

**AGREEMENT**

**Between**

**MV Transportation / Ogden Division**

**And**

**Teamsters Local #222**

**July 1, 2015 - June 30, 2020**



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## **AGREEMENT**

This Agreement is entered into effective this first day of July, 2015, by and between MV TRANSPORTATION, INC. (hereinafter referred to as the "Company") and Teamsters Local No. 222 (hereinafter referred to as the "Union"). Its purpose is the promotion of harmonious relations between the Company and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

### **ARTICLE 1 – TERM OF AGREEMENT**

Section 1.1–Effective Date. This Agreement will be effective from July 1, 2015 through June 30, 2020 and will continue thereafter unless either party gives sixty (60) days' notice of opening.

Section 1.2–Renewal. This Agreement will automatically continue from year to year thereafter unless either party receives written notice from the other party by certified mail, return receipt requested, at least sixty (60) days prior to any expiration date of its desire to terminate or modify this Agreement.

### **ARTICLE 2 – RECOGNITION**

Section 2.1–Bargaining Representative. The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

Section 2.2–Covered Employees.

Included: All drivers working under any Contract between the Company and Utah Transit Authority at the Company's 2458 N Hwy 89 Ogden, Utah, 84404 facility.

Excluded: All mechanics, utility, office clerical employees, professional employees, road supervisors, dispatchers, guards and supervisors as defined in the Act.

### **ARTICLE 3 - PARTICIPATION**

Section 3.1—Membership. An employee assigned to a covered classification who is employed by the Company on the date of contract ratification, as a condition of employment, will become and remain a member in good standing of the Union, Teamsters Local No. 222, not later than the 31<sup>st</sup> day following the employee's completion of training or the contract ratification date, whichever is later. Employees may choose, however, to pay their dues as nonmember "fee objectors" or "religious objectors" as provided below.

Section 3.2—"Objector." The Company and the Union agree to comply with the applicable provisions of the State's Right to Work Laws regarding union membership.

Section 3.3—Check off. The Company will deduct from the wages of each employee covered by this Agreement, upon written authorization of the employee, an amount equal to the regular monthly dues, assessments and initiation fee of the Union. Such deduction will be made from each paycheck beginning with the first paycheck following the 31<sup>st</sup> day of employment and transmitted bi-monthly to the Secretary-Treasurer of the Union.

The authorization for the deductions set forth herein will be on forms supplied by the Union. The Union will solicit the signature of employees on the deduction forms. Such forms will comply at all times with applicable provisions of state and federal law.

The Company will notify the Union promptly in writing of all new hires and terminations of bargaining unit employees.

#### Section 3.4-DRIVE

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employees paycheck. The Company shall remit all DRIVE money to the proper location not later than the Twentieth (20<sup>th</sup>) day of the month following the date on which the money was deducted from the employee's paycheck.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

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

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.

(b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work under terms not in conflict with this Agreement.

(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.

(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 the client.

(e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.

(f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency.

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

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. The Company will notify the Union in writing of all changes in policy at least twenty (20) days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. Any change to rules and regulations shall be posted in order to uniformly advise all bargaining unit members. Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation.

Section 4.2-Technology Rights. The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving our facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology.

Section 4.3-Client Contract. The Company and the Union acknowledge that Company has entered into a contract(s) to provide transportation services. The contract between Company and Utah Transit Authority contains specific

performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to Utah Transit Authority. The Company will have the sole right to change any policies, rules and regulations governing employees with out renegotiation 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 Utah Transit Authority. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

#### Section 4.4–Driver Removal at the Request of UTA.

If the Company is required to remove a driver from service at the request of the Utah Transit Authority (UTA), per provision(s) contained in the agreement between the UTA and the Company, the Company agrees to discuss the matter with the UTA to attempt to adjust the problem. If the UTA maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the UTA maintain its position concerning the status of the driver, such removal from service would not be subject to the grievance procedure contained in this Agreement. It is understood by the parties to this Agreement that the UTA will make the final determination with regard to the restoration of any driver who has been removed from service in accordance with this Article and/or the client agreement.

## **ARTICLE 5 – REPRESENTATIVES’ RIGHTS**

5.1–Recognition of Shop Stewards. From among the employees employed in the bargaining unit, the Union may designate and the Company will recognize not more than two (2) Shop Stewards to serve as the Union’s agent in the



representation of employees in the bargaining unit. The Company will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name.

5.2—Compensation of Shop Steward While Engaged in Union Activity. The Company will grant the Shop Steward unpaid time off when requested for the sole purpose of conducting Union business as it pertains to this specific Agreement, including reasonable time off to attend training and conferences, provided said time off does not impact Company's obligation to provide service to Utah Transit Authority. Requests for unpaid time off must be submitted to and approved by the Company. The approval for this time off request will be granted, providing it does not intercede with the efficient operation of this contract. Time off requests will not be unreasonably withheld.

5.3—Leaves of Absence. The Company agrees that the officers and members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service to Utah Transit Authority. The Union agreed not to request that more than two such leaves of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office, or will be appointed or elected to any office in said Union, which requires his absence from the Company's employ, will upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division. During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits or other compensation to which the employee would have been entitled to under this Agreement had the employee not taken such leave of absence.

5.4–Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings and process and settle grievances.

5.5–New Member Orientation. The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, and provide a brief history and explain the benefits of Union membership, their responsibilities as Union officials or stewards and provide a brief history and overview of Teamsters Local 222 to newly hired employees for a maximum of 10 minutes. The new member orientation will occur during the initial training period for new employees.

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

## **ARTICLE 6 – BULLETIN BOARDS**

6.1–Union Business. The Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Union-supplied bulletin board is for the Union’s exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All postings on the Union bulletin board must be on official Union letterhead and signed / initialed by a Union official.

6.2-Indemnification. The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

## **ARTICLE 7- SUCCESSOR CLAUSE**

This Agreement shall be binding upon the successors or any other party awarded this work by UTA, and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected by the consolidation, merger, or change of ownership or management of either party to this Agreement.

## **ARTICLE 8 - AFFIRMATIVE ACTION**

Section 8.1-Equal Opportunity. The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual preference, disability or Vietnam Era veteran status, or any other status protected by law.

Section 8.2-Gender. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

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

Section 9.1- It is recognized and understood that the Company and its employees are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and

arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute between the workers of the Union and the Company during the term of this Agreement.

Section 9.2-No Strikes. The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and, in the event of a non-sanctioned strike, all employees shall be required to cross picket lines and report to work. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of this Article in any way, may be disciplined by the Company up to and including discharge. The Company will use all available legal means in the event of a wildcat strike or a labor disruption violating this agreement. Employees shall not be required to cross a sanctioned picket line, unless failure to do so would disrupt the contracted service to the UTA.

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

## **ARTICLE 10 – DISCIPLINE**

### Section 10.1-Disciplinary Procedures.

- (a) All disciplinary procedures will be performed by a General Manager, Operations Manager, Regional Vice President, or their designee. The Company agrees to be fully compliant with employee's representational rights under the Weingarten decision. The charged employee shall be given the opportunity to attend all hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so requested by the employee.

- (b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.
- (c) A copy of bargaining member's disciplinary actions shall be given to the employee. The shop steward and the local Union shall also be given copies of discipline within ten (10) business days of the issuance of said discipline.
- (d) Nothing in this Article shall prevent the Union from appealing the decision of the respective General Manager to the Regional Vice President prior to a possible grievance being filed.
- (e) Initial discipline shall occur within fourteen (14) days of the Company's knowledge of an alleged infraction/incident. The Company will notify the Union if an investigation will last longer than fourteen (14) days to complete. This time line may be extended by mutual agreement between the Union and the Company.
- (f) Disciplinary action taken by the company according to the terms of this section is subject to the grievance procedure contained herein.

Section 10.2-Progressive Discipline. Any violation of posted and/or written Company Rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action. With the exception of a violation of a Serious Infraction, as listed in Section 10.4, a terminatable violation under the Attendance Policy as listed in Section 10.5, or an act defined as a violation of the Safety and Incident Policies as listed in Section 10.6, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:

First Violation: Policy review / documented verbal counseling.

Second Violation: First Written Warning Notice.

Third Violation: Final Written Warning Notice or Suspension.

Fourth Violation: Termination

The definition "first", "second", "third" and "fourth" violation above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second and third violation of each individual rule exclusive of violation of any other rules. If an employee does not have a non-Safety Policy related disciplinary violation for a period of twelve consecutive months, then the employee will have his record cleared. This policy is based on a floating twelve (12) month time period. Therefore, any four violations within this period will be grounds for just cause termination.

#### Section 10.3-Work Rules

The Company will issue all employees a current MV Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy as contained in the handbook the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least twenty (20) days prior to the implementation of said rule, regulation or addendum. When terms of the Handbook conflict with the terms and conditions of this Labor Agreement, the Labor Agreement shall prevail. Other Company Rules may also be posted or distributed and are subject to the provisions of this Section. All Rules must also be sent to the Union before taking effect.

Section 10.4-Serious Infractions. The following violations of Company Policies and Rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee, although the Company may impose, at its sole discretion, a lesser penalty and not be precedent setting. Alleged infractions under this section may be subject to the grievance and arbitration process.

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property, or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.
- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Conviction of a misdemeanor law while on duty that would disqualify a new applicant for employment, or the conviction of any felony whether on or off duty either before or during employment.
- (f) Use of language or any another activity designed to create a hostile work environment, or to offend or harass any other employee, customer or passenger based on that employee's, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual preference, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- (g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate

the vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence for up to (60) days in order to correct said loss of a valid driver's license or other certificate required to operate the vehicles. In the event the employee does not notify the Company as soon as practical or works without required license or certification, the employee shall be subject to immediate termination.

- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger, fellow employee or any member of the public.
- (i) Failure to properly secure using required tie down procedure, boarding belt and lap and shoulder restraints, any passenger in a wheelchair or other mobility assistance device.
- (j) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup.
- (k) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Substance Abuse Policy.
- (l) Dishonesty of any type, including knowingly falsifying of any documents, including but not limited to employment applications, time records, manifests or any other document.
- (m) Failure to report a hazardous situation, accident or injury immediately or at first opportunity to the dispatcher or supervisor.



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

#### Section 10.5-Attendance

All MV Transportation employees are required to report to work on time every day they are scheduled to work. Absenteeism and tardiness disrupt the services our clients depend upon, and put our business at risk. The Attendance Policy as outlined in the MV Employee Handbook will be utilized and followed for any and all attendance violations/disciplines.

#### Section 10.6-Safety Policy

Because our clients rely upon MV Transportation for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of MV Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. It is the Company's intention to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees. The Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

Section 10.7-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.

## **ARTICLE 11 – POSTING OF RULES AND REGULATIONS**

Section 11.1–Implementation. The Company will post on a bulletin board, or distribute through employee mail boxes all adopted rules, regulations or policy changes not contained in the Handbook fourteen (14) days prior to their effective date, except when special circumstances preclude such notice.

Section 11.2–Notification. The Company will also transmit to the Union all new postings of rules, regulations or work-related policy changes not contained in the Handbook at least fourteen (14) days prior to their effective date. If the Union fails to file a grievance within fourteen (14) days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

Definition. A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In such case, the following procedures must be followed by effected employees or the Union:

Section 12.1–Filing a Grievance. All written grievances must state the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the employee or the Union to the General Manager or his designee within Seven (7) days after the point of knowledge of the occurrence out of which the grievance

arose. Failure to present the grievance within seven (7) days will be deemed a waiver / withdrawal of the grievance and the matter shall be deemed closed.

#### STEP 1

Such grievance will be presented in writing to the General Manager or his designee within the time frame listed in Section 12.1. Within ten (10) days of receipt of the grievance, a meeting will be held between the employee and the General Manager or his designee. A representative of the Union will accompany the employee to the meeting. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within seven (7) days after the date of the meeting.

#### STEP 2

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Company Director of Labor Relations, or his designee, within ten (10) days after it receives the written Step 1 decision. Failure of the Union to request Step 2 within the ten days shall constitute a waiver / withdrawal of the grievance. Upon receipt of the written Step 2 grievance the Director of Labor Relations or his designee and a representative of the Union will schedule a meeting – in person or via conference call, within ten (10) days after receipt of the Step 2 referral. The grievant will be invited to participate in this Step 2 hearing. If the parties are unable to arrive at a satisfactory settlement during the meeting, the Labor Relations Director or his designee will provide a written answer to the Union within ten (10) days of the Step 2 meeting.

#### STEP 3

If the grievance is not settled in Step 2, the Union may within ten (10) days of receipt of the Company's Step 2 decision, request in writing that the grievance be submitted to arbitration under the terms of this Article. Failure of the Union to request arbitration within the ten (10) days of the Company's Step 2 response

shall constitute a waiver / withdrawal of the grievance by the Union and the employee. Failure on the part of the Company to respond to any Step in this Grievance Procedure within prescribed timelines, shall automatically move said grievance to the next Step of the Procedure.

Section 12.2–Expedited Arbitration Procedure. The Company and the Union may mutually 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) Both parties and the arbitrator may agree to consider more cases in any one day.
- (f) 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.
- (g) 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.

- (h) 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.
- (i) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings.
- (j) The fees of the arbitrator will be borne equally by both parties.

Section 12.3–Arbitrator. The arbitrator for the Expedited Arbitration Process will be selected as provided in Section 12.4.

Section 12.4–Arbitration. If the Expedited Arbitration Procedure is not selected by the parties, the Company and Union will select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service or AAA. This selection will be completed as soon as practical. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee of the impartial arbitrator will be borne equally by the both parties. All other expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its agreement with the client. No decision by an arbitrator in this process will be deemed to establish practice or any precedent for future proceedings.

## **ARTICLE 13 – EMPLOYEE CLASSIFICATIONS**

Section 13.1–Regular Full-Time. Full-time employees are defined as employees who, per their bid, are regularly scheduled to work at least thirty-five (35) hours in a workweek.

Section 13.2–Regular Part-Time. Part-time employees are defined as employees who, per bid or otherwise, are regularly scheduled to work less than 35 hours in a workweek.

Section 13.3–Part-Time Casual. Part-time Casual employees are defined as employees who are regularly scheduled to work less than 35 hours per work week and do not have a regular bid assignment, or who work on an irregular basis throughout the year, including weekend only shifts.

Section 13.4–Classification Change. Part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations. If a part-time employee works thirty-five (35) or more hours in a workweek each week for six (6) consecutive pay periods, the employee shall notify the Company, and his classification will be changed to regular full-time within two weeks. If a full time employee's schedule changes to where he is scheduled less than 35 hours in a work week the Company shall make every effort to supplement the driver's hours, if practical. If not practical, the effected driver shall be allowed the opportunity to bump the least senior full-time driver for work opportunity. Nothing in this Article shall be construed as a guarantee of hours.

## **ARTICLE 14 – HOURS OF WORK & PAY**

Section 14.1–Pre-trip Duties. Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. Operators

shall be allowed up to fifteen (15) paid minutes for performing the required pre-trip duties. When performing a relief, the Operator will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees will not be paid any time for clocking in prior to his scheduled time unless instructed to do so by a supervisor.

Section 14.2–Post-trip Duties. Operators shall perform and be paid for all required post-trip duties. An operators paid time ends after their last trip is performed, the vehicle is refueled and returned to the yard and post-trip duties are performed as required.

Section 14.3–Workweek. The workweek shall begin at 12:01 AM on Saturday and shall end at Midnight Friday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

Section 14.4–Overtime. Time and one half shall be paid for all hours actually worked in excess of 40 hours per week.

#### Section 14.5 – Examinations

Physical examinations, including Fitness For Duty examinations, required by the Company shall be promptly complied with by all such employees and/or applicants, provided, however, the Company shall pay for all such examinations and in the case of present employees, the Company shall pay for time spent at the place of examination or examinations, except in the case of driver's or chauffeur's license examinations. Employees must utilize the Company's choice of physician or clinic for all DOT required examinations.

## **ARTICLE 15 – SENIORITY**

Section 15.1–Definition. Seniority means the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee’s first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employee with the earliest time and date of their drug screen will have the higher seniority.

Section 15.2–Layoff. When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the most seniority will be the first one recalled from layoff.

Section 15.3–Use. Seniority will commence with the date of employment. Seniority will be observed with regard to all layoffs, rehiring, bidding for jobs, vacation, scheduling and floating holiday selection. The Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 15.4–Continuous Service. Unless otherwise stated, wherever reference is made to “continuous service” in this Agreement, it will be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client.

Section 15.5–Seniority List. Within 30 days after the signing of this Agreement, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all employees. The Union will be provided a current seniority list and a copy shall be posted for the employees’ review. The Union or any employee will immediately notify the Company of any errors in the seniority list. Failure of an employee to challenge a seniority list within thirty (30) days of



posting shall deem said list to be binding and non-challengeable. The seniority list shall be updated and posted every thirty days during the term of this Agreement.

Section 15.6--Probationary Period. All employees will be on probation until they have completed ninety (90) calendar days of service with the Company. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 15.7--Seniority Broken. Continuity of service will be broken and seniority will terminate by:

- (a) Resignation
- (b) Discharge for just cause.
- (c) Failure to return to work from layoff within thirty (30) days when called.
- (d) Absence without Company approved leave without communicating with the Company (no call, no show) for three (3) consecutive scheduled work days.
- (e) Layoff of twelve (12) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 15.8--Seniority Not Broken. Continuity of service will not be broken and seniority will not terminate by:

- (a) Leave of absence that has been authorized.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.

- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months unless mutually extended by the Company and the Union.
- (e) Leave of absence of any duration to serve as an official of the Union.

## **ARTICLE 16 - BIDDING**

Section 16.1-General Bid. The Company shall conduct General Bids at least 2 times each year based on the scheduling requirements of the UTA. Such bids shall occur as close to six months between each bid as practical, and shall include start and end times as required by the client. The General Bid shall be posted at least seven (7) calendar days prior to bidding, when possible. At no time shall the terms of any bid be construed as a guarantee of hours per day or days per week.

Section 16.2-Bid Procedures. Operators shall bid in seniority order as quickly as reasonably possible (three minutes maximum), so as not to hold up the bidding process. If an operator is unable to bid, a union representative shall make his/her selection. Employees may leave a list of proxies with the Company prior to the bid. Employees absent due to illness or injury of the employee will be permitted to bid if the bus operator has a release from a physician to return to unrestricted duty no later than the date the new bid becomes effective. The Company retains the right to send any employee to a doctor of its choice to determine fitness for duty. Employees who fail to qualify for a bid may bump the least senior employee in their classification for work opportunities, until the next bid, upon returning to service.

Section 16.3-Dispatch. A bid shall not be construed to mean that this is a minimum or maximum time the employee will work. Employees shall be required to call the evening prior to their scheduled work shift to obtain their actual starting

time for the next day's work. The actual start time may vary from the bid time due to the demand of the system. During the work day, the number of trips or the circumstances of system demand, cancellations or add ons may result in the end time of the shift being before or after the scheduled time.

Section 16.4-Split Shifts. Split shifts may be designed based on the needs of the system and shall be utilized only as a last resort. The Company shall attempt to reduce times between split shifts as much as possible. Time between split shifts shall be unpaid.

Section 16.5-Vacancies. Full-time vacancies shall be offered by seniority to the existing employees that hold a full-time bid. A vacancy created by this move shall be offered to the part-time employees by seniority. A vacancy created by this move shall be filled at the company's discretion,

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

Employees will comply with MV Transportation's Substance Abuse Policy and Procedures as contained in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of 14 days prior to implementation.

## **ARTICLE 18 – BREAKS & LUNCHESES**

Section 18.1- Scheduled Breaks. The following will apply to scheduled lunch breaks, for all full time or part time employees, as it applies to the schedules they bid and hours they work:

- Employees who work up to eight (8) but less than ten (10) continuous hours will have no more than one (1) hour of break time deducted.
- Employees who work ten (10) to twelve (12) continuous hours will have no more than one and one half (1 ½) hours of break time deducted.

Employees who work over twelve (12) continuous hours will have no more than two (2) hours of break time deducted.

Lunches begin at the last drop prior to lunch and end at the first pickup after lunch. Employees shall not be paid any additional travel time if the driver takes their meal period away from where that next pick up is. Employees must take lunch as required up to the maximum amount stated herein. On some days, due to system demand, an employee may not receive a lunch break and in this event there will be no time deducted. A lunch break, if granted, is a minimum of twenty (20) minutes.

## **ARTICLE 19 - HOLIDAYS**

Qualified full-time employees shall be eligible for the following paid holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Section 19.1- Qualifications. In order to qualify for holiday pay, employees must have one (1) year continuous full-time service / employment and work as scheduled the day prior, the day of (if scheduled), and following the holiday. Exceptions may be made in the case of verifiable emergencies. Holiday pay shall not count as hours worked for purposes of overtime.

Section 19.2 – Holiday Pay. Employees qualifying shall be paid Holiday pay according to their normal bid shift, not to exceed eight (8) hours.

Section 19.3 – Floating Holiday. Full-time employees with one (1) year of service shall be eligible for one (1) Floating Holiday. Such Holiday shall consist of eight (8) hours pay, shall not be carried over year to year (July1 – June 30), may not be cashed out, and must be approved at least seven (7) days in advance.

## **ARTICLE 20 - 401K**

The Company shall provide a 401 (k) Retirement Savings Plan to full-time employees with six (6) months service.

## **ARTICLE 21 – LIFE INSURANCE**

All full-time employees shall be provided with \$5,000 life insurance paid for by the Company. In order to qualify for this benefit, a Company provided employee beneficiary form must be filled out completely and on file.

## **ARTICLE 22 – SAFETY**

Section 22.1- Safety Bonus. All employees who complete a calendar year without being charged with an unsafe act, injury or accident shall be paid a \$250 pre-tax Safety Bonus if they have worked a minimum of 2080 hours. \$150 if they have worked a minimum of 1040 hours in the prior calendar year.

## **ARTICLE 23 – PAID TIME OFF (PTO)**

Section 23.1- Qualifications. All full-time and part-time non-probationary employees shall accrue hours per pay period for every pay period they work a minimum of seventy (70) hours. Employees may accrue a maximum of 120 hours

of PTO, and upon reaching the maximum, shall not continue to accrue until the employee's total drops below the maximum. Unused PTO shall not be paid out upon termination of employment unless required by local, state or federal law.

Section 23.2--PTO Accrual Schedule:

- Hire – one (1) Year: No Accrual
- One (1) Year Anniversary: 1.54 Hours per Pay Period (~1 week)
- Three (3) Year Anniversary: 3.08 Hours Per Pay Period (~2 weeks)
- Five (5) Year Anniversary: 4.62 Hours Per Pay Period (~3 weeks)

PTO shall not be accrued during leaves of absence.

Note: All “grandfathered” employees will earn PTO at the one (1) year level listed above at the start of service based on the PTO plan guidelines.

Section 23.3-PTO Utilization. Employees with accrued PTO must request time off on a Company provided form. PTO off shall be allowed based on seniority and operational needs and requirements to perform revenue service for the client. Employees shall not be unreasonably denied PTO, and when multiple requests are made for the same time period, accrued PTO shall be granted in seniority order.

## **ARTICLE 24 – GROUP MEDICAL INSURANCE**

Section 24.1-Benefit Eligibility. Qualified employees shall be determined in accordance with the Affordable Health Care Act. Employees shall become qualified to participate in the company's Health and Welfare plans, as defined in this Article, in accordance with the terms of the Affordable Care Act, and after sixty (60) days of employment with the Company.

Section 24.2-Premiums. Effective ~~7/1/12~~ the company shall pay \$400 per month per eligible employee and effective ~~7/1/13~~ shall pay \$450 per month per eligible employee. The company and the union agree that the employer contributions in this article are minimums, and that the company will contribute to the cost of employee only medical coverage as determined by the Affordable Care Act.

Company Medical  
Contributions  
Effective

Current	\$450.00
7/1/2015	\$475.00
7/1/2016	\$475.00
7/1/2017	\$500.00
7/1/2018	\$500.00
7/1/2019	\$525.00

## ARTICLE 25 – WAGES

Wages                      Effective 7/1/15

Training	\$10.00
Start	\$11.52
6 Months	\$11.78
1 Year	\$12.31
2 Years	\$12.58
3 Years	\$13.11
4 Years	\$13.67
5 Years	\$14.51

Employees will progress through the wage scale above:

- When they begin revenue service
- At 6 months of service
- Thereafter, on their anniversary date for “1 Year” through “5 Years”.

Employees with 6 or more years' service shall receive a 2% increase each year of this agreement on their anniversary date.

NOTE: The Company shall have the right to increase one, or all, of the wage rates listed in the wage table at any time during the term of this agreement.

A minimum \$.50 per hour premium shall be paid for all hours worked as a BTW instructor. BTW instructors with three (3) or more years of service shall receive a \$1.00 per hour premium for all hours worked instructing.

Wage rates listed in this Article shall take effect July 1, 2015, or on the ratification date of this Agreement – whichever date is later.

## **ARTICLE 26 - BEREAVEMENT**

After one (1) year of service, employees shall be eligible for 1 (one) day of bereavement leave to attend the funeral of a parent, step-parent, spouse, sibling, child, step-child. Eligible Full-time employees shall receive eight (8) hours pay, eligible part-time employees shall receive four (4) hours pay for such leave. Employees must verify in order to receive Bereavement pay.

## **ARTICLE 27 - COMPLETE AGREEMENT**

Section 27.1-Sole Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 27.2-Waiver of Bargaining During Term. Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make



demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and

that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

## ARTICLE 28 – DURATION

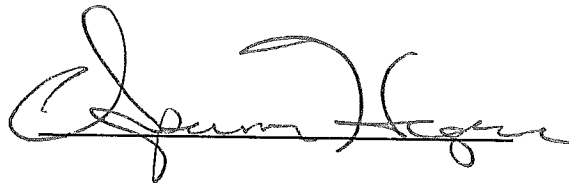
This Agreement shall be effective July 1, 2015, and shall remain in full force and effect up to and including June 30, 2020, and shall continue thereafter from year to year, unless at least sixty (60) days prior to June 30, 2015, either party shall file written notice with the other party of its desire to amend, modify, or terminate this agreement.

For the Company

For the Union



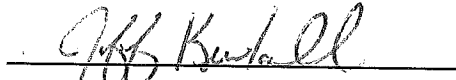
Cliff Reynolds  
Director of HR/Labor Relations  
MV Transportation, Inc.



Spencer Houge  
Secretary Treasurer, Local 222



Cory Haslam  
President, Local 222



Jeff Kendall  
Business Agent, Local 222