

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered by Empress Ambulance Services Inc, ("Employer"), the International Association of EMT's and Paramedics/NAGE/SEIU Local 5000 ("IAEP" or the "Union"), collectively ("Parties") as follows:

RECITALS

1. The Employee and the Union are parties to a collective bargaining agreement (CBA), that expires on December 31, 2022.
2. The Employer and the Union seek a temporary agreement regarding issues from the Corvid-19 outbreak.
3. The Employer is seeking to utilize bargaining unit members in special assignments as coordinated with local communities and the NYS-DOH.
4. Following a complete discussion, the parties have agreed to the terms and conditions set forth below.

UNDERSTANDINGS

1. Any special assignment shall be strictly voluntary and no Bargaining Unit Member will be mandated to work a special assignment.
2. Bargaining Unit Members working a special assignment shall be paid a rate of two time (2x) their base hourly wage for that shift
3. Additionally, any Bargaining Unit Member volunteering for a special assignment shall receive a one time addition to their PTO bank of eight (8) hours. These hours shall be used before December 31, 2020 in accordance with article 7 of the CBA.
4. Any Bargaining Unit Member who becomes mandated by the Department of Health (State or Federal) to self-quarantine due to potential exposure to the virus while on duty at Empress, will be paid their normal hourly rate for all regularly scheduled hours during the quarantine period. Employees will not be charged any accrued leave time for this.
5. Per-Diem Bargaining Unit Members under the conditions listed in number 4 shall be up to twenty Four (24) if they fail to meet their minimum monthly hour requirements.
6. The Employer agrees to research and follow up back to the Union regarding if exposure and subsequent treatment will be covered by short term disability or worker's compensation. If deemed not to be covered by short term disability or worker's compensation, the parties agree to meet and discuss options on a case by case basis.

7. This Memorandum of Understanding shall be construed in accordance with laws of the State of New York. Should any court of law find any term or clause of this Memorandum of Understanding invalid under the prevailing law, then only that term or clause shall be omitted from the enforcement, and all other terms and conditions shall remain enforceable.
8. The Parties each acknowledge and agree that: they have read this Memorandum of Understanding in its entirety, they have had an opportunity to have its provisions explained to them by legal counsel, they agree to all its terms and conditions, and they are signing this MOU knowingly and voluntarily.
9. This Memorandum of understanding constitutes the entire agreement between the parties concerning the matters contained herein and supersedes all other agreements and understanding concerning such matters. No modification, amendment or waiver of any of the provisions of this Memorandum of Understanding shall be effective unless approved in writing by both parties.
10. The provisions contained in this Memorandum of Understanding shall become null and void upon expiration of the New York State of Emergency.

This Memorandum of Understanding may be executed in counterparts and facsimile signatures shall be considered as valid as original signatures.