



AGREEMENT BETWEEN

MV TRANSPORTATION, INC. & AMALGAMATED TRANSIT UNION LOCAL 1574

AFL-CIO/CLC

REDI-WHEELS PARA-TRANSIT OPERATOR
EMPLOYEE UNIT

August 1, 2012 - January 1, 2015



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MV TRANSPORTATION, INC.

and

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EMPLOYEE UNIT OF
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LOCAL DIVISION NO. 1574
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LABOR AGREEMENT

This Labor Agreement is entered into by and between MV Transportation, Inc., hereinafter referred to as the “Company”, and the Amalgamated Transit Local Union 1574, hereinafter referred to as the “Union”.

ARTICLE 1. RECOGNITION

Section 1.1 Recognition of Union.

The Company recognizes the Union as the 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 employed by

the Company and based in San Mateo County, California and who perform work for the Redi-Wheels para-transit program under contract to the San Mateo County Transit District, but excluding all other categories of employees such as supervisors, managerial, administrative, road supervisors, trainers, security and clerical employees 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, or an employee rehired after termination of seniority shall be in “probationary” status until he/she has completed ninety (90) calendar days of employment. 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: Modify Section 1.4 to create two separate date of classification lists based on first date of work as a Part time Driver or a Full time Driver for the purposes of layoff, promotion and bid work. Time off to be bid by date of hire seniority within classification.

- a. A Full Time Driver is defined as a driver regularly scheduled to work at least thirty-five hours in a workweek.
- b. A Part Time Driver is defined as a driver regularly scheduled to work at least fourteen (14) hours but less than thirty-five (35) hours in a week, however, MV Transportation Inc. agrees to provide two (2) weeks advance written notification to ATU Local 1574 of request by Operators to reduced his/her hours of work.

When a full time vacancy occurs, as determined by the Company, it shall first be offered to a part-time driver 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 August 1, 2011 to January 1, 2015, three years five months. 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.

Section 2.3 Waiver of Bargaining Rights and Amendments to Agreement.

During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not; (a) such matters are specifically referred to in this Agreement, (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section 2.3, the waiver of the right to bargain collectively

includes the waiver of the right to require the other party to negotiate. This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union after exercise of the right and opportunity referred to in the first sentence of this Section 2.3, and finally determines all matters of collective bargaining for its term. Changes in this Agreement whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

ARTICLE 3. SENIORITY

Section 3.1 Seniority Defined.

Seniority shall mean the length of time an employee has been employed as a driver by the Company on the SamTrans Redi-Wheels 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 Redi-Wheels service for the San Mateo County Transit District by the previous contractor, Laidlaw Transit Services, Inc., who were hired by the Company, will maintain the seniority date they had at Laidlaw

Transit Services, Inc. for all purposes relevant under this agreement, 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 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. Change language to create full time and part time classification lists. Work will be bid by class seniority. Effective ratification all operator seniority lists will be separated into current part time or full time. Thereafter all promotions to full time will be made by part time classification seniority. Any waiver of full time promotion by a part time operator must be in writing.

Section 3.2 Lay-off.

- (a) **Determination of Lay-offs.** The Company will determine the timing of lay-offs and the number of employees to be laid off.
- (b) **Lay-off.** 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) weekdays 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 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) Lay-off for a period of twelve (12) 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.

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 six (6) months 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 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 a bulletin board, at its office located within San Mateo County for this contract. Said bulletin board will be located in such a manner that all employees can easily see its contents. 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. 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.

Section 4.4 Union Visitation.

Upon reasonable prior notice and consent by the Company, which consent shall not be unreasonably withheld, a representative of 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 Samtrans to provide Redi-Wheels

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 the service customer awards 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 Samtrans nor the rights and privileges of such customer 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 assign and direct their work; to promote, demote, transfers, layoff, recall to work, and retire employees.
- (c) To set the standards of productivity and 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 Customer.
- (e) To introduce new or improved technology, research, service, and maintenance methods, materials and equipment; 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 issue, amend and revise policies, rules, regulations, and practices including 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; 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.

Section 6.2 Contractual Duties.

Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibilities to the San Mateo County Transit District which include, but are not limited to the assignment, dispatching and management of trips, passengers and services to other contractors who are under contract directly to the San Mateo County Transit District.

ARTICLE 7. NONDISCRIMINATION

Section 7.1 Equal Opportunity.

The Company and the Union each agree that it will not 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 the Company 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 other mutual aid and protection 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 shall be cause for immediate discipline, including discharge. The failure or refusal by a Union officer, agent, representative, or steward to comply with the provisions of Section 8.1 of this Article constitutes leading and instigating a violation of said Section 8. 1, it being specifically agreed that the Union officers, agents, representatives and stewards, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 8.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

ARTICLE 9. DRUG AND ALCOHOL PROGRAM

Section 9.1 Testing.

The Company shall have the right to require an employee to be drug or alcohol tested under the following circumstances:

- (a) When so requested by the Company's customer, the San Mateo County Transit District.
- (b) When the employee takes his/her biannual class B driver's license physical examination or is involved in a work related accident.
- (c) When the Company has reasonable suspicion to believe that the employee is under the influence of alcohol or drugs. Reasonable suspicion includes:
 - 1. The observed appearance or conduct of an employee, which the Company reasonably determines to be suspicious or extraordinary for that employee (e.g., slurred or other abnormal speech, irregular or unsteady gait, flushed or agitated appearance, bloodshot eyes, dilated pupils, nonsensical or irrational behavior, smell of alcohol or marijuana).
- (d) In order to satisfy and comply with all current regulations and obligations of drug and alcohol testing required by any governmental agency or law on employees of the bargaining unit. The Union agrees that the Company

may implement any future law or regulation issued by a governmental agency with respect to employees of the Company and the Company's implementation of said law or regulation shall not require renegotiations of any portion of this Agreement. The Company will implement a program of drug and alcohol testing as required to meet the regulations of the Federal Transit Administration and the United States Department of Transportation as well as all regulations of the State of California. To the extent there is any conflict between the language of this collective bargaining agreement and the regulations of any governmental agency, the governmental agency regulations shall prevail.

Section 9.2 Definitions.

- (a) **Restricted Period.** A “restricted period” means: (i) any time the employee is working or is entitled to compensation from the Company pursuant to a provision of this Agreement; (ii) any time the employee is present on property owned or leased by

the Company, or owned or leased by any customer of the Company or to which the Company has access as a business invitee; OR (iii) any time an employee is operating a vehicle or equipment owned or leased by the Company.

- (b) **Drug.** A “drug” is any controlled substance listed on Attachment “A.”
- (c) **Drug of Abuse.** A “drug of abuse” means: marijuana, cocaine, opium or opium derivative, amphetamine, or phencyclidine or any other drug for which testing of transportation workers is required or permitted under State or Federal law.
- (d) **Positive Test Result.** A “positive test result” means that a test performed: (i) on a blood specimen provided by the employee measured an alcohol concentration in such specimen of .04% or more, (ii) on a blood specimen provided by the employee measured an alcohol concentration in such specimen of less than .04%, if it can be determined from the test(s) performed on that specimen and in accordance with acceptable medical

standards that the alcohol concentration was .04% or more during a restricted period; OR (iii) on a urine specimen provided by the employee detected a drug of abuse.

Section 9.3 Disciplinary Penalties.

- (a) **Possession, Sale, Use or Distribution off Alcohol or a Drug.** The possession, sale, or distribution by an employee of alcohol or a drug of abuse during a restricted period shall constitute cause for discharge of the employee. The actual consumption or ingestion of alcohol or a drug of abuse by an employee during a restricted period shall constitute cause for the discharge of the employee, whether or not the Company elects to test the employees in accordance with this Article. The conviction of an employee for any criminal offense, a legal element of which requires proof of the possession, sale, use or distribution of a drug, shall constitute cause for discharge.

(b) **Positive Test Result for Alcohol or Drugs.**

Except as otherwise provided in this Article, a positive test result shall constitute cause for the discharge of the employee who provided the specimen.

- (c) **Medication.** If an employee is taking a prescription medication in conformity with the lawful direction of the prescribing physician or a nonprescription medication in conformity with the manufacturers specified dosage, neither the possession nor use, nor a positive test result consistent with the ingredients of such medication shall constitute cause for discharge. However, the Company may require evidence that any prescription medication has been lawfully prescribed by a physician for the employee and, thereafter, the Company (in conjunction with the employee's medical doctor and/or the Company's medical doctor, any consulting or treating specialists or therapists), the Union and the employee will assess whether or not the use of prescription or non-prescription medicine will impair the employee's ability to perform the essential functions of the job,

- with or without reasonable accommodation, in a manner which will not directly threaten the health, safety or welfare of the employee, passengers, or the public.
- (d) **Refusal to Provide a Blood or Urine Specimen.** An employee's refusal to provide a urine, blood and/or breath specimen for laboratory testing, when requested by the Company in accordance with the provisions of this Article, will constitute cause for discharge of the employee. An employee's continued inability to provide a urine specimen, after repeated consumption of fluids as provided under Federal DOT regulations, may be considered to be a refusal to provide the specimen.
- (e) **Tampering with or Substitution of a Specimen.** Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for the discharge of the employee who engages in such activity.

Section 9.4 Testing Methodology for Urine Specimens and Laboratory Certification.

Testing methodology and laboratory certification shall be in accordance with Federal law and regulation. The Company shall use a NIDA certified lab or another lab as agreed between the Company and the Union.

Section 9.5 Confidentiality.

The Company shall make a reasonable effort to assure confidentiality throughout the testing process and protect the individual dignity and right to privacy of all employees. Any release of information, except as provided herein, is prohibited without the written permission of the employee tested. The lab shall only notify the Company's designated representative(s) and the Union's designated representative, whether an employee has passed or failed a test.

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 General Manager a grievance setting forth the nature, details, date of the alleged violation, and the 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 General Manager or Company designee, the General Manager or designee shall contact the Union Business Agent or designee to arrange a time and place to attempt to resolve the grievance within ten (10) 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 General Manager, the Union, if it wishes to proceed further with the grievance, may request in writing, within ten (10) 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 10 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 waived upon mutual written agreement of the parties.

Section 10.4 Precedent.

A decision made with respect to any grievance during Step 1 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 Selection of Arbitrator.

An arbitrator shall be selected from a list of seven names obtained from the American Arbitration Association. 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 American Arbitration Association. The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. The Union shall strike the first name.

Section 11.3 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 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 11.4 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 Samtrans, where the Company has knowledge of such extra work at least seven days 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 seven days notice, it may fill the work at its discretion.

Section 12.5 Report Time.

All drivers who do not have regular scheduled shifts shall be assigned a report time no later than 7.00 P.M. on the day prior to work. A copy of all drivers scheduled to work each day, including their report time, assignment, and ending time shall be posted in a conspicuous place at each work location with a copy sent to the union no later than seven (7) days after the work is scheduled.

Section 12.6 Overtime Pay.

The Company shall pay employees who work in excess of eight (8) hours in one day or more than forty (40) hours in one week overtime pay at time and one-half of the regular rate of pay. An exception of this rule shall be for those employees who bid or are assigned a shift comprised of a four day work week containing four (4) ten (10) hour work days. In this event, those employees so scheduled shall be entitled to overtime pay for

hours worked in excess of ten (10) hours in a day or forty (40) hours per week.

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 discretion, upon receipt of written request from the employee stating the reason for the requested leave.

Section 13.3 Disability Leave.

In general, unpaid Leave of Absence because of health, medical condition or disability, including but not limited, to pregnancy, childbirth or related medical conditions, may be granted for periods of up to thirty (30) days, with thirty (30) day extensions, up to a maximum of six months. To

obtain Leave of Absence an employee shall present: (1) a written request for such leave, (2) a written statement from the employee's doctor indicating the need for such leave, the doctor's recommendation as to when the employee should cease work and the doctor's estimate as to when the employee may be able to return to work. The employee's actual return to work, however, will be contingent upon an assessment by the Company (in conjunction with the employee's medical doctor and/or the Company's medical doctor, any consulting or treating specialists, or therapists, the Union and the employee) that after considering the nature and scope of the employees duties, the employee is able to return to work and perform the essential functions of his job, with or without reasonable accommodation and in a manner which will not directly threaten the health, safety or welfare of the employee, passengers or the public. Any employee protesting removal from service because of an order from the Company's physician, may have his/her case reviewed by a physician jointly, selected by the Company and the Union, and that physician's decision will be final. If the parties are unable to agree on a physician, the medical arbitrator shall be chosen in accordance with the method set forth

Article 11 from a list of five physicians furnished by the American Medical Association. The cost of this physician and any tests or diagnostic procedures shall be born equally by the Company and the Union.

Section 13.4 Military Leave.

The Company will comply with the provisions of the Veterans Re-Employment Rights Act.

Section 13.5 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 may be granted leave for such service. If the employee reports for service and is excused therefrom, he shall immediately contact the Contract Manager and stand ready to report for work, if requested. Employees on jury duty will be entitled to receive pay for a maximum of fifteen (15) days in any calendar year at their normal rate of pay, provided the employee returns to the Company any jury duty pay received. Jury duty pay shall not be counted as

hours worked for computation of overtime. Other types of civic leave other than jury duty are unpaid.

Section 13.6 Request for Leave.

Request 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 and shall not be credited toward tenure of employment or toward working time for benefit purposes.

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 its Customers. The Company shall further have the absolute right to carry out all directions of its Customers not withstanding 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 provisions or this Agreement.

The Company will notify the Union in writing of all changes in policy at least five (5) working days before they are implemented.

The Company shall not issue discipline to, suspend or discharge any employee who has completed the required probationary period without just cause.

Section 14.2 Disciplinary Procedures.

- (a) All disciplinary processes will be performed

- by a General Manager, Operations Manager or Regional Manager, or their designee.
- (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.
 - (c) Nothing in this Article 14 shall prevent the Union from appealing the decision of the respective General Manager to the Regional Manager prior to a possible grievance being filed.
 - (d) All hearings, which may result in a penalty, shall be attended by the charged employee. A Union representative may also attend the hearing if so requested by the employee.
 - (e) Such hearings shall be held within a three day period (excluding weekends and holidays) following the delivery of a written notice.

Section 14.3 Progressive Discipline.

Any violation of posted and/or written Company rules, policies and/or procedures shall result in disciplinary action. With the exception of a

violation or a serious infraction, as listed in Section 14.5, attendance policy as listed in Section 14.6, or unsafe act policy as listed in 14.7, 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:

First Written Warning Notice.

Second Violation:

Second Written Warning Notice.

Third Violation:

*Dismissal From Employment
With Company.*

The definition “first”, “second” and “third” 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 disciplinary violation for a period of twelve consecutive months, then the employees will have record cleared.

Section 14.4 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 14.5 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.

- (a) Theft of Company or Customer property or property of another employee or falsification of time records for the employee or a fellow employee.
- (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) Deliberate destruction, defacing, damaging, or loss of Company and/or customer property or property of another employee or passenger.
- (f) Violation of a misdemeanor or felony law while on duty.
- (g) Use of language or any another activity designed to offend or harass any other employee, customer or passenger based on that employee's customer's or passenger's race, color, religion, sex, national origin, age, disability or sexual orientation.
- (h) 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, provided

that in the event of a temporary loss of the required license or certification, the employee shall be first entitled to a thirty (30) day or less unpaid leave of absence to correct said loss of a valid driver's license or other certificate required to operate the vehicles. Failure to have the license or certificate after the thirty-(30) day period shall be cause for discharge.

- (i) Unauthorized touching, physical contact with, or indecent exposure to a passenger or fellow employee.

Section 14.6 Attendance Policy.

- (a) **Excused Absence.** Any employee who has properly filled out and received written approval in advance from a Company manager for time off will be considered an excused absence. Excused absences do not count against the employee's attendance record. Approved jury duty, military leaves, union leaves and family leaves are also considered excused absences.

(b) **Absence.** An absence is defined as any time an employee misses work without prior written approval and the employee notifies the dispatcher at least one hour prior to the starting time of the work shift.

(c) **A Miss-out will be charged if:**

1. An employee fails to report in person to his/her supervisor at the base within one minute of his/her starting assignment.
2. An employee fails to relieve another employee in the field at the designated time and place.
3. An employee fails to report to the appropriate supervisor of record at least one hour prior to the starting time of their unavailability for work.

(d) Disciplinary Action

Miss-out

1. For each miss-out charged, the employee shall lose the day's assignment and pay if not placed on duty by a supervisor. If placed on

duty, the employee shall be paid for hours actually worked only.

2. In addition to the above, a progressive system of penalties will be levied for repeated miss-outs. Employees who incur three (3) miss-outs in a thirty-(30) day period or seven (7) miss-outs in a one-year period are subject to discharge.

Attendance

Employees whose overall attendance is irregular, whose absences frequently are in conjunction with days off, or whose attendance demonstrates continuing patterns of undependability are subject to progressive discipline up to and including discharge.

Section 14.7 Unsafe Act Policy.

- (a) An Unsafe Act is defined as an act by an employee that puts the employee, another person or property at risk of injury or damage. An unsafe act includes near misses,

thus may or may not include actual physical injury or damage. Unsafe acts will drop off the employee's record after 18 months. Within the Discipline Article MVT agrees to restrict and control the use of electronic media as a surveillance tool and the Company's ability to use for disciplinary purposes – avoiding blind searches. [See attached language]

- (b) A Serious Unsafe Act is defined as an act by an employee which places another person at substantial and immediate risk of death or serious injury requiring hospitalization or which places property at substantial and immediate risk of serious damage in an amount exceeding \$30,000.
- (c) Any employee who commits a serious unsafe act may be subject to immediate dismissal of employment.
- (d) Any employee who commits an unsafe act shall receive the following disciplinary action:

First Violation:

Written Warning and retraining.

Second Violation:

Written Warning and retraining.

Third Violation:

Dismissal of employment.

- (e) Any employee who commits a serious unsafe act shall be subject to immediate discharge at the discretion of the Company.

Section 14.8 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 14.9 Use of Surveillance Media
for disciplinary purposes.**

In the event that the Company intends to utilize any electronic media [On board or facility audio or video, GPS or any other electronic media] as employee surveillance equipment in investigating or issuing discipline or proposed discipline against an employee, the material used as formatted will be presented to the Union at the time of the employee disciplinary interview by the Company and upon request a copy will be supplied to the Union. The parties' use of such media shall be limited to the current disciplinary action and any subsequent arbitration related to the employee. It may not be used in any other forum.

The need to search, use and review electronic media shall be triggered by a bona fide business event, complaint or workday occurrence. An anonymous tip or anonymous report will not be a basis for a search of this media.

For disciplinary purposes the Company is limited to a review of one/half hour on each side of the event surrounding the presumed time of the occurrence event that is believed to be the bona fide triggering

event. Where the time is uncertain the Company may review that amount of the media it needs to find the occurrence or event. No media will be used where the event or occurrence does not exist.

It is understood that any conduct that the Company wants to discipline for must be within the window before and after the event and must be a violation of rules, policy or procedures that employees are expected to follow.

ARTICLE 15. SHIFT BIDDING

Section 15.1 Shift Bidding.

- (a) The Company shall develop the number of full time shifts. The Company shall allow each driver, in seniority order, to select full time shifts. Each driver shall, in turn, select a shift until all of the full time shifts are selected. Any driver who does not select a full time shift at this time, whether the driver passes up the opportunity to bid a full time shift or if there are an insufficient number of full time shifts, shall be determined to be a Part Time Driver.

- (b) Those employees who cannot attend the bid may designate their choice of shift by proxy. The proxy, which must be submitted to the division manager no later than 5:00 P.M. on the day prior to the scheduled bid, shall indicate choices in order of preference which shall equal the employee's standing on the seniority bid list. Those employees who fail to bid and who fail to submit a proxy shall be assigned at the discretion of the Company and the Union following the completion of the bid process by all other employees scheduled to bid.

Section 15.2 Vacancies In Full Time Shifts.

- (a) In the event a Full Time Driver elects to vacate their full time position or their position becomes available through the termination of seniority, or in the event an additional Full Time Shift Is created by the Company, the Company shall, within three weekdays, post that Full Time shift for a period of three week days. The most senior part time driver who bid for the open shift shall be awarded

- that full time shift. Other full time drivers shall not be allowed to “bump” into the vacant shift.
- (b) In the event of an absence of leave of absence of less than thirty (30) days of a full time driver, then the Company may assign any part time driver or drivers, in seniority order, to temporarily fill the full time position until said regular full time driver returns to full duty. In the event of a temporary vacancy of thirty (30) days or more, the Company shall allow the part time drivers to bid into the temporary vacancy in seniority order. The part time driver(s) temporarily filling the full time position shall not be eligible for any benefits offered solely to full time regular drivers.

Section 15.3 Periodic Shift Bidding.

The Company shall, at least every four (4) months, rebid the Full Time shifts. The exact date of each rebid and its effective date shall be determined by the Company after consultation with the Union. The Company shall post the bids for the shifts,

which will include designated hours, regular days off, designated lunch breaks, agencies usually served. The Company will post its bids for the shifts and provide a copy of it to the Union at least fourteen (14) days prior to the bid and each Full Time driver shall bid in seniority order until all shifts are bid and assigned. Those employees who cannot attend the bid may designate their choice of shift by proxy. The proxy, which must be submitted to the facility manager no later than 5:00 p.m. on the day prior to the scheduled bid, shall indicate choices in order of preference which shall equal the employee's standing on the seniority bid list. Those employees who fail to bid and who fail to submit a proxy, shall be assigned at the discretion of the Company after consultation with the Union following the completion of the bid process by all other employees scheduled to bid.

Section 15.4 Changes in Shifts.

The Company shall have the sole right to change the times and hours the times and hours (up to one hour per day for no more than a period of two weeks) of any work shift at any time without

rebidding. Except as provided herein, in the event a full time shift changes, but remains a full time shift, there shall be no rebidding of that shift and the driver assigned to that shift must work that shift until the next re-bid of all of the shifts. No driver shall be allowed to “bump” another driver to change shifts. In the event is Company (1) changes the regular days off of a shift, (2) changes the hours of the shift more than one hour per day, or one hour per day (or less) for a period of more than two weeks, or (3) changes an agency usually served on the shift, the Company will give the Union and the employee(s) affected by the change(s) notice of the change(s) at least five week days prior to the changes taking effect and, upon the request of the Union or an affected employee, the Company shall rebid all full time shifts before the shift change is implemented.

Section 15.5 Reduction In Full Time Positions.

In the event of a reduction in the amount of service, any layoffs will be made in reverse seniority order, beginning with the least senior part time driver first.

Section 15.6 Start of Agreement.

At the start of this Agreement, Company shall maintain the current shift bid then in effect from the prior employer until such time as the Company determines it shall conduct a new bid; however, this time shall not exceed four month(s) from the start of this Agreement.

ARTICLE 16. GENERAL CONDITIONS

Section 16.1 Payday.

All paychecks will be distributed every other Friday at noon. MV Transportation Inc. agrees to make available for an employee's review their accruals and usages of vacation and sick time. The form will be a ledger made available for review.

Section 16.2 Safety & Informational Training.

All employees shall participate in a total of eight (8) hours of retraining annually. The Company will hold either a couple of Safety Fairs or a series of daily retraining sessions to ensure each employee gets this training each year. Participation in this

training is mandatory and failure to participate in a total of eight (8) hours of retraining per year will result in suspension from active duty and possible termination. This training will be paid at the employee's regular hourly wage. The Company may require mandatory Informational meetings from time to time. Operators will be compensated at their regular hourly wage for attending these meetings. Employees must attend at least 8 out of a possible 12 monthly safety meeting required by the Company.

Section 16.3 Citations.

No driver shall be required to violate traffic laws. Employees are required to pay for the cost of citations received.

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, but otherwise time spent in physical examinations and drug screens shall not be paid time.

Section 16.5 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, but no employee shall receive a reduced rate because of the adoption of this Agreement:

Wages – effective January 1, 2012 wage rates shall be Increased by 1.5%, effective 1/1/2013 increased by 1.5%, and 1/1/14 increased by 1.5%.

WAGE RATE TABLE

	Current	1/1/2112	1/1/2013	1/1/2014
Trainee	\$13.00	\$13.18	\$13.38	\$13.58
After year [1]	\$14.34	\$14.60	\$14.83	\$15.05
After year [2]	\$15.70	\$16.03	\$16.27	\$16.52
After year [5]	\$17.55	\$17.81	\$18.08	\$18.35

The percentage of full time drivers shall be 73% of the total drivers full time and part time combined.

Prior to the employee driving a route unsupervised, the Company may pay an employee at the minimum wage while in training. The term “starting rate” shall mean the rate of pay an employee earns from their first day driving without supervision after training until they achieve 2 years and 364 days of seniority. The term “3rd Year” shall mean the rate of pay earned from when the employee achieves 3 years seniority until the employee earns 4 years 364 days seniority. The term “5th Year” means the rate of pay for employees who have earned 5 or more years of seniority under this Agreement.

Section 17.2 Effective Dates.

Increases in pay rates as described in Section 17.1 shall become effective immediately. At all other times, 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 17.3 Trainers.

Employees who, when requested by the Company, serve as a “revenue trainer” shall receive \$1.00 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.

Section 17.4 Safety Bonus.

A full time operator must work 75% of their scheduled work hours and have no preventable

accidents during the one year period which starts on the anniversary of their date of hire. The same standards apply to part time operators in order to qualify for the safety bonus. The safety bonus shall be a \$200 for full time and \$100 for part time operators. The safety bonus will apply based upon time worked for the Company at Redi-Wheels.

The Company shall limit its selection of BTW trainers to six total from the drivers' ranks.

Section 17.5 Accident Review Committee.

A joint ARC on charging preventable accidents will be made up of 2 appointees by the Company and 2 appointees by the Union. A tie vote will be broken by a designee of the Corporate Safety Director.

Section 17.6 Meals and Break Period.

The Company and the Union will review and oversee compliance with Wage Order 9 for breaks and lunch. As defined in this CBA, a full time Operator is one who bids a work schedule of at least seven (7) hours per work day and thirty-five

(35) hours per work week. A part time Operator is one who bids a work schedule of at least fourteen (14) hours per week but less than thirty-five (35) hour per work week. As of ratification, there shall be at least 73% full time Operators. Time for the Meal and Rest Periods will be expressly provided for by the Company in all Operators' daily work schedules where required.

Operator Meal Periods

The Company will provide on-duty or off-duty meal periods to Operators who work at least seven (7) hours in a day and part time Operator that work more than six (6) hours in a day. There is no requirement to provide a meal period where the daily work schedule is a split shift schedule and the time off between work periods is at least thirty (30) minutes. The meal period shall be considered an off-duty meal period whenever the Operator is relieved of all duty and allowed to take at least a thirty (30) minute uninterrupted meal period. Off-duty meal periods will not be less than thirty (30) minutes and shall be scheduled approximately midpoint in the daily work schedule, as far as practicable.

An on-duty meal period shall be permissible and counted as hours of work for all purposes under the CBA. On-duty meal period(s) are where the Operator is not relieved and must remain on duty with the equipment or passengers. An on-duty meal period shall be considered to be made available as long as the driver had an opportunity to eat his or her meal at some point during his or her shift. Meal period may be on duty or off duty meal periods and time will be provide in all daily work schedules.

If the Company fails to provide a meal period to an employee as described in this section, the employee must report it on the **Missed Meal – Breaks form** to their supervisor within three (3) business days of the alleged missed meal period. Where the scheduled off-duty meal period could not be taken due to the daily work schedule the Company will adjust the daily work schedule by the next work day.

Operator Rest Periods

All employees are authorized and permitted to take rest periods in accordance with California Industrial Welfare Commission Order Number 9-2001. It is the responsibility of Operators to take rest periods

even if it means they may be late on route or for the next pickup. If an Operator is delayed on route and miss their rest period they are permitted to take their rest period at the end of their route or prior to their next pick up. Rest periods will be indicated on all Operators daily work schedules and counted as hours worked. Each rest period will be not less than ten (10) minutes in length and scheduled according to the Operators daily work schedule. One rest period shall be scheduled for every four (4) hour work period, or major fraction thereof. For purposes of this section anything more than three and one-half (3.5) hours is considered a major fraction of four (4). The rest period must, insofar as practicable, be scheduled in the middle of each work period. Where a daily work schedule does not exceed three and one-half (3.5) hours there is no necessity to schedule a rest period.

If an Operator does not get their rest period(s) they will report the failure **on Missed Meal – Breaks form** to their supervisor within three (3) business days after the alleged missed rest period. If an employee failed to take their own rest period of their volition they will be cautioned about operational fatigue. If the employee failed to get their rest

period because of the work schedule; the schedule will be adjusted before the next work day. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all employees were permitted to take rest periods.

Arbitration of Meal and Rest Period Issues

Any and all disputes regarding the application of meal and rest periods shall be subject to the grievance procedure. If the Company fails to provide for or adjust the work schedule for the appropriate time allowed for either rest or meal periods in the daily work schedules a Grievance may be filed under the CBA within the appropriate time period(s). If the Union is unsatisfied at the remedy put forth by the Company they may file for arbitration of the issues.

At arbitration, the arbitrator may consider awarding a maximum of one (1) hour penalty for each failure by the Company to schedule the appropriate time in the daily work schedules. The Company shall not be subject to more than one (1) meal period penalty and one (1) rest period penalty per day per employee and the Company shall in no way

be subject to any civil or statutory penalties as a result of any violation of the terms and conditions of these sections. Decisions by the Arbitrator shall be final and binding on all parties.

ARTICLE 18. PAID HOLIDAYS

Section 18.1 Holidays.

All full time and part time non-probationary drivers shall receive pay for the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Employees shall also receive one floating holiday.

Section 18.2 Floating Holidays.

Company agreed to drop floating holiday and replace it with a day off on the employees' birthday as a floating holiday. Floating holidays are not paid out upon termination.

Section 18.3 Pay.

Holiday pay shall be calculated at the employee's straight time regular service rate and will be based on the employee's regularly scheduled shift. If the holiday falls on an employee's normally scheduled day off, then the holiday will be computed by using the average number of hours worked per day during the previous pay period, with a maximum of ten hours for full time employees scheduled on a four day ten hour shift and eight hours for all other full time employees. The maximum holiday pay for part time employees shall be four hours.

Holiday pay shall not be counted as hours worked for the purposes of computing overtime.

Section 18.4 Holiday Pay 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. To be eligible for holiday pay the employee must work their entire scheduled work day before and their entire scheduled work day after the holiday.

Section 18.5 Working on Holiday.

For those employees who are scheduled to work on a recognized holiday, they must work as scheduled, except when granted the day off. 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 their regular rate of pay that day, holiday pay at straight time.

Section 18.6 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.

ARTICLE 19. VACATIONS

Section 19.1 Vacation Eligibility.

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

Section 19.2 Vacation Pay.

Drivers will receive paid vacation in the following amounts:

- 5 days after one year of full time employment.
- 10 days after three years of full time employment.
- 12 days after five years of full time employment.
- 13 days after 6 years of full time employment.
- 14 days after 7 years of full time employment.
- 15 days after 8 years of full time employment.
- 16 days after 9+ years of full time employment.

Vacation earned shall be paid at the number of hours of the employees regular work shift at the time the

vacation is taken, not to exceed eight hours per day earned. 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. For example, an employee earning vacation at the rate of 10 days per year will accrue 0.83 days per month worked. Vacation will not accrue in any month for which the employee did not work at least half of their scheduled days.

Section 19.3 Probation.

Unless a full time employee is laid off due to lack of work, 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. If an employee is laid off due to lack of work and has been a continuous full time employee for less than one year, then the employee shall be eligible for a pro-rata share of his/her vacation pay at the time of lay-off.

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 must be taken in full day increments. The vacation may not be taken prior to the anniversary date on which it is earned.

ARTICLE 20. HEALTH/DENTAL/LIFE INSURANCE

Section 20.1 Eligibility.

Full Time drivers shall be eligible for the plan on the first day of the month following completion of the probationary period. Employees can start or change coverage only when they first

become eligible or when the Company has an annual “open enrollment” period. During the Company’s dental open enrollment of August 2004, the Company will add a dental PPO plan for employees to choose from.

Section 20.2 Contribution.

The 2011 amount the employees’ contributes towards the health care plans where premiums are shared with MVT will not increase but remain at that 2011 amount for the duration of the CBA.

Section 20.3 Domestic Partner.

Effective with ratification, an employee may include a domestic partner in the Company’s medical and dental plans in the same manner as a dependant.

Section 20.4 Life Insurance.

Upon the same effective date of coverage as detailed in Section 20.2 above, employees shall be eligible for term life insurance coverage in the amount

of \$20,000.00. To be eligible for this benefit, the employee must have on file with the company a form indicating the beneficiary. The company shall self-insure this coverage. There will be no benefit paid under the following circumstances: Suicide, war, death during the commission of a crime by the employee or death due to abuse of drugs or alcohol or failure to have a beneficiary form on file with the Company.

Section 20.5 Future Increases in Health Care Premium Costs.

For the duration of the Agreement the Company will pay all premium increases in the health care plans. The employees' amount of contribution will remain at the 2011 year amounts as indicated in Section 20.3.

ARTICLE 21. SICK LEAVE

Section 21.1 Eligibility.

Full and Part Time drivers shall begin to accrue sick leave upon completion of the probationary period.

Section 21.2 Sick Leave Payment.

Paid sick leave will commence on the first day lost as a result of injury or illness.

Section 21.3 Accrual.

Sick Leave will accrue at 3.33 hours per month for full time drivers and 1.66 hours for part time employees. Drivers who have seniority in excess of three (3) years shall accrue sick leave at 5 hours per month for full time employees and 2.5 hours per month for part time employees. Paid sick leave may accumulate from year to year. Employees shall not accrue sick leave in any month the employee did not work at least one half of their scheduled shifts. Paid sick leave is not paid to an employee upon termination of their seniority.

Section 21.4 Payment.

Payment for sick leave shall be at the normal, straight time line hourly rate for the employee at their normal shift hours. Sick leave pay shall not be used for the computation of overtime pay.

Section 21.5 Sick Leave Cash Out.

Each year of this agreement, an employee may choose to “cash out” any or all sick leave they have accrued. Employees must notify the Company in writing of their request to cash out sick leave between the dates of March 1 and March 10 of each year. Employees who choose to “cash out” their sick leave shall be entitled to receive 66 2/3% of the amount cashed out.

ARTICLE 22. BEREAVEMENT LEAVE

Section 22.1 Bereavement Leave.

In the case of death of an employee’s immediate family member, defined as the employee’s spouse, domestic partner, mother, father, sister, brother, child, grandparent, mother-in-law or father-in-law the Company shall grant the employee three (3) days off with pay.

ARTICLE 23. UNION SECURITY

Section 23.1 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 23.2 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 23.3 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 23.4 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 23.5 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 24. DUES CHECK-OFF

Section 24.1 Check-Off.

Upon receipt by the Company of a check-off authorization in the form set forth in Section 24.4 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 but not prior to September, 2000 (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 24.2 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 24.3 Dues in Excess of Net Wages.

If, for any payroll period in which the Company is obligated to make deductions pursuant to Section

24.1 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 24.1 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 24.4 Check-off Authorization Form.

The Company shall not deduct any monies from an employee's wages pursuant to Section 24.1 of this Article, unless the checkoff authorization executed by the employee conforms exactly to the form set forth below.

CHECK-OFF AUTHORIZATION

- (a) Authority to Deduct. I hereby authorize MV Transportation, Inc. to deduct from wages owed to me bi-weekly, and to

forward to Amalgamated Transit Union, Local 1574 the bi-weekly membership dues uniformly required of all employees as a condition of acquiring or retaining membership in said Local 1574;

- (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 Check-off Authorization was voluntarily executed by me on

_____, 20____

Signature of Employee

Section 24.5 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 24.

ARTICLE 25. UNIFORM AND SAFETY EQUIPMENT

Section 25.1 Uniform and Safety Equipment Provided.

Upon ratification MV Transportation Inc. will provide new uniform and safety equipment at no

cost to each driver consisting of five (5) shirts, three (3) pairs of pants, baseball cap, and raincoat with hood, flashlight, latex glove and cleanup kit, safety mask. Shirts and pants are to be replaced every three (3) years. Jackets and other safety equipment to be replaced when worn out.

ARTICLE 26. 401(K) PLAN

Section 26.1 401(k) Plan. The Company shall allow all full time employees to enroll in the ATU's 401(k) plan after achieving a minimum of six months seniority as a full time employee. The Company shall match 100% of each employee's contribution. Upon ratification MV Transportation Inc. will match and change the employee's contribution into the 401(k) plan to \$100.00 per month, and increase the contribution amount by \$20.00 each year to a maximum of \$160.00 per month.

**MEMORANDUM OF UNDERSTANDING
BETWEEN MV TRANSPORTATION, INC.
AND ATU LOCAL 1574**

This memorandum of understanding documents certain verbal discussions during negotiations of the contract between MY Transportation, Inc. (Company) and ATU Local 1574 (Union).

1. The Company has a committee, known as the Steering Committee, where employees and Management can meet to discuss problems on a monthly basis. This committee has no power to make policy for the Company or to modify the Agreement between the Company and the Union. It serves as a method for obtaining input and enhancing communication between the Company and the employees. The committee may meet monthly. The committee will consist of the division manager, one dispatcher, one driver trainer and two drivers. The meeting shall be for two hours or less. The drivers shall be selected for the committee by the Union, and shall be paid a maximum of two hours at the

employee's applicable route rate for attending the meeting.

2. The Company's customer, Samtrans, has a policy that passengers are on the vehicles of the Company for no more than a certain amount of time. The Company is responsible for routing the buses. The Company agrees that so long as a driver follows the route given to him or her by the dispatcher in the most direct way and in accordance with all company rules then the driver will not be disciplined if the passenger is on the bus for an excessive amount of time. Drivers may not refuse to perform any route or pickup given to the driver by the dispatcher.
3. The Company may require drivers to attend certain training courses from time to time, such as CPR or First Aid classes which are required by the Company's customer. The Company will pay drivers at the rates contained in Article 17 for time in training.
4. During the initial training class for each newly hired driver, the Company shall allow the Union to meet with the newly hired drivers to explain the collective bargaining

agreement and all other matters relating to the Union.

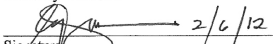
This memorandum of understanding is valid when signed by both parties.

ATU Local 1574

Ronald A. Smith
President-Business Agent



Signature 2/6/12

Ernesto Solero
Secretary-Treasurer


Signature 2/6/12

MV Transportation, Inc.

David Vinson
Vice-President of Labor Relations


Signature



Amalgamated Transit Union, AFL-CIO/CLC
1153 Chess Drive
Foster City, CA 94404