

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
EMPRESS AMBULANCE SERVICE  
AND  
INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS  
IAEP LOCAL R2-20**

This Memorandum of Understanding (MOU) is entered into by Empress Ambulance Service (“Employer”) and International Association of EMT’s and Paramedics/IAEP Local R2-20 (“Union”) (collectively, the “Parties”).

WHEREAS the Parties are subject to a Collective Bargaining Agreement with effective dates of July 12, 2018 through and including December 31, 2021, with an extension of the Collective Bargaining Agreement to December 31, 2022.

WHEREAS the Employer has notified the Union of the acquisition of EMStar Ambulance (Empress-Hudson Valley) located in Poughkeepsie, New York effective the 10th day of September, 2021.

COME NOW the Parties hereto mutually agree to the following:

1. Effective immediately, the employees of EMStar (Empress-Hudson Valley) will become employees of Empress Ambulance Service, Inc, and the EMT’s and Paramedics will be recognized under Article 1 of the current Collective Bargaining Agreement.
2. The Employer shall provide opportunities for the IAEP Local 20 Executive Board to travel to the Empress-Hudson Valley during working hours to speak with the membership.
3. All terms and conditions of the Collective Bargaining Agreement shall become effective for the employees recognized unless specifically referenced herein.
4. Acquired employees will maintain their current level of seniority from their most recent date of hire with EMStar Ambulance, and be entered into the current Empress seniority list based on those dates of hire. This seniority date will apply to all relevant sections of the CBA which reference seniority or annual allowances (i.e. raises and uniform stipends).
  - a. In the case of employees who worked for both Empress and EMStar, they will maintain their highest level of seniority between the two entities
  - b. Employees of EmStar who previously voluntarily or involuntarily separated from employment with Empress will be retained, and no prior disciplinary records or actions shall be utilized during this transition.

5. All acquired shifts and work stations in the Empress – Hudson Valley region will be added to the Permanent and electronic schedules. Transport units in this region will be considered entry-level (equivalent to Yonkers SSM Minimum in Section 5.02 of the CBA), and all 911 work stations will be considered “Outside Systems.”
  - a. The Hudson Valley Region SSM minimum shall apply to all employees with less than 2 years of service, effective immediately.
  - b. Acquired employees with *more than one, but less than two* years of service at the time of acquisition shall not be required to fulfill the Hudson Valley SSM minimum
  
6. Acquired employees wishing to work in the Westchester region, shall complete a short orientation and fulfill all requirements set forth by the QA department to be cleared for that region, and any individual outside systems within it. Likewise, employees from the Bronx or Westchester regions wishing to work in the Empress - Hudson Valley Region, shall complete a short orientation and fulfill all requirements set forth by the QA department to be cleared for that region, and any individual outside systems within it.
  - a. Acquired employees wishing to bid on permanent shifts in the outside systems in the Westchester region, will also have to complete the time qualifications outlined in section 5.02 of the CBA, commencing from the date of acquisition *not* from their seniority date
  - b. The Union and management will bargain at a future date over the time requirements for bidding on permanent shifts in Outside Systems in the Hudson Valley Region, and the above time qualification rule shall likewise apply to employees from the Westchester region
  - c. Any system-wide restrictions in effect at the time of acquisition will remain in effect after acquisition
  
7. For the first six (6) months after acquisition, there shall be no seniority preferential given for permanent shifts permitted at any of the Empress locations.
  - a. Seniority Preferential is defined as: an employee originally from a different region, getting a shift bid over someone originally from the shift’s region, regardless of overall seniority.
  - b. Example: Westchester-hired medic (Seniority date 1/1/17) and Empress- Hudson Valley-hired medic (seniority date 1/1/18) bid on Putnam 1. In this case, the Empress Hudson Valley-hired medic would get the shift despite having less overall seniority.
  
8. Full Time employees in the Empress – Hudson Valley will have first choice for overtime in that Region based on DOH or DOU and vice versa for the first six (6) months.
  
9. Employees shall not be moved by the scheduler from a shift in one region to a shift in another region, without at least twenty-four (24) hours of notice and as long as it does

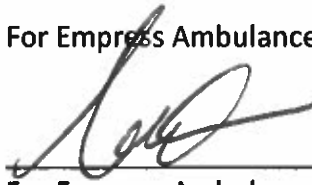
not cause undue hardship to the employee (note: increase from the 12 hours in section 5.05 of the CBA)

10. Employees working in the Empress-Hudson Valley region will be paid in accordance with the Collective Bargaining Agreement and any Memoranda of Understanding in place at the time of the transition.
  - a. A compression will be applied to ensure that rates of pay are commensurate with seniority
  - b. Major discrepancies in rates of pay will be addressed on a case-by-case basis
  
11. EMT's working the Empress- Hudson Valley region must meet the following qualifications to work in the Division:
  - a. Valid NY State issued EMT license
  - b. Valid issued drivers license
  - c. Valid CPR card.
  
12. Paramedics working the Empress Hudson Valley region must meet the following qualifications to work in the Division:
  - a. Valid NY State issued Paramedic License
  - b. Valid issued driver's license
  - c. Valid CPR Card
  - d. ACLS certification
  - e. PALS certification
  - f. Hudson Valley MAC
  - g. Westchester MAC
  
13. The Employer agrees to continue the Empress-Hudson Valley Health Care Benefits currently in place at the time of the acquisition without interruption. All eligible employees will then participate in the Empress Ambulance Service "open enrollment" period for benefits beginning January 1, 2022.
  
14. Employees working the Empress-Hudson Valley region will remain with their current uniform allotment and policies, and will be transitioning to Empress uniforms beginning January 1, 2022 in accordance with Article 5, Section 5.13 of the Collective Bargaining Agreement. Any worn or damaged uniforms shall be replaced by the Employer on an as needed basis until all new uniforms are acquired.
  
15. The following services will be included in the list provided in Article 5, Section 5.15 of the CBA and MOU dated August 8, 2019 as services employees may not work for in the Empress Service Area without Empress Management approval:
  - a. Ambulnz
  - b. Mobile Life Support Services

Employees who are currently employed by any of the aforementioned services shall have thirty (30) days to either resign from the competitor or resign from Empress.

16. Supervisors at the Empress-Hudson Valley region will not work non-supervisory road shifts on a permanent basis
17. Employees who are currently employed by EmStar in the capacity of "dispatch" will be offered a position in Westchester for a dispatch position or will be offered a position as an EMT in the Empress-Hudson Valley region if they hold the appropriate certifications and licensure.
18. Any dispatcher who does not currently hold EMT certifications and licensure will be offered a customer service position, or offered a paid position in the Empress EMT academy if they wish to continue in the capacity of dispatch or transfer to road shifts.
19. Employees working the Empress – Hudson Valley region will carry over to Empress all accrued Vacation/Sick/PTO banks that they currently have. Effective immediately, the accrual rates will begin as described in the Collective Bargaining Agreement.
20. Any system restrictions on employees will remain in effect, even after acquisition
21. This Memorandum of Understanding shall be construed in accordance with all federal, state, and local laws and statutes. Should any court of law or governing agency find any term or clause of this Memorandum invalid under the prevailing law, then only that term or clause shall be omitted from enforcement and all other terms and conditions shall remain enforceable. The parties agree to meet and bargain successor language for any term or clause deemed invalid within thirty (30) days.
22. This Memorandum of Understanding constitutes the entire agreement between the parties concerning the matters contained herein. No modifications, amendments or waiver of any of the provisions of this Memorandum of Understanding shall be effective unless approved in writing by both parties.
23. This memorandum of Understanding shall become effective upon written execution of the Agreement and signed by both parties.

For Empress Ambulance Service



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Date: 9/13/21

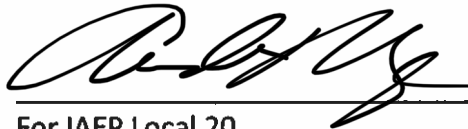
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For IAEP Local 20



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