

Empress Ambulance Service, Inc.

a division of Patient Care EMS Solutions

and



International Association of EMTs and Paramedics

a division of the National Association of Government Employees

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ARTICLE 1 RECOGNITION

The Employer recognizes that the Union is the exclusive collective bargaining agent for all full-time, part-time and per-diem Emergency Medical Technicians (EMTs), Paramedics (AEMT, EMT-P), Support Services personnel (EMTs), Dispatchers, QA/QI personnel (EMTs and Paramedics), Community Paramedics, Emergency Vehicle Operators ("members") employed by Empress Ambulance and Emergacare at all Empress Service Facilities as stipulated in the language of this contract, excluding supervisors and managers, as defined in the National Labor Relations Act, as amended, and all other exempt employees.

Empress Ambulance provides a pre-hospital care service within the Yonkers and outside service areas. The Company is a forward-thinking organization that is at the forefront of many innovative and dynamic pre-hospital care methodologies. As such, the membership of IAEP Local R2-20 expects the Company to be responsible for maintaining a staffing level for both EMTs and Paramedics that is consistent to the call volume at any given time during the term of this contract.

ARTICLE 2 NO DISCRIMINATION

Neither the employer nor the Union will discriminate against any member based upon their race, ethnicity, creed, color, religion, ancestry, citizenship status, national origin, sex, gender, marital status, age, disability, handicap, or sexual orientation, Veterans of Foreign Wars, or Disabled Veteran status or any other reason prohibited by law.

ARTICLE 3 UNION RIGHTS

SECTION 3.01 – UNION MEMBERSHIP

All present members are members of this Union, IAEP Local R2-20 and will maintain membership therein as a condition of continued employment with the company. Current members who have not joined the Union and all future employees hired and recruited by the employer and will, on the thirty-first (31st) day following the beginning of their employment or execution of this Agreement, whichever is the later, become and remain members of the Union as a condition of continued employment. For the purposes of this section all members will be considered a member of the Union in good standing, when the member is a dues paying member and then each dues paying member may vote in Union Elections and hold Union Office. All members are required to tender biweekly dues as a condition of membership under the language put forth in this contract.

SECTION 3.02 – NEW HIRES

The Employer will furnish the Union, via email to the President's designated email address, with the names, addresses, primary phone numbers, email address, job title and status (i.e., full, part time or per diem) of newly hired employees within Five (5) days after completion of their orientation. The Employer will notify the Union of any resignations and status changes (within (5) business days) via email to the President's designated email address.

SECTION 3.03 – CHECK OFF

The Employer agrees to check-off for the payment of Union dues, and to deduct such payments from the wages of all who are members of the Union and remit the same to the Union. All payments shall be made to the union's National and Local branches, biweekly. Dues deducted from member's pay will be submitted to the Union within Seven (7) days from the end of the payroll period for which the dues have been deducted and sent via postal mail to the National and Local branches, as indicated.

NAGE
159 Burgin Parkway
Quincy, MA 02169

IAEP Local R2-20
PO BOX 1234
Yonkers, NY 10703

A member's individual, voluntary, written, and unrevoked check off authorization for entry into the bargaining unit, will be submitted by a designated board member or steward to the Human Resources Director or designee and a receipt will be issued. After obtaining a receipt for check-off authorization, the employer will begin to deduct from the pay of all members after the first payroll following the 31st day of employment with the company and continue this deduction during each payroll period, a sum equal to that of the member's Union membership dues. Check-off cards received, after a member's 30th day, will be processed in the next payroll period following receipt of Check-off sheet and the employer will not be liable for any dues prior to that date. The employer will notify the Local President via email when the check-off has been processed.

The Employer also agrees to send, to the Local, a copy of the check-off sheet and total deducted Union dues via mail to the Local's designated postal address and/or emailed to the Local treasurer's designated email address. A member's change in status (i.e. full time to part time or per diem) will not require a new membership card, and the Local President and Secretary shall be notified by email of all such changes in status.

SECTION 3.04 – POLITICAL EDUCATION FUND

Upon receipt of an individual, voluntary, written, and unrevoked check-off authorization from a member, the employer will deduct from the pay of each member a sum determined by the union for a political education fund fee and transmit the amount to the Union, at the address provided in the Section 3.03.

It is understood that the political education fund fee will be processed as an increment to the amount of Union dues normally deducted from the member's pay; it is further understood that in processing the collected amounts to the Union, the Union bears sole responsibility for accounting to its members in terms of separation of Union dues from said political education fund fee.

SECTION 3.05 – INDEMNIFICATION

The Union will indemnify and hold the employer harmless against all claims, demands, and actions or other liabilities that will be made against or incurred by it arising from or by reason of any action or inaction by the employer for the purpose of complying with any of the provision of this Article.

SECTION 3.06 – MEMBER REPRESENTATION

A member may request Union representation prior to or during any interviews with the employer that could result in disciplinary action. Once a member has been notified that the employer requires an interview with that member, he/she has up to 3 business days to contact the employer and schedule for an interview. The interview will take place within 4 business days following the day of such contact. The employer will require the member to schedule the interview, and to have the interview, in a lesser period of time, in such cases of emergency, at Management Discretion, however such emergency will not diminish the member's right to representation. Union representation will be assigned by the chief shop steward, or in his/her absence his/her designee, who said representation will be a union officer, steward, and/or national representative.

SECTION 3.07 – UNION ACCESS

The National representatives of the Union will not meet with members, without management's permission, at hospitals or contracted locations. The Union will have access to management's facilities or work stations (collectively "facilities") when necessary to investigate a grievance or to conduct Union business provided reasonable notice of the time and place is given to the Vice President of Operations or his/her designee.

The Union agrees that during visits, the National representatives will not interfere with operations of the company's business or the performance of work by any member. The Union will be notified fourteen (14) days prior to the date of the new member orientation and will be provided with ninety (90) minutes to meet with new employees. The union acknowledges that in cases of expedited orientation classes, notification times may be shorter. The union will not be denied access to orientation in these scenarios.

SECTION 3.08 – BULLETIN BOARDS

The Employer will provide one glass enclosed locking bulletin board for the Union's use at all its leased or owned work stations, in a conspicuous location for viewing by bargaining unit members. At all outside service contracted areas, Union notices will be posted in the communications book, log or bulletin board. In the event that the employer secures additional work stations the parties will meet and negotiate the appropriate manner of posting union notices therein. Notices will bear the signature of an authorized Union officer.

SECTION 3.09 – STEWARDS

The Union will have the right to designate the appropriate number of stewards to represent the bargaining unit members. The union will notify the employer in writing within five (5) days of any additions or deletions of stewards and the employer will honor the designations until such notice is received. The union will provide the employer with an updated list of stewards including phone numbers and email addresses, as needed. The employer will permit Stewards to perform Union business relating to the administration of the contract and adjustment of grievances while on duty. Stewards will not interfere with the operations of the employer's business or performance of work by any member. Stewards will be allowed to engage in Union business during their regular work shift(s), as long as the Steward has completed all assigned work duties. Stewards will suffer no loss of pay or benefits while performing Union business on duty. When possible, discipline hearings will be scheduled while on duty;

however, Step 1 and Step 2 grievances shall be scheduled with the Senior Director of Operations and Vice President of Operations, respectively, and should not be scheduled while the designated steward is on duty.

SECTION 3.10 – UNION BUSINESS LEAVE

Union delegates will be granted paid leave from duty to attend the convention of the national Association of Government members (NAGE) for five (5) days provided the leave will not interfere with the operations of the Company. The basis of representation shall be one (1) delegate for every 500 members or less, rounded up (i.e. 502 members = 2 delegates). Elected officers or members of the Executive Board of the Local will be granted unpaid leave from duty to attend meetings of the I.A.E.P. and Local R2-20 up to a total group maximum of One Hundred and Sixty hours (160) per calendar year. These members have the option to utilize their benefit time during any leave, at their own discretion. Requests for leave will be made as provided for personal time in Section 11.07.

Up to three members of the Union's negotiating committee will be granted leave from duty with no loss of pay or benefits for all meetings between the employer and the Union for the purpose of contract negotiations provided such leave will not interfere with the employer operations. Up to one (1) bargaining unit member will be granted a leave from duty for up to thirty (30) unpaid days per year, to work for the Union, without loss of shifts, seniority, or benefits, and the Union will pay the employer's portion of the member's health, dental and vision benefits. The employer must receive official notification from the Union two (2) weeks prior to such leave being granted. This leave will not count toward the PTO availability schedule for other members of the bargaining unit.

ARTICLE 4 PROBATIONARY MEMBERS

The first one hundred and eighty (180) days of employment are considered a probationary period. To ensure proper knowledge and skills consistent with the employer's policies and procedures, members will be evaluated carefully during this time frame. The employer agrees to provide thorough training, appropriate remediation and opportunities for improvement to probationary members.

Probationary members will be scheduled for twenty (20) to forty (40) hour workweeks. During the probationary period the employer may discharge the member for Just Cause and the discharge is not subject to the grievance and arbitration procedure of this agreement. Probationary members do not receive any benefits provided by the employer until they have completed the probationary period except for the following:

- Health Insurance - After completion of sixty (60) days
- Holiday Worked time benefit (time and a half)- After completion of the orientation period

Probationary member's Paid Time off (PTO) will accrue from the start date, but cannot be used until the completion of the probationary period. Probationary members will not endure working conditions or performance expectations which are not commensurate with those of non-probationary members of the same qualifications and job title.

ARTICLE 5 SENIORITY

SECTION 5.01 – SENIORITY DEFINED

Seniority will commence from the member's date of hire. Seniority of members hired on the same day will be determined by their respective application dates. In the event that the aforementioned application dates are unknown (such as in the case of a merger), the seniority tie break will be determined by their total years of service in the field of EMS.

SECTION 5.02 – SENIORITY APPLICATION

Use of paid time off, vacation time, transfer, layoff or recall from layoff will be dictated by seniority, unless this Agreement provides otherwise. EMTs, who upgrade to paramedic while employed as an EMT with the Company, will be awarded one (1) year seniority for every two (2) years of employment with the Company, and up to a maximum of two (2) years.

SECTION 5.03– LOSS OF SENIORITY

A member will lose all seniority rights upon:

1. Resignation
2. Discharge for just cause
3. A layoff of more than Twelve (12) months
4. Failure to report to work within Two (2) weeks following recall from layoff

ARTICLE 6 JOB REQUIREMENTS AND CREDENTIALS

SECTION 6.01A – JOB OPENINGS

If a job position is open within the bargaining unit, members will be notified via their last known email address of the opening, and the job will be posted at least Fourteen (14) days prior to a designated application deadline. In addition, notice of the opening will be posted on the electronic scheduling system. The member who applies within the posting period with sufficient ability, qualifications and experience according to management's discretion will be offered the position. Such discretion will not be unreasonably exercised. When making promotional decisions, the employer will take a member's overall seniority into consideration, and equal opportunity will be given to members regardless of race, gender, sex, ethnicity, creed, ancestry, national origin, citizenship status, sexual orientation, marital status, age, religion, disability, or any other reason prohibited by law.

During the initial ninety (90) day period in a new job position, a member may give notice to the employer to return to their former position. The employer will return a member to their former position within thirty days of receipt of notice. Management will, within its sole discretion, return a member to their former position during this initial ninety (90) day period. Management is not required to hold the shifts of members selected for a new job position during this initial ninety (90) day period.

SECTION 6.01B - SUPERVISOR PROMOTIONS

If a member is promoted to a supervisory position, they will no longer be a member of the bargaining

unit. During the initial ninety (90) day period in the supervisory position, an employee may give notice to the employer to return to their former position. The employer will return the employee to their former position within thirty days of receipt of notice. Management will, within its sole discretion, return an employee to their former position during this initial ninety (90) day period. Management is not required to hold the shifts of employees selected for a supervisor position during this initial ninety (90) day period. The member's original check off card will still be valid within this period and should the member return to their former position, union dues will be remitted without delay.

SECTION 6.02 – SUPPORT SERVICES

1. The primary responsibility of Support Services members is to perform functions related to the employer's day-to-day operations. This work includes but is not limited to:
 - a. The issuing and receiving of supplies, equipment and paperwork, ensuring all communication equipment is issued and signed for by oncoming crews and returned at end of the shift.
 - b. Light repair and inspection of gear and ambulances within the scope of training.
 - c. Retrieval of gear from area hospitals and the distribution of equipment and supplies to the outlying stations and crews
 - d. Fueling and transport of vehicles
 - e. Decontamination of vehicles and equipment, in accordance with OSHA and as directed by Management.
2. Support Service members who work at least 24 permanent hours in Support Services will be paid a stipend for all hours worked in Support Services as outlined in section 10.04D.
3. Support services members must be familiar with ALS restock items and any and all other tasks assigned by the on-duty supervisor.
4. Support Services members will be required to clean and/or decontaminate vehicles belonging to outside agencies, as directed by their direct supervisor.
5. Support Services members will be used to support all Field Operations, including responding to field calls as directed by Management. If Support Services members are consistently responding to field calls, the Director of Operations, or his/her designee, will re-evaluate the permanent schedule and add/extend shifts to minimize this practice.
6. Support Services members will be given a thirty (30) minute paid meal period for every eight (8) hour shift worked and a thirty (30) minute paid meal period and a twenty (20) minute paid break for every twelve (12) hour shift worked.
7. Air conditioning, heat and ventilation will be maintained in the Support Services office. The temperature in the Support Service area will conform to the NYS DOH regulations for the storage of medication.
8. A non-medication refrigerator will be maintained for Support Service member use
9. Support Services members will not be responsible for the Support Services office or its contents while working off site provided the office is locked and keys are left with a dispatcher.

SECTION 6.03 – DISPATCH

The primary responsibility of the dispatch staff is to perform functions related to the employer's day-to-day operations. The Dispatcher is responsible to:

1. Ensure that all requested and required transports are completed on an as needed or on time basis, if staffing levels allow.
2. Assist field staff in understanding and complying with dispatch policies, according to SSC SOPs.

3. Conduct EMD of emergency calls. When a dispatcher is without a certified EMD partner, EMD will be suspended at the dispatcher's discretion
4. Review, transcribe, and submit daily personnel schedule sheets
5. Properly document all member call outs
6. Send immediate requests for coverage of open shifts and schedule members who call in to fill those open shifts
7. Enter the vehicle numbers and crew names into the CAD system for duty pages and tracking purposes.
8. Ensures that all ePCRs are properly synced by the crews at their end of tour
9. Track the use of fuel and ensure that the fuel log is fully completed by field staff and SSCs for gasoline purchases.
10. Assign ambulances to crews, if support service personnel are not available.
11. Complete supervisor and administrative notifications*
12. Handle all phone lines in dispatch
13. Issue and retrieve paramedic narcotics
14. Distribute weekly paychecks and short checks
15. Track unit's scene times
16. Control and minimize holdovers to the best of their ability, and ensure holdovers are distributed fairly and in compliance with the agreements within this contract
17. Notify field staff of late relief or possible holdovers without unnecessary delay
18. Schedule and handle all calls within an acceptable response time as indicated by Company Policy.
19. Ensure and prioritize all calls according to the SSC SOP

*Supervisors (both Dispatch and road) shall respond to dispatch notifications and requested tasks without unnecessary delay, to avoid repeated requests from field members

Dispatchers will be provided supervised training (minimum 40 hours) in communications prior to becoming a dispatcher and will be certified in Emergency Medical Dispatching (EMD) in the first available class and within six (6) months of becoming a dispatcher. All additional training as related to dispatch, including certifying & recertifying EMD training, will be at the employer's expense.

Dispatchers will be provided with safe and effective equipment including, but not limited to, rolling ergonomic office chairs, ergonomically designed computer equipment and workable communication equipment. Broken or faulty dispatch equipment will be promptly replaced by the employer, as needed in a timeframe not to exceed thirty (30) days, unless prohibited by outside causes (i.e. equipment backorder). The employer will supply Air conditioning, air purification, heat and ventilation in the Dispatch office at all times. Television will be permitted in the dispatch office. Dispatchers shall not use their personal phones during work hours.

Dispatchers will be required to work all their required hours for their status (i.e. full-time, part-time, per diem) in the Communications Department. Dispatchers who work twelve (12) hour shifts will be given a paid thirty (30) minute meal period and a paid twenty (20) minute break. Dispatchers who work eight (8) hour shifts will be given a paid thirty (30) meal period and a paid ten (10) minute break. Dispatchers will be paid a stipend for all hours worked in dispatch as outlined in section 10.04C.

Dispatchers will only be sent on field calls as a last resort, but will be paid dispatcher wages if originally scheduled for dispatch. No fewer than two (2) dispatchers shall remain in dispatch at any given time.

SECTION 6.04 – COMMUNITY PARAMEDICINE

A. Members may apply for open positions within the Community Paramedicine/Mobile Integrated Health (CP/MIH) Department, as long as they meet the requirements set forth by the employer. Hours worked within the CP department may count towards a member's full or part-time hour requirements. Scheduled hours will be divided fairly amongst CP personnel based on patient volume. CP uniforms shall be provided to members at the employer's expense, in accordance with Section 8.04 of this agreement. Members may also qualify for short-term "light duty" positions within the department, at management discretion.

Responsibilities of the CP include:

1. Provide home visits of enrolled patients to conduct preventative health management, medication maintenance, and coordination of transportation and services for medical visits and care, remote patient monitoring, screenings, testing and other CP related services.
2. Provide emergent visits for patients requesting an evaluation from the CP
3. Document all patient interactions thoroughly
4. Engage in public health events and services as directed by the Department of Health, including but not limited to vaccination drives and COVID-19 testing

Members in the CP department, when scheduled to work CP, shall only be utilized to supplement 911 services when there are no patients scheduled for CP care.

B. Members may also apply for subcontractor positions (i.e. NOBIS) within the CP department. Positions shall be posted according to Section 6.01A and left open for at least fourteen (14) days for member application. Current union members shall have the right of first refusal for any open positions within this department. If no current members apply, paramedics may be hired on a per diem basis only and exempted from the SSM minimum outlined in Section 7.14. These positions require additional training and responsibilities (i.e. Ultrasound, expanded pharmacology, lab draws and POC testing) and training shall be overseen by the contracting entity. Medical direction and member approval to work in the system shall be overseen by the contracting entity.

CP personnel working for an outside contracting entity that requires significant additional training and skills (i.e. NOBIS) shall be paid a stipend for hours worked for contracted work, as outlined in Section 10.04H of this agreement.

SECTION 6.05 – CLINICAL SERVICES

Members may apply for open positions within the Clinical Services (QA/QI) Department, as long as they meet the requirements set forth by the employer. Hours worked within the QA/QI Department may count towards a member's full- or part-time hour requirements, up to a maximum of forty (40) hours per week.

Responsibilities of QA/QI Personnel Include:

- Review member PCRs and field documentation and send both positive and negative feedback through the PCR "workflow."
- Conduct member meetings to review their performance with patient care, PCR writing and knowledge of company and system SOPs.

- Maintain a working knowledge of all protocols and requirements for Outside System Clearance and assist members in getting cleared for Outside systems.
- Assist members with PCR revision and completion of CDIs
- Assure quality care is being provided by all EMS providers
- Remediate members on clinical deficiencies in patient care and/or lifting and moving through a Plan for Improvement (PFI)
- Assist with new member orientation and training
- Teach QA/QI sponsored classes (i.e. ALS interface, BLS skills, ALS in-service, ALS Sim-lab etc.)
- Respond to dispatched EMS calls as a last resort if no other units are available

Members holding positions within this department shall not be used to discipline members and are instead available for remediation and training. Members shall only review members at their level of training or below (i.e. EMT shall only review BLS PCRs).

SECTION 6.05A - FIELD TRAINING OFFICERS (FTOs)

ALS and BLS members may apply for open positions as a Field Training Officer (FTO) and shall be overseen by the Clinical Services Department. FTOs shall receive paid training from the clinical services department. FTOs will be required to work at least one (1) FTO shift per week but may elect to work more if desired.

Responsibilities of the FTO include:

- Respond to emergency calls, providing basic and advanced life support treatment to patients, as well as transportation to the appropriate medical facility
- Assist with precepting students enrolled in local EMS programs
- Assist with the training, mentorship, and evaluation of emergency medical technicians
- Assists with training and review of PCRs
- Assist with pre-employment testing and orientation
- Facilitate learning to ensure employees acquire the knowledge and skills necessary to become a successful employee
- Serve as a mentor, role model and educational resource for fellow employees
- Assist in the development and implementation of guidelines, policies and procedures for training, field practice and medical standards and updates
- Attend regular quality assurance meetings
- Ensure employees are performing in accordance with established treatment protocols
- Abide by, enforce and participate in the implementation and ongoing oversight of Empress EMS safety standards and regulations.

Members holding positions within this department shall not be used to discipline members and are instead available for remediation and training. FTOs who meet the above requirements shall qualify for a stipend, outlined in Section 10.04E of this agreement for all hours worked as an FTO.

SECTION 6.05B - ACADEMY INSTRUCTORS

The employer shall coordinate and oversee EMS education and training programs through the EMS Academy. The employer will employ certified instructors and interns to teach in this department. Current members with the appropriate credentials shall be given the first right to refuse any available instructor shifts before non-bargaining unit members may be utilized to fill these shifts.

Academy instructors may be interns, Certified Lab Instructors (CLI), or Course Instructor Coordinators (CIC), and shall be compensated at the rates outlined in Section 10.01 of this agreement. Specialized lecturers are not considered instructors for the purposes of this agreement. All instructors shall be considered “per diem” within the department, and academy instruction shall not count towards a member’s weekly hourly requirements for any other positions held within the company and shall not qualify for the overtime pay outlined in Section 7.09 of this agreement.

SECTION 6.06 – EMERGENCY VEHICLE OPERATORS

In times of emergency need (such as critical staffing levels) the employer may hire Emergency Vehicle Operators (EVO). EVO shall not be used to replace EMT positions, and will only be used to supplement the workforce in times of extreme need. These positions shall first be offered to Academy students in the earn-to-learn program who have completed the course but are pending EMT certification, before being offered to outside hires, if no academy students are available. EVO shall be members of the union as a contingency of employment. EVO shall be in a driver-only position, and will be assigned to an EMT partner at all times. EVO shall not be used as paramedic partners except in cases of extreme emergency. EVO shall receive uniforms in accordance with Section 8.04 of this agreement. Uniforms shall clearly identify the EVO as such. EVO shall be paid the rate outlined in Section 10.01 of this agreement. EVO shall undergo the probationary period outlined in Article 4 of this agreement and qualify for all benefits and paid time accrual as outlined in this agreement.

The following are requirements for the EVO position:

1. Valid Driver’s License
2. Valid CPR certification
3. Completion of Driver Training and Emergency Vehicle Operations Course outlined in Section 9.02 of this agreement
4. A minimum of 8 scheduled hours per week

EMT members who are not driver restricted and who are assigned to work with an EVO, shall receive an additional hourly stipend, as outlined in Section 10.04G of this agreement.

SECTION 6.07 – CRITICAL CARE PARAMEDIC

Members may be trained and/or certified as Critical Care Paramedics, and may function in this capacity while on duty only if they have received the appropriate training. A Paramedic shall never be asked to perform the duties of a critical care paramedic if they have not received the appropriate training.

Members shall not be disciplined for refusing to perform critical care duties* if they are not trained in critical care paramedicine. Non-critical care paramedics may only be used for critical care calls if they are used to assist critical care teams consisting of registered nurses (RN), physician assistants (PA), nurse practitioners (NP), respiratory therapists (RT) and/or physicians (MD/DO), as indicated.

*Critical Care Duties include, but are not limited to:

1. Management of an isolette and performance of patient care on a neonate
2. Management of IABP/Impella

3. Assisting with the management of ECMO or other Mechanical Circulatory Assist Devices (MCAD)
4. Management of high-risk IV drips
5. Management of patients with a combined total more than three (3) of the following interventions:
 - a. Three (3) or more IV drips
 - b. Ventilator
 - c. Cardiac Pacing
 - d. Blood product administration
 - e. Arterial Blood Pressure monitoring

Note: In the case of a high acuity patient as defined in item 5 above, a non-critical care paramedic may take the patient only if an EMT or Paramedic partner is sent as backup to assist in the back of the vehicle during transport. Requests for backup in these scenarios shall not be unreasonably denied.

Critical Care Paramedics must complete all mandatory training as assigned by the medical director or clinical services division. Critical Care Paramedics shall receive an hourly stipend, as outlined in Section 10.04A and must work at least twelve (12) scheduled hours per week on a designated critical care ambulance to qualify for the stipend.

SECTION 6.08 – WESTCHESTER MEDICAL CENTER

Contracted shifts in the Westchester Medical Center (WMC) system have additional requirements for participation. Members may bid on BLS and ALS ambulance shifts (i.e. 87B1, RCM1) once cleared by the QA/QI department for these shifts.

Critical Care/STAT team shifts (i.e. 87A1, 87A2) have additional specifications and requirements, outlined below:

Paramedic Qualifications:

- Minimum of two (2) years as a working Paramedic with Empress
- Attendance at the WMC SCT Training Academy
 - Completion of mandatory training outlined by WMC, such as IABP, Isolette etc.
- Possession of the following certifications: ACLS, PALS, Westchester REMAC, Hudson Valley REMAC, Neonatal Resuscitation Program (NRP)
- Critical Care training
- Completion of an interview with WMC staff
- Completion of at least two (2) 911 shifts per month, once cleared for WMC Stat

EMT Qualifications:

- Minimum three (3) years as a working EMT, with at least one (1) year at Empress
- Completion of an ALS Interface class
- Trained in critical care for BLS (class offered by Empress)
- Complete at least two (2) 911 shifts per month

The Company will provide all non-WMC mandated training classes to all eligible employees, at least twice per year. The company will also provide several Call Audits per year. The Company will compensate

all employees for time spent attending training in the WMC SCT Training Academy held by WMC at the employee's individual rate of pay. These hours will be considered work time and any hours in excess of Forty (40) hours per week will be paid at the overtime rate of one and a half times the employee's regular rate of pay.

All shifts will be posted as part of the bi-weekly and permanent schedule. The most senior employee who applies within the posting period that has met the minimum qualifications outlined above, and according to management's discretion shall be offered the position. Such discretion shall not be unreasonably exercised. Paramedics trained and cleared to work WMC Stat shifts shall qualify for an hourly stipend, outlined in section 10.04B of this agreement.

SECTION 6.09 – MONTEFIORE 911

Montefiore 911 is a distinct Division of the company, with an independent schedule, qualifications and hiring process. All sections of this CBA apply to members from the Montefiore Division unless otherwise specified. Members may be hired directly to work in the Montefiore 911 Division, without being subject to the SSM minimum outlined in Section 7.14. Members from the Montefiore 911 Division shall be scheduled according to their status (i.e. full-time, part-time) in that Division, and will be permitted to schedule overtime in the other Empress Divisions, only in the cities/systems for which they have received clearance and are appropriately credentialed.

Job openings within this system must first be posted internally for member transfer, and remain open to current members for at least fourteen (14) days. If no qualified members from other Empress Divisions apply during this window, the openings may be posted externally. Members' requested transfers into this Division will not be unreasonably denied.

The follow are qualifications for employment in the Montefiore Division:

Paramedics:

- A. NYS Paramedic Certification
- B. NYC MAC Certification
- C. Valid ACLS Card
- D. Valid PALS Card
- E. Valid CPR Card
- F. As per FDNY, employees must test negative for drugs and alcohol prior to being cleared for the Montefiore Division
- G. FDNY Vax
- H. Minimum 2 years experience in NYC 911 or Yonkers 911 System as a paramedic

EMTs:

- A. NYS EMT Certification
- B. NYC BLS MAC certification
- C. Valid CPR card

- D. As per FDNY, employees must test negative for drugs and alcohol prior to being cleared for the Montefiore Division
- E. FDNY Vax
- F. Minimum 2 years experience in NYC 911 or Yonkers 911 System as an EMT

All employees working in the Montefiore Division will be required to comply with all regulations and policies set forth by the below agencies:

- A. Empress Ambulance Service
- B. Montefiore Medical Center
- C. FDNY

Members with unsatisfactory work records or performance may be restricted from working in this system by any of the above entities. The employer agrees to advocate for members who are being unreasonably disciplined by Montefiore or FDNY. Members restricted from the Montefiore Division by entities other than the employer, and who have otherwise acceptable work records, will be immediately transferred into other company Divisions without loss of pay. Paramedics who are transferred and have no experience in the Westchester or Hudson Valley regions, will be evaluated on a case-by-case basis for their appropriate assignments.

SECTION 6.10 – NEW POSITIONS

The union recognizes that the employer is a continually evolving company and that new positions and/or job roles may become available after the signing of this agreement. Should any new position become available for EMTs, Paramedics and/or bargaining unit members, the employer and union agree to bargain over the wages, conditions and expectations for that position.

SECTION 6.11 – PER DIEMS

The following restrictions apply to the utilization of per diem members:

1. After all full- and part-time members have been scheduled, per diem members will choose their schedules following the proper electronic scheduling bidding practice. It is expected that per diem members will work at least twenty-four (24) hours per month. Per diem members shall bid on their required shifts for the month by 0800 on the Friday after the permanent schedule is posted. These members may later swap from their pre-scheduled shift into another open shift within the month, provided that they give the scheduler at least twenty-four (24) hours' notice of the requested change. Per diem members who are unable to pre-schedule any shifts within the month must notify their designated scheduler with the reason for their scheduling conflict. Leniency in pre-scheduling would not exempt the per diem member from their seventy-two (72) hour per quarter requirement and hours can be credited from another month within this quarter. Per diem members may hold open shifts on the permanent schedule for a period no longer than one (1) month.
2. The Employer agrees to recruit full- and part-time EMTs and Paramedics to keep pace with the demands of the permanent schedule.
3. Per diem members will not be pre-scheduled to work more than forty (40) hours per week.
4. A full- or part-time member in good standing may change to per diem status after twelve (12) months

of service with the company provided that the member gives Fourteen (14) days' notice to the Director of Operations, or their designee, and staffing permits. A full- or part-time member with less than twelve (12) and more than six (6) months of service who has an extenuating life circumstance (such as a family emergency) may request per diem status if they provide information, in writing, describing their extenuating circumstances to the Senior Director of Operations and/or HR department. Members will be offered exemptions to the twelve-month rule at management's discretion. Per diem members shall not qualify for any employer-approved double time offerings (with the exception of mandations) until they have completed at least eighteen (18) months of service with the company.

5. Per diem members will be paid according to the rate schedule found in Section 10.01 (Hourly Wage Rate).

6. Per diem members will be required to work Seventy-Two (72) hours per quarter unless there is a lack of available shifts. Any per diem member that fails to work the required seventy-two (72) hours per quarter will be considered to have voluntarily resigned from their position. Members who wish to continue employment after that time must reapply for their position to be reinstated.

7. Per diem members are subject to all the rules and regulations under this agreement and the Company Policy and Procedure Manual, unless otherwise outlined in this agreement.

SECTION 6.12 – PART TIME

Part Time Employees are bargaining unit members and the following restrictions apply to their utilization:

1. Part Time employees will be allowed to work in all divisions and outside systems provided they meet the requirements for that system.
2. Part Time employees are required to work a minimum of 20 hours per week to maintain their status.
3. Part Time employees will accrue PTO at one half (½) the regular accrual rate for their years of service
4. Part Time employees will be offered medical and supplemental benefits at the rates outlined in Article 11 of the CBA.

SECTION 6.13 – LOSS OF CERTIFICATION/LICENSES

If a member is without the following certifications required for performance of the job duties now or in the future, the member will immediately be placed on a sixty (60) day unpaid leave of absence and their PTO will be frozen. As such, members will lose all permanent shifts after Six (6) weeks. If the member's license or certifications is restored within the Sixty (60) day unpaid leave period, the employer will reinstate the member. If the member appeals the loss of license(s) or certification(s), the unpaid leave will be extended until the appeal is decided. Failure to restore the license(s) or certification(s) lost will result in termination. This applies to the following licenses or certifications required for performance of duties:

- Valid NYS EMT/Paramedic Card
- Valid Regional MAC(s) for division requirement* and all other certifications required by the aforementioned regional MAC

***Westchester, North and West requirement:** Hudson Valley and Westchester MACs

Montefiore requirement: NYC MAC

CPR

Employees without a valid CPR card will accrue 50% of their allocated PTO according to Section 11.07. Sick time will not be affected.

**ARTICLE 7
SCHEDULING**

SECTION 7.01 ELECTRONIC SCHEDULING

The Employer will maintain an electronic schedule that allows members to view the weekly schedule in real time, and to sign up for shifts. In addition, the employer will provide workstations at all stations and work sites for the members to use this program.

SECTION 7.02 – WORK SCHEDULE

All full-time members will work between thirty-six (36) and forty (40) permanently scheduled hours. All part-time members will work between twenty (20) and thirty-two (32) permanently scheduled hours. Part time members who are able to fulfill their required hours, but who are unable to hold a permanent schedule must submit a request for exemption, in writing, to the Senior Director of Operations. Exemption from a permanent schedule shall be granted at the sole discretion of management, which will not be unreasonably exercised. Members granted exemption from a permanent schedule must submit bids in the monthly shift bid. If they fail to submit bids by the designated deadline, they will be subject to progressive discipline.

No members will be scheduled to work more than twenty-four (24) consecutive permanently scheduled hours. No member shall work more than twenty-four (24) hours in a thirty-two (32) hour period. Twenty-four (24) hour shifts shall not be scheduled in SSM systems without dedicated sleeping quarters. It is understood that members working a twenty-four (24) hour shift may get off late due to an assignment just prior to their scheduled end time. However, these members shall not be willfully held over or assigned calls after their scheduled end time, except in cases of extreme weather events, states of emergency or terrorism events. In the event that a member working a twenty-four (24) hour shift is not properly relieved, priority shall be given to relieving that member. If a member working a twenty-four (24) hour shift is not properly relieved for more than two (2) hours, it shall represent a grievable failure.

The following represents the process for bidding on shifts:

- A. Permanent Schedule Bid – Full- and part-time members may hold a permanent schedule after they have completed three (3) months of service from their Date of Hire or Date of Upgrade (for paramedics). Once approved, members may maintain these shifts indefinitely, unless otherwise specified in this agreement. The permanent schedule will be revised monthly, and members may bid on desired shifts and drop undesired shifts throughout this time period, using the employer supplied shift bid form. The employer may designate certain shifts as “FTO shifts,” which will not be available for bidding, and which will be clearly delineated on the permanent schedule. All permanent shift bids must be submitted by the member on the shift bid form by no later than

0800 hours on the last Monday of the month. The Employer will post copies of the monthly permanent schedule on the following Tuesday on the electronic scheduling system by 1700 hours. Members on an approved leave of less than forty-two (42) days may bid on shifts only if the member has a set return to work date.

- B. Monthly Schedule Bid – A monthly bid shall be performed in conjunction with the posting of the permanent schedule. Per diem members must submit bids for their desired monthly shifts on the monthly work schedule no later than 0800 hours on the Friday after the permanent schedule has been posted (See Section 6.11). Full- and part-time members may likewise submit requests for extra shifts and/or overtime no later than 0800 hours on the Friday after the permanent schedule has been posted. These per diem and overtime requests shall be processed and posted on the Electronic Schedule System no later than 1700 hours on the Friday following the posting of the permanent schedule. Remaining shifts will be made available on a first-come first-serve basis for the remainder of the monthly scheduling period.

Members will only bid on shifts for which they are qualified and credentialed to work. Qualifications for outside system clearance are outlined in Section 7.15 of this agreement. Should any qualifications change or any additions or deletions to the schedule occur, the company shall notify the union in writing and shall bargain with the union over any identifiable impacts.

The most senior member who requests the shift will be offered it provided the member has the above qualifications and a satisfactory work record. The Employer will have the sole right in restricting members with unsatisfactory work records from working in less supervised systems; however, such discretion will not be unreasonably exercised.

In the event of the loss/closure of any of its systems or divisions or if there is an alteration in more than fifteen (15) permanent shifts at one time, the Employer will notify the Union. The union will then notify the employer, within thirty (30) days of the official notification, whether to conduct a shift bid using the current procedure, conduct a shift bid using a modified procedure which prioritizes members who lost the most hours, or open up the schedule entirely for a new shift bid.

A member may bid on and reserve a permanent shift even if they are not permitted to transfer into the new shift immediately. The permanent schedule will reflect that the new permanent shift is reserved for that member and that the permanent shift from which the member seeks transfer is available. The member can only be held on the old shift for a maximum of four (4) weeks before the employer must move the member into the new shift.

All members are responsible for following the rules and regulations currently in practice for the permanent schedule.

Any permanent changes to units or shift times will be furnished to the Union in writing via email to the President of the local's email address within three (3) business days and at least Fourteen (14) days prior to the start of the new schedule on the Tuesday prior to the start of the workweek. All current schedules are grandfathered as of the date of ratification.

SECTION 7.03 – REPORTING FOR WORK

Members will report for work on time at the workstation assigned and will remain on duty until properly

relieved or Two (2) hours have elapsed since the scheduled end of the member's shift, or there are extenuating circumstances, such as the member is gravely ill or otherwise unable to perform his/her duties. Members must clock in and out for every shift worked unless otherwise directed by the employer. Any member reporting late to work more than 4 times per 12-month period will be viewed as excessive and will be subject to discipline. A late report is any member who arrives to work past their scheduled report time.

Any member who is directed to report to a different workstation than originally scheduled must be given no less than 12 hours notice prior to their currently scheduled shift and will be held blameless for any lateness caused by this change, including lack of transportation. No member will ever be required to move to a shift that differs in start time by more than Sixty (60) minutes, or distance by more than thirty (30) miles from that of his/her original shift without giving consent to the notifying scheduler. Members who refuse to give consent will not be subject to discipline of any type.

A member who is redirected to a different shift and or station while en route to his/her original station/shift, will not lose pay by working a shift that ends early, in comparison to the original shift. The employer reserves the right to recall the member back to the Division Headquarters to finish out the remainder of their scheduled hours performing any work within the scope of the bargaining unit for which they are trained.* This recall will not cause any undue hardship for the member. All scheduled floats must call in by 2200 hrs the night before the member's scheduled float shift and must be available to start a shift no earlier than 07:00 and no later than 16:00 of the next day.

* Example = While driving to Yonkers for a 1630 to 0030 tour, a member is called and agrees to work in Pelham. The member arrives in Pelham at 1630, works until 2300, and is now short ninety (90) minutes pay. Under this provision, the member would be paid 8 hours and/or management will use that member until 0030.

SECTION 7.04 – SLEEP TIME

Members will be permitted to sleep in uniform provided they are not in public view. Members will not be permitted to sleep in designated First Aid Stations (i.e. Casino or Standby) or in Dispatch.

SECTION 7.05 – MEAL PERIODS FOR FIELD MEMBERS

Posted Units shall be provided paid meal periods according to the following schedule:

- A. Field members who are scheduled to work a twelve hours' shift will be given a paid thirty (30) minute meal period and a paid twenty (20) minute break.
- B. Field members who are scheduled to work a Ten-hour shift will be given a paid thirty (30) minute meal period and a paid 15-minute break.
- C. Field members who are scheduled to work an Eight-hour shift will be given a paid Thirty (30) minute meal period
- D. Should there be a change in scheduling for shifts not hereunto; the Employer and union will establish break periods through collective bargaining.
- E. Units on a meal period will have freedom to range within that unit's primary response territory, unless otherwise instructed by the Dispatch or Supervisor staff. Units must call in their meal Location.
- F. Units on a meal period will remain available for emergency response, but will not be utilized

unless all other appropriate resources have been exhausted.

- G. If a unit is interrupted from their meal period within the first half of the period, they will be deemed not to have received the break. If a unit is interrupted from their meal period after the first half of the period, they will be allowed to complete it as soon as possible.
- H. If a unit does not receive their allotted breaks, the member(s) may complete a company provided electronic form to document the occurrence. Missed breaks will be tracked and if the same units, crews, or individuals are routinely missing their breaks, the company will evaluate the break allotment practices.
- I. Excluded are all outside systems serviced during the duration of this contract.
- J. Any request for a facilities break shall not be unreasonably denied.

SECTION 7.06 – SHIFT CHANGE

The employer will make every effort (as system dictates and at sole management discretion) to bring a crew back for shift change twenty (20) minutes prior to the scheduled end of shift time. Units will use this time to clean and refuel their ambulances, finish documentation, return issued gear and/or provide report to an oncoming crew.

SECTION 7.07 – HOLDOVERS AND MANDATIONS

It is understood that units may, on occasion, work past their scheduled end time due to system need or being assigned an emergency call prior to their end-time. Members shall not be assigned an emergency call (i.e. 911, code red) after their end time, and shall not be assigned a transport at least thirty (30) minutes prior to their end time, unless required by a supervisor. Within the last one (1) hour of a unit's shift, an interfacility transport cannot be assigned prior to a unit calling back in service with dispatch, or until at least thirty (30) minutes have elapsed since destination time.

A. HOLDOVERS:

A holdover is defined as a member being held on-call past a scheduled end time and/or assigned a transport within thirty (30) minutes of an end time. A member who is not properly relieved in an Outside System*, or who is held "code 5" in an SSM system due to "level zero" status (i.e. on call as the only unit available), is being subjected to a holdover. A Supervisor may mandate a member for holdover for up to Two (2) hours beyond the end of a shift, provided that reasonable efforts are made to solicit volunteers from members on duty and to call in members from home in advance of their scheduled shift. Members may request the name of the supervisor who has determined the necessity of the holdover. If a unit is assigned a transport more than thirty (30) minutes before the end of a scheduled shift, it is not considered a holdover, and the Supervisor is not required to make these efforts.

*The following stipulations apply to Relief-based Systems:

- a. Relieving member short-notice call-outs: If the oncoming relieving members calls out less than two (2) hours before the shift start time, the outgoing crew member shall be immediately notified and every effort will still be made to find proper relief for the outgoing crew member, but the employer will be held blameless for delays in obtaining relief this late call-out may cause.
- b. Relieving member latenesses: If the oncoming relieving member notifies the dispatch center that they are running late, Dispatch must immediately notify the outgoing member of this lateness. The employer must attempt to find relief for any stated lateness greater than thirty (30) minutes.

- c. Relieving member coming from another work location: Members shall not be pre-scheduled to work on two consecutive shifts in different work locations, if the end time and start time are less than one (1) hour in difference. (ex: A member cannot be scheduled to work consecutively on 30a3 0700-1900 and MVA1 1900-0700, but could be scheduled to work 30a1 0700-1500 and M34 1630-0030). Exceptions to this rule can only be made as a last resort at management's discretion, in the event that a shift remains open/cannot be filled otherwise.

B. MANDATIONS

A mandation is defined as a member being held on shift and/or on-call in the following scenarios:

1. Past an initial two (2) hour holdover time frame
2. Past a twenty-four (24) hour shift, unless assigned an emergency call before the scheduled end time
3. If no relief could be obtained in a relief-based system, to cover the shift opening starting at the beginning of that shift time until relief can be obtained, and not past twenty-four (24) hours

Members subjected to mandation as defined above, shall be compensated at two (2) times their hourly rate of pay.

The following are the requirements for the use of Holdovers:

The call out threshold* must be met. If more than the agreed upon threshold of members in all participating work locations call out of work during the oncoming shift period, the outgoing shift may be subject to mandations. Day shift period begins at 0600 and ends at 1800, and night shift period begins at 1800 and ends at 0600.

*The following are the call out thresholds at the time of signing of this agreement:

	Day Shift	Night Shift
Mon-Fri	5	3
Sat & Sun	3	2

The union and management agree to bargain over these numbers with the loss or addition of more than fifteen (15) units to the work schedule.

All road units shall be given early notification, at least two (2) hours before shift change, of the potential likelihood of holdovers and/or mandations. Volunteers for holdovers should be solicited and identified in this time frame and volunteering units should be used first. Members who face a hardship* from the holdover shall properly identify the burden with the dispatch supervisor (ex: child care, public transportation schedule, short timeframe before next scheduled shift, etc.) and likewise attempt to make contingency arrangements, if needed. Units receiving holdovers should be "triaged"*** based on the various concerns addressed to the supervisor, with units that did not identify a hardship being used for holdovers first. If necessary, units may be split and rearranged to accommodate individual members presenting a hardship. However, a member's individual end time shall never be altered due to this

rearrangement.

Members may request an investigation into the mandate by emailing the Senior Director of Operations and the Union President, to ensure the above protocols were properly followed.

*Members who face routine or repeated hardships (i.e. childcare) shall provide the employer with written documentation explaining the hardship, and why alternate scheduling arrangements are not possible. Management may provide a holdover waiver for a predetermined time frame, at management's discretion, to members who face an extended hardship. Waivers will be reevaluated after the predetermined time frame, and it is the member's responsibility to renew these waivers. It is understood that the waiver does not exempt the member from potential holdover, just that it puts them at the lowest "triage" level.

**The triage system for hardships will be bargained separately between the union and management and periodically updated, as needed

Should the same members or units be consistently subject to mandatory holdovers or mandates, the Director of Operations, or their designee, will re-evaluate the current permanent schedule and add/extend shifts to minimize the mandatory holdovers.

Acts of God and States of Emergencies (as defined under state and federal law) will excuse the employer from compliance with Section 7.07.

In the event of critical staffing levels, the parties agree to meet and bargain over a solution, potentially inclusive of mandated extra shifts.

SECTION 7.08 – WEEKLY SHIFT SWAPS

Members in the same job classification will be allowed to swap shifts without limit or loss of pay or benefits, if the following procedures are followed:

1. A completed shift swap must be submitted on the electronic scheduling system at least four (4) hours prior to the start of a tour, except in cases of emergency.
2. The Employer will electronically approve or deny the swap request.
3. Each member involved in the swap is responsible for following this procedure.
4. If a member agrees to swap a shift and fails to report for duty, then that member will lose shift swap privileges for thirty (30) days, unless the member provides a properly formatted doctor's note excusing their absence.
5. This shift swap procedure must be followed regardless of the duration of the swap.
6. Swaps will not cause scheduled overtime, under time or cause a member to work more than twenty-four (24) consecutive hours.
7. In the event that a member has a last-minute emergency leading to a call-out, the member may solicit a part-time or per diem member to "cover" their shift as long as the member is cleared to work that shift and if it would not lead to scheduled overtime. If a member obtains coverage for their shift, the call out would not count towards the excessive attendance policy outlined in Section 16.02.

SECTION 7.09 – OVERTIME / OPEN SHIFTS

Any work the member performs for the employer in excess of forty (40) hours in a workweek is overtime. Overtime work will be compensated at one and one-half times (1.5) the member's hourly rate. The employer has the sole right to determine when overtime is necessary.

An open shift is a shift that remains unfilled after the weekly schedule changes have been implemented. Open shifts will be assigned in the following order:

1. Full-Time members without at least thirty-six (36) scheduled hours for the week and part-time members without at least twenty (20) scheduled hours for the week.
2. Per-Diem members
3. Administrators covered under the admin rate agreement.
4. The most senior employee who bids for the shift during the monthly shift bid
5. The first employee to call in to take the shift, in instances of shift notifications occurring within 72 hours of the shift start time. Members will be notified of these open shifts via text and email.

No member will be given a second overtime assignment in a given week unless each member who bid on a shift on the electronic schedule and was available to work the shift was offered an overtime assignment.

SECTION 7.10 – TIME OFF REQUESTS

Members shall receive paid personal, vacation and sick time, the provisions for which are outlined in Section 11.07 of this agreement. Sick time may only be used to manage a sick or safe leave that precludes a member from working, outlined in Section 11.07A, and cannot be scheduled in advance. Vacation and personal time shall be scheduled using a combined PTO bank.

The processes for bidding on Vacation and Personal Time Off (PTO) are as follows:

Vacation Time:

By November 30th of each year, the employer and the union will conduct a vacation pick by seniority for the following year. The process for the annual bid shall be determined in collaboration by the union and management, and members shall be notified about the process to their last known email address at least fourteen (14) days in advance of the bid. Each full-time member may select up to eighty (80) hours of vacation time out of their PTO bank. Part-time members may schedule up to sixty-four (64) hours of vacation time out of their PTO bank. Per diem members are not eligible for vacation time.

After completion of the bid process, the vacation log will be made available for the members to review, with updates made weekly. Members who wish to schedule additional vacation time after the initial bid, will complete the employer supplied form at least thirty (30) days in advance of the start of the vacation. These additional requested vacations will be approved on a first-come first-serve basis by the employer. If a vacation slot is available at the time of the request and the member has accrued available paid time, management cannot deny the request. The Employer will notify the members of the approval/denial at least Twenty-One (21) days in advance of the start of the vacation. A member cannot change or swap their vacation week unless approved in advance by the employer.

Personal Time:

Personal time off (PTO) may be taken in whole shifts not to exceed twenty-four (24) consecutively scheduled hours. Advance requests for PTO must be made on the electronic scheduling system.

Members may submit requests for PTO, which are initially due by 0800 on the Wednesday following the posting of the permanent schedule. These bids will first be approved by seniority by 1700 hours on the Wednesday following the posting of the permanent schedule. PTO requests will then be approved on a first-come first-served basis, starting at 0800 on the Thursday following the permanent schedule posting and ending at 0800 hours the Wednesday prior to the start of the workweek containing the bid. In the case of a holiday shift (outlined in Section 7.11), PTO bids for the holiday are due at least fourteen (14) days prior to the shift. Notification of approval or denial of all PTO bids shall be made no more than three (3) business days after the bid was made and no later than the Friday before the workweek, whichever comes first. Bids shall be approved only if time is available within the PTO pool, outlined in Section 11.07 of this agreement.

SECTION 7.11 – REPORTING PAY / HOLIDAY SHIFTS

The employer shall provide notice to all members who will be removed from a permanently scheduled shift due to a government holiday no later than the Wednesday prior to the holiday. A Holiday shift is all recognized Holidays included in this contract and for purposes of this section, also includes President's Day and Columbus Day. Members who have been removed from Holiday shifts will be given first priority in obtaining an open shift to make up their lost hours, provided the shift is not an overtime shift or special event shift. If members do not schedule themselves for an alternate shift, they may utilize available PTO time. Members who were not given proper notice of a cancellation of their permanent shift, and who report for work at their designated start time will have the option of working four hours with pay or the entire shift with pay, performing any function within the scope of the bargaining unit.

SECTION 7.12 – SUPERVISOR SHIFTS

Supervisors may schedule non-supervisor shifts according to the per diem rules for bidding on shifts outlined in Section 6.11 of this agreement.

Supervisors may have shifts on the permanent schedule, only in the below listed systems, provided the number of hours worked by supervisors does not exceed the percentage of total hours permanently scheduled in each division as follows:

WMC Stat 7%

No Supervisor may pick a permanent shift before all full-time members have picked a full-time schedule.

Supervisors in the Sullivan-West location may maintain shifts on the permanent road schedule until 12/31/23. After this time, the above provisions will apply to supervisors in this location.

SECTION 7.13 – MEMBER REQUESTED TRANSFERS

Members may request a shift transfer where there have been documented (with HR) personality differences with their partner. The member who has the shift longer will retain the shift. The employer will use its best efforts to accommodate such requests whenever possible. If both members have the

shift for the same period of time, the more senior one will retain the shift.

SECTION 7.14 – SSM MINIMUM

As a contingency of their first two (2) years of employment, all full- and part-time members shall be required to work a minimum of one (1) shift in a work system that includes interfacility transports (SSM), so long as the schedule allows. Members with more than two (2) years of employment shall not have an SSM minimum, unless a particular contract deems it necessary.

SECTION 7.15 – OUTSIDE SYSTEM CLEARANCE

Members may only bid on shifts permanently, monthly, or weekly, for which they are qualified to work. Upon initial employment, members may bid on any shifts within the SSM systems (i.e. systems with blended 911 and interfacility transport call volume). However, EMTs may not bid on ALS shifts and paramedics may not bid on fly car shifts in SSM systems until they have completed the prerequisites for those shifts, outlined below.

In cases of staffing shortages, management may assign members to work shifts for which they have not yet been cleared, at management's discretion. However, a member's overall seniority should be the primary factor in this determination, and preference for transfer should be given to members with the highest seniority. Routine use of less senior members for these assignments shall represent a grievable failure.

Note: for the purposes of this article, the following systems are not considered to be Outside Systems:

- Montefiore 911
- Westchester Medical Center
- Designated Critical Care Ambulances

All qualifications for these systems are outlined in Article 6 of this agreement.

The following are the qualifications for bidding on specialized shifts within the SSM system:

EMT on an ALS shift:

- Complete 6 months in the SSM system
 - Credit may be applied based on previous EMS experience prior to the member's employment at management's discretion
- Complete an ALS Interface class
- Have a satisfactory end-of-tour PCR completion record
- Complete a satisfactory QA/QI review*

Paramedic Fly car shift:

- Complete 3 months in the SSM system
- Have a satisfactory end-of-tour PCR completion record
- Complete a satisfactory QA/QI review*

The following are the qualifications for bidding on shifts in the outside systems (OSS):

EMT:

- Complete 6 months in the SSM system
 - Note: If requesting clearance for an ALS OSS, must also have 6 months of ALS experience in the SSM system
- Complete an OSS orientation class
- Pass a quiz on the SOPs of the system for which they wish to be cleared. Passing is considered an 80% or better.
- Pass a quiz on BLS protocols. Passing is considered an 80% or better.
- Have a satisfactory attendance record
- Have a satisfactory end-of-tour PCR completion record
- Complete a satisfactory QA/QI review*

Paramedic:

- Complete 6 months as a Class A paramedic in the SSM system
 - Note: 2 months of credit may be awarded to upgraded paramedics with 1 year or more of BLS experience in the Empress Outside System for which they are requesting clearance
- Complete an OSS orientation class if no previous experience in the outside systems as an EMT
- Pass a quiz on the SOPs of the system for which they wish to be cleared. Passing is considered an 80% or better.
- Have a satisfactory attendance record
- Have a satisfactory end-of-tour PCR completion record
- Complete a satisfactory QA/QI review*

Paramedic OSS Flycar:

- Complete 6 months in a designated OSS
- Pass a quiz on the SOPs of the system for which they wish to be cleared. Passing is considered an 80% or better.
- Have a satisfactory attendance record
- Have a satisfactory end-of-tour PCR completion record
- Complete a satisfactory QA/QI review*

Note: Some systems may have additional requirements within the municipal contract. Those requirements will also be followed.

*A satisfactory QA/QI review is defined as follows:

- Member shows mastery of the PCR program, and an ability to thoroughly and properly document all 911 call types (i.e. transports, cancels, transfers of care, RMAs)
- Member displays a complete working knowledge of all regional protocols
- Member displays satisfactory proficiency of required skills
- Member obtains demographic information (phone numbers, Insurance info, Medical record numbers) at or above the company average for the previous four (4) months

Members shall never be evaluated based on their rates of obtaining patient Social Security Numbers.

ARTICLE 8 OPERATIONS

SECTION 8.01 – JOB DESCRIPTIONS/MANAGEMENT CHAIN OF COMMAND

The Employer will furnish to the Union, by email to the President of the local's email address an updated copy of the policy and procedure manual, job descriptions of all supervisors and the management organizational chart, upon request and annually on or about January 1st and whenever a supervisor is promoted, demoted, terminated or otherwise changes job functions.

SECTION 8.02– POLICY AND PROCEDURE MANUAL

During the initial orientation period, the Employer will furnish members with a complete and current policy and procedure manual inclusive of all standard operating procedures for all systems operated by the employer. An up-to-date Policy and Procedure Manual will always be available for download by members from the company online document library.

The Union will be notified of all changes in policy, via email to the President of the Local. The employer will furnish to the Union three (3) hard copies, via hand delivery or US Mail, of the complete updated version of the Policy and Procedure manual. All amendments or additions to the Policy and Procedure Manual will be provided to each member and each member must sign for receipt of the amendments as they are issued. A "read receipt" on the electronic schedule notification system shall qualify as a valid signature. "Newsletters" or general "email blasts" are not considered notification of updated policy to the members. No member will be disciplined for failure to adhere to any policy change for which they have not received proper notification and signed for the changes. Policy Memos signed by members are legal policy referendums.

SECTION 8.03 – PARAMEDIC NARCOTICS

At the main Operations Center, only Dispatchers and Supervisors will distribute and receive narcotics at the start and finish of each Paramedic shift. In all other systems, narcotics will either be (a) transferred between the outgoing and incoming paramedics or (b) locked in a secure safe if there is no incoming paramedic. No Paramedic will be forced to accept narcotics, which appear to have been tampered with or which they have no means to properly secure. Narcotics shall be secured in compliance with New York State Part 80, and members will be held blameless for issues that arise from the employer's lack of compliance with this state policy.

SECTION 8.04 – UNIFORM ALLOWANCE

The employer will provide all full-time members with Three (3) long sleeve uniform shirts, Three (3) short sleeve uniform shirts, three (3) pairs of pants, and an all-weather jacket. Part-time members shall be provided with two (2) long sleeve uniform shirts, two (2) short sleeve uniform shirts, two (2) pairs of pants, and an all-weather jacket. Per diem members shall be provided with one (1) long sleeve uniform shirt, one (1) short sleeve uniform shirt, one (1) pair of pants, and an all-weather jacket. The member will be responsible to pay for a loss of company issued uniforms, equipment, and raincoat. Such an amount will be deducted from the member's pay at the next pay period, however if the member presents a

financial hardship, an extended payment plan shall be agreed upon, at management discretion. All shirts will be adorned with the patches furnished by the employer. The employer will replace worn out or contaminated uniforms upon receipt of the same.

EMS pants may be substituted for company issued pants, at the member's expense. A nylon pullover, sweatshirt or jacket with a Company patch affixed to the left shoulder or the approved Company logo may be worn over the employer issued uniforms. All uniforms will be ordered for new members no later than seven (7) days after hire. Members waiting for their uniform allocation will make their best effort to match the Company uniform. The employer will immediately replace company-issued clothing (or personal clothing, prior to company issuance) that becomes damaged or contaminated while on duty. No member will be disciplined for being out of uniform if they have not received their uniform allocation.

Members will abide by the uniform policy contained in the Empress Policy and Procedure Manual except as otherwise provided in this Agreement. The employer will allow any member to wear I.A.E.P. pin or logo on their uniform, as long as company patches are still prominently visible. In the event that a member changes job description or title within the bargaining unit (i.e. an EMT upgrade to paramedic, or change from full time to per diem), the member will return the uniform/equipment issued for the previous title or status and be issued uniform/equipment, at the delineated quantities, for the new title or status. In addition, all current members with at least one (1) year of service to the company will receive a uniform stipend each year on their employment anniversary in the amount of two hundred dollars (\$200.00) for Full-time and one hundred dollars (\$100.00) for Part-time. The employer-issued uniforms must be returned to the employer upon termination of employment. Members will reimburse the employer for uniforms not returned.

SECTION 8.05 – TOLLS AND EXPENSES

The employer will furnish members with cash for tolls and expenses prior to long distance transports. (E-Z Pass is an acceptable alternative provided it is accepted in all areas of the transport). Additional expenses will be reimbursed by the Director of Operation or his/her designee, Mon.-Fri. 0900-1700; receipts must be submitted within one (1) month of expense being incurred. The employer will furnish a copy of the receipt to the member, unless the receipt is paid in full at the time of submission.

The employer will reimburse the members in a timely manner for all receipts submitted, no later than the end of that pay period. Failure to reimburse submitted receipts within that pay period will constitute a grievable failure.

SECTION 8.06 – MEMBER PARKING

The employer will provide members free parking at the main regional headquarters' parking lots. Designated parking spaces for on-duty members will be provided at all Outside System locations. In instances where there are parking fees at outside system locations, the employer shall cover the cost of employee parking in these locations via reimbursement upon submission of parking receipts. Receipts older than three (3) months shall not be reimbursed. The employer must notify the union by email to the president of the local's email address within seven (7) days of any parking complaints or changes to the parking plan, which the employer, union and member will jointly address as needed.

SECTION 8.07 – WORK STATIONS

Members will keep crew quarters clean and sanitary. The employer will provide cleaning equipment and supplies, including but not limited to brooms, mops, vacuums, buckets, garbage cans, garbage bags and cleaning chemicals. No member will be disciplined for failure to maintain a clean station when these supplies are not provided. Failure to provide this equipment will constitute a grievable failure.

The stations will be equipped with a refrigerator, microwave, HEPA grade air purifier, enough individual beds for overnight crew members, sofa, dining table with chairs, lamps, and television with cable or satellite. Stations will be equipped with heating and air conditioning, capable of maintaining a healthy climate at all times, which will be member controlled whenever possible. Requests for repairs at work stations will be handled promptly.

SECTION 8.08– VEHICLE MAINTENANCE

Vehicle maintenance is the responsibility of the employer, and may be delegated to the support services personnel, provided that the required maintenance falls within the qualifications and training of the individual member so delegated, as outlined in section 6.02, and subcontractors. The employer will ensure that all units are given to members in a clean, appropriate and mechanically sound condition. Members will likewise ensure that their ambulances are returned in a clean condition at the end of their tour. Members in satellite systems must check vehicle fluids during their daily vehicle check-out. The company is responsible for training members on how to check fluid levels. If fluid levels are not within normal parameters or fluids appear to be leaking, the member is to contact support services, communications or their immediate supervisor.

SECTION 8.09 – DOCUMENTATION

Members are responsible to complete documentation as a part of their job roles. Required documentation includes, but is not limited to:

- Prehospital care reports (PCRs)
- State Part 800 sheets
- End of Shift Reports (EOSRs) in the outside systems
- Incident Reports for reportable incidents

Members will complete the appropriate documentation and all information tendered will be given of the member's own free will. Documentation will be completed via online forms or electronic documentation systems and members filling out the incident report will receive a copy via email upon request (with the exception of HIPAA protected documentation), provided the email address was previously given to the employer. All communication and electronic equipment needed for documentation will be provided to the members by the employer, at no cost. All members will receive paid training and retraining, when necessary, on the use of electronic and communication equipment for documentation.

SECTION 8.10 – OUTSIDE EMPLOYMENT

Members will not work for the following ambulance service in the Management's operating area that the Management deems a competitor without the Management's approval:

- AMR
- Citywide
- Ossining VAC
- Mobile Life Support Services
- Ambulnz
- Care 2 U

Failure to obtain Company approval will result in discipline.

SECTION 8.11 – COMMUNICATION

Communications between members and management shall include but not be limited to phone calls and emails and these communications shall remain professional at all times. As a part of professional workplace communication, the parties agree to respond to personalized emails and/or voicemails within three (3) business days.

ARTICLE 9 EDUCATION AND TRAINING

SECTION 9.01 – NEW EMPLOYEE ORIENTATION

The employer shall conduct an initial orientation period for all new members. Members shall be compensated for all orientation time at the training rate of pay. Orientation shall be used to properly prepare members for their essential job functions, as well as to overview company operations, policies, procedures, and expectations. The following topics represent the minimum standard for what shall be covered during the orientation period:

- General operating procedures
- Online scheduling, permanent shift bids and shift swap procedures
- Lifting and Moving
- Mental Health
- PCR writing
- Overview of company forms
- Mandated Reporting and Child Protection
- Driver training
- HIPAA Compliance
- Proper PPE use
- Skills review
- ALS Interface for BLS Providers
- Backup requests
- Communications

Members should complete orientation with a working knowledge of operations and expectations. However, ongoing training shall be provided after the initial orientation period, and throughout the probationary period.

SECTION 9.02 – DRIVER TRAINING

The employer will provide proper training in driver safety and proper lifting/extrication techniques. Upon initial employment, members with valid driver's licenses and an ability to drive shall receive a minimum of eight (8) paid hours of classroom training in Emergency Vehicle Operations, completion of a cone obstacle course, and a minimum of four (4) paid hours of dedicated one-on-one driving practice with a qualified driver trainer* before being cleared to drive. Additional training hours can be added if the driver trainer deems it necessary. New members with at least one (1) year of verifiable emergency vehicle driving experience may be exempt from this requirement, at management's discretion. Driving practice may be scheduled after the initial orientation period, but no more than thirty (30) days after the completion of orientation. Members shall be restricted from driving until they have completed the aforementioned driver training. Driving practice shall include, but not be limited to:

- Navigation/route finding
- Non-emergency driving on active roadways and to common area hospitals
- Driving of different vehicle types, as available (Type 1, Type 2, Type 3, Fly car)
- Parking
- Backing up and hand signals
- Vehicle inspection/fluid checks

The employer will offer the National Safety Council's Defensive Driving Course free of charge to all shop members at least one (1) time every six (6) months. In addition, if space is available, and for a discounted sitting fee, family members of bargaining unit Members may take the course. The employer will offer Driver's Education from a credentialed NYS driver's education program to members trying to obtain their driver's licenses, at no cost to the member.

*Qualified driver trainers must be either certified in Emergency Vehicle Operation instruction or equivalent or have a minimum of three (3) years of emergency vehicle driving experience without major at-fault accidents.

SECTION 9.03 – RIDE ALONGS

New members shall "ride as a third" for a minimum of forty (40) scheduled ride-along hours immediately following their orientation period. Additional hours may be added based on feedback garnered from field evaluation forms, at management's discretion. These hours shall be compensated at the member's training rate of pay. Members with at least one (1) year of active duty EMS experience in their current role (i.e. EMT or Paramedic) prior to employment shall be exempt from the ride-along requirement.

Ride-along time can be scheduled in any available work system, including outside systems. This time shall be used to properly prepare new EMTs and Paramedics to work independently in the patient care setting, and to acquaint them with the daily operations of the company. Members "riding as a third," shall be allowed to perform all patient care functions within their scope of practice, including lifting and moving (if already trained). Those members shall not be the primary care provider while on a ride along shift, and shall not be responsible for completing PCRs, though they may assist the primary EMT or Paramedic with the process.

SECTION 9.04 – FTO PROGRAM

EMT members shall ride with a designated Field Training Officer (FTO) for at least six (6) shifts during their first three (3) months. This number can be adjusted at management's discretion, based on FTO feedback. FTOs shall be utilized to properly train and evaluate probationary members during this time frame. FTOs shall not be used to issue discipline. Every effort shall be made to recruit and retain enough FTOs to meet these thresholds. In the event that there are not enough available FTOs, probationary members shall be assigned to work with the most experienced EMT with an available shift opening.

Open FTO positions shall be posted according to Section 6.01A of this agreement. BLS and ALS providers may apply for open positions and will be interviewed by the Director of Clinical Services. Management will have the sole discretion to determine who may serve as an FTO.

Once hired and trained, the FTO will be required to work at least one (1) permanent FTO shift, for which they will qualify for a stipend outlined in Section 10.04E.

Some shifts will be reserved as FTO shifts for the training of members, which FTOs will be required to hold permanently.

The employer will have the sole discretion to utilize these shifts for training, as well as weekly vacant shifts on the permanent schedule belonging to FTOs but not permanently reserved for the FTO Training Programs. In the event that a trainee is scheduled in this way, the FTO shall qualify for the FTO stipend by filling out an online payroll discrepancy form.

SECTION 9.05 – CALL-BACK SKILLS SESSIONS

Within the first (1st) year of employment, new members shall be required to attend a total of six (6) call-back skills sessions. All other members shall be required to attend a total of three (3) call-back skills sessions per year. Clinical Services may also recommend attendance to members in need of remediation.

Call-back skills sessions are defined as sessions that review topics and skills relevant to being a high-quality healthcare provider, with attention provided to both frequent and lesser-used skills. Call audits may also be considered or incorporated into a call-back skills session. Both ALS and BLS sessions shall be made available. Members shall be compensated at their training rate of pay for these sessions. CME and call audit credits shall be provided for these sessions, if applicable. Each session shall be approximately three (3) hours in length.

All mandated skills sessions shall be paid at the member's training rate of pay. Members may voluntarily choose to attend additional sessions than are required, without compensation for their attendance.

The Clinical Services department shall schedule at least four (4) Call-back Skills Sessions per month, on different days of the week, with at least one (1) session scheduled in each region. At least twelve (12) different topics and/or skills shall be reviewed within a calendar year. Sessions shall be posted on the Electronic Schedule events calendar and members are expected to sign up in advance for sessions they plan to attend.

SECTION 9.06 – REQUIRED CREDENTIALING COURSES

The Clinical Services department shall provide all required credentialing courses (i.e. CPR, ACLS, PALS) free of charge to members. Members will not be eligible for additional compensation for attendance at these sessions.

SECTION 9.07 – OFF DUTY CONTINUING EDUCATION

The employer may mandate attendance at informational and educational programs. The employer will schedule said programs to accommodate members' varying work schedules. The employer will compensate members at their training rate of pay for all mandated training. Additionally, members will be compensated at their base rate of pay for any state or regional approved training required to maintain their certifications, for up to four (4) hours annually. It is the members' sole responsibility to request such compensation; on the required payroll discrepancy form, within sixty (60) days of the completion of the program. A digital copy will be sent to the email address of the member submitting the discrepancy. To receive compensation, the member shall submit proof of training in the form of the Continuing Education or Call Audit Completion Form, signed and dated by the proctor.

SECTION 9.08 – UPGRADE LOANS

After one (1) year of employment, the employer may at its sole discretion, that will not be reasonably withheld, loan money to full- and part-time members to pay for required courses, at an educational facility approved by the employer, to upgrade their job classification to Paramedic (EMT-P). Loans will be repaid bi-weekly by the member per pay-period through automatic payroll deduction on a pro-rata basis, based on the loan amount and length of course until loan is paid in full. When a member has been certified as an EMT-P, this loan will be converted to a grant and repaid back to the member on a weekly pro-rata basis over two (2) years as long as the member remains a full-time EMT-P with the company. Members who took out a tuition loan less than ten thousand dollars (\$10,000) will receive additional funds to bring the bonus grant up to this amount. If employment is terminated or a member fails to pass/complete the EMT-P program, the remaining balance of this tuition advance will become due in full at that time.

If employment terminates after completing the class but before completing the two (2) years of service, the employer will not be responsible to pay out the remaining balance of the grant. If at any time the tuition advance becomes due in full through termination of employment or through not completing the required course, the following repayment methods will be followed:

1. Any remaining advance balance due will be deducted from the member's accrued pay.
2. Any remaining amount still due will be deducted from the member's final paycheck, as allowed by law.
3. Any remaining amount still due will be paid immediately by the member through cash, money order, or certified check. If the member fails to make restitution, the member will also be responsible for any legal, processing, and/or any other costs associated with the employer's attempts to collect this tuition advance.
4. Members may elect to transfer all or any part of their PTO time in the loan repayment plan if this action occurs prior to December 31st of any year during this contract.

Members will sign a written promissory note documenting the above conditions before any monies will

be advanced

All FT and PT EMTs that are employed more than six (6) months and enrolled in an approved EMT-P program will receive a stipend of three dollars (\$3.00) per hour for all time worked while in school. In the event an employee drops from the enrolled Medic program before completion they will no longer be eligible for this stipend and must notify the employer immediately. Each pay period, members are required to notify the Senior Director of Operations, or their designee, of their continued enrollment in the paramedic program in order for the stipend to be processed for that payroll period.

Upon successful completion and upgrade to full-time paramedic, the member will be slotted into the pay scale commensurate to a two (2) year medic. Change of status from full- to part-time more than six (6) months after upgrade to A-medic status shall not lead to a loss of this pay rate.

SECTION 9.09 – CRITICAL CARE PARAMEDIC COURSE

The employer shall provide a Critical Care Paramedic course, to which paramedic members may apply for admission. The following are the requirements:

Requirements

Paramedics wishing to be accepted into the Critical Care program must have:

- Certifications of ACLS, PEARS, PALS, PHTLS
- A satisfactory employee and QA record
- Two (2) years' experience as a working paramedic, preferred with Empress

Empress EMS will pay for all class fees including text books and testing fees. Therefore, an eighteen (18) month commitment required for all Critical Care Paramedics trained at no charge by Empress EMS

ARTICLE 6 10 WAGES

SECTION 10.01 – HOURLY WAGE RATE

Starting Wages for Full Time/Part Time Employees

Emergency Vehicle Operator (EVO)

Entry Wage \$16.50

<u>EMT/DISPATCHER</u>	Entry Wage (per hour worked)	1 Year
Contract Year 1	\$18.75	\$19.50
Contract Year 2	\$20.00	\$21.00
Contract Year 3	\$21.00	\$22.00
Contract Year 4	\$21.00	\$22.00

<u>PARAMEDIC</u>	Entry Wage (per hour worked)	1 Year
Contract Year 1	\$30.00	\$31.50
Contract Year 2	\$31.50	\$33.00
Contract Year 3	\$33.50	\$35.00
Contract Year 4	\$33.50	\$35.00

Academy Instructor

Certified Lab Instructor \$35.00
Course Instructor Coordinator \$40.00

PER DIEM EMT's, Paramedics and Dispatchers hired as a per diem position in the Westchester Division will earn One Dollar and Fifty Cents (\$1.50) more than the full time rate.

All Full Time/ Part Time Employees within the first two years of service will move to the above wage scale upon ratification of the contract, and at the commencement of the first full pay period within the agreed upon contract years. All members with two (2) years of service or more with the company will receive an increase to their hourly wages at the commencement of the first full pay period of the year within the agreed upon contract years, at the following rates:

	Ratification	Contract Year 2	Contract Year 3
EMT/Dispatcher	\$0.75	\$1.25	\$1.00
Paramedic	\$1.00	\$1.50	\$2.00

SECTION 10.02 - ANNUAL RAISES

EMT's, Paramedics and Dispatchers with more than two (2) years of service and less than Twenty (20) years of service with the company will receive an annual hourly wage increase on the anniversary date of employment according to the following schedule.

	Base Increase	Attendance	PCR Completion	Total
Contract Year 1	2.0%	1.0%	1.0%	4.0%
Contract Year 2	2.0%	1.0%	1.0%	4.0%
Contract Year 3	2.0%	1.0%	1.0%	4.0%
Contract Year 4	2.0%	1.0%	2.0%	5.0%

All employees will receive the base increase on their DOH/DOU anniversary date. Employees not in an excessive attendance status during the previous year will receive the attendance increase. Employees who have not had excessive issues with PCR completion, leading to at least two (2) disciplinary actions, will receive the PCR Completion increase. Technical issues, PCRs belonging to the member's partner, and issues not otherwise in the member's control shall not count towards this definition.

Contract Year 1 will be based from 1/1/2023 until 12/31/2023, with raises applied retroactively to members who reached their anniversary between 1/1/2023 and the date of ratification of this contract.

All members with Twenty (20) years of service or more will receive annual Longevity pay stipend according to the schedule found in Section 10.05.

EVO will not be eligible for the annual raises.

SECTION 10.03 – SHIFT DIFFERENTIAL

All EMTs and Paramedics will receive a shift differential increase of one dollar and seventy-five cents (\$1.75) per hour flat rate for every hour worked in the following schedule:

Between the hours of
Friday 1800 to Sunday 1800

All EMTs and Paramedics in the Montefiore Division will receive a shift differential based on the below schedule:

Overnight Differential (1800-0600 Sunday-Thursday)	\$0.50
Weekend Differential (1800 Friday to 1800 Sunday)	\$1.75

SECTION 10.04 - STIPENDS

A. CRITICAL CARE PARAMEDIC (CCP)

Critical Care Paramedics will be paid stipends according to the following schedule:

1. While training – \$1.25
2. Upon completion and passing of the CCP-C class – \$2.50
3. With National certification in Critical Care – \$5.00

To qualify for the above stipends, the CCP medic must be working on a critical care or transport unit.

B. WESTCHESTER MEDICAL CENTER (WMC)

All paramedics who meet all the requirements outlined in Section 6.08 of this agreement will be defined as a WMC SCT Paramedic. WMC SCT Paramedics must work at least twenty-four (24) hours per week in the SCT Program.

All SCT Paramedics will be compensated by a Two Dollar and Fifty Cents (\$2.50) stipend for every hour working in the SCT system. WMC SCT Paramedics with national certification in Critical Care, shall receive

a five dollar (\$5.00) stipend for all hours worked on WMC units.

All Paramedics that have been approved to work in the SCT system by meeting the minimum requirements and who are enrolled in the WMC SCT Training Academy will be compensated by a One dollar and Twenty-Five Cents (\$1.25) Stipend for every hour worked in the SCT system.

All Paramedics that have been approved to work in the SCT system; but are not enrolled in the WMC SCT Training Academy will be compensated by a Seventy-Five Cents (\$.75) Stipend for every hour worked in the SCT system.

C. DISPATCH

All dispatchers will be paid a five dollar (\$5.00) an hour stipend for every hour working in the dispatch center.

D. Support Services

All employees with twenty-four (24) hours permanently in support will be paid a one dollar and fifty cents (\$1.50) stipend for all hours worked in support services.

E. FIELD TRAINING OFFICERS (FTO)

Field training officers (FTO), as defined in Section 9.04, will receive an additional three dollar (\$3.00) per hour stipend for every hour worked in the field as an FTO.

Paramedics who are assigned a Class C or B paramedic to their shift, or non-FTO EMTs who are assigned a new employee as their partner will be compensated an additional two dollars (\$2.00) per hour stipend, provided they complete required FTO evaluations, by the end of their shift on the training employee as required by the QA Coordinator. If the paperwork is unavailable, the trainer will fill out an electronic incident report.

F. YEARS OF SERVICE

Members shall be reimbursed for their prior EMS experience (years of service) via a stipend, outlined below. Years of service are defined as total years in the current role (i.e. Paramedic or EMT) prior to employment.

Paramedic Schedule:

Years of Service at Date of Hire	Stipend Amount Per Hour Worked
3-5	\$1.00
5-10	\$2.00
10-15	\$4.00
15+	\$5.00

EMT Schedule:

Years of Service at Date of Hire	Stipend Amount Per Hour Worked
3+	\$0.75

G. EMT ASSIGNED TO AN EVO

EMTs assigned an EVO partner shall receive a stipend of one dollar and fifty cents (\$1.50) per hour worked on the affiliated shift.

H. COMMUNITY PARAMEDIC

Paramedic members who meet the qualifications outlined in Section 6.04 for subcontracted shifts, shall qualify for a stipend of fourteen dollars (\$14.00) per hour for all hours worked within the department.

SECTION 10.05 – LONGEVITY PAY

The Company will provide compensation to members based on seniority in the form of an annual bonus on their anniversary date of their Twenty-first (21) year of service in their current role (i.e EMT or Medic) to be paid out biweekly, pro rata. The member will receive a percentage (%) increase on their hourly rate equal to their base full- or part-time hours. The member will receive this bonus on the following scale:

- 21 years – 4%
- 22 years – 4.5%
- 23 years – 5%
- 24 years – 5.5%
- 25 years - 6%

Ex: A 21-year member making \$35/hour will get a 4% increase bonus which is equal to \$1.40x2080 FT Hours, would get a bonus of \$2912

A 22-year member making \$35/hour will get a 4.5% increase bonus which is equal to \$1.58x2080 FT hours, would get a bonus of \$3286.40

SECTION 10.06 - EMS ESSENTIAL STATUS

The Union and the Company mutually agree to continue efforts to be legally recognized as an essential service by the state of New York. The parties agree to a joint labor management meeting to bargain over wages if essential status legislation funding comes to fruition.

SECTION 10.07 – PAY PERIOD/PAY DAYS

The workweek is the seven (7) day period beginning on Sunday at 00:00 hours in accordance with the present work schedule. All members will be paid bi-weekly on Friday for the previous two weeks ending on the prior Saturday. It is the member's sole responsibility to review their online timecard and must

submit an electronic payroll discrepancy form by noon on the Monday prior to payday, or otherwise, it will be corrected in the next pay period. In the event that the hours posted are different than from the paid hours and the difference equals eight (8) hours or more, the employer shall submit the correction for the delivery of a "short check," which shall be delivered as a live check via mail, unless the member requests payment in their next regularly scheduled paycheck. If a payday falls on a holiday, members will be paid the day before the holiday.

If a member's payroll check is returned for insufficient funds the employer will reimburse the member for fees or charges arising therein. All payroll discrepancies including hours, court time, bereavement time, jury duty, have to be reported to the employer within ninety (90) days of the payroll check date. Excluded from this are all hourly wage discrepancies and unauthorized deductions.

ARTICLE 11 BENEFITS

SECTION 11.01 – HEALTH INSURANCE

All regular full- and part-time members working at least thirty-six (36) or twenty (20) hours per week respectively are eligible for company sponsored health benefits beginning the first of the month following sixty (60) days of employment. Employees may also use these benefits to cover their dependents.

Dependents include:

- legal spouse
- domestic partner (same or opposite sex, subject to imputed income)
- dependent children under the age of 26 [naturally born child(ren), stepchild(ren), legally adopted child(ren), or eligible foster child(ren)] regardless of the qualifying dependent's marital status and student status (excludes spouse and child of dependent child)
- Unmarried disabled children over the age of 26 who are not able to support themselves because of their physical or mental disability (the carrier must approve this coverage)

The employer reserves the right to change health insurance carriers which provide at least equal or better insurance coverage upon proper notification to the union, within 30 days from the expiration date of the current policy. The new plan design coverage will not have negative major design changes. Effective upon execution of this Agreement, members electing to participate in company sponsored health benefits will have a deduction from their bi-weekly salary. The following contribution amounts will continue through the end of 2023:

	Individual (FT/PT)	Individual +1 (FT/PT)	Family (FT/PT)
PPO	\$97.55 / \$243.78	\$195.10 / \$267.34	\$312.16 / \$427.74
HDHP	\$66.84 / \$133.67	\$133.67 / \$334.18	\$213.87 / \$534.68

During year one of this agreement, current full-time members will continue to share the cost of the health plan insurance premiums at a percentage of 20%. The employer will contribute the remaining

80%. Current part-time members will share the cost of 50% with the employer contributing 50% during this time frame. Any members who enroll in benefits after the date of ratification, shall be entered at the Year 2 schedule below. At the start of the second plan year the employer will pay any increase in premiums up to 4% and the members will share the cost of the health plan insurance premiums at the following rates of contribution:

	Full Time (employee/employer)	Part Time (employee/employer)
Contract Year 2	24% / 76%	49% / 51%
Contract Year 3	25% / 75%	48% / 52%
Contract Year 4	26% / 74%	47% / 53%

Members have the choice to opt out of the health insurance plans during the enrollment period provided that the member signs a waiver declining coverage and shows proof of other active private health care coverage. Full-time members who opt out will receive \$2,000 per year, paid pro rata each pay period. Part-time members who opt out will receive \$1,000 per year, paid pro rata each pay period. Members may opt back into health insurance plans during enrollment periods in accordance with the rules of the health insurance plans. New members may opt out at the end of the probationary period and will receive a prorated payment for the period of time they opted out.

Section 11.02 - MEMBER FLEXIBLE SPENDING ACCOUNTS

The employer will offer full-time members two flexible spending account options: Health Care Flexible Spending and Dependent Care Flexible Spending Accounts

The employer will contribute One Hundred Fifty dollars (\$150.00) annually to each full-time member who is enrolled in the Health Care Flexible Spending Account (FSA) at the beginning of each calendar year according to all rules and regulations of that plan.

The Employer will allow members to defer up to the maximum amount allowable by law per year on a pre-taxed basis for Health Care and Dependent Care costs under an IRS qualified Flexible Spending Plan. The member must enroll in the plan annually during the open enrollment period for the next calendar year. Deductions will be made automatically from the members pay each pay period based on the annual amount the member enrolls for. Reimbursement of qualified expenses will be completed through the employer designated Third Party Administrator following IRS Guidelines. It is the member's responsibility to follow the proper IRS guidelines and paperwork requirements for entry into, termination from, and reimbursement under the Flexible Spending Plan. The employer will bear the cost of administering the plan.

SECTION 11.03– DENTAL INSURANCE

The employer will continue to provide full- and part-time members with Dental Plan Coverage. Full-time

members will pay Seventy percent (70%) of the premiums and part-time members will pay eighty percent (80%) of the premiums through a pro rata payroll deduction each pay period. The employer will contribute Thirty percent (30%) and 20% respectively, and reserves the right to change dental insurance carriers, which provides comparable insurance coverage, upon a 30-day prior notification to the union.

SECTION 11.04 – VISION PLAN

The employer will provide full- and part-time members with a vision plan as part of the above health insurance plans. Full-time members will pay twenty percent (20%) of the premiums and part-time members will pay eighty percent (30%) of the premiums through a pro rata payroll deduction each pay period. The employer will contribute eighty percent (80%) and seventy percent (70%) respectively, and reserves the right to change vision insurance carriers, which provides comparable insurance coverage, upon a 30-day prior notification to the union.

SECTION 11.05 – GROUP TERM LIFE & SUPPLEMENTAL LIFE INSURANCE

The employer will offer a basic group term life insurance policy for full-time members through an A rated life insurance company, at the employer's expense. All full-time members with more than two (2) years experience with the company will receive \$50,000.00 of life insurance at the employer's expense. The life insurance will cover the member for the duration of employment. The member will bear the cost of the supplemental life insurance policy and premiums of the supplemental life insurance policy will be paid through payroll deduction program.

SECTION 11.06 – LONG AND SHORT TERM DISABILITY INSURANCE

The Employer will provide coverage as mandated by the State of New York.

SECTION 11.07 – PAID TIME

All full- and part-time members shall receive paid time off (PTO) to account for personal and vacation leave. Personal and Vacation time shall be contained in the same "PTO bank" for use. Sick time shall be distributed to all members in accordance with the New York State Sick Leave Law of 2020 (Labor Law 196-b) and be contained in a separate "Sick time bank."

All current full-time members will receive PTO as follows:

Years of service Paid Time Hours :

Years of Service Hours

0-1 years	64 Hours
1-2 years	76 hours
2-3 years	102 hours
3-4 years	122 hours
4-5 years	142 hours
After 5 Years	168 hours
After 15 years	184 Hours

Part-time members will accrue PTO at 50% of the rates outlined above.

PTO will be accrued weekly from the date of hire and may be used for vacation and scheduled and unscheduled emergency personal time. A weekly PTO limit shall be in effect for each region or division at the company. A minimum of forty (40) hours within this limit shall be reserved for personal time and cannot be used for vacation.

The following pooled hours shall be available weekly for each division and skill level:

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

The Employer will review the above hours quarterly and the allotted PTO will be adjusted on the agreed upon formula* based on current staffing numbers. These adjustments will not impede pre-approved vacations and will still allow for a minimum of forty (40) additional hours of available PTO beyond the scheduled vacations for the week. Should any new work locations or divisions be added during the term of this agreement, the PTO allotment for that division shall be determined using the same formula.

*PTO Formula = forty-eight (48) hours per forty (40) full-time equivalent members, rounded to the nearest forty (40). (Example: new division with 25 paramedics and 42 EMTs would receive an allotment of 48 hours for paramedics and 92 hours for EMTs)

No paid time will be used unless accrued. Unused paid time will be paid to members upon resignation or change to per diem status with two (2) weeks' notice, lay-off, retirement or death. Members terminated for cause or resign without two (2) weeks' notice will not be paid for unused paid time.

Members may donate actual and/or rolled over PTO time to other members who experience hardship and are in need of time to maintain their positions with Empress as long as the member is in good standing and at the employer's discretion.

A. SICK TIME

All members will maintain a Sick Time Bank (STB), which will accrue in accordance with NYS Labor Law 196-b, one (1) hour per thirty (30) hours worked, with a maximum of fifty-six (56) hours annually, that can only be used for sick or safe leave* on an unscheduled day off. Sick leave that remains unused at the end of the calendar year will be maintained as a carryover to the next calendar year. However, members may only use fifty-six (56) hours of sick leave per calendar year, absent exigent circumstances with prior approval from the Human Resources Department.

*Sick Leave:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave (includes using leave for

- the recovery of any side effects of the COVID-19 vaccination); or
- For the diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for medical diagnosis or preventive care.
- For the mental or physical illness, injury, or health condition of the member's family member, including diagnosis, care, preventive care, or treatment.

Safe Leave:

- For an absence from work when the member or member's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:
 - to obtain services from a domestic violence shelter, rape crisis center, or other services program
 - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the member or member's family members
 - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding
 - to file a complaint or domestic incident report with law enforcement
 - to meet with a district attorney's office
 - to enroll children in a new school
 - to take any other actions necessary to ensure the health or safety of the member or the member's family member or to protect those who associate or work with the member

For the purposes of this Section, a "family member," includes the member's child, spouse, domestic partner, parent, sibling, grandparent, grandchild, or the child or parent of the member's spouse or domestic partner. "Child" and "parent" include biological, adopted, step, foster, legal ward/guardian, and in loco parentis relationship.

Should any public health state of emergency exist which requires a quarantine period for individuals infected or exposed to a communicable disease, the employer shall pay members for any shifts missed during the required quarantine period, without deducting time from their sick bank. Members shall provide properly formatted documentation with information on the positive test for the disease, and/or the order of quarantine.

Should any federal, State, County or city laws regarding sick time change during the term of this agreement, the employer agrees to apply new provisions upon the effective date of said provisions

B. VACATION TIME

Vacations are paid equal to a Minimum of twenty (20) hours and a Maximum of Forty (40) hours per week. No vacation time will be used unless accrued. By November 30th of each year the employer and the union will conduct a vacation pick by seniority for the following year. Each full-time and part-time member may select in advance a maximum of Eighty (80) and sixty-four (64) hours vacation time out of their PTO bank, respectively. In addition, after completion of the bid process, the vacation log will be available for the members to review weekly and vacations will be approved on a first come first serve basis by the employer. If a vacation slot is available at the time of the request and the member has accrued available paid time management cannot deny the request. These vacation requests shall be

made in writing to the Senior Director of Operations or their designee, on the employer supplied online form at least Thirty (30) days in advance of the start of the vacation. The Employer will notify the members of the approval/denial within fourteen (14) days of the request.

A member cannot change or swap their vacation week unless approved in advance by the employer.

C. PERSONAL TIME

Personal time may be taken in whole shifts not to exceed twenty-four (24) consecutive scheduled hours. Requests for personal time must be made on the online scheduling system by 0800 on the Wednesday prior to the start of the workweek. Members may request PTO at any time, but requests will not be processed more than one (1) month in advance. Requests will be approved or denied by the Senior Director of Operations or their designee beginning on the Wednesday after the monthly permanent schedule is posted, with the most senior members making the requests before this deadline getting the priority for time off. The Senior Director of Operations, or their designee, will approve or deny additional requests on a first come-first serve basis, within seventy-two (72) hours of the request and no later than 1700 on the Wednesday prior to the workweek.

Members calling out of a scheduled shift for a non-illness related emergency (i.e, burst pipe, car breakdown etc.) may utilize their PTO for this shift based on the call-out policy outlined in Section 16.02.

D. HOLIDAYS

Members are entitled to use PTO for the following holidays in accordance with section 7.11:

1. New Year's Day (observed from 1800 hours New Year's Eve to 1800 hours New Years Day)
2. Martin Luther King Jr. Day
3. Easter
4. Memorial Day
5. July 4th
6. Labor Day
7. Thanksgiving Day
8. Veteran's Day – Veterans will be given consideration for this as a requested day. *
9. Christmas Day (Observed from 1800 hours Christmas Eve to 1800 hours Christmas Day)

Members working on any of the above holidays (excluding Veteran's Day) will be paid time and one half (1.5) their hourly rate for the hours worked. Members may request additional pay for the hours worked by deducting those hours from their Paid Time.

Members scheduled to work on a designated holiday, who do not report and are not excused, will be subject to discipline. A member with an unexcused absence from a scheduled shift, immediately before or after a designated holiday, will be subject to discipline unless the member provides a properly formatted Doctor's note excusing the absence, or if the member works on the holiday itself.

SECTION 11.08 - PTO ROLLOVER AND CONVERSION

Members with less than 3 years' seniority may carry over a maximum of Forty (40) Hours of PTO to the next year. Members with more than 3 years' seniority may carry over a maximum of Eighty (80) hours to the next year. In addition, members with a 401K account may convert any PTO time left in their bank in

each calendar year to a one-time annual deposit into their 401K accounts. Up to forty (40) hours is eligible for an employer match of fifty percent (50%) of the cash value transferred.

SECTION 11.09 – 401K PROGRAM

The employer will continue the 401K program as it is presently constituted. The employer will disburse all funds to the member's 401K account within seven (7) days in which the deduction from the member's salary is made. All full- and part-time members will have the option of being enrolled in the 401K program at the minimum deduction of Three percent (3%). The company will notify each full- and part-time member upon completion of the probationary period.

The employer will contribute a dollar for dollar match to the member's contribution to their 401K as follows based on years of service as of January 1, for the following calendar:

After 2 years of Service –	up to 4% of salary
After 4 years of Service –	up to 6% of salary
After 6 years of Service –	up to 7% of salary
After 15 years of Service –	up to 9% of salary
After 20 years of Service –	up to 11% of salary

Matching contributions shall be disbursed into the member's 401K account annually, provided that they have met a one-thousand and eighty (1080) hours' worked threshold.

The following are the guidelines for 401K enrollment:

- A. **SALARY DEFERRALS** – In order to make Salary Deferrals under the Plan, members must be an Eligible Employee and must satisfy the following minimum age and service requirements:
Minimum age requirement: 21 years old
Minimum service requirement: There is no minimum service requirement in order to make Salary Deferrals under the Plan. Thus, members will be able to make Salary Deferrals (provided they are an Eligible Employee) as of the first Entry Date following their date of employment (or the date they satisfy any minimum age requirement described above).
- B. **MATCHING CONTRIBUTIONS** – In order to receive Matching Contributions under the Plan, members must be an Eligible Employee and must satisfy the following minimum age and service requirements:
Minimum age requirement: 21 years old
Minimum service requirement: In order to receive Matching Contributions under the Plan, members must work at the company for at least two (2) months. Members may receive credit for service earned during a period of severance if they are subsequently reemployed.
- C. **ENTRY DATE** – Once members have satisfied the eligibility conditions described above, they will be eligible to participate under the Plan on your Entry Date. For this purpose, your Entry Date is the first day of the month coinciding with or next following the date you satisfy the eligibility conditions described above. For example, if you satisfy the Plan's eligibility conditions on April 12, you will be eligible to enter the Plan on the following May 1. If on the other hand, you satisfy

the eligibility conditions on November 12, you will be eligible to enter the Plan on the following December 1.

SECTION 11.10 – WORKERS’ COMPENSATION

Members will accrue paid time for the first six (6) weeks of Workers’ Compensation leave. Health benefits will continue for six (6) months, unless the member is reclassified as disabled, provided the member continues to make the required weekly payroll deductions. Paid time may be used for this purpose, at the member’s discretion. After the six (6) month period expires the member may continue health care coverage under COBRA. Members will return to duty when physically able to perform all job duties. If available, light duty will be offered to a member not physically able to perform all job duties. Members on light duty will not sustain a loss in pay or loss of permanently scheduled hours per week; however, the start/finish times of a light duty schedule may not match the member’s regular work schedule. Members on Workers’ Compensation leave may, at their discretion, utilize paid time to make up the difference between the Workers Compensation benefits and their regular base pay.

Members on a leave of absence related to an on-the-job injury shall maintain their permanent schedule for up to one-hundred-and-eighty (180) days following the injury. Leaves related to an on-the-job injury longer than six (6) months shall lead to the removal of the member from the permanent schedule.

SECTION 11.11 – FMLA AND PAID FAMILY LEAVE

The Employer will comply with the Family Medical Leave Act of 1993 (FMLA) and the Paid Family Leave Program (1/1/18) in its entirety.

SECTION 11.12 – MILITARY LEAVE

The employer will grant military leave as required by law. The member will not be penalized for expiration of certifications while on military leave. The member will be afforded the opportunity to re-certify at the earliest opportunity and will be given an alternative work assignment until such time that the member can regain their certification.

SECTION 11.13 – PERSONAL LEAVE OF ABSENCE

After one (1) year of employment, full time Members may apply for an unpaid personal leave for an absence up to ninety (90) days. Requests for a leave of absence must be made in writing to the Senior Director of Operations or the Human Resources department, for approval at least thirty (30) days prior to the desired leave date. The Senior Director of Operations, or the Human Resources department, will forward a response to the member within two (2) weeks of submission of the request. Emergency leave may be approved on a shorter notice. The employer will have the sole discretion to approve a leave of absence, which will not be unreasonably exercised. Disability status or application is not a requirement for an unpaid leave of absence. Permanent shifts will not be held after forty-two (42) days of a personal leave of absence. Paid time may be used when a member takes a personal leave of absence, at the member’s discretion, and paid time will not accrue during a leave of absence.

SECTION 11.14 – HEALTH BENEFITS DURING A LEAVE OF ABSENCE

Health benefits will be continued during an approved leave of absence except as otherwise stipulated in this Agreement, provided the member continues to make the required pro-rata payroll deductions. Paid time may be used for this purpose and/or donated hours may be voluntarily added from one member to a member who is experiencing extreme hardship and has a zero balance of PTO, at the employer's discretion. If no paid time exists to make the required pro rata payroll deductions, members are responsible to pay any and all insurance deductions which were previously being withheld from their pay for any and all leave of absences (FMLA, Workers Compensation, Personal leave and unpaid leave of absence). Monies for the following month will be upfront by the first of the month. Failure to pay the required amount will result in termination of the member's insurance benefits (15-day grace period from the 1st of the month). Human Resources will be responsible for notifying the member of any payments required and associated information, and or notice of impending termination of benefits upon notification of leave of absence and prior to the member actually being placed on a leave of absence. If Human Resources is unable to contact the member after repeated attempts, and before termination of benefits, human resources will notify the president of the union, or their designee, in the most expeditious manner possible.

SECTION 11.15 – JURY DUTY

The employer will pay members who report for jury duty on a scheduled workday their regular pay for the shifts scheduled that day less any jury duty stipend received. The employer will provide a maximum of Thirty-Six (36) hours of pay for jury duty. However, Members may utilize their paid time for time spent on jury duty beyond Thirty-Six (36) hours. Members are required to report to work if excused from jury duty during a scheduled work day and have more than four (4) hours remaining on their scheduled tour. If the shift has been filled or the member is not otherwise needed by the employer, the member may with supervisory approval charge the balance of the workday to PTO.

Members will give notice of jury duty within twenty-four (24) hours of its receipt, and submit proof of jury duty service to the employer. The member reporting for jury duty may elect to change their regularly scheduled shift for one that accommodates jury duty based on operational needs, if shifts and/or swaps are available.

SECTION 11.16 – BEREAVEMENT LEAVE

When a death occurs in a member's immediate family and/or the member's permanent or regularly scheduled partner, the member is entitled to a paid bereavement leave up to Twenty-Four (24) hours. The Twenty-Four (24) hours will be used within five (5) days from the death of the deceased. Members may use paid time for additional leave or may request an emergency leave of absence, which will not be unreasonably denied and will not be bound by the limitations outlined elsewhere in this contract. Immediate family is defined as current spouse, sister, brother, daughter, son, father, mother, current mother-in-law and father-in-law, grandparents, grandchildren and significant other who resided with the member at the time of death. The member will give prompt notice of death to the Director of Operations, or their designee, before the commencement of the leave. At Management's discretion, a member deemed in good standing may use accrued PTO with prior written approval and the approval will not be unreasonably withheld.

Members may use time from their PTO bank, up to twenty-four (24) hours, to be used within five (5)

days of the death, for the attendance of death related observances regardless of the relationship of the deceased to the member, at Management's discretion, which will not be unreasonably denied. The member may use PTO for additional leave or may request an emergency leave of absence, which will not be unreasonably denied and will not be bound by limitations outlined elsewhere in this contract. The member will exercise due diligence in notifying the employer as soon as possible that work will be missed. The employer may request the name of the deceased and the member's relationship thereto.

SECTION 11.17 – COURT TIME

Time spent by Members required to appear in an administrative, civil, or criminal proceeding on behalf of the employer or third party arising from their employment will be considered work time. No member will suffer loss of work time or PTO in order to attend these legal proceedings. If a legal proceeding causes a member to miss any portion of a shift, that member will be paid the entire shift. This will hold true even if the shift has to be covered in its entirety by another member (e.g. a 10am to 4pm court appearance causes a member to miss a 1500 to 2300 tour. That member will be paid for that entire tour and not out of their PTO). The employer may require a member to return to work to finish their shift and will make reasonable allotment of time for the member's travel and other personal needs. Each appearance will be reviewed on a case-by-case basis according to the above guidelines. Transportation to and from court will be provided by the Company at no cost to the member, when accommodation is requested by the member.

ARTICLE 12 HEALTH AND SAFETY

SECTION 12.01 – SAFE WORKPLACE

1. The employer will provide, at all times, safe materials, safe equipment, safe and lockable vehicles, and safe working conditions for all members as required by law. The employer will comply with all Federal, State and local laws relating to working conditions, safety and health. Members will not be required to use any chemical agent provided by the employer that does not have an MSDS readily available. No disciplinary action will be given to any member that refuses to operate a vehicle, equipment, or to work in working conditions deemed unsafe by the member. Members will not be held defiant or insubordinate for refusing to participate in unsafe work practices including but not limited to the use of unsafe equipment or vehicles.

2. Neither the employer nor any person or agent on its behalf will encourage either tacitly or overtly that a vehicle in which a bargaining unit member is riding is to be driven in an unsafe manner.

SECTION 12.02– IMMUNIZATIONS

The employer will provide at no cost to members the following immunizations and testing:

1. Hepatitis B inoculation series (HBV)
2. Tuberculosis PPD testing/protection (purified protein derivative) yearly or clearance of active infiltrate by x-ray for those who have had a positive PPD test in the past,
3. Influenza Vaccine (Flu Shot) when available, (annually)
4. Covid-19 Vaccine and recommended boosters, when available
5. Any other immunization deemed necessary by the state/county Health Officer, OSHA or authorized governmental agency.

The employer will not require members to be vaccinated for any communicable disease, unless mandated by an outside government agency, state or federal law.

SECTION 12.03 – TOBACCO/SMOKE FREE WORKPLACE

In accordance with the NYS Clean Indoor Air Act (NYS Public Law Article 13, Section 1399n-x), smoking or the use of any tobacco-related product (chewing tobacco, smokeless tobacco and devices, and vapor cigarettes [e-cigarettes], etc.) will be prohibited in the workplace or in any Company owned vehicle. In addition, members are prohibited from tobacco use during any phase of any call, while engaged in any drill and/or training; or while dealing with the public. While otherwise representing the employer off premises, members shall comply with any laws or rules set forth in those locations, such as designated smoke-free hospital campuses. Members who smoke or vape in designated areas will clean up all by-products after use. Failure of the employer to enforce this policy is grievable. Supervisors are explicitly covered by this section and violations of this policy by supervisors and/or management is also grievable.

SECTION 12.03B – SMOKE CESSATION

The employer will sponsor a smoke cessation program with the assistance of affiliate hospital and/or health insurance provider to members who have completed one year or more of service to the company twice per year. The employer will pay the total cost for the program. Any member that does not finish the program will reimburse the employer for any cost of the program.

SECTION 12.04 – UNSAFE SCENE

If a crew is present at an unsafe scene, the crew may request the dispatch of appropriate emergency personnel, before rendering patient care. A member will not be ordered into an unsafe scene or situation. However, if a Supervisor after consultation with the crew and investigation of the scene determines that the scene is safe, the crew will perform its duties provided the Supervisor remains on the scene or appropriate emergency personnel have arrived and rendered the scene safe.

SECTION 12.05 – RADIOS AND COMMUNICATION DEVICES

The radio is the primary form of communications for Emergency crews (911 Contracts). Crews working in emergency response (911) systems will use the radio for all over-air traffic. The company's emergency and non-emergency vehicles will be equipped with a mobile radio capable of transmitting and receiving on the appropriate frequencies.

Each crew will be issued:

- One (1) portable radio per crew member, with an affiliated case, in working condition
- One (1) Secondary communication device (cell phone) per crew, capable of communicating with both dispatch stations and the on-duty supervisor.

Secondary communication devices are not to substitute the radio. The employer will maintain a sufficient, stable and accountable radio communication system in which crew members using a portable radio can transmit and receive communications anywhere in the 911 jurisdiction, clearly able to hear and be heard without resorting to a secondary system. Exceptions include: extreme weather events, terrorism events, or other such extremes.

Inability to communicate with a portable radio, except under extreme conditions, is unacceptable. If a member is unable to have highly effective communications via portable radio they should submit an incident report detailing the time, radio model and serial number and specific location of the failed communication attempt(s). Radios utilized in the outside systems must be held to these same standards. If members identify communications failures in the Outside Systems, the member shall notify the employer immediately, and the employer shall rectify the situation with the contract-holder without delay.

SECTION 12.06 – VEHICLE CHECK-OUTS AND OPERATIONS

ALS crews will have twenty-five (25) minutes and BLS crews will have fifteen (15) minutes from their shift start time to check their vehicles and gear unless municipal contracts dictate otherwise. Crews will respond to emergency calls during this time frame if all other available units have been exhausted. These times reflect the time needed to check the vehicle, not restock it. On-coming crews will not be disciplined for exceeding these time limits, provided that they are restocking or otherwise maintaining their vehicle and/or gear. The employer will ensure that equipment is readily available for restock. Members will not be held responsible for State Article 30 Part 800 violations related to vehicle or equipment, provided the employer is notified of the violations. Support services, as directed by the employer, will ensure that all vehicles are stocked and ready for use prior to member arrival. If a member is dispatched to a call prior to the time allotted for unit check out, the member will not be disciplined or otherwise held liable for not having the necessary equipment.

SECTION 12.07 – ON SCENE BACK UP

Crews requests for back up to assist in rendering patient care will not be unreasonably denied. Crew requests for back up for lifting assistance will not be denied.

SECTION 12.08 – VEHICLE SAFETY CAMERAS

The Employer reserves the right to use a vehicle monitoring system in its ambulances, except as is limited by this agreement or law.

The Employer will not utilize any audio recording functionality of the vehicle monitoring system. In the event that future changes in technology or some other unanticipated circumstance results in the need to activate the audio recording functionality of the vehicle monitoring system, the parties agree to bargain the impact of the proposed changes.

A dual-facing camera will be installed in the front compartment in a manner to capture a forward view of the vehicle and a view of the front compartment. Any recorded footage of the patient care compartment shall be considered “incidental” and not used for investigatory purposes. The employer may incorporate the backup camera into the recording system should the system allow for it.

The Employer will not access the video functionality of the crew cab camera for “real-time” surveillance of the employees. The Employer will not access the video functionality of the crew cab camera unless reviewing a harsh event notification or in response to a written complaint of unsafe conduct or other policy violation. The parties agree that a called-in complaint on a recorded line of the Employer may also be grounds for an investigation. In this circumstance, the Union will have access to the actual recording,

upon request. A maximum of thirty (30) seconds of drive cam footage may be accessed when investigating the primary caregiver on a call, for the purpose of determining who was responsible for writing the PCR. Any footage obtained for these purposes shall not lead to unrelated disciplinary action and any adverse events detected shall be considered incidental and not used for further investigatory purposes.

The Union understands that when activated by an event, the recorder captures a digital clip surrounding the event. Events are triggered by distracted driving, rolling stops, following too close, g-force (including but not limited to impacts, sudden swerves, rapid acceleration, or sudden deceleration), and/or manual activation ("emergency" button). The Union agrees that the Employer may use information captured on digital clips as a result of a drive cam triggering event up to ninety (90) seconds prior to the event, and up to ninety (90) seconds post event for the purposes of investigation and documentation. In the event of a vehicle accident involving another vehicle only, the Union agrees the Employer may use information captured on digital clips for a maximum of five (5) minutes post-accident.

When applicable, the Employer will meet with the employee(s) involved in drive cam events to assist in determining the cause of the activation(s). Drive cams may be used to counsel, train, educate and, when necessary, issue disciplinary action to employees for the avoidance of future, similar vehicle operation.

The Union understands and acknowledges that although the primary purpose of the drive cams is to ensure proper and safe driving practices and to defend potential litigation, it is understood that digital files may be used as documentation of driving circumstance. Any investigation of a driving violation will be conducted in accordance with the terms and conditions of the collective bargaining Agreement.

The Employer agrees that vehicle monitoring recordings, unless supportive of cause, shall not be used for corrective action(s).

The Employer agrees that if drive cam information is used as evidence to support disciplinary action as the result of an investigation, the affected employee(s) and appropriate Union representative(s) will be allowed to view the images and will be provided a copy upon request. Employees have the right to Union representation during investigations in accordance with labor law and the collective bargaining Agreement.

The following is a general description of how events may be classified. The assessment criterion includes, but is not limited to, these categories related to vehicle operation:

1. No risk: Triggered events where no risky behavior was present. This often is due to an event falsely triggered by high force, i.e. due to a pot hole or speed bump.
2. Collision: drive cams will notify the Employer if a collision has occurred.
3. At Risk Driving: This includes non-collision events that possibly demonstrate aggressive and/or poor driving skills, such as speeding, distracted driving and traffic violations that occur in non-emergency mode.
4. Manual Trigger: Events through which the 'emergency' button is pushed by the employee to manually capture an incident.
5. Positive Recognition Event: Events identified through event review or by recommendation, such as 'above average' driving skills (avoiding collision).

An employee who achieves a driving score of ninety percent (90%) or greater and does not incur a citation for an accident or disciplinary event associated with vehicle operation during any semi-annual

bonus period, measured from January 1 to June 30 and July 1 to December 31 of each year (the “Bonus Period”), shall be eligible for a safe driving bonus of eight (8) hours PTO if full time and four (4) hours PTO if part time, providing they meet the following criteria:

Full Time Employee: Worked the entire Bonus Period and drove at least fifty (50) hours during each calendar quarter in the Bonus Period.

Part Time Employee: Worked the entire Bonus Period and drove at least twenty-five (25) hours during each calendar quarter in the Bonus Period.

The employer will provide education to all affected employees prior to final implementation of the drive cam system. To qualify for the above bonuses, facial recognition technology will be utilized to properly identify the driving member. Members who wish to opt out of the facial recognition of the cameras, with the full understanding that those employees who opt out shall not qualify for the bonus or safety points, must complete the Employer supplied Facial Recognition Opt-Out Form.

The Employer shall operate drive cams in a manner consistent with Local, State and Federal law. Any image of a member captured on a vehicle monitoring system shall not be released or disseminated to any persons unless written permission has been granted by that member. The only exception shall be members of management or union involved in the investigation or defense of an incident or in response to a law enforcement investigation or subpoena.

SECTION 12.09 – MENTAL HEALTH SERVICES

A – CRITICAL INCIDENT STRESS DEBRIEFING

The Employer will offer at no expense to members a Critical Incident Stress Debriefing Service (CISD) through Hudson Valley Critical Incident Stress Management Team. The CISD System will be implemented at the member’s request for stress debriefings or post-traumatic stress syndrome. In the event of a traumatic event the duty supervisor must offer CISD to the involved crew prior to their going off-duty. At the crew’s option, they will choose to speak with the on-duty supervisor or wait for CISD. members will not be denied a request for CISD intervention.

B – PEER SUPPORT TEAM

The employer will allow the union to organize and run its own “Peer Support Team,” to provide peer-to-peer counseling to members, as needed and requested. The employer will assist the union in disseminating information regarding the Peer Support Team to employees and will maintain member confidentiality throughout this process. The Peer Support Team will not replace other necessary mental health resources for members.

C – EMPLOYEE ASSISTANCE PROGRAM (EAP)

To assist members and their families in addressing personal issues*, the employer shall provide an Employee Assistance Program (EAP) free of cost for all members and their eligible dependents.

*Typical issues that can be addressed are listed below, though the program is not limited to these issues:

- Alcohol abuse
- Prescription drug abuse

- Illegal substance abuse
- Behavioral problems
- Marital problems
- Mourning and grieving
- Anger Management
- Crisis support (assault, rape, etc.)
- Traumatic incidents
- Stress
- Financial problems
- Legal problems

Calls to the EAP are handled by professional counselors and are strictly confidential. The company shall not be informed of who uses the EAP and for what purpose.

In addition to the above, the EAP also provides numerous tools and resources that do not require contacting a counselor, and employees may access these resources remotely at any time, from anywhere.

At the time of signing of this contract, the EAP can be accessed in the following ways:

<https://MetLifeEAP.lifeworks.com/>

Username: metlifeeap

Password: eap

Phone number: (888) 319-7819 (Option 2)

D – MENTAL HEALTH LEAVE OF ABSENCE

Members may take an emergency unpaid leave of absence, outlined in Section 11.13 of this agreement, for the management of an acute mental health crisis provided that they do not qualify for one of the available paid state programs (i.e. Sick Leave, FMLA, Disability etc.). Members requesting a leave for this reason may be exempted from the one (1) year of service stipulation in that section. Members requesting such leaves shall contact the Senior Director of Operations and/or the Director of HR to explain the circumstances for their request, and the time frame requested. Requests for unpaid mental health leaves of absence will not be unreasonably denied.

ARTICLE 13 LAYOFF AND RECALL

SECTION 13.01 – LAYOFF

In the event of a layoff within a job classification, probationary members will be laid off first in reverse order of their seniority, followed by non-probationary members in reverse order of their seniority. If necessary, Paramedics will be given the opportunity to downgrade to EMT status and a pay rate comparable to the same rate agreed upon in this contract to the same EMT Years of Service and placed in line based on their date of hire.

SECTION 13.02 – RECALL

The most senior qualified laid off member will be recalled first. No new member may be hired until all qualified laid off members have been offered recall up to one year from the layoff date. Members will have up to three (3) business days to respond with an acceptance or rejection of said offer.

SECTION 13.03 – ADVANCE NOTICE OF REDUCTIONS

The employer will notify the Union and affected members in a layoff situation as far in advance as possible and at least thirty (30) days prior to the effective date. The employer will not deny the affected members from obtaining gainful employment from other companies named as competitors by the employer and such employment will not affect the member's chances for recall. The Human Resources Department will make every attempt reasonable to assist employees who are affected by a layoff to provide the necessary resources available in an effort to help these employees seek gainful employment.

SECTION 13.04 – SEVERANCE PAY

All members laid-off for eight (8) weeks or more will receive forty (40) hours pay for every year of service at the member's most recent hourly rate. A member having received severance pay will not diminish the member's right to recall as specified elsewhere in this contract.

ARTICLE 14 SUBSTANCE ABUSE

The employer is committed to providing a safe, healthy, and work-efficient environment for its employees, patients, customers, and the general public. The employer's operations involve the safety and well-being of thousands of persons dependent upon its services, and it is essential that all employees be alert and in full possession of their faculties when performing job duties. To ensure the highest quality of patient care and a safe and effective work environment, the employer requires ALL members to report to work unimpaired by alcohol and drug use. The abuse of drugs and/or alcohol is an unsafe and counterproductive practice and will not be tolerated by the employer. The employer prohibits the illicit use, possession, sale, purchase, transfer, conveyance, distribution, or manufacture of alcohol, illegal drugs, or controlled substances in any amount or any manner in the workplace, including during working hours, on company premises, while driving on company business or while engaged in any company activities. This does not include the authorized use of alcohol in moderation at certain company-sponsored events or when otherwise authorized by the company for employees who are at least twenty-one (21) years old. Members who choose to drink alcohol when approved must remember that all policies regarding expectations of conduct and professionalism apply fully at these events. Moreover, the consumption of alcohol by members is prohibited within Eight (8) hours of reporting to work.

The legal use of prescribed or over-the-counter drugs is permitted on-the-job only if it does not impair a member's ability to perform their job effectively and in a safe manner that does not endanger the member or other individuals in the workplace. Members must inform their supervisor and Human Resources if they are taking medication that could impact their ability to safely perform their duties. Fit-for-duty protocols based on the member's physician's restrictions may be implemented in these circumstances.

In accordance with applicable law, the employer reserves the right to take any lawful actions necessary to enforce this policy including, but not limited to:

- Requiring applicants and/or members to be screened for illicit drug use and/or inappropriate alcohol use as it deems necessary, including pre-employment, post-accident, for cause/suspicion, random, and follow-up testing, and searching Company property, including desks or other suspected areas of concealment, as well as an employee's personal property when the Company has reasonable suspicion to believe that this policy has been violated. Reasonable suspicion results from the objective observations of a Supervisor or crew member.
- The member will be sent home until the test results have been received by Human Resources. A drug and/or alcohol test based on reasonable suspicion is not to be construed as disciplinary action; rather, it is an attempt to gather objective data. Members testing negative for drugs and/or alcohol shall be made whole for any scheduled hours missed. Any member refusing to submit to testing may be immediately terminated

Members are prohibited from consuming any alcohol for eight (8) hours following an accident or until tested.

At least 25% of all members will be drug tested on an annual basis. A confidential lottery program will randomly select all members. The Human Resources Director will sign the record containing the names of members drawn, attesting that members were randomly selected for drug testing by the lottery program. The confidential lottery program is the sole responsibility of the Human Resources Director.

Drug and alcohol testing will be accomplished at a medical facility by an independent certified testing laboratory, under contract with the employer to provide these services or at Empress Limited Service Laboratory. Drug and alcohol testing performed at Empress Limited Service Laboratory will be conducted by a non-union member who has been trained and authorized by the Director of Mobile Integrated Health or The Director of Quality Assurance. Testing shall be conducted in accordance with the testing facility's procedures. Members whose drug tests are reported as positive by the laboratory will be contacted by a Medical Review Officer at the facility who is responsible to confirm the test as positive.

The member will be afforded the opportunity to have the split sample re-tested at his/her own expense if a positive drug/alcohol test is yielded. The employee can choose to have this done at a medical facility or an independent certified testing laboratory under contract with Empress or to be allowed one (1) retest at the Empress Limited Service Laboratory. The Medical Review Officer's confirmation of the test(s) as positive will be recognized as acceptable documentation and final determination and may result in the termination of the member.

Any violation of this policy, including testing positive for drugs/alcohol, refusal to take a required screen, or tampering with or falsifying a screen, will result in disciplinary action, up to and including termination. Because of the safety-sensitive nature of the company's business and the trust the public must have in their ability to safely deliver services, the policy is one of zero tolerance.

The Human Resources Director will maintain all records pertaining to the administration and results of

this substance abuse testing procedure. The results of a drug test will remain confidential except where required by law.

The employer will provide educational materials and programs on the dangers of illegal drugs to its members periodically and provide information on counseling and rehabilitation services to members with problems and notify funding agencies pursuant to the Anti-Drug Abuse Act of 1989 when a member is convicted of a drug offense that occurs in the workplace.

Although the policy against substance abuse in the workplace is strict, the employer recognizes that substance abuse can be a condition that can be successfully treated. If a member believes that substance abuse is a problem for them, they are encouraged to get confidential professional help. A member with a substance abuse problem is required to maintain the same standards of conduct and performance as all other employees but will not be disciplined solely for admitting the need to seek help. The employer may provide an unpaid leave for an employee to enroll in an appropriate rehabilitation program, consistent with the Company's leaves of absence policies outlined in Section 11.13 of this agreement.

To the extent permitted by applicable state law, all aspects of this policy apply fully to the use of marijuana, even when used for medicinal purposes. Members seeking accommodation for lawful and prescribed use should contact Human Resources to determine what, if any, accommodations are available based on the member's physician's defined restrictions. In making these determinations, safety in the workplace and adherence to applicable laws is the priority.

At the time of signing, marijuana remains illegal at the federal level, and the employer is bound by federal laws which may supersede state law. Should any federal, State, County or city laws regarding the legal use of substances change after the signing of this agreement, the parties agree to meet and bargain over the impact of these changes.

ARTICLE 15 JOB SECURITY

The employer will not use non-bargaining unit members and supervisors as provided in this Agreement, for work customarily or routinely performed by members. In the event of a bona fide emergency, non-bargaining unit members may be utilized until the emergency ceases up to ninety (90) days.

ARTICLE 16 DISCIPLINE

SECTION 16.01 – DISCIPLINE

The employer will have the sole right to discipline for just cause. The employer will follow a progressive disciplinary practice as a guideline to assigning disciplinary actions and will be limited to, verbal warnings, written warnings, suspension without pay, remediation, driver restriction, reassignment within supervised divisions, and/or discharge. There are, however, situations, which due to the severity of the infraction may result in a change to the progression of discipline.

The employer may suspend a member, without pay, pending investigation for no more than three (3) consecutive days. Upon completion of the investigation, the employer will pay the member all salary owed if no disciplinary action has been taken.

Members shall be notified by the employer, via email, of possible disciplinary action being taken against them, no more than ten (10) business days after management became aware of the incident leading to the discipline. Members will be reminded of their right to obtain union representation at the time of notification. Notifications received more than ten (10) business days after the incident occurrence will be considered invalid. Upon receipt of this notification of disciplinary hearing, members shall have three (3) business days to schedule a meeting to discuss the incident. The meeting shall be scheduled no more than ten (10) business days after receipt of notification.

The employer will notify the Union in writing within three (3) business days for any disciplinary action taken and state the reason(s) for the disciplinary action.

The employer may maintain disciplinary records on file as part of the member's employment history not longer than:

- Verbal Warnings 12 Months
- Written Warnings 12 Months
- Suspensions 18 Months

In the event of a termination, said termination, by decision of the union, may be processed directly to arbitration.

SECTION 16.02 – EXCESSIVE CALL-OUT POLICY

The company will track all members' unscheduled absences (call outs). The following is the policy for calling out of work:

Members calling out must give at least two (2) hours' notice before the commencement of their shift. Any member who fails to give this two-hour notice may be subject to discipline and may likewise cause a holdover for the member they were scheduled to relieve (See Section 7.07). Any member who fails to call or report to work as scheduled will be considered a No Call/No Show (NC/NS) and will be immediately suspended. Consecutive NC/NS days will be viewed as job abandonment. Members may call out for unscheduled absences, and utilize their available paid time for the following reasons:

1. Sick/ Safe Leave: Members shall only use their Sick or Safe leave for the approved reasons outlined in Section 11.07A. Sick and Safe Leave can be utilized up to the amount allowable by Law. Any sick events that will lead to a member exceeding this amount, shall require the member to provide a properly formatted doctor's note.* Three or more consecutive days of illness will also require the member to provide a properly formatted doctor's note to the employer before being allowed to return to work.
2. Unscheduled Emergency Absence: Members may utilize their PTO for unscheduled absences due to an unforeseen emergency (i.e. burst pipe, car breakdown etc.) for a maximum of two (2) events within the year-long period between the member's Date of Hire/Date of Upgrade, provided they provide evidence of the emergency.

The following may lead to disciplinary action for unscheduled absences:

1. Any member who gets denied a scheduled day off but subsequently calls out will be required to produce a properly formatted doctor's note for their absence
2. Any member who calls out sick prior to or after a scheduled vacation unless they produce a properly formatted doctor's note for their absence
3. Any member who calls out for Sick or Safe leave in excess of their allotted NYS Sick leave annual accrual amount, without producing a properly formatted doctor's note or legal documentation regarding the Safe Leave absence.
4. Call outs in excess of (1) per 500 hours worked for non-illness related absences.

Any call out that requires a Doctor's note must be submitted to the Director of HR or their designee, prior to the start of their next scheduled shift.

Any member who has an existing or new chronic medical condition that will affect their attendance must immediately report it and give documentation to the Human Resources Department. Any information shared with Human Resources (HR) will be kept confidential and placed in a separate medical folder in the member's file. It is the member's responsibility to update the Human Resources Department if their condition changes. Each member's condition will be reviewed by the Human Resources Department on a case-by-case basis and shall not be disciplined for attendance if their new condition is the cause of the excessive status.

Eligible FMLA or PFL leave will not be the basis for disciplining members under this policy.

SECTION 16.03 – PERSONNEL FILES

Upon request, members will have reasonable access during regular business hours to their own personnel files. Members can authorize, in writing, the release of documents and information from their own personnel file to a third party. Within Three (3) business days of their request, a member will receive a copy of any document in their own personnel file.

Member's will promptly provide changes in personal information (licenses, address, email addresses, etc.) to Human Resources. A separate medical file will be maintained for each member for the purpose of tracking immunizations, PPD, and Hepatitis testing as required by law.

SECTION 16.04 – WORKPLACE HOSTILITY

Members will not be made to endure a hostile work environment. Workplace hostility, includes but is not limited to: verbal and non-verbal expressions of aggression, obstruction, bullying, physical violence, and sexual harassment. Workplace Hostility will be condemned by the employer and the Union. Employees creating a hostile work environment will be remediated and/or disciplined up to and including termination. The same standards will apply to members and non-members. The employer will provide the necessary training for prevention of workplace hostility and/or harassment to all employees of the company, annually.

The following represents the Workplace Hostility policy of the company:

Empress is an Equal Opportunity Employer and as such, is committed to providing a work environment free of discrimination, harassment, bullying, disrespectful or other unprofessional conduct by or toward

an employee, those in a supervisory or leadership role, or a third party (patients, vendors, contractors, applicants for employment, etc.) for any reason, including, but not limited to:

Race

Religion

Color

Sex/gender (including pregnancy, childbirth, breastfeeding, or related medical conditions); gender identity or expression; transgender; and sexual orientation

National origin

Ancestry

Physical or mental disability

Genetic information/characteristics

Age

Military or veteran status

Any other basis protected by federal, state, or local law or ordinance, or regulation

Empress also prohibits discrimination, harassment, bullying, and disrespectful or unprofessional conduct based on the perception that anyone has any of these characteristics or is associated with a person who has or is perceived as having any of these characteristics.

Our commitment to equal employment opportunity and providing a workplace free of such conduct applies to all aspects of employment including hiring, promotion/transfer, compensation, benefits and perks, training, performance management, discipline, termination, and all other terms and conditions of employment.

The conduct prohibited by this policy includes conduct in any form, whether verbal, non-verbal, visual, written, or physical. This includes, but is not limited to, e-mail, voice mail, internet activity, text messages, pictures, images, objects, writings, words, gestures, or physical contact.

In general, discrimination and harassment can be defined as conduct that disparages or shows hostility, aversion, or disrespect toward a protected status. It can take many forms, including epithets or slurs; threats; derogatory names, comments, objects, or visual depictions; jokes or teasing; and other verbal, nonverbal, written, visual or physical conduct that is based on a protected status.

Sexual harassment in particular can include a range of subtle or blatant behaviors and may involve individuals of the same or different gender. It can be generally defined as unwelcome sexual advances, requests for sexual favors, and/or conduct of a sexual nature including, but not limited to, sexually related images, jokes, teasing, uninvited touching, or other sexually related conduct where such conduct: is made explicitly or implicitly a term or condition of employment; is used as a basis for an employment decision; and/or unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive environment.

Sexual harassment does not need to be motivated by a sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender, gender identity or expression, or sexual orientation can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Additional examples of sexual harassment include:

Physical acts of a sexual nature, such as:

Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body;

Rape, sexual battery, molestation, or attempts to commit these assaults.

Unwanted sexual advances or propositions, such as:

Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits or detriments;

Subtle or obvious pressure for unwelcome sexual activities.

Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.

Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

Sexual or discriminatory displays or publications anywhere in the workplace, such as:

Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

Hostile actions were taken against an individual because of that individual's sex, sexual orientation, gender identity, or the status of being transgender, such as:

Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;

Sabotaging an individual's work;

Bullying, yelling, name-calling.

Courteous, mutually respectful, pleasant, non-coercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

Harassment, whether sexual or based on another protected status, is not limited to the physical workplace itself. It can occur while employees are traveling for business or at Company-sponsored events. Calls, texts, emails, and social media usage by employees can also constitute workplace harassment, even if they occur away from the workplace, on personal devices, and/or during non-working hours.

Individuals in a supervisory and/or leadership capacity are expected to have a high level of consciousness regarding this policy and must promptly report to Human Resources any potential incidents of harassment or discrimination. Specifically, concerning sexual harassment, no supervisor, manager, or officer shall threaten or insinuate either explicitly or implicitly that any individual's submission to or rejection of sexual advances will in any way influence any personnel decisions regarding that person's employment, evaluation, wages, advancement, assigned duties, shifts, or any other term or condition of employment.

Individuals must remain mindful that when conduct that may violate this policy occurs, it is not the intent of the person(s) engaging in the conduct that matters. Rather, it is the nature of the conduct, how that conduct is perceived, and the impact that conduct has on others that matters. Additionally, a victim of discrimination, harassment, or other similar conduct does not have to be the intended recipient or target of the behavior. It can be anyone who finds the behavior offensive and feels affected by such behavior.

If you believe you have been subject to conduct prohibited by this policy or become aware of such conduct, you should report the situation immediately to your supervisor, department head, Human Resources, or any member of management with whom you feel comfortable. If you are not comfortable reporting your concerns directly, our Ethics Hotline (844-775-8747) is also available to you. This applies whether the party involved is an employee, someone in management, a patient, a vendor, or any member of the public with whom you come in contact as part of your employment. Anyone witnessing or receiving a report about possible harassment must report the situation to Human Resources immediately.

Empress will investigate all reports promptly and fairly and in accordance with any legal requirements. The Company will maintain confidentiality to the extent possible; however, we cannot promise complete confidentiality. Our duty to investigate and take appropriate action may require the disclosure of information to individuals with a need to know.

If Empress determines that discrimination, harassment, retaliation, or other prohibited conduct has occurred, appropriate action will be taken by the circumstances involved. This may include disciplinary action, up to and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

Retaliation or adverse action will not be taken against an employee who, in good faith, reports or participates in an investigation under this policy. Retaliation occurs when an employee experiences a negative consequence because they, in good faith, filed a complaint or participated in an investigation. Retaliation is illegal and will result in disciplinary action, up to and including termination, even if no evidence of harassment discrimination or related conduct is found.

Empress takes its commitment very seriously to provide an environment free of harassment, discrimination, and retaliation, and our policy is meant to ensure employees feel comfortable asking questions or raising concerns. You are encouraged to contact your supervisor or Human Resources for any questions or concerns. You may also seek additional information about harassment and discrimination from the federal Equal Employment Opportunity Commission as well as the applicable state agency. Nothing in this policy is intended to prevent an individual from pursuing formal legal remedies or resolution through local, state, or federal agencies or the courts.

Empress's commitment to providing a workplace free of harassment and discrimination is unwavering, and it is the responsibility of every single one of us to foster a welcoming and respectful environment that is aligned with this commitment.

SECTION 16.05 - SOCIAL MEDIA POLICY

The following is the company's social media policy:

Social media includes all means of communicating or posting information or content of any sort on the internet, including your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or chat room, whether or not associated or affiliated with Empress, as well as any other form of electronic communication. Empress neither encourages nor discourages employees' personal use of social media, but employees must be mindful of how that use can impact the workplace.

The same policies, principles, and guidelines found throughout this Handbook apply to your activities online. Ultimately, you are solely responsible for what you post online. Keep in mind that any conduct that adversely affects your job performance, the performance of other employees, or otherwise adversely affects patients, suppliers, people who work on behalf of Empress, or the Company's business interests may result in disciplinary action, up to and including termination, as well as inappropriate postings that may include discriminatory remarks, harassment, threats of violence, or similar conduct. This is true, even if the conduct occurs away from the workplace, on non-working time, and using non-Company systems and devices. Remember, nothing is truly private on the internet, so there is always the possibility that your activity can be viewed by or shared with Empress.

When using social media, maintain the confidentiality of Company trade secrets and private or confidential information, including patient information. Do not post internal reports, policies, procedures, or other business-related confidential communications.

It is recognized that employees have a right to their points of view; however, personal views may conflict with official Company policy. To minimize the possibility that your views are attributed to Empress, do not create a link from your social media to the Company's website or pages or postings regarding the Company without identifying yourself as an employee of Empress, and when expressing your views, be clear that they are your personal opinions and that you are not a spokesperson for Empress and are not speaking on our behalf. Additionally, the Company's name or logo may not be used for commercial purposes or as a suggestion that your activity is endorsed by or is on behalf of Empress.

Social media may not be used while on working time or equipment provided by the Company unless it is work-related, is part of your duties, and is authorized by management.

Do not use your Empress email address to register on social networks, blogs, or other online tools utilized for personal use, and personal social media pages should not be used to conduct Empress-related business. Similarly, you should not use Empress-sponsored sites directed to current or prospective customers, vendors, or investors to solicit for or promote, or engage in other activities on behalf of, unrelated organizations, including but not limited to, personal business ventures, charities, political campaigns, religious groups, or other membership organizations.

While social media is extremely popular, managers in particular should be mindful of their use of such platforms, avoiding situations that could, or could even be perceived as compromising their judgment, and the ability to make objective business decisions or undermine Empress's culture. While not specifically prohibited, managers are discouraged from "friending" those they supervise, and no employee should ever feel compelled to send or accept "friend" requests from anyone within the

Company.

Nothing in this policy is intended to restrict or prohibit employees from engaging in protected, concerted activity under the National Labor Relations Act.

ARTICLE 17 GRIEVANCE AND ARBITRATION

Definition of Grievance:

For the purpose of this Agreement, the term “grievance” is defined as a dispute between the employer and the Union regarding the application or interpretation of any provision of this Agreement. Grievances and demands for arbitration not processed within the time limits set forth below are waived. Grievances not responded to within the time limits set forth below will be considered denied so as permitting submission to the next step.

Settlement Procedure for Union Grievances:

Should the Union have any grievance during the term of this Agreement, the following procedures will be followed:

Step 1: A grievance will be presented to the Senior Director of Operations or his designee within five (5) business days of the completion of the discipline process and the grievance will be produced in writing by the Union setting forth the basis of the grievance and the remedy sought. The parties will observe a five (5)-business day settlement period in which the parties agree to informally make every effort to settle such grievance. In the event the grievance is the result of a discharge, the parties will proceed directly to Step 2.

Step 2: In the event the grievance is unresolved within the five (5) business day settlement period the Union representative will present the grievance to the Senior Vice President or his/her designee within five (5) business days, who will hold a meeting within five (5) business days of its receipt or an agreed upon date. The Senior Vice President or his/her designee will furnish a written decision on the grievance to the Union within ten (10) days of the meeting. If the Senior Vice President or his/her designee does not submit a written decision within ten days (10) of the meeting, the grievance automatically moves to step 3.

Step 3- In the event the grievance is not settled after Step 2, the Union may submit the grievance to arbitration. A request for arbitration will be made within Ten (10) days from the receipt of Management’s Step 2 answer or the expiration of the ten (10) day response period. Arbitration will be submitted by filing a written demand for arbitration with the American Arbitration Association (“AAA”). An arbitrator shall be selected in accordance with AAA procedures and an arbitration hearing shall be conducted in accordance with its Labor Arbitration rules and the terms of this agreement.

Settlement Procedure for Management Grievances:

Should the employer have any grievance during the term of this Agreement, the employer will: (1) Attempt to resolve the matter through consultation with the union representative: and (2) If not resolved may submit its grievance according to step 3 above

Authority of Arbitrator:

The arbitrator’s authority shall be limited to resolution of the particular issue(s) submitted to the

arbitrator by the Union and the Employer and the authority conferred by this agreement. The arbitrator shall have no authority to alter, change, ignore, delete from or add to the provisions of this agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented by the parties, the decision of the arbitrator shall be final and binding on the parties.

The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents and things at the arbitration hearing. The arbitrator shall also have the authority to resolve any pre-hearing motions presented by either party.

Arbitration Expenses:

The fees and expenses of the arbitrator will be borne equally by the parties. Each side will pay the expenses, which it may incur in preparing or presenting its case

**ARTICLE 18
MANAGEMENT RIGHTS**

Except as mutually agreed upon in this agreement otherwise provided, the employer retains the exclusive right to hire, promote, demote, assign, transfer, layoff, direct and schedule its members including overtime; to plan, direct and control its operations: to subcontract, discontinue, reorganize or combine services, positions or operations: to discharge, suspend or otherwise discipline a member for just cause; to promulgate rules and regulations: to introduce new or improved methods or facilities; and in all respects carry out the ordinary and customary functions of Management.

**ARTICLE 19
NO STRIKE OR LOCKOUT**

Neither the union, its officers, employees nor any member will, directly or indirectly, cause, engage or participate in a strike, sympathy strike, work stoppage, work interruption, work interference, slowdown, or boycott or refusal to cross any picket lines during the life of this agreement or any extension thereof.

In consideration of the Union's commitment as set forth above, the Company shall not lock out employees during the term of this agreement. However, shutting down Employer operations, or any part thereof or for any economic reasons, or because of a breakdown or cessation of operations for a cause beyond the control the employer shall not be considered a lockout.

Should a member or group of members unilaterally or independently engage in any of the aforementioned activities, the union will promptly notify such Members in writing of its disapproval and of this section, and instruct such members in writing to cease such action immediately. Any member or group of members who engage in the aforementioned activities or who in any way violate the provisions of this article, may be discharged or otherwise disciplined. Any violation of the terms and provisions of this article by the Union, its officer, employees, members or group thereof is subject to the jurisdiction of the courts and the employer may seek to enforce the terms of this article by injunctive proceedings in the courts.

Copies of such notice will be furnished simultaneously to the employer.

ARTICLE 20 MISCELLANEOUS

SECTION 20.01 – SEVERABILITY

This Agreement shall be subject to all future and present applicable federal and state laws. Should any provision(s) become unlawful by virtue of the declaration of any court of competent jurisdiction or administrative agency, such action shall not invalidate the entire agreement. Any provisions of this agreement not declared invalid shall remain in full effect for the life of the agreement or any extension thereof. If any provisions are held invalid, the parties hereto shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

It is understood and agreed upon by both labor and management that if any provision of this Agreement or the application of such provision to any person or circumstances will be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances will not be affected therein.

SECTION 20.02– AMENDMENTS

Amendments to the Agreement will be in writing and duly executed by all parties. Amendments to this agreement shall bear the signatures of at least two (2) members of the local executive board.

SECTION 20.03 – ZIPPER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter which may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement contains the entire understanding, undertaking and agreement of the employer and Union after the exercise of the right and opportunity referred to herein and finally determines all matters of collective bargaining for its term.

SECTION 20.04 – NOTICE TO PARTIES

Any notice to be served on the employer under this agreement will be mailed to the Director of Operations, or his/her designee, by certified mail at 722 Nepperhan Avenue, Yonkers, New York 10703 or delivered to the Director of Operations, or his/her designee, or faxed to the Director of Operations, or his/her designee, at (914) 965-0916. Any notice or decision required to be served on the Union under this agreement will be mailed to the Union by certified mail at the Unions' designated mailing address and to the president of the union.

SECTION 20.05 – LABOR/MANAGEMENT MEETINGS

The employer and union will meet quarterly or a time frame mutually agreed upon to conduct labor/management meetings. These meetings will be used to discuss issues and concerns affecting the business and labor force.

ARTICLE 21 DURATION

The foregoing Agreement between the employer and the Union will continue in full force and effect from January 1, 2023 through to December 31, 2026 and will be automatically renewed from year to year thereafter, unless a party desiring to terminate or modify this Agreement will so notify the other party in writing, at least ninety (90) days prior to the expiration date of this Agreement. All Memoranda of Understanding signed previously to this document's ratification are considered null and void.




For Empress Ambulance Service, **Michael Minerva, Sr.**

Date: 2/8/23



For Empress Ambulance Service, **Scott Holland**

Date: 2/8/23



For IAEP Local R2-20, **Alanna Badgley**

Date: 2/8/2023



For IAEP Local R2-20, **Christopher Dineen**

Date: 2/8/23