

**RECOMMENDED OFFER 9/23/2021**

**AGREEMENT**

**BY AND BETWEEN**

**MV TRANSPORTATION, INC.  
(FRESNO, CALIFORNIA)**

**AND**

**AMALGAMATED TRANSIT UNION,  
LOCAL 1027, AFL-CIO, CLC**

**DATE OF RATIFICATION**

**TO**

**AUGUST 21, 2023**

## **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 transportation employees and administrative employees (drivers, dispatchers, road supervisors, mail runners and administrative assistants) employed by the Employer at or out of its Fresno County Rural Transit Agency ("FCRTA") Selma, California facility, who perform work under the Employer's contract(s) with THE FCRTA.

EXCLUDED: All professional and confidential employees, Dispatch Supervisors, Driver Development and Safety Supervisors(dds), Maintenance Supervisors, 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 less than thirty-five (35) hours in a work week. 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.
- 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.

The Company's intent is to provide full-time driver positions, understanding that the parties will meet and confer on the route structure in the event part-time workforce exceeds 30%.

## **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 employee by the Company or date of hire from the predecessor employer, 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, date of hire, full time, or status, and any retired or terminated employees, job classification change, changes in full 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, FCRTA, 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, 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 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 FCRTA, 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 FCRTA.

**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**

**Section 9.1 - Regulation**

In acknowledgement of the nature of the Company's operations and the very special and overriding safety considerations, the Company has adopted the adopted the "MV Transportation Substance Abuse Policy". The policy is adhered to and expressly made part of this Agreement by hereto. A copy of this policy will be provided to the Union and each employee who will be responsible for acknowledging the receipt, reading, and understanding of such policy by signing a statement to that effect.

**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 (for terminations) and to ATU Representative, emailed, 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 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 (for terminations) and to Union Representative, emailed, mailed and/or 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 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 of seven (7) days beginning at 12:01 a.m. on Saturday and ending at mid-night the following Friday.

### **Section 11.3 - Overtime Work:**

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.

### **Section 11.4— Driver Meal and Rest Periods**

All dispatch 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:**

An 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 13.6, 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 timecard.
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:**

#### **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 3 consecutive days are counted as one occurrence, provided proper notice is given. After day 3, each day of absence is counted as an occurrence unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. Absences exceeding ten (10) days may be considered for a leave of absence.
- 5) The first twenty-four (24) hours of sick leave in any given anniversary year shall not result in an attendance occurrence as long as it is used in accordance with California Labor Code 246.

### **Unexcused Absence**

- 6) 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.
  - a. Employees giving this proper notice will receive one (1) occurrence point. Employees will be provided with an updated phone list to make this contact.
  - b. An (unexcused) absence that has not been properly notified shall result in one and one-half (1 ½) occurrence points.
    - i. Failure to call more than one hour after the start of a scheduled shift for a scheduled shift (No Call/No Show) is counted as four (4) 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 unless the employee can show a justifiable excuse to the Company.
- 7) 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, the employee provides verification of an emergency, or uses their sick leave:
  - 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.
- 8) Missing a required paid meeting shall count as one (1) attendance point unless employee is on approved leave or has a verifiable emergency,
- 9) 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 nine (9) attendance points, a final written warning 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.

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

11) There will be no pyramiding of discipline.

12) 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*.

13) The Company shall recognize and adhere to all provisions of applicable federal, state, or local protected leave laws.

### **Section 13.6 - 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 13.7 -- 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 13.8 – 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 XX - SHIFT AND ROUTE BIDDING**

### **Section XX.1 Initial Bid:**

- A) Bidding shall occur for each of the following job classifications: Drivers and Dispatchers. The bid shall contain the beginning and ending time of the shift/route, days off, work to be performed on holiday schedules, number of hours worked, and for Drivers, the city or location the route will be out of. This city or location will be further referred to as their "Home Location". The parties understand that employees may be utilized to cover other locations in order to fulfill service needs which may include not starting from the Home Location.
  
- B) The Company shall develop the number of fulltime and parttime shifts and routes for each classification. The Company shall then allow each employee, in seniority order, to select a shift/route provided the employee has the appropriate credentials. For purposes of bidding, an employees seniority shall be from the last date of transfer into the employees' job classification. Drivers who made the transfer with FCRTA from EOC to MV will carry their seniority date from EOC which is deemed their "adjusted date of hire".
  
- 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) days prior to the commencement of the bid. The posting shall contain the beginning and ending time of the shift/route, days off, work to be performed on holiday schedules, number of hours worked, and for Drivers, the city or location the route will be out of. Those employees who cannot attend the bid may designate their choice by proxy. The proxy must be submitted to the General Manager or designee 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 employees standing on the seniority bid list.

### **Section XX.2 Changes in Shifts**

- A) The Company shall have the right to adjust bids on an as-needed basis without rebidding. The intent of this section is to accommodate customers and their needs. If an employee's bid fluctuates an average of five (5) hours over three payroll periods, then that employee can exercise an option to treat their bid as a "Mark Down" and follow the vacancy language.

### **Section XX.3 Vacancies in Fulltime Shifts**

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

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 or designee makes a correction or modification of a past sign up by allowing only those employees with lower seniority than the employee 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.

### **Section XX. 3 COMPANY NOTIFICATION TO EMPLOYEES**

The Company agrees to post and notify employees of any known or anticipated Company job openings or promotional opportunities within a timely manner.

**ARTICLE 14**  
**GENERAL CONDITIONS**

**Section 14.1 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 Monday at or before 12:00 pm 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 monthly 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 \$100.00 (\$100) dollars or more, the company will produce an adjustment check as soon as possible but no longer than within 72 hours (excluding weekends), if requested by the employee. If less than one hundred (\$100) dollars the adjustment check will be on the next scheduled payroll run, if requested by the employee. This process may not be necessary if an employee is on direct deposit or has elected the Company debit card program.

**Section 14.2 - 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 two (2) 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 14.3 - Citations:**

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

**Section 14.4 - 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 fit-for-duty 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 14.5 - 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 14.6 - Accident Review Committee (ARC):**

The Company will investigate and evaluate accidents. The Company shall grade all accidents by employees as to being preventable or non-preventable as soon as possible after the accident occurs. No Discipline will be initiated, until the Company has ruled on the preventability or non-preventability of the accident.

**Section 14.7 Air Conditioning**

Busses without air conditioning are considered incidents for reporting purposes. Upon reporting the loss of air conditioning, the Company will determine the appropriate measures including but not limited to, determining whether the bus can proceed on-route or having the bus downed for maintenance.

**ARTICLE 15- WAGES**

**Section 15.1 - 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.

**Drivers**

	Current	Ratification	1/1/2022	9/1/2022	9/1/2023
Start	\$14.50	\$16.00	\$17.00	\$17.34	\$17.69
1 year	\$14.50	\$16.45	\$17.45	\$17.80	\$18.15
2 years	\$14.50	\$16.75	\$17.75	\$18.11	\$18.47
3 years	\$14.75	\$17.25	\$18.25	\$18.62	\$18.99
4 years	\$15.00	\$18.00	\$19.00	\$19.38	\$19.77
5 years	\$15.50	\$18.50	\$19.50	\$20.14	\$20.54

**Road Supervisor**

	Current	Ratification	1/1/2022	9/1/2022	9/1/2023
Wage Rate	\$16.25	\$18.75	\$19.25	\$19.89	\$20.27

**Dispatchers**

	Current	Ratification	1/1/2022	9/1/2022	9/1/2023
Wage Rate	\$15.00	\$16.50	\$17.50	\$17.85	\$18.21

**Admin. Clerk**

	Current	Ratification	1/1/2022	9/1/2022	9/1/2023
Wage Rate	\$16.19	\$17.69	\$18.69	\$19.06	\$19.44

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 initial 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: Mail Runner

Beginning January 1, 2022, the mail runner will make \$.50 below the driver scale at the same years of service.

Payroll Note #3:

Any employees making above the scale for their years of service will remain that their wage rate until it

meets or exceeds the driver scale based on years of service and then they will be placed back into the scale.

## **ARTICLE 16** **PAID HOLIDAYS**

### **16.1 - Holidays:**

All full-time employees who have completed one year of service shall receive eight (8) hours pay for the following holidays every calendar year:

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

### **16.2 - 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.

### **16.3 - 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.

### **16.4 - 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 17 VACATIONS

**Section 17.1 – Eligibility.** All full-time employees shall be eligible to use accrued vacation days after one (1) year of continuous full-time employment, as further detailed in this Article.

**Section 17.2 - Vacation Pay.**

Hire – 6 month anniversary: 0 Hours/Pay Period  
At 6 month anniversary: 1.54 Hours/Pay Period  
3 Year anniversary: 3.08 Hours/Pay Period  
10 Year anniversary: 4.62 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 and other applicable paid leave.

**Section 17.3 - 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 17.4-Vacation Accrual**

Each employee may accrue up to a maximum of the equivalent of 18-months of accruals, outlined on the table above. Once an employee reaches the maximum accrual amount, no additional vacation will be accrued until vacation is used and the balance decreases below the cap. Employees will not receive retroactive credit for any period of time in which they did not accrue vacation because they had accrued the maximum amount.

**Section 17.5 – Termination of Employment.**

On termination of employment for any reason, employee will be paid all accrued but unused vacation.

**ARTICLE 18**  
**Health/Dental/Vision INSURANCE**

**Section 18.1- Designation of Benefits**

The Employer agrees to make available company provided Medical, Dental and Vision benefits for all qualified employees and their dependents.

**Section 18.2 - Qualified Employee Defined**

Qualified employees shall be determined in accordance with the Affordable Health Care Act. Employees shall become eligible to participate in the company's Health and Welfare plans, as defined in this Article, in accordance the terms of the Affordable Care Act, and shall begin on the first day of the month following sixty (60) days of employment with the Company.

The Company contribution to Health Insurance (current called Aetna Buy-up 500) shall be as follows:

<b>Aetna Buy Up PPO 500</b>	<b>Monthly Co. Contribution</b>
Employee Only	\$550.00
Employee/Spouse	\$1,080.00
Employee/Children	\$1,080.00
Employee/Family	\$1,080.00

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/she terminates from the company.

**Section 18.3 - Employee and Dependent Coverage**

Employee and Dependent coverage (if employee elects dependent coverage) shall begin on the first day of the month following sixty (60) Days of service with the Company. All benefits shall terminate on the last day of the month of termination, subject to employee's voluntary election to continue coverage at employee's cost (COBRA election). Last day of employment shall mean the last day on which the employee works any straight time hours for which employee is paid wages for such work.

**Section 18.4 - Plan Changes**

The Company reserves the right to shop for less expensive health plans, and to change to a new plan provided that the new plan meets the guidelines and requirements as established by the Affordable Care Act.

**Section 18.5 – Benefit Continuation:**

In order to continue benefit coverage under any protected FMLA leave, an employee shall contribute their monthly contribution subject to any applicable grace period. Once FMLA has been exhausted, an employee may continue their coverage in accordance with COBRA requirements.

**ARTICLE 19**  
**OTHER BENEFITS**

**Section 19.1 - Physicals/Drug Screens:**

The Company will pay the cost of required physicals at Company-approved facilities/doctors. Costs associated with any supplemental or referrals appointments as a result of an initial required physical shall be borne by the employee. For example, an employee would be responsible for any cost incurred if the initial physician requires a supplemental appointment for hearing loss or sleep apnea before approving the medical certification.

**Section 19.2 - 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: 5 shirts upon hire. 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 19.3 - 401(k) Plan:**

Employees may contribute to a pre-tax retirement savings plan after (30) calendar days of Company employment in the following manners.

The company shall match \$.20 for every \$1 up to 6% that the employee 's pay the first full pay period following ratification.

**Section 19.4 - Sick Pay:**

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

**Section 19.5-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 19.6- 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 19.7-Life Insurance:**

The Employee may enroll in voluntary employee-paid coverage in increments of \$10,000. You may also elected employee-paid AD&D, spouse coverage, and child life insurance coverage.

**Section 19.8 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 20**  
**UNION SECURITY**

**Section 20.1 - 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 20.2 - 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 20.3 - 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 20.4 - 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 20.5 - 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 21**  
**DUES CHECKOFF**

**Section 21.1 - 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 21.2 - 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 21.3 - 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 \_\_\_\_\_ ,  
2021

**Section 21.4 - 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 22**  
**TERM OF AGREEMENT**

**Section 22.1 - Effective Date:**

This Agreement shall be in full force and effect from ratification through midnight August 31, 2024.

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 22.2 - 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.**

**FOR THE UNION**

**ATU Local 1027**

\_\_\_\_\_

\_\_\_\_\_

**DATE:**

**DATE:**

**Patrick Domholdt**  
**Director of Labor Relations**

**Luis Montoya**  
**President**