

# LABOR AGREEMENT

Between

MV Transportation, Salinas Division # 86

And

Teamsters Local Union No.890

Affiliated with the

International Brotherhood of Teamsters



February 1, 2020 - June 30, 2023

## TABLE OF CONTENTS

ARTICLE 1-TERM OF AGREEMENT .....	1
ARTICLE 2-RECOGNITION .....	1
ARTICLE 3-PARTICIPATION .....	1
ARTICLE 4-MANAGEMENT RIGHTS.....	2
ARTICLE 5- REPRESENTATIVES ' RIGHTS .....	4
ARTICLE 6-BULLETIN BOARDS.....	6
ARTICLE 7 - AFFIRMATIVE ACTION .....	6
ARTICLE 8-MEDICAL TREATMENT .....	6
ARTICLE 9 - NO STRIKE, NO LOCKOUT .....	6
ARTICLE 10-DISCIPLINE .....	7
ARTICLE 11-GRIEVANCE PROCEDURE.....	11
ARTICLE 12- CATEGORIES OF EMPLOYEES .....	13
ARTICLE 13-HOURS OF WORK & PAY.....	13
ARTICLE 14-COMPENSATION.....	14
ARTICLE 15-SENIORITY .....	15
ARTICLE 16-BIDDING .....	17
ARTICLE 17-DRUG AND ALCOHOL PROGRAM.....	20
ARTICLE 18 - MEAL & REST PERIODS .....	20
ARTICLE 19 - TRAINING .....	22
ARTICLE 20-NON-BARGAINING UNIT EMPLOYEES.....	22
ARTICLE 21 - TEMPORARY EMPLOYEES .....	22
ARTICLE 22 - DRIVE .....	22
ARTICLE 23 - VACATIONS .....	23
ARTICLE 24 - ROAD SUPERVISORS .....	24
ARTICLE 25 - DISPATCHERS .....	24
ARTICLE 26-HEALTH PLAN .....	24
ARTICLE 27 - FUNERAL LEAVE.....	25
ARTICLE 28-HOLIDAYS & PTO .....	25
ARTICLE 29 - PENSION .....	26
ARTICLE 30-LEAVE OF ABSENCE.....	26
ARTICLE 31-CLOTHING .....	27
ARTICLE 32 - SAFETY BONUS .....	27
ARTICLE 33 - FAMILY LEAVE ACT .....	27

ARTICLE 34 - TRAFFIC CITATIONS .....	27
ARTICLE 35-JURY DUTY .....	27
ARTICLE 36-MILITARY LEAVE .....	28
ARTICLE 37-SUCCESSORSHIP .....	28
ARTICLE 38-DURATION .....	29
APPENDIX A - WAGES & BENEFITS .....	30

## **ARTICLE 1-TERM OF AGREEMENT**

This Agreement is entered into effective this first day of February, 2020, by and between MV Transportation, Inc. (hereinafter referred to as the "Company") and General Teamsters Local Union Number 890 (hereinafter referred to as the "Union"), and shall expire June 30, 2023. Its purpose is the promotion of harmonious relations between the company and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 2-RECOGNITION**

**Section 2.1 - Bargaining Representative:** The Company recognizes the Union as the exclusive bargaining agent for all Drivers, Dispatchers, Dispatcher/clerks, and Road Supervisors, and Ambassadors at the Salinas Division #86 bargaining unit.

**Section 2.2 - Covered Employees:** The bargaining unit includes all Drivers, Dispatchers, Dispatcher/clerks, Road Supervisors, Ambassadors and similar employees, working under any contract between the Company and all clients under contract employed at 4512 Joe Lloyd Way, Seaside, CA 93955 excluding confidential employees, professional employees, guards and supervisors as defined in the Act.

## **ARTICLE 3 PARTICIPATION**

**Section 3.1-Purpose:** It is the purpose of this article to provide that all Employees covered by this Agreement share equally the Union's costs incurred to negotiate, administer and enforce the terms of this Agreement.

**Section 3.2 – Membership:** An employee assigned to a covered classification who is employed by the Company on or after the date of contract ratification, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st Day following the employee's completion of training or the contract ratification date, whichever is later.

**Section 3.3 - Check off:** The Company will give a Union membership application to each operator during initial training, and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by current law

**Section 3.4** It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction form voluntarily executed by the employee.

**Section 3.5** In the event an employee fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply or failure to maintain membership, the Union may give the Company notice of this fact and the employee shall be taken out of service without pay until their Union membership is deemed to be in good standing, or paid all agency fees as prescribed by law.

**Section 3.6** The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

#### **ARTICLE 4-MANAGEMENT RIGHTS**

**Section 4.1 - Company Rights:** Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, and recall to work.
- (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 to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
- (e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions; and all other units of the Company.

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

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

(h) To subcontract to augment the existing driver workforce either (a) consistent with past practice; and/or (b) to comply with client contract specific requirements;

(i) To maintain timekeeping policies, practices, systems, and technology for the purpose of computing all hours worked by employees

**Section 4.2 - Technology Rights:** The Company may employ new technology, including video systems, GPS, mobile data terminals computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section. All vehicles may be equipped with Drive cam or any other equipment covered by this Section.

**Section 4.3 - Client Contract:** The Company and the Union acknowledge that the Company has entered into contracts to provide transportation services with several entities including, but not necessarily limited to MST, San Andreas Regional Center, Amtrak and Central Coast Alliance for MediCal, hereto known collectively and individually as the "Client." The contracts between the Company and the Client contain 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 policies, rules and regulations are required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

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

**Section 4.4** 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 5 REPRESENTATIVES' RIGHTS**

**Section 5.1 Recognition of Shop Stewards.** From among the employees employed in the bargaining unit, the Union may designate and the Company will recognize not more than four (4) Shop Stewards per one hundred (100) bargaining unit employees. The Company will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name.

**Section 5.2 Leaves of Absence.** The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact the Company's ability to provide service to the Client. The Union agrees not to request more than two (2) such leaves of absence for any specific period of time. It is further agreed that any member of this Union who now holds office, or will be appointed or elected to any office in said Union, which requires his absence from the Company's employ, will upon his retirement from said office

be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.

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

**Section 5.3 Duties of Shop Stewards.** Shop Stewards are authorized to represent bargaining unit members at meetings and process and investigate grievances. They are not authorized to call for any work stoppage or job action.

**Section 5.4 New Member Orientation:** The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide a brief history and overview of Local 890 to newly hired employees for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by the Company and the Union.

**Section 5.5 Union Visitation.** Upon giving reasonable notice to the Company, the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by the employee.

**Section 5.6 Labor / Management Meetings.** During the life of this Agreement, the Company and the Union may mutually agree to have Labor / Management Meetings (LMMs) which shall be held at a mutually agreed upon time and place. The names of the Union representatives to attend must be submitted by the Union in writing to the Company's General Manager or designee at least one (1) week prior to the scheduled LMM meeting. The Union shall have the right to have no more than 3 (three) Union bargaining unit representatives in attendance at LMMs, and the Company has no obligation to pay for any of the Union representatives' time during attendance at such LMM.

If possible, each meeting agenda will be mutually agreed-to and reduced to writing prior to the meeting date. All matters discussed in these meetings will be addressed, with resolution attempted in a timely manner. LMMs shall in no way replace or substitute for grievance meetings as defined in Article 11 of this Agreement, however, any active issue including open grievances are allowable topics for discussion.



## **ARTICLE 6-BULLETIN BOARDS**

**Section 6.1- Union Business.** The Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Company-supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All postings must be printed on official Union letterhead and signed by an officer of the Local Union. The Company shall also allow any official postings as mandated and prescribed by any government agency. The Company may allow the Union to use the Company mail boxes to communicate with its members. If in agreement, the Company will provide a directory listing the name and mail box number of each employee.

## **ARTICLE 7 AFFIRMATIVE ACTION**

**Section 7.1 - Equal Opportunity:** The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, union activity, disability, Vietnam Era veteran status, or any other status protected by law.

**Section 7.2 – Gender:** Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

## **ARTICLE 8 – MEDICAL TREATMENT**

Any employee who was injured on the job and is required to report back to the doctor for further treatment shall be allowed time off work for such treatment.

## **ARTICLE 9 NO STRIKE, NO LOCKOUT**

**Section 9.1 Disputes.** It is recognized and understood that the Company and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration redress procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and the Company during the term of this Agreement.

**Section 9.2 No Strikes.** The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service. Under no circumstances shall an employee refuse to cross any picket line in cases where such services include medical emergencies or delivery of patients to health care providers. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of this Article in any way, may be disciplined by the Company up to and including discharge. The Company will use all available legal means in the event of a wildcat strike or a labor disruption violating this Agreement. However, in any non-emergency or non-health care delivery situation, the Parties agree that members retain their rights to refuse to cross a Sanctioned JC#7 primary picket line.

**Section 9.3 No Lockouts.** During the term of this Agreement, or any extension thereof there will be no lockouts by the Company.

## **ARTICLE 10-DISCIPLINE**

### **Section 10.1-Disciplinary Procedures**

(a) All disciplinary processes will be performed by a General Manager, Operations Manager, or Regional Vice President, or their management designee. The Company agrees to be fully compliant with employees' representational rights and, upon request, will make available a Union steward at any disciplinary or investigatory meeting. The charged employee shall be given the opportunity to attend all hearings, which may result in disciplinary action.

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

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

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

(e) Disciplinary action taken by the Company shall be subject to the grievance procedure contained herein.

**Section 10.2 - Progressive Discipline:** Any violation of posted and/or written Company rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action. With the exception of a violation of a serious infraction as listed in Section 10.4, Attendance Policy as listed

in Section 10.5, or the Safety Policy as listed in 10.7, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:

First Violation: Policy review /documented verbal counseling.

Second Violation: Written Warning Notice.

Third Violation: Final Written Warning Notice.

Fourth Violation: Subject to 3 Day Suspension /Final Warning

Fifth Violation: Termination

If an employee does not have a non-safety related disciplinary violation for a period of twelve consecutive months, then the employees will have his record cleared. This policy is based on a floating twelve (12) month time period.

**Section 10.3 Work Rules:** The Company will issue all employees a current MV Employee Handbook outlining all major rules, regulations and policies. Prior to the implementation of any new or revised rule, regulation or policy in the Handbook or general rule / policy change, the Company will issue a copy of such new or changed rule / policy to each employee and the Union. Such notification shall be at least twenty (20) calendar days prior to the implementation of said rule, regulation or addendum, unless required by client or safety concerns which demand a more immediate implementation. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement, law or regulation. The Company will notify the Union in writing of all changes in policy at least twenty (20) calendar days before they are implemented. In the event any Company Rule conflicts with the terms of this Agreement, this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule, policy or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement.

**Section 10.4-Serious Infractions:** The following violations of Company policies and rules are considered serious infractions and may be just cause for immediate discharge of the employee:

(a) Theft or deliberate destruction, defacing or damaging of Company or Client property or

property of another employee or passenger.

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

- (n) Solicitation, selling any product or propositioning a sale of any product or service to a passenger while in revenue service.
- (o) Gross insubordination or refusal to perform assigned work.
- (p) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.

**Section 10.5 – Attendance.** Except for the changes listed in this Section, the Attendance Policy outlined in the MV Employee Handbook will be utilized and followed for any and all attendance violations/disciplines. Upon reaching seven (7) points, employees will be given written warnings for each attendance point and will be subject to termination upon reaching ten (10) attendance points. Failure to call out at least three hours in advance of their start time would be one and a half (1.5) points. The Company agrees to abide by the employees' Weingarten Rights, when requested, in such cases.

**Section 10.6 – Recognition of Good Attendance.** When an employee works two (2) full calendar months without an occurrence, one Point shall be deducted from the employee's total points. Such Point deducted shall be the one that is the furthest back at the close of the two (2) calendar month no-occurrence period.

**Section 10.7 - Safety Policy.** Because our clients rely upon MV Transportation for qualified, well trained safe drivers with a good safety record, it is essential for us to serve our clients in a safe and professional manner. 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. Unless in conflict with the terms of this Agreement, the Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

**Section 10.8 Safe Vehicles.** No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of secure straps or devices, as determined by the Company, are provided in the vehicle.

#### **Section 10.9 – Cell Phone Use**

Violations of this Section may be grounds for immediate termination.

1. Any use of cellular telephones and other personal communication devices (PCDs) which include hands-free devices (e.g. Smartphones, tablets / pads, Bluetooth, Blackberries, Pagers, and

Text Messaging devices) during the operation of a company vehicle is prohibited . A Company vehicle is defined as any vehicle designed or used to transport passengers. (e.g., Busses, Cars, Vans, Trucks). Violations of this paragraph shall be grounds for immediate termination .

2. PCDs may be used only when they do not pose a risk to safe driving. The vehicle must always be in a safe location, in park, and emergency/parking brake engaged.
3. When the Company Vehicle is secured, as defined in #2, the use of PCDs is permitted and should be limited to break or meal periods.
4. The use of PCDs for personal calls during your working hours is discouraged, but in the event that there is a need, the use of such electronic devices must not cause delays of schedules.
5. If it becomes necessary to use a PCD 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 such device.

## **ARTICLE 11-GRIEVANCE PROCEDURE**

**Section 11.1 — Definition:** A grievance is a claim that the Company has violated any specific provision of this Agreement, regulation or law. In the event such a claim is made, the following procedures must be followed:

**Section 11.2 – 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 shall refer the grievance in writing to the Company Director of Labor Relations, or his designee within ten (10) calendar days after receipt of the Step 1 decision. Upon receipt of the written Step 2 Grievance:

(a) The Director of Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) 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 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 submit the grievance to the arbitration procedure, or upon agreement of the Parties, to a State Mediator.

**Section 11.3 – 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 of the arbitrator will be borne equally by both parties.

**Section 11.4 – Arbitrator Selection:** Whether the Expedited Arbitration procedure or traditional arbitration is 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 agreed to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

## **ARTICLE 12 - CATEGORIES OF EMPLOYEES**

**Section 12.1 - Regular Full-Time.** Employees whose regular scheduled bid is at least thirty-five hours in a workweek shall be classified as Regular Full-Time.

**Section 12.2 – Regular Part-Time.** Employees whose regular scheduled bid is less than thirty-five (35) hours in a workweek or employees that work on an irregular basis through the year such as weekends or in the middle of the week shall be considered Regular Part-Time.

**Section 12.3 – Classification Change.** Full-Time employees that bid a schedule of less than 35 hours a week will become Part-Time providing they work less than 35 hours a week each week for six (6) consecutive pay periods. A Part-Time employee may become a full time employee providing they work 35 hours or more each week for six (6) consecutive pay periods.

## **ARTICLE 13 HOURS OF WORK & PAY**

**Section 13.1 - Work Week.** The Employer shall make every reasonable effort to schedule Full- Time employees for at least 40 hours per week, with two days off whenever possible.

**Section 13.2—Guarantee.** Nothing in this Article or Agreement shall be construed as a daily, weekly or any other guarantee of hours.



**Section 13.3—Workweek.** The workweek shall begin at 12:01 AM on Saturday and shall end at Midnight Friday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

**Section 13.4** Unless otherwise stated in this Agreement, time and one half shall be paid for all hours actually worked in excess of 40 hours per week.

## **ARTICLE 14 COMPENSATION**

**Section 14.1 Compensation:** The bargaining unit salaries shall be increased as agreed-to by the parties by the amount prescribed in Appendix A of this agreement, and shall thereafter increase accordingly as listed.

(a) Any employee covered by this agreement required to use their own vehicle to start an assignment at an outside point away from the Salinas home terminal for the convenience of the Company will be compensated for all excess time spent in travel. However, the Company may designate the employees start time to be at the Salinas home terminal. If available, the Company will furnish a Company vehicle for the employee to drive the outside point. The employee's completion of shift terminates when they complete all duties in service to the Company, up to and including arrival at the Salinas yard in order to turn in their paper work.

(b) 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. All overtime scheduled prior to the date of service will be based off seniority and availability from the drivers on the list. Overtime on the day of service will be assigned based off of operational need on an as-needed basis. However, the Company will consider seniority and availability from the driver list on the day of service understanding that system demand and geography are the deciding factors. A signup sheet for overtime will be posted in the dispatcher's office for this purpose. Employee signing up will be used in Seniority Order. For operational needs junior seniority employee(s) may be required to work the overtime. No employee, regardless of seniority, shall have a right to overtime when there are employees available that are still operational at the straight-time rate of pay. Nothing in this Section shall be considered to be in conflict with Management Rights as contained in Article 4 of this Agreement.

(c) Employees who are required to work on their days off shall be compensated at the overtime rate of pay for each hour worked, provided the employee works all scheduled hours in that workweek.

(d) Unless stated otherwise in this Agreement, the Overtime rate of pay is defined as one and

one half (1 ½) times the regular hourly rate of pay The overtime rate of pay shall be paid for all hours above forty (40) in-service hours in each pay week.

**Section 14.2 - Used off of Regular Assignment.** Drivers and Dispatchers with a regular bid assignment that are forced to work off of their regular assignment to cover another run will be compensated at the number of hours of their regular bid assignment or the amount of hours contained in the assignment worked, whichever is greater.

**Section 14.3 - Minimum Callback.** Employees called into work for hours not contiguous to their regular work scheduled shall receive a minimum of two (2) hours compensation for each call in.

**Section 14.4 Called In:** Regular Full-Time employees called into work are to receive a minimum of two (2) hours pay.

**Section 14.5 Pre-trip and Post-trip Inspections:**

(a) All drivers are to be compensated fifteen (15) minutes pre-trip inspection of the vehicle before leaving the yard when commencing their shift.

(b) The Company maintains that due to the nature of the work involved in completing post-trip inspection and paperwork, employees should be able to complete both tasks within five (5) minutes. Accordingly, drivers are to be compensated five (5) minutes to complete the post trip inspection at the completion of their shift. The foregoing notwithstanding, each employee should report actual time worked with respect to these tasks so the Company can pay for all time worked, and evaluate and address the reasons the employee is taking longer to complete the tasks.

**Section 14.6-- Split Shifts:** The Company will make every effort to reduce splits shift to 2 hours or less.

## **ARTICLE 15-SENIORITY**

**Section 15.1 - Company Seniority:** Company seniority will consist of an employee's continuous service with the Company since his/her most recent hire as a Bargaining Unit employee, including continuous service commencing with a predecessor Company, and will not be broken except as provided in this Article.

**Section 15.2 - 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 within this division.

**Section 15.3 - Layoffs:** In the event that the Company determines that layoffs are necessary, the principle of seniority, the length of continuous service with the Company within their

classification, within the division will be applied, provided the senior employee possess the qualifications and proper certification at the time of the layoff to perform the work. Seniority will also apply in cases of recall of employees when work becomes available. Laid off employees will be given a maximum of thirty (30) calendar days from the date of postmark to answer written notice to recall sent to the employee's last known address, and will return to work when notified or will have considered to self-terminated their employment with the Company.

**Section 15.4 - 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 Manager shall offer senior employees what work is available to meet those operational needs.

**Section 15.5 - Transfers and Vacancies:** Seniority will apply in cases of transfer, promotion or any movement from one job to another job whenever job openings exist with the bargaining unit. However, it is agreed that promotions to Road Supervisor shall be at the discretion of management.

**Section 15.6 - 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.

**Section 15.7 - Termination of Seniority:** Seniority will be terminated by;

- A. Discharge
- B. Thirty (30) Days after voluntary quit
- C. Twelve (12) consecutive months of layoff.
- D. Seniority will terminate ninety (90) days upon accepting a non-bargaining unit position with the division.

Failure to return as scheduled from layoff or an approved Leave Of Absence, without good cause and approval by the Company.

**Section 15.8 - Seniority List:** The Company agrees to post a current seniority list at the beginning of each bidding cycle for route assignments.

**Section 15.9 - Division Transfer** According to the terms and conditions in Sections 15.1 and 15.2, any current employee of MV Transportation that is permitted to transfer into this division from another location shall maintain company seniority for the purposes of establishing a rate of pay and benefits for said employee and will also be given a

classification seniority date for establishing bidding rights within this division.

## **ARTICLE 16--- BIDDING**

### **ROUTE ASSIGNMENTS**

**Section 16.1 Drivers Routes:** Drivers will select and be assigned routes based on the drivers' classification seniority. Shifts/Routes shall be picked by seniority as described in the following section.

**Section 16.2 Bid Shift Procedures:** All runs and assignments will be selected by classification seniority for those operators in the driver's classification at the time of the bid.

**Section 16.3 Bids** will be conducted at least three times a year, or as the business needs of the Company require. Preferred, but not required dates for bids are January 15, May 15, and August 15. The Union Steward or Representative will have an opportunity to review and comment on bids prior to posting.

**Section 16.4** Runs and assignments will be posted for seven (7) days before bidding and they will list the estimated start times, completion time, and the total hours worked on the run assignment on the sheet. The start and end time may be moved on a daily basis 1 hour before or after the bid time for operational needs of the company. Nothing contained within a posted bid shall be construed to be a daily or weekly guarantee of hours.

**Section 16.5** Each employee in the order of their seniority shall select their route before they sign the run sheet. Once the employee signs he/she shall be assigned to that route.

**Section 16.6** Employees that elect to bid on a driver or dispatcher, dispatcher/clerk, Road Supervisor, or ambassador position that is open, must be qualified to operate the service within the bid.

**Section 16.7** Any unit employee 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, dispatcher, dispatcher/clerk, or ambassador position. Upon becoming qualified to return to work the employee has the right to displace any driver, dispatcher or ambassador that is junior in seniority. At such time, the employee may fully exercise his/her seniority rights according to the selection process contained in this Agreement.

**Section 16.8** An employee covered by this agreement that accepts a temporary staff position outside of the bargaining unit, such as a managerial position or clerk, shall not be allowed to make

a selection during any regular bid during this period . However, upon returning to the bargaining unit within ninety (90) days they can take any position that was not selected and/or work extra work as available until the next general shift bid.

**Section 16.9** Lunch relief is hereby waived, in accordance with the Meal / Rest language contained in this Agreement.

**Section 16.10 Special Bids:** Runs that become permanently open (i.e. Promotion, Transfer, Discharge, quit or other), shall be handled in the following manner.

1. A permanently open route shall be put up for bid for seven (7) calendar days.
2. Eligible drivers will have the opportunity to bid on the permanently open route and awarded by seniority.
3. The driver's route that becomes vacant due to #2 will be put up for bid for seven (7) calendar days.
4. Eligible drivers will have the opportunity to bid on that permanently open route and awarded by seniority.
5. The driver's route that becomes vacant due to #4 or any route still remaining open after the bid period will be filled by the Company to the extra board drivers in seniority order.
6. For the purposes of this process eligible drivers shall be defined as those drivers that have not been the recipient of a permanently open route in between regular bids. Those ineligible employees shall become eligible for another special bid after the next regular bid.

**Section 16.11 Hold downs:** When a regular assigned driver or ambassador is off more than seven (7) days due to vacation, illness, injury or leave of absence, then his/her position will be offered by seniority to extra board drivers until the regular assigned driver or returns back to work. Extra Board drivers working a hold down will assume the hours and days off of the vacated assignment. Extra Board drivers coming off of a hold down will go back into rotation based on the scheduled time of arrival at the Salinas Yard. Hold downs will also apply to any new assignment that is created in the middle of a bid cycle.

**Section 16.12 Vacating Runs:** A driver or dispatcher may relinquish their assigned run or assignment with the approval of the Manager. However, the driver must continue to cover the assignment until the position is bid and awarded.

**Section 16.13 Bid Results:** The results of the bids are to be posted at least three (3) days before the new runs take effect.

**Section 16.14 Extra Board:** The Company shall maintain an Extra Board to provide for regular

Driver relief and to meet the normal anticipated work load of the Company. Each Extra Board Driver will be allowed to bid, in seniority order, on two (2) regular days off per week. Extra Board assignments will be included on the posted bid sheets. The number of positions and the scheduled days off for each position, will be determined by the company for each sign up.

(a) INITIAL ASSIGNMENT OF WORK: At the beginning of each new bid, the Extra Board drivers will be assigned work beginning with the highest seniority driver. After the first day of the sign-up, the Extra Board will be worked in rotation. In the event that the Extra Board operator next in sequence has not had sufficient time off duty since his/her previous assignment, that operator will be assigned to the next available piece of work once that driver is available to work.

(b) EXTRA BOARD ROTATION: Following the first day of the bid, where Extra Board Drivers are assigned in Seniority Order, to work by report time, the Extra Board drivers will rotate based on the scheduled time off for the last shift the employee worked. Extra Board Drivers that call off work will be off the Extra Board for twelve (12) hours and will be placed at the bottom of the Extra Board when they become available for work. Extra Board Drivers returning from vacation, PTO, illness or injury will be placed on the Extra Board at 12:01 AM.

Section 16.15 First In, First Out: Extra Board work shall be assigned, in rotation, based on the last date/time an employee worked each day. Rotation time will be based on each Driver's return time at the Salinas Yard as noted on the Employee Time Sheet..

Extra Board Drivers must call Dispatch by 7:00 pm to receive their work assignment for the next day. All work assigned to Extra Board Drivers is subject to change without notice, based on operational needs of the Company.

Section 16.16 Open Work: Open work is defined as any scheduled assignment that does not have a driver assigned and assignments that are open because the bid driver is absent or unavailable to work as scheduled. This includes standby/report assignments and special events work. Open work will first be filled by Extra Board drivers on their scheduled work days.

Section 16.17 Extra Work: Extra work is defined as any scheduled assignment, standby/report or special event work that remains open after the Extra Board Operators on their scheduled work day have been fully assigned.

(a) Regular assigned drivers and Extra Board drivers desiring to work on their days off must sign the Sign Up sheet for Extra Work at the Dispatcher's Desk. Drivers will be called in Seniority Order and offered work based on operational need in seniority order considering stated preference on the volunteer list.

(b) Any open work available after the Sign Up sheet has been exhausted, then the Extra Board drivers will be called on their days off in Seniority order.

Section 16.18 TIMING FOR DEFINING KNOWN OPEN WORK AND POSTING OF EXTRA BOARD: The Extra Board assignments will be prepared by 5:00PM for the following day. It is

the obligation of all Extra Board drivers to call the dispatcher by 7:00PM to receive their work assignment for the next day. In the event that the dispatcher must assign work, in accordance with these procedures, to a driver not on the Extra Board then the Dispatcher must contact the driver directly to inform him/her of the assignment. That driver has the option to accept or refuse that assignment without any penalty.

## **ARTICLE 17-DRUG AND ALCOHOL PROGRAM**

Employees will comply with MV Transportation's Substance Abuse and Alcohol Misuse Policy and Procedures. Any changes to this policy will be presented to the Union a minimum of twenty (20) calendar days prior to implementation.

## **ARTICLE 18-MEAL & REST PERIODS**

**Section 18.1 - Meal Periods** - The Union and the Company intend for this section to comply with the "opt-out" provisions of California Labor Code section 512(e) with respect to all commercial drivers as defined in California Labor Code sections 512(f)(2) and (g)(1) employed in the bargaining unit.

**Section 18.2** Every employee who is scheduled for or works more than six (6) hours during a workday shall be provided with a thirty (30) minute meal period prior to the completion of the fifth (5<sup>th</sup>) hour of the workday. Every employee who is scheduled for and works in excess of twelve (12) hours during a workday shall be provided with a second thirty (30) minute meal period prior to the completion of the tenth (10<sup>th</sup>) hour of the workday. These meal period(s) shall be unpaid unless it is an "on duty" meal period. The Union hereby agrees that employees who cannot be relieved of all duties during the employee's meal period due to the nature of the employee's work, as determined in the sole judgment of the Company, shall be subject to an on- duty paid meal period agreement. With respect to non-driver employees only, the Union alone may revoke the on-duty meal period agreement at any time. An on duty meal period means the employee may have something to eat while he or she remains on duty (and on the clock) in such a manner so as not to hinder their ability to perform their job safely.

**Section 18.3** The Union agrees on behalf of all employees in the bargaining unit to waive any meal period to which any employee might otherwise be entitled when the employee works at least 5 hours but no more than 6 hours during a workday. The Union also agrees on behalf of all employees in the bargaining unit to waive any second meal period to which any employee might otherwise be entitled when the employee works at least 10 hours but no more than 12 hours in a workday.

**Section 18.4** Any employee who believes that he/she did not receive a proper meal period in

accordance with this Agreement or law shall make such claim, in writing, to the appropriate supervisor within 72 hours of the end of the shift in which the meal period was allegedly denied or shall be deemed to have waived any right to recover for any failure by the Company to provide the employee with a meal period during such shift.

**Section 18.5** To the extent the Company fails to provide meal periods in accordance with this Agreement, employees shall be entitled to the remedies to which they would be entitled under California law. Provided, however, that no claim may be brought for any meal period violation that occurred more than 30 days before a grievance is submitted to the Company for the violation.

**Section 18.6 Rest Periods:** Every employee is authorized and permitted to take a ten (10) minute net rest period for every four hours worked or major fraction thereof, which rest period shall be paid time. The rest period may include periods when the employee is on his/her route but the employee is not required to operate or remain in the vehicle. It is the responsibility of employees to take rest periods. It is agreed that, to the extent possible, rest periods will be taken at end of line locations where it is safe to park and does not adversely impact passengers or service. If a rest period is interrupted due to business needs, the affected employee is authorized and permitted to take a new, complete ten-minute rest period in place of the interrupted rest period.

**Section 18.7** Any employee who believes that he/she did not receive a proper rest period in accordance with this Agreement or law shall make such claim, in writing, to the appropriate supervisor within 72 hours of the end of the shift in which the rest period was allegedly denied or shall be deemed to have waived any right to recover for any failure by the Company to provide the employee with a rest period during such shift.

**Section 18.8** To the extent the Company fails to provide rest periods in accordance with this Agreement, employees shall be entitled to the remedies to which they would be entitled under California law. Provided, however, that no claim may be brought for any rest period violation that occurred more than 30 days before a grievance is submitted to the Company for the violation.

**Section 18.9** Any and all disputes or claims alleging that an employee was not provided with one or more meal or rest periods in accordance with the requirements of this Agreement or law shall only be subject to resolution or determination through the grievance and arbitration provisions of this Agreement, which arbitration shall be final and binding on all parties, and may not be brought in any other forum. No meal or rest period claim for an alleged violation occurring more than 30 days before the submission of a grievance on the violation shall be subject to arbitration, and all such claims shall be deemed to be waived. The Union and Company further agree that there will be no right or authority for any dispute regarding meal or rest periods to be brought, heard or arbitrated as a class, collective or representative action. However, claims by several drivers may be submitted or consolidated and processed as one grievance.



**Section 18.9.1** Employee covered by this Agreement are to have nine (9) hours off duty before assuming another shift. That's eight (8) hours rest and one (1) hour call.

## **ARTICLE 19—TRAINING**

The Company shall provide training where required to all employees, 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 the 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 acquiring any needed licenses and certifications.

## **ARTICLE 20**

### **NON-BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK**

**Section 20.1** Non-bargaining unit employees may not do the work of the bargaining unit drivers and dispatchers, except under the following conditions:

- (a) Instructing a worker, driver, or dispatcher.
- (b) Doing necessary work when operational difficulties require; i.e., emergencies, drivers and dispatches not readily available or short coverage to begin or finish off a shift.

## **ARTICLE 21 TEMPORARY EMPLOYEES**

The Company may use Drivers and Dispatchers from other MV Divisions to fill assignments. Such temporary employees shall be covered by all terms and conditions of this Agreement.

## **ARTICLE 22 DRIVE**

The Company agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Company of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which

the employee earned a wage. The Company shall transmit to DRIVE national headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees Social Security number, and the amount deducted from the employee's paycheck.

## **ARTICLE 23 - VACATIONS**

**Section 23.1** Employees eligible to accrue vacation under this Agreement shall accrue 1.54 vacation hours per pay period after one (1) year of continuous service. Starting on the third anniversary, eligible employees shall accrue 3.08 hours per pay period. Starting on their fifth anniversary, eligible employees shall accrue 4.62 hours per pay period. Eligible full time employees shall be able to take one (1) week of vacation in one (1) day, eight (8) hour increments. Effective the next full pay period following ratification of this agreement, employees shall accrue hours per pay period for every pay period they work a minimum of seventy (70) hours. Hours included to reach the seventy (70) hours include regular work hours, paid vacation time and other applicable paid leave.

**Section 23.2 - Vacation Selection** The division wide vacation list shall be posted in a conspicuous place no earlier than February 1 and July 1. Vacations shall be chosen by seniority. The Company reserves the right to limit the number of vacations that may be bid in a single week. For choice of vacations, once a vacation selection list is posted, two days are allowed for the first twenty-five percent (25%) on the seniority list to select, then two days will be allowed for the second twenty-five percent (25%) on the seniority list, then two days will be allowed for the third twenty-five percent (25%) to select, then on two days shall be allowed for the fourth and final twenty-five percent (25%) on the seniority list to select. Those not signing up in the correct two day period shall lose their choice of vacation and shall take whatever dates remain available. Employees choosing not to bid vacations may request, and if approved by the Company, take accrued vacation days individually. Employees do not have the ability to swap vacation slots after the vacation bid takes place. Employees may request to be paid in lieu of taking accrued vacation days.

**Section 23.3** Employees with more than one week of vacation accrued may cash out the additional amount twice per year during the first week in June or during the first week in November each year. Vacation cash outs must be requested in writing by December 31<sup>st</sup> of the previous calendar year for the requested 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.

## **ARTICLE 24-ROAD SUPERVISORS**

**Section 24.1** – Road Supervisors shall be paid as specified in **Appendix A**.

## **ARTICLE 25 - DISPATCHERS**

**Section 25.1 – Dispatcher Overtime** When the Company is aware of the need for overtime in the Dispatcher classification, such shall be scheduled at least two days in advance, unless by mutual agreement between the dispatcher and the Company.

## **ARTICLE 26 -HEALTH PLAN**

**Section 26.1 – Coverage:** The Company shall maintain the current plans and at the current rates effective January 1, 2020.

Group Medical and Dental and Vision shall be made available to all employees who are eligible under the Affordable Care Act on the first of the month following thirty (30) days of employment. The Company will provide coverage under the Northern California General Teamsters Security Fund (NCGTSF) Plan E.

**Section 26.2** – Any agreed upon rates will meet the definition of "affordable" under the Affordable Care Act. It is agreed that employees shall not be permitted to opt out of personal coverage unless they can show personal coverage under another plan. Upon evidence of coverage under another plan, the employee will opt out of medical but do not have the option to opt-out of the dental and vision only.

The Employer shall provide to all eligible full time Employees after one (1) year of service Life Insurance in the amount of \$15,000.00.

## **ARTICLE 27 -FUNERAL LEAVE**

In the event of a death in the immediate family of a Full-Time employee who has completed probation, he shall upon request be granted time off with pay not to exceed three (3) regularly scheduled working days in order to attend a funeral or burial rite. For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, or grandchildren. In the event of a death in the immediate family where the deceased's residence, and funeral / burial rite, is outside the state of California, the employee shall upon request be granted additional time off with pay not to exceed two (2) additional regularly scheduled working days. The Company may request verification of the request, and false claims shall be considered dishonesty and may subject the employee to termination.

## **ARTICLE 28 HOLIDAYS AND PTO**

**Section 28.1 Holidays:** The following are recognized as paid Holidays under the terms of this Article: New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. Employees shall be eligible for Holiday pay after completing their 90 day probationary period. Holiday pay is to be paid at eight (8) hours straight time pay and shall not count as hours worked for overtime or paid time off accrual purposes. Employees not regularly scheduled to work on the day of a Holiday shall have no claim to work but shall be entitled to Holiday pay. Employees must work the day prior and the day following a Holiday if scheduled, in order to be eligible for Holiday pay. Exceptions to this requirement may be made on a case by case basis if the absence was due to an emergency situation or provable bona fide illness.

**Section 28.2 Paid Time Off (PTO):** Employees shall be eligible for up to five (5) paid time off (PTO) days per year after completing their 90 day probationary period. Employees may accrue up to forty-five (45) PTO days. PTO pay is to be paid at eight (8) hours straight time pay and shall not count as hours worked for overtime or paid time off accrual purposes. In order to schedule a PTO day, the employee will, give at least a seven (7) calendar day notice. The Company will provide a response four (4) calendar days prior requested day off or it will be deemed granted. PTO may be granted without said notice, but the absence will be subject to the Company policy as outlined in the MV Employee Handbook. The Company and the Union agree that PTO days shall meet the California State law requiring employee sick leave, and shall be administered in compliance with California law. One PTO day (8 hours) shall accrue

on the last pay period of February, April, June, August and October of each year.

## **ARTICLE 29 - PENSION**

**Section 29.1 Employer's Contributions:** The Employer shall contribute 55 cents per hour to the Western Conference of Teamsters Pension Trust Fund for each regular and casual employee covered by this Agreement, for each compensable hour up to a maximum of two-thousand eighty (2080) hours per calendar year.

Effective January 1, 2019, the Employer shall contribute \$.65 cents per hour to the Western Conference of Teamsters Pension Trust Fund for each regular and casual employee covered by this Agreement, for each compensable hour up to a maximum of two-thousand eighty (2080) hours per calendar year.

Effective January 1, 2020, the Employer shall contribute \$.75 cents per hour to the Western Conference of Teamsters Pension Trust Fund for each regular and casual employee covered by this Agreement, for each compensable hour up to a maximum of two-thousand eighty (2080) hours per calendar year.

The Employer agrees to remit these monies to the appropriate area administrative office by the date designated by that office, and monies after that date shall be considered delinquent.

The Employer shall also make available the Western Conference of Teamsters 401(k) plan.

**Section 29.2 - Pension contributions** will be reported for all employees as covered in Article 2..

**Section 29.3 - Delinquent Contributions** Action for delinquent contributions may *be* instituted by the Local Union, the area conference or the Trustees. The Employer, if delinquent, must also pay all attorney's fees and costs of collection.

**Section 29.4 — Posting Notice:** The Employer shall post on employee bulletin boards a duplicate copy of the reporting form sent to the Administrator's Office of payments to the Western Conference of Teamsters pension Trust Fund on behalf of the employees at the time payments are made.

## **ARTICLE 30 — LEAVE OF ABSENCE**

An Employee who has completed one (1) year or more of continuous active service may *be* granted a personal leave of absence without pay for up to forty-five (45) calendar days. This leave of absence may be extended by mutual agreement of both parties . A request for leave of absence or

for extension may be made in writing, if possible, by the employee and shall be approved in writing by the Employer, and must include the specific date upon which the employee must return to work.

### **ARTICLE 31 — CLOTHING**

The Employer shall furnish uniforms if such are required. Uniforms, when required, shall be furnished by the Employer, free of charge. The Company may require a dress code for situations where a uniform is not required. Employees shall be responsible for the cost of any personal clothing necessary to be in compliance with such code.

### **ARTICLE 32 -SAFETY BONUS**

The Employer shall pay to each Employee who is accident, incident, and injury free for one (1) calendar year of service a \$200.00 safety bonus. The calendar years shall be calculated starting on each employees' date of hire (anniversary). The eligibility period for the safety bonus begins from an employee's MV hire date and runs consecutively until the anniversary of the hire date, and from anniversary to anniversary date thereafter. The eligibility period does not change for an employee if they have an occurrence that disqualifies them. The eligibility period would not begin again until after their anniversary date. If an employee takes a leave of absence or is, for whatever reason, not available to work for longer than 30 days, he/she would not qualify for the bonus for that eligibility period.

### **ARTICLE 33-FAMILY LEAVE ACT**

The Employer will comply with the State and Federal laws regarding the Family Leave Act.

### **ARTICLE 34 - TRAFFIC CITATIONS**

No driver shall be required to violate traffic laws. The Employer shall be responsible for any on-moving vehicle citations issued unless there is proven negligence on the part of the driver. Citation must be submitted to the Employer within forty-eight (48) hours and if not the Employer shall not be responsible for the same. The Employee shall not be harmed in anyway by following the provision of this Article.

### **ARTICLE 35 -JURY DUTY**

All Full-Time, non-probationary employees called for jury duty will be paid a maximum of three (3) days jury duty pay. Pay will be at the employee's hourly rate with a maximum of

eight (8) hours per day. In order to be eligible for time-off a notice to appear for jury duty must be furnished to Employer promptly. In order to be paid in a timely manner, employees must submit to the Employer copies of documentation received from the court documenting that jury duty was served.

#### **ARTICLE 36 - MILITARY LEAVE**

Employees enlisting or entering the military or navel service of their United States, pursuant to the provisions of the Selective Service Act of 1967, shall be granted all rights and privileges provided by the Act.

#### **ARTICLE 37- SUCCESSORSHIP**

The Employer agrees that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire active or inactive operation, or a portion thereof, or rights only, are sold, leased transferred or taken over by sale, transfer, lease assignment receivership or bankruptcy proceedings, such operation or use of rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidations, spin-offs or any other method by which a business is transacted.

### ARTICLE 38 - DURATION

This Agreement shall become effective retroactive to the 1st day of February, 2020 and shall remain in full force and effect through the 30th day of June, 2023 and thereafter shall continue in effect from year to year; provided, however, that either party desiring to modify or amend the Agreement may do so by giving the other party at least sixty (60) days written notice before January 31, 2020 and each subsequent anniversary date. In the event that notice of desire to modify or amend is given, the parties shall engage in negotiations until agreement is reached or until this Agreement is terminated, as hereinafter provided. During said negotiations, this Agreement shall remain in full force and effect, provided that on or after January 31, 2020 or of any year thereafter, either party may terminate this Agreement upon giving ten (10) calendar days written notice to the other party. Negotiations and all terms of this Agreement shall continue during the entire period to the effective date of the termination.

#### **COMPANY :**

MV  
TRANSPORATION

By: 

Date Executed 1/28/2021

#### **UNION :**

GENERAL TEAMSTERS, LOCAL  
UNION NO. 890

By: 

Date Executed : 11/24/2020



## APPENDIX A

### WAGES & BENEFITS

? Doug Hybrid  
vehicles in play...none  
on vehicle list  
provided

	1/1/2020	1/1/2021	1/1/2022	7/1/2022
Training	\$15.00	\$16.00	\$17.00	\$18.00
Tier 1	\$17.00	\$17.43	\$17.86	\$20.00
Tier 2	\$17.25	\$17.68	\$18.12	\$20.60
Tier 3	\$17.75	\$18.19	\$18.65	\$21.22
Tier 4	\$18.11	\$18.56	\$19.03	\$21.85
Tier 5	\$18.47	\$18.93	\$19.41	\$22.51
Tier 6	\$19.09	\$19.57	\$20.06	\$23.19
Tier 7	\$20.07	\$20.57	\$21.09	\$23.88

1. Trolley and existing hybrid vehicles drivers shall receive a \$2.00 per hour premium with a 4 hour minimum

2. Grandfathered Employees: All grandfathered employees shall receive a 2.5% increase on January 1, 2021 & January 1, 2022. To the extent that any grandfathered employees wage rate is lower than Tier 7, those grandfathered employees will fall back into the scale and remain a Tier 7 employee.

3. Maintenance of Benefits: Except as provided in Article 23, no employee shall have their wages, benefits or working conditions reduced as a result of the signing of this agreement

4. Drivers assigned to train new drivers on behind-the-wheel training shall receive an additional \$1.00 per hour for all hours worked training

5. The pay scale for the Road Supervisors is as follows:

1/1/2020	1/1/2021	1/1/2022	7/1/2022
20.75	\$21.17	\$21.59	\$25.00

. All Road Supervisors above the scale shall receive a 2.5% increase on January 1, 2021 & January 1, 2022. Effective 7/1/2022, all Road Supervisors will be at the wage rate set forth in the above scale.

6. The pay scale for a Dispatch Supervisor shall be \$20.75. The Dispatch Supervisor shall receive a 2.5% increase on January 1, 2021 & January 1, 2022. Effective 7/1/2022, the Dispatch



? Doug do we  
have  
grandfathered  
employees

Supervisor will be placed in the Road Supervisor scale at the wage rate set forth in the Road Supervisor scale. The Dispatch Supervisor is required to perform work training and assessing employees, and the job is similar to that of a crew lead. The Union recognizes that promotions to the Dispatch Supervisor position shall be at the discretion of management, similar to Road Supervisors as specified in Section 15.5 of the CBA.

Dispatchers other than a Dispatch Supervisor shall receive one dollar (\$1.00) per hour premium pay for training new dispatcher/clerks.

7. Effective date of ratification, all fixed route drivers that work a shift that goes through midnight will receive a \$.50 per hour premium for all hours work from midnight until the end of their shift.

8. Employees are lumped into tiers by their wage rate. Effective January 1, 2020, employees will flow through the scales vertically on their anniversary and horizontally every January 1 and July 1, 2022 unless they are at Tier 7 at which point they receive an increase with the new wage scale.