

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 to modify article 10, section 10.08 Vehicle Safety Cameras.
3. As described in article 10, section 10.08 (B), the Employer has installed an enhanced software upgrades to include a facial recognition function, distracted driver notifications, rolling stop notifications, and following too close notifications.
4. Following a complete discussion, the parties have agreed to replace section 10.08 of the current Collective Bargaining Agreement and have agreed to the terms and conditions set forth below.

UNDERSTANDINGS

- 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 allow for it.
- D. The Employer agrees it will not access the video functionality of the crew cab camera unless reviewing a harsh event notification or in response to a written complaint of unsafe conduct or other policy violation. The parties agree that a called in complaint on a recorded line of the Employer may also be grounds for an investigation. The Union, upon request will have access to the actual recording.

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

F. When applicable, the Employer will meet with the employee(s) involved in harsh events to assist in determining the cause of the activation(s). Recorded events may be 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 vehicle camera system 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 collective bargaining Agreement.

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

I. The Employer agrees that if recorded events 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 pothole 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...
- 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).

K. An employee who achieves a driving score of ninety percent (90%) or greater and does not incur a citation for an accident or disciplinary event associated with vehicle operation during any semi-annual bonus period measured from January 1 to June 30 and July 1 to December 31 of each year (the "Bonus Period") shall be eligible for a safe driving bonus of eight (8) hours PTO if full time and four (4) hours PTO if part time, providing they meet the following criteria:

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

Part Time Employee: Worked the entire Bonus Period and driven at least 25 hours during each calendar quarter in the Bonus Period.

L. The employer will provide education to all affected employees prior to final implementation of the vehicle monitoring system. All employees shall utilize the facial recognition software for initial set up.

M. The Employer shall operate the vehicle monitoring system in a manner consistent with Local, State and Federal law.

N. 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.

O. The Employer will establish an opt out form for employees who wish to opt out of the facial recognition of the cameras, with the full understanding that those employees who opt out shall not qualify for the bonus or safety points.

P. 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.

Q. 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.

R. 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.

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

