## MEMORANDUM OF UNDERSTANDING

In settlement of the grievance filed by the Amalgamated Transit Union – Local 627 ("Union") on behalf of grievant, Contrina Harris ("the Grievant"), dated January 2, 2017, concerning preference of work assignments/distribution on Non-Guaranteed weeks and Guaranteed weeks, the Union and MV Transportation ("Employer"), (collectively referred to as "the parties"), for future clarification concerning this issue, hereby agree as follows:

The understanding set forth herein does not replace, alter, amend or otherwise change the parties' current labor agreement. This agreement is for clarification purposes only and is to be used merely as a guide for the parties on how to distribute work under the following conditions.

## 2. For Non-Guaranteed weeks:

• The parties agree that the application of this guide shall only occur during non-guaranteed weeks, which the parties have identified as the week of Thanksgiving and the week of Christmas. During these two weeks, the assignment of open and available work shall first be offered to drivers by seniority on a volunteer basis, until such work is filled. If the open work is filled by the most senior employees and no work is thereafter available, than those less senior drivers not filling assignments will be sent home. If no employee accepts the open and available work on a volunteer seniority basis, such open work shall thereafter be filled by assigning such open work from the bottom up (i.e. least senior to most senior) using the least senior employee first until such work is filled.

## 3. For Guaranteed weeks:

- The parties agree that the application of this guide shall only apply to guaranteed weeks which are all those weeks not identified in paragraph 2 above. In guaranteed weeks, if senior employees volunteer for the open work, they shall be granted such work. If senior employees do not volunteer for the open work, less senior employees, starting from the bottom up (i.e. least senior to most senior), will be assigned the open and available work until such work is filled. During the guaranteed weeks, all employees will be expected to remain at work for their entire shift, unless sent home by Management or Managements representatives. Should employees refuse to remain at work for their entire shift, their guarantee will be forfeited. The hours forfeited will then be distributed to employees on a seniority basis who have remained at work, but who have not yet been assigned work.
- 4. This agreement does not set any precedent whatsoever and shall not be used by either party in any future grievance/arbitration procedure or at any future contract negotiations between them or their successors.

## **Amalgamated Transit Union, Local 627**

DR

Troy Miller, President/B.A.

Delrico Collins, Union Steward

**MV** Transportation

Michael Roth

Date: 2 - 1 - 17

Date: 2-/-/>