

**COLLECTIVE BARGAINING  
AGREEMENT  
BETWEEN  
MV TRANSPORTATION, INC.  
AND  
AMALGAMATED  
TRANSIT UNION  
LOCAL 627**

**March 1, 2014 To March 1, 2018**



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## AGREEMENT

This Agreement is entered into by and between MV Transportation, Inc., its successors and assigns, hereinafter referred to as the "Company", and the Amalgamated Transit Local Union 627, hereinafter referred to as the "Union".

### ARTICLE 1 RECOGNITION

Section 1.1 Recognition of Union. The Company recognizes the Union as the exclusive representative of "employees" as defined in Section 1.2 of this Article for purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all such employees.

Section 1.2 Definition of Employees. Whenever used in this Agreement, the term "employees" shall mean all full-time and part-time non-probationary drivers, mechanics, reservationists, and dispatchers employed by the Company and based in the Hamilton County and surrounding Counties in Ohio and Northern Kentucky or Southern Indiana, who perform work for the Metro Access Para transit program under contract to the Southwest Ohio Regional Transit Authority (hereinafter "SORTA"), or its successor but excluding all other categories of employees such as Supervisors, managerial, administrative, road supervisors, classroom trainers, and schedulers as defined in the National Labor Relations Act.

Section 1.3 Definition of Probationary Employee. An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and the Union, shall be in "probationary" sta-

tus until he/she has completed sixty (60) calendar days of employment after completion of training. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement.

Section 1.4 Job Classes. The classification of jobs as described in Section 1.2 of this Agreement is defined as follows:

a. A Full Time employee is defined as an employee regularly scheduled to work at least thirty-five (35) hours in a work-week.

b. A Part Time employee is defined as an employee regularly scheduled to work less than thirty-five (35) hours in a week.. **Effective with new hires only, the Company shall not exceed 25% of the employees who may work as part time. New hires shall be defined as those employees hired after ratification of this agreement.**

When a full time vacancy occurs, as determined by the Company, it shall first be offered to a part-time employee within their classification, in seniority order before non-employee applicants are considered. Employees may elect to remain part-time if they so desire.

## ARTICLE 2 SCOPE OF AGREEMENT

Section 2.1 Duration. This Agreement shall become effective immediately after midnight of **March 1, 2014** and shall continue in full force and effect through midnight, **February 28, 2018**. 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.

Section 2.2 Separability. Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision will apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement which are not affected by such decision.

### **ARTICLE 3 SENIORITY**

Section 3.1 Seniority Defined. Seniority shall mean the length of time an employee has been employed as a bargaining unit employee by the Company on the Metro Access project, measured in calendar days from the first day of compensation by the Company of the employee. Employees who were employed on the last day of operation of Metro Access service for SORTA by the previous contractor, First Transit, Inc., who were hired by the Company, will maintain the seniority date they had at First Transit, Inc. for the purpose of rates of pay, all other benefits and selecting work including, but not limited to, the determination of order in any lay-off or recall from lay-off or other reduction in work force, bidding runs, assignments, or time off as provided for in this Agreement. If application of the preceding sentences results in two (2) or more employees having the same seniority, the employee who has the earlier date of birth shall be deemed more senior. In the event that birthdays are identical, then the employee who submitted their

employment application earlier shall be deemed the more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Article 1 (RECOGNITION) of this Agreement, at which time the employee shall possess seniority as defined in this Section 3.1. Seniority shall be applicable only as expressly provided in this Agreement.

### Section 3.2 Layoff.

(a) **Determination of Layoffs.** The Company will determine the timing of layoffs, and the number of employees to be laid off.

(b) **Layoffs.** When a reduction in the work force becomes necessary, as determined by the Company, such layoffs shall be made in reverse order in seniority. Part-time employees shall be laid off before full time employees.

### Section 3.3 Recall.

(a) **Order of Recall.** The employee with the most Seniority will be the first one recalled from layoff. Full-time employees on layoff shall be recalled prior to part-time employees.

(b) **Notice of Recall.** The Company will forward notice of recall by mail to the last known address of the employee as reflected on Company records. The employee must, within two (2) weeks of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date.

**Section 3.4 Termination of Seniority.** An employee's Seniority shall be terminated and his rights under this

Agreement forfeited for the following reasons:

(a) Resignation by the employee or termination for just cause by the Company, unless reinstated pursuant to the grievance procedure.

(b) Failure to give notice of intent to return to work after recall within the time period specified in Section 3.3(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;

(c) Failure to return to work upon expiration of an approved leave of absence;

(d) Layoff for a period of thirty-six (36) months or for a period equal to the employee's Seniority, whichever is less.

(e) Misuse of leave as a subterfuge to accept employment elsewhere or for purposes other than stated upon request for leave.

Section 3.5 Seniority List. The Company shall provide the Union each month with a list of newly hired employees, those employees that have cleared probation, those employees that have resigned or retired, and those employees that have been terminated, along with the dates pertinent to each event. The Company shall provide the Union with a Master Seniority list at the end of each month and before each pick.

Section 3.6 Return of Personnel to the Bargaining Unit. A person who, after transfer or promotion out of the bargaining unit, for a period of sixty (60) days or less, remains in the continuous employ of the Company, may be transferred, at the sole option of the Company and

notwithstanding any other provision of this Agreement, to any designated job classification in the bargaining unit previously held by the person. This option shall only be exercised once for each employee. Seniority shall be retained but shall not continue to accrue during the time an employee is promoted to a supervisory position with the Company. If the transfer of such a person to the bargaining unit requires the layoff of an employee, the employee with the least Seniority will be laid off.

### Section 3.7 Seniority In Other Departments.

Seniority shall prevail in all other departments where employees are members of this Union and part of the bargaining unit. Vacancies shall be filled within a period of thirty (30) days or as soon thereafter as practicable unless the job so vacated is abolished.

When an employee applies for and is awarded a job in a different department, that employee will move into the new department at the bottom of the department seniority list. The employee will retain his/her overall seniority for purposes of benefits. Picking rights will be determined by his/her place on the new department seniority list. Any such employee moving from the department to another as outlined above, will serve a sixty (60) day probationary period in the new department and job. The Authority may at any time during the probationary period elect to move the employee back to his/her former department. In such a case, the employee will move back to their old department with full seniority for picking and benefits. In case of layoff an employee shall be allowed to return to his/her former department with the seniority attained at the time they left. For this paragraph only, departments are defined as Transportation, Mechanical including Building Maintenance, Dispatchers and Reservationists.

Dispatch and Reservationists may fill in on a temporary basis for each other. When a Dispatcher or Reservationists fills a position in the other classification



they will receive their own rate or the rate of the position they are replacing, whichever is higher.

Section 3.8 Notification. The Company will notify the Union within five (5) working days of all bargaining unit persons who accept non-bargaining unit duties with the Company and the approximate duration of the same.

## **ARTICLE 4 UNION REPRESENTATION**

### Section 4.1 Union Shop Stewards.

(a) Recognition of Shop Stewards. From among the employees employed in the Bargaining Unit, the Union may designate and the Company will recognize the designated shop stewards to serve as the Union's agent in the representation of employees of the Bargaining Unit

(b) Compensation of Shop Steward While Engaged in Union Activity. Except as specifically provided in this Section 4.1 (b), the shop steward shall not be compensated by the Company for his/her duties as the shop steward.

### Section 4.2 Distribution of Union Literature.

(a) Bulletin Boards. The Company will provide the Union with bulletin boards. Said bulletin boards will be located in the Transportation and Mechanical Departments in such a manner that all employees can easily see its contents. Both parties must mutually agree on the locations of the Union Bulletin Board. This shall be used by the Union for the posting of official notices, meetings and all other matters pertinent to the Union. The Union agrees that the bulletin board will only be

used for official business and will not be used to post personal notices or any other material not pertinent to official Union business or any material derogatory of the Company or SORTA. Union Officers and/or stewards shall have reasonable access, during regular Company office hours, to maintain the bulletin board.

Section 4.3 Union Business Leave. An employee designated by the Union to serve as a full time officer or employee of the Union shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Article 3 (SENIORITY) of this Agreement but shall not be entitled to any compensation or benefits under this Agreement.

Section 4.4 Union Visitation. The Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance. The Union agent will not in any manner interfere with the performance of work by the employees.

## **ARTICLE 5**

### **CUSTOMER RIGHTS AND CONTINGENCIES**

Section 5.1 Termination of Transportation Services Contract. If the transportation services contract between the Company and SORTA to provide Metro Access service terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement may continue to resolve disputes pending at the time of termination up to and including arbitration. If SORTA awards a contract for the services now provided by the Company to another transportation provider, the Company will notify the Union of the name, address, and representation of such other transportation provider, if known.

Section 5.2 Rights of Customers. Nothing in the Agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by the Company to SORTA or the passengers nor the rights and privileges of SORTA under the transportation services contract referenced in Section 5.1 of this Article.

## **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 cause and to determine the number of employees to be employed.

(b) To hire employees, determine their qualifications and direct their work and to promote employees.

(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 shifts to be worked.

(d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, 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, research, service, and maintenance methods, materials, equipment, 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 issue, amend and revise reasonable policies, reasonable rules, reasonable regulations, and practices including reasonable rules of conduct or 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.

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.

Section 6.2 Contractual Duties. Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibilities to SORTA which include, but are not limited to the assignment, dispatching and management of trips, passengers and services for Metro Access.

## **ARTICLE 7 NONDISCRIMINATION**

Section 7.1 Equal Opportunity. The Company and the Union each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and

privileges of employment nor will it limit, segregate or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, sexual orientation, national origin, age or disability. The parties agree that disputes under this Article shall be resolved through the grievance and/or arbitration procedures.

Section 7.2 Affirmative Action and Job Accommodation. Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any party with Federal, State or local laws pertaining to discrimination, affirmative action, or job accommodation nor to prohibit the Company from complying with the lawful mandates or directions of its customers with respect to discrimination, affirmative action or job accommodation. The Company may take any action required or proper under such laws, mandates, or directions, with or without notice to the Union, and neither such action nor its effect may be deemed a violation of this Agreement.

Section 7.3 Concerted Activity. The Company and the Union each agree that it will not discriminate against any employee or applicant because of such individual's lawful activity for or support of the Union or because of the individual's other lawful concerted activity for the purpose of collective bargaining or because of the individual's decision to refrain from such activity.

Section 7.4 Gender Terms. Throughout this Agreement, the use of the gender Pronouns and terms shall be construed to include both male and female.

## **ARTICLE 8 NO STRIKES OR LOCKOUTS**

Section 8.1 No Strikes or Lockouts. During the term of this Agreement, or any extension thereof, (a) neither the

Union nor its members, will directly or indirectly, cause, sanction, or participate in any strike, work stoppage, slowdown, or boycott against the Employer, and (b) there will be no lockouts by the Employer.

Section 8.2 Discipline for Violation of Section 8.1. The failure or refusal on the part of any employees to comply with the provisions of Section 8.1 of this Article may be cause for immediate discipline, including discharge.

## **ARTICLE 9 DRUG AND ALCOHOL PROGRAM**

Section 9.1 Policy. The Company has adopted a policy relating to Drug and Alcohol abuse and testing, which is attached hereto and by reference incorporated herein. The Company may make such changes to this policy without renegotiation of this Agreement to comply with changes to state or federal law or regulation.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

Section 10.1 Definition of Grievance. A grievance is defined as any controversy between the Company and the Union arising out of or by virtue of this agreement. The following procedure for the settlement of grievances must be followed.

### Section 10.2 Procedural steps.

(a) Step 1. The Union may present in writing to the Division Manager a grievance setting forth the nature, details, date of the alleged violation, Article and Section of this Agreement claimed to have been violated. The written grievance must be dated and signed by the

Union Business Agent or his designated representative. The written grievance must be presented within ten (10) calendar days of when the employee or Union knew or had reasonable knowledge of the event giving rise to the grievance. After the filing of a grievance with the Division Manager or Company designee, the Division Manager or designee shall contact the Union Business Agent or designee to arrange a time and place to attempt to resolve the grievance within three (3) calendar days.

(b) Step 2. If the grievance is not resolved in Step 1 within ten (10) calendar days of when it was submitted to the Division Manager, the Union, if it wishes to proceed further with the grievance, may request in writing, within five (5) calendar days of notice by the Company of its Step 1 decision, or other agreed upon method, a meeting between the Company Regional Manager, or his/her designated representative, and the Union President, or his/her designated representative. Within ten (10) calendar days of the request the parties shall schedule a meeting.

Section 10.3 Time Limitations. The time limitations set forth in this Article<sup>10</sup> are of the essence of this Agreement. No grievance shall be accepted or considered by the Company unless it is submitted or appealed within the time limits set forth in Section 10.2 of this Article. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Arbitration, it shall be deemed to have been settled in accordance with the Company's Step 2 answer. If the Company fails to answer within the time limits set forth in Section 10.2 of this Article, the grievance shall automatically proceed to the next step. The time limitations may be extended upon mutual written agreement of the parties.

Section 10.4 Precedent. A decision made with respect to any grievance during Step 1 or Step 2 of the grievance procedures set forth in Section 10.2 of this Article shall apply only to that grievance and shall not become a binding precedent with respect to any other grievance or to the interpretation or application of the Agreement.

## **ARTICLE 11 ARBITRATION**

Section 11.1 Appeal Procedure. If a Grievance has not been settled in the steps outlined in Article 10 herein, the Union may request that the matter be submitted to an arbitrator. Such request shall occur within five (5) calendar days following the next regularly scheduled Union meeting following the decision of the Company at Step 2 of the Grievance procedure. In no case shall the request for arbitration be allowed more than forty-five (45) calendar days following the decision of the Company at Step 2 of the Grievance procedure.

Section 11.2 Expedited Arbitration. 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 outside counsel will not be used as advocates

(b) The hearing will be informal

(c) No briefs will be filed

(d) There will be no formal rules of evidence

(e) Each party will present its case and cross-examina-



tion and rebuttal. Each case will be completed as soon as possible.

(f) The arbitrator must agree to hear a minimum of two (2) cases in any one (1) day if requested by the parties. Both parties and the arbitrator may agree to consider more cases in any one day.

(g) 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

(h) 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

(i) 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

(j) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings

(k) The fees of the arbitrator will be borne equally by both parties

(l) The arbitrator for the expedited arbitration process will be selected as provided in Section 11.3.

Section 11.3 Selection of Arbitrator. If the Expedited Arbitration process in Section 11.2 is not used, an arbitrator shall be selected from a list of seven names obtained from the Federal Mediation and Conciliation Service.

Such a list shall be one mutually requested by the parties to this Agreement and shall be used until such time that either party requests that a new list be requested from the FMCS. The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. The Union and the Company shall strike the first name on a rotating basis. The Union will strike the first name in the first arbitration under this Agreement..

Section 11.4 Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the interpretation or application of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company.

Section 11.5 Fees and Expenses of Arbitration. The expenses of the arbitrator and hearing room will be equally shared between the Company and the Union, otherwise each party shall bear its own arbitration expense.

## **ARTICLE 12 HOURS OF WORK**

Section 12.1 Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime, and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any

employee of a minimum or maximum number of hours of work per day, per week, or per year. The Company's pay records, practices and procedures shall govern the payment of all wages.

Section 12.2 Workweek. The workweek shall consist of seven (7) days beginning at 12:01 a.m. on Saturday and ending at 11:59 p.m. the following Friday.

Section 12.3 Regular Workweek. The regular workweek shall consist of forty (40) hours of work within the workweek.

Section 12.4 Overtime Work. In the event the Company obtains extra work, defined as temporary additional shift(s) assigned to the Company by SORTA, where the Company has 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.

Section 12.5 Lunch Periods. The Company will assign unpaid lunch period between 3.5 and 5.5 hours after the start of a shift. The Company may assign a lunch period of no more than 60 minutes to employees with a bid shift of more than 8 hours. Lunch time will be unpaid and the Company will not require an employee to perform work duties during lunch.

Section 12.6 Overtime Pay. The Company shall pay employees who work in excess of forty (40) hours in one week overtime pay at time and one-half of the regular rate of pay.

Section 12.7 Timekeeping 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 minute turn in time to be built into bid into bid model within the (40hr) 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 record their time leaving and returning to the facility on their manifest, which shall be their time record. 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.

## **ARTICLE 13 LEAVE OF ABSENCE**

Section 13.1 Definition. A leave of absence is defined as an absence in excess of five consecutive workdays.

Section 13.2 Personal Leave. Unpaid Leaves of Absence up to thirty (30) days, may be granted at the Company's sole discretion, upon receipt of written request from the employee stating the reason for the requested leave.

Section 13.3 Military Leave. The Company will comply with the provisions of the Veterans Re-Employment Rights Act. The Company will comply with federal and state law with respect to National Guard and Reserve Duty.

Section 13.4 Civic Leave. A non-probationary employee who is required to report for jury duty or who is subpoenaed to testify at a hearing in which the employee is not a party shall be granted leave for such service. If the employee reports for service and is excused therefore, he

shall immediately contact the Division Manager and stand ready to report for work, if requested.

Section 13.6 Requests for Leaves. Requests for Leave of Absence shall be made as far in advance as possible. Seniority shall accumulate during Leave of Absence; however, unless otherwise stated in this Agreement time spent on Leave of Absence shall be without pay.

Section 13.7 Family Leave. The Company shall comply with State and Federal Family Leave Laws.

## **ARTICLE 14 DISCIPLINE**

Section 14.1 Company Rights. The Company shall have the right to change any policies, rules and regulations governing employees without re-negotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and SORTA. The Company shall further have the absolute right to carry out all directions of SORTA notwithstanding any provision of this Agreement to the contrary.

The Company shall have the sole exclusive right to adopt 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.

The Company will notify the Union in writing of all changes in policy at least ten (10) days before they are implemented.

Section 14.2-Work Rules. The Company shall issue an Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any now or revised rule, regulation or policy the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least ten (10) days prior to the implementation of said rule, regulation or addendum.

Section 14.3 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 securement straps or devices, as determined by the Company, are provided in the vehicle.

Section 14.4 Discipline Administered with Union Representation.

In the event an Employee violates the rules of the company and the company determines discipline may be necessary, he/she will be called in by his/her supervisor. A Union Representative must be present, unless waived in by the Employee, during the meeting. If the Employee declines Union Representation the meeting will commence and the Employee will be advised of the violation and the discipline. If the Employee elects Union Representation the meeting will not commence until the Union Representative is in attendance.

A copy of any disciplinary action shall be provided to the Employee and the Union Representative and will state the reason(s) for the action taken. This will be presented at the time discipline is administered. A copy shall be faxed or mailed to the Union within 3 working days following any and all disciplinary actions taken.

## Section 14.5 Investigation of Rule Violations.

In the event of a violation of rules or regulations on the part of an Employee that results in discipline other than possible discharge the Company will conduct and conclude an investigation and administer discipline within seven (7) calendar days from the date the Company becomes aware of the incident.

It is understood and agreed that should the investigation require more time, the Union, when notified in writing, will grant an extension of no more than five (5) calendar days

In the event of a violation of rules or regulations on the part of an Employee that results in possible discharge the Company will conduct and conclude an investigation and administer discipline in an expedited manner that allowed sufficient time for the Company to complete its investigation.

## **ARTICLE 15 SHIFT BIDDING**

### Section 15.1 Shift Bidding

The Company shall develop the runs to be picked. **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 Bids.

The Company shall have at least three (3) but not more than four (4) picks per year. The Company shall post the pick for the shifts, which shall include designated shift hours and regular days off. The Company will post the

pick seven (7) calendar days prior to the first day of picking. The Company will send to the Union a copy of this pick seven (7) calendar days prior to the first day of the pick. All drivers will pick until all runs have been filled. Drivers will pick all work in order of seniority, starting with the most senior driver picking first. If a driver fails to designate his/her choice on their scheduled pick day and time either in person or by another person authorized in writing, either the Company or Union, may act on their behalf to assign the employee a run that matches their previous pick as close as possible, at their scheduled time to pick.

Section 15.3 Open Positions. In the event an employee with their classification position becomes available (open), or in the event an additional position becomes available, the Company shall, within three weekdays, post the open position, for a period of three weekdays. Any employee with their classification may pick into the open position by seniority. In the event a bid is not picked and remains open it may be assigned by the Company from the bottom of seniority.

Section 15.4 Changes on Day of Service. The Company may, without violating this Agreement, change the starting time of any shift on any day by up to 30 minutes earlier or later. The Company may also end a shift prior to the scheduled end time or require an employee within their classification to work up to 60 minutes past their scheduled end time per day. The Company is required to notify any employee within their classification whose shift time is adjusted due to work load or deletions to their scheduled work. In addition, in the event of a change to the start time of a shift, the employ-



ee within their classification will be notified at least 12 hours in advance, or by 9:00 P.M. the day prior to the shift, whichever is later.

## **ARTICLE 16 GENERAL CONDITIONS**

Section 16.1 Payday. All pay checks will be distributed every other Friday after the close of the previous pay period. Paychecks will be distributed at noon on payday.

Section 16.2 Company Meetings. Safety meetings are held at least twice monthly. Attendance at one meeting per month is mandatory. The Company may also require Informational meetings from time to time. Operators will be compensated at their regular hourly wage (including overtime if applicable) for attending any safety or Company meeting.

Employee must attend safety meetings each month. An attendance point will be assessed to any employee who does not attend a monthly safety meeting. Employees are allowed to miss one meeting in a 12 month period without receiving an attendance point. If an Employee misses another safety meeting within 12 months they may be excused and will not receive an attendance point provided they have an excuse that is accepted by the General Manager.

Section 16.3 Citations. No employee shall be required to violate traffic or parking laws. Employees are required to pay for the cost of citations received, unless due to a defect in the vehicle.

Section 16.4 Physicals and Drug Screens. In the event the Company requires an employee to take a physical examination or drug screen, the Company, must pay the

cost of the procedure. No employee shall suffer a loss of earnings from the Company as a result of time spent in such physical examinations or drug screens.

Section 16.6 Extra Contract Agreements. The Company will not enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

## ARTICLE 17 WAGES

Section 17.1 Wage Rates. Employees covered by this agreement shall receive the following wage rates during the term of this Agreement. **Any employee at the top pay rate shall receive an increase of 1.5% to their base hourly rate effective March 1, 2014, 1.5% effective March 1, 2015, 1% effective March 1, 2016, and 1% effective March 1, 2017. Operators, dispatchers, and reservations will achieve top rate in their respective classification at 7 years of employment. Those employees hired before ratification who remain in the prior pay progression shall receive increases on their anniversary dates only as set forth in the charts below. Those employees hired before ratification who, upon achieving top rate, shall thereafter receive annual increases effective March 1 of the contract term. The new hire percentage pay progression shall be based on the then current top rate of that classification at the time the increase is due.**

Driver Wage Scale:			
Hired Before Ratification		Hired after Ratification	
	Tier One		Tier Two
Seniority	Drivers	Seniority	New Hires
	FT / PT		FT / PT
Start	\$13.28		
1 Year	\$14.19	1 Year	60%
2 Years	\$14.98	2 Years	65%
3 Years	\$15.30	3 Years	70%
4 Years	\$15.53	4 Years	75%
5 Years	\$15.86	5 Years	80%
6 Years	\$16.23	6 Years	90%
Current top rate	\$18.73	7 Years	100%
Top Pay Rate	\$ 18.73		
1-Mar-14	\$19.01	1.5%	
1-Mar-15	\$19.30	1.5%	
1-Mar-16	\$19.49	1.0%	
1-Mar-17	\$19.68	1.0%	

Maintenance Wage Scale:				
Effective Date	A	B	C	Utility
	Mechanic	Mechanic	Mechanic	
Top Pay Rate Effective:				
Current top rate	\$22.93	\$20.00	\$15.01	\$12.51
1-Mar-14	\$23.27	\$20.30	\$15.24	\$12.70
1-Mar-15	\$23.62	\$20.60	\$15.47	\$12.89
1-Mar-16	\$23.86	\$20.81	\$15.62	\$13.02
1-Mar-17	\$24.10	\$21.02	\$15.78	\$13.15

As an incentive to earn ASE certifications, Mechanics A, B and C shall receive a premium of \$.25 per hour for each current ASE Certification Obtained, provided the certificate is current. The total premium for ASE certificates shall not exceed \$1.50 or six (6) certificates.

Administrative Wage Scale:				
Dispatch				
Hired before Ratification	Tier One		Hired after Ratification	
	12/31/2013			Tier Two
Top Pay Rate	Dispatchers		Seniority	Dispatchers
	FT / PT			FT / PT
Effective:				
			1 Year	60%
Current top rate	\$16.32		2 Years	65%
1-Mar-14	\$16.56	1.5%	3 Years	70%
1-Mar-15	\$16.81	1.5%	4 Years	75%
1-Mar-16	\$16.98	1.0%	5 Years	80%
1-Mar-17	\$17.15	1.0%	6 Years	90%
			7 Years	100%

Administrative Wage Scale:				
Reservationists				
Top Pay	Reservationists			
Rate	FT / PT			
Effective:				
Start	\$12.05			
1 Year	\$12.05			
2 Years	\$12.34			
3 Years	\$12.62			
4 Years	\$12.91			
5 Years	\$13.20			
6 Years	\$13.48			
7 Years	100.00%	Current top rate		\$13.77
		1-Mar-14		\$13.98
		1-Mar-15		\$14.19
		1-Mar-16		\$14.33
		1-Mar-17		\$14.47

Section 17.2 Training Rate.

Prior to the employee driving a route unsupervised, the Company may pay an employee at the minimum wage while in training.

Section 17.3 Effective Dates. Increases in rates of pay shall be on the first day of the next pay period following the effective date of the rate increase.

Section 17.4 Trainers. Employees who, when requested by the Company, serve as a "revenue trainer" shall receive \$0.40 per hour in addition to their revenue service rate during such time when the employee is training a new driver. The selection of a "revenue trainer" shall rest solely with the Company, who shall have the sole right to determine the qualifications of "revenue trainers" and to assign work to these employees and to require the revenue trainers to complete all evaluations and paperwork and other duties assigned by the Company.

## **ARTICLE 18 PAID HOLIDAYS**

Section 18.1 Holidays. All employees covered by this Agreement will receive the following paid holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Section 18.2 Pay. All employees covered by this Agreement scheduled to work on a paid holiday shall be paid eight hours pay at straight time. All employees covered by this Agreement not scheduled to work on a paid holiday shall be paid eight hours at straight time. Holiday pay shall not be counted as time worked for purposes of computing overtime.

Section 18.3 Eligibility. In order to be eligible for holiday pay, an employee must be in active pay status or must report for work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday and also for

work on the holiday, if so scheduled unless due to a proven illness or other cause agreed by the Company. Unless the employee so reports, he/she shall receive no pay for such holiday.

Section 18.4 Work on Holiday. A holiday sign up list shall be posted for employees to indicate their desire to work; selection for work shall first be made on basis of seniority. In the event an insufficient number of employees sign up, then work on the holiday shall be assigned in reverse seniority order of those who are scheduled to work on the holiday. Employees who work on the day a holiday is observed shall receive time and one-half their regular rate of pay that day, plus holiday pay at straight time.

Section 18.5 Work Schedule. The Company may elect to amend the work schedule during a week in which a holiday falls or during a week in which service is amended because of an unpaid holiday when service levels and demand are reduced.

Section 18.6 Holiday During Vacation Period. An employee will receive holiday pay for a holiday falling during the employee's approved vacation period.

Section 18.7 Personal Day. An employee who has three (3) or more years of seniority shall receive one personal paid day off annually. An employee with six (6) or more years of seniority shall receive two personal days off annually. The paid day off will be earned on their seniority anniversary date and may be taken with advance approval of the Company on any day prior to their next seniority anniversary date. A personal day may not be carried over from one year to the next and will be paid at 8 hours for the personal day at straight time. Personal days will not count as time worked for computing overtime. Unused Personal days will not be "cash out".

## ARTICLE 19 VACATIONS

Section 19.1 Eligibility. All full time employees shall receive, after one year of continuous full time employment, a paid vacation as further detailed in the Article.

Section 19.2 Vacation Pay. Full time employees will accrue paid vacation in the following amounts:

Vacation shall accrue at the above rates on a monthly basis. The employee must work 75% of his/her regular

Seniority	Vacation Hours Accrued Per Month
Start	3.33
3 Years	6.66
6 Years	10.00
10 Years+	13.33

assigned work during a month to receive vacation credit for that month, unless the absence was for a proven illness or other cause agreed by the Company. 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. Vacation pay shall be accrued at the end of each month or portion of month under this agreement. .

Section 19.3 Employees Less than One Year. No vacation shall be paid until one full year of continuous full time employment is completed. Prorated vacation pay will not be made to employees with less than one year of continuous full time employment.

Section 19.4 Vacation Schedule. The Company shall prepare and post by December 5 of each year a vacation sign up schedule showing employees who will be eligible for vacation during the following calendar year.

Employees will sign up for vacation prior to January 1 of the year in which vacation is to be taken. The Company shall develop a procedure allowing eligible employees to select their vacations, according to their seniority.

Section 19.5 Vacation Pay. Vacation may be taken in any increments. Vacation pay may not be used unless the time off is scheduled in advance and approved by the Company.

Section 19.6 Carry Over. Employees may carry over vacation from one year to the next up to a maximum of 120 hours.

Section 19.7 Pay in Lieu of vacation.

Subject to the availability of work, employees are eligible to receive pay for vacation in lieu of actually taking such vacation time according to the following schedule:

Vacation Eligibility	In Lieu
2 weeks	1 week
3 weeks	1 week
4 weeks	2 weeks

An employee desiring to take pay in lieu of vacation time must declare his or her intent 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.



**ARTICLE 20**  
**HEALTH/DENTAL/LIFE INSURANCE**

Section 20.1 Provision. The Company shall, subject to all of the provisions of this Article, arrange for coverage for all full time employees under a Group Health/Dental/Life plan.

Section 20.2 Eligibility. **Employees who work thirty (30) hours in a work week shall be eligible for the plan on the first day of the month following sixty days of employment with the company.** Employees can start or change coverage only when they first become eligible or when the Company has an annual “open enrollment” period.

Section 20.3 Contribution. **The Company and the employee will share the cost of the medical and dental insurance plan. Employees shall have the right to elect coverage through the AETNA HDHP or the AETNA Buy Up Plan. The Company’s share of the premium for either plan selected by the employee shall be 90% of the premium for employee only coverage and 80% of the premium for the dependent coverage. Consistent with the Affordable Care Act, in no event shall the Company’s premium contribution share for employee only coverage be less than 90% of the total premium.**

Aetna HDHP	2014 Monthly Cost	Monthly Co. Contribution	Emp. Per Month
Employee Only	442.10	\$397.89	\$44.21
Employee/Spouse	928.41	\$742.73	\$185.68
Employee/Children	884.26	\$707.36	\$176.84
Employee/Family	1,348.41	\$1,078.73	\$269.68

Aetna Buy Up PPO	2014 Monthly Cost	Monthly Co. Contribution	Emp. Per Month
Employee Only	587.45	\$528.71	\$58.75
Employee/Spouse	1,233.65	\$986.92	\$246.73
Employee/Children	1,174.90	\$939.92	\$234.98
Employee/Family	1,791.72	\$1,433.38	\$358.34

## Health Insurance "OPT-OUT" Plan

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) per month for single coverage and three hundred and fifty dollars (\$350) per month for family coverage.

Section 20.4 Life Insurance. The Company will purchase or self-insure a term life policy for each full time non-probationary employee for the sum of \$25,000. Life insurance will exclude payments in the event of suicide or death as a result of war or terrorism.

Section 20.5 Short Term Disability. The Company will offer short-term disability to all employees. Participation in this benefit shall be optional, and all costs associated shall be paid by the employee opting for this coverage. Standard Voluntary Short Term Disability Coverage Summary and

Rates:

Weekly Std Benefit Amount 50% of the first \$1,000 of your insured pre-disability earnings (reduced by income from other sources).

Maximum Weekly Benefit \$500.00 before reduction  
Deductible Income.

Minimum Weekly Benefit \$15.00

Waiting Period 7 days

Maximum Benefit Period 173 days

Monthly Cost Based on Age	Percentage of Monthly Earnings
Under 25	59%
25-29	62%
35-39	51%
40-44	57%
45-49	58%
50-54	67%
55-59	92%
60-64	1.19%
65	1.28%

\*\*\*To determine your monthly cost, take your average monthly earnings, up to 1,000 dollars and multiply by the percentage based on your age\*\*\*\*

Your Monthly earnings (up to \$1,000): \_\_\_\_\_

x

The percentage listed above based on your age: \_\_\_\_\_

=

The cost to you per month for STD coverage \_\_\_\_\_

Divide this monthly cost by 2 to get your per paycheck cost: \_\_\_\_\_

Example: If you, and your monthly earnings are \$1000, your monthly cost for the Voluntary STD plan will be 5.70 (\$1,000 X .57% =\$5.70)

### Section 20.6 Long Term Disability.

The Company will offer long-term disability to all employees. Participation in this benefit shall be optional, and all costs associated shall be paid by the employee opting for this coverage. Standard Voluntary Long Term Disability Coverage Summary and Rates:

Voluntary Long Term (LTD) Coverage Summary and Rates:

Monthly LTD Benefit Amount: 60% percent of the first \$5,000 of your insured pre-disability earnings (reduced by income from other sources).

Maximum Monthly Benefit: \$3,000 before reduction by Deductible Income

Minimum Monthly Benefit: \$100

34 LTD Benefit Waiting Period: 180 days

LTD Maximum Benefit Period: To age 65  
Monthly cost to you (based on your age):

Under Age 25: .450% of monthly earnings  
25-29: .450% of monthly earnings  
30-34 .544% of monthly earnings  
35-39 .689% of monthly earnings

40-44	.974% of monthly earnings
45-49	1.498% of monthly earnings
50-54	2.202 % of monthly earnings
55-59	3.030% of monthly earnings
60-64	3.288% of monthly earnings

\*\*\*To determine your monthly cost, take your average monthly earnings and multiply by the percentage above based on your age.\*\*\*

Your average monthly earnings (up to \$1,000): \_\_\_\_\_

X  
The percentage listed above based on your age: \_\_\_\_\_

=  
The cost to you per month for STD coverage: \_\_\_\_\_

Divide this monthly cost by 2 to get your per paycheck cost: \_\_\_\_\_

Example: If you are 43, and your monthly earnings are \$1000, your monthly cost for the Voluntary STD plan will be \$.80. (\$1,000 X .080% = \$.80).

## **ARTICLE 21**

### **BEREAVEMENT LEAVE**

Section 21.1 Bereavement Leave. Upon verification of death of certain family members, the employee will receive three (3) days paid bereavement leave at eight (8) hours per day. This paid leave is not used for purposes of computing overtime. Bereavement leave will be granted for the death of an employee's parent, sibling, spouse, child, step-child, grandparent, grandchild, father-in law, mother-in-law, daughter-in-law, son-in-law, aunt, uncle or step-parents.

## **ARTICLE 22**

### **UNION SECURITY**

Section 22.1 Union Shop. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, immediately upon the completion of the probationary period, become and remain members in good standing in the Union.

Section 22.2 Notification. The Company will notify the Union of all new employees hired at least seven (7) calendar days after the employee starts to work and shall notify the Union immediately when any employee completes the probationary period as established herein. No less than monthly, the Company shall furnish the

Secretary-Treasurer of the Union with a list of all bargaining unit employees, along with their seniority date of hire, mailing address and telephone number as is currently in the employee's employment record. The Company will notify the Union promptly of all employees leaving its employ. The Union agrees to furnish the Company with an up-to-date list of all its officers and stewards, and to immediately notify the Company of any and all changes thereto. The Company agrees to furnish the Union an up-to-date list of its local representatives and to immediately notify the Union of any and all changes thereto.

Section 22.3 New Hires. When new or additional employees are needed, the Company shall choose applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated because of Membership or non-membership in any Union.

Section 22.4 Enforcement. In the event any employee, due to his own negligence, fails to apply for or maintain his membership in the Union, the Union may give the Company notice of this fact and within five (5) days after receipt of such notice, such employee shall be terminated by the Company.

Section 22.5 Representatives. It is mutually agreed that all matters covered by this Agreement shall be transacted between the properly accredited officers, agents, or representatives of the Company and the duly elected or appointed officers of the Union.

## ARTICLE 23 DUES CHECKOFF

Section 23.1 Checkoff. Upon receipt by the Company of a checkoff authorization in the form set forth in Section 23.4 of this Article, dated and executed by an employee, the Company shall deduct, from the wages owed such employee for the first payroll period ending in each calendar month following receipt of such checkoff authorization (until such checkoff authorization is revoked by the employee). In accordance with the terms thereof the Union's membership dues and COPE contributions for the month in which such deduction is made. The Company shall deduct from an employee's wages only that amount of money which the Secretary/Treasurer of the Union has certified to the Company, in writing, is the amount of dues properly established by the Union in accordance with applicable law and the Union's constitution and bylaws, and required of all employees as a condition of acquiring or retaining membership in the Union.

Section 23.2 Procedure. The Company shall each month, provide the Union a written statement containing the names of the employees from whose pay, and in what amount, such deductions have been made and shall simultaneously therewith remit the total amount of such monthly deductions to the Union within seven (7) days of the payday when the monies were deducted.

Section 23.3 Dues in Excess of Net Wages. If, for any payroll period in which the Company is obligated to make deductions pursuant to Section 23.1 of this Article, the wages owed an employee (after deductions mandated by any governmental or to reimburse the Company for advances against wages) are less than the amount of money which the employee has authorized the Company to deduct pursuant to said Section 23.1 of this Article, the



Company shall make no deductions from wages owed the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee for that payroll period for any future payroll period.

Section 23.4 Checkoff Authorization Form. The Company shall not deduct any monies from an employee's wages pursuant to Section 23.1 of this Article, unless the checkoff authorization executed by the employee conforms exactly to the form set forth below.

### CHECKOFF-AUTHORIZATION

(a) Authority to Deduct. I hereby authorize MV Transportation, Inc. to deduct from wages owed to me for the first full payroll period ending in each calendar month, and to forward to Amalgamated Transit Union, Local 627 the monthly membership dues uniformly required of all employees as a condition of acquiring or retaining membership in said Local 627;

(b) Revocability of Authorization, This Checkoff Authorization shall be irrevocable for a period of one year following my execution thereof, or until the expiration of any applicable collective bargaining agreement, whichever occurs sooner. Thereafter, it shall be automatically renewed for successive one (1) year periods unless written notice of revocation of this Checkoff Authorization, executed by me, is delivered to MV Transportation, Inc.: (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating MV Transportation, Inc. to honor this Checkoff Authorization, or (2) during any period when

there is no collective bargaining agreement in effect obligating MV Transportation, Inc. to honor this Checkoff Authorization. This Checkoff Authorization was voluntarily executed by me on

\_\_\_\_\_, 20\_\_\_\_  
Signature of Employee

Section 23.5 Indemnification of the Company. The Union shall defend, indemnify, and save the Company harmless against any and all claims, demands, grievances or other liability that arise out of or by reason of actions taken by the Company pursuant to this Article 23.

## ARTICLE 24

### UNIFORMS. TOOLS AND SAFETY EQUIPMENT

Section 24.1 Uniform Provided. The Company shall issue a uniform to each Employee. Drivers will be responsible for cleaning their items, the Company will clean the maintenance uniforms. Items to be replaced by the Company when worn out. The Employee shall sign a receipt for all uniforms. At the end of employment, the Employee must return all items or the Company may deduct from their wages the cost of the items not returned. The Company will provide to each driver 5 shirts, five slacks and two jackets. The Company will provide to each mechanic 7 shirts, 7 slacks and 2 jackets. The Company will provide uniforms and a rain poncho to each utility employee. **The Company shall provide \$75 safety shoe allowance for utility/non-mechanic classification.**

Section 24.2 Mechanics Safety Equipment. The Company will provide a voucher to all A, B and C mechanics a maximum of \$100 per year for the purchase

of safety shoes. The Company will also reimburse all A, B and C mechanics a maximum of \$100 per year for the purchase of prescription safety glasses provided the mechanic is required to wear prescription glasses prescribed by a licensed optometrist. The company will provide those mechanics without the need of prescription safety glasses with standard safety glasses at no cost.

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 \$300 provided the mechanic shows proof of purchase.

Section 24.4 Rubber Gloves and Ponchos: The Company will provide rubber (latex) gloves for all employees at the beginning of each shift. Rain Ponchos will be provided for drivers, mechanics, and utility employees to provide protection from the elements.

## **ARTICLE 25**

### **401(K) Plan**

Section 25.1 401(k) Plan. The employees may, after completion of six months employment, enroll in the ATU sponsored 401(k) plan and make contributions pursuant to the rules and limitations of the plan. The Company shall match the employee's contributions, up to 100% of the amount contributed by the employee, subject to the following maximum amounts per hour worked:

<u>Seniority</u>		<u>3/1/2012</u>
Less than 3 Years		\$0.00
3 Years		\$0.37
5 Years		\$0.44
7 Years		\$0.55
10 Years+		\$0.75

## **ARTICLE 26**

### **Jury Duty**

Section 26.1 Jury Duty. Any employee receiving notification to report for jury panel, jury test or jury duty shall immediately notify the Company. Any employee so used, who submits proof of for reporting for same, the Company shall pay to the employee the difference between the amount of regular wages and the amount received for such service for up to 30 days of jury service, provided the certification that jury time was served is given to the Company for the employee. Jury duty pay shall not be used for the purpose of computing overtime. Under no circumstances will an employee be required to work beyond his/her normal pay hours for any given day while assigned to jury panel, jury test or jury duty.

Section 26.2 Reporting. On any day an employee is required to report for jury duty or jury test, he or she will work his regular assignment and be relieved in sufficient time to report as required by law, or shall report after completion of jury service for the day to complete the remainder of his/her shift for that day.

## **ARTICLE 27**

### **Sick Leave**

Section 27.1 Sick Leave Accrual. Full time employees who are actively employed will earn 1.85 hours per pay period who have no unexcused absences. Employees can accumulate a maximum of 384 hours of sick leave, after which time they will not accumulate more sick leave until the balance falls below 384 hours.

Section 27.2 Sick Leave Cash Out. Employees may cash out any unused sick leave accrued at 50% of the value of the sick leave by providing the Company with a

written request at least 10 days prior to the start of the pay period when the cashed out sick leave will be paid. **Employees hired after the ratification date of this Agreement shall not be permitted to cash out any unused sick leave accrued. This provision is intended to affect only those employees hired after the ratification date of this Agreement.**

## 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 apply:

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.

## ARTICLE 29

### Buy-Out

29.1 Buy-Out: The Company has the option to offer a "Buy Out" for top of the scale drivers. The amount of the buyout would be \$8,500 to \$10,000.

## ARTICLE 30

### Paid Time Off ("PTO")

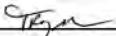
30.1 P.T.O: Employees hired after the ratification date of this Agreement will be required to convert current accrual of all personal days and a portion of earned sick days, not to exceed a total of 48 hours in the aggregate, into Paid Time Off days ("PTO"). All other benefit accruals at Article 18.7 and Article 27 shall remain unchanged.

This provision is intended to affect only those employees hired after the ratification date of this Agreement.


### Side Agreement

Upon ratification, all attendance points of employees will be removed from their attendance records. Employees will not receive attendance points for using "sick days" (PTO days) provided they follow the rules and policies of the Company's Attendance Policy.

ATU Local Union 627

By:   
Name: Troy Alford  
Title: President/Business Agent  
Date: 1-27-2015

MV Transportation, Inc.

By:   
Name: RICHARD PINES  
Title: Director Labor Relations  
Date: 1/27/15

