## 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 July 12, 2018 through and including December 31, 2021, with an extension of the Collective Bargaining Agreement to December 31, 2022, and the Parties have entered into successor negotiations.

WHEREAS the Parties have reached a Tentative Agreement on a successor Collective Bargaining Agreement on January 25, 2023.

WHEREAS the Parties have identified the necessity to address the inordinate number of incomplete Patient Care Reports.

COMENOW the Parties hereto mutually agree to the following:

- Effective upon ratification and execution of the negotiated Collective Bargaining
  Agreement, any employee who has incomplete or missing Patient Care Reports (PCRs)
  from September 16, 2022 to February 27, 2023 shall complete their PCRs or they will
  not receive the initial ratification wage increase until such time PCR's are completed and
  submitted.
- 2. Employees who have an anniversary between January 1, 2023 and the date of ratification, who also have open PCRs will be granted until March 31, 2023 to complete any open PCRs before their anniversary increase may be affected per the CBA language in Article 10, Section 10.02.
- 3. Any employee with an anniversary date <u>after</u> ratification of the CBA will then follow the language in Article 10, Section 10.02.
- Once an employee has completed their outstanding PCRs, their ratification increase shall become effective immediately with no retroactivity to the initial ratification/execution date.

- 5. The Employer agrees to notify all employees with incomplete or missing PCRs in writing, giving the employee the opportunity to complete their assignment(s).
- 6. If the employee disputes the validity of their incomplete/missing PCR(s), they shall do so by contacting the Senior Director of Operations, who will investigate to determine if the issue is partner related, an IT issue, or other matter outside the responsibility of the employee.
- 7. If the Senior Director of Operations deems the incomplete or missing PCR(s) is not the fault of the employee, the employee shall then receive the ratification increase retroactive to the date of ratification/execution of the Agreement.
- 8. If the Senior Director of Operations deems the incomplete or missing PCR(s) is the responsibility of the employee, the employee shall complete the PCR(s) in order to receive the ratification increase effective on the date of completion of the PCR(s).
- 9. Employees who disagree with the validity of the Senior Director of Operations decision in Number 6 will be responsible for providing a written statement to the IAEP Local 20 President describing the dispute no later than Wednesday, February 22, 2023. The Local President will then meet with the Senior Director of Operations to discuss and decide on each dispute that arises. If no resolution is reached between the Parties, a grievance may be filed by the employee.
- 10. The Parties agree to follow the process as described in this Agreement for each January across the board increase for all years covered by the Collective Bargaining Agreement.
- 11. 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.
- 12. 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.
- 13. 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.

For Empress Ambulance Service
Scott Holland

Date: 2/8/2023

For IAEP Local 20
Alanna Badgley

For IAEP Local 20 Chris Dineen