



MV TRANSPORTATION, INC.

**MEMORANDUM OF UNDERSTANDING
ARTICLE 28
MINIMUM GUARANTEE**

In settlement of any and all grievances filed by the grievants (“the Grievant”) and/or **Amalgamated Transit Union – Local 627** (“the Union”) stemming out of the Grievant’s employment with MV Transportation, the Grievant, the Union and **MV Transportation** (collectively referred to as “the parties”) and for future clarification of this article the parties agree as follows:

ARTICLE 28
Minimum
Guarantee

Section 28.1 Minimum Guarantee. The Company will guarantee a minimum of 40 hours of earnings per week to the top 82% senior employees. The Company will make available seniority rosters on a monthly basis for the union to review. If the employee is on vacation, holiday, sick leave or any other excused absence in a work week, the 40 hour guarantee will be reduced by an amount that is the same as such vacation, holiday, sick leave or excused absence time. Furthermore, this minimum guarantee shall not apply if any one of the following circumstances applies:

- A. The employee fails to complete any and all scheduled work during the week, including any portion of any shift.
 - B. The employee fails to accept any extra work offered to make up the guarantee.
 - C. In the event operations are curtailed due to a declared emergency, weather or requirement of SORTA.
 - D. During the weeks in which the Christmas and Thanksgiving holidays are observed.
1. The Company and Union agree that in paragraph C immediately above, “curtailed”, shall mean a reduction of operations by at least 50% of trips scheduled. All other provisions and/or language not modified by this paragraph shall remain unchanged.



2. Any and all pending grievances stemming out of the Grievant's employment with MV Transportation are hereby withdrawn and cannot be pursued further by the Union or the Grievant.
3. MV Transportation expressly denies any and all liability to the Grievant and the parties agree that nothing in this Agreement is intended to be, nor shall be deemed to be an admission of liability or wrongdoing, and admission of the existence of any facts upon which liability or wrongdoing could be based, or a waiver of any defense to such liability or wrongdoing.
4. The Grievants acknowledges that they were fairly and adequately represented by the Union.

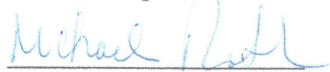
**Amalgamated Transit Union, ATU
Local 627**



Troy Miller

Date: 4-19-15

MV Transportation



Michael Roth

Date: 4-16-15