

**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 recognize the Employer's recognition by the State of New York as a certified lab to conduct vaccination assignments is placing a burden on the existing workforce.

WHEREAS, the Parties recognize the Employer's wish to recruit new EMT's and Paramedics from outside of the Employer's workforce to staff vaccination assignments.

COME NOW the Parties hereto mutually agree as follows:

Definitions:

- Full-Status Member:** Members who are fully trained in Empress operations and capable of picking up road shifts.
- Vaccinator Member:** Members who are hired as and trained as vaccinators only and not capable of picking up road shifts.
- Non-Union Vaccinators:** Nurses, supervisors, or other non-bargaining unit employees who are trained as vaccinators.

1. The Employer will advertise for, interview for, and offer per-diem positions to qualified EMT and Paramedic applicants for vaccination assignments,
2. The per-diem employees shall be required to become members of the IAEP bargaining unit,
3. The Vaccinator member rate of pay will be commensurate with the rates provided for in the existing collective bargaining agreement between the Parties or any Memorandum of Understanding(s) that have been executed addressing wages,
4. All hours provided by the Employer for the purpose of vaccinator assignments shall be offered to members who are not already scheduled for the same time frame, by seniority with priority given to the most senior member who has bid on the shift without regard to employment status (FT, PT, PD).

Shifts will be awarded in the following order:

1. Full Status Vaccinator members.
2. Vaccinator Members.
3. Non-Union Vaccinators

Shifts will be posted one week prior to the shift. Bids for the next week shall be submitted by 2359 on the Thursday prior to the shift by both full status and vaccinator

members. The shift assignments shall be posted by 1200 on the Friday prior to the shift. If the shift remains open after the initial bidding process, full status members shall have twenty-four (24) hours to request any remaining shifts, on a first-come, first served basis. If the shifts remain open after this time frame, Vaccinator members shall enter the pool and full status and vaccinator members shall have an additional forty-eight (48) hours to provide their availability for the open shift. Should no bargaining unit member provide availability after this time period, the Employer may assign the shift to a non-union vaccinator.

***Short notice of available shift:**

If the Employer is notified of a short notice request to provide vaccines, the Employer will first notify all full status vaccinator members. These members will have one hour to provide availability, and be assigned on a first-come, first-served basis, before the Employer then opens the shift to the Vaccinator members for one more hour. If no bargaining unit members provide availability in this two (2) hour time frame, the Employer may offer the shift to a non-union vaccinator.

5. Employees who are scheduled for vaccinator assignments shall earn two times (2X) their applicable rate of pay for the performance of these duties,
6. The Employer agrees to temporarily suspend for vaccinator members only, Article 5, Section 5.18 of the existing collective bargaining agreement for the term of this Memorandum of Understanding to recruit qualified applicants to fulfill the obligation of the COVID-19 testing and vaccinations,
7. The Employer agrees to temporarily suspend the Yonkers SSM minimum outlined in Article 5, Section 5.02, for vaccinator members, however, the employer shall also offer opportunities for newly hired EMT and Paramedic "vaccinators" to be trained in regular operations of the company and work on the regular road shift schedule, if qualified to do so.
8. This Memorandum of Understanding shall be construed in accordance with the laws of the State of New York. Should any court of law 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.
9. 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.
10. This Memorandum of Understanding shall become effective upon written execution of the Agreement and signed by both Parties.
11. This Memorandum of Understanding shall be in effect through and including June 30, 2021, unless it is mutually agreed that it shall be suspended or extended by both parties, and shall be in writing.

For the Employer:



Date: 5/4/21

Pres. dnd

Date: _____

For the Union:



Date: 5/10/21



Date: 5/29/21