

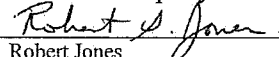
Tentative Agreement Package;

November 21, 2018

This agreement only includes all tentatively agreed changes in the CBA that expired on February 28, 2018. All unidentified language from the expiring contract will remain unchanged and in effect in the new agreement. All Union and Company proposals not agreed to as part of this document are rejected by both parties.

At the Union's request the Company provided the union with a copy of the 2019 VSP eyecare benefit and employee cost schedules. For clarification purposes it was understood at the table the eyecare provider, coverage and rates are subject to change without bargaining through the life of the agreement and all premiums will be the responsibility of the employee.

For the Company

 11-24-18
Robert Jones
Labor Relations Director - MV

For the Union

 11/26/18
Troy Miller
President ATU 627

TTA
RJ 11-21-18
2pm CST

Article 2

Scope of the Agreement

TKM 11/26/18

Section 2.1 Duration. This agreement shall become effective immediately **after ratification** and shall continue in full force and effect through midnight, **February 28, 2021**. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by certified mail, return receipt requested, not later than sixty (60) days prior to an expiration date.

Company Proposal 11-19-18

ARTICLE 17 WAGES

Drivers	Current	5-1-18	6-1-19	6-1-20
Starting Rate (0-12 months)	15.00	15.52	15.52	15.52
1 Year (13-24 months)	15.00	15.52	15.99	16.63
2 Year (25-36 months)	15.00	15.81	16.28	16.94
3 Year (37-48 months)	15.00	16.19	16.68	17.34
4 Year (49-60 months)	15.00	16.49	16.98	17.66
5 Year (61-72 months)	15.53	16.99	17.50	18.20
6 Year (73-84 months)	15.86	17.50	18.03	18.75
7 Year Top Rate	19.68	20.38	20.99	21.83

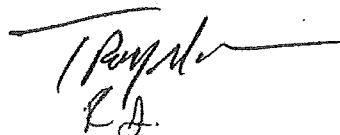
Dispatcher	Current	5-1-18	6-1-19	6-1-20
Starting Rate	15.00	15.52	15.52	15.52
Employees Hired After Contract Ratification		15.52	15.99	16.63
Employees Hired Before Contract Ratification	17.15	17.76	18.29	19.02

Utility	Current	5-1-18	6-1-19	6-1-20
Starting Rate	15.00	15.52	15.52	15.52
Employees Hired After Contract Ratification on their Anniversary Date		15.52	15.99	16.63
Employees Hired Before Contract Ratification	15.00	15.52	15.99	16.63

Reservationist	Current	5-1-18	6-1-19	6-1-20
Starting Rate	15.00	15.52	15.52	15.52
Employees Hired After Contract Ratification		15.52	15.99	16.63
Employees Hired Before Contract Ratification	15.00	15.52	15.99	16.63

Mechanic	Current	5-1-18	6-1-19	6-1-19
A	24.10	24.96	25.71	26.74
B	21.02	21.77	22.42	23.32
C	15.78	16.35	16.84	17.51

MV Transportation reserves the right to add, change, delete or otherwise modify proposals during the course of negotiations. R.D.


11-19-18
TA

Company Proposal 11-19-18

Wages;

The company reserves the right to implement future increases for new hire rates through the life of the agreement. In the event of a new hire rate increase, all employees will be brought up to that new rate if they are currently below.

Wages that fall below the Cincinnati Living Wage ordinance during the life of the agreement will be brought up to the Living Wage Ordinance requirement pending MV client approval.

Dispatchers, ~~Reservations and Utility~~ ^{TA - 11-19-18} Classification employees will reach top pay after 7 years of employment within the classification.

Eye Care – It is agreed that the Company will provide access to the eyecare provider used by the Company, the total cost will be the responsibility of the employee. The Company will collect and distribute the required premiums on behalf of the employee through payroll deduction after the employee selects the option during open enrollment.

Health Insurance "Opt-Out" Plan

Remove; A current employee who is covered by medical insurance provided by MV Transportation or another source can, during open enrollment, elect an "Opt-Out" option. The employee will receive one hundred and fifty dollars (\$150.00) per month for single coverage and three hundred and fifty dollars (\$350) per month for family coverage.

Replace new language: Beginning January 1, 2018, employees who took the opt-out payment of \$150.00 for employee only coverage or \$350.00 for family coverage for the 2018 Enrollment year will continue to receive the \$150.00 or \$350.00 respectively as a grandfathered stipend without requiring proof of insurance as long as they are regularly scheduled to work at least 30 hours per week. All other employees are not eligible for this stipend.

T Key. M — 11-19-18
R J. — 11-19-18

MV Transportation reserves the right to add, change, delete or otherwise modify proposals during the course of negotiations.

R J.

TPs.
9-11-18
R.A.J. Company

T. Allen
9/18/18

Tentative Agreement from July 13, 2018

Article 6 – Management Rights

Section 6.1 Retention of Managerial Prerogatives

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

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed **and hours of work.**
- (b) To hire all employees, **determine qualifications and fitness for employment, assign and direct their work.**
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time **and the number of hours and shifts to be worked. Including determining the number of positions needed on shifts, hours of operations needed for shifts, the work assignments for personnel on a shift including part time and full time.**
- (d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, **assign**, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or SORTA.
- (e) To introduce new or improved technology, **machines, tools**, equipment, **property**, research, service, maintenance methods, and materials used to increase efficiency.
- (f) **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.**
- (g) To issue, amend and revise reasonable policies, reasonable rules, reasonable regulations, and practices including reasonable rules of 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 and to carry out the lawful directives of the customers to whom the Company contracts its services.
- (h) **To plan, direct, establish, control, modify, and eliminate any and all routes, shifts, manifests, and/or schedules and, in general, to determine the nature and extent of how such service is to be provided.**
- (i) **Management rights will not supersede with any other specific articles in the CBA or agreements.**

MV Transportation Proposal Article 6 Management Rights May 22, 2018 MV Transportation reserves the right to add, change, delete or otherwise modify proposals during the course of negotiations.

TA.
9-11-18
R.D.J. Company

Thu
9/11/18

Tentative Agreement from July 13, 2018

ARTICLE 12 HOURS OF WORK

Section 12.4 Overtime Work

In the event the Company obtains extra work, defined as temporary additional shifts(s) assigned to the Company by SORTA, where the Company has the knowledge of such extra work at least 24 hours in advance, the extra work will be posted for operators to bid on. The Company will award the extra work to the most senior operator who is not otherwise scheduled for a regular shift. If the Company learns of the extra work with less than 24 hours' notice, it may fill the work at its discretion (to a maximum of two hours) or until an operator can be assigned.

New Section Number TBD: Daily Open Work

Daily Open Work is defined as any scheduled service that has not been filled, or work open due to absences, lates, or tardies. Any operator desiring extra work must sign the Daily Open Work Sign Up Roster. Operators must sign up no later than 3:00 p.m. the day before notice of availability. Operators will be called by 7:00 p.m. to advise of open work. Operators who accept open work will be subject to the attendance policy as if it was a regularly scheduled day of work. Daily open work will be assigned beginning with the highest seniority operator and will rotate daily for that month.

Work will be assigned in the following order:

- Extra board operators in order of seniority
- Operators by seniority on operator's regular day off
- Operator's work day provided such work does not overlap/conflict with regular work schedule and does not violate state or federal hours of service regulations
- Inverse order of seniority

In instances with less than two-hours' notice of absence (or tardy), work will be covered at the Company's discretion (to a maximum of two hours) or until an operator can be assigned. This is not intended to change Section 15.4 Changes on Day of Service.

~~Section 12.7 Time Keeping Procedures: Drivers will be paid from the time their vehicle leaves the Company's facility plus 12 minutes for pre-trip time until the time vehicle returns to the facility an additional (5) five minutes turn in time to be built into bid into bid model within the (40hr) guarantee. Employees will be paid for all hours worked. Drivers' start time will begin when they pick up their manifests. Drivers have twelve minutes from the time they clock in to complete their pre-trip activities and leave the facility to begin their route. At the end of the shift, drivers are expected to complete their post trip activities within five minutes, sign out and complete their work for the day. The pre and post trip time is built into the bid model with the forty- hour guarantee.~~

~~Drivers will not be paid for any other time unless their attendance is required by the Company and is authorized by a supervisor or manager. Drivers will not be authorized for any other time unless their attendance is required by the Company and is approved by a supervisor or manager.~~

MV Transportation Proposal Article 6 Management Rights May 22, 2018 MV Transportation reserves the right to add, change, delete or otherwise modify proposals during the course of negotiations.

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9/11/18

Drivers will record their time leaving and returning to the facility on their manifest, which shall be their time record. Drivers are responsible to record their accurate time leaving and returning to the facility on their manifest, which shall be their time record. If there is a need for more time allocated for the pre and post trip work, the driver will document this time on his/her manifest. Mechanics shall work their scheduled time and shall record their time on a time card provided by the Company. ~~Mechanics will not work overtime without written permission from a foreman or manager.~~ Mechanics are not authorized to work overtime without proper authorization from management.

Section 12.8 Unpaid Status. An employee's ability to accrue benefits, other than eligible group health benefits during a period of FMLA, shall cease when an employee is on continuous unpaid leave status unless otherwise stated in this Agreement. Continuous unpaid leave is defined as leave from work longer than 14 days. Employees are required to use any accrued paid leave concurrently with any FMLA leave taken. Use of accrued vacation leave in this instance does not negate vacation already bid and approved.

Article 20 Health/Dental/Life Insurance

Add 20.3 last sentence;

The Company will provide access to information regarding health benefit plan availability, costs, and schedules within the plan during open enrollment.

MV Transportation Proposal Article 6 Management Rights May 22, 2018 MV Transportation reserves the right to add, change, delete or otherwise modify proposals during the course of negotiations.

**TENTATIVE AGREEMENT
Article 15 Shift Bidding
May 19, 2018**

Article 15 Shift Bidding

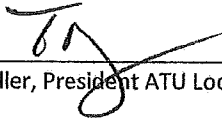
Section 15.1 Shift Bidding

The Company shall develop the runs to be picked. The Company will create no less than 90% of the shifts to be bid with forty hours per week. Shift bids are based on operational needs and may have start and/or end time fluctuations in accordance with Section 15.4. In no event shall an employee who is required to operate a ten (10) hour run work more than eleven (11) hours.

Section 15.2 Shift Bidding

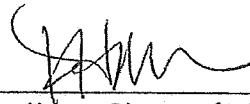
The Company shall have at least three (3) but not more than four (4) picks per year. Shift picks shall be held in January, May, and September each year. All other language to remain the same.

For the Union:



Troy Miller, President ATU Local 627

For the Company:



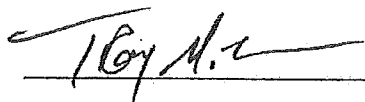
Donna Harper, Director of Labor Relations

**TENTATIVE AGREEMENT
Article 18 Paid Holidays
April 11, 2018**

Article 18 Paid Holidays

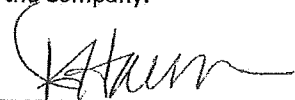
Add to Section 18.4 Work On Holiday – last sentence: Drivers assigned to standby work on a Holiday as defined in Section 18.1 will be paid a minimum of four (4) hours.

For the Union:



4-12-18

For the Company:



4-12-18

TENTATIVE AGREEMENT
Article 19 - Vacations
May 17, 2018

Article 19 - Vacation

Section 19.2 Vacation Pay

"Unused vacation can be cashed out at the employee's pay rate at the option of the employee at any time by providing notice to the Company at least ten days prior to the end of the pay period in which the cash out is to be paid."

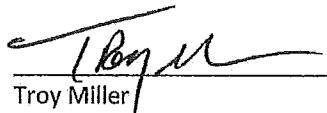
Section 19.5 Vacation Pay

Add: Vacation hours are not considered in the computation of overtime. In the event an operator works on his/her day off during the same pay week vacation hours are used, the operator may elect to rescind use of the vacation hours that pay week and bank for future use. For example, an operator uses eight (8) hours of vacation during a pay week, and then works 8 hours on his/her day off during the same pay week. The operator may elect to be paid 48 hours at regular, straight time, or return the vacation hours and be paid forty (40) hours at regular, straight time. Vacation hours returned will be added back to the operator's banked vacation hours.

Section 19.7 Pay in Lieu of Vacation

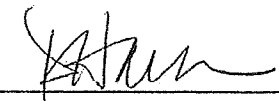
An employee desiring to take pay in lieu of vacation time must declare his or her intent in writing using the **Vacation Cash Out Form** no later than November 1st preceding the vacation year in which the employee desires to trade vacation for pay. Payment for exercising his/her option under this provision will be made to an employee on the last work day before the employee takes his or her first regularly approved scheduled vacation.

For the Union:

 5-17-18

Troy Miller

For the Company:



Donna Harper

TENTATIVE AGREEMENT
Article 24 – Uniforms, Tools and Safety Equipment
May 17, 2018

Article 24 Uniforms, Tools, and Safety Equipment

Section 24.1 Uniform Provided

Added to first paragraph. The Company shall provide ~~75~~ **\$150** safety shoe allowance per year for utility/non-mechanic classification. **The Company will provide reimbursement within 30 days of expense request.**


Section 24.2 Mechanics Safety Equipment

The Company will provide a voucher to all A, B, and C mechanics a maximum of ~~\$100~~ **\$150** per year for the purchase of safety shoes. **Mechanics may use the Company's boot vendor to purchase safety boots once each year up to \$150.00 per year. Amounts in excess of \$150.00 is the responsibility of the mechanic. Mechanics who choose not to purchase boots through the Company's vendor must provide a receipt to be reimbursed up to \$150.00.** The Company will also reimburse all A, B, and C mechanics a maximum of ~~\$100~~ **\$150** per year for the purchase of prescription safety glasses provided the mechanic is required to wear prescription glasses prescribed by a licensed optometrist. **Receipt is required for reimbursement.** The Company will provide those mechanics without the need of prescription safety glasses with standard safety glasses at no cost. **The Company will provide reimbursement within 30 days of expense request.**

Section 24.3 Mechanics Tool Allowance

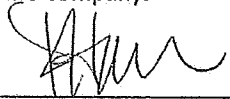
During each year of this Agreement, A, B, and C mechanics will receive, on their anniversary of employment a tool allowance of up to **\$400** provided the mechanic shows proof of purchase. **Receipt is required for reimbursement.** **The Company will reimburse employees within 30 days of expense request.**

For the Union:



A handwritten signature in black ink, appearing to be 'JG', is written over a horizontal line.

For the Company:




A handwritten signature in black ink, appearing to be 'A. M.', is written over a horizontal line.

**TENTATIVE AGREEMENT
Sick and Vacation Accruals
April 12, 2018**

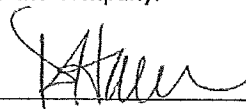
Add to Articles 19 and 27 – Sick leave accruals and vacation leave accruals will be printed on employee paystubs.

For the Union:



4-12-18

For the Company:



4-12-18

**TENTATIVE AGREEMENT
Side Agreement Attendance
April 12, 2018**

The company agrees to clear all attendance occurrences as of the date of ratification as is written on page 44 of the current CBA.

For the Union:

T Roy M...
4-12-18

For the Company:

Stam...
4-12-18

MEMORANDUM OF UNDERSTANDING
between
MV TRANSPORTATION, INC. Cincinnati Division ("The Company")
and the
AMALGAMATED TRANSIT UNION, LOCAL 627 ("The Union")
May 21, 2018

The following terms are agreed to by the parties named above ("the parties") as a way to resolve certain outstanding issues at the Cincinnati Division:

A) Shift Start and End Times

The Company and the Union agree that dispatchers and other operations team members will follow the rules regarding seniority and overtime as provided for in the Collective Bargaining Agreement (CBA). (See Articles 15 and 12.)

Operators will only be held over the end of their bid shift time per Article 15.4 when operational needs require. Dispatchers will assign work in the most operationally efficient method possible. Operators who work split shifts may be kept beyond their end of shift time in accordance with Article 15.4 on either the A.M. or P.M. route only, not both.

TA
9-11-18
P.M.C.

~~The Company agrees to manage and hold accountable dispatchers who fail to follow the Company's standard operating procedures or the terms set forth in the CBA.~~ 11-19-18 TR

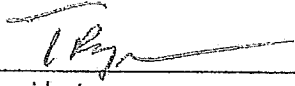
The Company agrees to evaluate the current route run cut to determine if efficiencies can be made that will reduce the number of operators held over the end of their bid shift.

B) Shift Bidding

The Company agrees to allow the Union to review the shift pick and offer recommendations on bid shifts prior to the shift pick being posted. All other language to remain the same.

For the Union:

For the Company:



President



Labor Relations Director



November 21, 2018

Mr. Troy Miller,

At the Union's request this attachment includes the VSP benefit details and below are the 2019 rates.

For clarification purposes it was understood at the table the eyecare provider, coverage and rates are subject to change without bargaining through the life of the agreement and all premiums will be the responsibility of the employee.

Below are the rates for eye care through VSP Benefit Year 2019.

VSP Vision	2019 Monthly Cost	Monthly Co. Contribution	Emp per Paycheck
Employee Only	\$5.60	\$0.00	\$2.80
Employee/Spouse	\$11.22	\$0.00	\$5.61
Employee/Children	\$11.99	\$0.00	\$6.00
Employee/Family	\$19.17	\$0.00	\$9.59

Respectfully,

A handwritten signature in cursive script that reads "Robert Jones".

Robert Jones
Labor Relations Director
MV Transportation

RJ-11-21

Additional Pairs of Glasses	20% off unlimited additional pairs of prescription glasses and/or nonprescription sunglasses ³	
Laser VisionCare Program	Discounts average 15-20% off or 5% off a promotional offer for laser surgery, including PRK, LASIK, Custom LASIK, and IntraLase ⁴	
Exclusions	Two pairs of glasses instead of bifocals; replacement of lenses, frames, or contacts; medical or surgical treatment; orthoptics; vision training or supplemental testing. For contact lenses: insurance policies or service agreements; artistically painted or nonprescription lenses; additional office visits for contact lens pathology; contact lens modification; polishing or cleaning	
Open Access Schedule (Non VSP Choice Providers)	VSP offers a generous reimbursement schedule for services from other providers	
	Exam	\$45
	Lenses:	
	Single vision lenses	\$30
	Bifocal lenses	\$50
	Trifocal lenses	\$65
	Frame	\$70
	Elective contact lenses (in lieu of lenses & frame)	\$105

¹ Lens enhancements outlined are standard and based on applicable laws, benefits may vary by doctor location.

² Rebates subject to change

³ 20% off unlimited additional pairs of glasses valid through any VSP Preferred Provider within 12 months of the last covered eye exam.

⁴ Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. LaserVision Care discounts are only available from VSP-contracted facilities.