



AGREEMENT

BY AND BETWEEN



MV TRANSPORTATION, INC.
(MADERA, CALIFORNIA)

AND

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

JULY 1, 2022
(Ratification AUGUST 20, 2022)

TO

JUNE 30, 2025

AGREEMENT

This Agreement is entered into between MV TRANSPORTATION doing business as MV Transportation (hereafter "Company") and the Amalgamated Transit Union, Local 1027 (hereinafter 'ATU'), and 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 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 part-time non-probationary Dispatcher and Drivers, employed by the Company and based in Madera County, California and who perform work for the City of Madera transit program, under contract to the City of Madera, M.A.X., but excluding temporary clerical personnel, professional employees, confidential employees, Road Supervisors, Dispatch Supervisors; and Safety and Training Supervisors, 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 sixty (60) calendar days. The discipline or discharge of an employee who is in a probationary status shall not be in violation of this Agreement. For clarification of this section, drivers will start their probation on the first day of revenue service following the completion of training. Probation for all other employees will commence on the first day of employment.

Any employee who misses fourteen (14) consecutive days or more shall have their probationary period extended for an equal amount time missed.

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 an employee regularly scheduled to work thirty-five (35) hours or more in a work week.
- b) A regular part-time employee is defined as an employee regularly scheduled to work at least seventeen (17) hours but less than thirty-five (35) hours in a work week, however the Company may schedule a part-time employee less than seventeen (17) hours in a workweek upon 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
- c) A temporary employee is defined as an employee assigned to work for a period of less than thirty (30) calendar 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

Except insofar as a term provides for a different effective date, this Agreement shall become effective at the moment of ratification and shall continue in full force and effect through 11:59:59 p.m. on June 30, 2025. The parties agree to begin meeting no later than sixty (60) days prior to the expiration date of this agreement in order to reach agreement on a successor agreement.

Section 2.2 - Separability

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

Section 2.3 - Waiver of Bargaining Rights and Amendments to Agreement

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

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

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 or Dispatcher, Scheduler, and Reservationist 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 alphabetical order of last names of the employees. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Article I (RECOGNITION) of this Agreement, at which time the employee shall possess seniority as defined in this Section 3.1. Seniority shall be applicable only as expressly provided in this Agreement.

Section 3.2 - Layoff

- a) Determination of Layoffs. The Company will determine the timing of layoffs and the number of employees to be laid off.
- b) Layoffs. When a reduction in the work force becomes necessary, as determined by the Company, such layoffs shall be made in reverse order of seniority in each job classification.
- c) No full-time employee will be laid off before a regular part-time employee.

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.
- 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 three (3) consecutive days without notifying the Company.

Misuse of leave as subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

Section 3.5 - Seniority List

The Company shall provide ATU with a current Seniority List by the end of the first week of the month consisting of the employee's name, address, email address, phone number, date of hire, full time or part time, and any terminated employees. Job classification change, changes in full time or part time, 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. Employees must notify the Company of any changes to the required information above.

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 prior to reinstatement of his/her prior position. 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 or offered another position if available at that time and the displaced employee is qualified at that time.

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

If an employee transfers to a higher paid job classification the employee shall not receive any wage reduction for this transfer. The employee shall then advance to the next higher pay rate above what the employee is currently receiving on the employee's anniversary date or designated step increase date whichever is first as defined by the labor agreement.

In the event an employee transfers to a lower paid job classification the employee may receive a reduction in wages if the top rate of pay for the new job classification is lower than the rate of pay that the employee was previously receiving otherwise the employee shall receive the top rate of pay or the employee shall receive the pay rate for the comparable years of service for the new job classification.

For the purpose of bidding, a transferred employee will 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 being paid by the company Shop Stewards will arrange his/her duties outside of their scheduled shift whenever possible.

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 and the employer's representative present. In the event that the ATU wishes to review the employee's personnel file without the employer representative present, the ATU may request a copy of the employee's records two times in a calendar year.

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 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. Provided that five (5) days advance, but no less than twenty-four (24) hours written notice is given to the Company by the Union, specifying the length of the leave, when possible.

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 customer, the City of Madera, 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 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.

Section 5.3 - Customer Removal

If the Company is required to remove an employee upon the demand of a customer, the Company agrees to discuss the matter with the customer in an attempt to adjust the problem and will notify the Union as soon as practical. If the customer maintains its position on the

removal of the employee, the Company will meet with the Union to decide the status of the employee and, if necessary, formulate a response to the customer to attempt to reinstate such employee.

The Union will be given a copy of the directive requiring the removal of the employee. Should the Company decide to discipline the employee, such discipline would be subject to the grievance procedure. However, the requirement to remove the employee will not be subject to the grievance procedure.

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 reasonable 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 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.

- g) To maintain timekeeping policies, practices, systems, and technology for the purpose of computing all hours worked by employees. The Company shall provide notice of these policies and procedures prior to implementation. The Union may request to meet with the Company prior to implementation to negotiate the impact on the terms and conditions of employment

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 Madera, **M.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 Madera. **M.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 individual's 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 after meeting and conferring with the union on the impact of any such changes.

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 a gender pronoun or term shall be construed to include both male and female.

ARTICLE 8 NO STRIKES/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 per work as scheduled and/or required by the Company.

ARTICLE 9 DRUG AND ALCOHOL TESTING

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

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1 - Definition of Grievance

A grievance is a claim that the Company has violated an express, specific provision of this Agreement. Employees, Union, and the Company may discuss and attempt to resolve any issues prior to resorting to the dispute resolutions process. If such attempts fail, the following procedures will apply. The following procedure for the settlement of grievances must be followed.

Section 10.2 - Procedural Steps

- a) **Step 1:** The employee, the Company and the Union shall try to resolve these disputes at the lowest administrative level possible. To that extent, the Union may present in writing to the General Manager or his designee a grievance setting forth the nature, details, date of the alleged violation, Article and Section of this Agreement claimed to have been violated by the Company. The written grievance must be dated and signed by an ATU business agent or his/her designated representative. The written grievance must be presented to the General Manager or his designee within fifteen (15) calendar days from the date the employee knew or reasonably should have known of the grieved action. The General Manager or his designee shall have ten (10) calendar days in which to render a response.
- b) **Step 2:** If the grievance is not resolved in Step 1 within ten (10) calendar days of the General Manager's Step 1 decision the Union, if it wishes to proceed further with the grievance, may request in writing, by mail, email, or other agreed upon method, within twenty (20) calendar days of notice by the General Manager or his designee, of its Step 1 decision or absence of decision, a meeting between the Region Vice President or his designee. Within fourteen (14) calendar days of the request, the parties shall schedule a meeting at the Company's Madera facility where all parties shall be present. The Vice President of operations or designee shall have ten (10) calendar days in which to render a response.

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. The order of striking shall be determined by the flip of a coin.

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 of this Agreement at issue between ATU and the Company. He/she 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/her jurisdiction and authority shall be final and binding on the aggrieved employee, ATU and the Company.

Section 11.4 - 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 11.5 - Extension of Time

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

ARTICLE 12 HOURS OF WORK

Section 12.1 - Regular Workday

The regular workday shall be determined by the requirements of the transportation schedule developed by the company and/or its revenue customers.

Section 12.2 - Regular 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 12.3 - Starting and Ending Times

A Driver's time shall start at his/her scheduled "time-in" at the terminal and shall end when he returns the bus to the terminal or parking place and completes any assigned post-trip activity, including required paperwork or reports, within a reasonable time period.

Section 12.4 - Pre-trip and Post-trip

A Driver shall perform and document a pre-trip inspection on his assigned vehicle each day prior to beginning his first shift. A Driver shall also perform a post-trip inspection removing all trash or other material left behind by passengers, at the end of his workday. Drivers will be paid for actual time spent on the performance of each activity, including fueling that may occur throughout the day.

Section 12.5 - Guaranteed Hours

A Driver who reports to work as scheduled at the time of his shift and who does not absent himself from any part of the shift shall be guaranteed two (2) hours of work or pay.

Section 12.6 - Overtime

Employees covered by this agreement shall be paid overtime wages in accordance with state labor codes.

Section 12.7 - Meal and Rest Period

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 13 LEAVES OF ABSENCE

Section 13.1 - Personal Leave

Personal leaves of absence without pay of 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. An employee may use any accumulated time under Article 19 of this Agreement to be paid for a personal leave of absence.

Time off requests must be received by Tuesday noon for the following week. Approvals will be subject to meeting operational needs. Approvals will be made on a first-come, first-served basis. In the event of an emergency, leave may be granted without prior notice.

Section 13.2 - Medical Leave

In general, leaves of absence without pay 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 or 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 its 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. The cost of this physician and any tests or diagnostics procedures shall be born equally by the Company and ATU. An employee may use any accumulated time under Articles 19 and 21.2 of this Agreement to be paid for a medical leave of absence.

Section 13.3 - Military Leave

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

Section 13.4 - Civic Leave

An employee who is required to report for jury duty or who is subpoenaed to testify at a hearing shall be granted leaves for such service. If the employee reports for service and is excused there from, he shall immediately contact the General Manager and stand ready to report to work, if requested.

Section 13.5 - 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 13.6 - 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 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 14.2 - Disciplinary Procedures

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

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

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

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

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

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

Section 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 the serious infraction, as listed in Section 14.4, attendance policy as listed in Section 14.5, the Safety Policy and Discipline as listed in Section 14.6, the Company's Drive-Cam policy, or other stand-alone policy containing its own progressive discipline, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the company against the employee who violates any rule, policy or procedure.

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

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

Section 14.4 - Serious Infractions

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

1. Falsifying company records or making false statements on application for employment or other Company forms.
2. Reporting for work while under the influence of alcohol or drugs.
3. Use or possession of any alcoholic beverage or drugs on Company premises or vehicles.
4. Refusal to take an alcohol or drug test when requested by the Company.
5. Theft of Company property or customer property or property of another employee.
6. Physical violence, or fighting, on Company premises or vehicles.
7. Possession of firearms, weapons, explosives, and similar devices on Company premises or vehicles.
8. Unwanted touching, physical contact, or indecent/sexual conduct, resulting in a conviction, or a substantiated written complaint with Company employees, passengers or members of the public. This includes sexual or other forms of harassment directed at the passengers, fellow employees, the client or any third party.
9. Insubordination, including refusal or failure to perform assigned work.
10. Threatening, intimidating, coercing, or abusing fellow employees or passengers.

11. Altering the time record of another employee, having someone else alter another employee's time record, or alteration of a time card.
12. Gross negligence, deliberate destruction, defacing, damage, or loss of any Company property or property of another employee.
13. Operating a Company vehicle without a valid driver's license and all other certificates required by Federal, State or Local law or regulation to operate the vehicle, provided that in the event of temporary loss of the required license or certification, the employee shall be first entitled to thirty (30) days or less unpaid leave of absence to correct said loss of a valid driver's license or other certificates required to operate the vehicles. An additional fifteen (15) days of unpaid leave will be granted if requested by the employee in writing. Failure to have the license or certificates after the thirty (30) or forty-five (45) day leave, whichever is applicable, shall be cause for termination.
14. Negligence resulting in a serious accident, incident or failure to follow established safety guidelines related to passenger safety.
15. Any time the terms of this agreement that specify discharge have been met.
16. Operating a company or customer vehicle that rear-ends another motor vehicle, whether moving or not. The immediate discharge shall not apply if such rear-end accident was caused by another party striking the employee's vehicle, provided the employee did not violate any traffic law as documented by the police or other accident report taken at the scene of the accident. If there is less than \$700.00 total damage and no injuries, then the accident will be treated as an Unsafe Act under Article 13.9 Safety Policy and Discipline.
17. Conviction of Local, State or Federal Laws, regulations that would disqualify anyone from employment under MV Transportation's hiring criteria. Moving violations, which are governed by the MV Safety Point System, are exempted. Employees are required to report said conviction within twenty four (24) hours.
18. Deliberately damaging or abusing property.
19. Carelessness or horseplay resulting in property damage in excess of \$5,000 or personal injury.
20. Violation of confidentiality and proprietary information policy.
21. Sexual or any other forms of harassment prohibited by Company policies.
22. Violations of the MV Safety Policy, Attendance Policy or Substance Abuse and Policy.
23. Violations of the following regarding Company vehicles and/or equipment:
 - a) Operating without a valid license appropriate for that vehicle, equipment or service.
 - b) Driving on a suspended license

- c) Driving a commercial vehicle without a valid medical card
 - d) Transporting school children without proper school bus certification as required by applicable law
 - e) Un-insurability as a vehicle operator, where applicable
 - f) Negligent use of a Company owned or provided vehicle or equipment
 - g) Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers
 - h) Use of a personal cell phone while operating a Company vehicle
24. 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.
25. Entering a passenger's home while in service or in Company uniform without a legitimate business purpose.
26. Use of Company property or Company garages for personal vehicle repair unless authorized by the Regional Vice President.
27. 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.
28. Dishonesty, theft, or improper handling of company assets or cash.

Section 14.5 - Attendance Policy

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

Section 14.6 -- Safety Policy and Discipline

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

Section 14.7 - Job Abandonment

An employee who is a No Call/No Show fails to report or call in for three (3) consecutive

scheduled working days will be considered as abandoned and voluntarily quits his/her job and will be discharged unless the employee can show a justifiable excuse to his/her employer.

Section 14.8 – Employee Handbook

The Parties agree that the MV Transportation Employee Handbook shall be the document of reference for the selected policies referred to in this CBA. If conflicting language is presented between the two documents, the CBA shall supersede the MV Employee Handbook.

ARTICLE 15 SHIFT BIDDING

Section 15.1 - Start of the Agreement

The Company shall develop the number of full-time and part-time shifts.. (as of the date of ratification there are 15 full time driver shifts) The company shall then allow each employee, in seniority order, to select the full time/part-time shifts.

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 seven (7) 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 seven (7) 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.

Section 15.3 - Periodic Shift Bidding

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) weekdays 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 given to the Project Manager or shop steward no later than the scheduled bid time, shall indicate choices in order of preference 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 by the project manager and shop steward to a route close to the one they currently have.

Section 15.4 - Changes in Shifts

The Company shall have the right to adjust shifts up to one (1) hour a day without rebidding 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.

The Company shall have no less than seventy-five (75%) of required bids to cover service levels that are between thirty-five (35) and forty (40) hours.

Employees shall complete their thirty-five (35) hour work week within their fifth scheduled day.

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 in the revenue agreements with the City of Madera and Central Valley Regional center. 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.

ARTICLE 16 GENERAL CONSIDERATIONS

Section 16.1 Payday

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

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

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

The following shall occur:

1. If the error is an employee error then the adjustment will be on the next scheduled payroll run.
2. If the error is caused by the company and the error is twenty-five (\$25) dollars or more,

the company will produce an adjustment check as soon as possible but no longer than within 72 hours, if requested by the employee. If less than twenty-five (\$25) dollars the adjustment check will be received within five working days, if requested by the employee.

Section 16.2 - 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 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/driver's 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 - Cross Utilization

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. Foreseeable dispatching opportunities (e.g., full day absences to due approved vacation or leave of absence) shall be offered to seniority available dispatcher then senior available cross-trained employees subject to overtime restrictions. Non-foreseeable dispatching opportunities (e.g. intraday) will be offered and/or assigned based on

operational needs and service demands. Employees being cross-utilized will be paid their current wage rate or other classification rate based on years of service, whichever is greater, for all hours being cross-utilized.

ARTICLE 17 WAGES

The bargained wage scale increases and progressions will take effect upon ratification and be retro back to July 1, 2022 for all employees employed as of the date of ratification:

Section 17.1 - Drivers

DRIVER	7/1/2022	7/1/2023	7/1/2024
New Hire	\$18.75	\$19.25	\$19.75
1+ Years	\$19.00	\$19.50	\$20.75
2+ Years	\$19.28	\$21.25	\$21.75
3+ Years	\$21.86	\$22.75	\$23.44
4+ Years	\$24.35	\$25.34	\$26.09
5+ Years	\$27.27	\$28.50	\$29.85

Section 17.2 - Dispatchers

DISPATCH	7/1/2022	7/1/2023	7/1/2024
New Hire	\$19.25	\$20.00	\$21.00
1 + years	\$19.50	\$20.50	\$22.00
2 + years	\$19.63	\$21.00	\$23.00
3 + years	\$20.02	\$22.00	\$24.00
4 + years	\$20.42	\$23.00	\$25.50
5 + years	\$21.75	\$24.00	\$26.00

Trainers selected by the Company shall be paid one dollar and twenty-five cents (\$1.25) per hour for all time actually spent doing such training.

Sections 17.3 - Contract Minimums

An employee covered by this agreement shall be assigned to one of the classifications shown under this Article. The employee shall receive an hourly rate of pay equal to or greater than the rate contained within this Article, however, the rates are contract minimums, and the Employer retains the right to pay greater than these rates of pay. Any increased in rate of pay greater than those listed in the C.B.A. shall not occur without a meet and confer process. Any increase shall not avoid any compensation of wages in the wage progression.

ARTICLE 18 PAID HOLIDAYS

Section 18.1 - Holidays

All non-probationary, regular full-time employees shall receive pay for the following holidays.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veterans Day (effective July 1, 2021)
6. Thanksgiving Day
7. Christmas Day

Employees who complete ten (10) years of continuous employment shall receive in addition to the above holidays one (1) floating holiday per year; subject to the presence of necessary employees required to cover all work assignments it being recognized that a maximum of one (1) employee per day may take their floating holiday.

Section 18.2 - Holiday Pay

Holiday pay shall be calculated at the employee's straight time hourly rate and will be a maximum of eight (8) hours. If an employee works on a paid holiday, the employee will be paid for time worked, plus holiday pay. Holiday pay shall not be counted as hours worked for the purpose of computing overtime. Employee must work on the last day on which he is scheduled to work before the holiday, and the first day on which is scheduled to work following the holiday.

Section 18.3 – Reduced Service Days/Holidays

Any changes in holidays/reduced service implemented through a contract amendment with the City of Madera will be added to the above list of paid holidays. Employees shall receive their eight (8) hours of holiday pay; plus actual hours worked that day at their regular hourly rate. With the exception that if the holiday/reduced service falls on an employee's regularly scheduled day off, and the employee has volunteered to work, the employee shall then be paid at the rate of one and one half (1 ½) for all hours worked, plus the holiday pay.

Work schedules for these days will be determined by the company based upon service need.

ARTICLE 19 VACATIONS

Section 19.1 - Eligibility

All regular employees shall receive, after one (1) year continuous employment, paid vacation as further detailed in this Article. If an employee separates from employment at any time for whatever reason, the employee shall be cashed out the vacation hours he has accrued. Vacation may be used with the advance approval of the Company.

Section 19.2 - Vacation Accrual

Full-time Employees:

- After one (1) year of service - **3.33 hours** per month / **40 hours** /5 days
- After three (3) years of service - **6.66 hours** per month / **80 hours** / 10 days
- After five (5) years of service - **10 hours** per month / **120 hours** / 15 days

Part-time Employees:

- After two (2) years of service - Twenty-Four (24) hours / **3 days**
- After five (5) years of service - Forty (40) hours / **5 days**

Section 19.3 - Vacation Schedule

The Company shall prepare and post by December 5th 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 1st 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 four (4) Drivers, one (1) Dispatcher be allowed to schedule vacation during the same period of time.

Section 19.4 - 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.

ARTICLE 20 INSURANCE

Section 20.1 - Provision

The company agrees to provide eligible bargaining unit employees Company provided Health and Welfare Plan(s) (Medical, Prescription Drug, Dental & Vision).

Section 20.2 - Eligibility

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

Section 20.3 - Affordable Care Health Insurance Plans

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

Section 20.4 - Medical Insurance Contribution

The Company will contribute seventy-five percent (75%) of the total monthly premium for the employee only coverage.

1. Effective **July 1, 2023**, the Company will contribute eighty percent (80%) of the total monthly premium for employee only coverage. The employee shall pay premiums for dental and vision coverage.
2. Effective **July 1, 2024**, the Company will contribute eight-five percent (85%) of the total monthly premium for employee only coverage. The employee shall pay premiums for dental and vision coverage.

Section 20.5 - Dental Insurance Contribution

The employee shall pay premiums for dental insurance

Section 20.6 - Vision Insurance Contribution

The employee shall pay premiums for vision insurance

ARTICLE 21 OTHER BENEFITS

Section 21.1 - Uniforms

Drivers: The Company shall supply drivers with uniforms. The company will supply shirts and pants, Employees may also wear outerwear that is appropriate to the job, i.e. clean, non-

logoed and in a state of good repair. Lost or missing uniforms shall be replaced at the expense of the driver. Driver uniforms shall be replaced due to normal wear and tear; it being understood the uniforms being replaced must be returned to the Company. The Company shall be responsible for providing, and cleaning of pants and the driver shall be responsible for the cleaning of shirts.

Section 21.2 – ATU National 401(k)

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

The Employer hereby agrees to participate in the ATU National 401K Pension plan for all eligible participants on behalf of all employees represented for purposes of collective bargaining under this agreement and shall authorize the Plan to allow for participating employee, upon his/her request, to take loans on his/her contributions to the Plan.

The Employer will make or cause to be made payroll deductions from participating employee's wages in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sum to ATU National Pension Plan or its successor at such time, in such form and manner as required pursuant to the Plan and Declaration of the Trust (the "Trust").

Effective July 1, 2022, The Company will match dollar for dollar of the employee's contribution, up to a maximum of three (3%) of the employee's annual compensation. None of the terms, conditions, or language of the Plan shall come under the Grievance and Arbitration provision of the Agreement. The Union will hold the Company safe and harmless from any and all liability arising out of the administration of the plan.

The Employer will execute a Participation Agreement with the Trustees of the Plan evidencing Employer participation in the Plan effective prior to any employee deferral being received by the Plan.

For employees who chose to participate in the 401k program, the Company shall deduct and post employee contributions and Company matching biweekly.

Section 21.3 - Sick Leave

Sick Leave Accumulation: All new hire employees will receive twenty-four (24) hours of sick pay available for use after completion of ninety (90) days of employment. All full-time employees shall be entitled to sick leave as outlined below, awarded on July 1st of each year.

- After 1 – 6 years – 40 hours
- After 7+ years – 48 hours

Part-time employees shall be entitled to Twenty-Four (24) hours of paid sick leave per year, on July 1st of each year.

Sick Leave Day Use: After ninety (90) days of employment an employee may use paid sick

leave for all reasons allowed under the California law.

Forfeiture: An employee whose employment terminates for any reason shall forfeit all accumulated sick leave pay.

Section 21.4 - Extra Work

Weekly, drivers will have the opportunity to sign up for any work that is left unassigned. This work will be assigned weekly and by Seniority order with least amount of impact to Overtime, However, Extra Work assigned will be by rotation through a complete cycle of the seniority list. An Employee may pass on Extra Work two (2) times and hold their place in the rotation. Pass a third time and you drop to the bottom of the rotation list.

Section 21.4 - Funeral Leave

Company shall pay for the following funeral leave: In the event of death in the immediate family of an employee who has one or more years of continuous service, he /she shall, upon request, be granted such days off with pay (up to eight (8) hours at the regular pay rate) as is necessary to make arrangements for the funeral and attend same, not to exceed two (2) regularly scheduled working days. Employees who attend funerals out of state or over one hundred fifty (150) miles will be allowed one (1) additional day of funeral leave pay. For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents, grandchildren and legal stepchild.

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 (30th) day following the effective date of this Agreement shall 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 twenty (20) 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 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 seven (7) 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). The Company shall 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 initiation fees, dues, and assessments 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 (30th) day of the month, provide ATU a written statement containing the names of the employees from whose pay, and in what amount, such deductions have been made and shall simultaneously therewith rebate the total amount of such monthly deductions to ATU.

Section 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 23.1 of this Article, the wages owed an employee after deductions mandated by any governmental body 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 23.1 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.

CHECKOFF AUTHORIZATION

Authority to Deduct. I hereby authorize MV Transportation 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, applicable initiation fees, monthly membership dues, and/or assessments required of all employees as a condition of acquiring or retaining membership in said Local 1027.

Revocability of Authorization. This Checkoff Authorization shall be irrevocable for a period of one (1) 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.: (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 to honor the Checkoff Authorization, or (2) during any period when there is not a collective bargaining agreement in effect obligating MV Transportation to honor the Checkoff Authorization.

I voluntarily executed this Checkoff Authorization on — — — — — _20, _

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 23.

ARTICLE 26 TERM OF AGREEMENT

Section 26.1 - Effective Date

In accordance with Section 2.1, this Agreement shall be in full force and effect at the moment of ratification through 11:59:59 p.m. on **June 30, 2025**.

Section 26.2 - Renewal

It is the desire 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 therefor agree to commence negotiations on a successor Agreement thirty (30) days in advance of the expiration date provided in Section 26.1 so as to allow them a reasonable opportunity to reach a settlement.

MV Transportation, Inc

ATU Local 1027

 August 22, 2022

Heidi Heath
Director of Labor Relations

 8.22.22

Luis Montoya
President B.A.

Appendix A

Extra Work Assignments

1. If you are on the extra work list and not available to accept a piece of work, you will be passed for that piece but will have the opportunity again for next available extra work.
2. Each piece of work will be offered first to the most senior Driver who has not been able to accept extra work.
3. Once you have accepted a piece of extra work, you will only be asked again when in seniority order the rotation comes back to you, or you are the most senior person who is available to accept a piece of extra work.
4. You are allowed to say no, or pass on a piece of work three times in a bid cycle and then your name will be removed from the extra work list until the next effective bid. In the event that the list is exhausted, then these removed drivers will be assigned work prior to asking regular drivers. Then cross trained employees.
5. When no one is available to cover an entire piece of work, it will be broken as efficiently as possible into pieces and offered in seniority order by the above procedure listed in #4.
6. Each week drivers sign the Extra Work List for the next week. Each Extra Work List week starts on Saturday and ends with Friday. The rotation starts Saturday with the most senior person who has signed the list to be offered extra work.