

**MEMORANDUM OF UNDERSTANDING
BETWEEN PROTRANSPORT-1 AND USW/
TEMSA LOCAL 12-911
CONCERNING PT-1 WAGE SCALES**

This Memorandum of Understanding ("MOU") between ProTransport-1 ("PT-1" or "Employer") and United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO on behalf of its TEMSA Local 12-911 (individually and collectively as ("USW " or "Union")) will become effective on or before the third pay period after this MOU is signed by both parties. The parties agree as follows:

1. PT-1 and the Union agree that the wage scale for EMTs, Paramedics and MTS/Gurney Van Operators attached hereto as Exhibit A will replace the wage scales for the EMTs, Paramedics and MTS/Gurney Van Operators contained in the 2021-2023 collective bargaining agreement between the parties. The Santa Clara /Non-Santa Clara wage scales, the 8/10 and 12 hour shift wage scales and the current MTS/Gurney Van Operator wage scales are all being replaced by the wage scales contained in Exhibit A.

2. The wage increases set forth in Exhibit A constitute a wage increase for all employees in the bargaining unit, even taking into account certain premiums set forth in Article 16. To that extent, the wage scale set forth in Exhibit A also replaces the following premiums/differentials: 1) Article 16, section 16.00 of the 2021-2023 collective bargaining Agreement provided that Full-Time EMTs and Paramedics above step 10, EMTs who were red circled on the ALS wage scale and MTS/Gurney Van Operators who were red circled at the top of the MTS/Gurney Van Operator wage scale would receive a one thousand two hundred fifty dollar (\$1,250) lump sum payment in the pay period following their anniversary date, during the second year of the Agreement. Those lump sum payments will not be paid and are being replaced by the language in Exhibit A that provides: "Any employee with tenure above the scale

will receive a 3% annual increase on their anniversary date"; 2) Article 16, section 16.03 of the 2021-2023 collective bargaining agreement provides: "The Employer has the sole authority to appoint employees to act as Field Training Officers. FTO's will receive a premium of two dollars (\$2.00) per hour to their base hourly rate. The Employer reserves the right to reduce or increase the number of FTOs appointed". Section 16.03 will be replaced by the following language: "The Employer has the sole authority to appoint employees to act as Field Training Officers. FTO's will receive three hundred dollars (\$300) per trainee. The assignment of FTOs and the guidelines for paying the \$300 stipend are subject to the attached MOU. The following language in Article 16, section 16.00 will be deleted: "In order to qualify for FT Scale, employees must bid or construct a permanent FT schedule of 72 or more hours per pay period for the duration of the bid period." Finally, Article 10, section 10.11 of the 2021-2023 collective bargaining agreement will be amended by adding the following sentence, "Unless agreed otherwise, the Employer will slide an employee's shift start or end time no more than three (3) shifts in a pay period and, the slides will be no more than one (1) hour."

3. The wage rates for all positions as contained in the wage scales of Exhibit A are equal to or in excess of thirty percent (30%) above the California minimum wage and thus, pursuant to Section 3 (H) of California Wage Order No. 9, overtime is to be paid for work performed in excess of forty (40) hours in a workweek. Overtime will be paid at one and one-half times (1.5x) the employee's regular rate of pay. The overtime language set forth in this paragraph 3 will replace the existing overtime language of Article 16, section 16.01 of the 2021-2023 collective bargaining agreement.

4. The following differentials and wage premiums contained in Article 16 of the 2021-2023 collective bargaining agreement will be unaffected by this Side Letter Agreement: 1) Article 16,


section 16.00, \$2.00 per hour differential for LPCH EMTs; 2) Article 16, section 16.01, Night Differential; and 3) Article 16, section 16.03, Rig Chiefs and Bariatric.

5. This Memorandum of Understanding replaces portions of Article 16 and supplements the other terms and provisions of the 2021-2023 Collective Bargaining Agreement. All Articles, sections and terms not specifically replaced, supplemented or modified by this Memorandum of Understanding will remain in effect for the duration of the 2021-2023 agreement.

ProTransport-1

USW/TEMSA Local 12-911

By:



Rick Fields

By:



Fernie Mirelez

Dated:

8/23/2022

Dated:

8/23/2022

EXHIBIT A To Memorandum of Understanding Concerning PT-1 Wage Scales

Section 16.00. EMT Wage Scale

Level at Ratification	Year 2
0 thru end of 2 years	\$ 20.75
Start of year 3 thru end of year 3	\$ 21.17
Start of year 4 thru end of year 4	\$ 21.59
Start of year 5 thru end of year 5	\$ 22.02
Start of year 6 thru end of year 6	\$ 22.46
Start of year 7 thru end of year 7	\$ 22.91
Start of year 8 thru end of year 8	\$ 23.37
Start of year 9 thru end of year 9	\$ 23.95
Start of year 10+	\$ 24.55

Section 16.01. Paramedic Wage Scale

Paramedics

Level at Ratification	Year 2
0 thru end of 1 year	\$ 32.00
Start of year 2 thru end of year 2	\$ 32.64
Start of year 3 thru end of year 3	\$ 33.29
Start of year 4 thru end of year 4	\$ 33.96
Start of year 5 thru end of year 5	\$ 34.64
Start of year 6 thru end of year 6	\$ 35.33
Start of year 7 thru end of year 7	\$ 36.04
Start of year 8 thru end of year 8	\$ 36.76
Start of year 9 thru end of year 9	\$ 37.68
Start of year 10+	\$ 38.62

Section 16.02. Wheelchair / Gurney Van

Level at Ratification	Year 2
n/a	\$ 19.50

Any employee with tenure above the scale will receive a 3% annual increase on their anniversary date.

EMTs and Paramedics will be paid overtime based on Section 3 (H) of California Wage Order No. 9. Overtime will be paid for work performed in excess of forty (40) hours in a workweek. Overtime will be paid at one and one-half times (1.5x) the employee's regular rate of pay.

The Employer has the sole authority to appoint employees to act as Field Training Officers. The Employer reserves the right to reduce or increase the number of FTOs appointed. If more than one FTO provides training to a Trainee, the FTO fee will be split among those FTOs pro-rata.

Memorandum of Understanding

Between Protransport-1 and USW/TEMSA LOCAL 12-911

This Memorandum of Understanding, hereinafter referred to as "MOU", is entered into by and between ProTransport-1 LLC, hereinafter referred to as the "employer" and United Steel Workers Union, on behalf of Turlock Emergency Medical Association, (TEMSA), Local 12-911, hereinafter referred to as "Union".

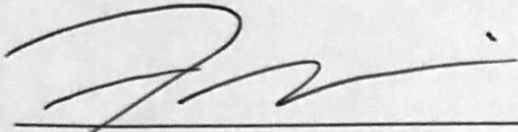
This Memorandum of Understanding by and between the parties is to clarify the FTO pay differential of \$300/per new hire trainee (the term "trainee" also includes employees participating in return to work training) for an EMT/Paramedic. The parties have agreed to the following:

It is PT-1's desire to keep the same FTO and Trainee together until training is complete. However, if the original FTO and Trainee cannot complete the training process together the following will apply:

- If a trainee, who is scheduled for a shift with a FTO, calls out or asks to be rescheduled, the Company will make all reasonable efforts to schedule the Trainee with the same FTO at the next available opportunity. When the Trainee completes the training, the FTO will be entitled to the full \$300 stipend.
- If the FTO calls out or is unable to work their scheduled shift with a Trainee, the Company reserves the right to assign the Trainee to a second FTO to complete the training. \$75.00 will be paid daily to the newly assigned FTO to a maximum of \$300 total per trainee.
- If an FTO has already been paid the full \$300 to train the Trainee and the Trainee is then assigned another FTO due to a second evaluation or an extension of their training, the newly assigned FTO will be paid \$75 per day for each day they are assigned to the Trainee up to a maximum of \$300 per Trainee.
- Trainees will be offered to a FTO before being assigned to a management employee.
- The company will offer training opportunity to FTOs on an equitable and fair basis.
- FTOs may decline the opportunity to have a trainee with advance notice to the Training Coordinator.
- During the remainder of the 2021-2023 collective bargaining agreement, PT-1 will agree to offer each of the current FTO's at the time of this MOU, ten (10) trainees during the twelve month period that commences with the effective date of this MOU, reduced pro-rata, by any period of absence by the FTO of two weeks or longer. At the conclusion of the 12 month period PT-1 will pay the FTO \$300 for each trainee less than ten (10) that was not offered to the FTO.

This MOU is effective _____ and the Company agrees to pay employees based on guidelines above as of this date.

For the Union:



Date: 8/23/2022

Fernando Mirelez

For the Employer:



Date: 8/23/2022

Rick Fields