

Please note this is revised Collective Bargaining Agreement information for the MV Transportation San Benito County location operating San Benito County Express for the San Benito County Local Transportation Authority.

The wage rates listed are effective **January 1, 2019.**

**WAGES AND FRINGE BENEFITS FOR THE MANAGEMENT AND OPERATION OF  
SAN BENITO LOCAL TRANSPORTATION AUTHORITY - COUNTY EXPRESS**

**IMPORTANT NOTE AND DISCLAIMER**

The wages and benefits paid to all dispatchers and operators for the MV Transportation San Benito County operating location are governed by a collective bargaining agreement (CBA) between MV Transportation and the SMART UTU – Local 23. The agreement is attached for review. **The agreement expires June 30, 2019, wages and benefits are expected to increase in the upcoming negotiations.**

**BARGAINED, NON-EXEMPT DISPATCHER AND OPERATOR BENEFITS:**

**HOLIDAY PAY:** Full time employees are eligible for six (6) paid holidays. Part time employees are eligible for four (4) paid holidays.

**MEDICAL INSURANCE:** The Company offers medical insurance to eligible employees determined under the provisions of the Affordable Care Act (ACA). For “Grandfathered employees,” the Company will contribute \$425.00 per month. For Non-Grandfathered employees, the Company will contribute \$325.00 per month to the cost of the plan.

**DENTAL AND VISION INSURANCE:** The Company shall provide Dental and/or Vision Insurance at no cost to the eligible full-time employee for employee only coverage if that employee elects not to take the medical insurance; otherwise employees will have the option to participate in Dental and Vision Insurance at group at their own cost.

**LIFE INSURANCE:** The Company shall maintain life insurance coverage for employees at Ten-Thousand Dollars (\$10,000) per employee payable to a surviving beneficiary.

**401K:** The Company shall provide a 401K Retirement Savings Plan to full time employees. The Company shall match \$.10 for every dollar an employee contributes to this plan up to six (6) percent of an employee’s annual salary.

**VACATION PAY:** Full time employees start to accrue vacation on the first day after their first year at the rate of 3.33 hours per month. The accrual rate increases to 6.66 hours per month after three years of full time employment. The accrual rate increases to 10 hours per month after five (5) years of service.

**SICK PAY:** Full-time employees shall be eligible for four (4) hours of sick pay for every calendar month, up to a maximum of forty-eight (48) hours annually. Part-time employees are eligible for two (2) hours a month up to a maximum of twenty-four hours annually.

**BEREAVEMENT:** The Company shall provide time so that individuals attending to a death in the immediate family shall be allowed up to three (3) days of paid bereavement leave.

**SAFETY BONUS:** The Company agrees to develop a monthly safety program where eligible employee would participate in some form of drawing for cash or cash equivalent prizes, not to exceed \$300.00 per

month for the entire division.

**NON-BARGAINED, EXEMPT EMPLOYEE BENEFITS:**

**MEDICAL:** Full time employees and those who qualify under the ACA are eligible for health, dental and vision benefits.

**VACATION PAY:** Employees working 70+ hours in a pay period accrue 1.54 hours per pay period after one year of employment. After three years the accrual increases to 3.08 hours per pay period.

**PAID SICK TIME:** The Company provides sick leave benefits in accordance with the California Sick Leave Act (24 hours of sick leave per year) to full time and part time employees.

**PAID HOLIDAYS:** All employees are eligible for six (6) paid holidays.

**SUPPLEMENTAL VOLUNTARY BENEFITS:** Following 30 days of employment full time and part time employees are eligible to participate in company offered benefits for short term disability, accident care, critical illness, universal life, and term life insurance.

**FLEXIBLE SPENDING ACCOUNTS (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

**EMPLOYEE ASSISTANCE PROGRAM:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

**SUPPLEMENTAL LIFE, AD&D, AND DISABILITY INSURANCE:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through The Standard Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees. Employees are eligible effective on the 1st of the month following their waiting period.

**401(k):** Employees are eligible to participate in the Company offered 401(k) program with a Company match.

**WAGE RATES (As of 1/1/2019)**

Position	Status	Pay Rate as of 1/1/2019	Seniority Date
<b>Bargained Employees</b>			
Operator	Regular Full-Time	\$15.70	1/27/2014
Operator	Regular Part-Time	\$15.45	10/16/2015
Operator	Regular Full-Time	\$15.70	2/20/2014

Operator	Regular Full-Time	\$17.89	4/17/2008
Operator	Regular Full-Time	\$15.00	12/19/2016
Operator	Regular Full-Time	\$18.23	3/22/2005
Operator	Regular Part-Time	\$15.70	6/23/2014
Operator	Regular Full-Time	\$15.00	12/19/2016
Operator	Regular Full-Time	\$22.98	3/25/1991
Operator	Regular Full-Time	\$17.17	9/23/2010
Operator	Regular Full-Time	\$17.89	11/20/2007
Operator	Regular Full-Time	\$20.97	7/9/1996
Operator	Regular Full-Time	\$14.00	2/3/2018
Operator	Regular Full-Time	\$14.00	1/31/2018
Operator	Regular Full-Time	\$17.89	4/17/2006
Dispatcher	Regular Full-Time	\$25.37	2/1/1988
Dispatcher	Regular Full-Time	\$16.50	1/1/2019
<b>Non Bargained Employees</b>			
General Manager	Full-Time	Confidential	
Project Manager	Full-Time	Confidential	

**COLLECTIVE BARGAINING  
AGREEMENT BETWEEN**

**MV TRANSPORTATION, INC  
Hollister, California**

**AND**

**SMART -UTU  
LOCAL 23**

**Effective July 1, 2016  
Through  
June 30, 2019**

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## **PREAMBLE**

Both the MV Transportation (herein referred to as the Company) and the SMART Local 23 (herein referred to as the Union), agree that the purpose of this Labor Agreement is to ensure that all MV employees be treated with mutual respect, dignity, and fairness. To that end, it is the expressed goal of MV Transportation to use a system of personnel administration that will be unbiased in the recruitment, examination appointment, training, promotion, transfer, layoff, removal, and discipline of employees.

All rules, practices, and policies will be applied equally and impartially. MV Transportation recognizes this to be important for the resolution of employee grievances and disputes.

It is the goal of MV Transportation and SMART Local 23, that it is in our mutual interest to foster harmonious labor management relations and to create a work place environment that is healthy, cooperative, supportive and mutually trusting.

The Company and Union further agree that the purpose of the Company organization is to provide public transit service. Both further agree that they shall strive to achieve excellence in the provision of public transit services to San Benito County residents. All clients of the Company organization shall be treated with respect, dignity, and fairness.

This preamble expresses the mutual intent of the parties. It is not subject to the grievance procedure.

## **ARTICLE 1**

### **PARTIES TO THE AGREEMENT**

This Labor Agreement has been executed by a representative of MV Transportation, hereinafter referred to as the Company, and by a representative(s) of SMART Local 23, hereinafter referred to as the Union

## **ARTICLE 2**

### **NON-DISCRIMINATION IN EMPLOYMENT**

No person applying for employment or employed by MV Transportation shall be unlawfully discriminated against, according to state and federal law, because of race, color, religion, marital status, national origin, ancestry, sex, sexual preference or orientation, pregnancy, parenthood, political affiliation or political belief, physical or mental disability, or Union activity or lack thereof.



## **ARTICLE 3**

### **AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Labor Agreement, the follow authorized agents have been designated:

A. Company's principal authorized agent shall be the Labor Director or his/her duly authorized representative.

MV Transportation  
5910 N. Central Expy. Suite 1145  
Dallas, TX 75206

MV Transportation  
3240 Southside Road  
Hollister, CA 95023

B. Union's authorized agent shall be the President, or his/her duly authorized representative.

SMART Local 23  
1200 River Street  
Santa Cruz, CA 95060

## **ARTICLE 4**

### **RECOGNITION**

The Union is recognized as the exclusive representative for the purpose of collective bargaining with the respect to rates of pay, wages, hours of work, and other conditions of employment for the employees of the production unit as certified by the National Labor Relations Board (NLRB), Dispatchers and Drivers.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the express provisions of this Agreement, the Company has and retains the sole and exclusive right to manager its business including but not limited to the following:

A. Direct the workforces, including the right to hire, promote, demote, discharge, lay off or transfer any employee, and maintain the discipline and efficiency of its

- employees.
- B. Reprimand, suspend, discharge, counsel or otherwise discipline employees for just cause.
  - C. Determine and schedule working hours, allot and assign work, shifts, routes and overtime.
  - D. Close down, reduce or expand the Company's facility or any parts thereof; reduce, alter combine, transfer, amend or cease any operation of service.
  - E. Determine the size or composition of the workforce.
  - F. Determine the policies, procedures and rule affecting the selection or training of employees.
  - G. Determine and implement measures to promote safety and to protect the health and property, including the administration of the Company's drug and alcohol policy.
  - H. Make, change, amend and enforce rules, policies and practices not in conflict with the specific provision of this Agreement. The Company issued Employee Handbook shall outline all rules, regulations, and policies. For purposes of this Agreement, the Handbook Policies concerning attendance, safety, and minor/major rules violations shall apply. Prior to the implementation of any new or revised work rule, regulation or policy, the Company will issue an addendum to the Employee Handbook with a copy given to each employee and the Union at least thirty (30) days, or as soon as practicable prior to implementation subject to Management Rights as outline in Article 5 of this Agreement. The Company and the Union shall meet and confer on the impact of new rules and revisions.

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

All management rights and powers are vested exclusively in the Company and are not subject to the grievance or arbitration provisions of this Agreement. These rights shall be limited only as specified in this Agreement or applicable state or federal laws.

The Company's failure to exercise any right, prerogative or function hereby reserved to it, or the Company's exercise of any such right, prerogative or function in a particular way, shall not be

considered a waiver of the Company's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 6**

### **UNION RIGHTS**

#### **6.1 Representation**

The Union has the exclusive right to represent employees in the representation unit as specified by municipal, state, and federal law. The Union will notify the Company and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

The Union may select up to two (2) persons, in addition to its staff members to act as official representatives and will notify the Company as to those individuals so selected.

Official representatives shall represent the Union in jointly scheduled meeting with the Company to address matters of mutual concern. Union official representatives who are Company employees may utilize time during normal working hours for meeting and conferring and or negotiations with authorized representatives of the Company subject to advance scheduling. Such meetings will normally be scheduled during regular working hours.

#### **6.2 Steward Program**

Union stewards shall mean permanent employees within the same bargaining unit, who are members of and are designated by the Union to assist employees for the purposes of processing grievances. The Employee Unit shall select up to four (4) stewards.

Union agrees to notify the Company in writing of the names and titles of the steward(s) representing employees and shall send a copy of such notice to the Human Resource Director/and or designee. Changes to the listing of stewards will be provided by the Union as they occur. Only employees named on the current list will be recognized by the Company as stewards of the Union.

Stewards shall be subject to the following:

- A. A designated Steward shall be authorized a reasonable amount of time off up to thirty (30) minutes without loss of pay to investigate and present grievances and disciplinary appeal of employees.
- B. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of the Agreement.

C. Before performing grievance and disciplinary appeal work, the steward will obtain release time when necessary from his/her supervisor and shall report back to his/her supervisor when the grievance or disciplinary work is completed. Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment. The steward's absence will not interfere with the work of the unit.

D. Stewards shall receive no overtime for time spent performing a function of a steward.

### **6.3 Union Access**

. Authorized Union staff representatives desiring access shall first request permission from the appropriate management representative, at which time the authorized representative shall inform said management representative of the purpose of the visit. Said management representative may deny access to the work location if in his/her judgment it is deemed that a visit at that time will interfere with the operations of the facility thereof, in which event said management representative will offer an alternative time and/or location for the visit. In cases where management denies access to a work location and the issue which gives rise to the request for access is one of employee health or safety, then the Company shall provide controlled or escorted access.

Stewards will be allowed to meet with new hires during training to inform them about the Union and to fill out applications for membership and dues deduction forms.

### **6.4 Bulletin Board**

Where such space is available, the Company will furnish for the use of the Union, reasonable bulletin board space at reasonable locations. If space is not available on Company bulletin boards, the Union may install, at its own expense, bulletin boards at locations approved by the Management. Union installed boards shall be of reasonable size and construction as approved by the Management.:

- Union agrees that notices posted on Company and Union bulletin boards shall not contain anything that may reasonably be construed as maligning or derogatory to the Company or its representatives.

### **6.5 Labor and Management Meetings**

It is the intent of the Union and the Company to meet quarterly/or when more often if deemed necessary to discuss issues pertaining to the operation, conditions of employment and Labor – Management issues but in any case shall meet no less than twice a year. The purpose of the

meetings is to enhance communication in order to maintain and improve Labor – Management relations. Employees attending as Union Representatives during their working hours shall not lose any paid time to attend these meetings.

## **UNION SECURITY**

### **6.6 Union Security**

6.6.1 As a condition of employment, all employees covered by this Agreement shall, thirty-one (31) days after the date of execution of this Agreement, or, in the case of new employees, thirty (30) days after date of hiring, become members of the Union and remain members of the Union in good standing. Reference to the requirement to become and/or remain "members of the Union in good standing" is intended to be limited to the requirement for tendering dues, as that requirement is set forth and has been interpreted under Section 8(a)(3) of the National Labor Relations Act, as amended.

6.6.2. No employee shall be obligated to pay dues to the Union until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit. The Company shall notify the Union of new bargaining unit employees, within thirty (30) calendar days of the date the employee is hired.

6.6.3. In the event an employee, due to his/her own negligence, fails to apply for or to maintain his membership in the Union, the Union may give the Company written notice of such failure, and the Company, not later than seven (7) days following receipt of such written notice, will remove the employee from all work schedules and refrain from assigning the employee to perform bargaining unit work until he/she returns to good standing with the Union.

### **6.7 Dues Deductions**

6.7.1 The Union has the sole and exclusive right to have employee organization membership dues deducted by the Company for employees in the bargaining unit.

6.7.2. The Company shall deduct, in accordance with the Union's dues schedule, union dues from the wages of all employees who are members of the bargaining unit. In the like manner, back dues will be deducted where the Union notifies the Company and the employee in writing of the amount in arrears. The Union shall advise the Company as to the amount of current monthly dues to be deducted and shall certify that such dues were set in accordance with the Union's Bylaws. The Company shall remit such dues to the address furnished to the Company by the Union. The Union agrees to update as soon as possible if there is an address change.

6.7.3. The Company shall, without charge, pay to the Union upon deduction all sums so deducted. The Union dues or fees will be deducted each bi-weekly pay period and remitted, along with a list of the names and employee numbers of those for whom the deductions were made to the Union. For any employee that a deduction of dues or service fees was not submitted to the Union a reason for non-deduction and any applicable information (i.e.,

extended leave, medical leave, separation and dates) shall be noted and submitted along with the deductions. This deduction report shall be submitted in an electronic format for importing and posting purposes.

6.7.4. The Company shall upon request from the union, without charge, furnish the Union with a comprehensive list of all employees covered by this MOU. This list should be sent in an electronic format that both the Union and Company agree upon.

6.7.5 The Union will forward to the Company a copy of any payroll deduction authorization forms in a timely manner and the Company shall forward to the Union any such authorization forms received on their end so that both parties can accurately assess the employees and their deduction selection.

The Company shall notify the Union representative if any member of the bargaining unit revokes a dues authorization.

If an employee fails to meet the obligation to pay dues after fourteen (14) days upon notice of such failure in writing by the Union to the Company, this shall be considered grounds for the Company to terminate the employee.

Voluntary \PAC Any member who chooses to contribute to thePAC fund may do so by submitting a PAC authorization form to the Union specifying the amount they choose to have deducted each pay period. Such authorization will stay in effect until the member requests in writing to the Union that such deduction shall be stopped. If any contributing member is no longer in a position subject to this MOU their deduction will be stopped by the Company and the Union will be advised both of the reason and their separation date. The Union will forward to the Company a copy of any such authorization forms requesting to start or stop any such deductions.

Union agrees to provide MV Transportation with updated dues structure at least one month prior to the effective date of the change. Questions regarding Dues Deduction should be directed to SMART Secretary Treasurer

## **6.8 Hold Harmless Provision**

The Union agrees to defend, indemnify and hold harmless the Company and its officers, employees and agents against all claims and liability arising out of any actions taken by the Company under this Article, provided that the Company has complied with the terms of this Article, and has timely notified the Union of any proceeding, court, or administrative action against the Company under this Article.

## **ARTICLE 7**

### **SAFETY**

#### **7.1 Work Environment**

The Company recognizes its obligation to provide a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the Company reserves the right to adopt reasonable departmental rules and regulations, which become effective when posted.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor. The Company agrees to provide adequate drinking water at all times for employees.

#### **7.2 Health and Safety Committee**

The Company shall establish a Health and Safety Committee. The Committee shall consist of equal numbers of Company and employee appointed representatives. Representatives shall be appointed from all employee groups. The Health and Safety Committee can review accidents and injuries and may make recommendations to the Company.

The Union shall appoint its members to the committee. Paid Union officers may attend the safety committee meetings. The committee shall convene quarterly.

#### **7.3 Safety Equipment and Clothing**

The Company shall supply employees with any safety equipment, tools, or clothing if required to do so by the State of Ca., Dept. of Labor, Department of Occupational Health Safety.

#### **7.4 Cell Phone Use**

Operators of passenger vehicles include Coach Operators, Mechanics, Fuelers, and Utility personnel. Violations of this Section may be grounds for immediate termination.

1. Any use of cellular telephones and other personal communication devices which include hands-free devices (e.g. Bluetooth, Blackberries, Pagers, and Text Messaging devices) during the operation of a company vehicle is prohibited. Company vehicle is defined as any vehicle designed or used to transport passengers. (e.g. Busses, Cars, Vans, Trucks).

2. Cellular telephones and push to talk communications devices may be used only when they do not pose a risk to safe driving. The vehicle must be in safe location, in park, and emergency/parking brake engaged.

3. When the Company Vehicle is secured the use of cellular telephones is permitted and should be limited to break or meal periods.

4. The use of cellular telephones for personal calls during your working hours is discouraged, but in the event that there is a need, the use of electronic devices should not cause delays of schedules.

5. If it becomes necessary to use a cellular telephone in a bona fide emergency situation, and where permitted by law, employees must pull over, park in a safe location and secure the vehicle prior to using a cellular phone.

## **ARTICLE 8**

### **COMPENSATION**

#### **8.1 General Salary Increases:**

8.1.1 Effective July 1, 2016, bargaining unit salaries shall follow the wage scale listed in Appendix A.

8.1.2.1 Effective on the anniversary date employees with more than 10 years of service will receive an increase upon their hire date as listed in Appendix A. For purposes of this provision the hire date is the date of hire with MV Transportation.

## **ARTICLE 9**

### **INSURANCE BENEFITS**

#### **9.1 Medical Insurance:**

##### **9.1.1 Medical Insurance Premium Contributions: Effective January 1, 2014**

Eligibility for the plan will be determined under the provisions of the Affordable Care Act. Eligible employees can participate in the company's Affordable Care Health & Welfare Plans (Medical, Prescription Drug, Dental & Vision) first day of the month following sixty (60) calendar days of employment. These plans will be priced according to the "affordability" definition under the Affordable Care Act.

:

A) Employees enrolled in Medical Coverage August 2013 ("Grandfathered" employees) – The Company shall pay 80% of the employee only Health Insurance premium rate toward the Cigna Affordable Choice OAP Plan. For 2017, the rates are:



<b>CIGNA Affordable Choice OAP Plan</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	515.64	\$412.52	\$51.56
Employee/Spouse	1,108.57	\$412.52	\$348.03
Employee/Children	979.64	\$412.52	\$283.56
Employee/Family	1,675.71	\$412.52	\$631.60

Employees enrolled in Medical Coverage August 2013 – Beginning January 1, 2018, the Company will discontinue the CIGNA Affordable Choice Plan and offer the Company Health and Welfare Plan(s). The Company will contribute \$425.00 per month to the cost of this medical prescription drug coverage.

B)Non-Grandfathered employees– Non-Grandfathered employees are current on the Company Health and Welfare Plan(s) with the Company contributing \$300.00 per month to the cost of the plan.. Beginning January 1, 2018, The Company will contribute \$325.00 per month to the cost of this medical/prescription drug coverage. The Company will work with the Union to continue research on alternative insurance plans.

**9.2. Dental and Vision Insurance:** The Company shall provide Dental and/or Vision Insurance at no cost to the eligible full-time employee for employee only coverage if that employee elects not to take the medical insurance; otherwise employees will have the option to participate in Dental and Vision Insurance at group at their own cost.

**9.3 Life Insurance:** The Company shall maintain life insurance coverage for unit employees at Ten-Thousand Dollars (\$10,000) per employee payable to a surviving beneficiary provided that the company’s form is signed and on file.

All employee contributions must be made via payroll deductions, except in the case of Leave of Absence, when other arrangements may be made. The employee’s coverage shall end as of the last day of the month in which he terminates from the company.

The Company reserves the right to modify health and welfare plans to comply with the required and mandatory Affordable Cate Act standards. Such required modification shall not negate the terms and conditions of this Agreement.

## **ARTICLE 10**

### **HOURS OF WORK AND OVERTIME**

#### **10.1 Regular Workday and Workweek**

The regular workday will be determined by the requirements of the transportation schedule developed by the Company and/or its customers. In the event there is a change in a workweek schedule the Company will give as much advance notice as operationally feasible. Full time employees shall be employees who work 35 or more hours a week.

#### **10.2 Overtime Defined**

Overtime is any work in excess of forty (40) hours per week for drivers. All other employees are covered under California State Law, which pays at a rate of 1 ½ hours for every hour worked at an employee's regular rate of pay for any time after eight hours of work.

10.2.1 Unless regularly scheduled, management must approve overtime hours.

10.2.2 Overtime shall be assigned based on an employee's seniority in the classification that is scheduled for overtime. When overtime is scheduled, senior employees shall have the option to work or decline the overtime. For operational needs the junior employee(s) shall be required to work the overtime.

#### **10.3 Overtime Compensation**

10.3.1 Overtime shall be compensated at the rate pay of one and one half (1 ½) hours for every hour worked at an employee's regular rate of pay.

#### **10.4 Minimum Callback**

Employees called into work for hours not contiguous to their regular work schedule shall receive a minimum of two (2) hours compensation for each call in. Employees who are called back to work and who refuse work that they were otherwise not called back to work for, shall, for the purpose of this provision, have waived the two (2) hours minimum call back pay if their time is less than two hours.

## **ARTICLE 11**

### **TRAINING**

The Company shall provide adequate training where required to all employees, particularly drivers, in order that they can perform their jobs in the most efficient and safe manner. In addition, the Company shall pay for any driver training required under law in order to perform their job duties and responsibilities. The Company shall provide compensation for any travel

time related to special training. The Company will continue to offer a payroll deduction plan to assist drivers acquire any needed licenses and certifications.

## **ARTICLE 12**

### **SENIORITY**

#### **12.1 Company Seniority**

Company seniority will consist of an employee's continuous service with the Company since his/her most recent assignment as a bargaining unit employee, including continuous service commencing with a predecessor company, and will not be broken except as provided in this article.

#### **12.2 Classification Seniority**

Classification Seniority will consist of the total length of employment that an employee has in the job classification that they occupy since his/her date of entry into that classification

#### **12.3 Layoffs**

In the event that the Company should determine that layoffs are necessary the principle of seniority will be applied. Seniority will also apply in cases of recall of laid off employee when work becomes available. Laid-off employees will be given a maximum of fifteen (15) days from the date of postmarked to answer written notice of recall sent to the employee's last known address, and will return to work when notified or will be considered quit.

**Reduction of Work:** Where operationally feasible, management shall make accommodations to senior employees in hours of work and driver's route when there is a reduction of work and hours. The Division Manger shall offer to senior employees what work is available to meet those operational needs.

#### **12.4 Transfers and Promotions**

Seniority will apply in cases of transfer or promotion from one job to another job whenever job openings exist with the bargaining unit. Transfers into this division from another location shall maintain company seniority for the purpose of establishing a rate of pay and benefits for said employee. All transfers will start at the bottom of the seniority list for establishing bidding rights within this division. Temporary transfers from another location working at the Division and vice versa, will maintain their wages and benefits when performing the work.

#### **12.5 Qualifications**

In all situations in this article, employees must be qualified and be in possession of the proper certifications to perform the available work in order to exercise seniority rights.

## **12.6 Termination of Seniority**

Seniority will be terminated by:

- a. Discharge
- b. Voluntary Quit
- c. Twelve (12) consecutive months of layoff
- d. Seniority will terminate within 120 days upon accepting a Staff Positions e.g. Supervisor, Dispatcher or Clerk

## **12.7 Seniority List**

The Company agrees to post a current seniority list at the beginning of January and June of each year.

# **ARTICLE 13**

## **REVENUE CONTRACT TO PREVAIL**

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

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

## ARTICLE 14

### LEAVES

#### 14.1 Sick Leave

Sick Leave shall be considered as approved leave off for employees who have earned it under the provisions outlined in Article 18 and who have approved scheduled time off by management.

#### 14.2 Vacation

Vacation credit for eligible employees is earned each month on a proportionate basis based on the percent of time or number of hours on a pay status for that month at a rate determined by the length of qualifying service. Employees must be on pay status at least one-half of the working hours of a month to earn vacation credits for that month.

A. Accrual: Vacation credit will be earned by an eligible employee on a pay status beginning the first month during which the required qualifying service is completed, at the follow rates:

1. Full time employees start to accrue vacation on the first day after their first year at the rate of 3.33 hours per month.
2. The accrual rate increases to 6.66 hours per month after three years of full time employment.
3. The accrual rate increases to 10 hours per month after five (5) years of service.
4. Vacation shall be scheduled based on seniority. Employees shall make every effort possible to give advance notice to the Company for vacation requests. Each year commencing January 1 through March 31 all employees shall submit their vacation requests for the year. After March 31<sup>st</sup> senior employee shall be granted the vacation requests provided it is operationally feasible. Any requests submitted after March 31<sup>st</sup> shall be on a first submittal basis.
5. Employees shall be allowed to cash out vacation hours in excess of 120 hours. Employees shall have the option of cashing out accrued vacation during the first week in June or during the first week in November of each year. Vacation cash outs must be requested in writing by December 31<sup>st</sup> of the previous calendar year from the request vacation cash out window. Failure to request vacation cash out in writing before the December 31<sup>st</sup> date shall result in denial of the cash out request. This cash-out election, once made, is irrevocable and cannot be withdrawn
6. Vacation carry-over: Employees may carry over vacation days to the following year. At no time shall the employee have more than one hundred seventy five

percent (175%) of their total annual accrual amount, no more vacation may be earned (accrued) until the vacation balance falls below that level

Example: An employee earns 40 hours of vacation annually. 175% of 40 hours would be 70 hours. So the employee's maximum vacation balance would be 70 hours.

### **14.3 Family and Medical Leave Laws**

14.3.1 The Company and the Union agree to be bound by the state and federal family and medical leave laws. The employee will be granted a leave of absence pursuant to the eligibility requirements provided for in the laws.

14.3.2 However, notwithstanding the above, the Company will allow as many employees as operationally feasible to take approved leave off when the request is submitted in advance and allows the Company to accommodate requests for time off by more than one employee at the same time.

### **14.4 Bereavement Leave**

The Company shall provide time so that individuals attending to a death in the immediate family shall be allowed up to three (3) days of paid bereavement leave. Immediately family will be defined as the employee's current spouse, domestic partner, mother, father, son, daughter, sister, brother and current mother-in-law/father-in-law; or grandchildren living under the custody of the employee if the employee is the legal guardian of the grandchild. The name of the domestic partner must be registered in advance with the General Manager, using a form provided by the Company. Additional days off without pay, may be requested for extenuating circumstances. The Company can request verification of death (i.e. obituary or copy of death certificate) from the employees exercising their rights under this provision.

### **14.5 Personal Leave**

Employees who wish to take a personal leave of absence must put their request in writing and submit it to the location General Manager. Leaves will be responded to in writing by the Company, and those that are approved will contain the beginning and ending dates of the leave. A request for an extension of leave must be in writing by the employee and approved by the Company.

### **14.6 Voluntary Furloughs**

The Union and Company have agreed on a voluntary furlough program whereby employees may volunteer for time off in lieu of a layoff or a reduction of work hours.

### **14.7 Union Leave**

Employees who give the Company notice, who need to be absent from work due to union

business shall, upon approval from the General Manager or his/her designees, be granted that unpaid leave. No more than two employees shall be granted time for the same leave and that leave shall not exceed one week.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

#### **15.1 Definition**

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

#### **15.2 Filing a Grievance**

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

##### **STEP 1**

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

##### **STEP 2**

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

- (a) The Director of HR/Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) calendar days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.
- (b) If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) calendar days of the meeting the Director of HR/Labor Relations, or his designee, will provide a written answer to the Union.

##### **STEP 3**

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

### **15.3 Expedited Procedure**

The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and legal counsel will not be used as advocates nor shall be allowed in the proceedings.
- (b) The hearing will be informal.
- (c) No briefs will be filed.
- (d) Formal rules of evidence will not be strictly followed.
- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing.
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion.
- (g) The arbitrator's decision will be final and binding upon the parties. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings.
- (i) The fees and expenses of the arbitrator will be borne equally by both parties.
- (j) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

### **15.4 Arbitrator Selection**

If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) calendar days, if possible. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All



other mutually agree to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

### **15.5 Disciplinary Grievances**

15.6.1 Employees must be disciplined for just cause. Before an employee is discharged or suspended by the Company, there shall be a meeting arranged immediately between the General Manager for the Company and the highest available official for the Union to discuss the circumstances surrounding the discharge or suspension.

15.6.2 When an employee is discharged or suspended the Union shall, within three (3) working days, receive written notice for such discharge or suspension.

### **15.7 General Provision of Grievance Procedure**

15.7.1 The Union agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation, except where the law does not require the exhaustion of administrative remedies, until the provisions of this grievance procedure, including arbitration, have been utilized and completed.

15.7.2 Working days as used in this Article shall be defined as the regularly scheduled working days of the employee, or the authorized representative of the Union, filing or appealing the grievance and the regularly scheduled working days of the appropriate representative of the Company responsible for replying to the grievance.

15.7.3 The parties hereby agree that an arbitrator's award issued pursuant to this grievance procedures shall be considered a judgment and the arbitrator's opinion shall be final and binding on both parties and shall be on a non-precedented basis.

## **ARTICLE 16**

### **SAFETY BONUS**

The Company agrees to develop a monthly safety program where eligible employees would participate in some form of drawing for cash or cash equivalent prizes, not to exceed \$300.00 per month for the entire division.

## **ARTICLE 17**

### **NON-BARGAINING UNIT EMPLOYEES PERFORMING 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, instructing an employees, 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.

## **ARTICLE 18**

### **SICK LEAVE**

Full-time employees shall be eligible for four (4) hours of sick pay for every calendar month, up to a maximum of forty-eight (48) hours annually. Part-time employees are eligible for two (2) hours a month up to a maximum of twenty-four hours annually. Employees are eligible to utilize sick pay after ninety (90) calendar days of employment. For purposes of this Article only, verified illness, emergencies, or situations outlined in the California Paid Sick Leave law shall be considered an excused absence for the first twenty (24) hours. Employees with approved time off leave must work a minimum of one-half of their scheduled shifts in that calendar month. Sick pay may not be cashed in. Sick pays may not be carried over from year to year. Sick Pay will not be used for the purposes of calculating overtime. Sick pay will not be paid out upon termination. Sick leave after the first twenty-four (24) hours will not be considered approved time off. Employees may donate any sick pay that they have earned to another eligible employee for the purpose of assisting a fellow employee during a time of hardship.

The Company will comply with the California Paid Sick Leave law where applicable.

## **ARTICLE 19**

### **HOLIDAYS**

The following days shall be designated as paid holidays. Employee having to work on these days shall receive their regular rate of pay in addition to the holiday pay. Employees are eligible for Holidays are one year of continuous service. Employees must work their scheduled day before and after a holiday in order to receive Holiday pay.

#### **19.1**

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, subject to approved scheduling by management.

## **19.2**

Part time employees will be paid for the following holidays: Thanksgiving, Christmas, New Year's Day and Independence

# **ARTICLE 20**

## **ROUTE ASSIGNMENTS**

### **20.1 Driver's Routes**

Drivers will be assigned routes based on a driver's seniority. Shifts/Routes shall be picked by seniority as described in the following section:

### **20.2 Bid Shift Procedures**

20.2.1. All runs will be selected by classification seniority for those operators in the driver classification at the time of the bid

20.2.2. Bid will be conducted at least one year before Fall Schedule). The parties may mutually agree on an additional bid or mini-bid subject to seasonal changes in the schedule or operational need.

20.2.3. The runs will be posed for three days before bidding and they will list the approximate hours and the run assignment on the sheet. Posted may be determined by Company and at a minimum there shall be one posting of list on the Union member bulletin board.

20.2.4 Each employee in the order of their seniority shall select their route before they sign the run sheet. Once employee signs he/she shall be assigned to that route.

20.2.5 Employees that elect to bid on a driver operator position that is open, shall upon successfully completing the bid process as outlined in Article 25 of the Agreement for Drivers, shall have selection rights for route and shift only after incumbent drivers have selected routes based on provisions 1 through 4 above. At the next scheduled bid process for driver routes their selection rights would be as outlined in paragraphs a through d above.

20.2.6 A driver that has been off work for more than thirty (30) days without a written return date from a physician due to illness or injury shall not be allowed to bid for a driver's position. However, upon returning to work that driver has the right to displace a driver on any run that is junior in seniority.

## **20.2.7 Special Bids:**

20.2.7.1 Runs that become permanently open i.e. Promotion, Transfer, discharge, quit or other, shall be handled in the following manner:

- A. Open route only, shall be put up for bid following the bid procedures described above.
- B. The bid procedure will continue for the next open route (vacant due to the previous bid in A.) affected by this process.
- C. The third open route that is affected by this process will remain open and filled at management's discretion until the next master re-bid.

## **20.3**

The Company will allow drivers to voluntarily switch their routes as long as the transit operation is maintained and with prior approval from management.

## **20.4**

Employees out on an approved protected leave shall be entitled to return to the route they held prior to the leave. The Division Manager has the discretion to fill the temporary vacancy until the return of the employee who is out on leave. Filling vacancies due to protected leaves shall be filled by available employees in seniority order. Should the employee be out on leave during a master re-bid, their route selection shall be made by proxy for a new route assignment.

# **ARTICLE 21**

## **GENERAL PROVISIONS**

### **21.1**

Upon termination of MV Transportation's contract with LTA, any accrued employee benefits shall be payable upon termination. In addition, the Company agrees to comply with County, State, and Federal laws in regards to employees' rights and entitlements upon termination of employment with MV Transportation.

### **21.2**

The Company's Substance Abuse Policy has been reviewed by the Company and the Union. Such provisions are expressly made a part of this Agreement. Furthermore, it is agreed that Voluntary Rehabilitation language in the Policy is intended to protect an employee's job should an employee utilize that section of the Policy.

## **ARTICLE 22**

### **PENSION BENEFITS**

The Company shall provide a 401K Retirement Savings Plan to full time employees. The Company shall match \$.10 for every dollar an employee contributes to this plan up to six (6) percent of an employee's annual salary.

## **ARTICLE 23**

### **REVISED AND/OR NEW JOB DESCRIPTIONS**

The Company will provide notice to and, upon request, meet and bargain with the Union prior to implementation of new or revised job descriptions.

## **ARTICLE 24**

### **REST AND LUNCH PERIODS**

Rest Periods: All employees are authorized and permitted to take rest period in accordance with California Industrial Welfare Commission Order Number 9-2001. It is the responsibility of employees to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee wanted to take a rest period and could not do so, the employee must submit a written statement explaining why he or she was impeded from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all employees were permitted to take rest periods. Workers shall be granted a meal period not less than 30 minutes but no more than one hour, scheduled at approximately the mid-point of the workday when possible.

Meal Periods. The Company will provide a meal period during the driver's shift to drivers who work a shift of at least eight (8) hours in 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 either on-duty or 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. An on-duty meal period shall be permissible and counted as time worked. An on-duty meal period shall be considered to be made available as long as the driver had an opportunity to eat his or her meal at some point during his or her shift.

If the Company fails to provide a meal period to an employee as described in this section, the employee or Union must initiate a grievance under Article 10 within ten (10) days of the alleged missed meal period. Any and all disputes regarding the application of meal periods shall be

subject to the grievance procedure.

If the arbitrator finds meal period violations, the affected employee(s) shall be entitled to 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 25**

### **HIRING PROCEDURES/PROMOTIONS**

The Company shall provide to employees all existing policies/procedures on the posting of vacancies and promotional opportunities

#### **25.1**

All job openings will be posted with job descriptions and minimum requirements and it is the employee's responsibility to apply in writing to the manager within the posted time limits. The Company shall make every effort to accommodate an employee's seniority, however selection will be based on the best qualifications for the open position.

#### **25.2**

All employees entering a new position shall be provided the tools and resource needed to perform the job in an efficient and safe manner.

#### **25.3**

Drivers shall receive the required training to perform their job in an efficient and safe manner.

## **ARTICLE 26**

### **PART-TIME EMPLOYEES**

Part-time employees shall be employees who work less than thirty-five (35) hours a week. For the purpose of seniority part-time employees shall be behind full time employees when it comes to assigning full time work schedules. Part-time employees shall have four (4) paid Holidays. Employees who work more than thirty-five (35) hours a week for more than ninety (90) calendar days shall be considered full time employees and subject to the benefits that apply for full time employees. If full time employees work less than thirty-five (35) hours for more than ninety (90) calendar days, they shall be considered part time employees until they resume their full time status.

## **ARTICLE 27**

### **ADDITIONAL REVENUE FROM LOCAL TRANSIT AUTHORITY**

The Union agrees to work with MV Transportation to secure additional funding during the terms of the contract between the Company and Local Transit Authority (LTA). Should the MV Transportation obtain a higher increase from Local Transit Authority (LTA) in any year and option years, that increase will be passed along to the employees covered by this agreement.

## **ARTICLE 28**

### **PROBATIONARY PERIODS**

All employees hired into shall serve an initial probationary period of six (6) months. The Company, at its option, can extend a probationary employee for additional thirty (3) days upon written notice to the employee. Such written notice shall include reasons for the extension and identify areas improvement the employee must make.

## **ARTICLE 29**

### **NO STRIKE, NO LOCKOUT**

The Union agrees that during the term of this Labor Agreement neither it nor the employees it represents will engage in, encourage, sanction, support, any job or other actions, or strike which would involve suspension of or interference with normal work of Company operations.

In the event of any job actions as described above, the Union will immediately notify involved employees that the actions(s) is in violation of this section, and direct them to cease the action(s).

The Company agrees that it will not lock out its employees for the duration of this Agreement.

## **ARTICLE 30**

### **FULL UNDERSTANDING, MODIFICATION & WAIVER**

This Labor Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Labor Agreement Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of

representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the term or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by MV Transportation and SMART Local 23. The waiver of any breach, term, or condition of this Labor Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## ARTICLE 31

### SAVINGS PROVISION

If any provisions of this Labor Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or agency of the State and/or Federal Government, but all other provisions will continue in full force and effect.

## ARTICLE 32

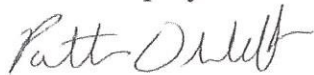
### TERM OF AGREEMENT

This Labor Agreement represents the entire Agreement between the Company and SMART Local 23 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on July 1, 2016, and shall continue in full force and effect until midnight July 1, 2019, and will thereafter continue in effect until the parties reach agreement on a successor. The Union shall present the Company with its requests for negotiations on the items within the scope of representation no later than April 1, 2019. The Company and Union shall begin the meet and confer process no later than April 30, 2019.

### *IN WITNESS WHEREOF,*

the parties hereto have cause this Labor Agreement to be executed by affixing their signatures below.

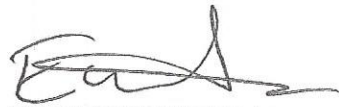
For the Company



3/6/2017

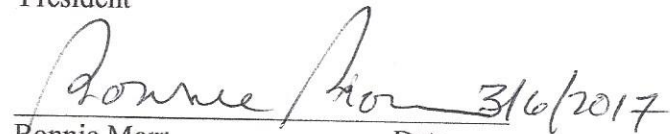
Patrick Domholdt  
Labor Relations Director

For the Union:



3/6/2017

Eduardo Montesino  
President



3/6/2017

Bonnie Morr  
International Labor Representative



## APPENDIX A

### Wages Drivers

	<b>EXISTING RATE</b>	<b>7/1/2016</b>	<b>7/1/2017</b>	<b>7/1/2018</b>
Training	<b>Min. Wage</b>	<b>Min. Wage</b>	<b>Min. Wage</b>	<b>Min. Wage</b>
Start	<b>\$10.95</b>	<b>\$11.17</b>	<b>\$11.50</b>	<b>\$14.00</b>
1 Year	<b>\$13.09</b>	<b>\$13.35</b>	<b>\$13.75</b>	<b>\$14.56</b>
2 Years	<b>\$13.49</b>	<b>\$13.76</b>	<b>\$14.17</b>	<b>\$15.00</b>
3 Years	<b>\$14.12</b>	<b>\$14.40</b>	<b>\$14.83</b>	<b>\$15.45</b>
4 Years	<b>\$14.37</b>	<b>\$14.66</b>	<b>\$15.10</b>	<b>\$15.70</b>
5 Years	<b>\$14.80</b>	<b>\$15.10</b>	<b>\$15.55</b>	<b>\$17.17</b>
6 Years	<b>\$15.13</b>	<b>\$15.43</b>	<b>\$15.90</b>	<b>\$17.89</b>
7 Years	<b>\$15.49</b>	<b>\$15.80</b>	<b>\$16.27</b>	
8 Years	<b>\$15.84</b>	<b>\$16.16</b>	<b>\$16.64</b>	
9 Years	<b>\$16.18</b>	<b>\$16.50</b>	<b>\$17.00</b>	
10 Years	<b>\$16.53</b>	<b>\$16.86</b>	<b>\$17.37</b>	

Those employees at the 10 Years scale will remain on the ten year scale. Long tenured employees not on the scale (“Grandfathered employees”) shall receive the following increases:

7/1/2016 - 2.0%

7/1/2017 - 3.0%

7/1/2018 - 3.0%

Effective July 1, 2018 employees in ‘Year 10’ will go to \$17.89.; employees from ‘6 Years to 9 Years’ will go to \$17.17;

Anniversary (length of service) increases shall take effect on the first day of the payroll period following the operator’s date of hire.

## **Dispatcher – Wages**

\$.25 above the driver rate for corresponding year of service. For long tenured dispatchers, they shall receive the following increases:

7/1/2016 - 2.0%

7/1/2017 - 3.0%

7/1/2018 - 3.0%

Upon ratification, employees employed as of the date of ratification will receive their applicable wage increases retroactivity to July 1, 2016.