

THIS AGREEMENT is made and entered into by and between M V TRASPORTATION, INC. (hereinafter referred to as the "Company"), and AMALGAMATED TRANSIT UNION, LOCAL 1225, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH

ARTICLE 1 - RECOGNITION

The Company recognizes the Union as the exclusive representative for all full-time and regular part-time drivers, driver instructors, service workers/fuelers and cleaners/ washers employed by the Company at its 3550 Third St. San Francisco, CA and 934 Brewster Ave. Redwood City, CA locations performing the CUB Bus contract service for the San Mateo County Transit District, excluding all other employees, mechanics, office clerical employees, guards and supervisors, as defined in the National Labor Relations Act.

ARTICLE 2 - UNION MEMBERSHIP

Section One. All present employees who are members of the Union on the effective date of this Agreement or on the date of the execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereinafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is the latter.

An employee who fails to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership shall be discharged fourteen (14) days after receipt of notification in writing to the Company by the authorized officer of the Union, provided, however, that if payment of the arrearage is made within such fourteen (14) day period, then such employee shall not be discharged.

The Union will indemnify and save harmless the Company against any and all claims demands or suits that may arise out of the discharge of any employee under this Article.

Section Two. The Company agrees to deduct from the pay of all employees covered by this Agreement regular dues, general assessments and initiation fees and agrees to remit to the Union all such deductions, provided that the Union delivers to the Company a written authorization signed by the employee, irrevocable for one year or until the expiration of this Agreement, whichever shall occur sooner. The Union shall certify to the Company in writing each month a list of its members working for the Company who have furnished to the Company such authorization, together with an itemized statement of regular dues, initiation fees, and general assessments to be deducted each month from the pay of such members. The Company shall

deduct and remit to the Union in one lump sum the amount so certified in respect to each member from the first paycheck of such member following the receipt of such certification of statement and remit the same to the Union within fourteen (14) days following such deduction.

ARTICLE 3 - EMPLOYER AND UNION RESPONSIBILITY

Section One. The Union agrees that during the term of this agreement, including any extension thereof, neither the Union nor any of the employees it represents will take part in, condone, encourage or acquiesce in, either directly or indirectly, any strike, sympathy strike, sit down, slow down, stoppage of work, concerted refusal to work overtime, picketing, or any other interference with or interruption of the operation of the Company. The Company will not require employees covered by this Agreement to cross a lawful primary picket line established by another labor organization where such picket line has been sanctioned by the San Francisco or San Mateo Labor Council. The Company agrees that there shall be no lock out during the term of this Agreement, or extension thereof.

Section Two. In the event of the occurrence of any of the acts referred to in the above paragraph prohibited to the Union and its members, the Union upon the request of the Company shall:

- a. advise the Company in writing that such action by employees has not been called or sanctioned by the Union; and
- b. instructs employees, both orally and in writing, to return to work immediately.

Section Three. Any employee or employees participating in any action prohibited by this Article may be subject to discharge or any other disciplinary action by the Company. Where, in any arbitration, the arbitrator finds that an employee engaged in conduct in violation of this Article, the arbitrator may not order reinstatement or back pay.

ARTICLE 4 - MANAGEMENT RIGHTS

Section One. Except as specifically abridged by an express written term of this Agreement, the management of the business is the sole and exclusive prerogative of the Company, and the Company shall have all of the rights and prerogatives which it would have in the absence of this Agreement, including, but not limited to: hire, direct and schedule the work force; establish, eliminate, change or introduce transit routes, work schedules, new equipment, processes or improved work methods; assign work to employees; transfer work to any of its other facilities; discipline, suspend or discharge for just cause; determine staffing and composition of the work force, determine the extent to which operations shall be expanded or curtailed; promote, demote, transfer or lay off employees because of lack of work or for other business reasons; and make,

alter and amend reasonable work rules not in conflict with the specific provisions of this Agreement. It is further agreed that the Company's exercise of the foregoing management rights is not limited by any past practice or policy, nor by any practice or policy it adopts during the term of this Agreement which relates to the foregoing management rights. The Company shall retain and may exercise all of the foregoing management rights, except to the extent that such rights are specifically abridged by an express provision of this Agreement.

Section Two.: Termination of Transportation Services Contract. If the transportation services contract between the Company and Sam Trans to provide CUB 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 Three: Rights of Customers. Nothing in this Agreement is intended or shall be construed to changes, 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 2 of this Article.

ARTICLE 5 - NONDISCRIMINATION

Neither the Union nor the Company shall unlawfully discriminate against any employees because of race, religion, creed, national origin, sex, age, physical handicap, sexual orientation, or marital status.

ARTICLE 6 - UNION BUSINESS

Section One. All grievance processing and Union business shall be conducted during non-work time, unless otherwise mutually agreed to by the parties.

Section Two. No more than four (4) employees shall be designated Shop Stewards by the Union. The Union shall inform the Company of the names of the employees who are designated as Shop Stewards. Shop Stewards shall have the authority to settle grievances.

Section Three. Representatives of the Union may enter the premises of the Company to observe whether the terms and conditions of this Agreement are being adhered to, provided that such activities shall not interfere with or delay the work of the employees of the Company; and provided further, that said representatives shall give the Company reasonable advance notice of any visit.

Section Four. All business shall be transacted in areas designated by the Company.

ARTICLE 7 - PROBATIONARY EMPLOYEES

Section One. An employee shall be on probation and shall not be considered a regular employee until after he/she has ninety (90) working days in revenue service after the date of completion of his/her initial training period. Employees on probation shall not be entitled to seniority rights. If a probationary employee is continued in the employment of the Company after the completion of the probationary period, his/her length of service for purpose of seniority shall be computed from the hire date.

Section Two. During such probationary period, an employee may be disciplined, including discharge, and such discipline or discharge may not be made the subject of a grievance by the Union or the employee.

Section Three. The Company shall provide the Union by the tenth day of the month, a list of all employees with the following information: name, hire date, status and if applicable date of inactive status, return date, or termination date.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section One: 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. Step 1 of this Grievance procedure may be waived by mutual agreement of the parties; otherwise, the following procedure for the settlement of grievances must be followed.

Section Two: Procedural steps.

Step 1. The Union must present in writing to the Division General Manager, or his/her designee, a grievance setting forth the nature, details, date of the alleged violation, Article and Section of this Agreement claimed to have been violated. The written grievance must be dated and signed by the Union Business Agent or his/her designated representative. The written grievance must be presented within fifteen (15) calendar days of when the employee or Union knew or had reasonable knowledge of the event giving rise to the grievance. After the filing of a grievance with the Division Manager or Company designee, the Division Manager or designee shall contact the Union Business Agent or designee to arrange a time and place to meet and attempt to resolve the grievance within fifteen (15) calendar days. The Division Manager or designee shall answer the grievance in writing within fifteen (15) calendar days of the aforementioned meeting.

Step 2. If the grievance is not resolved at Step 1 within fifteen (15) calendar days of when it was submitted to the Division Manager, the Union, if it wishes to proceed further with the grievance, may request in writing, within fifteen (15) 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 fifteen (15) calendar days of the request the parties shall schedule a meeting. The

Company Regional Manager or designee shall answer the grievance in writing within fifteen (15) calendar days of the aforementioned meeting.

Step 3. If the grievance is not resolved at Step 2 within fifteen (15) calendar days of when it was submitted to the Regional Manager, the Union, if it wishes to proceed further with the grievance, may request in writing, within fifteen (15) calendar days of notice by the Company of its Step 2 decision, or other agreed upon method, a meeting between the head of the Company's Labor Relations department, or his/her designated representative, and the Union President, or his/her designated representative. Within fifteen (15) calendar days of the request the parties shall schedule a meeting. The head of Labor Relations or designee shall answer the grievance in writing within fifteen (15) calendar days of the aforementioned meeting.

Section Three: Time Limitations The time limitations set forth in this Article 8 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 Two of this Article. If the grievance is not timely submitted at Step 1, Step 2, or Step 3 it shall be deemed to have been settled in accordance with the company's answer. If the Company fails to answer within the time limits set forth in Section Two of this Article, the grievance shall be granted. The time limitations may be waived upon mutual written agreement of the parties.

Section Four: Precedent. A decision made with respect to any grievance during Step 1 of the grievance procedures set forth in Section Two 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 9 - ARBITRATION

Section One: Procedure. If a Grievance has not been settled in the steps outlined in Article 8 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. The time limitations may be waived upon mutual written agreement of the parties.

Section Two: Selection of Arbitrator. An arbitrator shall be selected from a list of seven names obtained from the Federal Mediation and Conciliation. 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 Federal Mediation and Conciliation Service. 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 Three: Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator and

his opinion and award shall be confined exclusively to the interpretation and/or application of the interpretation or application of this Agreement. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of the 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/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company.

Section Four: Fees and Expenses of Arbitration. The expense 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.

Section Five: Expedited Arbitration. The Expedited Arbitration procedure as contained in this Section may be used in any case if mutually agreed to by the parties. The following procedures shall apply in all Expedited Arbitrations:

- a. Neither party may be represented by an attorney.
- b. Evidence will be presented by the Company and the Union advocates, and the parties will make every effort to stipulate to the relevant facts.
- c. It is the intent of the parties that the neutral arbitrator shall render a bench decision, and render a written summary of the decision in writing within five (5) calendar days after the conclusion of the hearing.
- d. The arbitrator's award shall be final and binding upon the parties. The award and summary shall not serve as a precedent and may not be cited or relied upon by either party in any other expedited or regular arbitration.
- e. The parties will select one (1) arbitrator to serve as the primary neutral arbitrator in all expedited cases. That person shall set aside one (1) day every other month to hear as many expedited arbitrations as possible. The parties and the arbitrator may also agree on other dates in any month to hear additional cases.
- f. The parties will also select a back-up neutral arbitrator who will hear expedited cases only if the primary arbitrator is unavailable.
- g. For a one-year period following the effective date of this Agreement, the Company and the Union have agreed to the following panel:
Primary Arbitrator: Alexander Cohn
Back-up Arbitrator: Thomas Angelo
- h. Either party may permanently strike the primary neutral arbitrator at any time. If that is done, the back-up arbitrator will become the primary arbitrator, and a new back-up arbitrator will be mutually selected by the parties. If the back-up arbitrator does not wish to become the primary arbitrator, the parties will mutually select a new primary arbitrator.
- i. In the event the parties cannot mutually agree upon the selection of a primary or back-up arbitrator, they shall request a list of five (5) names from the Federal Mediation and Conciliation Service. The parties shall flip a coin to decide who will strike first and will then alternately strike names from the list until one (1) person is left who will become the Arbitrator. If that person is not willing to serve as arbitrator, the parties will request another list(s) and follow the above procedure until an arbitrator is selected.

- j. All costs related to Expedited Arbitration shall be evenly split between the parties.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section One: 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 notwithstanding any provision of this Agreement to the contrary.

The Company shall have the sole exclusive right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any provisions of this Agreement.

The Company will notify the Union and employees in writing of all changes in policy at least fifteen (15) working days before they are implemented, with the exception of policy changes required by the Customer or for changes of Safety in which policy may be implemented sooner.

The Company will notify the Union and affected employee in writing of any proposed or issued discipline. Such notification will be delivered to the Union and affected employee on the same day as the discipline is proposed or issued.

The Company shall have fifteen (15) calendar days from the date of knowledge (or date the Company should have had knowledge) to impose any discipline. Discipline imposed after that date shall be ineffective.

Section Two: Disciplinary Procedures.

- (A) All disciplinary processes will be performed by a Division Manager, Operations Manager or Regional Manager, or their designee.
- (B) The respective Division 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 10 shall prevent the Union from appealing the decision of the respective Division Manager to the Regional Manager prior to a possible grievance being filed.
- (D) All meetings, which may result in a penalty, shall be attended by the charged Employee. A Union representative may also attend the meeting if so requested by the employee.

- (E) Such meeting shall be held within a three day period (excluding weekends and holidays) following the delivery of a written notice.
- (F) When an investigation of any unsafe or serious unsafe act results in an operator being placed in an "out of service" status, the operator will be paid administrative pay until the investigation is complete and a decision is made by the Company concerning disciplinary action.

Section Two A (2A): Use of Video and Other Media for Disciplinary Purposes:

The company may utilize electronic media evidence in the investigation of any incident and may be utilized as a basis for employee disciplinary action. Such shall be 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 will not initiate the review of electronic media solely for the purpose of looking for employee misconduct.

If the date and time of the incident are reported and the incident is found on the media at that date and time, the media may be reviewed one hour on each side of the time specified, If the date and time of the incident is not reported or not reported accurately, the company may review the media in a manner intended to locate the incident. Once the incident is located, the media may be reviewed one hour before and after the time of the incident.

Section Three: Progressive Discipline. Any violation of posted and/or written Company rules, policies and/or procedures may result in disciplinary action. With the exception of a violation or a serious infraction, as listed in Section 5, attendance policy as listed in Section 6, or unsafe act policy as listed in Section 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: Third Written Warning Notice.

Fourth Violation: Dismissal from Employment with Company.

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, third, and fourth 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. Individual violation will be removed after twenty four months.

Section Four: 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 fifteen (15) days prior to the implementation of said rule, regulation or addendum.

Section Five: Serious Infraction. 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 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 other activity designed to offend or harass any other employee, customer or passenger based on that employees, customers 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 forty five (45) 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 forty five (45) day period may be cause for discharge. On a case by case basis the forty-five (45) day period may be extended by mutual agreement of the Company and the Union.
- (I) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee

Section Six: Attendance Policy.

- A) Excused Absence. Any employee who has properly requested in writing 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 employees attendance record.

Approved jury duty, military leaves, union leaves and family leaves are also considered excused absences.

(B) Unexcused Absence. An unexcused absence is defined as any time an employee misses work without prior written approval.

(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 notify 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. Employees with ten (10) occurrences of excused absences within a rolling twelve (12) month period shall be subject to discharge. For purposes of this Section, an occurrence of absence is defined as an unexcused absence of up to three consecutive days. After day three (3), each day of absence is counted as one (1) occurrence unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence. The Company shall provide written notice to the employee when each occurrence is charged to the employee's record.

If an employee goes "occurrence free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior occurrences will not be considered as a basis for disciplinary action.

Section Seven: 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.

(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, a fatality, an act resulting in or requiring hospitalization, a pedestrian or cyclist incident/injury, or an accident/incident that results in \$25,000 or greater total damage.

(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 Offense: Written Warning and retraining.

Second Offense: Written Warning and retraining.

Third Offense: Dismissal of employment.

(E) Individual offenses will be removed after twenty four (24) months.

(F) Any employee who commits a Serious Unsafe Act shall be subject to immediate discharge at the discretion of the Company.

(G) Any use of a cell, earphones, or any handheld device while driving a Company vehicle shall result in a Final written warning upon the first offense and result in termination upon the second offense within a twenty four (24) month period.

Section Eight: 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 - SENIORITY

Section One. For purposes of this Agreement, seniority is defined as an employee's total length of continuous service with the Division computed from the date of hire, if two (2) or more

Employees are hired on the same date, their respective positions on the seniority list shall be determined by their month and day of birth.

Section Two. The Company will update and post the seniority lists at all facilities subject to its control in conjunction with each bid posted. A copy of the list shall be furnished to the Union.

Section Three. An employee's seniority shall be broken and he/she shall be considered terminated under the following circumstances:

- (1) Discharge for cause;
- (2) resignation or other termination of service by voluntary act of the employee;
- (3) layoff of twenty four (24) or more consecutive months;
- (4) retirement;
- (5) failure to report to work as scheduled from a leave of absence or from a vacation;
- (6) Failure to return from layoff as instructed pursuant to the Company's recall notice.

Section Four. The Company shall maintain two seniority lists for drivers, one for full-time drivers and one for part-time drivers. The driver seniority lists established effective September 15, 2009 for full-time and part-time shall be used as the basis for the driver's position on the respective seniority lists. Drivers moving from part-time to full-time will be placed at the bottom of the full-time seniority list; drivers moving from full-time to part-time will be placed at the top of the part-time seniority list. In the event of a reduction of the driver work force part-time drivers shall be laid off first starting at the bottom of the part-time seniority list, if the part-time seniority list is depleted then further layoffs will start at the bottom of the full-time seniority list. Drivers shall be recalled from layoff in the reverse order of layoff (last driver laid off will be the first driver recalled).

Full-time driver positions will first be offered to part-time drivers starting with the first part-time driver on the part-time driver seniority list. Newly hired drivers will be placed at the bottom of the part-time seniority list.

The Company will make every reasonable effort to have as many full-time driver runs as possible.

During the term of this Agreement there shall be a minimum of forty per cent (40%) full-time drivers, rounded up to the whole number of the total number of drivers employed (full-time and part-time drivers combined). Effective October 1, 2015 there shall be a minimum of fifty percent (50%) full-time drivers.

In the event of a reduction of the Service Worker/ Fueller and Cleaners work force, employees shall be laid off in inverse order of seniority, provided that the more senior employee must be qualified to perform the work available. Employees shall be recalled from layoff based on seniority, provided that the most senior employee is qualified to perform the work available.

Section Five. In the event an employee transfers from one department covered by this Agreement to another department covered by this Agreement, he shall retain his most recent date-of-hire seniority for the purpose of determining any Vacation, Holiday or Sick Leave

Benefits for which he would otherwise be eligible. Seniority in the new operation shall commence as of the date of transfer for all other purposes. In the event that the employee returns to his former department within six (6) months from the original date of transfer, then his former seniority in that department will be restored. This return benefit shall apply only once for any employee during the term of this Agreement.

Section Six. Drivers bumped from full-time to part-time will be offered full-time positions first in the reverse order they were bumped to part-time as full-time positions become available. Once all part-time drivers who were bumped down have been offered full-time positions then when a full-time vacancy occurs, as determined by the Company, it shall first be offered to a part-time employee, in order of seniority before non-employee applicants are considered. Employees may elect to remain part-time if they so desire.

Section Seven. The Company will make every reasonable effort to have as many full-time driver runs as possible. During the term of this Agreement there shall be a minimum of forty per cent (40%) full-time drivers, rounded up to the whole number, of the total number of drivers employed (full-time and part-time drivers combined). Effective October 1, 2015 there shall be a minimum of fifty percent (50%) full-time drivers.

Section Eight. The Company shall recognize an employee's continuous date of hire when transferring into SAMTRANS Division 38 from another MV Company location or ATU represented location for wage and benefit purposes only. The employee will go to the bottom of the seniority list for all other terms and conditions of employment.

ARTICLE 12 - WORK ASSIGNMENT PROCEDURES

Section One: Run Selection and sign-up Procedures. The periodic selection and assignment of runs will occur whenever there are changes to the schedules assigned to the Company. It is anticipated that these schedule changes will occur at least three (3) times per year. The parties, however, recognize that the Company does not control the decision as to when these schedule changes will be made. Should a customer elect not to change its schedules or to change its schedules less frequently, the Company shall re-bid all runs at least three (3) times per year. No bid period will last more than four (4) months unless mutually agreed by the parties. Preference of selection for regular runs and extra board assignments shall be made in accordance with seniority. Prior to the periodic posting of work runs for general bidding, the Company will discuss changes and suggestions from a duly designated Union Run Committee composed of not more than three (3) driver employees. Nothing herein shall limit the Company's right to determine work runs. All suggestions and changes made by the committee shall be taken into account. Prior to the Run Cut being submitted to Sam Trans and Posted, the Company shall give the Run Committee a copy of the final version and changes.

Except in cases where a change in schedule must be implemented in a shorter period of time, the Company shall post all regular runs subject to periodic bidding and a current seniority list at least eight (8) days before new run assignments shall be made. Following such posting, each driver shall indicate a selection of run bids in order of preference in the amount equivalent to his/her number on

the seniority roster, it shall be the responsibility of the driver to familiarize himself/herself with the requirements of the posted runs.

The foregoing bidding procedure shall apply separately to both regular full-time and regular part-time work.

Section Two: Regular Run Vacancies. If, for any reason, a permanent vacancy occurs in a regularly assigned run, said run shall be posted for bidding the following day and assigned within three (3) days following the date of posting. All drivers shall be eligible to bid on the vacant run. Such vacancies shall be filled by the most senior driver who submits a bid. The successful bidder shall commence operation of the run on the Sunday following the completion of the bidding process. A successful bidder may not thereupon bid on the opening created in his/her former assignment. If no driver bids on the run, it will be assigned to the employee with the least seniority.

Section Three: Hold Down Vacancies. Regularly assigned runs which become temporarily vacant for five (5) or more consecutive run days shall be assigned as a hold down run to the Extra Board driver with the greatest seniority who successfully bids for such work. Any driver successfully bidding on a hold down vacancy shall be required to maintain that assignment for the duration of that vacancy. Hold down vacancies shall be posted for bidding on Wednesday for a period of three (3) days. Following the completion of the bidding process, successful bidders will be assigned to the work on the following Sunday. If no driver bids on such vacancy, it will be assigned to the driver with the least seniority. In cases of employee illness, the Company will make a judgment based on the available information as to whether the regular run should be posted and assigned as a hold down vacancy.

Section Four: Extra Board. The Company shall maintain extra board locations consistent with its operating needs. Prior to establishing or eliminating an extra board location, the Company shall discuss the matter with the Union. The Company shall determine the number of drivers assigned to each extra board. Extra board drivers shall be required to know all routes.

The extra board shall rotate on a daily basis. All work on the extra board shall be assigned first to full-time and part-time extra board drivers and then to regular drivers working their day off who have indicated a desire to for such work by signing the courtesy board. The work shall be assigned to the first extra board driver marked up and so on rotation on a first in, first out basis.

Available extra board assignments shall be posted daily by 1:30 p.m. for the following day's work. Work which becomes available thereafter shall be assigned two (2) hours prior to the scheduled starting time. Extra board drivers must accept all assignments made from the extra board. Extra board must provide the Company with a telephone number at which they may be reached. If the extra board driver is not reachable at the number provided, the driver will be dropped from the board for a period of twelve (12) hours. At the end of the twelve hours, the driver will return to the extra board and be subject to call. Extra board drivers will have ten (10) hours off between assignments. Full-time extra board operators must work a minimum of five (5) days per week.

Each month a courtesy board shall be provided so that regular drivers may indicate that they are available to perform extra work assignments. Nothing herein shall preclude the Company from employing extra board drivers on a part time basis.

ARTICLE 13 - MISCELLANEOUS

Section One: Uniforms.

(A) Drivers are required to wear complete uniforms and so maintain a neat and clean professional appearance, including clean black shoes, at all times while on duty. Modifications of dress may be made only by the operations manager or dispatcher.

(B) The Company agrees to furnish a uniform to each driver consisting of three shirts, two pants and one cardigan sweater. An Ike jacket or bomber jacket will be provided after completion of the 60 working day probationary period. Following the completion of each year of service thereafter, the employee will be given a voucher redeemable by a Company approved vendor which the employee may exchange for six shirts, pants or skirts, including one cardigan sweater. An Ike jacket or bomber jacket will be provided every other year from the date of original issuance.

(C) Drivers shall be compensated for the repair of uniforms damaged during the course of employment in accordance with established Company policy, so long as such damage is not the result of employee negligence.

(D) The Company shall provide and launder coveralls for all Service Workers and Cleaners. The Company will determine the number of coveralls required and the frequency of laundering. The Company will provide one (1) reflective vest for each Service Worker and Cleaner. The Company will also reimburse employees for one (1) pair of rain/work boots at a maximum cost of One-Hundred Dollars (\$100.00) per pair per year and shall provide rain gear as needed. The "year" shall be measured from the last date reimbursement. The Company shall have no obligation to replace work clothes which are damaged by employee negligence or become lost.

(E) Upon termination of employment, employees must return all uniforms issued during the prior two-year period. Employees will be required to reimburse the Company for the cost of items not returned.

Section Two: Physical Examination.

Employees shall be required to have a physical examination every two (2) years. The Company shall designate the physician who shall perform the examination. The Company shall pay the cost of the physical examination. A substance abuse test shall be included in the physical examination in accordance with Department of Transportation regulations. Employees must pass the physical examination before commencing work and thereafter must pass subsequent physical examinations to maintain their position with the Company.

Section Three: Medical Arbitration.

Any employee protesting removal from service because of an order of the Company's physician, relating to a non-industrial illness or injury, may present the case for review, accompanied by a medical report from a licensed physician of the employee's choosing. The Company, upon receipt of the report, shall either affirm the opinion of the physician chosen by the Company, or may modify its previous determination that the employee should be removed from service. In the event the Company chooses to affirm the opinion of the Company's physician and the opinion of the Company's physician is in conflict with the opinion of the employee's physician, the parties shall jointly select a physician whose practice is in the specialty treating the particular infirmity precluding employment. If the parties are unable to agree upon a doctor, the San Francisco Medical Association shall designate a doctor with the particular specialty required. The physician selected to review the case shall be authorized by the parties to examine any medical records of the employee that the physician deems necessary in order to make a fair review. The Company, the Union and the parties shall provide the physician selected for review with any information deemed necessary by the physician relating to the employee's assigned duties. The Company and the employee shall assume the cost of their respective physicians and shall share the cost of any jointly selected or designated physician.

Section Four: Investigations and Court Appearances.

When employees are required by the Company to attend an investigation, either at or away from their home terminal, they will be paid for any lost wages suffered by them. In cases where the employees are required by the Company to attend an investigation on their days off or during their lunch period, they shall be paid for the time required at their regular hourly rate of pay.

An employee required to make a court appearance on behalf of the Company shall be paid for any lost wages resulting from the court appearance. Where the employee is required to attend court on his/her day off, he/she shall be paid a minimum of four (4) hours, he/she shall be paid eight (8) hours' pay at his/her regular hourly rate of pay. If the employee uses his/her private vehicle to attend a required court appearance, he/she shall be reimbursed for parking and paid mileage in accordance with the Company's established travel reimbursement policy. Employee using public transportation shall be reimbursed for the fare paid.

Section Five: Accident Reports.

Employees who are required by the Company to prepare an accident or incident report shall be paid for all time required to fill out such a report, including any travel time involved. Such time shall be considered work time for purposes of computing compensation.

Section Six: Union Bulletin Board.

The Company shall provide a space for a bulletin board for the posting of Union notices. The Union agrees that it will not permit the posting of materials derogatory of the Company or its personnel.

Section Seven: Union Insignia.

Employees may wear Union lapel size and style pins on their person unless prohibited by a customer. The personal wearing or affixing to buses of any other Union emblems or decals is not permitted.

Section Eight: Reimbursement for Lost Property.

The Company shall reimburse any employee for loss of property described herein resulting from a holdup, robbery, violence, riot or accident which occurs while the employee is on duty. For purposes of this provision, "property" shall be limited to prescription eye glasses, regulation uniforms and a watch (not to exceed fifty dollars (\$50.00) in value), except prescription eye glasses shall not exceed One Hundred Dollars (\$100.00). Reimbursement shall be paid upon submission of a replacement, laundry, or dry cleaning expense receipt.

Section Nine: Promotion to Non-Bargaining Unit Positions.

When a bargaining unit employee is promoted to a non-bargaining unit position and thereafter returns to the bargaining unit, he/she shall be returned to the bargaining unit without loss of seniority, provided that said employee returns to the bargaining unit within the six (6) month period following his/her assumption of the non-bargaining unit position. This right to return to the bargaining unit without loss of seniority shall apply only once for each employee during the term of this agreement.

No employee shall be assigned to a Temporary/Special assignment as a Supervisor unless promoted as stated in this section above.

Section Ten: Work Assignment Adjustment.

In the event that an extra board operator is deprived, through no fault of his/her own, of an assignment to which he/she is entitled and available, he/she shall be paid the difference between the compensation for the assignment lost and the assignment received, provided, that he/she immediately notified the dispatcher in charge in writing of the erroneous assignment.

ARTICLE 14 - HEALTH/DENTAL/LIFE INSURANCE

Section One: Provision. The Company shall, subject to all of the provisions of this Article, make available the plan below and may offer additional available company provided Medical, Dental and Vision benefits for all qualified employees and their dependents.

Section Two: Eligibility. A qualified employee is defined as an employee who is performing work covered by the terms of this Agreement and who is working an average of thirty (30) hours a week as calculated under the terms of the PPACA. Employees shall become eligible to participate in the company's Health and Welfare plans, as defined in this Article, in accordance the terms of the Affordable Care Act, and after sixty (60) days of employment with the Company. Employees can start or change coverage only when they first become eligible or when the Company has the annual

“open enrollment” period, or the employee has a life changing occurrence, (i.e. divorce, marriage, birth/adoption of a child, loss of other medical coverage). All employee contributions must be made via payroll deductions, except in the case of Leave of Absence, when other arrangements may be made. The employee’s coverage shall end as of the last day of the month in which he/she terminates from the company.

Employee and Dependent coverage (if employee elects dependent coverage) shall begin on the first day of the month following sixty (60) Days of service with the Company. All benefits shall terminate on the last day of the month of termination, subject to employee's voluntary election to continue coverage at employee's cost (COBRA election). Last day of employment shall mean the last day on which the employee works any straight time hours for which employee is paid wages for such work.

Section Three: Contribution Effective on the first day of eligibility of the plans for each employee covered under this Agreement, the employee, if coverage is selected, agrees to pay towards the premium for health and dental benefits as listed below plus 40% of any increase (over the 2020 rates) in the premium during the life of this agreement. The employee contribution will be deducted from the first two (2) pay periods of each month.

The Company will offer the following medical plan and eligible employees shall pay the following amount per month towards eligible employees’ medical coverage:

Kaiser CA SFFR/SC/HMB Plan

1. Employee only:	\$95.09 per pay period
2. Employee/Spouse:	\$176.70 per pay period
3. Employee/Children:	\$163.78 per pay period
4. Employee/Family:	\$233.77 per pay period

Healthy San Francisco: The Company shall comply with the Health Care Security Ordinance

Section Four: Domestic Partner. An employee may include a domestic partner in the Company’s medical and dental plans in the same manner as a dependent.

Section Five: Life Insurance. Upon the same effective date of coverage as detailed in Section 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 Six: Dental. The Company will continue to contribute 100% of the cost for dental coverage if the employee elects medical coverage. If an employee does not elect medical coverage, then the employee can elect dental coverage at their cost.

Section Seven: Vision. The Company will offer a vision plan at the employee’s cost.

ARTICLE 15 - VACATIONS

Section One: Eligibility. All full time Employees shall receive, after one (1) year of continuous full time employment, a paid vacation as further detailed in the Article.

Section Two: Vacation Pay. For the purposes of this section, a vacation day shall be defined, accrued and paid in eight (8) hour increments. Employees 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. 11 days after five years of full time employment.

12 days after 6 years of full time employment.

13 days after 7 years of full time employment. 14 days after 8 years of full time employment. 15 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 Three: 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 Four: 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 Five: 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 16 - SICK LEAVE

Section One: Eligibility. Full and Part Time Employees shall begin to accrue sick leave upon completion of the probationary period.

Section Two: Sick Leave Payment. Paid sick leave will commence on the first day lost as a result of injury or illness.

Section Three: Accrual. Sick Leave will accrue at 3.33 hours per month for full time Employees and 1.66 hours for part time employees. Employees 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 Four: 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 Five: 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 amounts cashed out.

Section Six: Chapter 12W Waiver. The terms and conditions contained in this Article have been negotiated and agreed to by the parties, therefore, the terms contained in San Francisco Administrative Code- Section 12W are expressly waived per the provision in Section 12W.9.

ARTICLE 17 - HOLIDAYS

Section One: Holidays. All full time and part time non-probationary Employees shall receive pay for the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, President's Day and Veteran's Day.

Section Two: 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 Three: Eligibility. In order to be eligible for holiday pay, an employee must be in active pay status or must report for work and complete their scheduled work day on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday. Active pay status shall include any approved personal leave or time off (paid or unpaid). Under no circumstance shall an employee receive holiday pay if they do not work because of sick leave before and after a holiday.

Section Four: Work 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 Five: 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 18 – **RATES OF PAY, OVERTIME, RUN GUARANTEE AND SAFETY BONUS**

Section One: Rates of Pay.

For the purpose of wages, the Company will pay the Employees the following hourly rates:

Vehicle Operators:

Drivers shall be covered by the following wage progression:

Seniority	10/1/2017	1/1/2019	TBD*	1/1/2021
Start	\$19.48	\$21.87	\$22.50	\$23.50
1 Year	\$20.50	\$21.87	\$22.50	\$23.50
2 Year	\$21.01	\$21.87	\$22.50	\$23.50
3 Year	\$21.53	\$21.87	\$22.50	\$23.50
4 Years	\$22.04	\$22.48	\$23.48	\$24.48
5 Years	\$25.63	\$26.14	\$27.14	\$28.14
10 Years			\$28.00	\$28.50

*Upon Ratification or 1/1/2020 whichever is later

All Service Workers/Fuelers and Cleaners are paid at the following rates:

	Upon Ratification or 1/1/2020 whichever is later	1/1/2021
Service Workers/Fuelers - \$15.95	\$17.00	\$18.00
Cleaners - \$15.00	\$17.00	\$18.00

BTW Instructor \$1.00 plus Vehicle Operator rate when performing duties
of BTW Instructor

Classroom Instructors \$3.00 plus Vehicle Operator rate when performing duties
of Classroom Instructor

The Company shall have discretion concerning the starting/training wage rate during the term of this Agreement

Section Two: Overtime and Run Guarantee -

All full-time employees, that have completed probation as outlined in Article VII of this agreement, shall be paid daily overtime at the rate of time and one half (1½) times their hourly rate of pay for all worked performed after eight (8) hours in a given day or after ten (10) hours for employees working a four (4) day ten (10) hour run. All employees shall be paid time and one-half (1½) for all hours in excess of forty (40) hours in any one work week.

All full-time bids (runs) under the terms of this Agreement shall be posted, bid and awarded with a minimum of forty (40) hours of scheduled work per week. If, through no fault of their own, an operator is not scheduled to work forty (40) hours or is unable to fulfill the terms of his/her bid in a given week (examples; approved personal time off, jury duty, bereavement leave, union business time off) this shall not disqualify the driver from earning the overtime rate on (extra) work performed on his/her days off. Full time Extra Board operators shall be guaranteed thirty- six (36) hours per week.

Section Three: Safety Bonus. All Vehicle Drivers and Fuelers who have completed twelve (12) months with no preventable accidents between January 1st through the following December 31st shall received up to one thousand (\$1000.00) dollars payable semiannually (\$500 Jan. – Jun/\$500 July – Dec.) for employees who have worked a minimum of 750 hours in the applicable six month period. The Company shall issue the check to the employees within the first pay period in July and January after the bonus has been earned. The Company will not be responsible for lost checks after the employees signs receipt for the check.

ARTICLE 19 - RETIREMENT

401(k) Plan. The Company shall allow all employees to enroll in the ATU 401(k) plan after achieving a minimum of six months seniority as an employee and working a minimum of one-thousand (1,000) hours per year. The Company shall match 100% of each employee's contribution into the 401(k) plan up to a maximum per month of:

Six Months to Two Years \$115.00

Two Years + \$155.00

ARTICLE 20 - 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 or if the memorial service or funeral is outside the State of California the Company shall grant the employee five (5) days off with pay.

ARTICLE 21 - JURY DUTY

Any employee who has one (1) or more years of service with the Company, who is required to serve on a jury and who misses work as a result shall be paid the difference between the employee's straight time earnings and the amount paid the employee for jury duty, provided the employee furnishes proof of such jury duty, and provided the hours of jury duty occur during the employee's scheduled work shift. The benefits contained in this Article shall be for a maximum of fifteen (15) paid days.

ARTICLE 22 - LEAVE OF ABSENCE

Leaves of absence without pay for good and sufficient reason may be granted employees for a period not to exceed forty-five (45) days. This leave period may be extended by mutual agreement of the Company and the Union. The Company may require a certificate from a physician for leaves requested for medical reasons. If the Company designates the physician, it will incur the cost for obtaining such a certificate.

Employees disabled for work as a result of a pregnancy shall be granted an unpaid leave of absence for up to four (4) months during such disability. Upon request the employee shall provide a doctor's certificate setting forth the period of disability.

Any employee elected or appointed to a full time position in the Union shall be given an unpaid leave of absence for the period of their term of office. Upon return from such leave of absence, the employee shall be reinstated at the current wage rate without loss of seniority. An employee elected to as an officer or member of the Executive Board of the Union shall be granted an unpaid leave of absence for Union business as mutually agreed between the Union and the Company. An employee granted an unpaid leave of absence for Union business shall be credited for up to four hundred eighty (480) hours of such leave for purposes of satisfying medical, vacation and sick leave eligibility requirements.

No leaves of absence will be granted for the purpose of seeking employment with another employer, including, but not limited to, participation in the training program of another employer.

ARTICLE 23 - SUBSTANCE ABUSE

Employees using, possessing or under the influence of alcohol or illegal drugs while at work or on the Company's property will be subject to discharge. The Company may require that applicants for employment successfully pass a drug and/or alcohol test, including, but not limited to, urinalysis testing, as a condition of obtaining employment. Employees may be required to undergo substance abuse testing, including, but not limited to, urinalysis testing on a random basis and when, in the opinion of the Company, probable cause exists warranting such testing.

Where such tests reveal the presence of alcohol and/or illegal drugs, the employee shall be subject to discharge. The parties recognize that the Company is required to comply with all governmental regulations requiring substance abuse testing. For purposes of this Agreement, the MV Substance Abuse Policy as contained in the 2016 MV Employee Handbook shall be considered in effect.

ARTICLE 24 - TRAINING DEPARTMENT

Classroom Instructors

1. Classroom Instructors shall be selected from those operators who are best qualified for said assignment.
2. Classroom Instructor shall be required to have the DOT license. The Company shall pay for all DOT training.
3. Classroom Instructors shall receive three dollars (\$3.00) per hour in addition to their

regular hourly rate. In addition, Classroom Instructors shall be afforded the opportunity to work up to two (2) additional hours per day as protection

4. Classroom Instructors will be required to have a minimum of three (3) year's commercial driving experience.

5. Qualified non-bargaining unit personnel may be utilized as Classroom Instructors.

BTW Instructors

- 1 .BTW instructors shall be selected from those operators who are best qualified for said assignment
2. BTW instructors shall be required to complete an eight (8) hour safety and training course at straight time rates.
3. BTW instructors shall receive one dollar (\$1.00) per hour in addition to their normal hourly rate of pay while they are performing line instruction duties.

ARTICLE 25 - SEPARABILITY OF PROVISIONS

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement.

ARTICLE 26 - COMPLETENESS OF AGREEMENT AND WAIVERS

Section One. 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 after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter of this Agreement and any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not or could not have been within the knowledge of or contemplation by either or both parties at the time that they negotiated or signed this Agreement.

Section Two. The parties may, by mutual agreement, modify the terms of this Agreement, provided that any such modification shall not be effective until reduced to writing and executed by both parties. Nothing herein shall compel either party to agree to any change in this Agreement during its term.

Section Three. The waiver of each breach or condition of this Agreement by either party shall not constitute a precedent for any future enforcement or waiver of a similar or other breach or condition.

ARTICLE 27 - DURATION

This Agreement shall remain in full force and effect from ratification (December 30, 2019) until December 31, 2021, and shall renew itself from year to year thereafter unless either party to the Agreement gives written notice to the other party sixty (60) days before the expiration date of this Agreement of a desire to amend or change this Agreement, in which event the Agreement shall terminate on such expiration date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives" effective _____

Article 28 – Meal & Rest Periods

Rest Periods All employees are authorized and permitted to take rest periods in accordance with California I.W.C. Wage Order 9-2001, as amended. It is the responsibility of bus operators to take rest periods even if it means they may be late on route or for the next pickup. All rest periods shall be scheduled and shall appear on employees" daily work schedules.

If an Operator does not get their rest period(s) they will report the failure to their supervisor within two (2) 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.

Meal Periods Meal Periods shall be expressly provided for by the Company in all employee's daily work schedules where the daily work schedule period equals or exceeds six hours in length. The Company will provide off-duty meal periods to drivers that are entitled to meal periods as described in the above paragraph. A meal period shall be considered an off-duty meal period whenever the employee is relieved of all duty and allowed to take at least a thirty (30) minute uninterrupted meal period. Off-duty meal periods shall be taken as close to the middle of the scheduled shift as practicable. The meal period may be waived by mutual written consent of the driver and the Company. The Company shall designate the employee's daily meal period on the bid packets, schedules and manifests distributed to the employees.

There is no requirement to provide a meal period where the daily work schedule is a split shift schedule and the time off between the work periods in the daily schedule is at least 30 minutes.

Any failure to receive a meal period will be reported to the Company. Where the scheduled 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.

The Company will respond within five (5) working days and approve or deny one (1) hour's pay

at the employee's regular rate of pay for each missed meal period. If the Company denies the request, the Company must provide a written reason for the denial.

If the above procedure does not resolve the dispute to the Union's satisfaction, the Union must initiate a grievance within ten (10) days after the date of pay for the pay period in question or upon notification to the employee that the pay request has been denied. The grievance shall begin at Step 3 of the Grievance Procedure as provided for in this agreement. The parties agree that all meal period grievances not resolved at Step 3 shall be heard via the expedited arbitration procedure in this agreement. All outstanding unresolved meal period grievances may be consolidated and have them heard before a single arbitrator, at the time any one meal period grievance is advanced to arbitration.

If the arbitrator finds meal period violations, the affected employee(s) shall be entitled to any applicable equitable remedies as well as one (1) hour's pay at the employee's regular rate of pay for each meal period violation. The Company shall not be subject to civil or statutory penalties as a result of any violations of this article.

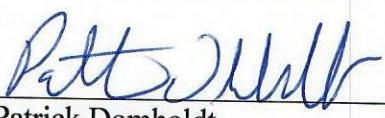
The remedy of one (1) hour's pay for a meal violation shall not offset any other compensation (such as pay for time worked if an employee works through his or her meal period) owed to an employee who misses his or her meal period.

ATU Local Union


Albert Garcia
President ATU 1225

2.26.20

MV Transportation


Patrick Domholdt
Director of Labor Relations

2/20/2020