

**AGREEMENT**

**BETWEEN**

**MV TRANSPORTATION, INC.**

**Hanford, CA**

**AND**

**AMALGAMATED TRANSIT UNION**

**LOCAL 1027**

**Effective:**

**October 30, 2016 - June 30, 2019**

## **AGREEMENT**

This Agreement is entered into between MV Transportation Inc. (hereafter "Company") and the Amalgamated Transit Union, Local 1027 (hereinafter "ATU"), has as its purpose: The establishment of wages, hours of work, and other terms and conditions of employment. In the event ATU or the Company becomes aware of a practice, procedure, or activity which is not in compliance with this Agreement, then notwithstanding such practice, procedure, or activity, the parties shall immediately comply with the applicable provision of the agreement, rule, regulation, or statute.

### **ARTICLE 1** **RECOGNITION**

#### **Section 1.1 - Recognition of the ATU:**

The Company recognizes ATU as the exclusive representative of "employees" as defined in Section 1.2 of this Article for purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all such employees.

#### **Section 1.2 - Definition of Employees:**

Whenever used in this Agreement, the term "employee(s)" shall mean:

**INCLUDED:** All full-time and regular part-time Dispatchers and Drivers employed by the Employer at or out of its Hanford/Dinuba, California facility, who perform work under the Employer's contract(s) with the City of Hanford/Dinuba, California.

**EXCLUDED:** All clerical, professional and confidential employees, Road Supervisors, Dispatch Supervisors, Driver Development and Safety Supervisors(dds), Maintenance Supervisors, Administrative Assistants, mechanics, guards, and supervisors as defined in the Act.

#### **Section 1.3 - Definition of Probationary Employee:**

An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and ATU, or an employee rehired after termination of seniority shall be on "probationary" status for ninety (90) calendar days. The discipline or discharge of an employee who is in a probationary status shall not be in violation of this Agreement.

#### **Section 1.4 - Job Classes:**

The classification of jobs as described in Section 1.2 of this Agreement are defined as follows:

- a) A regular full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a workweek.

- b) A regular part-time employee is defined an employee regularly scheduled to work at least sixteen (16) hours but less than thirty-five (35) hours in a work week, however, the Company may schedule a part-time employee less than sixteen (16) hours in a work week upon the request of the employee. From time to time, part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations. If a part-time employee works thirty-five (35) or more hours in a workweek, each week for four (4) consecutive weeks, the Company agrees to grant that employee full time status with the exception of temporary vacancies as stated in Section 14.5. When an employee works less than thirty-five (35) hours in a workweek for six (6) consecutive weeks, that employee shall be moved/returned to part-time status.
  
- c) When a full-time vacancy occurs, as determined by the Company, it shall first be offered to a part-time employee in seniority order before non-employee applicants are considered. Employees may elect to remain part-time, if they so desire.

## **ARTICLE 2** **SCOPE OF AGREEMENT**

### **Section 2.1 - Duration:**

This Agreement shall become effective immediately after midnight on October 30, 2016 and shall continue in full force and effect from October 30, 2016 and shall continue in full force and effect through midnight June 30, 2019.

The parties agree to begin negotiations on a successor agreement no later than sixty (60) days prior to the expiration of the existing agreement.

### **Section 2.2 - Separability:**

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Articles, Sections or portions of this Agreement, which are not affected by such decision.

### **Section 2.3 - Waiver of Bargaining Rights and Amendments to Agreement.**

During the negotiations resulting in this Agreement, the Company and ATU each had the unlimited right and opportunity to make demands and proposals with respect to any matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the ATU to bargain collectively, and ATU expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specially referred to in this Agreement; (b) such matters were discussed between the Company and ATU during negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or ATU at the time this Agreement was negotiated and executed. This Agreement contains the

entire understanding, undertaking and agreement of the Company and ATU, after exercise of the right and opportunity referred to in first sentence of this Section 2.3, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and ATU.

No employee shall be permitted to waive any of the benefits of this collective bargaining agreement. No waiver or consent to employment under conditions other than as specified in this agreement may be asserted by any party, unless there is a signed written supplement to this agreement, executed by a duly authorized official of ATU and the Company in advance of any deviation from the terms contained herein.

No Company representative or official of ATU has authority to orally modify any of the terms contained in this agreement. Stewards and Executive Board members are not vested with authority to consent to or approve of any deviation from the terms of this agreement.

### **ARTICLE 3** **SENIORITY**

#### **Section 3.1 - Seniority Defined:**

An employee's seniority shall be from the last date of hire in the employee's job classification. Seniority shall mean the length of time an employee has been employed as a driver and, dispatcher, by the Company or date of hire from the Hanford/Dinuba location, measured in calendar days from the first day of the employee's most recent date of hire, for the purpose of selecting work, but not limited to, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding runs, assignments, or time off as provided for in this Agreement. If application of the preceding sentences results in two or more employees having the same seniority, the employee's seniority position will be determined by lot. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Article I (RECOGNITION) of this Agreement, at which time the employee shall possess seniority as defined in this Section 3.1. Seniority shall be applicable only as expressly provided in this Agreement.

#### **Section 3.2 - Layoff:**

- a. Determination of Layoffs. The Company will determine the timing of layoffs and the number of employees to be laid off.
- b. Layoffs. When a reduction in the work force becomes necessary, as determined by the Company, such layoffs shall be made in reverse order of seniority in each job classification.

#### **Section 3.3 - Recall:**

- a. Order of Recall. The employee with the most seniority in each job classification will be the first one called from layoff.
- b. Notice of Recall. The Company will forward notice of recall by registered mail, return

Receipt requested, to the last known address of the employee as reflected on Company records. The employee must, within five (5) days (excluding weekend days) of delivery or attempted delivery of the notice on the date specified for recall, and thereafter, returns to work on such date.

**Section 3.4 - Termination of Seniority:**

An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- a. Resignation by the employee or termination by the Company, unless reinstated pursuant to the grievance procedure.
- b. Failure to give notice of intent to return to work after recall within the time period specific in Section 3.3 (b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c. Except for layoff, time lapse of twelve (12) months, since the last day of actual work for the Company, regardless of reason, unless otherwise provided for by law.
- d. Failure to return to work upon expiration of an approved leave of absence.
- e. Layoff for a period of eighteen (18) months or for a period equal to the employee's seniority, whichever is less.
- f. Absence for three (3) consecutive days without notifying the Company.
- g. Misuse of leave as subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

**Section 3.5 - Seniority List:**

The Company shall provide ATU with a current Seniority List every month consisting of the employee's name, address, date of hire, expected date of probation ending and social security number, employee rate of pay, step increases, change in job title. The seniority list must be delivered to ATU via mail, fax, or, email, no later than the 7<sup>th</sup> day of each month. Such a list shall be deemed accurate unless challenged by ATU or the employee within ten (10) days upon receipt. The Company shall also provide notification in writing via mail, fax, or email to ATU within five (5) days if an employee's probation period is extended.

**Section 3.6- Return of Personnel to the Bargaining Unit:**

A person, who transfers out of the bargaining unit for a period of six (6) months or less and remains in the continuous employment of the Company, may transfer back to his designated job classification in the bargaining unit, which he vacated. If the person has withdrawn from the bargaining unit or paid no union dues during his original transfer, then the employee shall be subject to paying all past union dues and assessments.

If the return of the employee to the bargaining unit requires the layoff of an employee, the

employee with the least seniority will be laid off.

**Section 3.7 - Transfer or Promotions:**

If an employee transfers or is promoted out of the bargaining unit for more than six (6) months and chooses to return to a position in the bargaining unit, the employee will lose all seniority rights in the bargaining unit.

**Section 3.8 Job Classification Transfers:**

Employees transferring to a different job classification in the bargaining unit, shall be compensated at the appropriate hourly rate determined by total seniority time in the bargaining unit, but for purposes of bidding shall be considered a new hire.

**ARTICLE 4**  
**ATU REPRESENTATION**

**Section 4.1 - ATU Shop Steward:**

- a. Recognition of Shop Stewards: From among the employees employed in the Bargaining Unit, ATU may designate and the Company will recognize not more than (2) shop stewards to serve as ATU's agent in the representation of employees of the Bargaining Unit.
- b. Compensation of Shop Steward While Engaged in ATU Activity: Except as specially provided in this Section 4.1 (b), the shop steward shall not be compensated by the Company for his/her duties as the shop steward and shall perform such duties during times when he/she is not scheduled to work for the Company. Where the company has requested or the company has initiated an action, requiring the services of a shop steward, the steward shall be compensated for such time.

Access to Personnel/Medical Files: The Company will allow the ATU officials to review the Employee's personnel, and or, medical records, if done so in the facility office. A Written and verbal release from the employee must be provided to the General Manager, or designee, prior to Union review of any employee's personnel files. The files will be provided to the Union as soon as practicable once the employee's release has been received as stated in this section. Medical records will not be released absent a specific release of medical records signed by the employee.

**Section 4.2 -- Distribution of Union Literature.**

Bulletin Boards: The Company will provide ATU with a bulletin board. Said bulletin board will be located in such a manner that all employees can easily see its contents. This shall be used by ATU for posting of official notices, meetings, and all other matters pertinent to ATU. All notices and communications will be on ATU letterhead. ATU agrees that the bulletin board will only be used for official business and will not be used for personal notices or any other material not pertinent to official ATU business. ATU also agrees that no inflammatory or derogatory materials regarding the Company will be posted on the bulletin board. The ATU business agent or other duly appointed ATU Local 1027, officer shall have reasonable access, during regular Company office hours, to maintain the bulletin board.

**Section 4.3 - ATU Business Leave:**

An employee designated by ATU to serve as an officer or employee of ATU shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Article 3 (SENIORITY) of this Agreement.

**Section 4.4-Union Release Time:**

The Company shall release from duty without pay any ATU representative to conduct Union business. With these requests, ATU recognizes the needs of the operation.

**Section 4.5 - ATU Visitation:**

Upon giving reasonable notice to the Company, the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with employees to non-work time (which includes layover and break time) and his activities will not in any manner interfere with the performance of work by the employee.

**ARTICLE 5**  
**CUSTOMER RIGHTS AND CONTINGENCIES**

**Section 5.1 - Termination of Transportation Service Contract:**

If the transportation services contract between the Company and its service customer, City of Hanford/Dinuba, terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement may continue to resolve disputes pending at the time of termination up to and including arbitration. If the transportation service contract to one customer is terminated, then rights and obligations of this Agreement associated with work done will be continued by the new contractor, except for the pending dispute resolution as described in the previous sentence. If the service customer awards the services now provided by the Company to another transportation provider, the Company will notify ATU of the time, address and representation of such other transportation provider, if known.

**Section 5.2 - Rights of Customers:**

Nothing in this Agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by the Company to its services customer nor the rights and privileges of such customer under the transportation services contract referenced in Section 5.1 of this Article.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

**Section 6.1 - Retention of Managerial Prerogatives:**

Consistent with its obligation under the National Labor Relations Act, the Company retains the sole and exclusive right to exercise all the authority, rights and/or functions of management and expressly retains the complete and exclusive authority, right and power to manage its operations and to direct its employee except as the terms of this Agreement specifically limit said authority, right and powers. Consistent with the same obligations of the National Labor Relations Act, the Company also reserves the right to revise, withdraw, supplement, promulgate, and implement policies during the term of the agreement as it deems appropriate, provided that such actions do not conflict with the express provisions of the agreement. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to the following:

- a. To reprimand, suspend, discharge, or otherwise discipline employees for cause and to determine the number of employees to be employed.
- b. To hire employees, determine their qualifications and assign and direct their work; to promote, demote, and transfer, layoff, recall to work and retire employees.
- c. To set the standards of productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; and set the starting and quitting time and number of hours and shifts to be worked.
- d. To close down or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the Customer.
- e. To introduce new and improved technology, research, service, and maintenance methods, materials, equipment; to determine the price at which the Company contracts its services; to determine the methods of financing its operations and services; and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- f. To issue, amend, and revise policies, rules, regulations, and practices including rules of conduct or standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or non-existence of facts which are basis of management decision; and to carry out the lawful directives of the customers to whom the Company contracts its services. The Company will provide written notification to ATU of any changes.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise the same other way not in conflict with the express provisions of this Agreement.



**Section 6.2 - Bargaining Unit Work:**

It is the understanding of the parties that bargaining unit work shall normally be performed by bargaining unit personnel within the classification in which the work is normally assigned. However, bargaining unit personnel may be cross-utilized when manning requirements and operational needs dictate, as determined by management. Additionally, non-bargaining unit employees may be assigned to perform bargaining unit work during urgent demand or emergency situations as needed when no other bargaining unit employees are readily available to perform the work. A bargaining unit employee shall take over work assigned to non-bargaining unit employees during urgent demand or emergency situations as soon as they become available to take over that work. The Company shall not be required to pull an employee from another assignment in order to replace the non-bargaining unit employee. The Company will not assign a non-bargaining unit employee to perform bargaining unit work for the sole purpose of avoiding the payment of overtime.

**Section 6.3 - Contractual Duties:** Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibility to the City of Hanford/Dinuba, which includes, but is not limited to the assignment, dispatching and management of trips, passengers and service to other contractors who are under contract directly to the City of Hanford/Dinuba.

**Section 6.4 - Work Rules:**

The Company, after conferring with ATU, may issue information which sets forth rules, regulations and policies that do not conflict with the provisions of this Agreement. At least ten (10) days prior to the implementation of any new revised rule, regulation or policy, the Company will provide ATU a copy of such revision. This section shall not be construed as a waiver of ATU's statutory rights regarding said revisions except that the union acknowledges the Company's right to establish reasonable rules as it deems necessary. Should the union raise an objection, it must do so in writing within the ten (10) days specified herein or else the union's objection is not valid.

**ARTICLE 7**  
**NON-DISCRIMINATION**

**Section 7.1 - Equal Opportunity:**

The Company and ATU each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and privileges of employment nor will it limit, separate or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individuals race, color, religion, sex, national origin, age or disability. The parties agree that disputes under this Article shall be resolved through the grievance and/or arbitration procedures.

**Section 7.2 - Affirmative Action and Job Accommodation:**

Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any part with Federal, State or local laws pertaining to discrimination, affirmative action, or job accommodation nor to prohibit the Company from complying with the lawful

mandates or directions of its customers with respect to discrimination, affirmative action or job accommodation. The Company may take any action required or proper under such laws, mandates, or directions, with or without notice to ATU, and neither such action nor its effect may be deemed a violation of this Agreement.

**Section 7.3 - Concerted Activities:**

The Company and ATU each agree that it will not discriminate against any employee or applicant because of such individual's lawful activity for or support of ATU or because of the individual's other lawful concerted activity for the purpose of collective bargaining or other mutual aid and protection or because of the individual's decision to refrain from such activity.

**Section 7.4 - Gender Terms**

Throughout this Agreement, the use of the gender pronouns and terms shall be construed to include both male and female.

**ARTICLE 8**  
**NO STRIKES OR LOCKOUTS**

**Section 8.1 - No Strikes or Lockouts**

During the term of this Agreement, or any extension thereof, (a) neither ATU nor its members will directly or indirectly cause, encourage, sanction, or participate in any strike, work stoppage, slowdown, or boycott against the Employer, and (b) there will be no lockouts by the Employer.

**Section 8.2 - Discipline for Violations of Section 8.1:**

The failure or refusal on the part of any employee to comply with the provisions of Section 8.1 of this Article shall be cause for immediate discipline, including discharge. The failure or refusal by an ATU officer, agent representative or steward to comply with the provisions of Section 8.1 of this Agreement constitutes leading and instigating a violation of said Section 8.1. It is specially agreed that the ATU officers, agents, representatives and stewards, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 8.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

**ARTICLE 9**  
**DRUG AND ALCOHOL TESTING**

The parties agree to adopt the MV Transportation substance abuse policy where that policy mirrors DOT/FTA guidelines. In addition, the parties agree to adopt the Company's "Zero Tolerance" policy, and the Company's Non-DOT Post Accident Testing policy. The Company shall notify the union in writing when bargaining unit employees are required to submit to Non-DOT Post Accident Testing.

**ARTICLE 10**  
**GRIEVANCE PROCEEDURE**

**Section 10.1 - Grievance Procedure:**

A grievance is a claim that a specific provision of this agreement has been violated. All parties will make a sincere endeavor before a written grievance is filed to resolve differences between ATU or Employee and the Company in an informal meeting. If any disagreement between the parties arises over the application or interpretation of this agreement, the employees, the Union and the Company agree that the procedure outlined below shall be the exclusive remedy for such disputes.

**Step 1 (Union Grievance)** The aggrieved employee party or his/her Union Representative shall file a written statement of the grievance with the General Manager within twenty (20) working days of the conclusion of the informal meeting. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific section of the agreement allegedly violated and the date and place where the grievance occurred. The aggrieved employee or his/her Union Representative must sign this statement. Within ten (10) working days after the written statement has been filed, the aggrieved employee and/or his/her Union Representative shall be accorded a hearing with the General Manager or designee. The General Manager or designee conducting the hearing shall render a written decision within ten (10) working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee/ATU, signed and dated by said employee. A copy shall be given to ATU Representative, mailed and/or faxed to the ATU office.

**Step 2 (Union Grievance)** If the matter is not resolved at Step I, the Union representative shall within ten (10) working days of receipt of the Company's response, from Step 1, request a hearing with the Company's Labor Relations Director in writing. The hearing shall be held at the project site within twenty (20) working days of said request. The Company's Labor Relations Director or designee conducting the hearing shall render a decision within ten (10) working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee, signed and dated by said employee, a copy given to Union Representative, mailed and faxed to the Union office.

**Step 3 (Union Grievance)** If the matter is not resolved at Step 2 the Union may request Arbitration within forty (40) calendar days from receipt of the Company's Labor Relations Director's written decision.

**Section 10.2 (a) Record Documents:**

The Union and the Employee will be allowed to review and if requested given copies of all relevant papers and documents pertaining to charges against the Employee. Nothing in this section shall constitute a waiver of the union's right to certain information related to the representation of its members as stated in the National labor Relations Act.

**Section 10.2(b) Witnesses:**

At any grievance hearing regarding suspensions or termination the Employee and the Union

Representative will have the opportunity to question all witnesses that are employed by the Company and others that may be relevant to the discipline, that are willing to attend the hearing.

**Section 10.3 - Arbitration:**

If the matter is referred to arbitration, the following procedures shall apply:

- a. A list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. If a panelist obtained from the Federal Mediation and Conciliation Service, selection shall be made within fifteen (15) working days of receipt of said list. The Parties shall flip a coin to determine who will strike first and will then alternately strike names from the list until one (1) person is left who will become the arbitrator. If the arbitrator so selected is not available within ninety (90) calendar days, a second arbitrator shall be selected using the same method of selection, unless the Company and Union mutually agree to waive the ninety (90) day requirement.
- b. The arbitrator will not have the authority to amend, alter or change any provision in the agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, ATU and the Company.
- c. The arbitration expenses (i.e. Arbitrator, Hearing Room, and transcripts) shall be shared equally between both parties
- d. All decisions and awards of the arbitrator will be considered final and binding.

**Section 10.4 - Time Limits:**

Failure of either party to comply with the time limits, as set forth above will serve to declare the grievance settled in favor of the other party and no further grievance action can be taken.

**Section 10.5 - Extension of Times:**

Time limits in this article may be extended by mutual agreement in writing. Email, facsimile, US Mail, or hand delivery shall be acceptable forms of service.

**ARTICLE 11**  
**HOURS OF WORK**

**Section 11.1 - Purpose of Article:**

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages. Laws of State and Federal government or terms agreed to shall govern the payment of wages.

**Section 11.2 - Workweek:**

The workweek shall consist of seven (7) days beginning at 12:01 a.m. on Saturday and ending at mid-night the following Friday.

**Section 11.3 Overtime/Extra Work:**

The Company shall determine when overtime will be worked. Employees interested in working extra work shall sign up on the Extra Work List.

- a. Weekly Extra Work : An Extra Work List shall be posted on Monday, pulled down on Thursday at 5:00 PM, and assigned by seniority for extra work the following week subject to availability. The posting will contain all work assignments known by the Company. All other work assignments that arise after the posting will be assigned according to the Daily Extra Work Assignments below. If the work assignment remains open after the posting or the list is exhausted, then the Company shall require employee(s) on the seniority list, in reverse seniority, to perform the work.
- b. Daily Extra Work Assignments: Due to the nature of the Company's operations, there are several work assignments that are received by the Company after the weekly posting on Monday. Daily extra work assignments received before 12:00 PM on the previous day shall be assigned to the remaining available employees on the Overtime List. Daily work assignment received after 12:00 PM the previous calendar day shall be filled on an as needed basis.
- c. Overtime Pay: Overtime will be paid for all hours worked over 40 hours in a weekly period. Overtime pay shall be paid at 1-1/2 the regular rate of pay.

If an employee signs up and fails to work or declines the assigned work, then their name will be removed from the Extra Work List the remainder of the week and the following week.

**Section 11.4- Driver Meal and Rest Periods**

All dispatch and utility employees will be provided with meal periods in accordance with California Industrial Welfare Commission Wage Order Number 9-2001. The Company will provide a meal period of at least thirty (30) minutes for drivers who work a shift of at least five (5) hours a day. The Company will only provide meal periods in accordance with this Section if the employee has not also been assigned to a split shift where the split is at least thirty (30) minutes.

The Company will provide off-duty meal periods to drivers that are entitled to meal periods as described in the above paragraph. A meal period shall be considered an off-duty meal period whenever the driver is relieved of all duty and allowed to take at least a thirty (30) minutes uninterrupted meal period. Off-duty meal periods shall be taken as close to the middle of the scheduled shift as practicable but the meal period be provided at least one hour prior to the end of an employee's shift.

The Company shall designate the employee's daily meal period on the bid packets, schedules and manifests distributed to the employees. For fixed route service the scheduled meal period shall remain as scheduled unless any minor adjustment due to traffic or any other circumstances beyond the control of the Company or the employee. For paratransit services, a reasonable adjustment can be made based on the need of the service or on time performance. MV shall provide a monthly report to the Union, which shall include documentation of when operators took meal periods (and how long each meal period lasted) during the preceding month.

If the Company fails to provide a meal period to an employee as described in this section, the employee or the Union must initiate a grievance under Article 10 within ten (10) days after the date of pay for the pay period in question or upon notification to the Union/employee that the pay request has been formally denied. Answers to pay request for a missed meal period shall be approved or denied within five (5) working days.

Any and all disputes regarding the application of meal periods shall be subject to the grievance procedure, with the following limitations: all unresolved meal period grievances shall be combined and heard via arbitration, pursuant to Article 10 of this agreement. If an arbitration regarding meal periods is scheduled, all other pending meal period grievances shall be combined and heard at that arbitration.

If the arbitrator finds meal period violations, the affected employee(s) shall be entitled to any applicable non-monetary equitable remedies as well as economic compensation of sixty (60) minutes of pay at the employee's regular rated of pay for each day that the meal period violation occurred.

## **ARTICLE 12** **LEAVES OF ABSENCE**

### **Section 12.1 - Personal Leave:**

Personal leave may be granted for a minimum period of two weeks, to a maximum of 8 weeks every calendar year at the Company's discretion, upon receipt of written request from the employee stating the reason for the requested leave. The Company may, at its sole discretion, extend the time limit if the employee requests such an extension in writing stating the reason why the extension is necessary.

Request for leave of absence shall be made as far in advance as possible. Seniority shall accumulate during leave of absence; however, unless otherwise stated in this Agreement, time spent on leave of absence shall be without pay, or the employee may use any available vacation balances at the employee's discretion.

**Section 12.2 - Disability Leave:**

After all State and Federal leaves are exhausted, an employee may request leaves of absence because of health and/or medical condition. The leave may be granted for periods up to thirty (30) days, with thirty (30) day extensions, up to a maximum of twelve (12) months. To obtain such disability leave of absence, an employee shall present: (1) a written request for such leave; and (2) a written statement from the employee's doctor indicating the need for such leave; and doctor's recommendation as to when the employee may be able to return to work. The employee's actual return to work, however, will be contingent upon an assessment by the Company (in conjunction with the employee's medical doctor and/or the Company's medical doctor, any consulting or treating specialists, or therapists, ATU and the employee) that, after considering the nature and scope of the employee's duties, the employee is able to return to work and perform the essential functions of his job, with or without reasonable accommodation and in a manner which will not directly threaten the health, safety or welfare of the employee, passengers or the public. In the event the Company's Medical Doctor determines that the employee is not able to return to work, the reasons for such determination shall be provided by the Company's Doctor, in writing to the employee. Any employee protesting removal from service because of an order from the Company's physician may have his/her case reviewed by a physician jointly selected by the Company and ATU and that physician's decision will be final. The cost of the third opinion would be split between the employee and Company. If an employee is found fit for duty, there will in no way be any back pay awarded.

**Section 12.3 - Military Leave:**

The Company will comply with the provision of the Veterans Re-Employment Rights Act.

**Section 12.4 - Civic Leave:**

A employee who is required to report for jury duty shall be paid for lost time, or who is subpoenaed to testify at a hearing in which the employee is not a party shall be granted leaves for such service. If the employee reports for service and is excused there from, he shall immediately contact the Project Manager and stand ready to report to work, if requested.

**Section 12.5 - Family Leave:**

The Company shall comply with State and Federal Leave Laws.

**ARTICLE 13**  
**DISCIPLINE**

**Section 13.1 - Company Rights:**

The Company shall have the right to change any policies, rules and regulations governing employees without renegotiation of this Agreement. Should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and its customers client, the Company shall provide written notification to the Union of required changes seventy-two (72) hours before implementation. The Company shall further have the absolute right to carry out all directions of its customers notwithstanding any provision of this Agreement to the contrary. The Company will provide written notification to the ATU of any changes.

### **Section 13.2 - Disciplinary Procedures:**

A General Manager, Operations Manager or Regional Vice-President, or his designee will perform all disciplinary processes.

For terminations and suspensions, the Manager to whom the individual is requested to report, shall meet with the employee and, if requested by the employee, the employee's union representative prior to reaching a decision to impose disciplinary action.

If the Company proceeds with the disciplinary process, the Company shall provide written notice to the employee. Such notice shall state the nature of the offence with which the employee is being charged. Upon the employees' receipt of such notice, the employee may request a review of the charges with the General Manager to be held within a five (5) day period of receipt of such notice.

The charged employee shall attend all meetings, which may result in disciplinary action. An ATU Representative may also attend the meetings, if so requested by the employee.

Nothing in this Article 13 shall prevent ATU from appealing a decision of the respective General Manager to the Labor Relations Director prior to a possible grievance being filed.

**Safety Investigation Leave:** Upon an initial assessment of preventability by the General Manager or his/her designee, any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability for a period not to exceed 10 calendar days. Administrative leave is unpaid unless the incident is determined to be non-preventable. However, an employee may use unused vacation time during a safety investigation leave. Employees may perform other non safety sensitive functions if authorized by the company and available and/or appropriate until final determination is made.

### **Section 13.3 - Progressive Discipline:**

Any violation of posted and/or written company rules, policies, and/or procedures shall result in disciplinary action. With the exception of a violation of the serious infractions, as listed in Section 13.4, attendance policy as listed in Section 13.5 ~~and 13.6~~, the Safety Policy and Discipline as listed in Section 13.6, ~~or~~ the Company's Drive-Cam policy, or other stand-alone policy containing its own progressive discipline, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the company against the employee who violates any rule, policy or procedure.

- First Violation: Verbal warning with counseling by Project Manager.
- Second Violation: Written warning notice.
- Third Violation: Suspension up to, but not exceeding, one (1) day. Lesser discipline may be imposed at the sole discretion of the Company.
- Fourth Violation: Dismissal from employment with Company may be lesser discipline at the sole discretion of the Company.



Violations of the progressive discipline track above shall be removed for the purposes of discipline twelve (12) months after the date of the occurrence.

**Section 13.4 - Serious Infraction:**

The following violations of Company policies and rules are considered serious infractions and may be just cause for the immediate discharge of an employee, although the Company may impose, at its sole discretion, a lesser penalty:

1. Falsifying company records or making false statements on application for employment or other Company forms.
2. Reporting for work while under the influence of alcohol or drugs.
3. Use or possession of any alcoholic beverage or drugs on Company premises or vehicles.
4. Refusal to take an alcohol or drug test when requested by the Company.
5. Theft of Company property or customer property or property of another employee.
6. Physical violence, or fighting, on Company premises or vehicles.
7. Possession of firearms, weapons, explosives, and similar devices on Company premises or vehicles.
8. Unwanted touching, physical contact, or indecent/sexual conduct, resulting in a conviction, or a substantiated written complaint with Company employees, passengers or members of the public. This includes sexual or other forms of harassment directed at the passengers, fellow employees, the client or any third party.
9. Insubordination, including refusal or failure to perform assigned work.
10. Threatening, intimidating, coercing, or abusing fellow employees or passengers.
11. Altering the time record of another employee, having someone else alter another employee's time record, or alteration of a time card.
12. Gross negligence, deliberate destruction, defacing, damage, or loss of any Company property or property of another employee.
13. Operating a Company vehicle without a valid driver's license and all other certificates required by Federal, State or Local law or regulation to operate the vehicle, provided that in the event of temporary loss of the required license or

certification, the employee shall be first entitled to thirty (30) days or less unpaid leave of absence to correct said loss of a valid driver's license or other certificates required to operate the vehicles. An additional fifteen (15) days of unpaid leave will be granted if requested by the employee in writing. Failure to have the license or certificates after the thirty (30) or forty-five (45) day leave, whichever is applicable, shall be cause for termination.

14. Negligence resulting in a serious accident, incident or failure to follow established safety guidelines related to passenger safety.
15. Any time the terms of this agreement that specify discharge have been met
16. Operating a company or customer vehicle that rear-ends another motor vehicle, whether moving or not. The immediate discharge shall not apply if such rear-end accident was caused by another party striking the employee's vehicle, provided the employee did not violate any traffic law as documented by the police or other accident report taken at the scene of the accident. If there is less than \$700.00 total damage and no injuries, then the accident will be treated as an Unsafe Act under Article 13.9 Safety Policy and Discipline.
17. Conviction of Local, State or Federal Laws, regulations that would disqualify anyone from employment under MV Transportation's hiring criteria. Moving violations, which are governed by the MV Safety Point System, are exempted. Employees are required to report said conviction within twenty four (24) hours.
18. Deliberately damaging or abusing property
19. Carelessness or horseplay resulting in property damage in excess of \$5,000 or personal injury
20. Violation of confidentiality and proprietary information policy
21. Sexual or any other forms of harassment prohibited by Company policies
22. Violations of the MV Safety Policy, Attendance Policy or Substance Abuse and Policy Violations of the following regarding Company vehicles and/or equipment:
  - Operating without a valid license appropriate for that vehicle, equipment or service.
  - Driving on a suspended license
  - Driving a commercial vehicle without a valid medical card
  - Transporting school children without proper school bus certification as required by applicable law
  - Un-insurability as a vehicle operator, where applicable.
  - Negligent use of a Company owned or provided vehicle or equipment
  - Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers
  - Use of a personal cell phone while operating a Company vehicle

23. Inappropriate, unprofessional or disorderly verbal or physical conduct directed towards coworkers, passengers, clients or any third party while acting as a representative of the Company
24. Entering a passenger's home while in service or in Company uniform without a legitimate business purpose
25. Use of Company property or Company garages for personal vehicle repair unless authorized by the Regional Vice President.
26. Failing to pass initial, ongoing or changed qualification standards when those changes standards are modified by bargaining or changes required by the client or mandated by local, State, Federal laws or a regulatory agency.
27. Dishonesty, theft, or improper handling of company assets or cash

**Section 13.5 - Attendance Policy:**

The Company has an established Attendance Policy as set forth in the Employee Handbook. Any changes to such policy shall follow the procedures set forth in Section 6.4.

**Section 13.6 -- Safety Policy and Discipline:**

Because our clients rely upon MV Transportation for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of MV Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System, are the agreed upon safety policies for this Agreement.

**Section 13.7 - Job Abandonment:**

An employee who is a No Call/No Show fails to report or call in for three (3) consecutive scheduled working days will be considered as abandoned and voluntarily quits his/her job and will be discharged unless the employee can show a justifiable excuse to his/her employer.

**ARTICLE 14**  
**SHIFT BIDDING**

**Section 14.1 -Initial Bid:**

- a. The Company shall develop the number of full-time and part-time shifts. The number of full time shifts shall not be less than the number of full-time shifts in place as of the date

of ratification, unless there are circumstances beyond the control of the Company that would require a reduction of service. The Company shall then allow each employee, in seniority order, to select the full time/part-time shifts. Employees not bidding on a Full-time shift also will be considered part-time employees. The intent is to protect the security of full time positions for those who have already established full time status. If and when part time work is established or necessary, it will be placed up for bid as provided in Article 14, section 14.2.

- a. The company shall post notification of the bid in the facility ten (10) working days prior to the date of the bid. In addition, the Company shall notify all employees who are not scheduled to work ten (10) day prior the commencement of the bid. The posting will identify the runs available, the start and ending times, work to be performed and the days off. Those employees who cannot attend the bid may designate their choice of shift by proxy. The proxy must be submitted to the Project Manager no later than 5:00 p.m. on the day prior to the scheduled bid. The proxy shall indicate choices in order of preference which shall equal the employee's standing on the seniority bid list. Those employees who fail to bid and who fail to submit a proxy shall be assigned at the discretion of the Company following the completion of the bid process by all other employees scheduled to bid.

**Section 14.2 - Permanent Vacancies in Shifts:**

Vacancies in Full-Time/Part-Time Shifts: When a shift becomes permanently available between regular bid periods, the Company will, within three (3) weekdays, post the vacancy for four (4) days. The most senior regular employee, who has less seniority than the employee who held the vacated shift, and who bids for the vacancy, shall be awarded that shift.

When the Company creates an additional shift between bid periods: the above procedures apply except that the new position will be posted for ten (10) calendar days and the bid is available to all regular employees.

In both instances the award will be implemented at the start of the next pay period but not less than seven (7) calendar days.

**Section 14.3 - Periodic Shift Bidding:**

On the effective date of this Agreement, an initial shift bid will be held as described in Section 14.1, and thereafter the Company shall, at least every four (4) months or when an aggregate of five (5) or more employees have completed training and join the workforce, re-bid the regular full-time/part-time shifts within fourteen (14) days. The Company shall determine the exact date of each re-bid date. The Company shall post the bids for the shifts and provide a copy to ATU at least five (5) week days prior to the starting of the bid and each full-time/part-time regular employee shall bid in seniority order. Those employees who cannot attend the bid may designate their choices of shift by proxy. The proxy, which must be at the Project Manager no later than 5:00 p.m. on the day prior to the scheduled bid, shall indicate choices in order of performance which shall equal the employee's standing on the seniority bid list. Those employees who do not bid and fail to submit a proxy shall be assigned at the discretion of the Company following the completion of the bid.

**Section 14.4 - Changes in Shifts:**

The Company shall have the right to adjust shifts up to one (1) hour a day and for standy drivers one and one-half (1 ½) hours a day without re-bidding and without reducing the total bid time of the shift. The intent of this Section 14.4 is to accommodate passengers and their needs.

**Section 14.5 - Temporary Vacancy:**

- a. A temporary vacancy is defined as any full-time shift that becomes vacant for at least five (5) or more working days.
- b. Temporary vacancies will be bid to all part-time employees within three (3) days from the time it was determined to be a temporary vacancy was defined in "a." above. Any shift that becomes vacant after the temporary vacancy bid may be filled by a part-time employee up to a maximum of three weeks. After three weeks, the Company shall fill the temporary vacancy by scheduling a Mark Down and allowing only those operators with a lower seniority than the operator who's shift is to be filled, to bid (according to their seniority) on the open shift, or any open shift that becomes available as a result of this Mark Down process.
- c. A temporary vacancy will be filled daily until bid as a temporary vacancy.
- d. A temporary vacancy will be filled by the driver who bids for it until the end of the vacancy, making the driver ineligible for bidding on any other temporary vacancies which may occur during his current assignment.
- e. A temporary vacancy obligates the driver to work the entire shift originally bid, including the same scheduled days off.
- f Will only -last until the original driver returns either as scheduled or as soon as medical leave ends. When a temporary vacancy ends, the driver who filled the temporary vacancy returns to part-time status and becomes eligible to bid on any new vacancies.

**Article 14.6 - Vacancies In Full-Time Shifts:**

In the event a regular full-time employee elects to vacate his full-time position or the position becomes available through the termination of seniority, or in the event an additional full-time shift is created by the Company, the Company shall do one of the following:

If there is less than six (6) weeks left before the next scheduled re-bidding of all shifts, the vacancy shall be treated as a temporary vacancy.

If there is six (6) weeks or more left before the next scheduled re-bidding of all shifts, the Company shall fill the vacancy by scheduling a "Mark Down." A "Mark Down" shall be defined as a process in which the General Manager makes a correction or modification of a past sign up by allowing only those operators with a lower seniority than the operator whose shift is to be filled, to bid according to their seniority on the open shift, or any open shift that becomes available as a result of this "Mark Down" process.

**ARTICLE 15**  
**GENERAL CONDITIONS**

**Section 15.1 Payday:**

All Employees shall be paid every other Friday and funds will be deposited into a money network account, or into the bank account of the employee's choosing, and will cover all monies due through the Friday of the prior pay period. The money network account, once implemented, will provide paper checks as required by law.

Employee timesheets are available for review for accuracy on the Friday prior to payday. Any errors should be brought to the Company's attention to get corrected before payroll is distributed. All efforts should be made to submit corrections prior to the next payday. The Company shall provide employees an accounting of accrued sick days, floating holidays and vacation on a monthly basis if requested by the employee.

In the event an employee receives pay in an amount less than what they believe to be the proper amount, they must bring it to the company's attention immediately.

The following shall occur:

- 1) If the error is an employee error then the adjustment will be on the next scheduled payroll run.
- 2) If the error is caused by the company and the error is twenty-five (\$25) dollars or more, the company will produce an adjustment check as soon as possible but no longer than within 72 hours, if requested by the employee. If less than twenty-five (\$25) dollars the adjustment check will be received within five working days, if requested by the employee.

**Section 15.2 - Company Meetings:**

The Company may require, with five (5) days' notice, safety meetings and other informational meetings from time to time. Employees shall attend such meetings as required by the Company, unless the employees were not given five (5) days' notice. Attendance at only one safety meeting shall be mandatory each month, unless excused by the General Manager.

**Section 15.3 - Citations:**

No employee shall be required to violate traffic laws. Employees are required to pay for the cost of citations received.

**Section 15.4 - Physicals and Drug Screens:**

**See Section 20.1**

**Section 15.5 - Extra Contract Agreements:**

The Company will not enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

**ARTICLE 16- WAGES**

**Section 16.1 - Wage Rates**

**Drivers**

Effective the date of ratification, the training rate will be minimum wage. The starting rate will increase to \$11.00. All employees below \$11.00 will increase to \$11.00. Drivers above four years of service will receive a 3.5% wage increase to their current wage rate.

Effective July 1, 2017, all drivers will receive a 3.0% increase to their current wage rate. The starting rate will remain at \$11.00.

Effective July 1, 2018, all drivers correspond to one of the wage rates set forth below based on years of service.

To the extent the minimum wage is higher than any of the wage rates, the minimum wage will replace that corresponding wage rate.

**DRIVER WAGES**

	<b>7/1/2018</b>
Training	<b>\$11.00</b>
Starting	<b>\$11.50</b>
After 1 Year	<b>\$12.50</b>
After 2 Years	<b>\$13.00</b>
After 3 Years	<b>\$13.50</b>
After 4 Years	<b>\$14.00</b>
After 5 Years	<b>\$14.50</b>
After 6 Years	<b>\$15.00</b>
After 7 Years	<b>\$15.50</b>
8+	<b>\$16.50</b>

**Dispatchers**

Effective the date of ratification, dispatchers with over four (4) years of service receive a 3.50% wage increase. Any dispatcher below \$11.00 will increase to \$11.00.

Effective July 1, 2017, dispatchers will receive a 3.00% wage increase. The starting rate will remain at \$11.00.

Effective July 1, 2018, the dispatchers shall correspond to the wage rates set below based on years of service. Any employees above the existing wage rate scale will receive a 5% wage increase.

<b><u>DISPATCHER WAGES</u></b>	
	<b>7/1/2018</b>
Training	<b>\$12.00</b>
Starting	<b>\$12.50</b>
After 1 Year	<b>\$13.50</b>
After 2 Years	<b>\$14.00</b>
After 3 Years	<b>\$14.50</b>
After 4 Years	<b>\$15.00</b>
After 5 Years	<b>\$15.50</b>
After 6 Years	<b>\$16.00</b>
After 7 Years	<b>\$16.50</b>
8+	<b>\$17.50</b>

**ARTICLE 17**  
**PAID HOLIDAYS**

**Section 17.1 - Holidays:**

All full-time, No probationary employees who have completed one year of service shall receive eight (8) hours pay for the following holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day



**Section 17.2 - Holiday Pay:**

Holiday pay shall be calculated at the employee's regular rate of pay and will be based upon the employee's regularly scheduled shift. If the holiday falls on the employee's normally scheduled day off, the employee will be paid eight (8) hours at the regular rate of pay. If an employee works on a paid holiday, the employee will be paid his/her regular scheduled pay plus eight (8) hours at the regular rate of pay for the holiday pay. Holiday pay shall not be counted as hours worked for the purpose of computing overtime.

**Section 17.3 - Eligibility:**

In order to be eligible for holiday pay the employee must work his/her, scheduled day before and scheduled day after the holiday, and must also work on the holiday, if so scheduled.

**Section 17.4 - Pay on Holiday Worked:**

Pay for time worked on a holiday shall be at straight time hourly rate of pay for all hours worked.

**ARTICLE 18**  
**VACATIONS**

**Section 18.1 - Eligibility:**

All full-time employees shall receive, after one (1) year continuous full-time employment, a paid vacation as further detailed in this Article.

**Section 18.2 - Vacation Pay:**

Hire – 6 months: 0 Hours/Pay Period  
At 6 months: 1.54 Hours/Pay Period  
3 Year anniversary: 3.08 Hours/Pay Period

Employees shall accrue hours per pay period for every pay period they work a minimum of 70 hours. Hours included to reach the 70 hours include regular work hours, paid vacation time, paid holiday time.

**Section 18.3 - Pro-ration:**

All employees with vacation accruals who are laid off or terminated shall have their vacation balance paid at the regular rate of pay for all hours accumulated at the time of layoff and/or termination.

**Section 18.4 - Vacation Pay:**

Vacation may not be taken prior to the anniversary date on which it is earned. Vacation pay shall be issued on the normal pay period and not taken in advance.

**Section 18.6-Vacation Accrual:**

Employees stop accruing vacation after a total of 120 hours until the balance drops below 120 hours.

All employees shall receive an accounting of all vacation hours in writing on a monthly basis.

**ARTICLE 19**  
**Health/Dental/Vision INSURANCE**

**Section 19.1 - Provision:**

The company agrees to maintain its' contribution to the existing health care coverage plan for all eligible employees.

The current Company contribution is a minimum and it reserves the right to increase its current contribution in order to maintain the Company contribution at or above the rate required to maintain compliance with the Affordable Care Act.

Effective July 1, 2018, the Company will contribute 95% of the total contribution rate for employee-only coverage for the Company's Core Low Cost Aetna Plan. The Company will maintain its existing contribution rates for all other plans and levels of coverage.

**Section 19.2 - Eligibility:**

Eligibility for the plan will be determined under the provisions of the Affordable Care Act, which is approximately 30 hours worked per week in the previous calendar year. Eligible employees and their families shall begin participation in a benefit plan on the first day of the month following sixty (60) calendar days of employment with the Company.

**Section 19.3 – Affordable Care Health Insurance Plans:**

Eligibility for the plan will be determined under the provisions of the Affordable Care Act, which is approximately 30 hours worked per week in the previous calendar year. All employees will be eligible to participate in the company's Affordable Care Health & Welfare Plans (Medical, Prescription Drug, Dental & Vision) first day of the month following sixty (60) calendar days of employment. These plans will be priced according to the "affordability" definition under the Affordable Care Act. All employee contributions must be made via payroll deductions, except in the case of Leave of Absence, when other arrangements may be made. The employee's coverage shall end as of the last day of the month in which he terminates from the company.

**ARTICLE 20**  
**OTHER BENEFITS**

**Section 20.1 - Physicals/Drug Screens:**

The Company will pay the cost of required physicals at Company-approved facilities/doctors.

**Section 20.2 - 401(k) Plan:**

Employees may contribute to a pre-tax retirement savings plan the first day of the month following thirty (30) calendar days of Company employment at their cost subject to the Plan Provisions.

**Section 20.3 - Sick Pay:**

The Company shall provide sick leave benefits in accordance with the California Sick Leave Act.

**Section 20.4- Incentive Programs:**

The Company may institute incentive bonus programs for safety or other such purposes. The Company reserves the right to amend, modify, or rescind such programs at any time.

**ARTICLE 21  
UNION SECURITY**

**Section 21.1 - Union Shop:**

It shall be a condition of employment that the employees of the Company covered by this Agreement who are members of the ATU in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members of a union the effective date of this Agreement shall, on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement become and remain members in good standing in ATU. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, immediately upon the completion of the probationary period, become and remain members in good standing in ATU.

**Section 21.2 - Notification:**

The Company will notify ATU, in writing, of all new employees hired at least seven (7) calendar days after the employee starts to work and shall notify ATU immediately in writing when any employee completes the probationary period as established herein. No less than monthly, the Company will furnish the Secretary-Treasurer of ATU with a list of all bargaining unit employees, along with the seniority date of hire, mailing address and telephone number as is currently in the employee's employment record. The Company will notify ATU immediately in writing, of all employees leaving its employment. ATU agrees to furnish the Company with an up-to-date list of all its officers and stewards, and to immediately notify the Company of any and all changes thereto. The Company agrees to furnish ATU an up-to-date list of its local representatives and to immediately notify ATU of any and all changes thereto.

**Section 21.3 - New Hires:**

When new or additional employees are needed, the Company shall choose applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated against because of membership or non-membership in any union. An ATU officer will be allowed to use up to thirty (30) minutes of paid time to speak with each new employee during their initial training or within 30 days of the beginning of revenue service to provide a union orientation at a time mutually agreeable to the parties. Company management may or may

not attend the orientation at their discretion.

**Section 21.4 - Enforcement:**

In the event an employee due to his own negligence, fails to apply for or maintain his membership in ATU, ATU must give the Company notice of this fact and within five (5) days after receipt of such notice, remove said employee from service and shall continue to withhold said employee from service until notified by ATU that the employee is a member in good standing with ATU.

**Section 21.5 - Representation:**

It is mutually agreed that all matters covered by this Agreement shall be transacted between the properly accredited officers, agents, or representatives of the Company and the duly elected or appointed officers of the ATU.

**ARTICLE 22  
DUES CHECKOFF**

**Section 22.1 - Checkoff:**

Upon receipt by the Company of a Checkoff authorization in the form set forth in Section 23.4 of this Article, dated and executed by an employee, the Company shall deduct, from the wages owed such employee for the first payroll period ending in each calendar month following receipt of such Checkoff authorization (until such Checkoff authorization is revoked by the employee in accordance with the terms thereof), ATU's membership dues deduct from an employee's wages only that amount of money which the Secretary-Treasurer of ATU has entitled to the Company, in writing, is the amount of dues properly established by ATU in accordance with applicable law and ATU's constitution and bylaws, and required of all employees as condition of acquiring or retaining membership in ATU. The Company shall each month on or before the thirtieth (30th) day of the month, provide ATU a written statement containing the names of the employees from whose pay, and in what amount, such deductions have been made and shall simultaneously therewith rebate the total amount of such monthly deductions to ATU.

**Section 22.2 - Dues in Excess of Net Wages:**

If on any payroll period in which the Company is obligated to make such deductions pursuant to Section 21.1 of this Article, the wages owed an employee after deductions mandated by any governmental body or to reimburse the Company for advances against wages no less than the amount of money which the employee has authorized the Company to collect pursuant to Section 21.1 of this Article, the Company shall make no deductions on the wages owed the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee from that payroll period, from wages owed the employee for any future payroll period.

**Section 22.3 - Checkoff Authorization Form:**

The Company shall not deduct any money from an employee's wages pursuant to Section 23.1

of this Article, unless the Checkoff authorization executed by the employee conforms exactly to the form set forth below.

### CHECKOFF AUTHORIZATION

- a. Authority to Deduct: I hereby authorize MV Transportation, Inc. to deduct from wages owed to me for the first payroll period ending in each calendar month, and to forward to Amalgamated Transit Union Local 1027, the monthly membership dues uniformly required of all employees as a condition of acquiring or retaining membership in said Local 1027.
- b. Revocability of Authorization: This Checkoff Authorization shall be irrevocable for a period of one-year following my execution thereof, or until the expiration of any applicable collective bargaining agreement whichever occurs sooner. Thereafter, it shall be automatically renewed for successively one (1) year periods unless written notice of revocation of this Checkoff Authorization executed by me, is delivered to MV Transportation Inc.: (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating MV Transit Services, Inc. to honor the Checkoff Authorization, or (2) during any period when there is not a collective bargaining agreement in effect obligating MV Transportation, Inc. to honor the Checkoff Authorization.
- I \_\_\_\_\_ voluntarily executed this Checkoff  
Authorization on \_\_\_\_\_, 20\_\_\_\_\_

#### Section 22.4 - Indemnification of Company:

The union shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, grievances, or other liability that arise out of or by reasons of activity taken by the Company pursuant to Article 22.

### ARTICLE 23 TERM OF AGREEMENT

#### Section 23.1 - Effective Date:

This Agreement shall be in full force and effect from ratification through midnight June 30, 2019.

As of the date of ratification, all established past practices shall cease with the ratification of this agreement and revert to agreed upon contract language, or in accordance with existing MV Transportation policy.

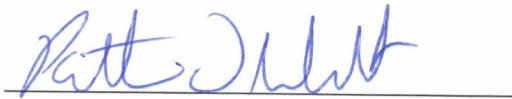
**Section 23.2 - Renewal:**

It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 23.1. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section 23.1 to allow for a settlement to be reached.

IN WITNESS THERE OF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their hands.

**FOR THE COMPANY**

**MV TRANSPORTATION, INC.**



DATE:

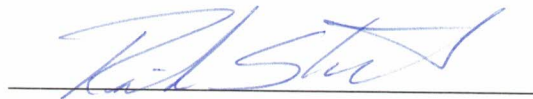
12/2/2016

Patrick Domholdt

Director of Labor Relations

**FOR THE UNION**

**ATU Local 1027**



DATE:

12-2-16

Rick Steitz

President

# **AGREEMENT**

BETWEEN

## **MV TRANSPORTATION**

VISALIA, CALIFORNIA  
(Mechanics and Parts Clerk)



AND

## **TEAMSTERS LOCAL 517**

AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

**December 1, 2017 – NOVEMBER 30, 2023**

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## **AGREEMENT**

This Agreement is entered into and is effective this December 1, 2017 between MV Transportation (Mechanic/Shop Clerk), hereinafter referred to as the “Employer”, its’ successors and assigns, and TEAMSTERS LOCAL 517, hereinafter referred to as the “Union”.

### **ARTICLE 1 - INTENT AND PURPOSE**

Section 1.1 – Labor Relations. The parties hereto enter into this collective bargaining Agreement for the purpose of promoting and maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms of this Agreement and the Local Supplements attached hereto. It is the intent of both parties to provide uninterrupted service to the clients we presently serve, or may serve in the future, and to provide a secure and productive work environment to the employees of the Employer.

Section 1.2 – Quality of Service. The parties, recognizing the competitive nature of the Employer’s business, hereby pledge mutual cooperation in providing high quality service to the Employer’s clients in an economical fashion, consistent with the terms set forth herein.

### **ARTICLE 2 – TERM OF AGREEMENT**

This Agreement is entered into by and between MV Transportation, Inc. (hereinafter referred to as “Company”) and Teamsters Local Union Number 517 (hereinafter referred to as “Union”). This agreement shall remain in full force and effect from December 1, 2017, and shall remain in full force and effective until midnight of November 30, 2023, and from year to year thereafter, unless either party notifies the other by giving written notice sixty (60) days in advance of the expiration date, of a desire to modify, amend or terminate this Agreement.

## **ARTICLE 3 – RECOGNITION**

Section 3.1 – Bargaining Representative. The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit as defined by the certification of the National Labor Relations Board, NLRB dated February 12, 2008, in case 32-RC-5549, who are employed at the Company's 525 N. Cain Street location. Additionally, the Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit as defined by the certification of the National Labor Relations Board, NLRB dated September 17, 2017 in case 32-RC-204652.

Section 3.2 – Covered Employees.

Included: All full-time and regular part-time maintenance employees and shop clerks.

Excluding: All drivers, office clerical employees, all other employees, guards, and supervisors as defined by the act.

## **ARTICLE 4 – PARTICIPATION**

Section 4.1 – Purpose. It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union's costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 4.2 – Membership. An employee assigned to a covered classification who is employed by the Company on the date of contract ratification, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31<sup>st</sup> day following the employee's completion of training or the contract ratification date, whichever is later.

Section 4.3 – Check-off. The Company will give a Union membership application to each mechanic/shop clerk during initial training, and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by current law.

Section 4.4 – Dues Deduction. It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction from voluntarily executed by the employee.

Section 4.5 – Employee Obligation. Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 4.6 – Termination for Non-Payment of Dues. In the event an employee, fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply of failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee may be terminated by the Company.

Section 4.7 - Indemnification. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

Section 5.1 - Company Rights. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.

(d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.

(e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.

(f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.

(g) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

Section 5.2 - Technology Rights. The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 5.3 – Client Contract. The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with the Visalia City Coach, City of Tulare, and County of Tulare clients , hereto known as the “Client.” The contract between the Company and the Visalia City Coach, City of Tulare, and County of Tulare clients contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees with out renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

If the Company is required to remove an employee from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the employee, the Company will then meet with the Union to discuss the status of the employee. Should the Client maintain its position concerning the status of the employee, such removal from service would be subject to the grievance procedure contained in this Agreement.

Section 5.4 – Non-Waiver of Rights. The Company’s failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 6 – REPRESENTATIVES’ RIGHTS**

Section 6.1 – Recognition of Shop Stewards. From among the employees employed in the bargaining unit, the Union may designate and the Company will recognize not more than two (2) Shop Stewards per one hundred (100) bargaining unit employees to serve as the Union’s agent in the representation of employees in the bargaining unit. The Company will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee’s name.



Section 6.2 – Leaves of Absence. The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service to the Client. The Union agreed not to request that more than two such leaves of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office, or will be appointed or elected to any office in said Union, which requires his absence from the Company's employ, will upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.

During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits or other compensation to which the employee would have been entitled to under this Agreement had the employee not taken such leave of absence.

Section 6.3 – Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings and, assist in the processing and settlement of grievances. Shop Stewards shall have the right to review any discipline, video, drive cam, etc. associated with a steward's duties upon written request and employee approval,

Section 6.4 – New Member Orientation. The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide a brief history and overview of Local 517 to newly hired employees for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by the Company and the Union.

Section 6.5 - Union Visitation. Upon giving reasonable notice to the Company, the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by the employee.

The Company and Union agree to meet for a Joint Labor Management Committee (JLMC) meeting as needed to discuss issues and concerns that arise in the work place. No employee shall lose pay as a result of attending these meetings. More precisely,

employees shall be paid when meetings occur during their shift. When employees are not on duty at the time of the meeting, attendance shall be voluntary and unpaid

## **ARTICLE 7 – BULLETIN BOARDS**

Section 7.1 – Union Business. The Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Union-supplied bulletin board is for the Union’s exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All postings must be printed on official Union letterhead and signed by an officer of the Local and will be posted 14 days prior to the date of the event. The Company shall also allow any official postings as mandated and prescribed by any government agency. This bulletin board shall be located in the Maintenance department hallway.

Section 7.2 - Indemnification. The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

## **ARTICLE 8 – COMPLIANCE WITH LAW**

It is understood and agreed that the Union will comply with the provisions of applicable law pertaining to elections and that any provision of this Agreement, the legality of which depends upon an election, will not be effective until authorized in such election or until full compliance with the law is accomplished.

## **ARTICLE 9 – AFFIRMATIVE ACTION**

Section 9.1 – Equal Opportunity. The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual’s race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

Section 9.2 – Gender. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

## **ARTICLE 10 – NO STRIKE, NO LOCKOUT**

Section 10.1 - Disputes. It is recognized and understood that the Company and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and the Company during the term of this Agreement.

Section 10.2 - No Strikes. The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service – especially in cases where such services include medical emergencies or delivery of patients to health care providers. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines and report to work. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of this Article in any way, may be disciplined by the Company up to and including discharge. The Company will use all available legal means in the event of a wildcat strike or a labor disruption violating this agreement.

Section 10.3 – Work In Other Units. In the event of a labor dispute involving another MV Transportation bargaining unit located at, and performing work out of the Company's 525 N. Cain Street location, Mechanics will not be required to drive Company vehicles in revenue service.

Section 10.4 - Lockouts. During the term of this Agreement, or any extension thereof there will be no lockouts by the Company.

## **ARTICLE 11 – DISCIPLINE**

Section 11.1 - Disciplinary Procedures.

(a) All disciplinary processes will be performed by a General Manager, Operations Manager or Regional Vice President, or their management designee. The Company agrees to be fully compliant with employee's representational rights under the Weingarten decision. The charged employee shall be given the opportunity to attend all

hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so requested by the employee.

(b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.

(c) A copy of bargaining member's disciplinary actions shall be given to the employee. The shop steward and the Local Union shall also be given copies of discipline within ten (10) business days of the issuance of said discipline.

(d) Initial discipline shall occur within fourteen (14) calendar days of the Company's knowledge of an alleged infraction / incident. The Company will notify the union if an investigation will last longer than fourteen (14) calendar days to complete.

(e) Disciplinary action taken by the Company according to the terms of this Section are subject to the grievance procedure contained herein.

Section 11.2 - Progressive Discipline. Any violation of posted and/or written Company rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action. With the exception of a violation of a serious infraction as listed in Section 11.4, Attendance Policy as listed in Section 11.5, or the Safety Policy as listed in 11.6, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:

First Violation: Policy review / documented verbal counseling.

Second Violation: First Written Warning Notice.

Third Violation: Final Written Warning Notice.

Fourth Violation: Dismissal From Employment With Company

The definition "first", "second", "third" and "fourth" violation above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second and third violation of each individual rule exclusive of violation of any other rules. If an employee does not have a disciplinary violation for a period of twelve

consecutive months, then the employees will have his record cleared. This policy is based on a floating twelve (12) month time period.

Section 11.3 - Work Rules. The Company will issue all employees a current MV Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy in the Handbook, the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

Section 11.4 - Serious Infractions. The following violations of Company policies and rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee:

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.

- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Conviction of a misdemeanor law while on duty. Conviction of a felony whether on or off duty, either before or during employment.
- (f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- (g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to thirty (30) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any loss of license or certificate required to operate the vehicles, the employee may be terminated immediately.
- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (i) Failure to properly secure using required tie down procedure, boarding belt and lap and shoulder restraints, any passenger in a wheelchair or other mobility assistance device.
- (j) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup. (NOTE: This language (j) is only for Agreements that cover Paratransit operations.)
- (k) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.
- (l) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.

(m) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a “hazardous situation” includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.

(n) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.

(o) Gross insubordination or refusal to perform assigned work.

(p) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.

Section 11.5 - Attendance. The Attendance Policy outlined in the Appendix A will be utilized and followed for any and all attendance violations/disciplines.

#### Reporting Off

Maintenance employees unable to work a scheduled shift (including overtime previously accepted) must call the Maintenance Manager to report their absence at least one hour prior to the designated reporting time. This includes absence for part of a shift.

#### Conditions Requiring Verification for Absence

An appropriate verification of absence may be requested by the maintenance manager at the time of the employee call under either of the following conditions:

- A. If the absence appears to be part of a pattern of possible abuse of leave.
- B. If the Maintenance Manager has reason to believe that an absence is not being reported in good faith.

Section 11.6 - Safety Policy. Because our clients rely upon MV Transportation for qualified, well trained and safe mechanics/shop clerks, a good safety record on the part of our mechanics/shop clerks is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of MV Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

Section 11.7 - Safe Vehicles. No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Company, are provided in the vehicle.



## **ARTICLE 12 – GRIEVANCE PROCEDURE**

Section 12.1 – Definition. A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In the event such a claim is made, the following procedures must be followed:

Section 12.2 – Filing a Grievance. The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the employee or the Union to the General Manager or his designee within fifteen (15) business days following the occurrence out of which the grievance arose. Failure to present the grievance within fifteen (15) business days will be deemed a waiver of the grievance.

### **STEP 1**

Such grievance will be presented in writing to the General Manager, or his designee. Within ten (10) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the General Manager. A representative of the Union shall accompany the employee, if requested. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within seven (7) business days after the date of the meeting.

### **STEP 2**

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Company Director of Labor Relations, or his designee within ten (10) business days after receipt of the Step 1 decision. Failure of the Union to request Step 2 within the ten calendar days shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

(a) The Director of Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) business days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.

(b) If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) business days of the meeting the Director of Labor Relations, or his designee, will provide a written answer to the Union.

### STEP 3

If the grievance has not been settled in Step 1 or Step 2, the Union may, within ten (10) business days of receipt of the Company's Step 2 decision, submit the grievance to an arbitrator. Failure of the Union to request arbitration within the ten calendar days of the Company's Step 2 response shall constitute a waiver of the grievance by the Union and the employee.

Section 12.3 – Expedited Procedure. The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and legal counsel will not be used as advocates.
- (b) The hearing will be informal
- (c) No briefs will be filed
- (d) Formal rules of evidence will not be strictly followed.
- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion
- (g) The arbitrator's decision will be final and binding upon the parties. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings
- (i) The fees of the arbitrator will be borne equally by both parties
- (j) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

Section 12.4 – Arbitrator Selection. If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) business days, if possible. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All other mutually agreed to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

## **ARTICLE 13 – CATEGORIES OF EMPLOYEES**

Section 13.1 – Regular Full-Time. Employees whose regular scheduled work assignment is at least thirty-five (35) hours in a workweek shall be classified as Regular Full-Time.

Section 13.2 – Regular Part-Time. Employees whose regular scheduled assignment is less than 35 hours in a workweek shall be classified as Regular Part-Time.

Section 13.3 – Part-Time Casual. Part-time employees who are regularly scheduled to work less than 35 hours per work week, and who do not have a regular work assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 13.4 – Classification Change. Part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations. If a full-time employee's schedule changes to where he is scheduled and works less than 35 hours in a workweek, each week for four (4) consecutive pay periods, his classification will be changed to Regular Part-Time. If a part-time employee's schedule changes to where he is scheduled and works more than 35 hours in a workweek, each week for four (4) consecutive pay periods, his classification will be changed to Regular full-Time. Changes in an employee's full time/part time status that occur in accordance with this Section shall only remain in effect until the next general bid. At that time, full time/part time status shall be determined by the bid. Nothing in this Agreement shall be construed as a guarantee of hours.

Section 13.5 – Posting and Filling of Open positions. All maintenance vacancies covered by this Agreement will be posted on an appropriate bulletin board for five working days. The Company will give preference to internal maintenance applicants before considering outside applicants for maintenance vacancies. Selection of the employee to fill the open position shall be solely determined by the Maintenance Manager, the General Manager or their designee

Section 13.6 – Minimum Time in Position

Once an employee has attained a higher class, the employee must work in that position for a minimum of one (1) year.

Section 13.7 – Temporary Jobs

If an employee is off or will be off for at least thirty (30) days due to illness, accident, or leave, as provided elsewhere in this Agreement, their job may be posted as a temporary position.

In the maintenance department, the individual awarded the temporary position will accrue seniority in that position unless displaced. If a permanent employee fails to return to their job within a period of nine (9) months from the time he/she left, the position will become permanent and the temporary employee will be allowed to maintain that position and obtain permanent status. If the employee returns prior to the expiration of the nine (9) month period, the temporary employees will revert to their former positions held prior to the temporary openings.

If the employee fails to return to their position during the nine (9) month period and returns later, such employee will be allowed to bump into a position wherever their classification, seniority, and qualifications will allow their in the technical or non-technical division. Employees who are not able to return to work after the nine (9) month period may be offered an extension of no longer than ninety (90) days at the sole discretion of the Company.

Section 13.8 – Step Progression Within A Classification

Maintenance employees may be eligible to advance from one step to another effective the first pay period in January and the first pay period in July.

The Maintenance Manager or his designee will determine those employees who qualify for a step progression with input from the Step Progression Committee. This committee

will consist of at least two members of management and one member of the Union. There shall be four steps within the Mechanic classification. Those steps shall be as follows:

- Class A specialized technical
- Class B non-specialized technical
- Class C Mechanic
- Mechanics Helper/Apprentice

Individual job changes ensuing from an application and offer shall be effective with seniority at the beginning of the next pay period, even though the employee involved may be required to perform work in a then lower classification until all job changes can be properly made. The Company will make a reasonable effort to make all job changes as quickly as possible.

#### Section 13.9 – Promotions – Maintenance

In all cases of promotion within the bargaining unit, the Step Progression Committee will consider the following factors:

(where factors 1., and 2. are equal, factor 3., seniority will prevail)

1. Knowledge, training, ability to perform the job, skill and efficiency.
2. Physical Fitness.
3. Seniority.

The Company shall have the sole responsibility to determine factors 1 and 2.

An important factor in determining a candidate's ability is the training the candidate has received in pertinent areas of bus maintenance. To this end, the company shall provide at least 40 hours of training to C-mechanics, 24 hours of training to B-mechanics and 16 hours of training to A-mechanics each year during the length of this agreement. Hours of training may be carried over from year to year. Such training shall consist of in-house training, vendor training on specific equipment, and attendance at professional training schools.

Section 13.10 – Elimination of Job. Whenever a job has been eliminated, or a substantial change is made to a slot/shift, the employee holding said job shall have the right, according to their classification and qualifications to exercise their seniority in any

positions that are lower in classification. (If a Class A position is eliminated the displaced employee may “bump” into a lower class, however, if a class B position is eliminated, the employee could not “bump” a Class A position.)

Section 13.11 – Lead Mechanic. The Company may appoint one Lead Mechanic. Only one “Lead Mechanic” slot shall exist between Divisions 62, 70, 90, and 115. This slot may be filled by a qualified employee at the sole discretion of management. Lead Mechanic duties shall be as determined by the Company.

## **ARTICLE 14 – GENERAL BID**

Section 14.1 – Preparation of Work Schedules. The computation and preparation of work schedules is a management right held by the Company. Two times each year the Maintenance Manager will prepare and post a work schedule. After three days he will consult with all maintenance employees and finalize the work schedules and number of employees in each classification necessary during each shift. Members of the Maintenance Department shall then bid on these schedules by Division Seniority within each classification.

Section 14.2 – Division 70 Bidding Cycle. General bids will occur two (2) times per year and become effective the last pay period beginning in May, and the last pay period in September for Division 70. Schedule changes may be made on the basis of operational need. If a schedule change of four hours or more is required, or if days off are changed, a new bid may be held within 30 days of the schedule change upon a formal written request by the Union. No opportunity exists to bid between operating.

Section 14.3 – Division 90 Work Assignments. Work assignments shall be made by the Maintenance Manager, or the General Manager in accordance with operational needs for Division 90. Schedule changes may be made on the basis of operational needs of the Division. No opportunity exists to bid between operating divisions. Bidding rules for this Division shall be the same as outlined in section 14.2 above should this Division increase in size to where there is more than one employee in any one classification.

Section 14.4 – Division 115 Work Assignments. Work assignments shall be made by the Maintenance Manager, or the General Manager in accordance with operational needs for Division 115. Schedule changes may be made on the basis of operational needs of the Division. No opportunity exists to bid between operating divisions. Bidding rules for this Division shall be the same as outlined in section 14.2 above should this Division increase in size to where there is more than one employee in any one classification.

Section 14.5 – Turnover/Attrition Rebid. If the turnover or attrition rate exceeds fifty (50) percent in any job classification, there will be a re-bid.

Section 14.6 – Proxy Bidding. Before going on vacation, employees may leave with the Department Manager or immediate supervisor a written authorization of their choice to bid on any job openings which may be posted during their absence.

Section 14.7– Probationary Employees. Probationary employees are required to bid during the General Bid. Such employees will not be placed in the bid slot received until they have completed their required probationary period.

Section 14.8– Work For Other Divisions. Employees working at Division 70, 90, and 115 shall, from time to time, be required to perform work on busses/equipment from other MV Transportation Divisions. Regular and overtime work performed for other Divisions shall be offered/required, and governed in accordance with the provisions of this CBA as if it were a work assignment within the employees own Division.

Section 14.9– Temporary Work At Other Divisions. Employees working at Division 70, 90, and 115 shall, from time to time, be required to perform work on busses/equipment at other MV Transportation Divisions.

Section 14.10– Cross-Utilization Of Mechanics. Management shall make a reasonable attempt to assign employees work within their own Division first. At the discretion of management, employees may be cross-utilized between Divisions.

## **ARTICLE 15 – REQUIRED LICENSES AND TRAINING**

Section 15.1 – Required licenses. All maintenance department employees shall maintain a commercial driver’s license (CDL) with air brake and passenger endorsement. The cost of obtaining and renewing an employee's commercial drivers license (CDL) will be borne by the employee. The company will bear the cost of the required two-year medical examination. Any medical treatment necessary to successfully complete the examination will be borne by the employee. Failure to maintain a CDL or obtain the required medical card will result in the failure of the employee to meet the requirements of the position and may be subject to termination. Should an employee lose their driving credentials temporarily, the Company shall grant the employee up to ninety (90) days to have them reinstated.

Employees who do not have the necessary license at the time of ratification of this contract or at the time of their employment will have 30 days to secure the necessary operator permit and 90 days to successfully obtain at least a Class B (CDL) with air brakes and passenger endorsements. The company shall provide a minimum of 20 hours of training and shall make a trainer and vehicle available to take the DMV qualifications tests. If more than 20 hours of driving time is required to successfully pass the DMV tests, the additional time will be paid at the training wage (Ca Minimum Wage)

Section 15.2 – Provided Training. The Department will develop a bus maintenance training program. This training program is designed to provide the mechanics the knowledge necessary to keep up with changing technologies and the potential ability to advance within the maintenance department. These classes will be offered during times that will not disrupt the department’s work schedule. Unless specifically identified as mandatory, attendance in these seminars are not mandatory. However, attendance in these sessions will be considered when applying for a step increase.

## **ARTICLE 16 – HOURS OF WORK & PAY**

Section 16.1 – Pre-trip Duties. Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. The Company will pay twelve (12) minutes for performing the required pre-trip duties. When performing a relief, the Mechanic/shop clerk will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees will not be paid any time for clocking in prior to his scheduled time unless instructed to do so by a supervisor.

Section 16.2 – Cleanup Time. Cleanup time of twenty (20) minutes will be allowed and paid prior to the end of each shift. This shall consist of ten (10) minutes for area cleanup, and ten (10) minutes for personal cleanup. Each mechanic is responsible to make sure that their tool areas are free of trash and debris. Only properly labeled containers should be stored in individual areas.

Section 16.3 – Post-trip Duties. An mechanic/shop clerk’s paid time ends after their last trip is performed and the vehicle is refueled, returned to the yard and the post-trip is completed

Section 16.4 – Workweek. A workweek starts 0001 hours on Saturday and runs to 2400 hours on the following Friday.



Section 16.5 – Overtime. Overtime shall be paid at 1-1/2 times the basic hourly rate, and shall be paid for all hours worked in excess of eight (8) hours in one day, and forty (40) hours in one (1) workweek.

Additionally, overtime shall be paid at 2 times the basic hourly rate for any work performed in excess of twelve (12) hours in a day. Overtime shall be paid at 1-1/2 times the basic hourly rate for the first eight hours on the seventh consecutive day of work in a workweek. Overtime shall be paid at 2 times the hourly basic rate for all hours worked in excess of 8 hours on the seventh consecutive day of work in a workweek.

Vacation time or Paid Time Off hours do not count as time worked for overtime purposes. Under no circumstances will time-and-one-half (1-1/2), double-time (x2) or premium time of any kind be paid more than once for the same hours, nor be cumulative.

Section 16.6 – Overtime Assignment. All overtime work in the Maintenance Department shall be, as far as practicable, strictly assigned among qualified and eligible employees in accordance with the following:

- A. When overtime is required to complete a task, the mechanic who started the task shall be assigned the overtime required to complete that task.
- B. The qualified eligible employee with the most Division Seniority coming off of their shift shall be offered/assigned any unscheduled overtime work immediately following the end of their shift.
- C. Qualified employees who are on their days off shall be offered overtime in order of Division Seniority.
- D. All other qualified eligible employees shall be notified by Division Seniority.
- E. In the event that overtime work has not yet been assigned work will be assigned to qualified employees (forced overtime) in reverse Division Seniority order, within the class required to complete the assignment.

Employees eligible for overtime shall not be passed for overtime until reasonable efforts to contact them have been made by the Company. The company shall allow a reasonable time to respond (30 minutes) in the event that a message is required. If there is no answer the employee shall be considered to have passed that opportunity to work overtime. It is

the employees responsibility to make sure the Department Manager has the proper contact number(s)

For the purposes of overtime assignment, the term “qualified employee” shall mean to have “walk-on” capability to perform the work as determined by management.

Call back or day off overtime subject to assignment shall pay a minimum of two (2) hours and one (1) minute at the overtime rate. A maintenance employee's consecutive hours shall not exceed twelve (12) hours except in emergencies.

## **ARTICLE 17 – SENIORITY**

Section 17.1 – Definition. Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee’s first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employee with the earliest time and date of their drug screen will have the higher seniority.

### Section 17.2 – Types of Classifications

The Maintenance Department is divided into four (4) classifications: Class A specialized technical, Class B non-specialized technical, Class C Mechanic, and Mechanics Helper/Apprentice.

### Section 17.3 – Division Seniority

The length of continuous service commencing from the date of hire/transfer into the Maintenance Department of either Division 70, Division 90, or Division 115, shall be termed Division seniority.

### Section 17.4 - Classification Seniority

Classification seniority shall be the length of service in a particular classification within the Division but shall not exceed company seniority. The date an individual first moves within an "A", "B", "C" or Mechanics Helper/Apprentice classification position shall be termed the individual's "A", "B", "C" or Mechanics Helper/Apprentice classification seniority date.

A four month trial period will be utilized for all existing maintenance employees changing classification as defined above.

#### Section 17.5 – Layoff and Recall.

##### Layoff

In the event of a layoff, the Company shall determine the Division and classifications and in which positions are to be reduced. Part-time and temporary employees in the classifications to be reduced will be laid off before full-time employees are laid off in those classifications. In determining which employees in the affected classifications will be laid off, Division Seniority within the classification shall prevail.

Upon mutual agreement between employees, a more senior employee may elect to take a layoff for a junior employee. The Union agrees that the Company will not suffer or be obligated under this provision.

An employee who is in a Division and within a classification designated for reduction may displace an employee in any lower classification in the division in which said employee previously held regular status, provided said employee has more Division Seniority than the employee he/she desires to displace. This right shall be exercised only once in any layoff.

“Continuous Service” for benefits purposes (e.g. vacation, PTO, 401(k) etc.) shall not accrue during layoff, but seniority for job bidding purposes shall continue to accrue during layoff.

##### Recall

Qualified employees shall be recalled in order of Division Seniority. Full-time employees on lay off status shall be recalled before part-time employees.

Notice of recall shall be sent to the employee at their last known address by registered or certified mail. It is the employee's responsibility to keep the Company informed of their current address. If any employee fails to report for work within twenty (20) calendar days from the date of mailing the notice of recall, or within fifteen (15) days from receipt of the letter, they shall be considered to have quit, shall cease to have seniority, and shall have their name removed from the recall list.

Recall rights of any employee shall expire twenty-four (24) months from the date of layoff.

Nothing in this section or any part of this Agreement is intended to restrict the sole authority of the Company to determine the necessity of service reductions, the form of the reduction, and the duration of layoff.

Section 17.6 – Use. The Company and the Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 17.7 – Continuous Service. Unless otherwise stated, wherever reference is made to “continuous service” in this Agreement, it shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. Continuous Service shall be used for purposes of determining wages, and vacation accrual.

Section 17.8 – Seniority List. Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their Division seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all employees. A Union representative will be provided a current seniority list. The Union will immediately notify Company of any errors in the seniority list. A separate seniority list will be maintained, by classification, for Division 70, Division 90, and Division 115.

Section 17.9 – Probationary Period. All employees will be on probation until ninety (90) calendar days from date of hire. Upon mutual agreement between the Company and the Union, the Company may extend the probationary period of an employee for a period of up to ninety (90) days. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 17.10 – Seniority Broken. Continuity of service will be broken and seniority will terminate by:

- (a) Resignation
- (b) Discharge for just cause.
- (c) Failure to return to work from layoff within twenty (20) calendar days from the date of mailing the notice of recall, or within fifteen (15) days from receipt of the notice of recall.

- (d) Absence without leave or communicating with the Company for three (3) consecutive scheduled work days.
- (e) Layoff of twenty-four (24) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 17.11 – Seniority Not Broken. Continuity of service will not be broken and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months unless extended by the Company and the Union.

## **ARTICLE 18 – DRUG AND ALCOHOL PROGRAM**

Employees will comply with MV Transportation’s Substance Abuse and Alcohol Misuse Policy and Procedures as referenced in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of 14 business days prior to implementation.

## **ARTICLE 19 – BREAKS & LUNCHES**

Section 19.1 - Scheduled Breaks. The following will apply to scheduled lunch breaks, for all full time or part time employees, as it applies to the schedules they bid and hours they work:

All breaks and lunches will be provided for in accordance with applicable law.

Section 19.2 - California Meal Waiver. The Company will comply with state laws concerning meal periods, which provides for at least a thirty (30) minute unpaid meal period for a work period of more than five (5) consecutive hours and a second meal period of at least thirty (30) minutes for a work period of more than ten (10) consecutive hours. The Company and the Union agree that these meal periods may be waived when employees’ work periods of not more than six (6) hours will complete the day’s work or when the employees’ total hours worked for the day is no more than twelve (12) hours and the first meal period was duty-free. It is agreed between the Company and the Union that given the nature of the work mechanics in the bargaining unit perform, they cannot be relieved of all duty as contemplated by Section 11.C. of IWC Wage Order No. 9.

Therefore the Company and the Union agree the bargaining unit members may receive a paid meal period rather than a duty-free meal period. At anytime, an individual bargaining unit member, in writing, may revoke the meal waiver or on-duty meal period agreement.

## **ARTICLE 20 – COMPLETE AGREEMENT**

Section 20.1 - Sole Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 20.2 - Waiver of Bargaining During Term. Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

## **ARTICLE 21 - DRIVE**

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “Weeks Worked” excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from that employees paycheck. The Company shall remit all DRIVE money to the proper location not later

than the twentieth (20<sup>th</sup>) day of the month following the date on which the money was deducted from the employee's paycheck.

## **ARTICLE 22 – PROTECTIVE CLOTHING AND SAFETY EQUIPMENT**

Section 22.1 – Safety Equipment. Safety Glasses are required to be worn within the shop area. In addition, a safety vest must be worn when performing road calls. The company will provide one (1) safety vest and appropriate eye protection. It is the employees responsibility to make sure the equipment is worn as directed.

Section 22.2 – Tools. Class A, B, C and Lead Mechanics are required to have the necessary tools to perform all work consistent with their class. Class C Mechanics hired after May 5, 2017 may, or may not, be required to have their own tools. In the event a Mechanic is not required to have his/her own tools, they will fall under the “No Tools” section of the wage table. The Company will notify the Union of said decision.

Section 22.3 – Uniforms. The Company will provide eleven (11) sets of uniforms and one coat (beginning January 2019) to each eligible Maintenance Department employee. Employees will be held responsible for documented shortages. Company supplied uniforms are required to be worn during scheduled working hours. In addition, the Company shall provide all mechanics an annual boot/uniform allowance of two hundred dollars (\$200) to be used at the employee's discretion for additional uniform items or work boots.

## **ARTICLE 23 – MAINTENANCE SAFETY PROGRAM**

The Company may, at its sole discretion continue, implement, maintain, and discontinue outstanding safety incentive award and performance programs.

## ARTICLE 24 – WAGES

Section 24.1 – Wage Rates. The following wage increases shall become effective the date of ratification as follows:

### **Tulare (Div. 90)/TCAT (Div. 115)/Hanford (Div. 62) Scale**

<b>Title</b>	<b>Current</b>	<b>12/1/17</b>	<b>6/15/18</b>	<b>6/15/19</b>	<b>6/15/20</b>	<b>6/15/21</b>	<b>6/15/22</b>
"A" Lead	\$29.29	\$29.88	\$32.00	\$34.00	\$36.00	\$38.00	\$40.00
"A"	\$25.18	\$25.68	\$28.00	\$30.00	\$32.00	\$34.00	\$36.00
"B"	\$22.06	\$22.50	\$26.00	\$28.00	\$30.00	\$32.00	\$34.00
"C"	\$21.00	\$22.00	\$24.00	\$26.00	\$28.00	\$30.00	\$32.00
"C" No Tools	\$18.45	\$18.82	\$19.82	\$20.81	\$21.85	\$22.94	\$24.09
Parts Clerk	\$12.86	\$13.28	\$14.25	\$14.96	\$15.71	\$16.50	\$17.32
MH	\$12.29	\$13.12	\$14.25	\$14.96	\$15.71	\$16.50	\$17.32
Utility (Div. 62)	\$11.01	\$13.00	\$14.03	\$14.58	\$15.31	\$16.08	\$16.88
GFI Tech (Div. 62)	\$16.33	\$16.82	\$17.71	\$18.71	\$19.71	\$20.71	\$21.71

### **Visalia Div. 70 Scale**

<b>Title</b>	<b>Current</b>	<b>12/1/17</b>	<b>9/15/18</b>	<b>9/15/19</b>	<b>9/15/20</b>	<b>9/15/21</b>	<b>9/15/22</b>
"A" Lead	\$29.29	\$29.88	\$32.00	\$34.00	\$36.00	\$38.00	\$40.00
"A"	\$25.18	\$25.68	\$28.00	\$30.00	\$32.00	\$34.00	\$36.00
"B"	\$22.06	\$22.50	\$26.00	\$28.00	\$30.00	\$32.00	\$34.00
"C"	\$21.00	\$22.00	\$24.00	\$26.00	\$28.00	\$30.00	\$32.00
"C" No Tools	\$18.45	\$18.82	\$19.82	\$20.81	\$21.85	\$22.94	\$24.09
Parts Clerk	\$12.86	\$13.28	\$14.25	\$14.96	\$15.71	\$16.50	\$17.32
MH	\$12.29	\$13.12	\$14.25	\$14.96	\$15.71	\$16.50	\$17.32

There shall be no further, or ongoing, annual/seniority wage increases given by the Company beyond the term of this agreement. The parties agree that any annual/seniority wage increases that may occur after termination of this agreement must be agreed to by the parties and memorialized and ratified in the successor collective bargaining agreement.



Section 24.2 – Minimum Rates. The rates of pay provided in the table above are minimums. No employee may be paid at a rate lower than provided for his classification. The Company may, at its option, elect to establish a higher initial placement on the progression schedule. No employee shall suffer a reduction in pay rate as a result of the signing of this Agreement.

Wage increases will be retroactive to December 1, 2017 for all hours worked for employees employed as of the date of ratification

## **ARTICLE 25 – HEALTH INSURANCE**

Section 25.1 – Health Insurance – Designation of plans. On the first day of the month following sixty (60) days of employment, the Company will offer group Health, Dental and Vision benefits to all qualified employees covered by this agreement. The level of benefits shall be maintained throughout the life of the contract. The Company shall have the right to pursue other medical/dental/vision plans. Notification of plan changes shall be provided to the union not less than 30 days before implementation the new plan/s.

Section 25.2. Qualified Employee Defined. A qualified employee shall:

- a) be a current, active employee
- b) have completed sixty (60) days of continuous employment with the Company
- c) regularly work an average of thirty (30) hours per week as calculated under the terms of the Patient Protection and Affordable Care Act (PPACA).

Section 25.3 – Contributions.

The Company shall make contributions in accordance with the table below. Contributions shall be made monthly toward the health insurance coverage for each qualified employee enrolled in a Company provided plan. The employee shall pay the balance of the premium through payroll deduction. There shall be no pay in lieu of benefits should an employee decide to decline any Company provided benefit/s. The Company shall have the right to contribute at a level above those stated in this Article in order to remain in compliance with the terms of the PPACA.

The maximum monthly company contribution towards a Company offered plan shall be as follows:

The Company shall contribute up to \$400.00 per month.

CURRENT	2019	2020
\$400.00	\$500.00	\$550.00

Beginning January 1, 2021, there shall be a 80/20 ER/EE split for all medical insurance plans offered by the Company for all categories (i.e. EE only, EE+1, Family).

The company shall continue to offer dental and vision coverage to employee's and their dependents at employee expense.

## **ARTICLE 26 – HOLIDAYS**

Section 26.1 – Holidays Designated. Subject to the provisions of Sections 2 and 3 of this Article, a Full-Time employee assigned to the classifications covered by this Agreement shall receive pay for the following holidays falling on or after the date of ratification:

New Year's Day  
Martin Luther King's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Employee Birthday (beginning January 2020)

Section 26.2 – Payment of Holiday Pay. Holiday pay as provided in this Article shall be calculated at 8 hours of pay for any holiday not worked, except as stated in Section 27.3 below.

Section 26.3 – Work Requirements for Eligibility. In order to be eligible to receive holiday pay as provided in this Article, an employee must work throughout the last scheduled work day prior to the holiday and the first scheduled work day following the holiday.

Section 26.4 – Pay for Time Worked on a Holiday. An employee who works on a day recognized as a holiday in this Article shall receive eight (8) hours holiday pay plus his straight-time, hourly rate for all hours worked on the holiday. An employee who is scheduled to work on a paid holiday as defined in Section 1 of this Article but who does not report to work shall not receive holiday pay.

Section 26.5 – Alternative Holiday Work Schedule. The Company may elect to amend the work schedule during a week in which a paid holiday falls or during a week in which service is amended because of an unpaid holiday in order to satisfy the service requirements of its customers.

## **ARTICLE 27 – 401 (k)**

Section 27.1 – Contribution. After thirty (30) days of continuous employment, the Company will match \$.10 for every \$1 that the employee defers on the first 6% of the employee's pay. The Company 401(k) has a 5 year vesting period requirement for 100% all Company contributions.

Beginning June 15, 2018 and after thirty (30) days of continuous employment, the Company will match \$.25 for every \$1 that the employee defers on the first 6% of the employee's pay. The Company 401(k) has a 5 year vesting period requirement for 100% all Company contributions.

## **ARTICLE 28 – VACATION / PTO**

Section 28.1 – Schedule of Benefits. A full-time employee covered by this Agreement shall be eligible to take vacation according to the following accrual schedule:

- a) After one (1) year's service - 40 hours – (3.33 hours per month)
- b) After two (2) year's service - 48 hours – (4 hours per month)
- c) After three (3) year's of service- 88 hours – (7.33 hours per month)
- d) After seven (7) year's of service - 128 hours – (10.66 hours per month)

Section 28.2 – Holiday during Vacation. Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's discretion shall be exercised prior to the

commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

Section 28.3 – Vacation Bidding. Vacation bids will be posted two (2) times a year, each following the general bid as scheduled in Article 14 of this Agreement. Specific vacation dates will be granted by Division Seniority. Bids shall be submitted on a form provided by the Company. No more than 10% of the Maintenance Department workforce for all three Divisions shall be off on an approved week block of vacation at any given time.

A request outside the bid process for a specific week of vacation must be submitted a minimum of thirty (30) days prior to start of vacation time. The time of submittal shall determine who will be authorized for vacation time outside the bid process.

Except in an emergency, requests for one (1) to three (3) vacation days must be submitted a minimum of three (3) days in advance, and be approved by the immediate supervisor.

Section 28.4-Vacation Cash Out. Employees may cash out vacation in accordance with the Company's Vacation Cash Out Policy.

## **ARTICLE 29 – LIFE INSURANCE**

Section 29.1 – Benefit and Requirements. The Company will provide a life insurance policy in the amount of ten thousand (10,000) dollars for all employees. The employee must have a signed beneficiary form on file.

## **ARTICLE 30 – BEREAVEMENT LEAVE**

Section 30.1 – Bereavement Pay. A non-probationary employee assigned to a classification covered by this agreement shall upon request, be granted up to three (3) days with pay for the Bereavement due to the death of an immediate family member. If the death of an immediate family member occurs out of state, the non-probationary employee will be entitled to two (2) additional paid days off. The company shall have the right to require proof of death of the relative.

Bereavement pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay and shall be paid for the number of hours comprising the employee's regularly scheduled hours of work. Family members whose death will qualify an employee for bereavement leave shall be as stated in the MV Employee Handbook.

### **ARTICLE 31 – JURY DUTY**

Section 31.1 – Jury Duty Pay. An employee reporting to jury duty shall be entitled to up to 8 hours of jury duty pay for each day served, to a maximum of five (5) days. Jury duty pay will be paid at the employees basic hourly rate, and shall not counted as hours worked for the calculation of overtime. Employees serving jury duty shall provide written verification from the court of actual jury service. Jury duty pay shall not exceed 40 hours per year.

### **ARTICLE 32 – SICK LEAVE**

Beginning June 15, 2018, all employees shall receive three (3) days (twenty-four hours) per year for use after ninety (90) days of employment with the Company. Beginning January 1, 2019, the sick leave bank will be restored on the employee's anniversary date and restored on the anniversary date thereafter. Sick Days shall be (8) hours pay at the straight time wage rate for the employee. Sick Days shall not count as hours worked for any purpose listed in this Agreement – including, but not limited to, overtime or paid time off accrual. These three days of sick leave shall be considered excused absences. Sick leave shall not be carried over from year to year and shall not be available for cash out.

### **ARTICLE 33 - SAVINGS CLAUSE**

Section 32.1 – Conflict with the Law. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State of Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 32.2 - Renegotiation. If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to

meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 32.3 – Living Wage Ordinances. This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for such exemptions.

### ARTICLE 34 – EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the duly chosen representative of the parties hereby affirms that they have the authority to enter into this agreement on behalf of themselves and their principals and hereto affix their hands this 21<sup>st</sup> day of February, 2018.

 2/20/2018

Patrick Domholdt  
Director of Labor Relations  
MV Transportation, Inc.

 2/21/18

Greg Landers  
Secretary-Treasurer  
Teamsters Local Union No. 517

 2-20-18

Gary Jenkins  
Business Agent  
Teamsters Local Union No. 517



Committee Member

Committee Member

Committee Member

## APPENDIX "A" – ATTENDANCE

To maintain a productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. All MV employees are required to report to work on time every day they are scheduled to work. The following policy applies to all non-probationary employees and is based on a rolling twelve (12) month time period.

### *Excused Absence*

Excused absences are approved requests for family medical leave (FMLA), kin care (if required by state law), personal leave, jury and/or witness duty, military, bereavement, pre-arranged vacation days or any other leave protected by law. Attendance points are not issued for excused absences.

Pre-arranged vacation days will be excused if:

- 1-A MV "Request for Time Off" form is completed and approved by the Operations Manager, General Manager or Regional Vice President.
- 2-These steps are completed per the division's advance notice policy.

### *Unexcused Absence*

Absenteeism is measured in points. Employees are required to call in for each day of work missed. All employees who will be absent or tardy are required to notify their supervisor or dispatch at least one (1) hour prior to the start of their shift. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

- An unexcused absence, where the employee calls in at least one (1) hour prior to the start of his/her shift, is counted as one (1) point.
- Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.
- Calling in less than one (1) hour in advance of your start time to report an absence or tardy is counted as one and one-half (1 ½) points.
- Failure to call more than one (1) hour but less than four (4) hours after the start of a scheduled shift for a scheduled shift is counted as three (3) points.
- An employee who fails to report for work and fails to notify the Company of his status within the first four (4) hours of the employee's scheduled shift or by the end of their shift, whichever is sooner, is considered a no call/no show and is counted as four (4) points.
- A failure to complete the entire shift is counted as one (1) point.
- Missing a required meeting is counted as one (1) point.

### *Tardiness*

- Arriving to work up to 15 minutes after your scheduled reporting time either for shift start or returning from rest or meal breaks is one-half (1/2) point.
- Reporting to work more than 15 minutes after a scheduled reporting time either for shift start or returning from rest or meal breaks will be counted as one (1) point.
- If an employee is tardy for their shift, the shift may be re-assigned and the employee sent home.

### ***Disciplinary Guidelines for Attendance***

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) points within a rolling 12-month period, he/she will be terminated. Any employee receiving a written warning or termination shall be notified of the discipline within five (5) business days from the date of returning to work.

Violations of more than one component of the attendance policy, will receive a single point assessment of the highest value.

The Company will give courtesy notice of attendance points on a bi-weekly basis via inclusion in payroll stub envelopes (i.e. TCAT) or mailbox. It is the responsibility of the employee to be aware of their attendance record and bring up any discrepancy via the grievance and arbitration process.

### ***Company Meeting Attendance***

We require that all employees attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

### ***Clean Slate***

If an employee goes "point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior points will not be considered as a basis for disciplinary action.

### ***Job Abandonment***

Unless otherwise prohibited by applicable law, an employee who does not report for three consecutive days' scheduled shifts and does not contact the Company during this time period will be considered to have voluntarily resigned his or her position.



# **AGREEMENT**

BETWEEN

**MV TRANSPORTATION**

VISALIA, CALIFORNIA

(Drivers)



AND

**TEAMSTERS LOCAL 517**

AFFILIATED WITH

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

DECEMBER 1, 2017 – JUNE 30, 2023

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## **PREAMBLE**

This Agreement is entered into effective this first (1st) day of December 2017 by and between MV Transportation, Inc. (hereinafter referred to as the "Company") and Teamsters Local 517 (hereinafter referred to as the "Union"). It has as its purpose the promotion of harmonious relations between the Company and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment -of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I - RECOGNITION**

The Company recognizes the Union as the exclusive bargaining agent for all bus drivers, dial-a-ride drivers, utility workers, road supervisors and dispatchers/reservationists employed by MV Transportation, Inc., working at the Company's facility located in Visalia, California. This unit shall specifically exclude all clerical personnel, supervisory personnel, confidential personnel, guards, and as deemed in the Act. The applicable terms and conditions contained in the Memorandum of Understanding between MV Transportation and Teamsters Local No. 517 concerning the incorporation of the Tulare County Area Transit work into the Visalia Transit bargaining unit, dated October 2, 2006, shall be incorporated into this Agreement as "Appendix C.

## **ARTICLE II - UNION SECURITY**

### **Section I - UNION SHOP:**

Only members in good standing in the Union shall be retained in employment. For purpose of this Section "member in good standing" shall be defined to mean employee members in the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Non-members of the Union hired by the Company must complete membership affiliation on or immediately following thirty (30) calendar days from the date of hire or the date upon which this agreement is executed, whichever is the later, and the Union agrees to accept said non-members into membership on the same terms and conditions generally applicable to other members.

### **Section 2 - MEMBERSHIP:**

Membership in the Union no later than the thirtieth (30<sup>th</sup>) day following the beginning of employment of employees covered by this Agreement, or the effective date of this Agreement, or the date upon which this Agreement is executed, whichever is the later, shall be required as a condition of employment.

Section 4 - **ENFORCEMENT:**

The Company agrees to discharge any employee with respect to whom they have received written notice from the Union of failure to complete membership in the Union as above required, or failure to continue payment of dues to the Union as above required unless the facts are contested, and to effect such discharge within seven (7) days after the receipt of such notice.

Section 5 - **NEW EMPLOYEES:**

When any employee is hired or rehired the Company will notify the Union within fourteen (14) days. The Union shall be allowed to present membership application cards to new employees at orientation. Said orientation shall occur within the first fourteen (14) days of employment.

### **ARTICLE III – CHECKOFF**

**Section I - PAYROLL DEDUCTION:**

The Company shall deduct from the regular payroll each month and forward promptly to the Union all uniformly required initiation fees and all dues for the current month, from an employee who has voluntarily notified the Company, in writing, of his desire and authorization for the Company to make such deductions.

Section 2 - **INDEMNIFICATION:**

The Union indemnifies and shall hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action, and any related attorneys fees, arising out of any action taken or not taken by the Company with respect to this Article.

### **ARTICLE IV - UNION BULLETIN BOARD**

Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Union-supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All Union notices posted on the UBB must be printed on Union letterhead or official stationary and will be posted 14 days prior to the date of the event.

## **ARTICLE V - STEWARDS & UNION VISITATION**

### **Section 1 - DESIGNATION OF STEWARDS:**

The Union may, at its option, designate one (1) or more employee(s) to serve as Steward at the facility identified in Article I of this Agreement. The Union shall notify the Company, in writing, of such designation, and no employee not so designated shall be recognized as a Steward or allowed to represent any other employee with respect to the administration of this Agreement.

### **Section 2 - STEWARDS DUTIES:**

A Steward may assist in the investigation, presentation and resolution of a grievance; provided, however, that a Steward must first perform all his duties and assignments as an employee in the same manner as all other employees and shall not leave his work station or otherwise interrupt his normal duties to function as Steward or to conduct any Union business unless expressly authorized to do so by the Division Manager. Shop Stewards shall not lose pay as a result of the Company Utilizing their services. Shop Stewards shall have the right to review any discipline, video, drive cam, etc. associated with a steward's duties upon written request and employee approval.

### **Section 3 - UNION VISITATION:**

Authorized agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to; provided however, there shall be no interruption of the firm's working schedule. He/She shall give management reasonable advanced notice before proceeding into the office. Representatives of the Union shall be permitted to inspect all records in the possession of the Company that are relevant to the enforcement of this Agreement.

### **Section 4 -- RIGHT TO REPRESENTATION:**

If an employee reasonably believes that questions by management could result in the employee being disciplined, that employee shall have the right to representation by a Union official or Steward during such questioning. This right may be waived by the employee.

## ARTICLE VI - NO STRIKE - NO LOCKOUT

### Section 1 NO STRIKE OR LOCKOUTS

During the term of this Agreement, or any extension thereof, neither the Union nor its members, will directly or indirectly, cause, encourage, sanction, or participate in any strike of any kind, including but not limited to, work stoppage, slowdown, sympathy strike or to boycott against the Employer, and there will be no lockouts by the employer.

### Section 2 INCLUDED PROHIBITIONS:

The prohibitions of this section shall apply whether or not:

- a) The dispute giving rise to the prohibited conduct is subject to arbitration;
- b) Such conduct is in support of a work stoppage or picketing conduct by any other bargaining unit, and;
- c) Such prohibited conduct is in protest of an alleged violation of any state or federal law.

### Section 3 UNION OBLIGATION:

If any conduct prohibited by this section occurs, the Union shall immediately do everything within its power to terminate such conduct.

### Section 4 DISCIPLINE:

Any employee who participates in any activity prohibited by Section 1 of this Article shall be subject to discharge or to such lesser discipline as the company at its discretion shall determine; provided, however, that such employee shall have the recourse to the grievance and arbitration procedure of this Agreement as to the sole question of whether he, in fact, participated in such prohibited activity.

Section 5 **THIRD PARTY PICKET LINE:**

It shall not be a violation of this Agreement or cause for discharge or permanent replacement for any employee to refuse to cross a primary picket line in the performance of his duties which has been sanctioned by the Union (Joint Council 38). However, if refusal to cross such picket line risks the Company being in violation of the revenue contract with the customer, the employee must cross the picket line for the first twenty-four (24) hours. The company and the Union agree to meet within this time period to work out a means of performing the work without risk to the revenue contract.

Section 6 **NO LOCKOUT:**

The Company agrees that there shall be no lockout of employees by the Employer during the term of this agreement.

## **ARTICLE VII - MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions possessed by the Company prior to the execution of this Agreement are specifically reserved to it and vest exclusively in the Company. Further, by way of example and not by way of limitation, the rights, powers and authorities of the Company shall include the right to:

- a) To reprimand, suspend, discharge, or otherwise discipline employees for cause and to determine the number of employees to be employed.
- b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off or recall employees to work, and rehire employees.
- c) To set the standards of productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; and to set the starting and quitting time and the number of hours and shifts to be worked.
- d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, Alter, combine, transfer, subcontract, assign, or cease any Job, department, operation, or service; to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the Customer.

- e) To issue, amend and revise reasonable policies, rules, regulations and practices including rules of conduct or standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and direct the Company's employees, and to carry out the lawful directives of the customers to whom the Company contracts its services if not in violation of this agreement.
- f) The Company may employ new technology, including video, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and motoring or pedestrian public. The company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving an employee while operating a Company vehicle while on the clock. In the event any recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. The Company shall meet with the Union before implementation of new technology on an advice and confer basis, in order to explain and clarify the use and effects of said technology.
- g) The Company and the Union acknowledge that the Company has entered into a contract to provide transportation services to the City of Visalia and Tulare County, from here forward known as the "Client". The contract between the Company and the Client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit the Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulations or to comply with any provision of the agreement between the Company and the Client. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations. The company agrees not to implement any other new policies, rules, or regulations that are in direct conflict with this agreement.
- h) The Company shall issue all employees a current Employee Handbook outlining all rules, regulations and policies. No Company Policy in conflict with the terms and conditions of this Agreement shall prevail. Prior to the implementation of any new or revised rule, regulation of policy the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least ten (10) calendar days prior to the implementation of said rule, regulation or addendum. The Safety Policies, as contained in the MV Employee Handbook in effect at ratification of this Agreement and the MV Drug and Alcohol Policy in effect at the time of ratification of this Agreement shall be considered a part of this contract.



## **ARTICLE VIII SENIORITY**

### **Section 1 PROJECT SENIORITY**

The Company shall recognize project seniority rights from the employee's date of hire or date of transfer into the bargaining unit covered by this Agreement. If more than one (1) employee has the same hire date, the employees' relative seniority positions will be determined by their qualified license issue date. The Company shall keep six (6) separate seniority lists for the following classifications:

1. Driver – Division 70
2. Driver – Division 115
3. Utility Worker – Division 70
4. Utility Worker – Division 115
5. Dispatcher/Reservationist – Division 70
6. Dispatcher – Division 115

### **Section 2 LAYOFF:**

Layoffs will be determined by project seniority; the employee with the least amount of seniority at the project, and within their classification, shall be laid-off first. Recall of laid-off employees shall be in reverse order layoff. An employee duly notified by the Company to return to work from layoff must return to work within fourteen (14) calendar days of mailing of such notice or be considered terminated. A copy of such notice shall be sent to the Union.

### **Section 3 SENIORITY BROKEN:**

An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:

- a) Discharge for Just Cause;
- b) Voluntary quit. Failing to report for scheduled work, without communicating with the Company, for three (3) consecutive days shall be considered a voluntary quit under this Section;
- c) Absence due to layoff exceeding twelve (12) months;
- d) Failure of an employee to return to work upon recall within fourteen (14) calendar days after mailing of written notice from the Company at his last known address appearing on his records or failure to return from a scheduled leave of absence.
- e) Promotion out of the bargaining unit for more than ninety (90) calendar days.

Section 4 **SENIORITY LIST:**

Within thirty (30) days after the signing of this Agreement, and at least quarterly thereafter, a list of employees, arranged, by classification, and in the order of their seniority, shall be posted in a conspicuous place at the place of employment with a copy furnished to the Union.

Section 5 **PROBATIONARY PERIOD:**

All employees will be on probation until they have completed one hundred twenty (120) calendar days of service from his date of hire. During this probationary period, such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Company. Discharge during the probationary period shall not be subject to Article X - Grievance Procedure.

Section 6 **EMPLOYEE TRANSFER:**

Any current employee of MV Transportation that is permitted to transfer into divisions 70/115 from another location shall maintain company seniority for the purposes of establishing a rate of pay and benefits for said employee and will also be given a division seniority date for establishing bidding rights within their classification at divisions 70/115. Conversely, the same would hold true for any current employee covered by this agreement transferring outside to another MV Transportation location. With respect to divisional transfers; both affected division managers must mutually agree to all transfers. Furthermore, any costs associated with any transfer shall be the responsibility of the employee. Employees transferring into another Division shall fall under the wage rates of the Division that they are falling under. Transferring employees shall also move to the bottom of the classification seniority list of the Division that they are transferring into.

## **ARTICLE IX - DISCIPLINE AND DISCHARGE**

Section 1 - **JUST CAUSE:**

The Company retains the right to discipline and discharge employees for just cause, provided that in the exercise of this right the Company will not act in violation of the terms of this Agreement. Complaints that the Company has violated this paragraph may be taken up through the grievance procedure. A written warning will be issued to the Union and the employee within five (5) working days (excluding Saturday, Sunday and holidays) after the alleged cause for the reprimand or within five (5) working days of the Company's knowledge of the cause of such written warning.

In discharge cases, the Company should not proceed with any investigation unless the employee being investigated is provided with union representation from his/her local union unless

specifically waived by the employee.

Section 2 **OTHER EMPLOYMENT:**

A regular employee who works for another company on a day when he refuses regularly scheduled bargaining unit work at MV Transportation, Inc. may be subject to termination. Regularly scheduled bargaining unit work is defined as bid hours, or any other work which the employee has agreed to perform. The Company reserves the right to force extra work, and/or overtime once the list of available employees has been exhausted.

Section 3 **PROGRESSIVE DISCIPLINE:**

The Company shall not discharge an employee unless the employee has been given at least three (3) warning notices within the past twelve (12) months. The Company may suspend an employee without pay as an element of progressive discipline; provided, however all such disciplinary suspensions shall be imposed with as much uniformity and consistency as is practicable relative to the facts giving rise to the discipline. Examples of progressive discipline are:

- First violation – Counseling session/Documented Verbal Warning
- Second violation- Written Warning
- Third violation – Final Warning and/or Unpaid Suspension
- Fourth violation – Termination

The definition of a violation leading to a warning notice as mentioned above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second, third or fourth violation of each individual rule exclusive of violation of any other rules. If an employee does not have a disciplinary violation for a period of twelve consecutive months, then the employees will have his/her record cleared. This policy is based on a floating twelve (12) month time period, except for the conditions as listed in Section 4 of this Article.

In the event of discipline due to instances of unsatisfactory driving performance, as determined by direct observation or Drive-Cam, the Company will provide counseling or retraining as needed. The type and length of counseling or retraining shall be determined by the Company. Retraining shall not take the place of, or reduce the severity of appropriate disciplinary action as stated in this agreement.

Section 4 – **MAJOR VIOLATIONS;**

Major Violations, as listed in the MV Employee Handbook are considered serious infractions and shall be just cause for immediate discharge of the employee, although the Company may impose, at its sole discretion, a lesser penalty. This list is in no way exhaustive of “Major Violations” that could warrant immediate discharge. Alleged infractions under this Section may be subject to the grievance and arbitration process. These examples of Major Violations include,

but are not limited to, the following types of workplace behavior.

1. Reporting to work or working under the influence or possessing alcohol or illegal drugs in the workplace.
2. Deliberately damaging or abusing property.
3. Carelessness or horseplay resulting in property damage in excess of \$5,000 or serious personal injury.
4. Insubordination, including the refusal and/or failure to follow a directive, to perform assigned work, or to encourage others to do either.
5. Sexual or any other forms of harassment prohibited by company policies.
6. Violations of State, Federal, County or Municipal laws, regulations or requirements that would disqualify you from employment under MV's hiring criteria, with the exception of moving violations while driving which are governed by the MV Safety Point System. Employees are required to report such convictions within 24 hours.
7. Violations of the MV Safety Point System, Attendance Policy or Substance Abuse Policy that result in termination.
8. Violations of the following regarding company vehicles and/or equipment:
  - \*Operating without a valid license appropriate for that vehicle, equipment or service.
  - \*Driving on a suspended license.
  - \*Driving a commercial vehicle without a valid medical card.
  - \*Un-insurability as a vehicle operator.
  - \*Negligent use of a company owned or provided vehicle or equipment.
  - \*Unauthorized use of a company owned or provided vehicle or equipment including transporting unauthorized passengers.
  - \*Use of a personal cell phone while operating a company vehicle.
9. Falsification of any records, such as medical forms, time records or employment applications or making false statement.
10. Inappropriate, unprofessional or disorderly verbal or physical conduct directed towards coworkers, passengers, client or any third party while acting as a representative of the company.
11. Entering a passenger's home while in service or in company uniform without a legitimate business purpose.
12. Possession of weapons or explosives on company premises.
13. Conviction of driving under the influence, reckless driving or hit-and-run driving whether on or off the job, in a company or private vehicle, for employees performing safety sensitive functions.
14. Dishonesty, theft or improper handling of cash.

## ARTICLE X - GRIEVANCE PROCEDURE

### Section 1 **FILING A GRIEVANCE:**

The grievance shall include the nature, details, date of the alleged violation, article and section of this Agreement claimed to have been violated. The written grievance must be presented by the Union to the Project Manager or his/her designee within fifteen (15) calendar days following the occurrence out of which the grievance arose or the date the employee and or the union became aware of the grievance. Failure to present the grievance within fifteen (15) days will be deemed a waiver of the grievance.

#### STEP 1

Such grievance will be presented in writing to the Project Manager or his/her designee. Within ten (10) days of receipt of the grievance, a meeting will be held between the employee and the Project Manager. A representative of the Union will accompany the employee. The Project Manager or her designee will provide a written answer to the Union within seven (7) calendar days after the date of the meeting. Weekends and holidays shall be excluded in the response calculations.

All grievances filed for terminations will be considered to be filed under step 2.

#### STEP 2

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the division manager who will refer to the Labor Director or his/her designee within ten (10) calendar days after it receives the written decision at Step 1. Failure of the Union to request Step 2 within the ten calendar days of the Company's written decision shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

- (a) The Labor Director or his/her designee and a representative of the Union and the grievant will meet within ten (10) calendar days after the date of the referral. The grievant will be invited to participate in this Step 2 hearing.
- (b) Within ten (10) calendars days of the meeting, the Labor Director or his/her designee will provide a written answer to the Union:

The following means of resolution are available under step two:

- (a) If either party makes a request, the grievance will be submitted to the State Conciliation Service for mediation and/or a non-binding and confidential recommended decision. The *party* making the request shall be responsible for contacting the State Conciliation Service within five (5) days. The conciliation efforts shall be conducted within twenty (20) days thereafter.

- (b) A Board of Adjustment shall be created immediately upon request of either party and shall be composed of two members selected by the Union and two members selected by the Company. Said Board shall elect a chairman and secretary and shall have the power to adjust any dispute or grievance that may arise concerning the application or interpretation of the Agreement. Decision of the Board shall be made with a majority vote of the four members.

### **ARBITRATION: MANDATORY:**

Either party may demand arbitration over an unsettled dispute concerning the interpretation or application of this agreement, and arising during the term of this Agreement.

### **TIME LIMIT:**

The right of either party to demand arbitration over an unsettled dispute is limited to a period of (20) calendar days from the final action taken on such dispute under the last step of the grievance procedure immediately prior to arbitration.

### **Section 3 POWERS OF THE ARBITRATOR:**

- a. The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement.
- b. The Arbitrator shall have no power to establish wage scales, rates or new or changed jobs, or to change any wage rate.

### **Section 4 SELECTION:**

The parties shall select an arbitrator within to process the dispute to final and binding resolution. The parties shall select an arbitrator to process the dispute to final and binding resolution.

If the Union and Employer cannot agree on the selection of an arbitrator, then the parties shall request that the Federal Mediation and Conciliation Service (FMCS) nominate a panel of seven (7) arbitrators. The Union and the Employer shall alternatively strike one (1) name until only one (1) name remains on the list; the remaining name shall be the person designated as the arbitrator.

The party to strike first shall be decided by coin toss. If the arbitrator selected is not willing or able to hear the matter for any reason, then the Union and the Employer shall request a new list of seven (7) arbitrators from the FMCS and follow the selection process set forth in this paragraph until an available arbitrator is selected. If both the Union and the Employer agree that none of the arbitrators supplied by the FMCS on any panel of seven (7) is satisfactory, then a new panel may be requested from the FMCS.

Section 5 **EXPENSES:**

Fees and expenses of the Arbitrator and reporter cost of the original copy of the transcript and hearing room shall be shared equally by the parties.

Section 6 **TIME LIMITS:**

It shall be the duty of the Arbitrator to the Union and the Company to make his best effort to render his decision within ten (10) calendar days after the matter has been finally submitted to him. Priority shall be given to deciding discharge cases and the Arbitrator shall make his best effort to decide such cases within five (5) calendar days after the matter has finally been submitted to him.

Section 7 **FINAL BINDING AWARD:**

The Arbitrator's decision shall be final *and* binding on the Company, on all Bargaining Unit Employees and on the Union.

Section 8 **RETROACTIVELY:**

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less all amounts the employee earned elsewhere during the period in question, less any unemployment compensation received or compensation for personal services that he may have received or could with diligent effort have received from any sources during the period in question.

## **ARTICLE XI - LEAVE OF ABSENCE**

Section 1 **LEAVE WITHOUT PAY:**

A leave of absence without pay granted by the Company not to interrupt the continuity of seniority provided the employee submits a request in writing to the Company. The Company shall reply to such request in writing, and a copy shall be forwarded to the Union:

- (a) A medical leave of absence due to an off-the-job accident, illness or injury (in addition to F.M.L.A.) shall be granted for up to ninety (90) days. Employees out of work under the provisions of this section for a total of 12 months shall fall under the provisions of Article VIII, section 3 (b). An employee on a medical leave shall submit to the Company medical verification, upon request.
  
- (b) A personal leave of absence may be granted by the Company for reasonable cause, not to

exceed sixty (60) days. Such leave may be extended by mutual agreement of the Company and the Union. The employee will be notified seven (7) days after the request is submitted.

In case of emergency, the notice will be as soon as possible.

Section 2 **LEAVE FOR UNION BUSINESS:**

The Company agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to serve in any capacity of official Union business, provided that fourteen (14) days' advanced written notice or sooner if possible is given to the Company by the Union, specifying the length of time off (which shall not exceed twelve (12) months); and provided further that the Company has other employees available who are qualified by experience to perform the necessary work and that such leave of absence does not otherwise interfere with the efficient operation of the Company's office.

Section 3 The Company shall comply with state and federal family leave laws. The Company, may, at its sole discretion, extend the time limit if the employee and the Union request such an extension in writing and furnish a written report from a licensed medical doctor stating that such an extension is necessary.

## **ARTICLE XII - HOURS OF WORK AND OVERTIME/DRIVERS**

Section I **REGULAR WORK DAY:**

The regular work day shall be determined by the requirements of the transportation schedule developed by the Company and/or its revenue customers.

Section 2 **REGULAR WORKWEEK:**

The regular workweek will normally be Saturday thru Friday.

Section 3 **DRIVER - DESIGNATION OF SHIFT:**

A driver's time shall start when he reports to work as assigned and shall end when he returns his bus to the terminal or relief point, returns to the terminal and completes any assigned post-trip activity, including any required paperwork or report. The employer will make payroll detail reports available to employees no later than 2200 hours on every other Monday.

Section 4 **GUARANTEED HOURS:**

A driver who reports to work as scheduled at the time of his shift and who does not absent himself from any part of the shift that is considered his normal work shift, shall be guaranteed



four (4) hours of work or pay for each separate required report. However, a driver on standby assignment shall be guaranteed two (2) hours of work or pay.

Section 5 - **CHECK-OUT TIME:**

A driver shall perform and document a pre-trip and post-trip inspection on each vehicle to which he is assigned each day prior to the beginning of his first pull and close of his shift.

Section 6 - **OVERTIME:**

A driver shall be paid time-and-one-half (1 1/2 times) the straight-time rate of pay then in effect for the work being performed when the total of hours worked exceeds forty (40) hours in a work week.

**Utility, Dispatchers/Reservationists/ Road Supervisor**

A utility, dispatcher/reservationist, and road supervisor shall be paid time-and-one-half (1-1/2 times) the straight-time rate of pay then in effect for the work being performed when the total of hours worked exceeds forty (40) hours in a work week, or eight (8) hours in a day for 5/8 schedules, and ten (10) hours in a day for 4/10 schedules.

Overtime for all employees not covered by the extra board shall be first assigned to those operators in seniority order who have signed up on the signup sheet. Once the sign up sheet has been exhausted, work will be offered to other employees on a seniority basis. Once attempts for voluntary overtime assignment have been exhausted, the Company reserves the right to force overtime in inverse seniority order. In all cases, extra work will be always first offered to employees who have not already worked a shift on that day.

**ARTICLE XIII- ROUTE ASSIGNMENTS - DRIVER**

SECTION 1: **REVIEW OF ROUTES:**

All routes and work assignments shall be subject to review and reassignment as provided in this Article. The Company will determine the number of bids based upon its legitimate business needs and the desires of its contracting entities; provided, however, all routes shall be bid a minimum of three (3) times per year with a maximum of six (6) months between bids. The route schedule for each bid period shall be posted, for review, fourteen (14) days prior to the bid date. Bid routes will begin the second (2<sup>nd</sup>) Saturday following the bid date. All tripper assignments shall be subject to bid. The Visalia City Transit and Tulare Area Transit bids will be conducted by the Union. The Company will pay one Steward to conduct the bid. The Steward will be paid a minimum of two (2) hours, to a maximum of two and one half (2-1/2) hours. Except that Stewards may be paid more than the two and one half (2-1/2) hours by mutual agreement between the Union and the General Manager.

Section 2 - **ROUTE BIDDING AND VACANCIES:**

All qualified employees covered by this agreement shall be allowed to bid on available routes and work assignments in order of seniority; provided, however, that an employee must be fully qualified and licensed to perform all of the work involved in the assignment for which he is bidding, and all required in-service hours must be current.

Holiday schedule and other emergency situations will be determined by management.

Employees who are off on a disability leave or other medical leave and return to work between master re-bids shall be put back into their regular bided route.

Company will bid Routes and Utility separately. Cross bidding only applies within each Division.

**SPECIAL BIDS:**

1. Run/shift becomes permanently open (i.e.: due to driver leaving employment, discharge, promotion or death)
2. New run/shift (new run expected to last three months or more)
3. A run/shift is eliminated.

Runs/shift that become permanently open between master bids i.e., Promotion, Transfer, discharge, quit, or other, shall be handled in the following manner:

- a) Open route only, shall be put up for bid following the bid procedures described above.
- b) The bid procedure will continue for the next open route (vacant due to the previous bid in (a) that is affected by this process,
- c) The third open route that is affected by this process will be put on the extra board and become available at the next master re-bid.
- d) Route/shift that becomes vacant shall be posted within seven (7) calendar days after they occur.

Section 3 **SIGNIFICANT CHANGE IN WORK:**

In the event an employee's assigned work is significantly changed, the following provisions shall apply:

- a) If a route is eliminated by the customer or by the Company or reduced by sixty (60) minutes or more per day from the time posted, prior to Its being assigned to

that employee, or if the type of vehicle assigned to a route changes and the employee is not qualified to operate the newly-assigned vehicle, such affected employee may, subject to qualification, exercise his/her seniority to displace a driver with less seniority whose route time is equal to or less than that of the affected route.

- b) The less senior driver displaced as provided in paragraph (a) of this Section may, subject to qualification, elect to:
  - 1. Assume the route vacated by the more senior driver under paragraph (a), or,
  - 2. Exercise his seniority to displace the least senior driver at his terminal who has an assigned route, or;
  - 3. Become an Unassigned Driver.
- c) With the mutual consent of the Union and the Company, the Company may reassign an employee to a route.

**Section 4 PROXY AND ABSENTEE BIDS:**

A non-probationary employee who cannot attend Route/Work Assignment Day shall be allowed to submit his bid by written proxy, provided such proxy is submitted to the Company not later than one (1) hour prior to the commencement of the bidding. Such employee's proxy will be examined when the time for his bid occurs, and he shall be assigned that available route listed on his proxy that is his most preferred. In the event no preferred route is available, Management shall select a route for the employee and the employee shall be required to perform such work. A non-probationary employee who fails to report for Route/Work Assignment Day and who fails to submit a written proxy shall have his route selected by management, and the employee shall be required to perform such work.

It is agreed that any employee out on Medical Leave at the time of a bid, who can verify by doctor's note that they are expected to return to work within six weeks of the start of a bid, will be permitted to bid with their respective bid group.

**Section 5 ASSIGNMENT OF REMAINING WORK:**

Any route or work assignment remaining unassigned following application of the procedures provided in this Article may be assigned by the Company to any employee not yet assigned a route or work assignment. If no such unassigned employee exists, the Company shall assign such work by inverse seniority.

When time permits, non-bidder contracted work shall be posted and offered to drivers by seniority except when an outside contractor requests a particular driver. In that case, the requested driver will be assigned to that piece of work. Upon request, the Company will provide proof of a contractor's request for a specific driver.

**Section 6 BIDDING – DISPATCHER/RESERVATIONIST/ROAD SUPERVISOR:**

**Section 6.1 – Procedure:** The Company shall conduct a dispatcher/road supervisor General Bid concurrently with the driver bid

**Section 6.2 – Selection:** Preference for shift selection shall be by the most senior qualified employee within their Division and classification.

**Section 6.3 – Selection - Permanent Vacancies:** Shifts that become open during the term of a general bid shall be posted for not less than ten (10) days before filling. Dispatchers/Road Supervisors within the Division/classification of the shift being posted shall have the opportunity to bid on these vacancies.

**SECTION 7 SCHEDULING POLICY.**

1. Extra Board Drivers shall call in after 5:00 PM and confirm their schedule for the following day.
2. The Dispatcher shall call any regular drivers if their schedule changes for the following day.
3. Same-day schedule changes shall be communicated by Dispatch to the drivers and schedules will be adjusted on an as needed basis without regard to seniority.
4. Failure to complete an entire shift as a result of these procedures will be handled through the attendance policy.

**ARTICLE XIV - EXAMINATIONS**

Physical examinations, required by the Company shall be promptly complied with by all such employees and/or applicants, provided, however, the Company shall pay for all such examinations, and in the case of present employees, the Company shall pay for time spent at the place of examination or examinations, except in the case of driver's or chauffeur's license examinations.

Employees will not be required to take examinations during their working hours without pay for time so consumed. The Company shall pay for the time spent getting required DOT physicals for recertification.

This provision also covers part-time employees.

## **ARTICLE XV - CLASSIFICATIONS AND WAGES**

All of the classifications covered by the Agreement and the wage rates, differentials, effective dates, methods of administration and payment and related provisions are in Appendix "A", which is attached and is hereby expressly made a part of this Agreement. All of the provisions of Appendix "A" are fully enforceable under this Agreement. Conversely, no claim by an employee or by the Union to a wage rate, differential, effective date, method of administration or payment or other aspect of remuneration not specifically provided for in Appendix "A" shall constitute grounds for a valid grievance under this Agreement.

Section 1 – CDL Requirement. As a condition of employment, all employees are required to obtain and maintain a Class B commercial driver's license with a passenger endorsement in accordance with the Company's existing training policy. In the event an employee does not have a Class B license with a passenger endorsement, he or she will be given ninety (90) calendar days to receive their Class B license in which he or she shall be required to receive their permit in the first thirty (30) calendar days of that window.

## **ARTICLE XVI - EMPLOYEE BENEFITS**

All of the employee benefits which are the specific creatures of this Agreement, as well as all of the provisions for eligibility, certification, administration and related rights and requirements are included in Appendix "B". which is attached and is hereby expressly made a part of this Agreement. All of the provisions of Appendix "B" are fully enforceable under this Agreement. Conversely, no claim by an employee or by the Union to an employee benefit not provided for in Appendix "B" or to any aspect of eligibility, certification, administration or of the rights and requirements relative to the employee benefits which included, except those specifically provided for in Appendix "B", shall constitute grounds for a valid grievance under this Agreement.

## **ARTICLE XVII - GENERAL CONDITIONS**

### Section 1 **FLEXIBILITY:**

It is agreed that the Company may, during an emergency or period of unusual operational demand, utilize an employee to the degree that no employee's compensated time shall be wasted. Employees shall be trained and qualified according to Company standards to do any assignment. In no event shall an employee be cross-utilized for a period of greater than thirty (30) calendar days.

### Section 2 **SOLE AGREEMENT:**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 3 **WAIVER OF BARGINING DURING TERM:**

Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

Section 4 **GENDER:**

Throughout this Agreement, the masculine shall embrace the feminine and the singular shall become the plural.

Section 5 **AMENDMENT/WAIVER:**

This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the Company and the Union, any oral statement or oral agreements shall be of no force or effect whatsoever. The waiver or breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any such term or condition.

Section 6 **REVENUE CONTRACT T O PREVAIL:**

The relevant provisions of a revenue contract between the Company and its customers under which an employee of the Company performs such work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions or requirements upon the Company and/or its employees that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement is in conflict with any of the provisions of such revenue contract, the relevant provisions of said revenue contract shall prevail for all purposes. Nothing in this section shall be construed as subjecting any of the terms of any of the Company's revenue contracts to the Grievance and Arbitration provisions of this Agreement.

Section 7 **J.L.R.C.:**

The Company and Union agree to meet at least quarterly to discuss issues and concerns that arise in the work place. No employee shall lose pay as a result of attending these meetings.

Section 8 **PERFORMANCE OF WORK COVERED BY THIS AGREEMENT:**

Management personal may perform bargaining unit work only under the following conditions:

- 1.) training or instructing another employee
- 2.) in case of emergency.

Section 9 **TERMINATION OF TRANSPORTATION SERVICES CONTRACT**

If the transportation services contract between the Company and its service customer terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement shall continue to resolve disputes pending at the time of termination, and any disputes that should arise which occurred during the term of the collective bargaining Agreement, up to and including arbitration. If the service customer awards the services now provided by the company to another transportation provider, the Company will notify the Union of the name, address, and representation of such other transportation provider, if known.

Section 10 - **SEPARABILITY:**

If a provision of this Agreement is held to be illegal or unenforceable at law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions not so illegal or unenforceable shall continue in full force and effect. In such an event, the parties shall meet promptly to negotiate a new provision to replace that which has been rendered invalid.

Section 11 **NEW WORK:**

By mutual agreement with the Union, the Company shall have the right to amend any of the provisions of Appendix "A" and/or "B" of this Local Supplement as it deems necessary to successfully bid for and obtain new work in addition to that work being performed by the bargaining unit employees on the effective date of this Agreement. The Company will meet with the Union to discuss such amendments. An employee becoming a member of the bargaining unit as the result of this new work Agreement, except those which may have been amended from appendix "A" as provided in this Article. The Union agrees to cooperate in assisting the company in obtaining such new work.

Section - 12 **MEETING:** The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service

to the Client.

Section – 13 **DMV EXAMINERS:**

The position of DMV Examiner is a voluntary position, anyone interested may contact management.

## **ARTICLE XVIII NON DISCRIMINATION**

Neither the employer nor the Union in carrying out their obligation under this Agreement shall discriminate in any manner whatsoever against any employee because of race, sex, religion, national origin, age, status as a Vietnam Era Veteran, or physical or mental disability. In this Agreement, when the masculine gender is used, it shall be deemed to include the feminine and vice versa. To comply with applicable state and federal laws insuring equal employment opportunities to qualified individuals with a disability, the Employer will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability unless undue hardship would result. The Company and the Union shall not discriminate against any employee for reasons covered by applicable State and Federal law.

## **ARTICLE XIX – DEFINITIONS**

Section 1 **MISS-OUT:**

A miss out is defined as an employee reporting for work more than one minute late any time after their shift is scheduled to begin, up to fifteen minutes late. If an employee reports to work more than five (5) minutes late, they will be charged with an absence, and may have their work re-assigned. If the operator is assigned work, they will then be charged with a miss out rather than an absence.

Section 2 **NO-CALL NO-SHOW:**

An employee who fails to report for work and fails to notify the Company of his status is considered a no call/no show. An employee who is a no call/no show for one day will incur two (2) occurrences and be subject to further disciplinary action. Two (2) instances of being a no call/no show in a rolling twelve (12) month period will result in discharge.

No Call/No Show is defined as no communication with the Company within the first four (4) hours of the employee's scheduled shift or by the end of their shift whichever is sooner.



## ARTICLE XX – BREAKS & LUNCHES

### Section 1

- (a) Rest Periods. All employees are authorized and permitted to take rest periods in accordance with this policy.

Each employee is authorized and permitted to take a ten (10) minute net rest period for every four (4) hours worked or major fraction thereof, which rest period shall be paid time. The rest period may include periods when the employee is on his/her route but employee is not required to operate or remain in the vehicle.

It is the responsibility of each employee to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee wanted to take a rest period and was prevented from doing so, the employee must submit a written statement explaining why he or she was prevented from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all employees were permitted to take rest periods.

(b) Meal Periods

1. Drivers - The Company provides at least a 30-minute meal period to employees who work more than five hours. The Company provides a second 30-minute meal period to employees who work more than 10 hours in a workday. Accordingly, drivers who work up to eight (8) to ten (10) hours in a workday shall be provided with a one (1) hour meal period. Employees who work ten (10) to twelve (12) hours shall be provided with an additional thirty (30) minute meal period.

The meal periods shall be unpaid unless it is an “on duty” meal period. It is agreed between the Company and the Union that given the nature of the work drivers in the bargaining unit perform, they may not be relieved of all duty. Therefore the Company and the Union agree the drivers may receive a paid meal period rather than a duty-free meal period. At any time, a driver may revoke, in writing, the on-duty meal period agreement.

There is no paid travel time for lunch. Lunches begin at the last drop prior to lunch and when you begin your drive to the first pickup after lunch. Employees must take lunch as required up to the maximum amount stated herein. On some days, due to system demand, an employee may not receive a lunch break. A lunch break, if granted, is a minimum of thirty (30) minutes.

Any driver who believes that he/she did not receive a proper meal period in accordance with this Agreement or law shall make such claim, in writing, to his or her General Manager within two days after the missed meal period occurred. Unless the Company is notified of missed meal periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all drivers were permitted to take meal periods.

2. Non-Drivers – The Company provides at least a 30-minute meal period to non-drivers who work more than five hours, unless they work six or fewer hours total and are covered by the union election to waive the first meal period. The Company provides a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they work twelve or fewer hours total, did not waive the first meal period, and are covered by the union election to waive the second meal period. The first thirty (30) minute meal period should be taken prior to the completion of the fifth (5<sup>th</sup>) hour of the workday. The second thirty (30) minute meal period should be taken prior to the completion of the tenth (10<sup>th</sup>) hour of the workday.

Any non-driver who believes that he/she did not receive a proper meal period in accordance with this Agreement or law shall make such claim, in writing, to his or her General Manager within two days after the missed meal period occurred. Unless the Company is notified of missed meal periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all non-drivers were permitted to take meal periods.

3. California Meal Waiver. The Union agrees on behalf of all employees in the bargaining unit to waive any meal periods to which any employee might otherwise be entitled when the employee works at least five (5) hours but not more than six (6) hours during a workday. The Union also agrees on behalf of all employees in the bargaining unit to waive any meal period to which any employee might otherwise be entitled when the employee works at least ten (10) hours but no more than twelve (12)-hours and the first meal period was duty-free. At anytime, an individual bargaining unit member may revoke, in writing, the meal waiver.
4. Arbitration of Meal and Rest Period Claims. Any and all disputes or claims alleging that one or more employees was not provided with one or more meal or rest periods in accordance with this Agreement or law, shall be subject to resolution and arbitration provisions of this Agreement.

## **ARTICLE XXI – TERM OF AGREEMENT**

Section 1 **EFFECTIVE DATE:**

This Agreement shall be in force and effect from December 1, 2017 through 12:00 midnight. June 30, 2023.

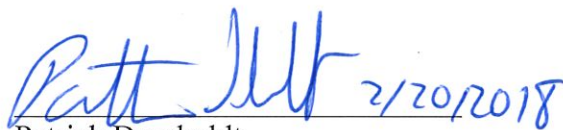
Section 2 **NOTICE OF TERMINATION/AUTOMATIC RENEWAL:**

If neither the Union or the Company desires to modify, amend or terminate this Agreement, written notice by registered mail must be given to the other party not earlier than ninety (90) days nor later than sixty (60) days prior to such termination date. If no such notice is given, this Agreement shall be automatically renewed without change for an additional period of one (1) year, and in such event this Agreement may be terminated or renewed in like manner from year to year thereafter.

Section 3 **RENEWAL:**

It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section I of this Article, and that all of the terms of such successor Agreement be agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other.

IN WITNESS THEREOF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their hands.

 2/20/2018

Patrick Domholdt  
Director of Labor Relations  
MV Transportation, Inc.

 2/20/18

Greg Landers  
Secretary-Treasurer  
Teamsters Local Union No. 517

 2-20-18

Gary Jenkins  
Business Agent  
Teamsters Local Union No. 517

**Union Committee Members**

Valeria Galindo 2-21-18  
Committee Member Date

[Signature] 2-21-18  
Committee Member Date

[Signature] 2-21-18  
Committee Member Date

\_\_\_\_\_  
Committee Member Date

Kristopher Edge 2-21-18  
Committee Member Date

\_\_\_\_\_  
Committee Member Date

[Signature] 2-21-18  
Committee Member Date

\_\_\_\_\_  
Committee Member Date

[Signature] 2-21-18  
Committee Member Date

\_\_\_\_\_  
Committee Member Date

## APPENDIX "A"

### CLASSIFICATIONS AND WAGES Full-time and Part-time.

#### Section 1: Div. 70 Visalia Driver/Dispatcher/Road Supervisor Wage Rates

**DRIVER  
UTILITY  
WAGES**

	Current	12/1/17	9/15/18	9/15/19	9/15/20	9/15/21	9/15/22
Training	\$10.00	\$11.00	Min. Wage	Min Wage	Min Wage	Min Wage	Min Wage
Start	\$11.28	\$11.73	\$16.00	\$16.00	\$17.00	\$18.00	\$19.00
After 1 Year	\$12.74	\$13.24	\$16.50	\$16.50	\$17.50	\$18.50	\$19.50
After 2 Years	\$13.11	\$13.64	\$17.25	\$17.25	\$18.25	\$19.25	\$20.25
After 3 Years	\$13.35	\$13.88	\$17.50	\$18.50	\$19.50	\$20.50	\$21.50
After 4 Years	\$14.28	\$14.85	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50
After 5 Years	\$15.13	\$15.74	\$19.25	\$20.25	\$21.25	\$22.25	\$23.25
After 6 Years	\$15.38	\$16.00	\$20.00	\$20.50	\$21.25	\$22.50	\$23.50
After 7 Years	\$17.26	\$17.95					
Utility	\$11.01	\$13.00	\$14.03	\$14.58	\$15.31	\$16.08	\$16.88

Beginning September 15, 2018, Dispatchers pay will be paid \$1.00 above their respective wage rate in the above wage scale and Road Supervisors will be paid \$1.50 above their respective wage rate in the above wage scale.

#### Section 2: TCAT Driver/Dispatcher/Road Supervisor Wage Rates

**DRIVER  
UTILITY  
WAGES**

	Current	12/1/17	6/15/18	6/15/19	6/15/20	6/15/21	6/15/22
Training	\$10.00	\$11.00	Min. Wage	Min Wage	Min Wage	Min Wage	Min Wage
Start	\$11.28	\$11.73	\$16.00	\$16.00	\$17.00	\$18.00	\$19.00
After 1 Year	\$12.74	\$13.24	\$16.50	\$16.50	\$17.50	\$18.50	\$19.50
After 2 Years	\$13.11	\$13.64	\$17.25	\$17.25	\$18.25	\$19.25	\$20.25
After 3 Years	\$13.35	\$13.88	\$17.50	\$18.50	\$19.50	\$20.50	\$21.50
After 4 Years	\$14.28	\$14.85	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50
After 5 Years	\$15.13	\$15.74	\$19.25	\$20.25	\$21.25	\$22.25	\$23.25

After 6 Years	\$15.38	\$16.00	\$20.00	\$20.50	\$21.50	\$22.50	\$23.50
After 7 Years	\$17.26	\$17.95					
Utility	\$11.01	\$13.00	\$14.03	\$14.58	\$15.31	\$16.08	\$16.88

Beginning June 15, 2018, Dispatchers pay will be paid \$1.00 above their respective wage rate in the above wage scale and Road Supervisors will be paid \$1.50 above their respective wage rate in the above wage scale.

Wage increases will be retroactive to December 1, 2017 for all hours worked for employees employed as of the date of ratification

Section 1 **NIGHT-TIME PREMIUM:**

If the current operation expands to 24 hours service, the Company shall pay a .25 cent premium per hour for all hours worked between midnight and 5:00 AM. This .25 cents per hour shall not be counted as an employees base hourly rate for the purposes of overtime calculation.

Section 2 **PAYROLL NOTES:**

Payroll Note # 1: **Minimum Rates:**

The rates of pay provided in the Table of Rates in this Appendix are minimums. No employee may be paid at a rate lower than provided for his classification. The Company may, at its option, elect to credit some or all of a driver's prior driving service or experience for the purpose of establishing a higher placement on the progression schedule. No employee shall suffer a reduction in pay rate as a result of the signing of this Agreement.

Payroll Note #2: **Driver/Trainer and Dispatcher/Classroom Trainer:**

The Company may assign an employee who, in honest business judgment, is fully qualified to perform work as a Driver/Trainer or dispatcher/Trainer and may similarly remove such employee from such assignment; provided, however, that an employee so assigned shall be paid a differential of one (\$1.00) dollar per hour in addition to his regular rate of pay for all hours worked as a Driver/Trainer or dispatcher/Trainer. Assignment will be based on seniority, provided that the most senior employee has the qualifications to perform the work.

It shall be understood by the parties that classroom training can be assigned to any MV employee or outside vendor, and that classroom trainer duties are not generally a Dispatcher function. Classroom trainer duties will be assigned to dispatcher employees at the sole discretion of the Company.

Section 3 – PERFECT ATTENDANCE;

Any employee having perfect attendance during a particular year shall receive a bonus of \$150.00 on the 1<sup>st</sup> pay period of the following year.

## **APPENDIX "B" - EMPLOYEE BENEFITS**

The following benefits shall be applicable to Full-time Employees.

Full-time employee is defined as being regularly scheduled to work (32) hours per week.

### **I. BEREAVEMENT LEAVE**

#### **Section 1 Bereavement Pay Eligibility:**

A non-probationary employee assigned to a classification covered by this agreement shall upon request, be granted up to three (3) days with pay for the Bereavement due to the death of an immediate family member. If the death of an immediate family member occurs out of State the non-probationary employee will be entitled to five (5) days with pay. The company shall have the right to require proof of death of the relative.

The company defines "immediate family" as the employee's spouse or registered domestic partner if pre-designated, including a partner of the same sex, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse, grandparents or grandchildren and step-parents.

#### **Section 2 Bereavement Pay Calculation:**

Bereavement pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay and shall be paid for the number of hours comprising the employee's current run standard.

### **II. HEALTH INSURANCE**

#### **Section 1 - Designation of Plans:**

The Company will offer group Health, Dental and Vision benefits to all qualified employees covered by this agreement. The level of benefits shall be maintained throughout the life of the contract. It is agreed to by the parties that the union may shop for better or more economical health insurance options during the term on this agreement. Implementation of any new plan will only occur by mutual agreement of the parties.

#### **Section 2 - Qualified Employee Defined:**

A qualified employee shall:



- A. Employees shall become qualified to participate in the plan as defined in this Article on the first (1<sup>st</sup>) day of the month following sixty (60) days of employment with the Company.
- B. For purposes of this section a “Qualified Employee” is defined as an employee who is performing work covered by the terms of this Agreement and who is working an average of thirty (30) hours a week as calculated under the terms of the PPACA.
- C. The parties agree that initial eligibility under the Trust for each Qualified Employee shall be provided in accordance with the provisions of the ACA.

Section 3 - **CONTRIBUTIONS**

The company shall make a contribution each month toward the Medical insurance coverage for each qualified employee enrolled in the plan in accordance with the table below. The Company may contribute more than the amounts in the table below in order to remain in compliance with the affordability provisions of the PPACA. The employee shall pay the balance of the premium through payroll deduction.

CURRENT	<u>2019</u>	<u>2020</u>
\$425.00	\$500.00	\$550.00

Beginning January 1, 2021, there shall be a 80/20 ER/EE split for all medical insurance plans offered by the Company for all categories (i.e. EE only, EE+1, Family).

Section 4 - **EMPLOYEE ELECTIONS**

All employee elections under this Article shall be made in accordance with the plan provisions in effect at the time of election.

### **III. PAID HOLIDAYS**

#### **Section I HOLIDAYS DESIGNATED:**

Subject to the provisions of Sections 2 and 3 of this Article, a Full-Time employee assigned to the classifications covered by this Agreement shall receive pay for the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Martin Luther King Jr. Day  
Employee Birthday (beginning January 2020)

#### **Section 2 PAYMENT OF HOLIDAY PAY:**

Holiday pay as provided in this Article shall be calculated at the employee's base, straight-time rate of pay and shall be based upon the average, number of straight-time hours per day that the employee has worked during the thirty (30) day period immediately preceding payment.

#### **Section 3 WORK REQUIRMENTS FOR ELIGIBILITY:**

In order to be eligible to receive holiday pay as provided in this Article, an employee must work throughout the last scheduled work day prior to the holiday and the first scheduled work day following the holiday.

#### **Section 4 PAY FOR TIME WORKED ON A HOLIDAY:**

An employee who works on a day recognized as a holiday in this Article shall receive holiday pay plus his straight-time, hourly rate for all hours worked on the holiday. An employee who is scheduled to work on a paid holiday as defined in Section I of this Article but who does not report to work shall not receive holiday pay.

#### **Section 5 ALTERNATIVE HOLIDAY WORK SCHEDULE:**

The Company may elect to amend the work schedule during a week in which a paid holiday falls or during a week in which service is amended because of an unpaid holiday in order to satisfy the service requirements of its customers.

#### **IV. VACATION / PTO**

##### **Section 1 Schedule of Vacation Benefits:**

A full time, non-probationary employee covered by this Agreement shall begin accruing, and be able to take vacation according to the following accrual schedule:

- a. Completion of probation to 12 full months of service = 2.0 Hours per pay period (40 Hours/Year)
- b. 13 through 60 full months of service = 3.08 Hours per pay period (80 Hours/Year)
- c. 61 through 120 full months of service = 4.62 Hours per pay period (120 Hours/Year)
- d. After 120 full months of service and thereafter = 5.38 Hours per pay period (140 Hours/Year)

Upon approval, employees shall be eligible to schedule, and take vacation after completion of their probationary period

Vacation Cash-Out: Employees shall have the option of cashing out accrued vacation during the first week in June OR during the first week in November of each year up to forty (40) hours of accrued PTO without taking the time off once reaching 40 hours accrued. Vacation cash outs must be requested in writing by December 31st of the previous calendar year from the requested vacation cash out window. Failure to request vacation cash out in writing before the December 31st date shall result in denial of the cash out request. This cash-out election, once made, is irrevocable and cannot be withdrawn.

#### **VI. TEAMSTER PENSION**

Benefit time paid for but not worked, such as holidays and vacations shall be considered as time worked for the purpose of this Section.

Beginning December 1, 2011, and for each year of the agreement thereafter, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund the sum of ten cents (10¢) for each hour for which compensation is paid to all employees. Said amounts to be computed monthly for each employee covered by the terms of this Agreement.

#### **VII. JURY DUTY**

- a) Any employee receiving notification to report for jury duty shall immediately notify the Company. Any employee who is required to report to jury duty, who submits proof of a summons to appear for jury duty and submits proof of attendance, shall receive jury duty pay for any time missed from the employee's regular work shift. Jury duty pay shall be determined by subtracting the total number of payroll hours the employee receives (inclusive of paid vacation, sick leave and holiday) without jury duty pay during the pay period in which jury duty occurs from the total number of hours the employee would have received had the employee worked their normal bid shift during the same payroll period in which jury duty occurs. In no event shall total jury duty pay for any employee exceed 40 hours per year. Notwithstanding any other provision of this Article, an employee shall not be entitled to jury duty pay if any one of the following occurs: a) The employee fails to complete any and all scheduled work during the pay period in which jury duty occurs, including any portion of any shift, other than by reason of vacation, holiday or paid sick leave;

### **VIII. LIFE INSURANCE**

The Company will provide a life insurance policy in the amount of ten thousand (10,000) dollars for all employees. The employee must have a signed beneficiary form on file.

### **IX. UNIFORMS**

MV Transportation will provide uniforms for all drivers. Each Driver shall receive at least three (3) pairs of pants and six (6) shirts.

Whenever any part of the uniform shows extensive wear, tear or stains, the employee shall ask for that part of the uniform to be replaced immediately.

The uniform (or any part of the uniform) is to be worn only while on duty or when traveling to or from the workplace.

### **X. SICK LEAVE**

Beginning June 15, 2018, all employees shall receive three (3) days (twenty-four hours) per year for use after ninety (90) days of employment with the Company. Beginning January 1, 2019, the sick leave bank will be restored on the employee's anniversary date and then distributed on the employee's anniversary date thereafter. Sick Days shall be (8) hours pay at the straight time wage rate for the employee. Sick Days shall not count as hours worked for any purpose listed in this Agreement – including, but not limited to, overtime or paid time off accrual. These three days of sick leave shall be considered excused absences. Sick leave shall not be carried over from year to year and shall not be available for cash out.

Section 2 **Holiday During Vacation:**

Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's discretion shall be exercised prior to the commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

## APPENDIX "C"

### Visalia Transit/Tulare County Transit

All parties agree that both Division 70 and Division 115 will be under the same Collective Bargaining Agreement, but will have separate seniority lists for job bidding and vacations.

Assignment of New Hires: It is also agreed that all applicants will be interviewed and given the option of hiring on with Visalia Transit or Tulare County Area Transit as follows:

- a) The applicant will be made aware of the available openings.
- b) The hiring process will be based on open positions and/or the need for additional or seasonal employees.

The applicant will need to choose a Division to determine if he/she is a Visalia Transit Driver or a Tulare County Area Transit Driver. Once he/she selects one of the two divisions they will be considered part of that permanent seniority list.

Assignment of Extra Board Drivers: Extra Board drivers shall be assigned pieces of work in order of seniority up to 28 hours in a week. If a driver will reach 28 hours or more, that employee will be skipped for extra board assignment. If two operators have identical hours the longer piece of work will be given to the more senior person.

Extra Work Assignment: Both Divisions shall keep an extra work signup sheet for their respective drivers. And all extra work not covered by the extra board shall be assigned to those operators in seniority who have signed up on the signup sheet. Once the sign up sheet has been exhausted, work will be offered to other employees on a seniority basis. In all cases, extra work will be always first offered to employees who have not already worked a shift on that day.

Established Wage Rates: All drivers will make their established wage of straight time or overtime when working for Visalia Transit or for Tulare County Area Transit.

## APPENDIX "D" – ATTENDANCE

To maintain a productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. All MV employees are required to report to work on time every day they are scheduled to work. The following policy applies to all non-probationary employees and is based on a rolling twelve (12) month time period.

### *Excused Absence*

Excused absences are approved requests for family medical leave (FMLA), kin care (if required by state law), personal leave, jury and/or witness duty, military, bereavement, pre-arranged vacation days or any other leave protected by law. Attendance points are not issued for excused absences.

Pre-arranged vacation days will be excused if:

- 1-A MV "Request for Time Off" form is completed and approved by the Operations Manager, General Manager or Regional Vice President.
- 2-These steps are completed per the division's advance notice policy.

### *Unexcused Absence*

Absenteeism is measured in points. Employees are required to call in for each day of work missed. All employees who will be absent or tardy are required to notify their supervisor or dispatch at least one (1) hour prior to the start of their shift. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

- An unexcused absence, where the employee calls in at least one (1) hour prior to the start of his/her shift, is counted as one (1) point.
- Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.
- Calling in less than one (1) hour in advance of your start time to report an absence or tardy is counted as one and one-half (1 ½) points.
- Failure to call more than one (1) hour but less than four (4) hours after the start of a scheduled shift for a scheduled shift is counted as three (3) points.
- An employee who fails to report for work and fails to notify the Company of his status within the first four (4) hours of the employee's scheduled shift or by the end of their

shift, whichever is sooner, is considered a no call/no show and is counted as four (4) points.

- A failure to complete the entire shift is counted as one (1) point.
- Missing a required meeting is counted as one (1) point.

### ***Tardiness***

- Arriving to work up to 15 minutes after your scheduled reporting time either for shift start or returning from rest or meal breaks is one-half (1/2) point.
- Reporting to work more than 15 minutes after a scheduled reporting time either for shift start or returning from rest or meal breaks will be counted as one (1) point.
- If an employee is tardy for their shift, the shift may be re-assigned and the employee sent home.

### ***Disciplinary Guidelines for Attendance***

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) points within a rolling 12-month period, he/she will be terminated. Any employee receiving a written warning or termination shall be notified of the discipline within five (5) business days from the date of returning to work.

Violations of more than one component of the attendance policy, will receive a single point assessment of the highest value.

The Company will give courtesy notice of attendance points on a bi-weekly basis via inclusion in payroll stub envelopes (i.e. TCAT) or mailbox. It is the responsibility of the employee to be aware of their attendance record and bring up any discrepancy via the grievance and arbitration process.

### ***Company Meeting Attendance***

We require that all employees attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

### ***Clean Slate***

If an employee goes "point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior points will not be considered as a basis for disciplinary action.

### ***Job Abandonment***

Unless otherwise prohibited by applicable law, an employee who does not report for three consecutive days' scheduled shifts and does not contact the Company during this time period



will be considered to have voluntarily resigned his or her position.

**SUMMER/WINTER SEASON SEQUOIA  
SHUTTLE AGREEMENT  
and  
COLLECTIVE BARGAINING AGREEMENT  
ADDENDUM**

**To the Visalia, Division 70/115 Driver Collective Bargaining  
Agreement Between MV Transportation, Inc. and  
Teamsters Union Local 517**

**CBA effective dates: January 6, 2018 through June 30, 2023**

**Affect of Addendum, Terms and Conditions:** The terms and conditions set forth in this Addendum shall modify the terms and conditions of the existing collective bargaining agreement (CBA) as they apply to the employees working out of the Company's Division 70/115, Visalia location.

Effective upon execution by the parties, the terms of this contract addendum shall supersede all relevant and applicable articles of the current CBA which deal with the terms and conditions of employment, as stated herein, except as modified by this addendum, the other terms of the CBA shall be applicable. This addendum shall also attach itself, and become part of the existing collective bargaining agreement. The term of this contract addendum shall begin with the 2018 SEKI Shuttle season, and terminate on June 30, 2023 Shuttle season.

**SECTION 1 – WAGES**

Drivers assigned to the operation will continue to receive regular wage increases as currently listed within "appendix A" in this Agreement.

## SECTION 2 – DRIVER SELECTION CRITERIA

Visalia Transit and Tulare County Transit drivers shall be allowed to perform Sequoia Shuttle Service work according to the following qualification criteria:

- Have a minimum of one year driving experience with MV, or at least two (2) years in commercial driving.
- Standard for preventable accidents:
  - a. Beginning with the 2018 SEKI Shuttle season, all employees shall have demonstrated prudence and maintained safe driving practices with no preventable accidents during the past twelve (12) months of their employment in order to be selected for SEKI Shuttle work.
- Shows strong and effective communications skills and ability to get along with their co-workers.
- Must be in well enough physical condition to handle the lower temperatures and physical work associated with winter living and driving.
  - a. Physical Work may include: shoveling snow, installing tire chains, covering /uncovering vehicles and as needed
  - b. Must be able to pass winter safety driving program (provided by MV) and show command of the skills and knowledge to handle winter driving conditions
  - c. Be willing to relocate to the Giant Forest area during service as well as complete the service term. If winter service term is not completed, driver will become ineligible for summer service.
- Can be flexible to service demands changes.
- Operates well with minimal supervision.
- Seniority – If applicable, work opportunity will be offered from a single seniority list combining Divisions 70 & 115.

- Positions unfilled by the application process shall be selected from seasonal employee hires.
- Seasonal driver applicants must have maintained an appropriate CDL license for the last twenty-four (24) months without a preventable accident. These applicants shall also be subject to all pre-employment screening criteria in place at the time of hire. It is understood that outside applicants are seasonal employees and time engaged in SEKI operations will not be considered for seniority within the bargaining unit should the employee desire to continue on as a Div 70 or Div 115 employee. At least two references must be verified to insure that attendance and customer service requirements have not been violated during the past 12 months.
- Positions either unfilled by the application process and seasonal drivers or becoming vacant shall be offered in the following order subject to client approval: (1) remaining applicants then (2) any existing division employees not meeting the criteria. Nothing in this Section shall prohibit the Company from assigning drivers who have completed a minimum of eight (8) hours of behind the wheel training for SEKI. These assignments will typically be made in the event of an immediate or urgent demand for service, or in the absence of normally assigned drivers. However, the Company reserves the right to assign drivers to meet operational demands as determined by the Company.

### **SECTION 3 - TERMINATION**

Drivers who are terminated for just cause from operating the SEQUOIA shuttle for disciplinary reasons will be considered as terminated from MV per terms of this Agreement, and such termination shall be subject to the terms of the grievance procedure contained herein.

In the event that a qualified Sequoia Shuttle driver fails to maintain the above criteria, but is allowed to continue employment with MV, the employee will return to VT or T-Cat service and be placed on the extra board with days off and start times similar to the SEQUOIA schedule. However, assigned hours will be paid as the daily assignment permits, until the next general bid.

### **SECTION 4 - SENIORITY**

Work originating at the Mountain: Only employees, who chose to reside on the Mountain, or choose to commute at their own expense, will be eligible for this work assignment. Once confirmed as qualified, applicants will be considered for assignment on a seniority basis. If an insufficient number of Division 70/115 employees volunteer for this assignment, the Company will assign this work to seasonal drivers.

Work originating at the Visalia Office: Once confirmed as qualified, applicants will be considered for this work assignment on a seniority basis.

### **SECTION 5 – SEQUOIA SHUTTLE COMMITMENT**

Upon acceptance, Drivers selected to work the SEQUOIA shuttle must complete the service for the remainder of the season, unless the driver selects another work opportunity through the bid process contained herein. Seasonal drivers who do not complete their assignment shall have their employment terminated and not be eligible for rehire. The parties agree that violation of this section shall constitute just cause for termination.

### **SECTION 6 – EXTRA BOARD ASSIGNMENT**

Extra board drivers may be assigned open work for the SEQUOIA Shuttle provided they have not been rejected as a SEQUOIA driver. If so, the work will be offered to the next person in seniority order. If the client (VT) requests that External Shuttle routes depart subject to rider-ship, the External Shuttle will be covered under a separate SEKI extra-board. In the event that an assignment does not have sufficient ridership to meet client requirements, the run may be cancelled and the driver will be re-scheduled accordingly. If no assignments are available the driver will be guaranteed at least four hours pay.

### **SECTION 7 – BIDDING**

Successful bidders for SEKI Shuttle work, originating at the Mountain or Visalia dispatch offices shall not be eligible to participate in a general bid until the conclusion of their SEKI Shuttle assignment. However, bidding for open pieces of work shall be conducted in accordance with the CBA. All vacancies at Division 70

and 115 will be posted at both locations Visalia dispatch office and Mountain dispatch office and SEKI drivers shall be eligible to participate in these bidding processes. In the event a route ends early for the day, the driver will be offered work to finish his/her route time, if work is available

There shall be no modifications of bids that become open after the original bidding. If there are modifications to original bid then it needs to be re-bid. There shall be no bumping. If a bid ends early, that employee will be placed on the extra board at VT/T-CAT until the next master bid. Any bid that is discontinued by the company or client, that employee will be place on the extra board at VT/T-CAT.

Paddles shall be made available at the same time as the bid posting.

All efforts will be made to make the fixed route General Bid coincides with the termination of the Sequoia Shuttle season. At that time, Sequoia drivers shall be allowed to participate in the general bid as listed in Article 13 of the CBA.

Prior to each season, the Union and Company will establish the parameters for internal SEQUOIA bids subject to third party restrictions.

## **SECTION 8 – OVERTIME/EXTRA WORK**

### OVERTIME

Mountain based, and Visalia based Sequoia shuttle overtime shall be assigned separately. And work in these two groups will first be offered to approved/qualified SEKI drivers who normally perform the work in one of these two groups in order of seniority. Once the list of SEKI drivers for a particular group has been exhausted, remaining overtime will be offered to qualified members of the general driver base.

#### Definition:

1. Approved/Qualified Drivers = Part of the original pool of drivers who are qualified, and have been approved to perform SEKI Shuttle work.
2. General Base Drivers = Drivers that are qualified to perform SEKI Shuttle work, but were not part of the original pool of drivers who the Company approved to perform the work.

## EXTRA WORK

The Company shall post an “Extra Work” list for the assignment of all extra work on the mountain. Employees may sign up for extra work on a weekly basis. Extra work shall be assigned by seniority amongst the employees who are qualified to perform the work, and who have signed up on the “extra work” list for that week.

## **SECTION 9 – REPORT LOCATION**

All work assignments, pay hours will start at the mountain dispatch office or Visalia dispatch office. All drivers or runs scheduled to depart from the Visalia office will require that the driver clock in and out at the Visalia dispatch office. Once on the mountain, this service will blend into the park shuttle service.

All drivers or runs scheduled to depart from the mountain office will require that the driver clock in and out at the Mountain dispatch office. This will include the Waksachi and Giant Forest runs. In the event that the VT or T-Cat employee desires to select these work pieces, the employee must report to the dispatch office.

## **SECTION 10 – LODGING/PER-DIEM**

The following shall apply only to those employees who elect to live on the mountain:

1. Lodging will be provided at no cost.
2. Employees shall be paid per-diem at the prevailing company rate, or \$35.00 per day, whichever is higher.
3. Employees shall not receive per diem for any day on which they did not spend the previous night on the mountain.
4. There shall be one trailer per campsite. Trailers shall be in good working order, working plumbing, hot water, stove, refrigerator, heater, AC, mattress and cleaning supplies. Drivers will be able to pick by seniority their trailer and a spot for their trailer before anyone. If a trailer is deemed unlivable with major repair issues and cannot be repaired within 72 hours the company will attempt to find alternative housing option with the National Park Service or the City of Visalia. If there is an alternative housing available the operator will be required to travel until original or alternative housing is available and will continue to receive per-diem while traveling until housing becomes available.

5. Pest control once a month by a professional. As requested within reason.
6. At the end of the season there shall be adequate time to move out (24 hours).

### **SECTION 11 – SENIORITY DATE**

Outside employees, although seasonal, will make arrangements with the Teamsters Local 517 for representation. If at the end of the season, an employee wishes to continue with either Div 70 or Div 115, the time served on the mountain will not be considered as time in Seniority unless both the company and union agrees to an adjusted seniority date. Membership arrangements pursuant to Article II of the current CBA shall apply to all SEKI drivers.

### **SECTION 12 – WORK ASSIGNMENTS**

Drivers will only be used to dispatch in emergency situations and no longer than 10 business days.

### **SECTION 13 – MISCELLANEOUS**

1. There shall be a posting with the definitions of the check stub.
2. There shall be a Mechanic on the mountain every day. (Company intent, with the exception of emergencies).
3. The Employer shall provide a canopy, refrigerator, fan and water cooler at the mountain dispatch office.

### **APPENDIX “A”**

#### **CLASSIFICATIONS AND WAGES Full-time and Part-time Drivers.**

	<b>Current</b>	<b>12/1/2017</b>	<b>9/15/2018</b>	<b>9/15/2019</b>	<b>9/15/2020</b>	<b>9/15/2021</b>	<b>9/15/2022</b>
Start	<b>\$13.00</b>	<b>\$13.48</b>	<b>\$17.75</b>	<b>\$17.75</b>	<b>\$18.75</b>	<b>\$19.75</b>	<b>\$20.75</b>
After 1 Year	<b>\$14.46</b>	<b>\$14.99</b>	<b>\$18.25</b>	<b>\$18.25</b>	<b>\$19.25</b>	<b>\$20.25</b>	<b>\$21.25</b>



After 2 Years	\$14.84	\$15.39	\$19.00	\$19.00	\$20.00	\$21.00	\$22.00
After 3 Years	\$14.96	\$15.63	\$19.25	\$20.25	\$21.25	\$22.25	\$23.25
After 4 Years	\$16.03	\$16.60	\$20.25	\$21.25	\$22.25	\$23.25	\$24.25
After 5 Years	\$16.88	\$17.49	\$21.00	\$22.00	\$23.00	\$24.00	\$25.00
After 6 Years	\$17.13	\$17.75	\$21.75	\$22.25	\$23.00	\$24.25	\$25.25
After 7 Years	\$19.02	\$19.70					

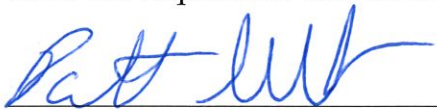
Equal members of the Company and Union will meet to discuss and possibly mutually agree to vacation bidding process and selection through a vacation committee to meet at a reasonable time prior to the bid.

### SECTION 15 – REOPENER

If during the life of this agreement, the Client makes demands for changes in the scope, type, or funding for the SEKI Shuttle contract, the parties agree to meet and bargain over the effects of those changes. Only the Sections of this contract addendum that are affected by the Clients demands shall be open for discussion, unless mutually agreed to by the parties.

### SECTION 16 – SUCCESSOR AGREEMENT

It is the intent of the parties that the Company shall consider SEKI Shuttle work to involve bargaining unit drivers from Division 70, and 115 each year/season that MV Transportation gets that work. And the Company agrees to continue to bargain with the union for future SEKI Shuttle revenue contracts that may begin after the expiration of this contract addendum



For the Company  
Patrick Domholdt  
Director of Labor Relations

2/20/2018  
Date



For the Union  
Greg Landers  
Secretary Treasurer

2/20/18  
Date

## MEMORANDUM OF AGREEMENT & EXTENSION AGREEMENT

This Agreement is entered into by, and between, Amalgamated Transit Union Local No. 1027 ("Union") and MV Transportation, Inc. ("Company").

WHEREAS, the Union and Company are parties to a collective bargaining agreement ("CBA") that expires on June 30, 2019 at the Company's Hanford Division;

WHEREAS, the parties have previously negotiated rates;

WHEREAS, the Company desires to increase the Driver Wage Scale in order to attract and retain employees;

WHEREAS, the Company desires to extend the terms and conditions of the current collective bargaining agreement ("CBA") to June 30, 2023;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Article 16 – Wages in the current CBA is as follows:

### ARTICLE 16- WAGES

#### Section 16.1 - Wage Rates

##### Drivers

Effective the date of ratification, the training rate will be minimum wage. The starting rate will increase to \$11.00. All employees below \$11.00 will increase to \$11.00. Drivers above four years of service will receive a 3.5% wage increase to their current wage rate.

Effective July 1, 2017, all drivers will receive a 3.0% increase to their current wage rate. The starting rate will remain at \$11.00.

Effective July 1, 2018, all drivers correspond to one of the wage rates set forth below based on years of service.

To the extent the minimum wage is higher than any of the wage rates, the minimum wage will replace that corresponding wage rate.

<b>DRIVER WAGES</b>	
	<b>7/1/2018</b>
Training	<b>\$11.00</b>
Starting	<b>\$11.50</b>
After 1 Year	<b>\$12.50</b>

After 2 Years	<b>\$13.00</b>
After 3 Years	<b>\$13.50</b>
After 4 Years	<b>\$14.00</b>
After 5 Years	<b>\$14.50</b>
After 6 Years	<b>\$15.00</b>
After 7 Years	<b>\$15.50</b>
8+	<b>\$16.50</b>

**Dispatchers**

Effective the date of ratification, dispatchers with over four (4) years of service receive a 3.50% wage increase. Any dispatcher below \$11.00 will increase to \$11.00.

Effective July 1, 2017, dispatchers will receive a 3.00% wage increase. The starting rate will remain at \$11.00.

Effective July 1, 2018, the dispatchers shall correspond to the wage rates set below based on years of service. Any employees above the existing wage rate scale will receive a 5% wage increase.

**DISPATCHER WAGES**

	<b>7/1/2018</b>
Training	<b>\$12.00</b>
Starting	<b>\$12.50</b>
After 1 Year	<b>\$13.50</b>
After 2 Years	<b>\$14.00</b>
After 3 Years	<b>\$14.50</b>
After 4 Years	<b>\$15.00</b>
After 5 Years	<b>\$15.50</b>
After 6 Years	<b>\$16.00</b>
After 7 Years	<b>\$16.50</b>
8+	<b>\$17.50</b>

- Effective June 15, 2018, Article 16 will be replaced with the following:

**ARTICLE 16- WAGES**

**Section 16.1 - Wage Rates**

**Drivers**

~~Effective the date of ratification, the training rate will be minimum wage. The starting rate will increase to \$11.00. All employees below \$11.00 will increase to \$11.00. Drivers above four years of service will receive a 3.5% wage increase to their current wage rate.~~

~~Effective July 1, 2017, all drivers will receive a 3.0% increase to their current wage rate. The starting rate will remain at \$11.00.~~

Effective ~~June 15~~ July 1, 2018, all drivers correspond to one of the wage rates set forth below based on years of service.

To the extent the minimum wage is higher than any of the wage rates, the minimum wage will replace that corresponding wage rate.

**DRIVER  
WAGES**

	6/15/2018	6/15/2019	6/15/2020	6/15/2021	6/15/2022
Training	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage
Start	\$16.00	\$16.00	\$17.00	\$18.00	\$19.00
After 1 Year	\$16.50	\$16.50	\$17.50	\$18.50	\$19.50
After 2 Years	\$17.25	\$17.25	\$18.25	\$19.25	\$20.25
After 3 Years	\$17.50	\$18.50	\$19.50	\$20.50	\$21.50
After 4 Years	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50
After 5 Years	\$19.25	\$20.25	\$21.25	\$22.25	\$23.25
After 6 Years	\$20.00	\$20.50	\$21.50	\$22.50	\$23.50

**Dispatchers**

~~Effective the date of ratification, dispatchers with over four (4) years of service receive a 3.50% wage increase. Any dispatcher below \$11.00 will increase to \$11.00.~~

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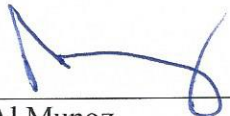
**DISPATC**  
**HER**  
**WAGES**

	6/15/2018	6/15/2019	6/15/2020	6/15/2021	6/15/2022
0-6 Months	\$17.00	\$17.00	\$18.00	\$19.00	\$20.00
After 6 Months	\$17.00	\$17.00	\$18.00	\$19.00	\$20.00
After 1 Year	\$17.50	\$17.50	\$18.50	\$19.50	\$20.50
After 2 Years	\$18.25	\$18.25	\$19.25	\$20.25	\$21.25
After 3 Years	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50
After 4 Years	\$19.50	\$20.50	\$21.50	\$22.50	\$23.50
After 5 Years	\$20.25	\$21.25	\$22.25	\$23.25	\$24.25
After 6 Years	\$21.00	\$21.50	\$22.50	\$23.50	\$24.50

3. The parties also agree to modify Section 23.1 to extend the term of the CBA through midnight June 30, 2023 instead of June 30, 2019.
4. Additionally, Section 18.2 shall include the vacation accrual, "10 Year anniversary: 4.62 Hours/Pay Period" which is the current practice that was inadvertently omitted from the current CBA.
5. Except for the above changes, the current agreement including all other terms and conditions of employment remain in full force and effect through the new term of the CBA.

All parties have read and understood this Agreement and acknowledge their understanding and acceptance by signing below.

  
 \_\_\_\_\_  
 Patrick Domholdt                      1/4/2018  
 MV Transportation, Inc.              Date

 1-5-18  
 \_\_\_\_\_  
 Al Munoz                                      Date  
 ATU Local 1027

## MEMORANDUM OF AGREEMENT & EXTENSION AGREEMENT

This Agreement is entered into by, and between, Amalgamated Transit Union Local No. 1027 (“Union”) and MV Transportation, Inc. (“Company”).

WHEREAS, the Union and Company are parties to a collective bargaining agreement (“CBA”) that expires on June 30, 2019 at the Company’s Tulare Division;

WHEREAS, the parties have previously negotiated rates;

WHEREAS, the Company desires to increase the Driver Wage Scale in order to attract and retain employees;

WHEREAS, the Company desires to extend the terms and conditions of the current collective bargaining agreement (“CBA”) to June 30, 2023;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Article 16 – Wages in the current CBA is as follows:

### ARTICLE 16- WAGES

#### Section 16.1 - Wage Rates

All annual wage increases shall be effective in accordance with the wage tables dates below. Seniority increases shall occur on the employee's anniversary date each year as applicable. All wage rate increases will be retroactive to 11/1/2016 for all hours worked for all employees employed as of the date of ratification.

#### DRIVER WAGES

	<b>CURRENT</b>	<b>11/1/2016</b>	<b>11/1/2017</b>	<b>7/1/2018</b>
Training	<b>\$10.00</b>	<b>\$10.50</b>	<b>\$11.00</b>	<b>\$12.00</b>
0-6 Months	<b>\$10.78</b>	<b>\$11.16</b>	<b>\$11.44</b>	<b>\$13.55</b>
After 6 Months	<b>\$11.05</b>	<b>\$11.16</b>	<b>\$11.44</b>	<b>\$13.55</b>
After 1 Year	<b>\$11.31</b>	<b>\$11.42</b>	<b>\$11.66</b>	<b>\$13.76</b>
After 2 Years	<b>\$11.87</b>	<b>\$11.99</b>	<b>\$12.14</b>	<b>\$14.37</b>
After 3 Years	<b>\$12.40</b>	<b>\$12.52</b>	<b>\$12.68</b>	<b>\$14.90</b>
After 4 Years	<b>\$12.96</b>	<b>\$13.09</b>	<b>\$13.25</b>	<b>\$15.46</b>
After 5 Years	<b>\$13.29</b>	<b>\$13.42</b>	<b>\$13.59</b>	<b>\$15.79</b>
After 6 Years	<b>\$16.45</b>	<b>\$16.93</b>	<b>\$16.98</b>	<b>\$18.62</b>

#### DISPATCHER WAGES

	<b>CURRENT</b>	<b>11/1/2016</b>	<b>11/1/2017</b>	<b>7/1/2018</b>
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0-6 Months	\$12.16	\$12.28	\$12.40	\$13.00
After 6 Months	\$13.21	\$13.34	\$13.48	\$13.50
After 1 Year	\$13.58	\$13.72	\$13.85	\$14.00
After 2 Years	\$13.99	\$14.13	\$14.27	\$14.50
After 3 Years	\$14.43	\$14.57	\$14.72	\$15.00
After 4 Years	\$14.88	\$15.03	\$15.18	\$15.50
After 5 Years	\$15.36	\$15.51	\$15.67	\$16.00
After 6 Years	\$16.02	\$16.18	\$16.34	\$17.50

**FUELER / SERVICE WORKER WAGES**

	CURRENT	11/1/2016	11/1/2017	7/1/2018
0-6 Months	\$10.14	\$10.50	\$11.00	\$12.00
After 6 Months	\$10.62	\$10.73	\$11.25	\$12.50
After 1 Year	\$10.95	\$11.06	\$11.50	\$12.75
After 2 Years	\$11.28	\$11.39	\$11.75	\$13.00
After 3 Years	\$11.83	\$11.95	\$12.00	\$13.00

2. Effective June 15, 2018, Article 16 will be replaced with the following:

**ARTICLE 16- WAGES**

**Section 16.1 - Wage Rates**

All annual wage increases shall be effective in accordance with the wage tables dates below. Seniority increases shall occur on the employee's anniversary date each year as applicable. ~~All wage rate increases will be retroactive to 11/1/2016 for all hours worked for all employees employed as of the date of ratification.~~

**DRIVER WAGES**

	11/1/2017	6/15/2018	6/15/2019	6/15/2020	6/15/2021	6/15/2022
Training	\$11.00	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage
Start	\$11.44	\$16.00	\$16.00	\$17.00	\$18.00	\$19.00
After 1 Year	\$11.66	\$16.50	\$16.50	\$17.50	\$18.50	\$19.50
After 2 Years	\$12.14	\$17.25	\$17.25	\$18.25	\$19.25	\$20.25
After 3 Years	\$12.68	\$17.50	\$18.50	\$19.50	\$20.50	\$21.50
After 4 Years	\$13.25	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50
After 5 Years	\$13.59	\$19.25	\$20.25	\$21.25	\$22.25	\$23.25

After 6 Years	\$16.98	\$20.00	\$20.50	\$21.50	\$22.50	\$23.50
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**DISPATCHER WAGES**

	11/1/2017	6/15/2018	6/15/2019	6/15/2020	6/15/2021	6/15/2022
0-6 Months	\$12.40	\$17.00	\$17.00	\$18.00	\$19.00	\$20.00
After 6 Months	\$13.48	\$17.00	\$17.00	\$18.00	\$19.00	\$20.00
After 1 Year	\$13.85	\$17.50	\$17.50	\$18.50	\$19.50	\$20.50
After 2 Years	\$14.27	\$18.25	\$18.25	\$19.25	\$20.25	\$21.25
After 3 Years	\$14.72	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50
After 4 Years	\$15.18	\$19.50	\$20.50	\$21.50	\$22.50	\$23.50
After 5 Years	\$15.67	\$20.25	\$21.25	\$22.25	\$23.25	\$24.25
After 6 Years	\$16.34	\$21.00	\$21.50	\$22.50	\$23.50	\$24.50


**FUELER / SERVICE WORKER WAGES**


	11/1/2017	6/15/2018	6/15/2019	6/15/2020	6/15/2021	6/15/2022
0-6 Months	\$11.00	\$14.03	\$14.58	\$15.31	\$16.08	\$16.88
After 6 Months	\$11.25	\$	\$	\$	\$	\$
After 1 Year	\$11.50	\$	\$	\$	\$	\$
After 2 Years	\$11.75	\$	\$	\$	\$	\$
After 3 Years	\$12.00	\$	\$	\$	\$	\$

Effective June 15, 2018, all Fueler/Service Workers will go to one rate.

- The parties also agree to modify Section 23.1 to extend the term of the CBA through midnight June 30, 2023 instead of June 30, 2019.
- Except for the above changes, the current agreement including all other terms and conditions of employment remain in full force and effect through the new term of the CBA.

All parties have read and understood this Agreement and acknowledge their understanding and acceptance by signing below.

  
 Patrick Domholdt  
 MV Transportation, Inc.  
 1/4/2018  
 Date

  
 Al Munoz  
 ATU Local 1027  
 1-5-18  
 Date



## MEMORANDUM OF AGREEMENT & EXTENSION AGREEMENT

This Agreement is entered into by, and between, Amalgamated Transit Union Local No. 1027 ("Union") and MV Transportation, Inc. ("Company").

WHEREAS, the Union and Company are parties to a collective bargaining agreement ("CBA") that expires on June 30, 2019 at the Company's **Hanford Division**;

WHEREAS, the parties have previously negotiated rates;

WHEREAS, the Company desires to increase the Driver Wage Scale in order to attract and retain employees;

WHEREAS, the Company desires to extend the terms and conditions of the current collective bargaining agreement ("CBA") to June 30, 2023;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Article 16 – Wages in the current CBA is as follows:

### ARTICLE 16- WAGES

#### Section 16.1 - Wage Rates

##### Drivers

Effective the date of ratification, the training rate will be minimum wage. The starting rate will increase to \$11.00. All employees below \$11.00 will increase to \$11.00. Drivers above four years of service will receive a 3.5% wage increase to their current wage rate.

Effective July 1, 2017, all drivers will receive a 3.0% increase to their current wage rate. The starting rate will remain at \$11.00.

Effective July 1, 2018, all drivers correspond to one of the wage rates set forth below based on years of service.

To the extent the minimum wage is higher than any of the wage rates, the minimum wage will replace that corresponding wage rate.

<b>DRIVER WAGES</b>	
	<b>7/1/2018</b>
Training	<b>\$11.00</b>
Starting	<b>\$11.50</b>
After 1 Year	<b>\$12.50</b>

After 2 Years	<b>\$13.00</b>
After 3 Years	<b>\$13.50</b>
After 4 Years	<b>\$14.00</b>
After 5 Years	<b>\$14.50</b>
After 6 Years	<b>\$15.00</b>
After 7 Years	<b>\$15.50</b>
8+	<b>\$16.50</b>

**Dispatchers**

Effective the date of ratification, dispatchers with over four (4) years of service receive a 3.50% wage increase. Any dispatcher below \$11.00 will increase to \$11.00.

Effective July 1, 2017, dispatchers will receive a 3.00% wage increase. The starting rate will remain at \$11.00.

Effective July 1, 2018, the dispatchers shall correspond to the wage rates set below based on years of service. Any employees above the existing wage rate scale will receive a 5% wage increase.

**DISPATCHER WAGES**

	<b>7/1/2018</b>
Training	<b>\$12.00</b>
Starting	<b>\$12.50</b>
After 1 Year	<b>\$13.50</b>
After 2 Years	<b>\$14.00</b>
After 3 Years	<b>\$14.50</b>
After 4 Years	<b>\$15.00</b>
After 5 Years	<b>\$15.50</b>
After 6 Years	<b>\$16.00</b>
After 7 Years	<b>\$16.50</b>
8+	<b>\$17.50</b>

- Effective June 15, 2018, Article 16 will be replaced with the following:

**ARTICLE 16- WAGES**

**Section 16.1 - Wage Rates**

**Drivers**

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To the extent the minimum wage is higher than any of the wage rates, the minimum wage will replace that corresponding wage rate.

**DRIVER  
WAGES**

	6/15/2018	6/15/2019	6/15/2020	6/15/2021	6/15/2022
Training	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage
Start	\$16.00	\$16.00	\$17.00	\$18.00	\$19.00
After 1 Year	\$16.50	\$16.50	\$17.50	\$18.50	\$19.50
After 2 Years	\$17.25	\$17.25	\$18.25	\$19.25	\$20.25
After 3 Years	\$17.50	\$18.50	\$19.50	\$20.50	\$21.50
After 4 Years	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50
After 5 Years	\$19.25	\$20.25	\$21.25	\$22.25	\$23.25
After 6 Years	\$20.00	\$20.50	\$21.50	\$22.50	\$23.50

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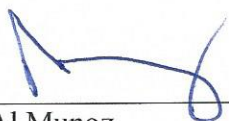
**DISPATC**  
**HER**  
**WAGES**

	6/15/2018	6/15/2019	6/15/2020	6/15/2021	6/15/2022
0-6 Months	\$17.00	\$17.00	\$18.00	\$19.00	\$20.00
After 6 Months	\$17.00	\$17.00	\$18.00	\$19.00	\$20.00
After 1 Year	\$17.50	\$17.50	\$18.50	\$19.50	\$20.50
After 2 Years	\$18.25	\$18.25	\$19.25	\$20.25	\$21.25
After 3 Years	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50
After 4 Years	\$19.50	\$20.50	\$21.50	\$22.50	\$23.50
After 5 Years	\$20.25	\$21.25	\$22.25	\$23.25	\$24.25
After 6 Years	\$21.00	\$21.50	\$22.50	\$23.50	\$24.50

3. The parties also agree to modify Section 23.1 to extend the term of the CBA through midnight June 30, 2023 instead of June 30, 2019.
4. Additionally, Section 18.2 shall include the vacation accrual, "10 Year anniversary: 4.62 Hours/Pay Period" which is the current practice that was inadvertently omitted from the current CBA.
5. Except for the above changes, the current agreement including all other terms and conditions of employment remain in full force and effect through the new term of the CBA.

All parties have read and understood this Agreement and acknowledge their understanding and acceptance by signing below.

  
 \_\_\_\_\_  
 Patrick Domholdt                      1/4/2018  
 MV Transportation, Inc.              Date

  
 \_\_\_\_\_  
 Al Munoz                                      1-5-18  
 ATU Local 1027                              Date

## MEMORANDUM OF AGREEMENT & EXTENSION AGREEMENT

This Agreement is entered into by, and between, Amalgamated Transit Union Local No. 1027 (“Union”) and MV Transportation, Inc. (“Company”).

WHEREAS, the Union and Company are parties to a collective bargaining agreement (“CBA”) that expires on June 30, 2019 at the Company’s **Tulare Division**;

WHEREAS, the parties have previously negotiated rates;

WHEREAS, the Company desires to increase the Driver Wage Scale in order to attract and retain employees;

WHEREAS, the Company desires to extend the terms and conditions of the current collective bargaining agreement (“CBA”) to June 30, 2023;

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1. Article 16 – Wages in the current CBA is as follows:

### ARTICLE 16- WAGES

#### Section 16.1 - Wage Rates

All annual wage increases shall be effective in accordance with the wage tables dates below. Seniority increases shall occur on the employee's anniversary date each year as applicable. All wage rate increases will be retroactive to 11/1/2016 for all hours worked for all employees employed as of the date of ratification.

#### DRIVER WAGES

	<b>CURRENT</b>	<b>11/1/2016</b>	<b>11/1/2017</b>	<b>7/1/2018</b>
Training	<b>\$10.00</b>	<b>\$10.50</b>	<b>\$11.00</b>	<b>\$12.00</b>
0-6 Months	<b>\$10.78</b>	<b>\$11.16</b>	<b>\$11.44</b>	<b>\$13.55</b>
After 6 Months	<b>\$11.05</b>	<b>\$11.16</b>	<b>\$11.44</b>	<b>\$13.55</b>
After 1 Year	<b>\$11.31</b>	<b>\$11.42</b>	<b>\$11.66</b>	<b>\$13.76</b>
After 2 Years	<b>\$11.87</b>	<b>\$11.99</b>	<b>\$12.14</b>	<b>\$14.37</b>
After 3 Years	<b>\$12.40</b>	<b>\$12.52</b>	<b>\$12.68</b>	<b>\$14.90</b>
After 4 Years	<b>\$12.96</b>	<b>\$13.09</b>	<b>\$13.25</b>	<b>\$15.46</b>
After 5 Years	<b>\$13.29</b>	<b>\$13.42</b>	<b>\$13.59</b>	<b>\$15.79</b>
After 6 Years	<b>\$16.45</b>	<b>\$16.93</b>	<b>\$16.98</b>	<b>\$18.62</b>

#### DISPATCHER WAGES

	<b>CURRENT</b>	<b>11/1/2016</b>	<b>11/1/2017</b>	<b>7/1/2018</b>
--	----------------	------------------	------------------	-----------------

0-6 Months	\$12.16	\$12.28	\$12.40	\$13.00
After 6 Months	\$13.21	\$13.34	\$13.48	\$13.50
After 1 Year	\$13.58	\$13.72	\$13.85	\$14.00
After 2 Years	\$13.99	\$14.13	\$14.27	\$14.50
After 3 Years	\$14.43	\$14.57	\$14.72	\$15.00
After 4 Years	\$14.88	\$15.03	\$15.18	\$15.50
After 5 Years	\$15.36	\$15.51	\$15.67	\$16.00
After 6 Years	\$16.02	\$16.18	\$16.34	\$17.50

**FUELER / SERVICE WORKER WAGES**

	CURRENT	11/1/2016	11/1/2017	7/1/2018
0-6 Months	\$10.14	\$10.50	\$11.00	\$12.00
After 6 Months	\$10.62	\$10.73	\$11.25	\$12.50
After 1 Year	\$10.95	\$11.06	\$11.50	\$12.75
After 2 Years	\$11.28	\$11.39	\$11.75	\$13.00
After 3 Years	\$11.83	\$11.95	\$12.00	\$13.00

2. Effective June 15, 2018, Article 16 will be replaced with the following:

**ARTICLE 16- WAGES**

**Section 16.1 - Wage Rates**

All annual wage increases shall be effective in accordance with the wage tables dates below. Seniority increases shall occur on the employee's anniversary date each year as applicable. ~~All wage rate increases will be retroactive to 11/1/2016 for all hours worked for all employees employed as of the date of ratification.~~

**DRIVER WAGES**

	11/1/2017	6/15/2018	6/15/2019	6/15/2020	6/15/2021	6/15/2022
Training	\$11.00	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage
Start	\$11.44	\$16.00	\$16.00	\$17.00	\$18.00	\$19.00
After 1 Year	\$11.66	\$16.50	\$16.50	\$17.50	\$18.50	\$19.50
After 2 Years	\$12.14	\$17.25	\$17.25	\$18.25	\$19.25	\$20.25
After 3 Years	\$12.68	\$17.50	\$18.50	\$19.50	\$20.50	\$21.50
After 4 Years	\$13.25	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50
After 5 Years	\$13.59	\$19.25	\$20.25	\$21.25	\$22.25	\$23.25

After 6 Years	\$16.98	\$20.00	\$20.50	\$21.50	\$22.50	\$23.50
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**DISPATCHER WAGES**

	11/1/2017	6/15/2018	6/15/2019	6/15/2020	6/15/2021	6/15/2022
0-6 Months	\$12.40	\$17.00	\$17.00	\$18.00	\$19.00	\$20.00
After 6 Months	\$13.48	\$17.00	\$17.00	\$18.00	\$19.00	\$20.00
After 1 Year	\$13.85	\$17.50	\$17.50	\$18.50	\$19.50	\$20.50
After 2 Years	\$14.27	\$18.25	\$18.25	\$19.25	\$20.25	\$21.25
After 3 Years	\$14.72	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50
After 4 Years	\$15.18	\$19.50	\$20.50	\$21.50	\$22.50	\$23.50
After 5 Years	\$15.67	\$20.25	\$21.25	\$22.25	\$23.25	\$24.25
After 6 Years	\$16.34	\$21.00	\$21.50	\$22.50	\$23.50	\$24.50

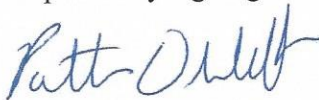
**FUELER / SERVICE WORKER WAGES**


	11/1/2017	6/15/2018	6/15/2019	6/15/2020	6/15/2021	6/15/2022
0-6 Months	\$11.00	\$14.03	\$14.58	\$15.31	\$16.08	\$16.88
After 6 Months	\$11.25	\$	\$	\$	\$	\$
After 1 Year	\$11.50	\$	\$	\$	\$	\$
After 2 Years	\$11.75	\$	\$	\$	\$	\$
After 3 Years	\$12.00	\$	\$	\$	\$	\$

Effective June 15, 2018, all Fueler/Service Workers will go to one rate.

- The parties also agree to modify Section 23.1 to extend the term of the CBA through midnight June 30, 2023 instead of June 30, 2019.
- Except for the above changes, the current agreement including all other terms and conditions of employment remain in full force and effect through the new term of the CBA.

All parties have read and understood this Agreement and acknowledge their understanding and acceptance by signing below.

  
 Patrick Domholdt  
 MV Transportation, Inc.  
 1/4/2018  
 Date

  
 Al Munoz  
 ATU Local 1027  
 1-5-18  
 Date

**AGREEMENT  
BETWEEN**

**MV TRANSPORTATION, INC.  
Tulare, CA**

**AND**

**AMALGAMATED TRANSIT UNION  
LOCAL 1027**

**Effective:  
July 1, 2016 - June 30, 2019**



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## **AGREEMENT**

This Agreement is entered into between MV Transportation Inc. (hereafter "Company") and the Amalgamated Transit Union, Local 1027 (hereinafter "ATU"), has as its purpose: The establishment of wages, hours of work, and other terms and conditions of employment. In the event ATU or the Company becomes aware of a practice, procedure, or activity which is not in compliance with this Agreement, then notwithstanding such practice, procedure, or activity, the parties shall immediately comply with the applicable provision of the agreement, rule, regulation, or statute.

## **ARTICLE 1** **RECOGNITION**

### **Section 1.1 - Recognition of the ATU:**

The Company recognizes ATU as the exclusive representative of "employees" as defined in Section 1.2 of this Article for purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all such employees.

### **Section 1.2 - Definition of Employees:**

Whenever used in this Agreement, the term "employee(s)" shall mean:

**INCLUDED:** All full-time and regular part-time **Dispatchers, Drivers, and Service Workers** employed by the Employer at or out of its Tulare, California facility, who perform work under the Employer's contract(s) with the **City of Tulare, California.**

**EXCLUDED:** All clerical, professional and confidential employees, Road Supervisors, Dispatch Supervisors, Driver Development and Safety Supervisors(dds), Maintenance Supervisors, Administrative Assistants, mechanics, guards, and supervisors as defined in the Act.

### **Section 1.3 – Definition of Probationary Employee:**

An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and ATU, or an employee rehired after termination of seniority shall be on "probationary" status for ninety (90) calendar days. The discipline or discharge of an employee who is in a probationary status shall not be in violation of this Agreement.

### **Section 1.4 - Job Classes:**

The classification of jobs as described in Section 1.2 of this Agreement are defined as follows:

- a) A regular full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a workweek.
- b) A regular part-time employee is defined an employee regularly scheduled to work at

least sixteen (16) hours but less than thirty-five (35) hours in a work week, however, the Company may schedule a part-time employee less than sixteen (16) hours in a work week upon the request of the employee. From time to time, part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations. If a part-time employee works thirty-five (35) or more hours in a workweek, each week for four (4) consecutive weeks, the Company agrees to grant that employee full time status with the exception of temporary vacancies as stated in Section 14.5. When an employee works less than thirty-five (35) hours in a workweek for six (6) consecutive weeks, that employee shall be moved/returned to part-time status.

- c) An extra-board driver is defined as an part-time employee that is regularly scheduled to work at least sixteen (16) hours but less than twenty-eight (28) hours in a work week, however, the Company may schedule an extra-board driver less than sixteen (16) hours in a work week upon the Company and employee. From time to time, extra-board part-time employees may be required to work more than twenty-eight (28) hours in a work week to meet unusually high service demands or other unusual situations. After working their twenty-eight (28) hours they can sign up for extra work from the Extra Work list based upon seniority.
- d) When a full-time vacancy occurs, as determined by the Company, it shall first be offered to a part-time employee in seniority order before non-employee applicants are considered. Employees may elect to remain part-time, if they so desire.

## **ARTICLE 2 SCOPE OF AGREEMENT**

### **Section 2.1 - Separability:**

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Articles, Sections or portions of this Agreement, which are not affected by such decision.

### **Section 2.2 - Waiver of Bargaining Rights and Amendments to Agreement.**

During the negotiations resulting in this Agreement, the Company and ATU each had the unlimited right and opportunity to make demands and proposals with respect to any matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the ATU to bargain collectively, and ATU expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specially referred to in this Agreement; (b) such matters were discussed between the

Company and ATU during negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or ATU at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking and agreement of the Company and ATU, after exercise of the right and opportunity referred to in first sentence of this Section 2.3, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and ATU.

No employee shall be permitted to waive any of the benefits of this collective bargaining agreement. No waiver or consent to employment under conditions other than as specified in this agreement may be asserted by any party, unless there is a signed written supplement to this agreement, executed by a duly authorized official of ATU and the Company in advance of any deviation from the terms contained herein.

No Company representative or official of ATU has authority to orally modify any of the terms contained in this agreement. Stewards and Executive Board members are not vested with authority to consent to or approve of any deviation from the terms of this agreement.

### **ARTICLE 3 SENIORITY**

#### **Section 3.1 - Seniority Defined:**

An employee's seniority shall be from the last date of hire in the employee's job classification. Seniority shall mean the length of time an employee has been employed as a driver, dispatcher, and Service Worker by the Company or date of hire from the City of Tulare, measured in calendar days from the first day of the employee's most recent date of hire, for the purpose of selecting work, but not limited to, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding runs, assignments, or time off as provided for in this Agreement. If application of the preceding sentences results in two or more employees having the same seniority, the employee's seniority position will be determined by lot. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Article I (RECOGNITION) of this Agreement, at which time the employee shall possess seniority as defined in this Section . Seniority shall be applicable only as expressly provided in this Agreement.

#### **Section 3.2 - Layoff:**

- a. Determination of Layoffs. The Company will determine the timing of layoffs and the number of employees to be laid off.
- b. Layoffs. When a reduction in the work force becomes necessary, as determined by the Company, such layoffs shall be made in reverse order of seniority in each job classification.

#### **Section 3.3 - Recall:**

- a. Order of Recall. The employee with the most seniority in each job classification will be the first one called from layoff.
- b. Notice of Recall. The Company will forward notice of recall by registered mail, return Receipt requested, to the last known address of the employee as reflected on Company records. The employee must, within five (5) days (excluding weekend days) of delivery or attempted delivery of the notice on the date specified for recall, and thereafter, returns to work on such date.

**Section 3.4 - Termination of Seniority:**

An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- a. Resignation by the employee or termination by the Company, unless reinstated pursuant to the grievance procedure.
- b. Failure to give notice of intent to return to work after recall within the time period specific in Section 3.3 (b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c. Except for layoff, time lapse of twelve (12) months, since the last day of actual work for the Company, regardless of reason, unless otherwise provided for by law.
- d. Failure to return to work upon expiration of an approved leave of absence.
- e. Layoff for a period of eighteen (18) months or for a period equal to the employee's seniority, whichever is less.
- f. Absence for three (3) consecutive days without notifying the Company.
- g. Misuse of leave as subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

**Section 3.5 - Seniority List:**

The Company shall provide ATU with a current Seniority List by the end of the first week of the month consisting of the employee's name, address, email address, date of hire, full time or part time status, and any retired or terminated employees, job classification change, changes in full time, part time or casual part time status. Social Security Numbers will be provided with all new hire notification along with all other information listed above. Such a list shall be deemed accurate unless challenged by ATU or the employee within ten (10) days upon receipt..

**Section 3.6 - Return of Personnel to the Bargaining Unit:**

A person, who transfers out of the bargaining unit for a period of six (6) months or less and remains in the continuous employment of the Company, may transfer back to his designated job classification in the bargaining unit, which he vacated. If the person has



withdrawn from the bargaining unit or paid no union dues during his original transfer, then the employee shall be subject to paying all past union dues and assessments.

If the return of the employee to the bargaining unit requires the layoff of an employee, the employee with the least seniority will be laid off.

**Section 3.7 - Transfer or Promotions:**

If an employee transfers or is promoted out of the bargaining unit for more than six (6) months and chooses to return to a position in the bargaining unit, the employee will lose all seniority rights in the bargaining unit.

**Section 3.8 Job Classification Transfers:**

Employees transferring to a different job classification in the bargaining unit, shall be compensated at the appropriate hourly rate determined by total seniority time in the bargaining unit, but for purposes of bidding shall be considered a new hire.

**ARTICLE 4**  
**ATU REPRESENTATION**

**Section 4.1 - ATU Shop Steward:**

- a. **Recognition of Shop Stewards:** From among the employees employed in the Bargaining Unit, ATU may designate and the Company will recognize not more than (2) shop stewards to serve as ATU's agent in the representation of employees of the Bargaining Unit.
- b. **Compensation of Shop Steward While Engaged in ATU Activity:** Except as specially provided in this Section 4.1 (b), the shop steward shall not be compensated by the Company for his/her duties as the shop steward and shall perform such duties during times when he/she is not scheduled to work for the Company. Where the company has requested or the company has initiated an action, requiring the services of a shop steward, the steward shall be compensated for such time.
- c. **Access to Personnel/Medical Files:** The Company will allow the ATU officials to review the Employee's personnel, and or, medical records, if done so in the facility office. A Written and verbal release from the employee must be provided to the General Manager, or designee, prior to Union review of any employee's personnel files. The files will be provided to the Union as soon as practicable once the employee's release has been received as stated in this section. Medical records will not be released absent a specific release of medical records signed by the employee.

**Section 4.2 -- Distribution of Union Literature.**

**Bulletin Boards:** The Company will provide ATU with a bulletin board. Said bulletin board will be located in such a manner that all employees can easily see. its contents. This shall be used by ATU for posting of official notices, meetings, and all other matters pertinent to ATU. All notices and communications will be on ATU letterhead. ATU

agrees that the bulletin board will only be used for official business and will not be used for personal notices or any other material not pertinent to official ATU business. ATU also agrees that no inflammatory or derogatory materials regarding the Company will be posted on the bulletin board. The ATU business agent or other duly appointed ATU Local 1027, officer shall have reasonable access, during regular Company office hours, to maintain the bulletin board.

**Section 4.3 - ATU Business Leave:**

An employee designated by ATU to serve as an officer or employee of ATU shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Article 3 (SENIORITY) of this Agreement.

**Section 4.4-Union Release Time:**

The Company shall release from duty without pay any ATU representative to conduct Union business. With these requests, ATU recognizes the needs of the operation.

**Section 4.5 - ATU Visitation:**

Upon giving reasonable notice to the Company, the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with employees to non-work time (which includes layover and break time) and his activities will not in any manner interfere with the performance of work by the employee.

**ARTICLE 5**  
**CUSTOMER RIGHTS AND CONTINGENCIES**

**Section 5.1 - Termination of Transportation Service Contract:**

If the transportation services contract between the Company and its service customer, City of Tulare, terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement may continue to resolve disputes pending at the time of termination up to and including arbitration. If the transportation service contract to one customer is terminated, then rights and obligations of this Agreement associated with work done will be continued by the new contractor, except for the pending dispute resolution as described in the previous sentence. If the service customer awards the services now provided by the Company to another transportation provider, the Company will notify ATU of the time, address and representation of such other transportation provider, if known.

**Section 5.2 - Rights of Customers:**

Nothing in this Agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by the Company to its services customer nor the rights and privileges of such customer under the transportation services

contract referenced in Section 5.1 of this Article.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

**Section 6.1 - Retention of Managerial Prerogatives:**

Consistent with its obligation under the National Labor Relations Act, the Company retains the sole and exclusive right to exercise all the authority, rights and/or functions of management and expressly retains the complete and exclusive authority, right and power to manage its operations and to direct its employee except as the terms of this Agreement specifically limit said authority, right and powers. Consistent with the same obligations of the National Labor Relations Act, the Company also reserves the right to revise, withdraw, supplement, promulgate, and implement policies during the term of the agreement as it deems appropriate, provided that such actions do not conflict with the express provisions of the agreement. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to the following:

- a. To reprimand, suspend, discharge, or otherwise discipline employees for cause and to Determine the number of employees to be employed.
- b. To hire employees, determine their qualifications and assign and direct their work; to Promote, demote, and transfer, layoff, recall to work and retire employees.
- c. To set the standards of productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; and set the starting and quitting time and number of hours and shifts to be worked.
- d. To close down or relocate the Company's operations or any part thereof; to expand, Reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the Customer.
- e. To introduce new and improved technology, research, service, and maintenance methods, materials, equipment; to determine the price at which the Company contracts its services; to determine the methods of financing its operations and services; and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- f. To issue, amend, and revise policies, rules, regulations, and practices including rules of conduct or standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the

Company's employees; to determine the existence or non-existence of facts which are basis of management decision; and to carry out the lawful directives of the customers to whom the Company contracts its services. The Company will provide written notification to ATU of any changes.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise the same other way not in conflict with the express provisions of this Agreement.

**Section 6.2 - Bargaining Unit Work:**

It is the understanding of the parties that bargaining unit work shall normally be performed by bargaining unit personnel within the classification in which the work is normally assigned. However, bargaining unit personnel may be cross-utilized when manning requirements and operational needs dictate, as determined by management. Additionally, non-bargaining unit employees may be assigned to perform bargaining unit work during urgent demand or emergency situations as needed when no other bargaining unit employees are readily available to perform the work. A bargaining unit employee shall take over work assigned to non-bargaining unit employees during urgent demand or emergency situations as soon as they become available to take over that work. The Company shall not be required to pull an employee from another assignment in order to replace the non-bargaining unit employee. The Company will not assign a non-bargaining unit employee to perform bargaining unit work for the sole purpose of avoiding the payment of overtime.

**Section 6.3 - Contractual Duties:**

Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibility to the City of Tulare, which includes, but is not limited to the assignment, dispatching and management of trips, passengers and service to other contractors who are under contract directly to the City of Tulare.

**Section 6.4 - Work Rules:**

The Company, after conferring with ATU, may issue information which sets forth rules, regulations and policies that do not conflict with the provisions of this Agreement. At least ten (10) days prior to the implementation of any new revised rule, regulation or policy, the Company will provide ATU a copy of such revision. This section shall not be construed as a waiver of ATU's statutory rights regarding said revisions except that the union acknowledges the Company's right to establish reasonable safety rules as it deems necessary. Should the union raise an objection, it must do so in writing within the ten (10) days specified herein or else the union's objection is not valid.

**ARTICLE 7**  
**NON-DISCRIMINATION**

**Section 7.1 - Equal Opportunity:**

The Company and ATU each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and privileges of employment nor will it limit, separate or classify employees

so as to unlawfully deprive any individual of employment opportunities because of such individuals race, color, religion, sex, national origin, age or disability. The parties agree that disputes under this Article shall be resolved through the grievance and/or arbitration procedures.

**Section 7.2 - Affirmative Action and Job Accommodation:**

Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any part with Federal, State or local laws pertaining to discrimination, affirmative action, or job accommodation nor to prohibit the Company from complying with the lawful mandates or directions of its customers with respect to discrimination, affirmative action or job accommodation. The Company may take any action required or proper under such laws, mandates, or directions, with or without notice to ATU, and neither such action nor its effect may be deemed a violation of this Agreement.

**Section 7.3 - Concerted Activities:**

The Company and ATU each agree that it will not discriminate against any employee or applicant because of such individual's lawful activity for or support of ATU or because of the individual's other lawful concerted activity for the purpose of collective bargaining or other mutual aid and protection or because of the individual's decision to refrain from such activity.

**Section 7.4 - Gender Terms**

Throughout this Agreement, the use of the gender pronouns and terms shall be construed to include both male and female.

**ARTICLE 8**  
**NO STRIKES OR LOCKOUTS**

**Section 8.1 - No Strikes or Lockouts**

During the term of this Agreement, or any extension thereof, (a) neither ATU nor its members will directly or indirectly cause, encourage, sanction, or participate in any strike, work stoppage, slowdown, or boycott against the Employer, and (b) there will be no lockouts by the Employer.

**Section 8.2 - Discipline for Violations of Section 8.1:**

The failure or refusal on the part of any employee to comply with the provisions of Section 8.1 of this Article shall be cause for immediate discipline, including discharge. The failure or refusal by an ATU officer, agent representative or steward to comply with the provisions of Section 8.1 of this Agreement constitutes leading and instigating a violation of said Section 8.1. It is specially agreed that the ATU officers, agents, representatives and stewards, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 8.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

**ARTICLE 9**  
**DRUG AND ALCOHOL TESTING**

The parties agree to adopt the MV Transportation substance abuse policy where that policy mirrors DOT/FTA guidelines. In addition, the parties agree to adopt the Company's "Zero Tolerance" policy, and the Company's Non-DOT Post Accident Testing policy. The Company shall notify the union in writing when bargaining unit employees are required to submit to Non-DOT Post Accident Testing.

**ARTICLE 10**  
**GRIEVANCE PROCEEDURE**

**Section 10.1 - Grievance Procedure:**

A grievance is a claim that a specific provision of this agreement has been violated. All parties will make a sincere endeavor before a written grievance is filed to resolve differences between ATU or Employee and the Company in an informal meeting. If any disagreement between the parties arises over the application or interpretation of this agreement, the employees, the Union and the Company agree that the procedure outlined below shall be the exclusive remedy for such disputes.

**Step 1 (Union Grievance)** The aggrieved employee party or his/her Union Representative shall file a written statement of the grievance with the General Manager within fifteen (15) working days of the conclusion of the informal meeting. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific section of the agreement allegedly violated and the date and place where the grievance occurred. The aggrieved employee or his/her Union Representative must sign this statement. Within ten (10) working days after the written statement has been filed, the aggrieved employee and/or his/her Union Representative shall be accorded a hearing with the General Manager or designee. The General Manager or designee conducting the hearing shall render a written decision within ten (10) working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee/ATU, signed and dated by said employee. A copy shall be given to ATU Representative, mailed and/or faxed to the ATU office.

**Step 2 (Union Grievance)** If the matter is not resolved at Step 1, the Union representative shall within ten (10) working days of receipt of the Company's response, from Step 1, request a hearing with the Company's Labor Relations Director in writing. The hearing shall be held at the project site within twenty (20) working days of said request. The Company's Labor Relations Director or designee conducting the hearing shall render a decision within ten (10) working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee, signed and dated by said employee, a copy given to Union Representative, mailed and faxed to the Union office.

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**Step 3 (Union Grievance)** If the matter is not resolved at Step 2 the Union may request

Arbitration within forty (40) calendar days from receipt of the Company's Labor Relations Director's written decision.

**Section 10.2 (a) Record Documents:**

The Union and the Employee will be allowed to review and if requested given copies of all relevant papers and documents pertaining to charges against the Employee. Nothing in this section shall constitute a waiver of the union's right to certain information related to the representation of its members as stated in the National labor Relations Act.

**Section 10.2(b) Witnesses:**

At any grievance hearing regarding suspensions or termination the Employee and the Union Representative will have the opportunity to question all witnesses that are employed by the Company and others that may be relevant to the discipline, that are willing to attend the hearing.

**Section 10.3 - Arbitration:**

If the matter is referred to arbitration, the following procedures shall apply:

- a. A list of seven (7) arbitrators shall be requested from the State Mediation and Conciliation Service. If a panelist obtained from the State Mediation and Conciliation Service, selection shall be made within fifteen (15) working days of receipt of said list. The Parties shall flip a coin to determine who will strike first and will then alternately strike names from the list until one (1) person is left who will become the arbitrator. If the arbitrator so selected is not available within ninety (90) calendar days, a second arbitrator shall be selected using the same method of selection, unless the Company and Union mutually agree to waive the ninety (90) day requirement.
- b. The arbitrator will not have the authority to amend, alter or change any provision in the agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, ATU and the Company.
- c. The arbitration expenses (i.e. Arbitrator, Hearing Room, and transcripts) shall be shared equally between both parties.
- d. All decisions and awards of the arbitrator will be considered final and binding.

**Section 10.4 - Time Limits:**

Failure of either party to comply with the time limits, as set forth above will serve to declare the grievance settled in favor of the other party and no further grievance action can be taken.

**Section 10.5 - Extension of Times:**

Time limits in this article may be extended by mutual agreement in writing.

**ARTICLE 11**  
**HOURS OF WORK**

**Section 11.1 - Purpose of Article:**

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages. Laws of State and Federal government or terms agreed to shall govern the payment of wages.

**Section 11.2 - Workweek:**

The workweek shall consist off seven (7) days beginning at 12:01 a.m. on Saturday and ending at mid-night the following Friday.

**Section 11.3 - Overtime Work:**

The Company shall determine when overtime will be worked. Employees interested in working extra work shall sign up on the Extra Work List.

- a. Weekly Extra Work : An Extra Work List shall be posted on Monday, pulled down on Thursday at 5:00 PM, and assigned by seniority for extra work the following week subject to availability. The posting will contain all work assignments known by the Company. All other work assignments that arise after the posting will be assigned according to the Daily Extra Work Assignments below. If the work assignment remains open after the posting or the list is exhausted, then the Company shall require employee(s) on the seniority list, in reverse seniority, to perform the work.
- b. Daily Extra Work Assignments: Due to the nature of the Company's operations, there are several work assignments that are received by the Company after the weekly posting on Monday. Daily extra work assignments received before 12:00 PM on the previous day shall be assigned to the remaining available employees on the Overtime List. Daily work assignment received after 12:00 PM the previous calendar day shall be filled on an as needed basis first from employees on the list then the remaining employees.
- c. Overtime Pay: Overtime will be paid for all hours worked over 40 hours in a weekly period. Overtime pay shall be paid at 1-1/2 the regular rate of pay.

If an employee signs up and fails to work or declines the assigned work three times in a bid cycle, then their name will be removed from the Extra Work List. In the event that the overtime list is exhausted, then these removed drivers will be assigned work prior to going to the remaining employees.

**Section 11.4– Driver Meal and Rest Periods**

All dispatch and utility employees will be provided with meal periods in accordance with California Industrial Welfare Commission Wage Order Number 9-2001. The Company will provide a meal period of at least thirty (30) minutes for drivers who work a shift of at



least five (5) hours a day. The Company will only provide meal periods in accordance with this Section if the employee has not also been assigned to a split shift where the split is at least thirty (30) minutes.

The Company will provide off-duty meal periods to drivers that are entitled to meal periods as described in the above paragraph. A meal period shall be considered an off-duty meal period whenever the driver is relieved of all duty and allowed to take at least a thirty (30) minutes uninterrupted meal period. Off-duty meal periods shall be taken as close to the middle of the scheduled shift as practicable but the meal period be provided at least one hour prior to the end of an employee's shift.

The Company shall designate the employee's daily meal period on the bid packets, schedules and manifests distributed to the employees. For fixed route service the scheduled meal period shall remain as scheduled unless any minor adjustment due to traffic or any other circumstances beyond the control of the Company or the employee. For paratransit services, a reasonable adjustment can be made based on the need of the service or on time performance. MV shall provide a monthly report to the Union, which shall include documentation of when operators took meal periods (and how long each meal period lasted) during the preceding month.

If the Company fails to provide a meal period to an employee as described in this section, the employee or the Union must initiate a grievance under Article 10 within ten (10) days after the date of pay for the pay period in question or upon notification to the Union/employee that the pay request has been formally denied. Answers to pay request for a missed meal period shall be approved or denied within five (5) working days.

Any and all disputes regarding the application of meal periods shall be subject to the grievance procedure, with the following limitations: all unresolved meal period grievances shall be combined and heard via arbitration, pursuant to Article 10 of this agreement. If an arbitration regarding meal periods is scheduled, all other pending meal period grievances shall be combined and heard at that arbitration.

If the arbitrator finds meal period violations, the affected employee(s) shall be entitled to any applicable non-monetary equitable remedies as well as economic compensation of sixty (60) minutes of pay at the employee's regular rate of pay for each day that the meal period violation occurred.

## **ARTICLE 12** **LEAVES OF ABSENCE**

### **Section 12.1 - Personal Leave:**

Personal leave may be granted for a minimum period of two weeks, to a maximum of 8 weeks every calendar year at the Company's discretion, upon receipt of written request from the employee stating the reason for the requested leave. The Company may, at its sole discretion, extend the time limit if the employee requests such an extension in writing stating the reason why the extension is necessary.

Request for leave of absence shall be made as far in advance as possible. Seniority shall accumulate during leave of absence; however, unless otherwise stated in this Agreement, time spent on leave of absence shall be without pay, or the employee may use any available vacation balances at the employee's discretion.

**Section 12.2 - Disability Leave:**

After all State and Federal leaves are exhausted, an employee may request leaves of absence because of health and/or medical condition. The leave may be granted for periods up to thirty (30) days, with thirty (30) day extensions, up to a maximum of twelve (12) months. To obtain such disability leave of absence, an employee shall present: (1) a written request for such leave; and (2) a written statement from the employee's doctor indicating the need for such leave; and doctor's recommendation as to when the employee may be able to return to work. The employee's actual return to work, however, will be contingent upon an assessment by the Company (in conjunction with the employee's medical doctor and/or the Company's medical doctor, any consulting or treating specialists, or therapists, ATU and the employee) that, after considering the nature and scope of the employee's duties, the employee is able to return to work and perform the essential functions of his job, with or without reasonable accommodation and in a manner which will not directly threaten the health, safety or welfare of the employee, passengers or the public. In the event the Company's Medical Doctor determines that the employee is not able to return to work, the reasons for such determination shall be provided by the Company's Doctor, in writing to the employee. Any employee protesting removal from service because of an order from the Company's physician may have his/her case reviewed by a physician jointly selected by the Company and ATU and that physician's decision will be final. The cost of the third opinion would be split between the employee and Company. If an employee is found fit for duty, there will in no way be any back pay awarded.

**Section 12.3 - Military Leave:**

The Company will comply with the provision of the Veterans Re-Employment Rights Act.

**Section 12.4 - Civic Leave:**

A employee who is required to report for jury duty or who is subpoenaed to testify at a hearing in which the employee is not a party shall be granted leaves for such service. If the employee reports for service and is excused there from, he shall immediately contact the Project Manager and stand ready to report to work, if requested.

**Section 12.5 - Family Leave:**

The Company shall comply with State and Federal Leave Laws.

**ARTICLE 13 DISCIPLINE**

**Section 13.1 - Company Rights:**

The Company shall have the right to change any policies, rules and regulations governing employees without renegotiation of this Agreement. Should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and its customers

client, the Company shall provide written notification to the Union of required changes seventy-two (72) hours before implementation. The Company shall further have the absolute right to carry out all directions of its customers notwithstanding any provision of this Agreement to the contrary. The Company will provide written notification to the ATU of any changes.

**Section 13.2 - Disciplinary Procedures:**

A General Manager, Operations Manager or Regional Vice-President, or his designee will perform all disciplinary processes.

The Manager to whom the individual is requested to report, shall meet with the employee and, if requested by the employee, the employee's union representative prior to reaching a decision to impose disciplinary action.

If the Company proceeds with the disciplinary process, the Company shall provide written notice to the employee. Such notice shall state the nature of the offence with which the employee is being charged. Upon the employees' receipt of such notice, the employee may request a review of the charges with the General Manager to be held within a 3 day period of receipt of such notice.

The charged employee shall attend all meetings, which may result in disciplinary action. An ATU Representative may also attend the meetings, if so requested by the employee.

Nothing in this Article 13 shall prevent ATU from appealing a decision of the respective General Manager to the Labor Relations Director prior to a possible grievance being filed.

Safety Investigation Leave: Upon an initial assessment of preventability by the General Manager or his/her designee, any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability for a period not to exceed 10 calendar days. Administrative leave is unpaid unless the incident is determined to be non-preventable. However, an employee may use unused vacation time during a safety investigation leave. Employees may perform other non safety sensitive functions if available and/or appropriate until final determination is made.

**Section 13.3 - Progressive Discipline:**

Any violation of posted and/or written company rules, policies, and/or procedures shall result in disciplinary action. With the exception of a violation of the serious infractions, as listed in Section 13.4, attendance policy as listed in Section 13.5 and 13.6, the Safety Policy and Discipline as listed in Section 13.8, or the Company's Drive-Cam policy, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the company against the employee who violates any rule, policy or procedure.

- First Violation: Verbal warning with counseling by Project Manager.
- Second Violation: Written warning notice.

- Third Violation: Suspension up to, but not exceeding, one (1) day. Lesser discipline may be imposed at the sole discretion of the Company.
- Fourth Violation: Dismissal from employment with Company may be lesser discipline at the sole discretion of the Company.

**Section 13.4 - Serious Infraction:**

The following violations of Company policies and rules are considered serious infractions and may be just cause for the immediate discharge of an employee, although the Company may impose, at its sole discretion, a lesser penalty:

1. Falsifying company records or making false statements on application for employment or other Company forms.
2. Reporting for work while under the influence of alcohol or drugs.
3. Use or possession of any alcoholic beverage or drugs on Company premises or vehicles.
4. Refusal to take an alcohol or drug test when requested by the Company.
5. Theft of Company property or customer property or property of another employee.
6. Physical violence, or fighting, on Company premises or vehicles.
7. Possession of firearms, weapons, explosives, and similar devices on Company premises or vehicles.
8. Unwanted touching, physical contact, or indecent/sexual conduct, resulting in a conviction, or a substantiated written complaint with Company employees, passengers or members of the public. This includes sexual or other forms of harassment directed at the passengers, fellow employees, the client or any third party.
9. Insubordination, including refusal or failure to perform assigned work.
10. Threatening, intimidating, coercing, or abusing fellow employees or passengers.
11. Altering the time record of another employee, having someone else alter another employee's time record, or alteration of a time card.
12. Gross negligence, deliberate destruction, defacing, damage, or loss of any

Company property or property of another employee.

13. Operating a Company vehicle without a valid driver's license and all other certificates required by Federal, State or Local law or regulation to operate the vehicle, provided that in the event of temporary loss of the required license or certification, the employee shall be first entitled to thirty (30) days or less unpaid leave of absence to correct said loss of a valid driver's license or other certificates required to operate the vehicles. An additional fifteen (15) days of unpaid leave will be granted if requested by the employee in writing. Failure to have the license or certificates after the thirty (30) or forty-five (45) day leave, whichever is applicable, shall be cause for termination.
14. Negligence resulting in a serious accident, incident or failure to follow established safety guidelines related to passenger safety.
15. Any time the terms of this agreement that specify discharge have been met
16. Operating a company or customer vehicle that rear-ends another motor vehicle, whether moving or not. The immediate discharge shall not apply if such rear-end accident was caused by another party striking the employee's vehicle, provided the employee did not violate any traffic law as documented by the police or other accident report taken at the scene of the accident. If there is less than \$700.00 total damage and no injuries, then the accident will be treated as an Unsafe Act under Article 13.9 Safety Policy and Discipline.
17. Conviction of Local, State or Federal Laws, regulations that would disqualify anyone from employment under MV Transportation's hiring criteria. Moving violations, which are governed by the MV Safety Point System, are exempted. Employees are required to report said conviction within twenty four (24) hours.
18. Deliberately damaging or abusing property
19. Carelessness or horseplay resulting in property damage in excess of \$5,000 or personal injury
20. Violation of confidentiality and proprietary information policy
21. Sexual or any other forms of harassment prohibited by Company policies
22. Violations of the MV Safety Policy, Attendance Policy or Substance Abuse and Policy Violations of the following regarding Company vehicles and/or equipment:
  - Operating without a valid license appropriate for that vehicle, equipment or service.
  - Driving on a suspended license
  - Driving a commercial vehicle without a valid medical card

- Transporting school children without proper school bus certification as required by applicable law
  - Un-insurability as a vehicle operator, where applicable.
  - Negligent use of a Company owned or provided vehicle or equipment
  - Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers
  - Use of a personal cell phone while operating a Company vehicle
23. Inappropriate, unprofessional or disorderly verbal or physical conduct directed towards coworkers, passengers, clients or any third party while acting as a representative of the Company
  24. Entering a passenger's home while in service or in Company uniform without a legitimate business purpose
  25. Use of Company property or Company garages for personal vehicle repair unless authorized by the Regional Vice President.
  26. Failing to pass initial, ongoing or changed qualification standards when those changes standards are modified by bargaining or changes required by the client or mandated by local, State, Federal laws or a regulatory agency.
  27. Dishonesty, theft, or improper handling of company assets or cash

### **Section 13.5 - Attendance Policy:**

#### **ABSENCE**

##### **Excused Absence**

- 1) Any employee who has properly filled out and received written approval in advance from a Company manager for time off will be considered an excused absence. Excused absences do not count against the employee's attendance record. Approved jury duty, military leaves, union leaves and family leaves are also considered excused absences.
- 2) An unexcused absence is defined as anytime an employee misses work for one or more consecutive days without prior written approval or without utilizing approved earned time off.
- 3) Excused absences do not count against the employee's attendance record. Approved jury duty, military leave, union leave, and any Leaves of Absences mandated by Law are considered excused absences. Any employee who has received written approval in advance from the Company for time off will be considered excused from work.

- 4) Unexcused absences up to 5 consecutive days are counted as one occurrence, provided proper notice is given. After day 5, each day of absence is counted as an occurrence unless the employee provides a doctor's note excusing the absence.

### **Unexcused Absence**

- 5) Employees who will be absent are required to notify their supervisor or dispatch at least one (1) hour prior to the starting time of their work shift. Employees giving this proper notice will receive one (1) occurrence point. Employees will be provided with an updated phone list to make this contact. An (unexcused) absence that has not been properly notified shall result in one and one-half (1 ½) occurrence points. Failure to report or notify in any manner the company shall result in 2 occurrence points. An employee who is a No Call/No Show for three (3) consecutive scheduled working days will be considered as abandoned and voluntarily quits his/her job and will be discharged unless the employee can show a justifiable excuse to his/her employer.
- 6) Failure to complete an entire shift due to illness or emergency, once the employee reports to work (and the employee returns to work the following day), shall receive attendance points as follows unless excused by a physician or the employee provides verification of an emergency:
  - a. If the employee misses less than half their shift, he/she will be assessed one half (1/2) point.
  - b. If the employee misses more than half their shift, he/she will be assessed one (1) point.
- 7) Missing a required paid meeting shall count as one (1) attendance point unless employee is on approved leave, has a verifiable emergency, or the employee fails to attend a monthly session as stated in Section 15.2.
- 8) Attendance points shall remain on an employee's record for a rolling twelve (12) month period. The rolling twelve (12) month is counted back from the most recent incident of absence. Absences more than twelve (12) months old are not counted.
  - At Six (6) attendance points, a written warning shall occur.
  - At eight (8) attendance points, a one (1) day suspension shall occur.
  - At ten (10) attendance points in a floating 1 year period shall bring automatic termination. Upon mutual agreement, the parties may agree to discipline of less than termination upon accumulation of ten (10) points.
- 9) There will be no pyramiding of discipline.
- 10) For the purposes of this Article, an emergency shall be defined as follows: Any unforeseeable situation or circumstance where an employee could not

reasonable be expected to communicate with the Company concerning absence or tardy/miss-out notification in a timely manner. Examples of said situations would include being medically incapacitated, being involved in traffic or other type of accident or having a family member involved in one of the prior situations. By definition, and “Emergency” under the contract would be verifiable, with the understanding that the Company and the employees will exercise a standard of reasonableness when applying the standard to a given *situation*.

- 11) The Company shall recognize and adhere to all provisions of applicable federal, state, or local protected leave laws.

### **Section 13.6 ATTENDANCE/MISS OUTS:**

A miss out is when an employee fails to report in person or call the General Manager, or their designated representative in accordance with following:

- a. A half miss-out is an occurrence whereby an employee reports to work more than five (5) minutes late and up to one hour after their scheduled starting time.
  - b. Employee who fail to show up or call the General Manager, or their designated representative after one (1) hour from the time they are scheduled to report shall be assessed one (1) miss-out. Three (3) miss-outs in a rolling one hundred and eighty (180) day period counting back from the most recent miss-out will result in discipline up to or including a three (3) day suspension.
  - c. Six (6) miss-outs in a rolling one hundred and eighty (180) day period counting back from the most recent miss-out will result in discipline up to or including termination.
  - d. When an employee works ninety (90) days without receiving any miss-outs all miss-outs will be removed from his/her record.
  - e. Miss-outs shall not be counted if there is a verifiable emergency as defined in Section 13.5 (j).
  - f. At the discretion of Management, an Operator who has a miss-out may be assigned standby report (two hour minimum), or be put on their route or be sent home (No Pay).
- 1) There will be no pyramiding of discipline.

### **Section 13.7 - Job Abandonment:**

An employee who is a No Call/No Show fails to report or call in for three (3) consecutive scheduled working days will be considered as abandoned and voluntarily quit his/her job and will be discharged unless the employee can show justifiable excuse to his/her employer.



**Section 13.8 – Safety Policy and Discipline:**

Because our clients rely upon MV Transportation for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of MV Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

**Section 13.9 – Union Notification**

The Union shall receive a copy of any charges filed against any employee and any Adverse entry made on an employee's record, and a copy of any decision of any disciplinary hearing. Upon request of the Union shall be furnished non-confidential and pertinent information relative to a discipline and discharge hearing from the personnel records of the employees represented by the Union.

**ARTICLE 14**  
**SHIFT BIDDING**

**Section 14.1 -Initial Bid:**

- a. The Company shall develop the number of full-time and part-time shifts. For the duration of this Agreement, the number of full time shifts shall be equal to or one less than the number of full-time shifts in place as of the date of ratification, unless there are circumstances beyond the control of the Company that would require a reduction of service. The Company shall then allow each employee, in seniority order, to select the full time/part-time shifts. Employees not bidding on a Full-time shift also will be considered part-time employees. The intent is to protect the security of full time positions for those who have already established full time status. If and when part time work is established or necessary, it will be placed up for bid as provided in Article 14, section 14.2.
  
- c. The company shall post notification of the bid in the facility ten (10) working days prior to the date of the bid. In addition, the Company shall notify all employees who are not scheduled to work ten (10) day prior the commencement of the bid. The posting will identify the runs available, the start and ending times, work to be performed and the days off. Those employees who cannot attend the bid may designate their choice of shift by proxy. The proxy must be submitted to the Project Manager no later than 5:00 p.m. on the day prior to the scheduled bid. The proxy shall indicate choices in order of preference which shall equal the employee's standing on the seniority bid list. Those employees who fail to bid and who fail to submit a proxy shall be assigned at the discretion

of the Company following the completion of the bid process by all other employees scheduled to bid.

**Section 14.2 - Permanent Vacancies in Shifts:**

Vacancies in Full-Time/Part-Time Shifts: When a shift becomes permanently available between regular bid periods, the Company will, within three (3) weekdays, post the vacancy for four (4) days. The most senior regular employee, who has less seniority than the employee who held the vacated shift, and who bids for the vacancy, shall be awarded that shift.

When the Company creates an additional shift between bid periods: the above procedures apply except that the new position will be posted for ten (10) calendar days and the bid is available to all regular employees.

In both instances the award will be implemented at the start of the next pay period but not less than seven (7) calendar days.

**Section 14.3 - Periodic Shift Bidding:**

On the effective date of this Agreement, an initial shift bid will be held as described in Section 14.1, and thereafter the Company shall, at least every four (4) months or when an aggregate of five (5) or more employees have completed training and join the workforce, re-bid the regular full-time/part-time shifts within fourteen (14) days. The Company shall determine the exact date

of each re-bid date. The Company shall post the bids for the shifts and provide a copy to ATU at least five (5) week days prior to the starting of the bid and each full-time/part-time regular employee shall bid in seniority order. Those employees who cannot attend the bid may designate their choices of shift by proxy. The proxy, which must be at the Project Manager no later than 5:00 p.m. on the day prior to the scheduled bid, shall indicate choices in order of performance which shall equal the employee's standing on the seniority bid list. Those employees who do not bid and fail to submit a proxy shall be assigned at the discretion of the Company following the completion of the bid.

**Section 14.4 - Changes in Shifts:**

The Company shall have the right to adjust shifts up to one (1) hour a day without re-bidding and without reducing the total bid time (or pay) of the shift. The intent of this Section 14.4 is to accommodate passengers and their needs.

**Section 14.5 - Temporary Vacancy:**

- a. A temporary vacancy is defined as any full-time shift that becomes vacant for at least five (5) or more working days.
- b. Temporary vacancies will be bid to all part-time employees within three (3) days from the time it was determined to be a temporary vacancy was defined in "a." above. Any shift that becomes vacant after the temporary vacancy bid may be filled by a part-time or casual employee up to a maximum of three weeks. After three weeks, the Company shall fill the temporary vacancy by scheduling a Mark Down and allowing only those operators with a lower seniority than the operator who's

shift is to be filled, to bid (according to their seniority) on the open shift, or any open shift that becomes available as a result of this Mark Down process.

- c. A temporary vacancy will be filled daily until bid as a temporary vacancy.
- d. A temporary vacancy will be filled by the driver who bids for it until the end of the vacancy, making the driver ineligible for bidding on any other temporary vacancies which may occur during his current assignment.
- e. A temporary vacancy obligates the driver to work the entire shift originally bid, including the same scheduled days off.
- f. Will only -last until the original driver returns either as scheduled or as soon as medical leave ends. When a temporary vacancy ends, the driver who filled the temporary vacancy returns to part-time status and becomes eligible to bid on any new vacancies.

**Article 14.6 - Vacancies In Full-Time Shifts:**

In the event a regular full-time employee elects to vacate his full-time position or the position becomes available through the termination of seniority, or in the event an additional full-time shift is created by the Company, the Company shall do one of the following:

If there is less than six (6) weeks left before the next scheduled re-bidding of all shifts, the vacancy shall be treated as a temporary vacancy.

If there is six (6) weeks or more left before the next scheduled re-bidding of all shifts, the Company shall fill the vacancy by scheduling a "Mark Down." A "Mark Down" shall be defined as a process in which the General Manager makes a correction or modification of a past sign up by allowing only those operators with a lower seniority than the operator whose shift is to be filled, to bid according to their seniority on the open shift, or any open shift that becomes available as a result of this "Mark Down" process.

**ARTICLE 15**  
**GENERAL CONDITIONS**

**Section 15.1 Payday:**

All paychecks will be distributed by 12:00 p.m. or earlier if possible, every other Friday and will cover all monies due through the Friday of the prior pay period.

Employee timesheets are available for review for accuracy on the Friday prior to payday. Any errors should be brought to the Company's attention to get corrected before payroll is distributed. All efforts should be made to submit corrections prior to the next payday. The Company shall provide employees an accounting of accrued sick days, floating holidays and vacation on a monthly basis if requested by the employee.

In the event an employee receives a check for less than what they believe to be the proper amount, they must bring it to the company's attention immediately.

The following shall occur:

- 1) If the error is an employee error then the adjustment will be on the next scheduled payroll run.
- 2) If the error is caused by the company and the error is twenty-five (\$25) dollars or more, the company will produce an adjustment check as soon as possible but no longer than within 72 hours, if requested by the employee. If less than twenty-five (\$25) dollars the adjustment check will be received within five working days, if requested by the employee.

**Section 15.2 - Company Meetings:**

The Company may require, with five (5) days notice, safety meetings and other informational meetings from time to time. Employees shall attend such meetings as required by the Company, unless the employees were not given five (5) days notice. The Company will offer three (3) mandatory meeting sessions per month. The employee may be excused by the General Manager for occurrences such as, but not limited to, sick leave, verifiable emergency, and vacations. All employees will be compensated at the applicable rate of pay for those meetings. Only one safety meeting per month is mandatory for the purposes of this section.

**Section 15.3 - Citations:**

No employee shall be required to violate traffic laws. Employees are required to pay for the cost of citations received.

**Section 15.4 - Physicals and Drug Screens:**

In the event an employee is required to take a physical examination to re-new his/her medical certificate/drivers license, the Company will pay the cost of the procedure(s). In the event the Company requires an employee to take a physical examination or drug screen for reasons other than those described above, the Company will pay for the time spent by the employee obtaining such physical or drug screen as well as travel time to and from the applicable appointment.

**Section 15.5 - Extra Contract Agreements:**

The Company will not enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

**Section 15.6 - Accident Review Committee (ARC):**

The Committee is to meet monthly to review and make recommendations to the General Manager on the preventability or non-preventability of employee accidents and or incidents.

The Committee shall be composed of the following:

- ATU President or Designee
- Management Designee
- (1) Mutually agreed upon (Chairperson)

The Committee will meet once a month to review the accidents from the prior month.

- 1) Review and make a final recommendations to the General Manager
- 2) Review all documents regarding each accident/incident
- 3) Committee is to interview the employee charged with the accident/incident if requested by the employee.
- 4) The Committee will have no power to override the final decision of the General Manager.
- 5) Disagreements between the employee, Committee and the General Manager will be subject to Article 10 of this labor agreement.

**Section 15.7 Air Conditioning**

Busses without air conditioning are considered incidents for reporting purposes. Upon reporting the loss of air conditioning, maintenance will take immediate action to address the situation as quickly as possible.

**ARTICLE 16- WAGES**

**Section 16.1 - Wage Rates**

All annual wage increases shall be effective in accordance with the wage tables dates below. Seniority increases shall occur on the employee's anniversary date each year as applicable. All wage rate increases will be retroactive to 11/1/2016 for all hours worked for all employees employed as of the date of ratification.

**DRIVER WAGES**

	<b>CURRENT</b>	<b>11/1/2016</b>	<b>11/1/2017</b>	<b>7/1/2018</b>
Training	<b>\$10.00</b>	<b>\$10.50</b>	<b>\$11.00</b>	<b>\$12.00</b>
0-6 Months	<b>\$10.78</b>	<b>\$11.16</b>	<b>\$11.44</b>	<b>\$13.55</b>
After 6 Months	<b>\$11.05</b>	<b>\$11.16</b>	<b>\$11.44</b>	<b>\$13.55</b>
After 1 Year	<b>\$11.31</b>	<b>\$11.42</b>	<b>\$11.66</b>	<b>\$13.76</b>
After 2 Years	<b>\$11.87</b>	<b>\$11.99</b>	<b>\$12.14</b>	<b>\$14.37</b>
After 3 Years	<b>\$12.40</b>	<b>\$12.52</b>	<b>\$12.68</b>	<b>\$14.90</b>
After 4 Years	<b>\$12.96</b>	<b>\$13.09</b>	<b>\$13.25</b>	<b>\$15.46</b>
After 5 Years	<b>\$13.29</b>	<b>\$13.42</b>	<b>\$13.59</b>	<b>\$15.79</b>
After 6 Years	<b>\$16.45</b>	<b>\$16.93</b>	<b>\$16.98</b>	<b>\$18.62</b>

**DISPATCHER WAGES**

	<b>CURRENT</b>	<b>11/1/2016</b>	<b>11/1/2017</b>	<b>7/1/2018</b>
0-6 Months	\$12.16	\$12.28	\$12.40	\$13.00
After 6 Months	\$13.21	\$13.34	\$13.48	\$13.50
After 1 Year	\$13.58	\$13.72	\$13.85	\$14.00
After 2 Years	\$13.99	\$14.13	\$14.27	\$14.50
After 3 Years	\$14.43	\$14.57	\$14.72	\$15.00
After 4 Years	\$14.88	\$15.03	\$15.18	\$15.50
After 5 Years	\$15.36	\$15.51	\$15.67	\$16.00
After 6 Years	\$16.02	\$16.18	\$16.34	\$17.50

**FUELER / SERVICE WORKER WAGES**

	<b>CURRENT</b>	<b>11/1/2016</b>	<b>11/1/2017</b>	<b>7/1/2018</b>
0-6 Months	\$10.14	\$10.50	\$11.00	\$12.00
After 6 Months	\$10.62	\$10.73	\$11.25	\$12.50
After 1 Year	\$10.95	\$11.06	\$11.50	\$12.75
After 2 Years	\$11.28	\$11.39	\$11.75	\$13.00
After 3 Years	\$11.83	\$11.95	\$12.00	\$13.00

**Section 16.2 – Cell Phone Use**

The Company shall not require any employee covered by this agreement to use their personal cell phone in the course of performing their job duties. In the event the Company does require the use of a personal cell phone in an emergency while on duty with both radio channels inoperative, the Company shall compensate the employee (1/2) of his or her hourly wage rate for its use per day.

**ARTICLE 17**  
**PAID HOLIDAYS**

**Section 17.1 - Holidays:**

All full-time, No probationary employees shall receive eight (8) hours pay for the following holidays:

1. New Year's Day
2. Martin Luther King Jr. Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day After Thanksgiving
8. Christmas Eve
9. Christmas Day

**Section 17.2 - Holiday Pay:**

Holiday pay shall be calculated at the employee's regular rate of pay and will be based upon the employee's regularly scheduled shift. If the holiday falls on the employee's normally scheduled day off, the employee will be paid eight (8) hours at the regular rate of pay. If an employee works on a paid holiday, the employee will be paid his/her regular scheduled pay plus eight (8) hours at the regular rate of pay for the holiday pay. Holiday pay shall not be counted as hours worked for the purpose of computing overtime.

**Section 17.3 - Eligibility:**

In order to be eligible for holiday pay the employee must work his/her, scheduled day before and scheduled day after the holiday, and must also work on the holiday, if so scheduled.

**Section 17.4 - Pay on Holiday Worked:**

Pay for time worked on a holiday shall be at straight time hourly rate of pay for all hours worked.

## ARTICLE 18 VACATIONS

### Section 18.1 - Eligibility:

All full-time employees shall receive, after one (1) year continuous full-time employment, a paid vacation as further detailed in this Article.

### Section 18.2 - Vacation Pay:

Less than (1) one year of service: 1.5385 Hours/Pay Period  
More than (1) one year of service: 3.0769 Hours/Pay Period  
More than (4) four years of service: 4.6154 Hours/Pay Period  
More than (6) six years of service: 6.1538 Hours/Pay Period

### Section 18.3 - Pro-ration:

All employees with vacation accruals who are laid off or terminated shall have their vacation balance paid at the regular rate of pay for all hours accumulated at the time of layoff and/or termination.

### Section 18.4 - Vacation Schedule:

Employees can request vacation leave in the following manner. For vacation leaves of 3 working days or less, a request shall be submitted not less than 72 hours prior to the start of the leave. For leaves in excess of 3 working days, the employee shall submit the leave request not less than 14 days prior to the start of the leave. Leave shall be granted to the first (2) employees to request leave. The company may, at its discretion, allow more than (2) employee to be off on leave at the same time.

### Section 18.5 - Vacation Pay:

Vacation may not be taken prior to the anniversary date on which it is earned. Vacation pay shall be issued on the normal pay period and not taken in advance.

### Section 18.6-Vacation Cash Out:

Employees may cash out any accrued vacation hours during the first payroll period in April, July, September, or November, with fourteen (14) days notice to the Company. The cash out will occur on a regular payday. Employees are responsible to cash out unused vacation prior to reaching the 280 hour cap. All accrual shall cease once an employee reaches 280 hours.

All employees shall receive an accounting of all vacation hours in writing on a monthly basis.

## ARTICLE 19 Health/Dental/Vision INSURANCE

### Section 19.1 - Provision:

The company agrees to maintain its' contribution to the existing health care coverage plan for all full-time employees.



Effective January 1, 2015, the Company will contribute a maximum of \$555.00 per month per full time employee toward the health care plan.

Effective January 1, 2018, the Company will contribute a maximum of \$575.00 per month per full time employee toward the health care plan.

**Section 19.2 - Eligibility:**

All full-time employees and their families shall be eligible to participate in a benefit plan on the first day of the month following thirty (30) calendar days of employment with the Company.

**Section 19.3 - Dental Insurance:**

Currently, the Company contributes an amount of up to \$28.00 per month toward dental insurance for eligible full time employees.

Effective July 1, 2015, the Company agrees to contribute an amount of up to \$36.00 per month toward dental insurance for eligible full time employees.

**Section 19.4- Vision Insurance:**

Effective July 1, 2013, the Company shall contribute up to \$16.00 per month towards the cost of the employee's vision insurance.

**Section 19.5 - Health Insurance Plan Changes:**

At health, vision and dental insurance renewal time; the union may, at its discretion, change to another plan provider so long as the company's cost does not exceed the agreed to company contribution rate. It is understood that the Union shall be responsible for shopping for any new plan, as well as the management, implementation, and administration of that plan.

**Section 19.5 – Affordable Care Health Insurance Plans:**

In addition to previous health care coverage, the Company will also offer the following Affordable Care medical plans as follows:

- The Aetna High Deductible Plan
- The Aetna Buy-up PPO

All non-probationary full-time employees will be eligible to participate in the company's Affordable Care Health & Welfare Plans (Medical, Prescription Drug, Dental & Vision) on the 1<sup>st</sup> of the month following sixty (60) days of full-time employment. The company will contribute \$150.00 per month to the cost of medical/prescription drug

coverage. Employees will have the option to participate in Dental, Vision, Life and Disability products at group rates at their own cost. All employee contributions must be made via payroll deductions, except in the case of Leave of Absence, when other arrangements may be made. The employee's coverage shall end as of the last day of the month in which he terminates from the company.

**ARTICLE 20**  
**OTHER BENEFITS**

**Section 20.1 - Physicals/Drug Screens:**

The Company will pay the cost of required physicals at Company-approved facilities/doctors.

**Section 20.2 - Uniforms.**

The Company shall supply uniforms when required by the customer as such:

**Drivers Uniforms:** The Company shall supply drivers with uniforms. The company will supply: 3 pants and 5 shirts. The employee shall be responsible for uniform cleaning and care. Lost or missing uniforms shall be replaced at the expense of the driver. Driver uniforms will be replaced due to normal wear and tear, it being understood the uniforms being replaced must be returned to the Company.

**Alterations:** Employees shall receive up to \$22.00 for alterations to their initial uniform allotment. Employees must provide a receipt for all alterations performed.

**Section 20.3 - 401(k) Plan:**

Employees may contribute to a pre-tax retirement savings plan after 6 months of Company employment in the following manners.

For all former City of Tulare employees:

The company shall contribute seven (7) percent of the employee's hourly rate for all hours worked to a 401 (k) Plan.

For all other employees:

The company shall contribute 10% of the first 1 % of the employee's hourly rate for all hours worked to a 401 (k) Plan.

**Section 20.4 - Sick Pay:**

. Effective July 1, 2007 all employees shall receive 6 hours per month in paid sick leave.

**Section 20.5-Safety Bonus:**

All employees shall receive \$200.00 for each year with no unsafe acts or chargeable accidents. The safety bonus is payable on the next pay date after the employee's anniversary date of hire.

**Section 20.6- Shift Exchange:**

Employees will be allowed to exchange shifts or runs.

The exchange must be documented on a form, signed by both employees, and approved by Company management at least 48 hours before the exchange is to take place.

The Company shall incur no additional liability due to such exchanges nor shall the Company assume any responsibility regarding "payback" of the exchange. The hours worked by the substitute employee will be excluded by the Company in the calculation of the hours for which

the substitute employee would otherwise be entitled to overtime compensation under the Fair Labor Standards Act. When one employee substitutes for another, each employee will be compensated as if they worked their normal scheduled run.

Any employee who fails to operate a run or work a shift as a result of an exchange, will not be permitted to engage in future exchanges for a period of one year.

**Section 20.7-Life Insurance:**

The Company will provide all employees \$5000 survivor death benefit at no cost to the employee. Beneficiary form must be on file with the Company.

**Section 20.8 Toilet Facilities**

The Company will keep a list of available known toilet facilities for all routes. This list shall be available up request, posted, and periodically updated on an as needed basis.

**ARTICLE 21**  
**UNION SECURITY**

**Section 21.1 - Union Shop:**

It shall be a condition of employment that the employees of the Company covered by this Agreement who are members of the ATU in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members of a union the effective date of this Agreement shall, on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement become and remain members in good standing in ATU. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, by the thirtieth (30<sup>th</sup>) day following his/her date of hire, become and remain members in good standing in ATU.

**Section 21.2 - Notification:**

The Company will notify ATU, in writing, of all new employees hired at least seven (7) calendar days after the employee starts to work and shall notify ATU immediately in writing when any employee completes the probationary period as established herein. No less than monthly, the Company will furnish the Secretary-Treasurer of ATU with a list of all bargaining unit employees, along with the seniority date of hire, mailing address and telephone number as is currently in the employee's employment record. The Company will notify ATU immediately in writing, of all employees leaving its employment. ATU agrees

to furnish the Company with an up-to-date list of all its officers and stewards, and to immediately notify the Company of any and all changes thereto. The Company agrees to furnish ATU an up-to-date list of its local representatives and to immediately notify ATU of any and all changes thereto.

**Section 21.3 - New Hires:**

When new or additional employees are needed, the Company shall choose applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated against because of membership or non-membership in any union. An ATU officer will be allowed to use up to thirty (30) minutes of paid time to speak with each new employee during their initial training or within 30 days of the beginning of revenue service to provide a union orientation at a time mutually agreeable to the parties. Company management may or may not attend the orientation at their discretion.

**Section 21.4 - Enforcement:**

In the event an employee due to his own negligence, fails to apply for or maintain his membership in ATU, ATU must give the Company notice of this fact and within five (5) days after receipt of such notice, remove said employee from service and shall continue to withhold said employee from service until notified by ATU that the employee is a member in good standing with ATU.

**Section 21.5 - Representation:**

It is mutually agreed that all matters covered by this Agreement shall be transacted between the properly accredited officers, agents, or representatives of the Company and the duly elected or appointed officers of the ATU.

**ARTICLE 22**  
**DUES CHECKOFF**

**Section 22.1 - Checkoff:**

Upon receipt by the Company of a Checkoff authorization in the form set forth in Section 23.4 of this Article, dated and executed by an employee, the Company shall deduct, from the wages owed such employee for the first payroll period ending in each calendar month following receipt of such Checkoff authorization (until such Checkoff authorization is revoked by the employee in accordance with the terms thereof), ATU's membership dues deduct from an employee's wages only that amount of money which the Secretary-Treasurer of ATU has entitled to the Company, in writing, is the amount of dues properly established by ATU in accordance with applicable law and ATU's constitution and bylaws, and required of all employees as condition of acquiring or retaining membership in ATU. The Company shall each month on or before the thirtieth (30<sup>th</sup>) day of the month, provide ATU a written statement containing the names of the employees from whose pay, and in what amount, such deductions have been made and shall simultaneously therewith rebate the total amount of such monthly deductions to ATU.

**Section 22.2 - Dues in Excess of Net Wages:**

If on any payroll period in which the Company is obligated to make such deductions pursuant to Section 21.1 of this Article, the wages owed an employee after deductions mandated by any governmental body or to reimburse the Company for advances against wages no less than the amount of money which the employee has authorized the Company to collect pursuant to Section 21.1 of this Article, the Company shall make no deductions on the wages owed the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee from that payroll period, from wages owed the employee for any future payroll period.

**Section 22.3 - Checkoff Authorization Form:**

The Company shall not deduct any money from an employee's wages pursuant to Section 23.1 of this Article, unless the Checkoff authorization executed by the employee conforms exactly to the form set forth below.

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**CHECKOFF AUTHORIZATION**

- a. Authority to Deduct: I hereby authorize MV Transportation, Inc. to deduct from wages owed to me for the first payroll period ending in each calendar month, and to forward to Amalgamated Transit Union Local 1027, the monthly membership dues uniformly required of all employees as a condition of acquiring or retaining membership in said Local 1027.
- b. Revocability of Authorization: This Checkoff Authorization shall be irrevocable for a period of one-year following my execution thereof, or until the expiration of any applicable collective bargaining agreement whichever occurs sooner. Thereafter, it shall be automatically renewed for successively one (1) year periods unless written notice of revocation of this Checkoff Authorization executed by me, is delivered to MV Transportation Inc.: (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating MV Transit Services, Inc. to honor the Checkoff Authorization, or (2) during any period when there is not a collective bargaining agreement in effect obligating MV Transportation, Inc. to honor the Checkoff Authorization. I voluntarily executed this Checkoff Authorization on \_\_\_\_\_, 20

**Section 22.4 - Indemnification of Company:**

The union shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, grievances, or other liability that arise out of or by reasons of activity taken by the Company pursuant to Article 22.

**ARTICLE 23**  
**TERM OF AGREEMENT**

**Section 23.1 - Effective Date:**

This Agreement shall be in full force and effect from July 1, 2016 through midnight June 30, 2019.

As of the date of ratification, all established past practices shall cease with the ratification of this agreement and revert to agreed upon contract language, or in accordance with existing MV Transportation policy.

**Section 23.2 - Renewal:**

It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 23.1. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section 23.1 to allow for a settlement to be reached.


IN WITNESS THERE OF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their hands.

**FOR THE COMPANY**

**FOR THE UNION**

**MV TRANSPORTATION, INC.**

**ATU Local 1027**

  
\_\_\_\_\_

  
\_\_\_\_\_

**DATE: 5/12/2017**

**DATE: 5-15-17**

**Patrick Domholdt**  
**Director of Labor Relations**

**Rick Steitz**  
**President**

**ATTACHMENT “A”**

**MEMORANDUM OF UNDERSTANDING  
MV EMPLOYEE HANDBOOK &  
DRIVE-CAM POLICY**

**MV Employee Handbook**

The parties agree to utilize the current MV Employee Handbook (2016 version), Code of Conduct, and Drug & Alcohol Policy as amended during the 2016-17 negotiations as the accepted and agreed upon policies in effect at time of Tulare ratification for both Hanford and Tulare collective bargaining agreements. Future changes to the MV Employee Handbook shall be implemented in accordance with the current collective bargaining agreement.

1. Amendments to the MV Employee Handbook.

All Handbook sections apply with the following exceptions:

- Employment Categories – pgs. 8-9
- Overtime – pg. 11
- Rest and Meal Periods – pg. 13
- Travel Time – pg. 13
- Attendance & Punctuality – pgs. 13-16
- Workers Compensation – EE Handbook and Drug & Alcohol policy will comply with California State Law and FTA regulations concerning drug testing as a result of an on the job injury
- Jury Duty – pg. 24
- Anti-Fraternization Policy – pg. 26
- Social Media Policy – pgs. 28-30
- Discipline – pgs. 32-35
- Employee Personnel File – Subject to Section 4.1(c), California Labor Code Section 1198.5, and any other applicable local ordinance



**MV is currently negotiating an extension to this Collective Bargaining Agreement**

**WAGES AND FRINGE BENEFITS  
FOR  
MV Transportation's City of Dinuba ADA Paratransit**

**IMPORTANT NOTE AND DISCLAIMER**

The wages and benefits paid to certain employees (full and regular part time dispatchers and drivers) of the City of Dinuba operations are governed by a collective bargaining agreement (CBA) between MV and the Amalgamated Transit Union, Local 1027.

Two supporting documents:

- 1) Signed CBA – file name: 0062 Hanford-Dinuba CBA 10.30.2016-06.30.2019
- 2) Extended CBA – file name: 0090 0062 Tulare Hanford Extension Agreements 07.01.2019-06.30.2023

**DISPATCH and DRIVERS (Non-Exempt, Bargained Employees-Union)**

**HOLIDAYS:** Full time employees, are eligible for six paid holidays to include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**PAID TIME OFF:**

All full-time employees shall receive, after one (1) year continuous full-time employment, a paid vacation as further detailed in this Article.

<b><u>Time Period</u></b>	<b><u>Accrual Per Pay Period (Hours)</u></b>	<b><u>Yearly Total (Hours)</u></b>
0-6 months	0	0
6-36 months	1.54	40.04
36 months plus	3.08	80.08

**SICK LEAVE:**

The Company shall provide sick leave benefits in accordance with the California Sick Leave Act.

**401K PLAN:**

Employees may contribute to a pre-tax retirement savings plan the first day of the month following thirty (30) calendar days of Company employment at their cost subject to the Plan Provisions.

**SAFETY BONUS:** All employees shall receive \$200.00 for each year with no unsafe acts or chargeable accidents. The safety bonus is payable on the next pay date after the employee's anniversary date of hire.

**HEALTH INSURANCE:**

The company agrees to maintain its' contribution to the existing health care coverage plan for all eligible employees.

The current Company contribution is a minimum and it reserves the right to increase its current contribution in order to maintain the Company contribution at or above the rate required to maintain compliance with the Affordable Care Act.

Effective July 1, 2018, the Company will contribute 95% of the total contribution rate for employee-only coverage for the Company's Core Low Cost Aetna Plan. The Company will maintain its existing contribution rates for all other plans and levels of coverage.

The monthly cost for the employee-only Blue Cross Blue Shield Savings plus is \$625.88, in 2022.

**Eligibility:**

Eligibility for the plan will be determined under the provisions of the Affordable Care Act, which is approximately 30 hours worked per week in the previous calendar year. Eligible employees and their families shall begin participation in a benefit plan on the first day of the month following sixty (60) calendar days of employment with the Company.

**Affordable Care Health Insurance Plans:**

Eligibility for the plan will be determined under the provisions of the Affordable Care Act, which is approximately 30 hours worked per week in the previous calendar year. All employees will be eligible to participate in the company's Affordable Care Health & Welfare Plans (Medical, Prescription Drug, Dental & Vision) first day of the month following sixty (60) calendar days of employment. These plans will be priced according to the "affordability" definition under the Affordable Care Act. All employee contributions must be made via payroll deductions, except in the case of Leave of Absence, when other arrangements may be made. The employee's coverage shall end as of the last day of the month in which he terminates from the company.

MV Transportation – City of Dinuba  
Bargained Dispatch, Driver, and Service Worker Wages as of 12/22/2021

ROLE	SENIORITY	STATUS	WAGE
DISPATCH	8/23/2018	FULL TIME	\$ 21.50
DRIVER	10/29/2018	FULL TIME	\$ 20.50
DRIVER	4/4/2016	FULL TIME	\$ 22.25
DISPATCH	2/7/2017	PART TIME	\$ 22.50
DRIVER	4/18/2011	FULL TIME	\$ 22.50
DRIVER	5/8/2017	FULL TIME	\$ 21.50
DRIVER	5/28/2018	FULL TIME	\$ 20.50

**CLERICAL, PROFESSIONAL AND CONFIDENTIAL EMPLOYEES, ROAD SUPERVISORS, DISPATCH SUPERVISORS, DRIVER DEVELOPMENT, SAFETY SUPERVISORS, MAINTENANCE SUPERVISORS, ADMINISTRATIVE ASSISTANTS, MECHANICS, GUARDS, AND SUPERVISORS BENEFITS (Non-Exempt, Non-Bargained-Non-Union)**

**MEDICAL:** The Company shall provide group health, group dental and group vision and make contributions toward these insurance plans for all qualified employees. For purposes, a “qualified Employee” is defined as an employee who is performing work approximately working an average of thirty (30) hours a week.

**VACATION PAY:** Employees working 70+ hours in a pay period accrue 1.54 hours per pay period after one year of employment. After three years accrual increases to 3.08 hours per pay period.

**SICK LEAVE:** 24 hours/year.

**PAID HOLIDAYS:** All employees are eligible for six (6) paid holidays.

**SUPPLEMENTAL VOLUNTARY BENEFITS:** Following 30 days of employment full time and part time employees are eligible to participate in company offered benefits for short term disability, accident care, and critical illness.

**FLEXIBLE SPENDING ACCOUNTS (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

**EMPLOYEE ASSISTANCE PROGRAM:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

**SUPPLEMENTAL LIFE, AD&D, AND DISABILITY**

**INSURANCE:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees. Employees are eligible effective on the 1st of the month following their waiting period.

**401 (k):** Employees are eligible to participate in the Company offered 401(k) program.

**MV Transportation – City of Dinuba  
Non- Exempt Non-Bargained Employees  
Wages as of 12/22/2021**

<b>ROLE</b>	<b>SENIORITY</b>	<b>STATUS</b>	<b>WAGE</b>
<b>ROAD SUPERVISOR</b>	<b>1/23/2017</b>	<b>FULL TIME</b>	<b>\$ 22.00</b>

**MV Transportation – City of Dinuba  
Bargained Dispatch, Driver, and Service Worker Benefits Participation**

Union				
	EE Count	Employee Costs	Employer Costs	Total Costs
<b>Medical/Rx - Health Savings Plus Pay Rates of \$7.25 - \$14.42</b>				
Employee only	0	\$31.29	\$594.59	\$625.88
Employee + Spouse	0	\$651.48	\$725.43	\$1,376.91
Employee + Child(ren)	0	\$553.95	\$572.62	\$1,126.57
Employee + Family	<u>0</u>	\$876.56	<u>\$1,001.04</u>	<u>\$1,877.60</u>
	0	\$0	\$0	
<b>Pay Rates of \$14.43 - \$16.83</b>				
Employee only	0	\$31.29	\$594.59	\$625.88
Employee + Spouse	0	\$727.48	\$649.43	\$1,376.91
Employee + Child(ren)	0	\$617.95	\$508.62	\$1,126.57
Employee + Family	<u>0</u>	\$976.56	<u>\$901.04</u>	<u>\$1,877.60</u>
	0	\$0	\$0	
<b>Pay Rates of \$16.84 +</b>				
Employee only	1	\$31.29	\$594.59	\$625.88
Employee + Spouse	0	\$801.48	\$575.43	\$1,376.91
Employee + Child(ren)	1	\$683.95	\$442.62	\$1,126.57
Employee + Family	<u>0</u>	\$1,076.56	<u>\$801.04</u>	<u>\$1,877.60</u>
	2	\$715	\$1,037	

Total monthly to MV: \$1,037

Total annual to MV: \$12,446

<b>Union</b>				
<b>EE</b>	<b>Employee</b>	<b>Employer</b>	<b>Total</b>	
<b>Count</b>	<b>Costs</b>	<b>Costs</b>	<b>Costs</b>	
<b>Medical/Rx - Buy Up PPO 1000</b>				
<b>Pay Rates of \$7.25 - \$14.42</b>				
Employee only	0	\$585.04	\$206.82	\$791.86
Employee + Spouse	0	\$1,509.90	\$232.20	\$1,742.10
Employee + Child(ren)	0	\$1,336.28	\$89.07	\$1,425.35
Employee + Family	<u>0</u>	<u>\$2,289.14</u>	<u>\$86.45</u>	<u>\$2,375.59</u>
	0	\$0	\$0	
<b>Pay Rates of \$14.43 - \$16.83</b>				
Employee only	0	\$643.04	\$148.82	\$791.86
Employee + Spouse	0	\$1,589.90	\$152.20	\$1,742.10
Employee + Child(ren)	0	\$1,425.35	\$0.00	\$1,425.35
Employee + Family	<u>0</u>	<u>\$2,369.14</u>	<u>\$6.45</u>	<u>\$2,375.59</u>
	0	\$0	\$0	
<b>Pay Rates of \$16.84 +</b>				
Employee only	0	\$695.04	\$96.82	\$791.86
Employee + Spouse	0	\$1,641.90	\$100.20	\$1,742.10
Employee + Child(ren)	0	\$1,425.35	\$0.00	\$1,425.35
Employee + Family	<u>0</u>	<u>\$2,375.59</u>	<u>\$0.00</u>	<u>\$2,375.59</u>
	0	\$0	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

Union				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Dental - Delta Dental PDP</b>				
Employee only	1	\$31.73	\$0.00	\$31.73
Employee + Spouse	0	\$68.30	\$0.00	68.30
Employee + Child(ren)	1	\$65.26	\$0.00	65.26
Employee + Family	<u>0</u>	<u>\$113.26</u>	<u>\$0.00</u>	<u>113.26</u>
	2	\$97	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

Union				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Dental - Delta Co-Pay</b>				
Employee only	0	\$12.22	\$0.00	\$12.22
Employee + Spouse	0	\$26.30	\$0.00	26.30
Employee + Child(ren)	0	\$25.12	\$0.00	25.12
Employee + Family	<u>0</u>	<u>\$43.60</u>	<u>\$0.00</u>	<u>43.60</u>
	0	\$0	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

Union				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Vision - VSP Vision Care</b>				
Employee only	1	\$5.60	\$0.00	\$5.60
Employee + Spouse	0	\$11.22	\$0.00	11.22
Employee + Child(ren)	1	\$11.99	\$0.00	11.99
Employee + Family	<u>0</u>	<u>\$19.17</u>	<u>\$0.00</u>	<u>19.17</u>
	2	\$18	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0



**MV Transportation – City of Dinuba  
Non- Exempt Non-Bargained Employees  
Benefits Participation**

The non-exempt employee does not participate in medical benefits program.

**MV is currently negotiating an extension to this Collective Bargaining Agreement**

**WAGES AND FRINGE BENEFITS  
FOR  
MV Transportation's City of Tulare, County of Tulare and City of Dinuba  
Mechanics and Parts Clerk.**

**IMPORTANT NOTE AND DISCLAIMER**

The wages and benefits paid to certain employees (full part time mechanics and parts clerks) of Company's operation at 525 N. Cain Street, are governed by a collective bargaining agreement (CBA) between MV and the Teamsters Local 517.

Supporting Document:

CBA – file named: 062 070 115 Visalia Tulare TCAI and IBT517 CBA 12.1.2017-11.30.2023

**MECHANICS AND PARTS CLERK (Non-Exempt, Bargained Employees-Union)**

**BEREAVEMENT:**

A non-probationary employee assigned to a classification covered by this agreement shall upon request, be granted up to three (3) days with pay for the Bereavement due to the death of an immediate family member. If the death of an immediate family member occurs out of state, the non-probationary employee will be entitled to two (2) additional paid days off. The company shall have the right to require proof of death of the relative.

**UNIFORMS:** The Company will provide eleven (11) sets of uniforms and one coat (beginning January 2019) to each eligible Maintenance Department employee. Employees will be held responsible for documented shortages. Company supplied uniforms are required to be worn during scheduled working hours. In addition, the Company shall provide all mechanics an annual boot/uniform allowance of two hundred dollars (\$200) to be used at the employee's discretion for additional uniform items or work boots.

**HOLIDAYS:** Full time employees, are eligible for eight paid holidays to include: New Year's Day, Martin Luther King's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Employee Birthday.

**PAID TIME OFF:**

A full-time employee covered by this Agreement shall be eligible to take vacation according to the following accrual schedule:

Time Period	Accrual Per Month	Yearly Total (Hours)
-------------	-------------------	----------------------

After 1 year of service	3.33	40.00
After 2 years of service	4	48.00
After 3 years of service	7.33	88.00
After 7 years of service	10.66	128.00

**SICK LEAVE:**

Beginning June 15, 2018, all employees shall receive three (3) days (twenty-four hours) per year for use after ninety (90) days of employment with the Company. Beginning January 1, 2019, the sick leave bank will be restored on the employee's anniversary date and restored on the anniversary date thereafter. Sick Days shall be (8) hours pay at the straight time wage rate for the employee. Sick Days shall not count as hours worked for any purpose listed in this Agreement – including, but not limited to, overtime or paid time off accrual. These three days of sick leave shall be considered excused absences. Sick leave shall not be carried over from year to year and shall not be available for cash out.

**401 (k):** After thirty (30) days of continuous employment, the Company will match \$.10 for every \$1 that the employee defers on the first 6% of the employee's pay. The Company 401(k) has a 5 year vesting period requirement for 100% all Company contributions.

Beginning June 15, 2018 and after thirty (30) days of continuous employment, the Company will match \$.25 for every \$1 that the employee defers on the first 6% of the employee's pay. The Company 401(k) has a 5 year vesting period requirement for 100% all Company contributions.

**JURY DUTY:** An employee reporting to jury duty shall be entitled to up to 8 hours of jury duty pay for each day served, to a maximum of five (5) days. Jury duty pay will be paid at the employees basic hourly rate, and shall not counted as hours worked for the calculation of overtime. Employees serving jury duty shall provide written verification from the court of actual jury service. Jury duty pay shall not exceed 40 hours per year.

**LIFE INSURANCE:** The Company will provide a life insurance policy in the amount of ten thousand (10,000) dollars for all employees. The employee must have a signed beneficiary form on file.

**HEALTH INSURANCE:**

Health Insurance – Designation of plans. On the first day of the month following sixty (60) days of employment, the Company will offer group Health, Dental and Vision benefits to all qualified employees covered by this agreement. The level of benefits shall be maintained throughout the life of the contract. The Company shall have the right to pursue other medical/dental/vision plans. Notification of plan changes shall be provided to the union not less than 30 days before implementation the new plan/s.

Section 25.2. Qualified Employee Defined. A qualified employee shall:

- a) be a current, active employee
- b) have completed sixty (60) days of continuous employment with the Company
- c) regularly work an average of thirty (30) hours per week as calculated under the terms of the Patient Protection and Affordable Care Act (PPACA).

Section 25.3 – Contributions.

The Company shall make contributions in accordance with the table below. Contributions shall be made monthly toward the health insurance coverage for each qualified employee enrolled in a Company provided plan. The employee shall pay the balance of the premium through payroll deduction. There shall be no pay in lieu of benefits should an employee decide to decline any Company provided benefit/s. The Company shall have the right to contribute at a level above those stated in this Article in order to remain in compliance with the terms of the PPACA.

The maximum monthly company contribution towards a Company offered plan shall be as follows:

The Company shall contribute up to \$400.00 per month.

CURRENT	2019	2020
\$400.00	\$500.00	\$550.00

Beginning January 1, 2021, there shall be a 80/20 ER/EE split for all medical insurance plans offered by the Company for all categories (i.e. EE only, EE+1, Family).

The company shall continue to offer dental and vision coverage to employee's and their dependents at employee expense.

MV Transportation – City of Tulare, County of Tulare and Dinuba  
 Mechanics and Parts Clerk Wages as of 12/22/2021

MV Transportation – City of Tulare  
 Wages as of 12/22/2021

<b>ROLE</b>	<b>SENIORITY</b>	<b>STATUS</b>	<b>WAGE</b>
MAINT.	8/13/2012	FULLTIME	\$ 32.00
MAINT.	12/11/2020	FULLTIME	\$ 30.00
MAINT.	9/1/2021	FULLTIME	\$ 30.00

MV Transportation – County of Tulare  
 Wages as of 12/22/2021

<b>ROLE</b>	<b>SENIORITY</b>	<b>STATUS</b>	<b>WAGE</b>
Auto Tech A	12/1/2009	Regular Full-Time	34.00
Auto Tech B	4/2/2012	Regular Full-Time	32.00
Auto Tech B	3/7/2017	Regular Full-Time	32.00
Auto Tech C	1/14/2019	Regular Full-Time	30.00
Parts Clerk	6/29/2009	Regular Full-Time	17.50

**City of Tulare  
Bargained Mechanics Benefit Participation**

<b>Union Mechanics</b>				
<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>	
<b>Medical - Open Choice PPO</b>				
Employee only	0	\$76.97	\$436.16	\$513.13
Employee + Spouse	0	\$338.66	\$790.22	1,128.88
Employee + Child(ren)	0	\$184.73	\$738.90	923.63
Employee + Family	<u>0</u>	\$384.84	\$1,154.54	<u>1,539.38</u>
	0	\$0	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

<b>Union Mechanics</b>				
<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>	
<b>Medical - Health Savings Plus</b>				
Employee only	3	\$125.18	\$500.70	\$625.88
Employee + Spouse	0	\$275.38	\$1,101.53	1,376.91
Employee + Child(ren)	0	\$225.31	\$901.26	1,126.57
Employee + Family	<u>0</u>	\$375.52	\$1,502.08	<u>1,877.60</u>
	3	\$376	\$1,502	

Total monthly to MV: \$1,502  
Total annual to MV: \$18,025

<b>Union Mechanics</b>				
<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>	
<b>Medical - Buy Up PPO 500</b>				
Employee only	0	\$173.84	\$695.37	\$869.21
Employee + Spouse	0	\$382.45	\$1,529.81	1,912.26
Employee + Child(ren)	0	\$312.92	\$1,251.66	1,564.58
Employee + Family	<u>0</u>	\$521.52	\$2,086.10	<u>2,607.62</u>
	0	\$0	\$0	

Total monthly to MV: \$0

Total annual to MV: \$0

<b>Union Mechanics</b>				
<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>	
<b>Medical - Kaiser CA</b>				
Employee only	0	\$183.73	\$734.92	\$918.65
Employee + Spouse	0	\$404.20	\$1,616.82	2,021.02
Employee + Child(ren)	0	\$367.46	\$1,469.83	1,837.29
Employee + Family	<u>0</u>	\$551.19	\$2,204.75	<u>2,755.94</u>
	0	\$0	\$0	

Total monthly to MV: \$0

Total annual to MV: \$0

<b>Union Mechanics</b>				
	<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>
	<b>Dental - Delta Dental Co-Pay</b>			
Employee only	2	\$12.22	\$0.00	\$12.22
Employee + Spouse	0	\$26.30	\$0.00	26.30
Employee + Child(ren)	0	\$25.12	\$0.00	25.12
Employee + Family	<u>0</u>	<u>\$43.60</u>	<u>\$0.00</u>	<u>43.60</u>
	2	\$24	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

<b>Union Mechanics</b>				
	<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>
	<b>Dental - Delta Dental PDP</b>			
Employee only	1	\$31.73	\$0.00	\$31.73
Employee + Spouse	0	\$68.30	\$0.00	68.30
Employee + Child(ren)	0	\$65.26	\$0.00	65.26
Employee + Family	<u>0</u>	<u>\$113.26</u>	<u>\$0.00</u>	<u>113.26</u>
	1	\$32	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

<b>Union Mechanics</b>				
	<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>
	<b>Vision - VSP</b>			
Employee only	3	\$5.60	\$0.00	\$5.60
Employee + Spouse	0	\$11.22	\$0.00	11.22
Employee + Child(ren)	0	\$11.99	\$0.00	11.99
Employee + Family	<u>0</u>	<u>\$19.17</u>	<u>\$0.00</u>	<u>19.17</u>
	3	\$17	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0



**County of Tulare**  
**Bargained Mechanics and Parks Clerk Benefit Participation**

Union Mechanics				
	EE Count	Employee Costs	Employer Costs	Total Costs
	<b>Medical - Open Choice PPO</b>			
Employee only	0	\$76.97	\$436.16	\$513.13
Employee + Spouse	0	\$338.66	\$790.22	1,128.88
Employee + Child(ren)	0	\$184.73	\$738.90	923.63
Employee + Family	<u>0</u>	\$384.84	\$1,154.54	<u>1,539.38</u>
	0	\$0	\$0	

Total monthly to MV: \$0

Total annual to MV: \$0

Union Mechanics				
	EE Count	Employee Costs	Employer Costs	Total Costs
	<b>Medical - Health Savings Plus</b>			
Employee only	0	\$125.18	\$500.70	\$625.88
Employee + Spouse	0	\$275.38	\$1,101.53	1,376.91
Employee + Child(ren)	0	\$225.31	\$901.26	1,126.57
Employee + Family	<u>0</u>	\$375.52	\$1,502.08	<u>1,877.60</u>
	0	\$0	\$0	

Total monthly to MV: \$0

Total annual to MV: \$0

<b>Union Mechanics</b>				
<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>	
<b>Medical - Buy Up PPO 500</b>				
Employee only	0	\$173.84	\$695.37	\$869.21
Employee + Spouse	0	\$382.45	\$1,529.81	1,912.26
Employee + Child(ren)	0	\$312.92	\$1,251.66	1,564.58
Employee + Family	<u>0</u>	\$521.52	\$2,086.10	<u>2,607.62</u>
	0	\$0	\$0	

Total monthly to MV: \$0

Total annual to MV: \$0

<b>Union Mechanics</b>				
<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>	
<b>Medical - Kaiser CA</b>				
Employee only	1	\$183.73	\$734.92	\$918.65
Employee + Spouse	0	\$404.20	\$1,616.82	2,021.02
Employee + Child(ren)	0	\$367.46	\$1,469.83	1,837.29
Employee + Family	<u>0</u>	\$551.19	\$2,204.75	<u>2,755.94</u>
	1	\$184	\$735	

Total monthly to MV: \$735

Total annual to MV: \$8,819

Union Mechanics				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Dental - Delta Dental Co-Pay</b>				
Employee only	0	\$12.22	\$0.00	\$12.22
Employee + Spouse	0	\$26.30	\$0.00	26.30
Employee + Child(ren)	0	\$25.12	\$0.00	25.12
Employee + Family	<u>1</u>	<u>\$43.60</u>	<u>\$0.00</u>	<u>43.60</u>
	1	\$44	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

Union Mechanics				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Dental - Delta Dental PDP</b>				
Employee only	2	\$31.73	\$0.00	\$31.73
Employee + Spouse	0	\$68.30	\$0.00	68.30
Employee + Child(ren)	0	\$65.26	\$0.00	65.26
Employee + Family	<u>1</u>	<u>\$113.26</u>	<u>\$0.00</u>	<u>113.26</u>
	3	\$177	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

Union Mechanics				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Vision - VSP</b>				
Employee only	2	\$5.60	\$0.00	\$5.60
Employee + Spouse	0	\$11.22	\$0.00	11.22
Employee + Child(ren)	0	\$11.99	\$0.00	11.99
Employee + Family	<u>2</u>	<u>\$19.17</u>	<u>\$0.00</u>	<u>19.17</u>
	4	\$50	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0



**MV is currently negotiating an extension to this Collective Bargaining Agreement**

**WAGES AND FRINGE BENEFITS  
FOR  
MV Transportation's City of Tulare Commuter Route, Local  
Route/Circulator and ADA paratransit**

**IMPORTANT NOTE AND DISCLAIMER**

The wages and benefits paid to certain employees (full and regular part time dispatchers, drivers, and service workers) of the City of Tulare operations are governed by a collective bargaining agreement (CBA) between MV and the Amalgamated Transit Union, Local 1027.

Three supporting documents:

- 1) Signed CBA – file name: 0090 Tulare CBA Drivers Dispatchers Utility 07.01.2016-06.30.2019
- 2) Extended CBA – file name: 0090 0062 Tulare Hanford Extension Agreements 07.01.2019-06.30.2023

**DISPATCH, DRIVERS, AND SERVICE WORKERS (Non-Exempt, Bargained Employees-Union)**

**UNIFORMS:** The Company shall supply uniforms when required by the customer as such:

Drivers Uniforms: The Company shall supply drivers with uniforms. The company will supply: 3 pants and 5 shirts. The employee shall be responsible for uniform cleaning and care. Lost or missing uniforms shall be replaced at the expense of the driver. Driver uniforms will be replaced due to normal wear and tear, it being understood the uniforms being replaced must be returned to the Company.

Alterations: Employees shall receive up to \$22.00 for alterations to their initial uniform allotment. Employees must provide a receipt for all alterations performed.

**HOLIDAYS:** Full time employees, are eligible for nine paid holidays to include: New Year's Day, Martin Luther King Jr. Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

**PAID TIME OFF:**

All full-time employees shall receive, after one (1) year continuous full-time employment, a paid vacation as described below:

<b>Time Period</b>	<b>Accrual Per Pay Period (Hours)</b>	<b>Yearly Total (Hours)</b>
0-12 months	1.5385	40.00
13-48 months	3.0769	80.00
49-72 months	4.6154	120.00
73 months plus	6.1538	160.00

**SICK LEAVE:** All employees shall receive 6 hours per month in paid sick leave.

**401K PLAN:** Employees may contribute to a pre-tax retirement savings plan after 6 months of Company employment. The company shall contribute 10% of the first 1 % of the employee's hourly rate for all hours worked to a 401 (k) Plan.

**SAFETY BONUS:** All employees shall receive \$200.00 for each year with no unsafe acts or chargeable accidents. The safety bonus is payable on the next pay date after the employee's anniversary date of hire.

**LIFE INSURANCE:** The Company will provide all employees \$5000 survivor death benefit at no cost to the employee. Beneficiary form must be on file with the Company.

**HEALTH INSURANCE:** The company agrees to maintain its' contribution to the existing health care coverage plan for all full-time employees. Effective January 1, 2018, the Company will contribute a maximum of \$575.00 per month per full time employee toward the health care plan.

**DENTAL INSURANCE:** Effective July 1, 2015, the Company agrees to contribute an amount of up to \$36.00 per month toward dental insurance for eligible full-time employees.

**VISION INSURANCE:** Effective July 1, 2013, the Company shall contribute up to \$16.00 per month towards the cost of the employee's vision insurance.

**AFFORDABLE HEALTH CARE PLANS:** In addition to the previous health care coverage, the Company will also offer the following Affordable Care medical plans as follows:

- The Aetna High Deductible Plan
- The Aetna Buy-up Plan PPO

All non-probationary full-time employees will be eligible to participate in the company's Affordable Care Health & Welfare Plans (Medical, Prescription Drug, Dental & Vision) on the 1st of the month following sixty (60) days of full-time employment. The company will contribute \$150.00 per month to the cost of medical/prescription drug coverage. Employees will have the option to participate in Dental, Vision, Life and

Disability products at group rates at their own cost. All employee contributions must be made via payroll deductions, except in the case of Leave of Absence, when other arrangements may be made. The employee's coverage shall end as of the last day of the month in which he terminates from the company.

**MV Transportation – City of Tulare  
Bargained Dispatch, Driver, and Service Worker Wages as of 12/22/2021**

<b>ROLE</b>	<b>SENIORITY</b>	<b>STATUS</b>	<b>WAGE</b>
DRIVER	6/27/2004	FULLTIME	\$ 22.50
DRIVER	6/27/2004	FULLTIME	\$ 22.50
DRIVER	7/8/2004	FULLTIME	\$ 22.50
DRIVER	6/1/2005	FULLTIME	\$ 22.50
DRIVER	5/22/2009	FULLTIME	\$ 22.50
DRIVER	5/22/2009	FULLTIME	\$ 22.50
DRIVER	2/20/2012	FULLTIME	\$ 22.50
DRIVER	3/26/2013	FULLTIME	\$ 22.50
DRIVER	2/26/2013	FULLTIME	\$ 22.50
DRIVER	2/12/2013	FULLTIME	\$ 22.50
DRIVER	5/13/2014	FULLTIME	\$ 22.50
DRIVER	1/9/2015	FULLTIME	\$ 22.50
DRIVER	3/26/2015	FULLTIME	\$ 22.50
DRIVER	4/25/2015	FULLTIME	\$ 22.50
DRIVER	4/4/2016	FULLTIME	\$ 22.25
DRIVER	9/28/2016	FULLTIME	\$ 22.50
DRIVER	3/7/2017	FULLTIME	\$ 21.50
DRIVER	6/19/2017	FULLTIME	\$ 21.50
DRIVER	4/28/2019	FULLTIME	\$ 19.25
DRIVER	10/3/2019	FULLTIME	\$ 19.25
DRIVER	4/23/2021	FULLTIME	\$ 18.00
DRIVER	6/13/2021	FULLTIME	\$ 18.00
DRIVER	9/17/2021	FULLTIME	\$ 18.00
DRIVER	12/13/2021	PARTIME	\$ 18.00
DRIVER	12/13/2021	PARTIME	\$ 18.00
SERVICE WORKER	4/21/2005	FULLTIME	\$ 16.08
SERVICE WORKER	11/17/2021	FULLTIME	\$ 16.08
DISPATCH	6/27/2004	FULLTIME	\$ 23.50
DISPATCH	5/25/2011	FULLTIME	\$ 23.50
DISPATCH	8/10/2012	FULLTIME	\$ 23.50



**MECHANICS, DISPATCH SUPERVISORS, DRIVER DEVELOPMENT, SAFETY SUPERVISOR, ADMINISTRATIVE ASSISTANTS, CLERKS, GUARDS AND SUPERVISORS BENEFITS (Non-Exempt, Non-Bargained-Non-Union)**

**MEDICAL:** The Company shall provide group health, group dental and group vision and make contributions toward these insurance plans for all qualified employees. For purposes, a “qualified Employee” is defined as an employee who is performing work approximately working an average of thirty (30) hours a week.

**VACATION PAY:** Employees working 70+ hours in a pay period accrue 1.54 hours per pay period after one year of employment. After three years accrual increases to 3.08 hours per pay period.

**SICK LEAVE:** 24 hours/year.

**PAID HOLIDAYS:** All employees are eligible for six (6) paid holidays.

**SUPPLEMENTAL VOLUNTARY BENEFITS:** Following 30 days of employment full time and part time employees are eligible to participate in company offered benefits for short term disability, accident care, and critical illness.

**FLEXIBLE SPENDING ACCOUNTS (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

**EMPLOYEE ASSISTANCE PROGRAM:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

**SUPPLEMENTAL LIFE, AD&D, AND DISABILITY**

**INSURANCE:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees. Employees are eligible effective on the 1st of the month following their waiting period.

**401 (k):** Employees are eligible to participate in the Company offered 401(k) program.

MV Transportation – City of Tulare  
Non- Exempt Non-Bargained Employees  
Wages as of 01/20/2021

<b>ROLE</b>	<b>SENIORITY</b>	<b>STATUS</b>	<b>WAGE</b>
ROAD SUPERVISOR	1/20/2022	FULLTIME	\$22.00

**Medical Benefits Participation  
Bargained Employees, Drivers, Dispatch and Utility Workers**

<b>2022</b>				
<b>ATU-1027</b>				
<b>Medical/Rx - Health Savings Plus</b>				
<b>Salary Band by Hrly Pay Rate</b>	<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Cost</b>
\$7.25 - \$9.61	0	90.57	535.31	625.88
\$9.62 - \$12.82	0	120.18	505.70	625.88
\$12.83 - \$16.02	0	160.29	465.59	625.88
\$16.03 - \$19.23	0	200.26	425.62	625.88
\$19.24 - \$22.43	0	240.37	385.51	625.88
\$22.44 - \$25.64	1	280.34	345.54	625.88
\$25.65 - \$28.84	0	320.45	305.43	625.88
\$28.85 +	0	360.42	265.46	625.88
	1	280.34	345.54	

Total monthly to MV: \$346

Total annual to MV: \$4,146

<b>ATU-1027</b>				
<b>Medical/Rx - Buy Up PPO Union 500</b>				
<b>Salary Band by Hrly Pay Rate</b>	<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Cost</b>
\$7.25 - \$9.61	0	373.91	535.31	909.22
\$9.62 - \$12.82	0	403.52	505.70	909.22
\$12.83 - \$16.02	0	443.63	465.59	909.22
\$16.03 - \$19.23	0	483.60	425.62	909.22
\$19.24 - \$22.43	0	523.71	385.51	909.22
\$22.44 - \$25.64	0	563.68	345.54	909.22
\$25.65 - \$28.84	0	603.79	305.43	909.22
\$28.85 +	0	643.76	265.46	909.22
	0	0.00	0.00	

Total monthly to MV: \$0

Total annual to MV: \$0

Union				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Medical - Kaiser CA Union Plan</b>				
Employee only	13	\$343.65	\$575.00	\$918.65
Employee + Spouse	0	\$1,446.02	\$575.00	2,021.02
Employee + Child(ren)	0	\$1,262.29	\$575.00	1,837.29
Employee + Family	0	\$2,180.94	\$575.00	2,755.94
	13	\$4,467	\$7,475	

Total monthly to MV: \$7,475  
Total annual to MV: \$89,700

Union				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Medical - Select Plan</b>				
Employee only	0	\$435.52	\$575.00	\$1,010.52
Employee + Spouse	0	\$1,648.14	\$575.00	2,223.14
Employee + Child(ren)	0	\$1,243.93	\$575.00	1,818.93
Employee + Family	0	\$2,456.55	\$575.00	3,031.55
	0	\$0	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

Union				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Medical - Affordable Choice</b>				
Employee only	2	\$281.59	\$575.00	\$856.59
Employee + Spouse	0	\$1,309.50	\$575.00	1,884.50
Employee + Child(ren)	0	\$966.87	\$575.00	1,541.87
Employee + Family	0	\$1,994.77	\$575.00	2,569.77
	2	\$563	\$1,150	

Total monthly to MV: \$1,150  
Total annual to MV: \$13,800

<b>Union</b>				
	<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>
<b>Dental - Delta Co-Pay</b>				
Employee only	4	\$0.00	\$12.22	\$12.22
Employee + Spouse	1	\$0.00	\$26.30	26.30
Employee + Child(ren)	1	\$0.00	\$25.12	25.12
Employee + Family	<u>0</u>	\$7.60	\$36.00	<u>43.60</u>
	6	\$0	\$100	

Total monthly to MV: \$100

Total annual to MV: \$1,204

<b>Union</b>				
	<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>
<b>Dental - Delta PPO</b>				
Employee only	12	\$0.00	\$31.73	\$31.73
Employee + Spouse	1	\$32.30	\$36.00	68.30
Employee + Child(ren)	1	\$29.26	\$36.00	65.26
Employee + Family	<u>3</u>	\$77.26	\$36.00	<u>113.26</u>
	17	\$293	\$561	

Total monthly to MV: \$561

Total annual to MV: \$6,729

<b>Union</b>				
	<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>
<b>Vision - VSP Vision Care</b>				
Employee only	17	\$0.00	\$5.60	\$5.60
Employee + Spouse	2	\$0.00	\$11.22	11.22
Employee + Child(ren)	0	\$0.00	\$11.99	11.99
Employee + Family	<u>5</u>	\$3.17	<u>\$16.00</u>	<u>19.17</u>
	24	\$16	\$198	

Total monthly to MV: \$198  
Total annual to MV: \$2,372

**Medical Benefits Participation**  
**Non-Exempt Non-Bargained Employees, Road Supervisor**

This individual does not participate in medical, dental or vision coverage.

**MV is currently negotiating an extension to this Collective Bargaining Agreement**

**WAGES AND FRINGE BENEFITS  
FOR  
MV Transportation's County of Tulare commuter route, ADA paratransit  
and LOOP.**

**IMPORTANT NOTE AND DISCLAIMER**

The wages and benefits paid to certain employees (full part time drivers, dial-a-ride driver, utility workers, road supervisors and dispatch/reservationists) of the County of Tulare operations are governed by a collective bargaining agreement (CBA) between MV and the Teamsters Local 517.

Supporting Document:

CBA – file named: 070 115 Visalia TCAT – Driver Dispatch Utility – 12.1.2017 – 6.30.2023 Final with SEKI Addendum

**DRIVERS, DIAL-A-RIDE DRIVERS, UTILITY WORKERS, ROAD SUPERVISORS AND DISPATCH/RESERVATIONISTS (Non-Exempt, Bargained Employees-Union)**

**BEREAVEMENT:**

A non-probationary employee assigned to a classification covered by this agreement shall upon request, be granted up to three (3) days with pay for the Bereavement due to the death of an immediate family member. If the death of an immediate family member occurs out of State the non-probationary employee will be entitled to five (5) days with pay. The company shall have the right to require proof of death of the relative.

The company defines "immediate family" as the employee's spouse or registered domestic partner if pre-designated, including a partner of the same sex, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse, grandparents or grandchildren and step-parents.

**UNIFORMS:** The Company shall supply drivers with uniforms. The company will supply: 3 pants and 6 shirts. The employee shall ask for replacement uniform when uniform shows extensive wear, tears or stains.

**HOLIDAYS:** Full time employees, are eligible for eight paid holidays to include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Jr, Day, and Employee Birthday.

**PAID TIME OFF:**



All full-time, non-probationary employee shall be accruing and be able to take vacation according to the following schedule:

Time Period	Accrual Per Pay Period	Yearly Total (Hours)
Completion of probation to 12	2.0	40.00
13-60 months	3.08	80.00
61-120 months	4.62	120.00
120 month plus	5.38	140.00

**SICK LEAVE:** Beginning June 15, 2018, all employees shall receive three (3) days (twenty-four hours) per year for use after ninety (90) days of employment with the Company. Beginning January 1, 2019, the sick leave bank will be restored on the employee's anniversary date and then distributed on the employee's anniversary date thereafter. Sick Days shall be (8) hours pay at the straight time wage rate for the employee. Sick Days shall not count as hours worked for any purpose listed in this Agreement – including, but not limited to, overtime or paid time off accrual. These three days of sick leave shall be considered excused absences. Sick leave shall not be carried over from year to year and shall not be available for cash out.

**TEAMSTERS PENSION:** Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund the sum of ten cents (10¢) for each hour for which compensation is paid to all employees. Said amounts to be computed monthly for each employee covered by the terms of this Agreement. Holidays and vacation shall be considered time worked.

**PERFECT ATTENDANCE:** Any employee having perfect attendance during a particular year shall receive a bonus of \$150.00 on the first pay period of the following year.

**JURY DUTY:** Any employee receiving notification to report for jury duty shall immediately notify the Company. Any employee who is required to report to jury duty, who submits proof of a summons to appear for jury duty and submits proof of attendance, shall receive jury duty pay for any time missed from the employee's regular work shift. Jury duty pay shall be determined by subtracting the total number of payroll hours the employee receives (inclusive of paid vacation, sick leave and holiday) without jury duty pay during the pay period in which jury duty occurs from the total number of hours the employee would have received had the employee worked their normal bid shift during the same payroll period in which jury duty occurs. In no event shall total jury duty pay for any employee exceed 40 hours per year. Notwithstanding any other provision of this Article, an employee shall not be entitled to jury duty pay if any one of the following occurs: a) The employee fails to complete any and all scheduled work during the pay period in which jury duty occurs, including any portion of any shift, other than by reason of vacation, holiday or paid sick leave.

**LIFE INSURANCE:** The Company will provide a life insurance policy in the amount of ten thousand (10,000) dollars for all employees. The employee must have a signed beneficiary form on file.

## **HEALTH INSURANCE:**

### **Section 1 - Designation of Plans:**

The Company will offer group Health, Dental and Vision benefits to all qualified employees covered by this agreement. The level of benefits shall be maintained throughout the life of the contract. It is agreed to by the parties that the union may shop for better or more economical health insurance options during the term on this agreement. Implementation of any new plan will only occur by mutual agreement of the parties.

### **Section 2 - Qualified Employee Defined:**

A qualified employee shall:

- A. Employees shall become qualified to participate in the plan as defined in this Article on the first (1st) day of the month following sixty (60) days of employment with the Company.
  
- B. For purposes of this section a "Qualified Employee" is defined as an employee who is performing work covered by the terms of this Agreement and who is working an average of thirty (30) hours a week as calculated under the terms of the PPACA.
  
- C. The parties agree that initial eligibility under the Trust for each Qualified Employee shall be provided in accordance with the provisions of the ACA.

### **Section 3 - CONTRIBUTIONS**

The company shall make a contribution each month toward the Medical insurance coverage for each qualified employee enrolled in the plan in accordance with the table below. The Company may contribute more than the amounts in the table below in order to remain in compliance with the affordability provisions of the PPACA. The employee shall pay the balance of the premium through payroll deduction.

Current premium is \$550 per month.

Beginning January 1, 2021, there shall be a 80/20 ER/EE split for all medical insurance plans offered by the Company for all categories (i.e. EE only, EE+I, Family).

**MV Transportation – County of Tulare**  
**Drivers, Dial-a-ride Driver, Utility Workers, Road Supervisors and**  
**Dispatch/Reservationists Wages as of 12/22/2021**

<b>Position</b>	<b>Seniority Date</b>	<b>Status</b>	<b>Pay Rate</b>
Road Supvr	6/7/2010	Regular Full-Time	24.00
Road Supvr	4/20/2021	Regular Part-Time	19.50
Driver	9/9/2006	Work Comp Injury Leave-Elig	22.50
Driver	9/9/2006	Regular Full-Time	22.50
Driver	9/9/2006	Regular Full-Time	22.50
Driver	10/6/2008	Regular Full-Time	22.50
Driver	4/22/2009	Regular Full-Time	22.50
Driver	12/1/2009	Regular Full-Time	22.50
Driver	11/8/2010	Regular Full-Time	22.50
Driver	4/4/2011	Regular Full-Time	22.50
Driver	2/6/2012	Regular Full-Time	22.50
Driver	2/12/2013	Regular Full-Time	22.50
Driver	5/26/2014	Regular Full-Time	22.50
Driver	6/16/2014	Regular Full-Time	22.50
Driver	10/8/2014	Regular Full-Time	22.50
Driver	4/27/2015	Regular Full-Time	22.50
Driver	10/10/2015	Regular Part-Time	22.50
Driver	9/7/2016	Regular Full-Time	21.50
Driver	9/27/2016	Regular Full-Time	21.50
Driver	3/21/2017	Regular Full-Time	21.50
Driver	5/15/2017	Regular Full-Time	21.50
Driver	8/25/2017	Regular Full-Time	21.50
Driver	9/15/2017	Regular Full-Time	22.50
Driver	8/31/2018	Regular Full-Time	19.25
Driver	1/21/2019	PT Work Comp Injury Leave-NElg	18.50
Driver	11/18/2019	Regular Part-Time	18.50
Driver	6/25/2020	Regular Part-Time	18.50
Driver	6/24/2021	Regular Part-Time	18.00
Driver	7/1/2021	Regular Full-Time	22.50
Driver	12/10/2021	Regular Part-Time	18.00
Dispatcher	1/2/2012	LOA w/o Pay & not Elg Benefits	23.50
Dispatcher	5/20/2014	Regular Full-Time	23.50
Dispatcher	11/25/2016	Regular Part-Time	23.25
Dispatcher	6/7/2021	Regular Part-Time	23.50
Utility Worker	9/30/2021	Regular Full-Time	16.08
Utility Worker	11/23/2021	Regular Full-Time	16.08

MV Transportation – County of Tulare  
 Drivers, Dial-a-ride Driver, Utility Workers, Road Supervisors and  
 Dispatch/Reservationists Benefits Participation

Union Drivers			
EE Count	Employee Costs	Employer Costs	Total Costs
<b>Medical - Open Choice PPO</b>			
Employee only	2	\$76.97	\$436.16
Employee + Spouse	0	\$338.66	\$790.22
Employee + Child(ren)	1	\$184.73	\$738.90
Employee + Family	<u>0</u>	\$384.84	\$1,154.54
	3	\$339	<u>\$1,611</u>

Total monthly to MV: \$1,611

Total annual to MV: \$19,335

Union Drivers			
EE Count	Employee Costs	Employer Costs	Total Costs
<b>Medical - Health Savings Plus</b>			
Employee only	1	\$125.18	\$500.70
Employee + Spouse	0	\$275.38	\$1,101.53
Employee + Child(ren)	0	\$225.31	\$901.26
Employee + Family	<u>0</u>	\$375.52	\$1,502.08
	1	\$125	<u>\$501</u>

Total monthly to MV: \$501

Total annual to MV: \$6,008

<b>Union Drivers</b>				
<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>	
<b>Medical - Buy Up PPO 500</b>				
Employee only	3	\$173.84	\$695.37	\$869.21
Employee + Spouse	0	\$382.45	\$1,529.81	1,912.26
Employee + Child(ren)	0	\$312.92	\$1,251.66	1,564.58
Employee + Family	<u>0</u>	\$521.52	\$2,086.10	<u>2,607.62</u>
	3	\$522	\$2,086	

Total monthly to MV: \$2,086

Total annual to MV: \$25,033

<b>Union Drivers</b>				
<b>EE Count</b>	<b>Employee Costs</b>	<b>Employer Costs</b>	<b>Total Costs</b>	
<b>Medical - Kaiser CA</b>				
Employee only	9	\$183.73	\$734.92	\$918.65
Employee + Spouse	0	\$404.20	\$1,616.82	2,021.02
Employee + Child(ren)	1	\$367.46	\$1,469.83	1,837.29
Employee + Family	<u>0</u>	\$551.19	\$2,204.75	<u>2,755.94</u>
	10	\$2,021	\$8,084	

Total monthly to MV: \$8,084

Total annual to MV: \$97,009

Union Drivers				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Dental - Delta Dental Co-Pay</b>				
Employee only	8	\$12.22	\$0.00	\$12.22
Employee + Spouse	2	\$26.30	\$0.00	26.30
Employee + Child(ren)	0	\$25.12	\$0.00	25.12
Employee + Family	<u>1</u>	<u>\$43.60</u>	<u>\$0.00</u>	<u>43.60</u>
	11	\$194	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

Union Drivers				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Dental - Delta Dental PDP</b>				
Employee only	7	\$31.73	\$0.00	\$31.73
Employee + Spouse	1	\$68.30	\$0.00	68.30
Employee + Child(ren)	1	\$65.26	\$0.00	65.26
Employee + Family	<u>0</u>	<u>\$113.26</u>	<u>\$0.00</u>	<u>113.26</u>
	9	\$356	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

Union Drivers				
EE Count	Employee Costs	Employer Costs	Total Costs	
<b>Vision - VSP</b>				
Employee only	13	\$5.60	\$0.00	\$5.60
Employee + Spouse	3	\$11.22	\$0.00	11.22
Employee + Child(ren)	1	\$11.99	\$0.00	11.99
Employee + Family	<u>1</u>	<u>\$19.17</u>	<u>\$0.00</u>	<u>19.17</u>
	18	\$138	\$0	

Total monthly to MV: \$0  
Total annual to MV: \$0

## Porterville Transit Current Staff Report

POSITION	FULL/PART TIME	RATE	Hire Date	INSURANCE (Monthly)
Supervisor 1	Full Time	\$22	4/12/2013	
Supervisor 2	Full Time	\$22	6/12/2013	\$630.92
Supervisor 3	Full Time	\$22	5/22/2015	\$41.04
Supervisor 4	Full Time	\$22	8/24/2015	\$763.85
Dispatcher 1	Full Time	\$20.50	12/29/1996	
Dispatcher 2	Full Time	\$18.50	6/24/209	
Dispatcher 3	Part Time	\$18.50	1/18/2016	
Dispatcher 4	Part Time	\$17.50	10/13/2021	
Driver 1	Full Time	\$17.50	1/18/2016	
Driver 2	Full Time	\$18.50	10/13/2010	
Driver 3	Part Time	\$17.50	4/17/2014	
Driver 4	Part Time	\$16.50	9/2/2017	
Driver 5	Full Time	\$18.50	8/27/2008	
Driver 6	Full Time	\$16.50	8/23/2021	
Driver 7	Part Time	\$18.50	11/8/2011	\$19.50
Driver 8	Full Time	\$16.50	8/22/2017	
Driver 9	Full Time	\$16.50	3/2/2020	
Driver 10	Full Time	\$19.50	5/1/1996	\$33.71
Driver 11	Full Time	\$19.50	10/14/2003	
Driver 12	Full Time	\$16.50	12/27/2018	
Driver 13	Full Time	\$16.50	3/5/2020	
Driver 14	Full Time	\$17.50	7/10/2015	
Driver 15	Part Time	\$18.50	7/31/2008	\$32.76
Driver 16	Part Time	\$16.50	1/19/2018	
Driver 17	Part Time	\$18.50	10/15/2007	
Driver 18	Full Time	\$16.50	1/17/2018	
Driver 19	Full Time	\$16.50	1/9/2020	
Driver 20	Full Time	\$17.50	1/18/2016	
Driver 21	Full Time	\$16.50	3/25/2019	

ADA Paratransit/ On Demand

Driver 1	Full Time	\$19.50	1/21/2006	\$12.25
Driver 2	Full Time	\$18.50	5/20/2008	
Driver 3	Full Time	\$16.50	6/21/2019	
Driver 4	Full Time	\$16.50	5/30/2019	
Driver 5	Full Time	\$16.50	9/1/2019	
Driver 6	Full Time	\$16.50	2/19/2020	
Driver 7	Full Time	\$16.50	10/29/2020	
Driver 8	Full Time	\$16.50	1/16/2021	
Driver 9	Full Time	\$16.50	10/12/2021	
Driver 10	Full Time	\$16.50	10/19/2021	
Driver 11	Full Time	\$16.50	1/16/2021	
Driver 12	Full Time	\$16.50	6/24/2019	

Utility 1	Part Time	\$15.00	6/21/2019	
Utility 2	Part Time	\$15.00	3/18/2020	
Utility 3	Part Time	\$15.00	9/4/2019	
Utility 4	Part Time	\$15.00	11/17/2021	

\* Woodlake Service \*

Driver 1	Full Time	\$18.50	1	
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