

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EMPRESS AMBULANCE SERVICE
AND
INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS
IAEP LOCAL R2-20**

This Memorandum of Understanding (MOU) is entered into by Empress Ambulance Service ("Employer") and International Association of EMT's and Paramedics/IAEP Local R2-20 ("Union") (collectively, the "Parties").

WHEREAS the Parties are subject to a Collective Bargaining Agreement with effective dates of January 1, 2023 through and including December 31, 2026.

WHEREAS the Employer has notified the Union of the acquisition of Mobile Life Support Services, Inc. located in Orange County, New York effective the 14th day of June, 2023.

COME NOW the Parties hereto mutually agree to the following:

1. Effective immediately, the current bargaining-level employees of Mobile Life Support Services (MLSS) will become employees of Empress Ambulance Service, within the North Division, at their current certification level, and the EMT's, Paramedics and Dispatchers will be recognized under Article 1 of the current Collective Bargaining Agreement. These members shall be referred to as acquired employees herein.
2. The Employer shall provide opportunities for the IAEP Local 20 Executive Board to travel to the stations within the new coverage area during working hours to speak with the membership.
3. All terms and conditions of the Collective Bargaining Agreement shall become effective immediately for the employees recognized unless specifically referenced herein.
4. Acquired employees will maintain their current level of seniority from their most recent date of hire with Mobile Life Support Services, and be entered into the current Empress seniority list based on those dates of hire, or dates of upgrade for paramedics. This seniority date will apply to all relevant sections of the CBA which reference seniority or annual allowances (i.e. raises, uniform stipends etc.).
 - a. In the case of employees who worked for both Empress and MLSS, they will maintain their highest level of seniority between the two entities
 - b. Employees of Mobile Life Support Services who previously voluntarily or involuntarily separated from employment with Empress will be offered positions, and no prior disciplinary records or actions shall be utilized during this transition except for cases of moral turpitude, as mutually agreed upon by the Union and Management.

5. Article 7, Section 7.07 Holdovers and Mandations shall be amended to increase the call-out threshold for Holdovers as follows:

	Day shift	Night Shift
Mon-Fri	57	35
Sat & Sun	35	24

6. Acquired employees shall be eligible for all benefits as outlined in Article 11 of the CBA. Empress shall conduct an open enrollment for all available healthcare benefits and 401k for all eligible acquired employees within the first thirty (30) days after acquisition.
7. All acquired shifts and work stations will be added to the Permanent and electronic schedules. Transport-only or blended transport/911 units in this region will be considered entry-level (qualifying for the SSM Minimum outlined in Section 7.14 of the CBA), and all dedicated 911 work stations will be considered "Outside Systems."
8. All employees will be notified of the Empress permanent bidding system, as well as the requirements and benefits for each employment status (Full time, part time, per diem). Acquired members will be automatically entered into the permanent schedule, based on their previous schedules with Mobile Life. They may then begin to participate in the scheduled permanent shift bid, to be submitted by June 26, 2023 at 8 am, posted by June 27, 2023 at 5 pm and to take effect July 2, 2023 at 0000 hrs. Thereafter, permanent shift bids will follow the monthly schedule outlined in Section 7.02 of the current CBA.
- a. Acquired employees will be exempt from the 3 months of employment requirement for holding a permanent schedule, outlined in Section 7.02 of the CBA.
9. Acquired employees wishing to work in the other Empress regions or systems shall complete a short orientation and fulfill all requirements set forth by the QA department to be cleared for that region, and any individual outside systems within it. Likewise, employees from the Bronx, Westchester, Rockland, Sullivan or Dutchess regions wishing to work at any of the acquired shift locations, shall complete a short orientation and fulfill all requirements set forth by the QA department to be cleared for that region, and any individual outside systems within it.
- a. Any system-wide restrictions on individuals in effect at the time of acquisition will remain in effect after acquisition
10. For the first six (6) months after acquisition, members shall have the right of first refusal of all permanent shifts for the region they are originally from.

- a. Right of first refusal is defined as an employee originally from a region, having first choice for permanent shifts in that region, regardless of overall seniority of bidding members.
 - b. Example: Westchester-hired EMT (Seniority date 1/1/17) and MLSS-hired EMT (seniority date 1/1/18) bid on a permanent 911 shift in Lloyd. In this case, the MLSS-hired EMT would get the shift despite having less overall seniority.
 - c. Note: This does not prevent members from bidding on or obtaining shifts within new regions, just protects members from being outbid on the shifts they are most familiar with during this initial time frame
11. Acquired employees in the MLSS region will have first choice for overtime shifts in that Region based on DOH or DOU and vice versa for the first six (6) months.
12. Acquired employees will be paid wages in accordance with the Collective Bargaining Agreement and any Memoranda of Understanding in place at the time of the transition.
 - a. A compression will be applied to ensure that rates of pay are commensurate with seniority outlined in item #4 of this MOU, and shall be mutually agreed upon by the union and management.
 - b. Major discrepancies in rates of pay will be addressed on a case-by-case basis
 - c. The Years of Service stipend outlined in Section 10.04F shall apply only to experience obtained prior to the date of hire with Mobile Life (i.e. prior to the seniority date). The employer will obtain information from MLSS regarding prior experience claimed on the original job application, and apply the experience credit as appropriate.
13. Acquired employees will carry over remaining PTO from MLSS and begin accruing additional PTO into their banks at the time of their acquisition at the rates agreed upon in the CBA Section 11.07, based on their overall seniority and status. Sick time shall begin accruing on 6/14/23 in accordance with the CBA Section 11.07 and New York State Law.
 - a. MLSS previously paid out a portion of the PTO to members prior to the transition and this balance will be deducted from the amount of PTO transferred.
 - b. Due to the difference in value of PTO at the two locations, the remaining PTO balance will be calculated proportionately to the members' new rates of pay.
 - c. Members may elect to utilize available PTO to cover sick call outs if they have not accrued enough sick time at the time of the call out.
14. The employer will work with the operations team from Mobile Life Support Service to determine any pre-scheduled vacations of acquired members. Vacations previously approved by MLSS for 2023 shall be honored. In the event that a member does not have enough PTO accrued for this previously approved vacation, they can choose to take the vacation unpaid, or reschedule the vacation for another week later in the year. Any additional vacation requests shall be considered in accordance with Section 7.10 of the CBA.

15. The PTO Pool, outlined in the CBA Article 11, Section 11.07C shall be adjusted as follows:

	Westchester/Bronx	Montefiore	North	West
EMT	320	48	92 -192	48
Paramedic	200	48	92 -144	48
SCT/CCP	52	N/A	40	N/A
Dispatcher	40	N/A	40	40

16. Acquired EMT's must meet the following qualifications to work in the North Division:

- a. Valid NY State issued EMT license
- b. Valid issued driver's license
- c. Valid CPR card.

17. Acquired Paramedics must meet the following qualifications to work in the North Division:

- a. Valid NY State issued Paramedic License
- b. Valid issued driver's license
- c. Valid CPR Card
- d. ACLS certification
- e. PALS certification
- f. Hudson Valley MAC
- g. Westchester MAC

18. Acquired employees will be sized for and provided with Empress uniforms, in accordance with Section 8.04 of the Collective Bargaining Agreement. These uniforms shall be provided within the first sixty (60) days of acquisition, unless prevented by an external force (such as delays caused by the uniform supplier).


19. Any existing drive cams from MLSS will have audio functionality disabled immediately, and be removed from all vehicles within thirty (30) days of the transition. The employer will place acquired vehicles into compliance with Section 12.08 of the CBA (Vehicle Safety Cameras) as soon as they are capable of doing so, based on the supply from the manufacturer and availability of the installation technicians.

20. This Memorandum of Understanding shall be construed in accordance with all federal, state, and local laws and statutes. Should any court of law or governing agency find any term or clause of this Memorandum invalid under the prevailing law, then only that term

or clause shall be omitted from enforcement and all other terms and conditions shall remain enforceable. The parties agree to meet and bargain successor language for any term or clause deemed invalid within thirty (30) days.

21. This Memorandum of Understanding constitutes the entire agreement between the parties concerning the matters contained herein. No modifications, amendments or waiver of any of the provisions of this Memorandum of Understanding shall be effective unless approved in writing by both parties.

22. This memorandum of Understanding shall become effective upon written execution of the Agreement and signed by both parties.




For Empress Ambulance Service, Michael Minerva, Sr.

7/10/23
Date



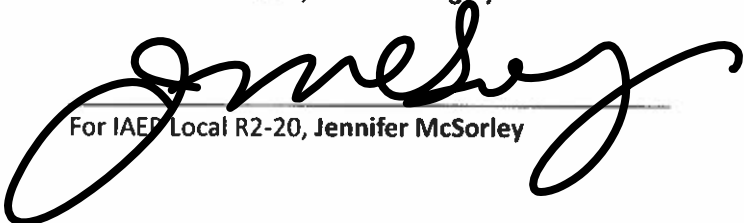
For Empress Ambulance Service, Scott Holland

7/10/23
Date



For IAEP Local R2-20, Alanna Badgley

7/10/23
Date



For IAEP Local R2-20, Jennifer McSorley

7/10/23
Date