



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered by and between American Medical Response, West Merced Operations ("Company "), and the Merced Emergency Medical Services Association, in Affiliation with the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union (USW), ("Union"), (collectively "the Parties") as follows:

RECITALS

1. The Company resulting from the successful RFP bid shall take over operations in Merced County as of January 1, 2026.
2. The Union was the exclusive representative of the employees working for the predecessor company in Merced County and shall be the representative of those employees once employed by American Medical Response, West Merced Operations.
3. The Parties now seek to identify the operating policies and procedures that will be in place until the time a new Collective Bargaining Agreement is reached between the parties covering employees working for the Company at the Merced operation. The parties agree to commence negotiations for a complete Collective Bargaining Agreement no later than March 1, 2026, unless mutually agreed otherwise.

NOW, for good and valuable consideration, including but limited to the covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by the signatories below, the Parties agree through this Memorandum of Agreement to the following:

UNDERSTANDINGS

1. The Company shall begin Merced Operations effective January 1, 2026.
2. The Parties agree the Company shall not recognize or assume the former Collective Bargaining Agreement between the Union and Riggs Ambulance Company.
3. The Company agrees it shall offer employment to all former Riggs field employees provided they successfully complete and pass the Company's pre-employment PAT and Drug test.
4. The Company agrees that field employees who are offered employment will be offered an hourly wage rate equal to the wage rate the employee enjoyed while working under the former Collective Bargaining Agreement.

5. The Company agrees it shall offer employment to all former Riggs dispatch employees provided they successfully complete and pass the Company's pre-employment Drug test and accept work at the Company's Modesto Communications Center.
6. The Union acknowledges that Dispatchers who accept employment offers to work for the Company in Modesto will be represented by UEMSW- AFSCME and be covered under the applicable Collective Bargaining Agreement.
7. The Union acknowledges that the Dispatchers accepting employment in Modesto will follow all existing provisions of the UEMSW-AFSCME Collective Bargaining Agreement with the exception of crediting their seniority for PTO upon employment in Modesto.
8. The Union acknowledges that the Dispatchers accepting employment in Modesto will be paid an hourly rate equal to but not less than their current hourly rate following the wage scales identified in the UEMSW-AFSCME CBA.
9. The Union acknowledges that the Dispatchers accepting employment in Modesto for shift bidding will maintain their current seniority, however such seniority shall be considered secondary to current Modesto employees.
10. The Parties agree employees will be hired as part-time staff in December, to facilitate employee NEOP training required prior to full operation on January 1, 2026.
11. The Parties agree employees shall not be paid for participation and completion of the required pre-employment PAT and Drug testing.
12. The Company agrees to recognize the seniority field employees had established at the former employer for the purposes of shift bidding and PTO accruals.
13. The Parties agree that employee corrective action or other employment issues incurred at the former employer shall not be carried forward to the Company.
14. The Parties agree field employees will accrue PTO based on their seniority using the following PTO schedule:

<u>Continuous Full-Time Service</u>	<u>PTO Benefit (40 HR equivalent time off)</u>
1 through 4 years	4.85 hours per pay period
5 through 7 years	6.47 hours per pay period
8 through 10 years	8.08 hours per pay period
11+ years	9.70 hours per pay period

15. The Company agrees it shall provide uniforms to field employees based on the schedule listed below:
 - Full-time – 3 uniforms
 - Part-time – 2 uniforms

16. The Company agrees it will provide multiple Blue Cross/Blue Shield and Kaiser Health benefit plans with premium cost shares for employees dependent upon plan choice ranging from 15% to 30%.
17. Employees shall be required to actively participate in enrollment using the Company's portal to enroll in health insurance. Enrollment eligibility will occur once employees are hired as full-time and benefits will begin the first of the month following thirty (30) days of continuous employment, provided the employee enrolls in a timely fashion.
18. Employees shall be offered the opportunity to participate in the Company's 401k plan that provides the following benefit:

For each payroll period, for each eligible employee, the Employer will make a matching contribution equal to 50% of each eligible employee's Elective Contributions to his/her 401(k) plan for the payroll period that do not exceed eight percent (8%) of the employee's wages for the payroll period. By way of example, if the employee makes an eight percent (8%) Elective Contribution to his/her 401(k) plan, the Employer will make a four percent (4%) matching contribution. The Employer's maximum contribution shall not exceed four percent (4%).
19. The Parties agree that field employees hired during this transition shall be subject to a ninety (90) day evaluation period from their initial employment date.
20. The Parties agree employees will continue to be paid weekly overtime.
21. The Company's pay periods are bi-weekly, with each pay week starting on Sunday and ending on Saturday. The first pay period, encompassing January 1, 2026, begins on December 21, 2025, and ends on January 3, 2026. Employees shall initially be paid for three (3) days with a pay date of January 9, 2026. Thereafter, employees shall be paid bi-weekly.
22. The Parties agree to a field employee dispute resolution process as outlined below until a new Collective Bargaining Agreement is negotiated between the parties.
 - A field employee or the Union may submit an employee issue in writing via hand delivery or email, to the Regional Director or their designee within ten (10) calendar days of the occurrence giving rise to the issue of concern.
 - The Regional Director or their designee shall meet with the employee and their representative (if so desired) within fifteen (15) calendar days and give their response in writing within fifteen (15) calendar days after such discussion.

23. The Parties agree employees shall follow all Company policies outlined in the Company handbook, local standard operating procedures and policies available electronically to all employees.
24. The Parties agree that this Memorandum of Agreement shall not have any precedential effect on any other situation involving any other employee of the Company or its related entities, and that this Memorandum of Agreement shall not bind the Company or Union to enter into the same or similar settlement with any group of employees.
25. This Memorandum of Agreement 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 Agreement shall be effective unless approved in writing by both parties.
26. The Company and the Union acknowledge they have read this Memorandum of Agreement in its entirety and that they agree to all terms and conditions; and that they are signing it knowingly and voluntarily and in so doing waiving any and all rights to challenge the contents or the basis for this Memorandum of Agreement in any form.
27. This Memorandum of Agreement is construed in accordance with the laws of the State of California. Should any court of law find any term or clause of this Memorandum of Agreement 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.

This Memorandum of Agreement may be executed in counterparts and facsimile or e-mailed signatures shall be considered as valid as original signatures.

Merced Emergency Medical Services Association, in Affiliation with the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union (USW).

DocuSigned by:
By: 
268A41F91ABE426...
Lee Almeida
President
TEMSA

Date: 11/18/2025

DocuSigned by:
By: 
491B0DCD73BF45B...
Fernando Mirelez
Staff Representative
United Steel Workers

Date: 11/18/2025

American Medical Response, West Merced Operations

DocuSigned by:
By:  Date: 11/19/2025
6C973D218F8A4CE...
Randy Lyman
Vice President of Operations
Pacific Region
American Medical Response

DocuSigned by:
By:  Date: 11/19/2025
BAF63FD8E9464A8...
David Banelli
Vice President of Labor Relations
American Medical Response
Global Medical Response

DocuSigned by:
By:  Date: 11/19/2025
EC5274F4E8FE4CF...
Daniel Iniguez
Regional Director
Pacific Region
American Medical Response