

Empress Ambulance Service, Inc.

and



**International Association of EMT's and
Paramedics**

a division of the National Association of Government Employees

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AGE OUT (AO) CLAUSE
DURATION

This Agreement has been entered into this the 1st day of January, 2013, by and between Empress Ambulance Service, Inc. ("Employer") having its principal office at 722 Nepperhan Avenue, Yonkers, NY 10703 and with the International Association of EMT's and Paramedics, a division of the National Association of Government members ("Union"), 159 Burgin Parkway, Quincy, Massachusetts 02169.

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 (EMT's), Paramedics (AEMT), Support Services personnel (EMTs), Dispatchers (EMT's and Paramedics) ("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 UNION RIGHTS

SECTION 2.01 – 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 2.02 – NEW HIRES

The Employer will furnish the Union, via mail to local 20’s designated postal address and/or via email to the President’s designated email address with the names and addresses, primary phone numbers and 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 (with in (5) business days) via mail to local 20’s designated postal address and/or via email to the President’s designated email address.

SECTION 2.03A – 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 same to the Union. All payments will be made to the union’s National and Local branches, ~~net at the end of each payroll period~~ monthly net 7. A member’s individual, voluntary, written, and unrevoked check off authorization for entry into the bargaining unit, will be submitted from a designated steward to the ~~Operations Administrative Assistant~~ 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. Dues deducted from member's pay will be submitted to the union's Local within Seven (7) days from the end of the payroll period for which the dues have been deducted and sent to;

I.A.E.P.
____ P.O. Box 1152
____ Yorktown, NY 10598

NAGE
159 Burgin Parkway
Quincy, Ma 02169

The Employer also agrees to send, to the Local, a copy of the check-off sheet and total deducted Union dues sent to the above address. This information will be sent to the Treasurer of the Local via mail to the locals designated postal address and emailed to the treasurer of the Locals designated email address. A members change in status from full time to per diem or per diem to full time will not require a new membership card, and the Union will be notified by mail to the Locals designated mailing address and/or emailed to the treasurer of the Locals email address of all such changes in status.

SECTION 2.03 (B) – 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 2.03(A).

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 2.04 – 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 2.05 – 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 ~~2~~ 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 2.06 – 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 company's business or the performance of work by any member. The Union will be notified ~~one (1) week~~ fourteen (14) days prior to the date of the orientation meeting for new employees and upon request will be provided with Sixty (60) minutes to meet with new employees. The union acknowledges that in cases of expedited orientation classes, notification times may be shorter.

SECTION 2.07 – BULLETIN BOARDS

The Employer will provide one glass enclosed locking bulletin board for the Union's use at ~~its Yonkers work~~ 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. ~~when and where the electronic schedule becomes or is not available.~~
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 2.08 – STEWARDS

The Union will have the right to designate ~~5 stewards or one steward per 30~~ the appropriate number of stewards to represent the bargaining unit members. ~~The Union will notify the employer in writing within five (5) business days of the names for each and all additional Stewards.~~ 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. On a quarterly basis, the union will provide the employer with an updated list of stewards including phone numbers and email addresses. 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 should ~~not~~ be scheduled with the ~~Vice President~~ Director of Operations and Vice President of Operations, respectfully and should not be scheduled while on duty.

SECTION 2.09 – UNION BUSINESS LEAVE

~~Two (2)~~ Five (5) 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. 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. Request for leave will be made as provided for personal time in Section 7.10.

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's operations. Up to one (1) bargaining unit member will be granted a leave from duty for up to thirty (30) unpaid days, 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 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 3

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 at the completion of one hundred and eighty (180) days and or at more frequent interval of evaluation at the employer's discretion.

Probationary members will be scheduled for thirty-six (36) 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 Ninety (90) days
- Holiday Worked time benefit(time and a half)- After completion of ~~Ninety (90)~~ Thirty (30) days

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 4 SENIORITY

SECTION 4.01 – 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.

SECTION 4.02 – 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. EMT s, 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. These awards will be retroactive to the beginning of the member 's date of hire with the Company.

SECTION 4.03 – 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
5. Failure to Return from a leave of absence

ARTICLE 5 WORKING CONDCTIONS

SECTION 5.01 – JOB OPENINGS

If a job position is open within the bargaining unit, it will be posted for Fourteen (14) days at all workstations. In addition, notice of the opening will be ~~enclosed with member paychecks~~ posted on the electronic scheduling system. The most senior 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. The next most senior member who apply within the posting period with sufficient ability, qualifications and experience according to management’s discretion will be offered the open position.

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 open during this initial ninety (90) day period.

SECTION 5.02 – WORK SCHEDULE

The Weekly and permanent monthly schedule will be posted for review on ~~e-schedule~~ electronic scheduling system upon completion. The Weekly work schedule will be posted by 1200 on every other Thursday prior to the start of the next scheduling period ~~at the main operations center~~ on the Electronic Schedule System. Permanent shift vacancies will be posted by 0900 on the first Wednesday of the month ~~at all work stations and the main operations center~~ on the electronic scheduling system. Members can bid on these shifts using the appropriate employer supplied form except shifts designated as FTO shifts in Section 6.02. All bids must be submitted by the member to the scheduling coordinator by no later than 0800 on the first Tuesday of the month.

The Employer will post copies of the monthly work schedule, on the ~~first~~ following Wednesday of the month ~~at our main operation center~~ on the electronic scheduling system. Members on an approved leave of less than 42 days may bid on shifts by telephoning the Asst. Director of Operations, or his/her designee at a time set by the employer only if the member has a set return to work date. Supervisors will bid on these shifts after all bargaining unit member bids have been fulfilled.

All full time members will work between thirty-six (36) and forty (40) permanently scheduled hours. No full time members will be scheduled to work more than twenty-four (24) consecutive permanently scheduled hours. No member will be able to work more than twenty-four (24) hours in a thirty-two (32) hour period. 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/or via mail to the locals designated mailing address, 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.

The following are the qualifications for bidding on permanent shifts:
Paramedic system criteria:

Mount Vernon EMS	3 Months Class A
Pelham (fly car) EMS	1 year Class A
Yorktown EMS	1 year Class A

Yonkers EMS/SSM	Minimum 8 hours per week*
Casino	6 months Class A
Mount Vernon EMS	3 Months Class A
New Rochelle EMS	6 Months Class A
White Plains EMS	6 Months Class A
Pelham (fly-car) EMS	1 year Class A
Yorktown EMS	3 year Class A
Yonkers EMS/SSM	Minimum 8 hours per week*
Casino	6 months Class A
Montefiore 911	See Subsection C
WMC	See Subsection B

* No weekly SSM minimum requirement for Paramedic members with a minimum of 4 2 years' experience as a Paramedic with the company. All Paramedics members with more than 4 2 years' experience with the company must complete a Yonkers SSM shift twice (2) annually (minimum of 4 month apart) up to 15 years with the company as a condition of employment. if a particular contracts deems it necessary.

The following are the qualifications for bidding on permanent shifts:
EMT system criteria:

Yonkers BLS TAC/SSM	3 months
Yonkers ALS EMS/SSM	6 months
Critical Care	6 months
Pelham/Mount Vernon	3 months of ALS 911 experience
Casino Detail	3 Months
Hawthorne EMS	6 Months
Peekskill EMS	6 Months
Yonkers SSM	Minimum of 6 schedule hours*

Yonkers BLS TAC/SSM	3 months
Yonkers ALS EMS/SSM	6 months
Critical Care	6 months
Mount Vernon	3 months of Yonkers ALS 911 experience
New Rochelle	3 months of Yonkers ALS 911 experience
White Plains	3 months of Yonkers ALS 911 experience
Casino Detail	3 Months
Hawthorne EMS	6 Months
Peekskill EMS	6 Months
Mohegan EMS	6 Months
Yonkers SSM	Minimum of 6 schedule hours*
Montefiore 911	See Subsection C
WMC	See Subsection B

* No weekly SSM minimum requirement for EMT members with a minimum of 3-2 years' experience with the company. All EMT members with more than 3 2 years' experience with the company must complete a Yonkers

~~SSM shift twice (2) annually (minimum of 4 month apart) up to 15 years with the company as a condition of employment-if a particular contracts deems it necessary.~~

Members will only bid on shifts for which they are qualified to work. Members will be given credit towards the above qualifications based on previous experience and attendance at Management training classes. Should any qualifications change or any additions or deletions occur, the company shall notify the union in writing and shall bargain with the union over any identifiable impacts.

~~The Employer has the sole right to change the above qualification after notifying the Union, via email to the president of the local's email address and within three (3) business days and/or via mail to the local's designated mailing address, however members who were previously qualified for a position will not be disqualified under the terms of any prevailing contract or state certifications. If a new contract, division or work station, is acquired, the employer will set the qualifications for the new shifts after notifying the Union,, via email to the president of the local's email address and within three (3) business days and/or via mail to the local's designated mailing address. members who have prior work experience in the job classification will be given credit toward these qualifications.~~

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.

The Employer will notify the Union to either bid using the current procedure or open up the schedule for a new shift bid in the event of the loss/closure of any of its divisions (~~currently consisting of Yonkers, Mt. Vernon, Yorktown, Pelham, Casino, Hawthorne and Peekskill~~) (currently consisting of Yonkers, Mt. Vernon, New Rochelle, White Plains, Yorktown, Montefiore 911, WMC STAT, Pelham, Casino, Hawthorne, Mohegan and Peekskill) or if there is an alteration in more than fifteen (15) permanent shifts at one time. The union will notify The employer, within thirty (30) days of the official notification (excluding federal Holidays) whether to have the bid using the current procedure or 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.

A Critical Care Medic Program

Requirements

- Paramedics wishing to be accepted into the Critical Care program must have certs of ACLS, PEARS, PALS, PHTLS – A satisfactory employee and QA record.
- Working paramedic, with 2 years' experience, preferred with Empress
- Critical Care Paramedics will be required to work at least 12 hours in the Yonkers Critical Care System per week.
- It is agreed Empress EMS will pay for all class fees including text books and testing fees. Therefore, an 18-month commitment required for all Critical Care Paramedics trained at no charge by Empress EMS
- Complete all mandatory training as assigned by the medical director or clinical services division. 5 hours of mandatory paid training or more per year, as directed.
- Critical Care Paramedics will be required to wear Critical Care Uniforms while on duty.
- Critical Care Paramedics will wear training uniforms while in training.

B Westchester Medical Center

Employee Qualifications: The Company will provide all non-WMC mandated training classes to all eligible employees, at least twice per year. The list of classes will be covered in Schedule "A". 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.

In line with the other sections of the CBA between the Company and Union, 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 in Schedule "A" and according to management's discretion shall be offered the position. Such discretion shall not be unreasonably exercised.

Schedule A

EMTS need 3 years' experience as EMT with 1 Year with Empress. Should be trained in critical care (Empress will offer special class)

Medic 2 years with empres – Critical Care Certified/West/HV REMAC/NRP – interviewed by WMC Staff is required to maintain certs as required in contract along with health assessments and paramedics certification

All staff must complete at least 2 911 shifts a month, per WMC

Medics must follow mandatory training as stated by WMC, such as IABP, Respiratory, NICU etc

C Montefiore 911

1.

- Employees working in the Montefiore Division will be paid according to the below schedule.
Insert scale her

- Any Express Paramedics from the Westchester Division that work in the Montefiore Division will be paid at the Montefiore Division Rates based on their DOH or DOU
- Any Express Paramedics from the Montefiore Division that work in the Westchester Division will be paid at the Westchester Division Rates based on their DOH or DOU.
- All hours worked over 40 in a given week between the two divisions will be paid at the overtime rate for the division the overtime shift is worked in.
- Full time Montefiore Division employees are not eligible for the NYC MAC Stipend

2. Scheduling

- There will be separate Permanent Schedules for each Division.
- Employees may only hold Permanent Shifts in one Division
- Full Time employees in each division will have first choice for overtime in that Division based on their DOH or DOU.

3. Qualifications

- Employees must meet the following qualifications to work in the Montefiore Division
 - A. NYS Paramedic Certification
 - B. NYC MAC Certification
 - C. Valid ACLS Card
 - D. Valid PALS Card
 - E. Valid CPR Card
 - F. Must be cleared to drive Company Vehicles
 - G. As per FDNY any employees must be re-tested for Durgs and Alcohol prior to being cleared for the Montefiore Division
 - H. Pass the FDNY Vaxing process
 - I. Minimum 2 years' experience in NYC 911 System as a Paramedic or 2 Years' Experience in the Yonkers 911 System as a Paramedic

- J. Management will have the sole right in restricting members with unsatisfactory work records from working this system.

4. Part Time Employees

- Part Time employees will be allowed in the Montefiore Division
- Part Time employees are required to work a minimum of 12 hours per week to maintain their status.
- Part Time employees will accrue PTO at 1/3rd the regular accrual rate for their years of service
- Part Time employees will be issued one set of uniforms
- Part Time employees will be offered medical benefits at the current COBRA rate.

5. Regulations

- 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

SECTION 5.02B ELECTRONIC SCHEDULING

The Employer will maintain a means by which members will view, in real time, electronically, the weekly schedule, and to sign up for possible overtime shifts. In Addition, the employer will also provide two (2) workstations at the Nepperhan location for the members to use for this program.

SECTION 5.03 – 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 request whenever possible. If both members have the shift for the same period of time, the more senior one will retain the shift.

SECTION 5.04 – 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. No Paramedic will be forced to accept narcotics, which appear to have been tampered with or which they have no means to properly secure. In the event that a paramedic is consistently distributing narcotics to another unit, the Director of Operations or his/her designee will review the system to prevent this practice from happening.

SECTION 5.05 – 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 swipe or sign in and out for every shift worked unless otherwise directed by the Assistant Director of Operations. 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 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 re-directed 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 Yonkers station 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 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. Management will use that member until 0030.

SECTION 5.06 – SLEEP TIME

Members will be permitted to sleep in uniform between 11:30 pm and 6:30 am provided they are not in public view. ~~Members will be permitted to sleep in uniform provided they are not in public view.~~

SECTION 5.07 – MEAL PERIODS FOR FIELD MEMBERS

Posted Units ~~will be granted~~ may request 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. Excluded are all outside systems serviced during the duration of this contract.
- I. Any request for a facilities break shall not be unreasonably denied.

SECTION 5.08 – 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 form ~~is to be submitted no later than 8:00 am on the Wednesday preceding the work week with in which swap is requested,~~ must be submitted on the electronic scheduling system 4 hrs prior to the start of a tour, except in cases of emergency.
2. The Employer will electronically approve or deny the swap request. ~~The Employer will place the written approval or denial of the request in the member's mailbox in Support Services that Wednesday. The Employer must confirm whether the request has been approved or denied.~~
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 forfeit his/her pay for that shift and lose shift swap privileges for thirty (30) days, unless the member provides a properly formatted doctor's note excusing his/her absence.
5. This shift swap procedure must be followed regardless of the duration of the swap.
6. For payroll purposes, a partial shift swap does not technically occur until one person is taken off the day sheet, and another is placed on it meaning that members who arrive early for a partial shift swap, or who are relieved late, will not be paid until they are actually on the shift. A member will not be paid for time prior to the scheduled beginning of a shift, unless they are asked by a supervisor or a dispatcher to begin earlier.
7. Swaps will not cause scheduled overtime, under time or cause a member to work more than twenty-four (24) consecutive hours.

SECTION 5.09 – OVERTIME / OPEN SHIFTS

1. 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.
2. An open shift is a shift that remains unfilled after the weekly schedule changes have been implemented. Open shifts will be offered to all Full-Time members that have been scheduled for less than ~~full-time~~ 40 hours for that week. Remaining open shifts will then be offered to part-time or Per-Diem members. Remaining shifts will be offered to all Administrators covered under the Admin. rate agreement. Any remaining open shifts will be assigned to those members bid for the shift on the electronic schedule

The most senior member available to work the shift will be assigned first, then the next most senior member available to work the shift will be assigned next by descending order by seniority. No member will be given a second overtime assignment in a given week unless each member ~~who signed the weekly availability sheet~~ who bid on a shift on the electronic schedule and was available to work the shift was offered an overtime assignment.

3. Notifications of open shifts will be made over all major regionally available phone text companies and electronically via the INTERNET.

SECTION 5.10 – HOLDOVERS

A Supervisor may mandate a member for holdover for up to Two (2) hours beyond the end of a shift provided reasonable efforts are made to solicit volunteers from members on duty and to call in members from home in advance of their scheduled shift. If you are assigned a transport before the end of a scheduled shift the Supervisor is not required to make these efforts.

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

B. If a member subject to a mandatory holdover presents a hardship, the next eligible junior member, if available, will be mandated for holdover. Otherwise the member with the hardship will be mandated for holdover. The employer will notify the mandated member as soon as possible. Request for a waiver of mandatory holdover due to hardship will not be unreasonably denied if the member has provided the employer with written documentation of a hardship in advance of a potential mandating. This waiver however will be for a predetermined amount of time (i.e., three (3) months) and will be reviewed periodically for status change.

C. The employer will make every effort (as system dictates and at sole management discretion) to bring a crew back for shift change twenty-minutes (20) prior to the scheduled end of shift time.

D. Any member held over beyond the Two (2) Hours past the scheduled end of their shift will be compensated for the period that the member is held over at double time above the members' hourly rate.

E. Acts of God and States of Emergencies (as defined under state and federal law) will excuse the employer from compliance with Sections 5.10 A-D. In addition, severe weather events will be considered an Act of God for purposes of this contract as determined by and the employer and will not be unreasonably enforced.

SECTION 5.11 – REPORTING PAY / HOLIDAY SHIFTS

Members working a permanently scheduled shift and who, without prior notice that permanent shift is canceled, report for work 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. Should The Employer provide ~~two (2) weeks~~ one (1) week notice of a canceled Holiday shift to the member, the member will be given first priority in obtaining an open shift to make up his/her lost hours, provided the shift was not an overtime shift or special event shift or may utilize available PTO time. 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.

SECTION 5.12 – WORK STATIONS

Members will keep crew quarters clean and sanitary. The employer will provide cleaning equipment and supplies, including 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, beds, sofa, dining table with chairs, lamps, television with cable or satellite and VCR and DVD Player.

Stations will be equipped with heating and air conditioning which will be capable of maintaining a healthy climate at all times, which will be member controlled whenever possible. Request for repairs at work stations will be handled promptly.

SECTION 5.13 – 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 and raincoat. The member will be responsible to pay for a loss of company issued uniforms, equipment and raincoat. Such amount will be deducted from the member pay at 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 same.

EMS pants will 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 only company issued clothing or personal clothing, prior to company issuance that become 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 rules and regulations except as otherwise provided in this Agreement. The employer will also allow any member to wear the I.A.E.P. pin on the uniform. In the event that a member changes job description or title within the bargaining unit such as, an EMT upgrade to paramedic, or change from full time to per diem or per diem to full time, 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 Full-time members with one (1) year of service to the company will receive a ~~\$150.00~~ \$200.00 uniform stipend each year on their employment anniversary. The employer -issued uniforms must be returned to the employer upon termination of employment. Members will reimburse the employer for uniforms not returned or the employer will use remaining PTO time, if available.

SECTION 5.14 – TOLLS & 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 ~~in Support Services, Dispatch~~ or 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 5.15 – 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 5.20, and subcontractors. The employer will make its best effort that all units must be given to members in a clean and appropriate and mechanically sound condition. Members in satellite systems must check vehicle fluids during their daily vehicle check-out. The company is responsible to train 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 communications or their immediate supervisor.

SECTION 5.16 – JOB DESCRIPTIONS/MANAGEMENT CHAIN OF COMMAND

The Employer will furnish to the Union, by mail to local 20's designated postal address and by email to the President of the local's email address and include 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 5.17 – MEMBER PARKING

The employer will provide members free parking at the 740 Nepperhan Avenue parking lot. ~~and provide~~. The employer must notify the union by mail to the locals designated postal address and by email to the president of the local's email address e-mail within 7 days of any parking complaints or in parking plan, which the employer, union and member will jointly address as needed.

SECTION 5.18 – 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:

- ~~• Transcare NY or any affiliated companies~~
- AMR
- Citywide
- Senior Care
- ~~• Care 1~~

Failure to obtain Company approval will result in discipline.

SECTION 5.18B – SUPERVISORS T/A 11/8/12

Supervisors will have shifts on the permanent schedule provided the number of hours worked by supervisors does not exceed the percentage of total hours permanently scheduled in each division as follows:

TAC 6%	BLS/TRACK 0%	WMC Stat 7%
Mt. Vernon 7%	Pelham 0%	Yorktown-14.3%
ALS 3%	Dispatch 30%	Support Services—80 hours/week

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

SECTION 5.19 – 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 and is not limited to:
 - a. The issuing and receiving of supplies, equipment and paperwork. Light repair and inspection of gear and ambulances within the scope of training. The retrieval of gear from area hospitals, the distribution of equipment and supplies to the outlying stations, the fueling (when crew members do not fuel their buses) and transporting of vehicles, the decontamination of vehicles and equipment, in accordance with OSHA and as directed by Management. Ensure all communication equipment is issued and signed for by oncoming crews and returned at end of the shift.
 - b. ~~Permanent Support Service members will be paid Eighty Five cents (\$.85) per hour their regular rate for all hours worked for the employer.~~ Permanent Support Service members will be paid a stipend for all hours worked in support services as outlined in section 6.01.
 - c. Support Service members will be required to work at least twenty-four (24) hours per week in Support Services.
 - d. The support services members must be familiar with ALS restock items and any and all other tasks assigned by the on duty supervisor.
2. Support Services members will be required to clean and/or decontaminate vehicles belonging to outside agencies. If necessary, only support services members will be brought in off the road to complete these tasks.
3. 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.
4. 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.
5. Air conditioning and heat and ventilation will be maintained in Support Services office. The temperature in the Support Service area will conform to the NYS DOH regulations for the storage of medication.
6. A refrigerator will be maintained in the Support Services office for all Support Services members
7. 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 5.20 – PER DIEMS

Per diems are bargaining unit members and the following restrictions apply to their utilization:

1. Per diems will be able to hold shifts on the schedule for a period no longer than one month. After all full-time members have been scheduled all per diem members will choose their schedules following the proper electronic scheduling bidding practice.
2. The Employer agrees to recruit full-time EMT's and Paramedics to keep pace with the demands of the permanent full-time schedule. Per diems are subject to all the rules and regulations under this agreement and the Company Policy and Procedure Manual, unless otherwise outlined in this agreement.
3. Per diems will not be pre-scheduled to work more than forty (40) hours per week.
4. A full-time member in good standing will change to per diem status at Management's discretion, provided that the member gives Fourteen (14) days notice to the Director of Operations, or his/her designee, and staffing permits before a non union employee fulfilling the proper credentials and contractual agreements is recruited as a per diem.
5. Per diem members will be paid according to the rate schedule found in Section 6.01 (Hourly Wage Rate).
6. Per diem members will be required to work 24 hours per month, unless there is a lack of available shifts. Any per diem member that fails to work the required 24 hours per month for two (2) consecutive months will be subject to discipline and/or termination.

SECTION 5.20B – PART TIME

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

- Part Time employees will be allowed in all divisions provided they meet the requirements required for that division.
- Part Time employees are required to work a minimum of 8 hours per week to maintain their status.
- Part Time employees will accrue PTO at 1/3rd the regular accrual rate for their years of service
- Part Time employees will be issued one set of uniforms
- Part Time employees will be offered medical benefits at the current COBRA rate.

SECTION 5.21 – Dispatch

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

1. Ensures that all requested and required transports are completed on an as needed or on time basis.
2. Make sure all field staff comply with company policies, according to SSC SOPs.
3. Conducts EMD of emergency calls where and when necessary.
~~Ensure all communication equipment is issued and signed for by oncoming crews and returned at end of the shift.~~
4. Reviews transcribes and submits, all daily personnel schedules.
5. In the absence of support services staff ensures that all equipment taken from support services is documented and accounted for.
6. Transcribes crew's information, including communication equipment and enters the numbers into the CAD system for duty pages and tracking purposes.
7. Ensures that all ePCRs are properly synced by the crews.
8. Track the use of fuel and ensures that the fuel log is fully completed by field staff and SSCS.
9. Responsible for assigning ambulances to all crews, if support service personnel are not available.
10. Dispatchers will only be sent on field calls as a last resort, but will be paid dispatcher wages if originally scheduled for dispatch.
11. When a dispatcher is without a partner, EMD will be suspended at the dispatcher's discretion.
12. Responsible for all supervisor and administrative notifications
13. Responsible for handling all phone lines in dispatch
14. Responsible for issuing and retrieving narcotics
15. Responsible for handing out weekly paychecks
16. Covers support services when support service personnel are unavailable, including decontamination procedures according to Company EMS contracts and OSHA requirements.
17. Responsible for tracking unit's scene times.
18. Controls and minimizes holdovers to the best of his/her ability.
19. All Calls are scheduled and handled within an acceptable response time as indicated by Company Policy.
20. Ensures and prioritizes all calls according to the SSC SOP
21. All additional training as related to dispatch, including certifying & Recertifying EMD training, will be at the employer's expense.
22. Dispatchers will be provided supervised training (minimum 40 hours) in communications prior to becoming a dispatcher.
23. Television will be permitted in the dispatch office.
24. The employer will supply Air conditioning, heat and ventilation in the Dispatch office at all times.
25. 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. Dispatchers' chairs and other equipment will be replaced by the employer on an as needed basis.
26. 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 an eight (8) shift will be given a paid thirty (30) meal period and a paid ten (10) minute break.
27. Dispatchers will be required to work at least Thirty-Six (36) hours per week in the Communications

Department.

28. Dispatchers will be paid a stipend for all hours worked in dispatch as outlined in section 6.01

SECTION 5.22 – 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 licensees or certifications required for performance of duties are as follows:

- Valid NYS EMT/Paramedic Card
- Valid Westchester MAC and all other certifications required by Westchester MAC

If a member is without the following certifications or licenses required for job performance now or in the future, ~~the will immediately have their PTO accrual frozen until the following licenses or certifications are restored. If a member restores these certifications within 60 days 50% of the frozen accrual will be restored to the member.~~

- Valid NYC MAC card Valid
- CPR card as required by NYS DOH

CPR

Employees without a valid CPR card will accrue 50% of the PTO according to the current CBA.

NYC MAC

Option 1: A full-time Paramedics obtains the NYC MAC certification as outlined in the CBA and will receive a \$1.00 stipend hourly for each hour worked and will accrue PTO according to the current CBA.

Option 2: A full-time Paramedics may decide not to obtain a NYC MAC certification as outlined in the CBA and is not eligible for the Hourly-Stipend and will accrue 50% of the PTO according to the current CBA.

Option 3: A full-time Paramedics that has completed their WMC certification (receiving the \$2.50 stipend) will be exempt from this section and will accrue time according to the current CBA.

Option 4: All full time Paramedics that have completed 9 years of Paramedic Service will be exempt from this section and will accrue time according to the current CBA. Paramedics who still want to work Yonkers tours will be required to have the NYC MAC certification.

All new paramedics will obtain a Valid NYC MAC card within ~~90~~ 180 days of being made an "A" Paramedic hire date. The Employer will provide the fee to pay for the initial new or renewal NYC MAC test prior to the member taking the test. In Addition, the member will be paid for the time to take original test and the original renewal, at the member's regular rate of pay. All members must have a Valid Drivers License in accordance with the NYSDOH regulations (also meeting the Company's insurance requirements). In the event the license is suspended the member will have a maximum of thirty-day (30) leave to restore license. At managements discretion the member can be scheduled as a non-driving status member during the leave period. After the thirty-day (30) leave is expired the member will be reclassified as a non-driving status member until such time as his/her license is restored. ~~(including a reduction in salary as per the wage settlement in this contract for members permitted to drive).~~

SECTION 5.23 – 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 5.24 – POLICY AND PROCEDURE MANUAL

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. Members will receive this policy and procedure manual during the orientation class held by the employer.

The Union will be notified of all changes in policy, via mail to the local's designated mailing address and/or via email to the president of the local. All amendments or additions to the Policy and Procedure Manual will be given to each member and each member must sign for amendments as they are issued. "Newsletters" are not notification of updated policy to the members. An up to date policy and procedure manual will be maintained by the employer and will be available at all times to the members at the Nepperhan station. ~~The employer will publish the policy and procedure manual on line no later than July 31, 2013.~~ No member will be disciplined for failure to adhere to any policy change for which they have not received notification or if it appears only in a newsletter. Policy Memos signed for by members are legal policy referendums. The employer will furnish to the Union in hard copy via US Mail or email, any and all updates to the manual (3 copies of each update).

SECTION 5.25 DOCUMENTATION

1. Members will complete the appropriate documentation and all information tendered will be given of the member's own free will.
2. Members filing documentation outside of the standard pre-hospital care report or vehicle/equipment checklists will be completed on line and members filling out the report will receive a copy via email, provided the email address was previously given to the employer
3. All communication and electronic equipment needed for documentation for pre-hospital care will be provided to the members, by the employer, at no cost.
4. All members will receive paid training and when necessary, retraining on the use of electronic and communication equipment and documentation.

SECTION 5.26 WORKPLACE HOSTILITY

Members will not be made to endure a hostile work environment. Workplace hostility, including but not limited to: verbal and non-verbal expression of aggression, obstruction, workplace violence and sexual harassment will be condemned by the employer and the Union. The employer will provide the necessary training for prevention of workplace hostility and/or harassment as needed.

ARTICLE 6 WAGES

SECTION 6.01 – HOURLY WAGE RATE

	(Non driver status)	EMT	PARAMEDICS
Entry	\$10.50	\$11.65	\$16.15
3 months	\$11.00	\$12.40	\$17.65
1 year	\$11.79	\$13.16	\$18.70

All full time EMT's, Paramedics and Dispatchers employed within the first year will move to the above wage scale upon the next anniversary plateau, if their present salary base is lower than stated in section 6.01. The wage scale includes an increase equal to a permanent 40 hour PTO buyback, but only 36 hours have been deducted from your PTO accrual.

All Dispatch staff will be paid according to the schedule above. In addition Dispatch staff will receive a dispatch stipend of Three dollars and Fifty cents (\$3.50) per hour for every hour working as a dispatcher to including dispatch shifts missed for PTO hours as long as the member completes 24 hours weekly in dispatch on the permanent schedule.

EMT's, Paramedics and Dispatchers with more than one (1) year 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. The year one(1) increase is equal to a permanent 40 hour PTO buyback, but only 36 hours have been deducted from your PTO accrual.

Year 1: 1/1/13 – 12/31/13	6%	Increase to hourly rate on anniversary (upon ratification)
Year 2: 1/1/14 – 12/31/14	4.5%	On anniversary / upgrade
Year 3: 1/1/15 – 12/31/15	4.5%	On anniversary / upgrade

(Total annual increase over 3 year period equal to 15%)

Starting Wages for Full Time/Part Time Employees

EMT Westchester

Entry Wage	\$13.50
3 Months	\$14.25
1 Year	\$14.75

Medic Westchester

Entry Wage	\$22.00
3 Months	\$23.50
1 Year	\$25.00

Montefiore Medic

Entry Wage	\$24.75
3 Months	\$25.75
1 Year	\$26.75

Montefiore EMT

Entry Wage	\$19.00
3 Months	\$20.00
1 Year	\$20.50

All Full Time/ Part Time Employees within the first year of service will move to the above wage scale upon ratification of the contract.

EMT's, Paramedics and Dispatchers with more than one (1) year 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. Also in Year 1 of this agreement all full-time employees will receive a twenty-five cent (\$.25) increase to their base salary.

	Base Increase	Attendance	Accident	Bonus	Total
Year 1	3.0%			\$500 EMT, \$750 Medic	3.0%
Year 2	2.0%	1.0%	1.0%	1.0%	5.0%
Year 3	2.0%	1.0%	1.0%	1.0%	5.0%
Year 4	2.0%	1.0%	1.0%	1.5%	5.5%

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 not involved in an avoidable accident while operating a company vehicle will receive the accident increase. Employees who achieve both the attendance and accident increase will receive the additional bonus increase. Employees receiving longevity pay as outlined in section 7.19 will receive a .5% bonus for attendance and a .5% bonus for not being involved in an avoidable accident to their longevity pay annually starting in 2019.

Year 1 will be based from 6/1/18 to 12/31/18. Employees who do not have an avoidable accident and have no more than two (2) sick calls will be eligible for the bonus. There will be no separate attendance or accident incentive in year 1.

All members with Twenty (20) years of service or more will receive annual Longevity pay stipend according to the schedule found in section 7.19

All members may opt for a annual non-revocable permanent sick time buyback of 40 hours at their individual rate of pay.

~~(A credited year will consist of but not limited to a full year of service working with the following: Commercial paid service 2:1 or *an active volunteer service 5+: 1,)~~

~~*An active volunteer credit cannot exceed a maximum of one step and cannot be combined with any other credits.~~

~~In the start of year Three (3) of this contract, (1/1/15) the employer will increase the one year plateau entry scale for Paramedics and EMT's (not including non driver EMT's) by Thirty cents (\$.30) per hour. All full time members within this scale would receive the increase on their anniversary date.~~

~~PER DIEM EMT's, Paramedics and Dispatchers hired as a per diem position will earn \$1.31 more than the full time rate, up to a maximum of \$26.45/hr.~~

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, up to a maximum of \$28.00/hr.

PER DIEM EMT's, Paramedics and Dispatchers hired as a per diem position in the Montefiore Division will earn One Dollar and Twenty-Five Cents (\$1.25) more than the full time rate, up to a maximum of \$28.00/hr.

Per-Diems will be given 2 for 1 experience credits not to exceed five years.

SECTION 6.01B – SHIFT DIFFERENTIAL

All EMT's and Paramedics will receive a shift differential increase of ~~sixty five (\$.65) cents~~ one dollar (\$1.00) per hour flat rate for every hour worked in the following schedule:

~~Friday 1900 to Saturday 0700
Saturday 0700 to Saturday 1900
Saturday 1900 to Sunday 0700
Sunday 0700 to Sunday 1900~~

Between the hours of
Friday 1900 to Sunday 1900

All EMT's and Paramedics in the Montefiore Division will receive a shift differential based on the below schedule.

Overnight Differential	\$.50
Weekend Differential	\$1.00
Overnight Weekend Differential	\$1.50

6.01C CCM

Critical Care Paramedics will be paid a \$1.25/hour stipend while in training, and working on a Critical Care Ambulance out of Yonkers or WMC

- Upon completion and passing of the CCP-C class, the Critical Care Paramedic will be paid a stipend of \$ 2.50/hr while working a Critical Care Ambulance out of Yonkers.

6.01.D WMC

All paramedics working on this program who have completed the WMC Training Academy will be deemed a full SCT Paramedic. Those SCT Paramedics must work 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.

All Paramedics that have been approved to work in the SCT system by meeting the minimum requirements and is 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.

6.01 E Dispatch

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

6.01 F Support Services

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

SECTION 6.02 –TO/QA/QI Members

FTO/QA/QI members will receive an additional ~~\$0.85~~ \$1.00 per hour above their hourly rate of pay.

BLS FTOs Shifts will be reserved as FTO shifts for the training of members. ~~as follows:~~

BLS TAC Shifts	15%
BLS Transports	10%
Rockland shifts	Reserved
Dispatch Shifts	20%

The employer will have the sole discretion to utilize these shifts as well as weekly vacant FTO shifts on the permanent schedule not permanently reserved for the FTO Training Programs.

Paramedics who are assigned a Class C or B paramedic to their shift will be compensated an additional \$0.85 per hour stipend, provided they complete required FTO evaluations, by the end of their shift on the C or B paramedic as required by the QA Coordinator. If the paperwork is unavailable, the FTO will fill out an electronic incident report.

SECTION 6.03 – PAY PERIOD/PAY DAYS

The workweek is the seven-day (7) period beginning on Sunday in accordance with the present work schedule. All members will be paid bi-weekly on Friday for the previous two weeks ending on Saturday. It is the member’s sole responsibility to review their online time card and must submit an electronic payroll discrepancy form by noon on payday, or otherwise, it will be corrected in the next pay period. In the event that the hours posted are different than the paid hours and the difference is 8 hours or more the employer will have two (2) business days to correct the payroll discrepancy. If a payday falls on a holiday, members will be paid the day before the holiday.

A member will be paid on the payroll prior to the commencement of vacation. A member will be paid the Friday before commencement of vacation provided payment is requested on the vacation requested under section 7.10 subsection B of this agreement. 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 90 days of the payroll check date. Excluded from this are all hourly wage discrepancies and unauthorized deductions.

ARTICLE 7 BENEFITS

SECTION 7.01 – HEALTH INSURANCE

The employer will continue to provide full time members and same sex partners with a health insurance plan (~~Blue Cross/Blue Shield~~ Cigna). 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, full time members will have a deduction from their bi-weekly salary. The following amounts depending on the coverage selected:

	Individual	Family
Plan X	\$TBA	\$TBA

Full time members will share the cost of the health plan insurance premiums at a percentage of 20%. The employer will contribute at 80%. At the start of the second plan year the employer will pay any increase up to 4% and the members will share the cost of the health plan insurance premiums at a percentage of 20% (not including the 4%) and continue at that increase formula until the end of this contract.

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. Members who opt out will receive a ~~\$1,500~~ \$2,000 a year, payable 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 pro rate payment for the period of time they opted out, provided they show proof of other private active Health coverage.

Section 7.01B - MEMBER FLEXABLE SPENDING ACCOUNT

The employer will contribute One Hundred Fifty dollars (\$150.00) ~~Twenty Five dollars (\$125.00)~~ annually to each member who is enrolled in the Flexible Spending Account (FSA) at the beginning of each calendar year ~~starting 1/1/2013~~ according to all rules and regulations of that plan.

SECTION 7.02 – DENTAL INSURANCE

The employer will continue to provide full-time members with Dental Plan Coverage in which members will pay Seventy percent (70%) of the premiums through a pro rata payroll deduction each pay period. The employer will contribute Thirty percent (30%) and reserves the right to change dental insurance carriers, which provides comparable insurance coverage, upon a 30-day prior notification to the union.

SECTION 7.03 – VISION PLAN

The employer will continue to provide full-time members with a vision plan as part of the above health insurance plans.

SECTION 7.04 – 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-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-time member upon completion of the probationary period.

The employer will match the member’s contribution to their 401K as follows based on years of service as of January 1, for the following calendar year ~~as follows~~:

- ~~After 2 years of Service — 3% match~~
- ~~After 4 years of Service — 5% match~~
- ~~After 6 years of Service — 6% match~~
- ~~After 15 years of Service — 8% match~~
- ~~After 20 years of Service — 10 % match~~

- After 2 years of Service – 4% match
- After 4 years of Service – 6% match
- After 6 years of Service – 7% match
- After 15 years of Service – 9% match
- After 20 years of Service – 11 % match

SECTION 7.05 – 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 ~~member's~~ employer's expense. All full-time members with more than two (2) years experience with the company will receive ~~\$25,000.00~~ %50,000.00 of life insurance at the employer's expense. ~~All full-time members with more than Five (5) 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 7.06 – LONG TERM DISABILITY INSURANCE

The Employer will offer this plan at the member's expense through pro rata payroll deduction each pay period.

SECTION 7.07 – SHORT TERM DISABILITY INSURANCE

The Employer will provide coverage as mandated by the State of New York. All participating employees will receive an annual confirmation of said plans in writing verifying authenticity and payment into account with the ability to change beneficiary information.

SECTION 7.08 – CRITICAL INCIDENT STRESS DEBRIEFING (CISD)

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.

SECTION 7.09 – HEALTH/DEPENDENT CARE

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 in December 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 7.10 – PAID TIME

All current full time members Hired before January 1st, 2011 will receive paid time as follows:

Years of service Paid Time Hours:

Years of Service Hours

0-1 years	96 Hours
1-2 years	116 hours
2-3 years	136 hours
3-4 years	156 hours
4-5 years	176 hours
After 5 Years	196 hours
After 15 years	220 Hours

All full-time members hired after January 1st, 2011 will receive paid time as follows:

Years of service Paid Time Hours :

Years of Service Hours

0-1 years	80 Hours
1-2 years	92 hours
2-3 years	118 hours
3-4 years	138 hours
4-5 years	158 hours
After 5 Years	184 hours
After 15 years	200 Hours

Paid time will be accrued weekly from the date of hire and will be used for vacation, personal time, holiday and sick time; however sick time can only be used in accordance with the sick time policy in section 7.10 (A). The employer has determined that no more than ~~One Hundred and Sixty (160)~~ Two Hundred (200) Westchester Division Paramedic hours, ~~Two Hundred and Forty (240)~~ Three Hundred and Twenty (320) Westchester Division EMT hours, Forty (40) Montefiore Medic hours, and Forty (40) Montefiore EMT Hours will be available for paid time on a weekly basis. The Employer will review the above hours quarterly to ensure enough PTO time is available based on the agreed upon formula. ~~The additional 40 Hours added will be approved at the employer discretion.~~

- Forty-Eight (48) hours of SCT Paramedic hours are included in the Paramedic Pool
- Forty (40) hours of Dispatcher hours are included in the EMT pool

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

~~Members have an irrevocable option to convert forty hours (40) of their paid time at the hourly rate they are receiving. This election will be made in writing to the Director of Operations or his/her designee, initially within thirty (30) days of the execution of this Agreement to be effective the first day of the month following the month notice is given or annually by December 1st of any following year to be effective on January 1st of the year thereafter. Once the election is made, the paid time will be converted to an hourly rate increase and added to the member's salary.~~

Members with less than 3 years' seniority may carry over a maximum of Forty (40) Hours to the next year. Member 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 PTO time left in their bank in each calendar year up to 40 hours annually and transfer it into their 401K accounts with the employer matching fifty percent (50%) of the cash value transferred.

A. SICK TIME

~~Starting on the First day of this contract, 1/1/2013 all sick time for all full time members is re-calculated as an additional 2.5% salary increase and included in the wage increases, as outlined in section 6.01. Unscheduled Days Off will not be paid to any member, unless as outlined in number 1 below.~~ All full-time members will maintain a Sick Time Bank (STB), with a maximum of Sixteen (16) hours annually, that is included in their PTO bank, but can only be used to manage an illness on an unscheduled day off. The company will continue to track sick days and will adopt the following excessive sick time policy.

1. Any member with more than 4 sick events in a year without submitting proper documentation will be viewed as excessive and will be subject to discipline. Three or more consecutive days will require the member to provide a properly formatted doctor's note to the employer before being allowed to return to work. A sick day will be used solely for managing an illness. Any member using a sick day as personal time off without following the personal time off request policy will be subject to discipline. A member that calls out sick more than 4 sick events is in excessive status and the time equal to the shift missed will be deducted from the member's PTO bank. In the event that a full-time member, not in excessive status, has a sick time event that misses 3 or more consecutive shifts may use PTO time upon presentation of a properly formatted doctor's note and at the employer's discretion.
 2. Any member who gets denied a day off but subsequently calls out sick will be required to produce a properly formatted doctor's note for his/her absence or will receive one-day suspension.
 3. A member who calls out sick prior to or after a vacation will be subject to discipline, unless he/she produces a properly formatted doctor's note for his/her absence
 4. Members must give two hours notice before the commencement of their shift in order to use time from their PTO. 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. A Late Call/Sick Day LC/SD is a call out sick within two (2) hour of his/her scheduled report time and is subject to discipline.
 5. Any call out that requires a Doctor's note must be submitted to the Vice President of Operations or his/her designee, prior to the start of their next scheduled shift.
 6. 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.
 8. Eligible FMLA leave will not be the basis for disciplining member under this policy.
- ** Should any New York State, County or city enact any type of "sick time" provisions, 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-four (24) hours and a Maximum Forty hour (40) 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 member must select a minimum of Thirty-Six (36) hours up to a maximum of Eighty hours (80) vacation time out of his or her PTO bank. 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. All members that have accrued one year's vacation time will be required to request in writing to the Director of Operations or his/her designee, for approval on the employer supplied form at least Thirty (30) days in advance of the start of the vacation. The Employer will notify the members of the approval/denial at least Twenty-One (21) days in advance of the start of the vacation.

Accrued vacation time will be paid to members upon resignation with two (2) weeks notice, layoff, retirement or death. Members who are terminated for cause or who resign without two (2) weeks notice will not be paid for unused vacation time. Members will be paid in advance for any vacation time taken provided they have accrued the time. A member cannot change or swap his vacation week unless approved in advance by the employer. There is no cash advance for vacation time not used. At the start of each member's second year and every year following, during the term of this contract all full-time members will receive PTO time 8 hours quarterly in advance.

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.

C. PERSONAL TIME

Personal time will normally be taken in whole shifts not to exceed two (2) consecutive shifts. Request for personal time must be made in writing to the Director of Operations or his/her designee, for approval on the appropriate electronic form by 0800 on the Wednesday prior to the start of the workweek. The Director of Operations, or his/her designee, will place the written approval or denial of the request in the member's file in Support Services no later than that Wednesday afternoon.

D. HOLIDAYS

Members are entitled to use PTO for the following ~~paid~~ holidays in accordance with section 5.11:

1. New Year's Day (observed from 7 pm. New Years Eve to 7 pm. 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 7 pm Christmas Eve to 7 pm 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 forfeit a paid day for the holiday. A member with an unexcused absence from a scheduled shift, immediately before or after a designated holiday, will forfeit a paid day for the holiday unless the member provides a properly formatted Doctors note.

SECTION 7.11 – 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. After the six (6) month period expires the member will 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 option, utilize paid time to make up the difference between the Workers Compensation benefits and their regular base pay.

SECTION 7.12 – FMLA

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 7.13 – 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 his/her certification.

SECTION 7.14 – 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. Request for a leave of absence must be made in writing to the Director of Operations or his/her designee the Human Resources department, for his approval at least thirty (30) days prior to the desired leave date. The Director of Operations, or his/her designee 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 discretion will not be unreasonably exercised. Permanent shifts will not be held after forty-two (42) days. Paid time may be used when a member takes a personal leave of absence and paid time will not accrue during a leave of absence.

SECTION 7.15 – 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 his/her designee, in the most expeditious manner possible.

SECTION 7.16 – 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 4 hrs. 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. ~~The employer will excuse members who report for jury duty from all scheduled work that day.~~

-Members will give notice of jury duty within 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 his/her regularly scheduled shift for one that accommodates jury duty based on operational needs, if shifts and/or swaps are available.

SECTION 7.17 – BEREAVEMENT LEAVE

When a death occurs in a member's immediate family and/or the member's permanent or regularly scheduled partner; the member will be 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 his/her 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 his/her 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 7.18 – 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 his/her 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 his/her PTO). The employer may require a member to return to work to finish his/her 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.

SECTION 7.19 – LONGEVITY PAY

The Company will provide compensation to members based on seniority in the form of an annual bonus on your anniversary date of their Twenty-first (21) year of service to be paid out over 26 weeks. The member will receive a percentage (%) increase on their hourly rate equal to their base full time hours (2080). The full time member, not included in the AO program, 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

ARTICLE 8 EDUCATION AND TRAINING

SECTION 8.01 – 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 pay members straight time for all time so spent. Upon ratification of this contract, the member will be compensated at the base rate of pay for any Re-Mac approved training required of them whether by the employer or an outside authority for up to ~~three (3)~~ four (4) hours annually. It is the members' sole responsibility to request such compensation, on the required payroll discrepancy form, within 10 days of the completion of the program for which a digital copy will be sent to the email address of the member sending the discrepancy. In addition, on the CE form and will be signed and dated by the proctor before management can give authorization. ~~In the start of year three (3), 01/01/2015 the approved compensated continuing education hours will be increased to four (4) hours annually.~~

SECTION 8.02 – SAFETY TRAINING

The employer will sponsor training in driver safety and proper lifting/extrication techniques. 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.

SECTION 8.03 – 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 8.04 UPGRADE LOANS

After one year of employment, the employer may at its sole discretion, that will not be reasonably withheld, loan money to members up to \$5,000 to pay for required courses, at an educational facility approved by the employer, to upgrade their job classification to AEMT P. Loans will be repaid ~~weekly by the member at Sixty-five (\$65.00)~~ bi-weekly by the member at One Hundred and Thirty (\$130.00) dollars per pay-period ~~per week~~ through automatic payroll deduction until loan is paid in full. When a member has been certified as an AEMT-P, this loan will be converted to a grant and repaid back to the member on a weekly pro-rata basis over three (3) years as long as the member remains an AEMT-P with the company. The pay back amount will include a \$5,000 (Five Thousand Dollar Bonus). If employment is terminated or a member fails to pass/complete or drop out of the AEMT 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 three (3) 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 member's accrued pay.
2. Any remaining amount still due will be deducted from member's final paycheck 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 his/her 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 EMT's that are here more than 6 months and enrolled in an approved Medic program will receive a stipend of \$3.00 per hour for all worked time. In the event an employee drops from the enrolled Medic program before completion they will no longer be eligible for this Stipend.
- Upon successful completion and upgrade to FT medic, they will be slotted into the pay scale commensurate to a 2-year medic.

ARTICLE 9 LAYOFF AND RECALL

SECTION 9.01 – 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 9.02 – 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 9.03 – 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 effective date. The employer will not deny the effected members from obtaining gainful employment from other companies named as competitors by the employer and such employment will not effect the member's chances for re-call. 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 9.04 – 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 re-call as specified elsewhere in this contract.

ARTICLE 10 HEALTH & SAFETY

SECTION 10.01 – 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 10.02 – IMMUNIZATIONS

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

1. Hepatitis B inoculation series (HBV), annually,
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. Any other immunization deemed necessary by the state/county Health Officer, OSHA or authorized governmental agency.

SECTION 10.03 – TOBACCO/SMOKE FREE WORKPLACE

In accordance with the NYS Clean Indoor Air Act (NYS Public Law Article 13, Section 1399n-x), smoking 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. Members who smoke in designated areas will clean up all smoking 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 10.04 – 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 10.05 – RADIOS

The radio is the primary form of communications for Emergency crews (911 Contracts). Said crews will be able to use the radio for all over-air traffic. Secondary communication devices are not to substitute the radio.

Each crew will be given a portable radio with a case in a working condition. Thus the employer will maintain a sufficient, stable and accountable radio communication system in which crew members using a portable radio can transmit and receive anywhere in the 911 jurisdiction, clearly able to hear and be heard without resorting to a secondary system. Exceptions to the above includes: Acts of God, or other such extremes.

The employer will furnish to each crew responding to any emergency call, a portable radio capable of receiving and transmitting on the Empress frequency. 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). The company's emergency and non-emergency vehicles used by bargaining unit personnel will be equipped with a mobile radio capable of transmitting and receiving on the appropriate frequencies. A mobile or cell phone is not considered a portable radio. Every phone issued to field units will be capable of communicating with both dispatch stations and the on-duty supervisor.

SECTION 10.06 – VEHICLE CHECK-OUTS & OPERATIONS

ALS crews will have twenty (20) minutes and BLS crews will have ten (10) minutes to check out their ambulances before going into service for active duty provided that upon receipt of equipment, crews will be placed at Code 5 status, unless municipal contracts dictate otherwise. 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, providing that the over-runs are to restock or otherwise maintain their ambulance. The employer will ensure that equipment is readily available for restock. Members will not be held responsible for 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. 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 10.07 – 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 10.08 Vehicle Safety Cameras

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

- B. The Employer agrees that it 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.
- C. 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 allows for it.
- D. The Employer agrees it will not access the video functionality of the crew cab camera for “real-time” surveillance of the employees.
- E. The Union understands that when activated by an event, the recorder captures a digital clip surrounding the event. Events are triggered by 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 thirty (30) seconds prior to the event, and up to thirty (30) minutes post event for the purposes of investigation and documentation.
- F. 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 maybe used to counsel, train, educate and, when necessary, issue disciplinary action to employees for the avoidance of future, similar vehicle operation.
- G. 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.
- H. The Employer agrees that vehicle monitoring recordings, unless supportive of cause, shall not be used for corrective action(s).

- I. 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 provided a copy upon request. Employees have the right to Union representation during investigations in accordance with labor law and the collective bargaining Agreement.

- J. 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:
 - i. 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.
 - ii. Collision: drive cams will notify the Employer if a collision has occurred.
 - iii. 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.
 - iv. Manual Trigger: Events through which the 'emergency' button is pushed by the employee to manually capture an incident.
 - v. Positive Recognition Event: Events identified through event review or by recommendation, such as 'above average' driving skills (avoiding collision).
 - vi. In the event of a driving score of ninety percent (90%) or greater averaged over a one hundred eighty (180) day period (bi-quarterly) the employee will receive eight (8) hours of PTO for the period. Full Time Employees must have driven 200 hrs. in each quarter of the period to qualify for the bonus. Part Time employees must have driven 60 hrs. in each quarter of the period to qualify for the bonus. Any employee with an avoidable accident during the bi-quarterly review is disqualified from the bonus.

- J. The employer will provide education to all affected employees prior to final implementation of the drive cam system.

- K. The Employer shall operate drive cams in a manner consistent with Local, State and Federal law.

- L. Any image of an employee captured on a vehicle monitoring system shall not be released or disseminated to any persons until written permission has been granted by that employee. 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.

ARTICLE 11 SUBSTANCE ABUSE POLICY

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 possession, use, manufacture, sale or attempt to sell illegal drugs and the use of alcohol or impairment from alcohol while on duty. Moreover, the consumption of alcohol by members is prohibited within Eight (8) hours of reporting to work.

Any member found to have a breath alcohol concentration of greater than .040 while on duty or found to have an illegal drug in his/her system, or found to have possession, manufactured, transferred, sold or attempted to sell any illegal drugs will be subject to discipline up to and including termination. (Company sponsored activities, which may include the responsible service of alcohol beverages, are excluded provided alcohol abuse does not occur).

Members may be tested for drugs and/or alcohol use based on reasonable suspicion. Reasonable suspicion results from the objective observations of a Supervisor or crew member. The member will be sent home until the test results are known. 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 shall be made whole for any scheduled hours missed. Any member refusing to submit to testing may be immediately terminated. Members may also be tested for drugs and/or alcohol as a post accident procedure at the discretion of the employer. 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. Random 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. 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.

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.

Accommodation of Members Seeking Treatment/Rehabilitation

The employer may accommodate members with chemical dependents (alcohol or drugs), if they voluntarily seek treatment and/or rehabilitation. Members desiring that assistance may request a paid (depending on PTO availability in their bank) or unpaid leave of absence. Notwithstanding the member's allowance of voluntary treatment, the employer reserves the right to terminate any person who violates the substance abuse policy or whose job performance is impaired because of substance abuse. Members given the opportunity to seek treatment and/or rehabilitation who are involved in any other violations of this policy will not be given a second opportunity to seek treatment or rehabilitation.

ARTICLE 12 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 days (90).

ARTICLE 13 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, a verbal warning, written warnings, suspension without pay, forfeiture of paid time, reassignment within supervised divisions, and/or discharge. The employer may not follow the progressive guideline based on the employer's discretion. The employer will notify the Union in writing within Twenty-Four (24) hours for any disciplinary action and state the reason(s) for the disciplinary action. The employer may suspend a member, without pay, pending investigation for no more than three consecutive days.

Upon completion of the investigation, the employer will pay the member all payment of salary owed if no disciplinary action has been taken.

In order to be considered valid, notices of discipline will be issued ten (10) business days after the employer became aware of the occurrence, of the misconduct claimed by the employer, in such notices of discipline. The employer may maintain such notices on file as part of the member's employment history not longer than:

- Verbal Warnings 12 Months
- Written Warnings 18 Months
- Suspensions 24 Months

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

ARTICLE 14 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 Director of Operations or his designee within ~~seven (7)~~ five (5) days of the completion of the discipline process and the grievance will be reduced to writing by 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 ~~three (3)~~ five (5) business days, who will hold a meeting within five (5) 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 ~~fifteen (15)~~ 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 to a rotating panel of arbitrators consisting of Eugene Coughlin and Laurie Cain or their first designee, commencing with the first arbitrator listed herein, 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 selected will have no power or authority to amend, alter or modify this Agreement, but will be limited to deciding whether or not a violation of an express provision of this Agreement has been committed. The Arbitrator may consider any and all Federal, State and Local law in his/her interpretation of this contract. The arbitrator's award rendered in accordance with this Agreement will be final and binding on the employer, the Union, and member concerned.~~ 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 15 NO DISCRIMINATION

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

ARTICLE 16 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 17 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.

~~During the term of this agreement, the employer will not engage in a lockout provided that a decision by the employer to shut down for any reason, including a labor dispute or a work stoppage or to merge or discontinue any part of its operations or functions within the bona fide exercise of its management rights set forth in this agreement, will not be deemed a lockout.~~

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 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 of this section and instruct such members in writing to cease such action immediately. Immediate termination may also be requested as a form of action to the aforementioned.~~

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 18 MISCELLANEOUS

SECTION 18.01 – SEVERABILITY

~~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.~~

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 is 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 18.02 – 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 three (3) members of the local executive board.

SECTION 18.03 – 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 18.05 – 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 18.06 - LABOR/MANAGEMENT MEETINGS

~~As per the start of this contract. 1/1/2013,~~ The employer and union will meet quarterly or a time frame mutually agreed upon to conduct labor/management meeting. These meeting will be used to discuss issues and concerns effecting the business and labor force.

Article 19 Age Out (AO) Clause

This section will qualify all members with a total number of years in service equaling 25 or more and a minimum age of 52 years old. Employees who qualify for the (AO) Clause will have the option for participating under the following guidelines:

Members choosing to participate must do so for an entire year-long term and be subject to the terms listed below. Members must notify management of their intent to opt-in during the month of November. Members enrolling into the program will have their new and reduced schedule ready in time for the January permanent schedule update (first Tuesday in January). All participants will notify management each November during this contract term for their intentions to enter, exit or remain in the AO program.

1. Members approved to participate in the AO program must submit their modified AO schedule to management prior to the regular deadline for the January permanent schedule update. Members in the program may opt-out in November of each year. Those participants opting out must have their new full time schedule into management prior to the deadline for the January shift bid. Members who are participating in the AO program will remain in the program if they do not opt out during the November opt out/in period.
2. Participating AO members will be permitted to exit the program during the year if a crisis occurs, that is, financial hardship, death of a child or spouse, or an emergency affecting shelter or other demonstrable economic hardships at the employer discretion, this discretion will not be unreasonably withheld.
3. Age-Out members must work 16-24 hours per week to be considered full-time. These members will retain all the benefits as regular full time employees with these exceptions:
 - AO members will accrue 120 Hours PTO per year.

- AO members will not have any sick time provision
 - AO member Salary will be frozen and not eligible for Longevity Pay.
 - AO member will not receive any Holiday Pay Benefits
 - AO member will not be eligible for any Jury, Bereavement Leave pay, however they may use their eligible PTO time.
6. AO members may pick up extra tours on a weekly schedule to attain up to 40 hours per week.
 7. AO members will keep their level of seniority which will continue to accrue while remaining in the AO program.
 8. AO members will be eligible for additional (OT) shifts after they have been offered to other members under the conditions stated in this contract. in accordance with section 5.09
 9. Should conditions develop that would impose a shift bid, participating AO members whose tours are not being eliminated will not need to participate in the bid, their reduced AO scheduled tours will be reserved for them.

ARTICLE 20 DURATION

The foregoing Agreement between the employer and the Union will continue in full force and effect from January 1, 2018 through to December 31, 2022 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 MOU's signed previously to this documents ratification are considered null and void.