

MEMORANDUM OF UNDERSTANDING
BETWEEN PROTRANSPORT-1 AND TEMSA/USW LOCAL 12-911

This Memorandum of Understanding, hereinafter referred to as "MOU", is entered into by and between Pro Transport-1, LLC hereinafter referred to as an "Employer" and United Steel Workers Union, on behalf of Turlock Emergency Medical Association, (TEMSA), Local 12911, here in after referred to as "Union".

This Memorandum of Understanding is made by and between Protransport-1 and TEMSA/USW Local 12-911. This MOU pertains to all full-time and regular part-time Emergency Medical Technicians (EMTs), Advanced Emergency Medical Technicians, EMT Training Officers, Paramedics, and Wheelchair Drivers employed by the Employer and who are working at or out of its facilities located at Alameda, Contra Costa, Santa Clara, Stanislaus and Sacramento counties in California.

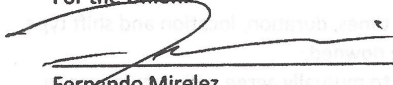
Due to the current State of Emergency in California surrounding Covid-19 this Memorandum of Understanding by and between the parties is to clarify the process for downing units to ensure continuity of process.

1. Should there be an operational need for the Company to down units, the Company will utilize the following:
 - a. The Company will compare shift start times, duration, location and shift type when determining which shifts will be downed.
 - b. The Company will consider the ability to mutually agree with employees to adjust shift durations and/or slide shifts to better meet demand.
 - c. Employees may elect to volunteer to be downed and must give the company 48-hour notice.
 - d. The company will take into consideration these volunteers before removing other employees from the schedule based on the operational need.
 - e. Those volunteers will be downed first when possible based on the operational need. Voluntary downing will not result in partial crews.
 - f. Should the volunteer's shift not be selected to be downed, the volunteer may utilize Section 9.11 Shift Trades and Substitutions to find coverage for their shift.
 - g. Employees who are downed will have the option to take a volunteer's shift, should it be available, or work an open shift. The open shifts must be filled prior to filling a volunteer's shift.
 - h. If both options have been exhausted or unavailable, the senior employee will then be able to bump the least senior employee for that day.
 - i. All shifts offered to employees must have 8 hours between shift end times and start times unless there is an operational need and both parties agree. If there is less than 8 hours between the employee's shift and the least senior employee's shift, the next least senior employee's shift will be offered. This will continue until 8 hours between shifts have been achieved.

- j. If the employee does not answer the phone, the company will leave a voice mail requesting a call back within one hour if the employee would like to work the offered shift.
- 2. Should the company have a shift become open or require upping a shift for the day, the Company will do as follows:
 - a. The company will make every effort available to contact the downed employee(s) and offer this open shift by seniority.
 - b. If the employee does not answer, the company may move on to the next senior employee to offer the open shift.
 - c. Once the list of downed employees has been exhausted, the Company will follow Section 9.01 Posting Work Schedules, and Section 9.08 Filling Open Shifts under the current CBA.
- 3. Both parties agree employees who volunteer or are downed will not be denied unemployment.

The terms and conditions of this Memorandum of Understanding can be modified or amended by mutual agreement as the needs of the parties or the State of Emergency surrounding Covid-19 changes. Either party may terminate this agreement with 10 business days' notice provided.

For the Union:



Date: 4-30-2020

Fernando Mirelez

For the Company:



Date: 5/5/2020

Alex Baker