

**AGREEMENT  
BETWEEN**

**MV TRANSPORTATION INC.  
Fresno CA**

**AND**

**AMALGAMATED TRANSIT UNION  
LOCAL 1027  
Fresno CA**

**Term of Agreement: October 19, 2007 – June 30, 2012**

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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 all regular, full-time and regular part-time non-probationary Mechanic, Dispatcher, Reservationist, Drivers, and Utility Worker employed by the Company and based in Fresno County, California and who perform work for the City of Fresno Para transit program, under contract to the City of Fresno, F.A.X., but excluding temporary clerical personnel, professional employees, confidential employees, Road Supervisors, Dispatch Supervisors, Driver Development and Safety Supervisors (DDS), Maintenance Supervisors, Administrative Assistants and any other supervisors as defined in the National Labor Relations 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 in “probationary” status until he/she has completed forty (45) days of actual work. 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 is defined as follows:

- a) A regular full-time employee is defined as a 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 not 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 one month, then the Company agrees to add an additional full-time shift, which shall be assigned by the Company in accordance with Article 15 (BIDDING).

- 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.
- d) A temporary employee is defined as an employee assigned to work for a period of less than thirty (30) days and who has not worked at the facility at any time during the previous twelve (12) months.

## **ARTICLE 2 SCOPE OF AGREEMENT**

### **Section 2.1 – Duration:**

This Agreement shall become effective immediately after midnight on **October 19, 2007** and shall continue in full force and effect through midnight June 30, **2012**. Thereafter, it shall automatically renew itself and continue in full force and affect from year to year unless written notice of election to terminate or modify any provisions of this Agreement is given by either party and received by the other by registered mail, return receipt requested, no later than sixty (60) days prior to a expiration date.

### **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.

### **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, mechanic, dispatcher, Reservationist, and utility worker by the Company, 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 1 (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, return 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.
- d. Failure to return to work upon expiration of an approved leave of absence.
- e. Layoff for a period of twelve (12) months or for a period equal to the employee's seniority, whichever is less.
- f. Absence for two (2) 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, and social security number. 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.

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 service as ATU's agent in the representation of employees of the Bargaining Unit. The Company shall not be required to recognize any employee as a shop steward unless ATU has informed the Company, in writing, of the Employee's name.
- 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.
- c. Access to Personnel Files: The Company will allow the ATU officials to review the Employee's personnel file, excluding medical records, if done so in the facility office, with the employee's approval and with the employee present.

**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. 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 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 – ATU Visitation:**

Upon reasonable prior notice and consent by the Company, which consent shall not be unreasonably withheld, a representative of ATU will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance. The ATU 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 employees. Except as provided in this Section 4.4, non-employee representatives or agents of ATU may not enter upon the Company's premises.

## **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 customers, City of Fresno, 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 for that customer is terminated, 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 a, 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 constructed 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 :**

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 improve 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 – Contractual Duties:**

Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibility to the City of Fresno, F.A.X., 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 Fresno, and F.A.X.

**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 of 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**

In acknowledgement of the nature of the Company's operations and the very special and overriding safety considerations, the Company has adopted formal provisions for fitness for duty Drug and Alcohol screening. ATU acknowledges that certain Federal drug and alcohol testing requirements bind the Company. The parties agree that any disputes regarding particular provisions of the drug and alcohol policy will be subject to the procedures in Article 10.

**ARTICLE 10  
GRIEVANCE PROCEDURE**

**Section 10.1 – Definition of Grievance:**

A grievance is a claim that the Company has violated an express, specific provision of this Agreement. The following procedure for the settlement of grievances must be followed.

**Section 10.2 – Procedural Steps:**

- a. Step 1: ATU may present in writing to the Project Manager a grievance setting forth the nature, details, date of the alleged violation, Article and Section of this Agreement claimed to have violated. The written grievance must be dated and signed by an ATU business agent or his/her designated representative. The written grievance must be presented within fifteen (15) calendar days of when the employee or ATU knew, or had reasonable knowledge of the events giving rise to the grievance. After the filing of a grievance with the Project Manager or Company designee, the Project Manager or designee shall contact the ATU business agent or designee to arrange a time and place to attempt to resolve the grievance within fifteen (15) calendar days. The Project Manager or designee shall have ten (10) calendar days in which to render a decision.
- b. Step 2: If the grievance is not resolved in Step 1 within ten (10) calendar days of when it was submitted to the Project Manager, ATU, if it wishes to proceed further with the grievance, may request in writing, certified mail, return receipt requested or other agreed upon method, within twenty (20) calendar days of notice by the Company of its Step 1 decision or absence of decision, a meeting between the Company District Manager, or his/her designated representative. Within ten (10) calendar days of the request, the parties shall schedule a meeting. The Company District Manager or designee shall have ten (10) days in which to render a decision.

**Section 10.3 – Time Limitations :**

The time limitations set forth in this Article 10 are the essence of this Agreement. No grievance shall be accepted or considered by the Company unless it is submitted or appealed within the time limits set forth in Section 10.2 of this Article. If the grievance is not timely appealed to arbitration, it shall be deemed to have been settled in accordance with the Company's Step 2 answer. If the Company fails to answer within the time limits set forth in Section 10.2 of this Article, the grievance shall automatically proceed to the next step. The time limitations may be waived upon natural written agreement of the parties.

**ARTICLE 11  
ARBITRATION**

**Section 11.1 – Appeal Procedure:**

If a grievance has not been settled in the steps outlined in Article 10 herein, ATU may request that the matter be submitted to an arbitrator. Such request shall occur within five (5) calendar days following the next regularly scheduled ATU meeting following the decision of the Company at Step 2 of the Grievance procedure. In no case, except as provided in Section 11.6, shall the request for arbitration be allowed more than forty-five (45) calendar days following the decision or absence of decision of the Company at Step 2 of the Grievance procedure.

**Section 11.2 – Selection of Arbitrator:**

An arbitrator shall be selected from a list of seven names obtained from the Federal Mediation and Conciliation Service. Such a list shall be one mutually requested by the parties to this Agreement and shall be used until such time that either party requests that a new list be requested

from the Federal Mediation and Conciliation Service. The parties alternately striking a name from the list until only one name remains shall select the arbitrator. ATU shall strike the first name.

**Section 11.3 – Arbitrator’s Jurisdiction:**

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between ATU and the Company. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; or to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and ATU. 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.

**Section 11.4 – Burden of Persuasion in Discharge or Discipline Matters:**

In all cases involving discharge or discipline, the burden of persuasion on the issue of whether or not the grievance engaged in misconduct or wrongdoing shall rest on the Company. The burden of persuasion on the issue of whether the discipline imposed was excessive, unreasonable or an abuse of Management discretion shall rest on ATU.

**Section 11.5 – Fees and Expenses of Arbitration:**

The expenses of the arbitration and hearing room will be equally shared between the Company and ATU; otherwise each party shall bear its own expenses.

**Section 11.6 – Extension of Time:**

Time limits in this Article may be extended by mutual agreement in writing.

**ARTICLE 12  
HOURS OF WORK**

**Section 12.1 – 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 12.2 – Workweek:**

The workweek shall consist of seven (7) days beginning at 12:01 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.

**Section 12.3 – Overtime Work:**

The Company shall determine when and by whom overtime will be worked. The Company will make every reasonable effort to offer unscheduled overtime to employees according to seniority.

## **ARTICLE 13 LEAVES OF ABSENCE**

### **Section 13.1 – Personal Leave:**

Leaves of absence up to thirty (30) days may be granted 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.

### **Section 13.2 – Disability Leave:**

In general, leaves of absence because of health, medical condition, may be granted for periods up to thirty (30) days, with thirty (30) day extensions, up to a maximum of six (6) 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. 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. If the parties are unable to agree on a physician, a medical arbitrator shall be chosen in accordance with the method set forth in Article 11 from a list of five (5) physicians furnished by the American Medical Association. The cost of this physician and any tests or diagnostics procedures shall be born equally by the Company and ATU.

### **Section 13.4 – Military Leave:**

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

### **Section 13.5 – 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 may 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 13.6 – Requests for Leave:**

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 and shall not be credited toward tenure of employment or toward working time for benefit purposes.

### **Section 13.7 – Family Leave:**

The Company shall comply with State and Federal Leave Laws.

## **ARTICLE 14 DISCIPLINE**

### **Section 14.1 – 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 are 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. 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 14.2 – Disciplinary Procedures:**

- a. A Project Manager, Operations Manager or District Manager, or his designee will perform all disciplinary processes.
- b. 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. This shall also include corrective interviews through the disciplinary process.
- c. Nothing in this Article 14 shall prevent ATU from appealing the decision of the respective Project Manager to the District Manager prior to a possible grievance being filed.
- d. The charged employee shall attend all meetings, which may result in a penalty. An ATU Representative may also attend the meetings if so requested by the employee.
- e. Such meetings shall be held within a three (3) day period (excluding weekends and holidays) following the delivery of a written notice, such notice shall state the nature of the offense with which the employee is being charged.

### **Section 14.3 – 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 serious infraction, as listed in Section 14.5, attendance policy as listed in Section 14.6, or unsafe policy act as listed in Section 14.7, 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.

The definition of “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, third, and fourth violation of each individual rule exclusive of the violation of any other rules. Violations will be removed after twelve (12) months from time of occurrence.

**Section 14.4 – Work Rules:**

The Company 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 the union of a copy of such revision. This section shall not be construed as a waiver of the union’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 days specified herein or else the union’s objection is not valid.

**Section 14.5 – Serious Infraction:**

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

- a. Negligence in the performance of duties.
- b. Dishonesty, including falsifying company or customer records, or making false statements on application for employment or other company forms.
- c. Theft or any unauthorized removal of company or customer property or property of another employee.
- d. Physical violence, or fighting or creating a disturbance on Company premises or vehicles or vehicles or any time while on duty.
- e. Possession of firearms, weapons, or explosives and similar devices on company premises or vehicles or any time while on duty.
- f. Improper or unprofessional conduct on Company premises or vehicles or any time while on duty.
- g. Insubordination, including but not limited to, intentional failure or refusal to perform assigned work.
- h. Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- i. Recording false time on time records, completing the time record of another employee, or

alteration of a time record.

- j. Failure at any time for any reason for a Mechanic or Utility Worker to maintain a valid driver's license and all other certificates required by Federal, State and Local government entities and laws to operate company and customer vehicles.
- k. Deliberate misuse, or deliberate or non-deliberate destruction, defacing, damaging, or loss of company or customer property or property of another employee or passenger.
- l. Failure to follow a safety rule or practice, violation of a misdemeanor or felony law while on duty, or failure to use safety equipment and devices as required.
- m. Use of language or any other activity designed to offend or harass any other employee, customer or passenger based on that employee's, customer or passenger's race, color, religion, sex, national origin, age, disability or sexual orientation.
- n. Failure to report any defects on any Company or customer vehicle when discovered.
- o. Unauthorized use of Company accounts.
- p. Failure to properly secure any mobility assistance or wheelchair or failure to properly secure any passenger or properly load, transport or unload mobility-impaired passenger(s) on a company or customer vehicle.
- q. Unauthorized touching or contact with a passenger.
- r. Commitment of Serious Unsafe Act as defined in Section 14.7 (b) of this Agreement.
- s. Violation of Company Drug and Alcohol Program listed in Article 9 of this Agreement.

**Section 14.6 – Attendance Policy:**

The following classifications are defined for the purpose of this Section 14.6:

a. **Excused Absence**

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.

b. **Missouts**

Failing to report to work and failing to call the Manager or dispatcher at least one (1) hour **prior** to scheduled work time is considered a Missout.

c. **Absence**

An absence is defined as anytime an employee misses work without prior written approval and the employee notifies the dispatcher at least one (1) hour prior to the starting time of the

work shift. Absences for a singular reason, (i.e. illness) that last more than one (1) day, will be treated as a single absence.

**d. Tardy**

If an employee does not report to the dispatcher on or before his scheduled time, it is a tardy. If an employee is tardy and another employee is assigned the tardy employee's shift, the manager may elect to not use the tardy employee that day and that employee will not be eligible for that day's pay. Employees more than thirty (30) minutes tardy who have not notified the dispatcher at least thirty (30) minutes prior to the scheduled starting time of the shift will be considered a Missout.

**e. Disciplinary Action**

The following disciplinary actions will occur for employees who violate the attendance policy:

TARDY	Within thirty (30) day Period of first occurrence	Within twelve (12) months of first occurrence	
Verbal Warning	1 <sup>st</sup>	Verbal Warning	4 <sup>th</sup>
Written Warning	2 <sup>nd</sup>	Written Warning	5 <sup>th</sup>
Dismissal	3 <sup>rd</sup>	3 day Suspension	6 <sup>th</sup>
		Final Written Warning	7 <sup>th</sup>
		Dismissal	8 <sup>th</sup>

  

MISSOUT	Within Six (6) Month Period of first occurrence	Within twelve (12) months of first occurrence	
Written Warning	1 <sup>st</sup>	Written Warning	4 <sup>th</sup>
Suspension	2 <sup>nd</sup>	Suspension 3-Days	5 <sup>th</sup>
Dismissal	3 <sup>rd</sup>	Dismissal	6 <sup>th</sup>

  

ABSENCE	Within Six (6) Month Period of first occurrence	Within twelve (12) months of first occurrence	
Written Warning	2 <sup>nd</sup>		6 <sup>th</sup>
Suspension	3 <sup>rd</sup>		7 <sup>th</sup>
Dismissal	4 <sup>th</sup>		8 <sup>th</sup>

**Section 14.6.1 - Job Abandonment:**

An employee who is a No Call/No Show 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 14.7 – Unsafe Act Policy:**

- a. An Unsafe Act is defined as a preventable act by an employee that results in an injury, causes an accident or damage, or violates any work related Federal/State statute.
- b. A serious Unsafe Act is defined as an act by an employee, which results in injury to another person requiring medical attention or hospitalization, or an act which results in property damage in excess of \$7,000.00.

- c. Any employee who commits a serious unsafe act may, at the sole discretion of the Company, be subject to immediate dismissal from employment.
- d. Any employee who commits an unsafe act may, at the sole discretion of the Company, receive the following disciplinary action:
  - **First Offense:** Written warning and retraining.
  - **Second Offense:** - Written warning and retraining unless the second (2<sup>nd</sup>) unsafe act occurred less than six (6) months after the first. If two (2) unsafe acts occur in less than six (6) months, the employee shall be dismissed from employment.
  - **Third Offense:** - Five (5) day suspension and final warning that any subsequent offense will result in termination.
  - **Fourth Offense:** Dismissal from employment.
- e. Offenses for which disciplinary actions were administered will be removed after twenty-four (24) months.

**Section 14.8-Drive Cam:**

Drive cam- shall not serve as the sole basis for disciplinary action. Any alleged violation captured by Drive Cam or any other electronic and/or digital form of employee monitoring must be witnessed in person by a supervisor or client in order for the company to take any corrective action

**ARTICLE 15  
SHIFT BIDDING**

**Section 15.1 – Start of the Agreement :**

- a. The Company shall develop the number of full-time and part-time shifts. The Company shall then allow each employee, in seniority order, to select the full time/part-time shifts. Employees not bidding on a shift also will be considered part-time employees.
- b. Those employees who cannot attend the bid may designate their choice of shift by proxy. The proxy, which must be submitted to the Project Manager no later than 5:00 p.m. on the day prior to the scheduled bid, 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 15.2 – Vacancies in Full-Time Shifts:**

Vacancies in Full-Time/Part-Time Shifts: When a shift becomes available between regular bid periods, the Company will, within three (3) week days, post the vacancy for four (4) days. The

most senior regular employee, who has less seniority than the employee who held the vacated shift, 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 15.3 – Periodic Shift Bidding. (Para Transit routes):**

On the effective date of this Agreement, an initial shift bid will be held as described in Section 15.1, and thereafter the Company shall, at least every six (6) 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 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 other employees scheduled to bid.

**Section 15.4 – 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 15.4 is to accommodate passengers and their needs.

**Section 15.5 – Full-time Positions:**

The Company agrees to provide full time positions whenever possible. The Company agrees to maintain the current number of full time positions as of the ratification date of this agreement, provided there is no reduction of service by the City of Fresno. 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 15, section 15.2.

**Section 15.6 – Fills by Sedan Drivers:**

When a position of bus driver becomes available, the Company will post the vacancy and offer it in seniority order to the sedan drivers. If all sedan drivers decline the bus driver position, the Company may fill the position in accordance with its needs. If the sedan driver who fills the bus driver position does not successfully complete the training, the employee will return to his/her prior position with no loss of seniority and the position of bus driver will be offered in seniority order to the next sedan driver.

**ARTICLE 16**  
**GENERAL CONDITIONS**

**Section 16.1 – Payday:**

All paychecks will be distributed every other Friday and will cover all monies due through the Saturday of the prior pay period.

Employee timesheets are available for review for accuracy on the Tuesday prior to payday. Any errors should be brought to the company attention to get corrected before payroll is distributed. Bi-Weekly in conjunction with paychecks, the Company shall provide employees an accounting of their accruals and the associated time used. Any corrections need to be addressed prior to the next payday.

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 less than twenty-five (\$25) dollars the adjustment check will be received within five working days.

**Section 16.2 – Company Meetings:**

The Company may require safety meetings and other informational meetings from time to time. Employees shall attend such meetings as required by the Company.

**Section 16.3 – Citations:**

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

**Section 16.4 – 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 16.5 – 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 16.6 - Accident Review Committee (ARC):**

The Committee is to meet monthly to review and make recommendations to the Project Manager on the preventability or non-preventability of employee accidents and or incidents.

The Committee shall be composed of the following:

- Shop Steward (Chairperson)
- DDS Supervisor
- 4 Elected non-supervisory employees

The Committee will meet once a month to review the accidents from the prior month.

- 1) Review and make a final recommendations to the Project 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 Project Manager.
- 5) Disagreements between the employee, Committee and the Project Manager will be subject to Article 10 of this labor agreement.

**Section 17 – Regular Wage Rates:**

Employees **hired prior to October 19, 2007** and covered by this Agreement shall receive the following straight-time base wage rates:

	10/19/2007	6/1/2008	6/1/2009	6/1/2010	6/1/2011
<b><u>Mechanic</u></b>					
New Hire	\$20.00	<b>\$20.40</b>	<b>\$20.91</b>	<b>\$21.85</b>	<b>\$22.51</b>
1 Yr. After date of hire	\$20.22	<b>\$20.62</b>	<b>\$21.14</b>	<b>\$22.09</b>	<b>\$22.76</b>
2 Yr. After date of hire	\$20.49	<b>\$20.90</b>	<b>\$21.42</b>	<b>\$22.39</b>	<b>\$23.06</b>
3 Yr. After date of hire	\$20.75	<b>\$21.17</b>	<b>\$21.70</b>	<b>\$22.67</b>	<b>\$23.35</b>
4 Yr. After date of hire	\$21.84	<b>\$22.28</b>	<b>\$22.84</b>	<b>\$23.87</b>	<b>\$24.58</b>
<b><u>Dispatcher</u></b>					
New Hire	\$13.47	<b>\$13.74</b>	<b>\$14.08</b>	<b>\$14.72</b>	<b>\$15.16</b>
1 Yr. After date of hire	\$13.99	<b>\$14.26</b>	<b>\$14.62</b>	<b>\$15.29</b>	<b>\$15.75</b>
2 Yr. After date of hire	\$14.78	<b>\$15.08</b>	<b>\$15.46</b>	<b>\$16.15</b>	<b>\$16.64</b>
3 Yr. After date of hire	\$15.57	<b>\$15.88</b>	<b>\$16.28</b>	<b>\$17.01</b>	<b>\$17.52</b>
4 Yr. After date of hire	\$16.88	<b>\$17.21</b>	<b>\$17.64</b>	<b>\$18.45</b>	<b>\$19.00</b>
5 Yr. After date of hire	\$18.97	<b>\$19.35</b>	<b>\$19.83</b>	<b>\$20.73</b>	<b>\$21.35</b>
<b><u>Reservationists</u></b>					
New Hire	\$11.69	<b>\$11.92</b>	<b>\$12.22</b>	<b>\$12.77</b>	<b>\$13.16</b>
1 Yr. After date of hire	\$12.23	<b>\$12.48</b>	<b>\$12.79</b>	<b>\$13.36</b>	<b>\$13.76</b>
2 Yr. After date of hire	\$12.76	<b>\$13.02</b>	<b>\$13.35</b>	<b>\$13.94</b>	<b>\$14.36</b>
3 Yr. After date of hire	\$13.28	<b>\$13.55</b>	<b>\$13.89</b>	<b>\$14.51</b>	<b>\$14.95</b>
4 Yr. After date of hire	\$13.54	<b>\$13.81</b>	<b>\$14.16</b>	<b>\$14.80</b>	<b>\$15.24</b>
5 Yr. After date of hire	\$14.45	<b>\$14.74</b>	<b>\$15.11</b>	<b>\$15.79</b>	<b>\$16.26</b>

	10/19/2007	6/1/2008	6/1/2009	6/1/2010	6/1/2011
<b>Utility Worker</b>					
New Hire	\$10.25	\$10.46	\$10.72	\$11.20	\$11.54
1 Yr. After date of hire	\$10.96	\$11.18	\$11.46	\$11.98	\$12.35
2 Yr. After date of hire	\$11.22	\$11.44	\$11.73	\$12.26	\$12.63
3 Yr. After date of hire	\$11.48	\$11.71	\$12.00	\$12.54	\$12.92
4 Yr. After date of hire	\$11.74	\$11.97	\$12.27	\$12.82	\$13.20
5 Yr. After date of hire	\$12.37	\$12.62	\$12.94	\$13.52	\$13.93
<b>Driver</b>					
New Hire	\$11.97	\$12.21	\$12.52	\$13.08	\$13.47
1 Yr. After date of hire	\$12.49	\$12.74	\$13.06	\$13.65	\$14.06
2 Yr. After date of hire	\$13.28	\$13.55	\$13.89	\$14.51	\$14.95
3 Yr. After date of hire	\$14.07	\$14.35	\$14.71	\$15.37	\$15.84
4 Yr. After date of hire	\$15.38	\$15.69	\$16.07	\$16.81	\$17.31
5 Yr. After date of hire	\$17.47	\$17.82	\$18.26	\$19.09	\$19.66
<b>Sedan Driver</b>					
New Hire	\$11.22	\$11.44	\$11.73	\$12.26	\$12.63
1 Yr. After date of hire	\$11.92	\$12.16	\$12.46	\$13.03	\$13.42
2 Yr. After date of hire	\$12.71	\$12.96	\$13.28	\$13.89	\$14.31
3 Yr. After date of hire	\$13.50	\$13.77	\$14.11	\$14.75	\$15.19
4 Yr. After date of hire	\$14.81	\$15.11	\$15.49	\$16.18	\$16.67
5 Yr. After date of hire	\$16.90	\$17.24	\$17.67	\$18.47	\$19.02
<b>Mechanics Assistant</b>					
New Hire	\$13.00	\$13.00	\$13.00	\$13.39	\$13.79
1 Yr. After date of hire	\$13.50	\$13.77	\$14.11	\$14.75	\$15.19
2 Yr. After date of hire	\$14.00	\$14.28	\$14.64	\$15.30	\$15.76
3 Yr. After date of hire	\$14.50	\$14.79	\$15.16	\$15.84	\$16.32
4 Yr. After date of hire	\$15.00	\$15.30	\$15.68	\$16.39	\$16.88

**Section 17.1 – Special Wage Rates:**

Employees in the following job classes, hired after October 19, 2007, will have the following straight-time base wage rates until December 16, 2010, at which time the regular pay rates listed above in Section 17.1 will apply:

<b>Driver</b>	
New Hire-1 <sup>st</sup> Year	\$11.00
1 Yr. After date of hire	\$11.50
2 Yr. After date of regular wage rates listed in Section 17.1 above will apply.	
<b>Sedan Driver</b>	
New Hire-1 <sup>st</sup> Year	\$10.25
1 Yr. After date of hire	\$10.75
2 Yr. After date of regular wage rates listed in Section 17.1 above will apply.	
<b>Reservationists</b>	
New Hire-1 <sup>st</sup> Year	\$10.00
1 Yr. After date of hire	\$10.50
2 Yr. After date of regular wage rates listed in Section 17.1 above will apply.	

Behind-The-Wheel Trainers selected by the Company shall be paid \$0.50 per hour for all time actually spent doing such training.

Lead Dispatcher position is paid \$1.00 per hour above his/her regular dispatcher's rate of pay.

Dispatch/Scheduler is paid \$0.50 per hour above his/her regular dispatcher's rate of pay.

**Payroll Note #1:** Wages effective **October 19, 2007**, upon ratification of contract.

**Payroll Note #2:** Pay rates changes will be effective the first day of the pay period in which the change occurs.

**Payroll Note #3:** Initial training prior to revenue-producing work will be paid at state or Federal minimum wage, whichever is higher.

**Payroll Note #4:** All employees will have one rate of pay for all work done including meetings, casual labor and revenue service hours.

**Section 17.2 - Scheduled Shift Pay:**

A driver, who has been awarded a regular full time shift via the bid process, will be paid for his scheduled daily bid hours when the Company does not allow the driver to complete his shift. In the event the driver loses hours as a result of absence, tardiness, voluntary early quitting from shift for other personal reasons or acts of God or acts beyond the control of the Company, the driver will be paid for only actual hours worked.

**Section 17.3-Meal Period Waiver Wage Order No 9-2001:**

It is agreed between the parties hereto that given the nature of the work employees in the driver classification perform, they cannot be relieved of all duty, as contemplated by Section 11.C. of Wage Order No. 9. In view of this fact, the Company and ATU agree, commencing October 19, 2007, the employee-s in the driver job classifications may receive a paid meal period rather than a duty-free meal period.

**ARTICLE 18  
PAID HOLIDAYS**

**Section 18.1 – Holidays:**

All non-probationary employees shall receive pay for the following holidays:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Eve (half day)
9. Christmas Day

10. Birthday

**Section 18.2 – Pay:**

Holiday pay shall be calculated at the employee's regular service rate and will be based upon the employee's regularly scheduled shift. If the holiday falls on the employee's normally scheduled day off, then the holiday pay will be computed by using the average number of hours worked per day during the previous pay period, with a maximum of eight (8) hours. If an employee works on a paid holiday, the employee will be paid his/her regular scheduled pay plus the holiday pay. Holiday pay shall not be counted as hours worked for the purpose of computing overtime.

**Section 18.3 – 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 18.4 – Work on Holiday:**

For those employees who are scheduled to work on a recognized holiday, they must work unless granted the day off by the Company. A holiday work sign-up list shall be posted who wish to work on a holiday; any assignments will be by seniority. In the event an insufficient number of employees sign up, then work on the holiday shall be assigned in reverse seniority order of those who are scheduled to work.

**Section 18.5 – Pay on Holiday Worked:**

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

**Section 18.6 – Work Scheduled:**

Due to Para-transit contract service change, Company will now be required to provide service on the following holidays:

- 4<sup>th</sup> of July
- Thanksgiving Day
- Christmas Day
- New Years Day

This is a new service that has not been provided in the past. Beginning on July 1, 2007, if an employee covered by this agreement works on any of the above mentioned holidays, the employee will be compensated at 1 ½ times the regular hourly rate, plus the holiday pay outlined above in Section 18.2.

**ARTICLE 19  
VACATIONS**

**Section 19.1 – Eligibility:**

All employees shall receive, after one (1) year continuous employment, a paid vacation as further detailed in this Article. Part time employees shall accrue paid vacation time at 75% of full-time employee rate. If an employee separates from employment at any time for whatever reason, the employee shall be cashed out the vacation hours he has accrued.

**Section 19.2 – Vacation Pay:**

Less than (1) one year of service: .42 = 5 days  
More than (1) one years of service : .83 = 10 days  
More than (6) six years of service: 1.25 = 15 days

Employees completing twelve (12) years of continuous service will receive twenty (20) vacation days per year.

Grandfather: Existing employees, who currently receive more vacation than listed above, shall continue to receive what they currently earn until such time as they qualify for the next category.

**Maximum Vacation Accrual**

Unused vacation cannot exceed an employee's annual accrued vacation plus one (1) year's entitlement at any time. Vacation entitlement will cease to accrue whenever, and as long as, the amount of vacation earned but not taken equals or exceeds two times the maximum amount for which the employee is annually eligible. The accrual of vacation will not resume until such time as the vacation earned but not taken is less than two (2) times the annual entitlement.

**Example:** If an employee's annual entitlement is five (5) days the maximum amount they can accrue is ten (10) days. Once the employee reaches ten (10) days, they will cease accruing until he/she takes vacation time and drops below the ten (10) day maximum.

**Section 19.3 – Pro-ration:**

All employees with vacation accruals who are laid off or terminated shall receive the cash value of any vacation accrued balance at the time of layoff and/or termination. Vacation accruals are on a monthly basis. After one (1) year accumulated vacation may be used with the advance approval of the Company.

**Section 19.4 – Vacation Schedule:**

The Company shall prepare and post by December 5<sup>th</sup> of each year a vacation sign-up schedule showing employees who will be eligible for vacation during the following calendar year. Employees will sign up for vacation prior to January 1<sup>st</sup> of each year in which vacation is to be taken. The Company shall develop a procedure allowing eligible employees to select their vacations, according to their seniority. In no case will more than two (2) employees be allowed to schedule vacation during the same period of time. In the event of an emergency situation, including a shortage of operators, the Company may reschedule a previously scheduled vacation based on the needs of transportation service.

**Section 19.5 – Vacation Pay:**

Vacation must be taken in full week increments unless allowed to schedule otherwise at the sole discretion of the Company. 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. The employee will not lose the value of any earned vacation.

**Section 19.6 – Vacation Pay Cash out:**

Employees may cash out any accrued vacation hours at anytime, with fourteen (14) days notice to the Company. The cash out will occur on a regular payday.

**ARTICLE 20  
HEALTH/DENTAL/VISION INSURANCE**

**Section 20.1 – Provision:**

The Company shall continue to provide a group health plan, a group dental plan and a group vision plan for all employees.

**Section 20.2 – Eligibility:**

All employees **hired on or before October 19, 2007**, and their families shall be eligible to participate in a benefit plan, **according to the terms and conditions contained in Section 20.3**, on the first day of the month following forty-five (45) days of **employment with the Company**.

**Employees hired after October 19, 2007 shall be eligible to participate in a benefit plan based on the terms and conditions contained in Section 20.3 on the first day of the month following one (1) year of employment with the company. At the employees' discretion, an employee may participate in the benefit plan after forty-five (45) days by paying 100% of the premium for all levels of coverage. This 1 year waiting period shall only apply until December 16, 2010. At which time all employees will be eligible to participate in the health/dental/vision insurance plans at the contribution rates listed below, as long as the employee has been employed by the company for forty-five (45) days.**

**Section 20.3 - Health Insurance Contribution :**

All employees, **hired on or before October 19, 2007**, and their families will be eligible for health insurance at the start of the first month following forty-five (45) days as an employee.

**All Employees hired after October 19, 2007 shall be eligible to participate in the health insurance benefit plan on the first day of the month following one (1) year of employment with the company. At the employees' discretion, an employee may participate in the benefit plan after forty-five (45) days by paying 100% of the premium for all levels of coverage.**

The Company agrees that during the term of this Agreement it will contribute 70% plus \$17.00 per month towards premium costs for all levels of coverage **for employees eligible for Company contributions**. Effective 11-1-2007 the Company will pay 100% of employee only coverage and 85 % of the premium cost of all other levels of coverage per month. (i.e. Employee +1, Employee/Spouse, Employee/Children and Employee/Family).

**Employees hired after October 19, 2007:**

**The Company will pay 100% of employee only coverage and 50 % of the premium cost of all other levels of coverage per month. (i.e. Employee +1, Employee/Spouse, Employee/Children and Employee/Family) after one (1) year of employment with the**

**company. This 1 year waiting period shall only apply until December 16, 2010. At which time all employees will be eligible to participate in the health insurance plan at the contribution rates listed below, as long as the employee has been employed by the company for forty-five (45) days.**

**Effective December 16, 2010 the Company will pay 100% of employee only coverage and 85 % of the premium cost of all other levels of coverage per month (i.e. Employee +1, Employee/Spouse, Employee/Children and Employee/Family) for employees hired after October 19, 2007.**

At health insurance renewal time, the union may at its discretion, change to another medical plan provider so long as the cost does not exceed the cost of the current health plan's renewal cost.

**Section 20.3.1- Dental Insurance:**

All employees, **hired on or before October 19, 2007**, and their families will be eligible for dental insurance at the start of the first month following forty-five (45) working days as an employee.

**Employees hired after October 19, 2007:**

**Employees shall be eligible to participate in the dental benefit plan on the first day of the month following one (1) year of employment with the company. This 1 year waiting period shall only apply until December 16, 2010. At which time all employees will be eligible to participate in the dental insurance plan at the contribution rates listed below, as long as the employee has been employed by the company for forty-five (45) days. During this one (1) year waiting period, at the employees' discretion, an employee may participate in the dental insurance benefit plan after forty-five (45) working days by paying 100% of the premium for all levels of coverage.**

The Company contribution toward dental insurance shall be:

- \$9.57 employee only
- \$13.38 employee plus one
- \$16.42 family

Effective 11-1-2007, the Company contribution toward dental insurance shall be:

- \$20.00 Employee only
- \$25.00 Employee Plus One
- \$30.00 Family

Beginning at the start of the first pay period following each anniversary date of contract ratification, the Company will increase its contribution to the employee dental insurance premium by the amount of \$2.00 per month.

**Section 20.3.2- Vision Insurance:**

All employees and their families will be eligible for vision insurance at the start of the first month following forty-five (45) days as an employee.

**Employees hired after October 19, 2007:**

**Employees shall be eligible to participate in the vision insurance benefit plan on the first day of the month following one (1) year of employment with the company. During this one (1) year waiting period, at the employees' discretion, an employee may participate in the vision insurance benefit plan after forty-five (45) days as an employee, by paying 100% of the premium for all levels of coverage. This 1 year waiting period shall only apply until December 16, 2010. At which time all employees will be eligible to participate in the vision insurance plan at the contribution rates listed below, as long as the employee has been employed by the company for forty-five (45) working days.**

The employee shall pay 100% of the premium for vision insurance until July 1, 2008.

Effective July 1, 2008, the Company will contribute \$10.00 per month per employee to the vision insurance plan.

Effective July 1, 2009, the Company's contribution rate will increase \$5.00 per month per employee.

**ARTICLE 21  
OTHER BENEFITS**

**Section 21.1 – Physicals/Drug Screens:**

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

**Section 21.2 - Uniforms.** The Company shall supply uniforms when required by the customer as such:

**Mechanics uniforms:** The Company shall be responsible for providing, cleaning and care of uniforms. Lost or missing uniforms shall be replaced at the expense of the Mechanic.

**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.

**Section 21.3 – 401(k) Plan:**

- a. Employees within the bargaining unit shall be eligible for participation in the Company's 401(k) driver plan subject to the plan's rules, regulations and eligibility. Employees may not be made ineligible from the plan because of union membership.

Effective no later than January 1, 2008, the Company shall transition to and adopt the Amalgamated Transit Union National 401 (k) Pension Plan. All non-probationary employees shall be eligible to enroll and participate in the Amalgamated Transit Union National 401 (k) Pension Plan. **Employees hired after October 19, 2007 shall not be eligible to participate in the 401 (k) Pension Plan until January 1, 2010.**

For any full-time employee who participates in the Amalgamated Transit Union National 401 (k) Pension Plan and has been employed by the Company for six (6) months or more; the Company shall contribute on behalf of each eligible employee participant a contribution into the 401 (k) plan based on a percentage match of the employee's salary deferral into the 401 (k) plan as shown below:

- 1) Effective January 1, 2008 the Company will match forty percent (40%) of the employee's salary deferral into the plan up to a 15 % cap of the employee's annual earnings.
- 2) Effective January 1, 2009 the Company will match forty-five percent (45%) of the employee's salary deferral into the plan up to a 20% cap of the employee's annual earnings.
- 3) Effective January 1, 2010 the Company will match fifty percent (50%) of the employee's salary deferral into the plan up to a 25% cap of the employee's annual earnings.
- 4) Effective January 1, 2011 the Company will match fifty-five percent (55%) of the employee's salary deferral into the plan up to a 30% cap of the employee's annual earnings.

#### **Section 21.4 - Sick Pay:**

**Sick leave accumulation:** For the purpose of sick leave accumulation, all employees shall from their date of hire earn **.75** of a day per month up to a maximum of nine (9) days sick leave pay per year. At the end of each calendar year an employee will carryover his/her unused sick leave to the following year up to a maximum of twenty-four (24) days. Upon leaving the service of the Company unused sick leave will not be paid to an employee.

- a. **Eligibility for Sick Leave Pay:** After one year of continuous full-time and/or part-time employment with the Company, all employees shall be eligible to receive paid sick leave days. Paid sick leave used must be used in increments of (1) hour.
- b. **Sick leave pay use:** At any time an employee who is eligible may request and shall receive sick leave pay from his/her accumulated sick pay balance for absence from work due to his/her personal illness, injury or personal business if not compensated by Workers Compensation.
- c. **Carry Over:** At the end of each year an employee will carryover his/her unused sick leave to the following year up to a maximum of twenty-four (24) days.
- d. **Forfeiture:** An employee whose employment terminates for any reason shall forfeit all accumulated sick leave pay.

- e. **Grandfather:** Those employees who earned 12 days prior to this agreement shall continue to receive 12 days annually to a cap of 24 days.

## **ARTICLE 22 UNION SECURITY**

### **Section 22.1 – 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 22.2 – Notification:**

The Company will notify ATU of all new employees hired no later than seven (7) calendar days after the employee starts to work and shall notify ATU immediately 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 of all employees leaving its employment no later than seven (7) calendar days after the employee's last day of work. 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 22.3 – 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 to speak with each new employee during their initial training to provide a union orientation. Company management may or may not attend the orientation at their discretion.

### **Section 22.4 – Enforcement:**

In the event and 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, such employee shall be terminated by the Company.

**Section 22.5 – 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 23  
DUES CHECKOFF**

**Section 23.1 – 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.

**Section 23.2 – Procedure:**

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 23.3 – 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 23.4 – 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 Transportation, 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\_\_\_\_\_.

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**Section 23.5 – 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 12.

**ARTICLE 24**  
**A TEMPORARY VACANCY**

- A. is defined as any full-time shift that becomes vacant for at least eight (8) days and will possibly be vacant for less than six (6) months within be the next scheduled re-bidding of all full-time shifts, (excludes scheduled vacation).
- B. will be bid to all part-time employees who are currently filling a temporary vacancy, within three (3) days from the time it was determined to be a temporary vacancy was defined in A. above.
- C. will be filled daily until bid as a temporary vacancy.
- D. 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. 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 becomes eligible to bid on any new vacancies.

## **ARTICLE 25 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:

- A. 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.
- B. If there is six (6) weeks or more left before the next scheduled re-bidding of all shifts, and the vacancy is a PM shift, the Company shall within three (3) week days, post that full-time shift for a period of three (3) weeks. The most senior part-time regular employee who bids for the open shift shall be awarded that full-time shift.
- C. If there is six (6) weeks or more left before the next scheduled re-bidding of all shifts and the vacancy is in an AM shift, the Company shall fill the vacancy by scheduling a "Mark Down." A "Mark Down" shall be defined as a process in which the Project 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 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 26 TERM OF AGREEMENT**

### **Section 26.1 - Effective Date:**

This Agreement shall be in full force and effect from **October 19, 2007** through midnight June 30, 2012.

### **Section 26.2 – 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 26. 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 26.1 to allow for a settlement to be reached.

**Addendums:**

1. April 3, 2006 letter from Rick Steitz, Union President, to John Siragusa, MV Vice President, shall be maintained as the application of the addressed procedures as referenced.

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.

Amalgamated Transit Union Local Union 1027

MV Transportation, Inc.

\_\_\_\_\_  
Rick Steitz – President

\_\_\_\_\_  
Dwight Brashears-Regional Vice-President

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

\_\_\_\_\_  
Adam Raimer– Secretary Treasurer

Dated:\_\_\_\_\_

\_\_\_\_\_  
John Sanchez – Executive Board

Dated:\_\_\_\_\_