury while on the job or in the course of employment, **IMMEDIATELY** report to your Supervisor the following information:

1. Time of accident
2. Location where accident occurred
3. Circumstance of accident
4. Description of injury
5. Witness(es) to accident

Injuries that you may feel are minor at the time of the accident may develop further complications. Report all accidents to your Supervisor **IMMEDIATELY** for your protection.

You may elect, either at the time you are hired or later in your employment, to be treated by your own personal physician in the event of an injury on the job. You must notify the Office Manager in writing prior to the date of an injury that this is your wish. “Personal physician” is defined as your regular physician or surgeon who has directed medical treatment on previous occasions and who retains your medical records.

If you require a medical leave due to your illness or injury, the same procedures will be followed for on-the-job injury or illness (refer to page 14). The Company will be working closely with the workers' compensation insurance carrier and your primary physician to ensure that you are receiving the best care possible. It is important that you keep in touch on a regular basis with the operations manager as to when you will be able to return to work.

Section 5.12 Reductions in Force

See Collective Bargaining Agreement, Section 18.

SECTION 6 – GENERAL INFORMATION

Section 6.1 Bulletin Board

The bulletin board is located at each station and is there to let you know what is going on in the Company. Important notices about your job are posted there, as well as changes in Company rules, policies and procedures. You are responsible for keeping up to date by reading the bulletin board.

Company bulletin boards are intended for the sole use of the Company in communicating important information to employees. Bulletin boards are not intended for the personal use of employees, and, accordingly, only authorized Company notices may be posted on Company bulletin boards.

Employee mail boxes are located at station 2.

The company hosts a website, www.alpost108.org, where you can find information regarding schedules, employee handbook, policy and procedure manual, IIPP manual, Exposure Control Plan and other useful information. Suggestions to continue to improve the website are welcome.

Employees are encouraged to participate and use the e-mail system for communications.

Section 6.2 Safety/Workplace Security

To assist in providing a safe and healthy work environment for employees, customers and visitors, American Legion Ambulance has established an Injury and Illness Prevention Program. This program is a top priority for the Company. The Training Coordinator has responsibility for implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The Company is concerned about the growing risk of violence in the workplace. The Company wants all employees to know that it will not tolerate threats or acts of violence in the workplace and that it is working to ensure that workplace security is an integral part of our Injury and Illness Prevention Program. This not only includes such things as physical violence or fighting, but also includes vulgar or abusive language; threatening, intimidating or coercive behavior aimed directly or indirectly at any employee, patient, visitor or person doing business with or for the Company. For further details on the Company's workplace security procedures, please ask the Operations Manager to arrange a review of the Company's Injury and Illness Prevention Program manual. Injury and Illness Prevention Program Manuals are located at each station for your review.

One thing that can be done is for all employees to treat each other in a considerate and respectful manner.

You should feel free to report, without fear of retaliation, any condition that you believe poses a safety, health or security risk in the workplace. The Company will investigate such reports promptly and thoroughly and take appropriate corrective action to support this policy, up to and including termination. The Company will consider any comments or jokes regarding threats of violence as serious, and deal with them as outlined above.

American Legion Post No. 108 Ambulance Service provides information to employees about workplace safety, health and security issues through regular internal communication channels such as employee meetings, bulletin board postings, memos or other written communications.

Employees and Supervisors receive periodic workplace safety training. The training covers potential safety, health and security hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns or suggestions for improved safety and security in the workplace are encouraged to bring them to the Training Coordinators attention so that the safety and welfare of all employees in our Company can be improved. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

You are expected to obey safety rules and to exercise caution in all work activities. You must immediately report any unsafe condition to your immediate supervisor. If you violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate or remedy such situations, will be a violation of company policy.

Whenever accidents result in injury, regardless of how insignificant the injury may appear, you should immediately notify your Field Shift Supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Section 6.3 First Aid

A first aid kit is maintained and properly stocked at all times for use in the event of minor injuries. It is located in the ambulance. Should an injury occur, use common sense and do not hesitate to use **911** in the case of an emergency. You should be familiar with the safety and first aid procedures listed in your operational manual.

Section 6.4 Personal Property

The Company cannot be responsible for the loss or damage of your personal belongings or property while at work. You are expected to exercise proper care and judgment to protect against loss or damage to personal property. We urge you to be careful with handbags, wallets and other valuables — keep them out of sight.

The Company also cannot be responsible for fire, theft or damage involving your personal vehicle, including while driving on Company business. You can help by locking your vehicle and driving safely.

Any articles lost or found should be reported to the Operations Manager or to your Field Shift Supervisor so that a notice describing the article can be placed on the Company bulletin board.

The Company will not make restitution for any lost item(s), nor will the Company notify the police, under normal circumstances. If you wish to complete a police report to claim a loss, you may do so on your own.

Section 6.5 Locker and Desk Inspection

The Company provides lockers for your convenience and use at the Company's expense. The Company will also make locks available at its expense for your use in connection with the lockers. Accordingly, you should not place any other lock on a locker. In addition, while you may also be provided a desk for your use while at work, you should remember that all lockers and desks remain the sole property of the Company. The Company reserves the right to open and inspect lockers and desks, as well as any contents, effects or articles that are in lockers or desks. Such an inspection can occur at any time, with or without advance notice or consent. Such an inspection may be conducted during, before or after working hours by any Supervisor, Manager or security personnel designated by the Company.

Prohibited materials, including weapons, explosives, alcohol and illegal drugs, may not be placed in a locker or desk. Perishable items also should not be left in lockers or desks for prolonged periods. If you fail to cooperate in any inspection when requested, you will be subject to disciplinary action, including possible suspension or termination. The Company is not responsible for any articles that are placed or left in a locker or desk that are lost, damaged, stolen or destroyed.

Section 6.6 Policy Changes

It is inevitable that new policies and benefits will need to be written from time to time and that old policies will need to be revised. While we reserve the right to make these changes without notice, we will strive to timely advise you of any changes affecting your employment.

We have attempted to be as comprehensive as possible in preparing this Handbook. However, this Handbook is not a contract of employment. It merely establishes guidelines to govern our daily activities. Should you need further information, or if you would like to discuss any policies in the Handbook, please feel free to speak to your Field Shift Supervisor, the Operations Manager or the General Manager.

Again, welcome to American Legion Post No. 108 Ambulance Service!

ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

I understand the nature of the work prevents me from being relieved of all duty during meal and rest periods, and an on-duty meal and rest period is agreed to, I will be paid, as time worked, for my meal and rest periods.

I understand that my employer is committed to fulfilling its obligations under the Americans with Disabilities Act and any applicable state or other laws prohibiting discrimination against qualified individuals with disabilities. As part of this commitment, I understand that my employer wishes to make reasonable accommodations for individuals with known physical or mental disabilities, consistent with its legal obligations to do so. My employer also invites all individuals with disabilities to participate in a good faith, interactive process and identify reasonable accommodations that can be made without imposing an undue hardship.

I understand my employer's desire to participate in an interactive process and make reasonable accommodations in order to comply with any applicable legal requirements. I agree to provide the Company any information necessary to achieve this goal if I wish to receive accommodations now or in the future as a result of a physical or mental disability.

I also acknowledge that this *Employee Handbook* supersedes and replaces any other employee handbook or similar document that may have been previously distributed by the Company.

By my signature below, I acknowledge that I have received a copy of this *Employee Handbook*. I also acknowledge that I have read and understand the contents of the *Employee Handbook*, and I (check one) do ____ do not ____ want to discuss the handbook or any particular policies, benefits or procedures described in it with my Supervisor or another Company official.

Print Name _____

Employee's Signature _____ Date _____

THIS PAGE INTENTIONALLY LEFT BLANK

ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK
(Copy for Personnel File)

I understand the nature of the work prevents me from being relieved of all duty during meal and rest periods, and an on-duty meal and rest period is agreed to, I will be paid, as time worked, for my meal and rest periods.

I understand that my employer is committed to fulfilling its obligations under the Americans with Disabilities Act and any applicable state or other laws prohibiting discrimination against qualified individuals with disabilities. As part of this commitment, I understand that my employer wishes to make reasonable accommodations for individuals with known physical or mental disabilities, consistent with its legal obligations to do so. My employer also invites all individuals with disabilities to participate in a good faith, interactive process and identify reasonable accommodations that can be made without imposing an undue hardship.

I understand my employer's desire to participate in an interactive process and make reasonable accommodations in order to comply with any applicable legal requirements. I agree to provide the Company any information necessary to achieve this goal if I wish to receive accommodations now or in the future as a result of a physical or mental disability.

I also acknowledge that this *Employee Handbook* supersedes and replaces any other employee handbook or similar document that may have been previously distributed by the Company.

By my signature below, I acknowledge that I have received a copy of this *Employee Handbook*. I also acknowledge that I have read and understand the contents of the *Employee Handbook*, and I (check one) do ____ do not ____ want to discuss the handbook or any particular policies, benefits or procedures described in it with my Supervisor or another Company official.

Print Name _____

Employee's Signature _____ Date _____