



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

September 23, 2019

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

### **INVITATION FOR BIDS - ADDENDUM 1 FLORENCE-FIRESTONE/WALNUT PARK AND BALDWIN HILLS SHUTTLE SERVICES (2019 BRC0000071)**

Please note that the deadline for bid submission has been extended to **Thursday, September 26, 2019, by 5:30 p.m.**

All addenda and informational updates will be posted at <http://pw.lacounty.gov/brcd/servicecontracts>. Please check the website frequently for any changes to this solicitation.

Please take note of the following revisions to the Invitation For Bids (IFB). Section A is the Addendum and Section B is the Questions and Answers.

#### **A. Addendum**

Form LW-3.1 (Supplemental) (Living Wage Rate Annual Adjustments) of the IFB is deleted in its entirety and replaced with a revised form entitled Form LW-3.1A (Supplemental) (Living Wage Rate Annual Adjustments), attached hereto as Enclosure A.

#### **B. Questions and Answers to Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services**

The following answers are in response to the request for information and clarification and other questions submitted by Proposers for the Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services (BRC0000071). Questions presented in this Addendum represent the questions asked by the Proposers in the form and context submitted.

1. **Question:** Does the current Contractor have a Collective Bargaining Agreement? If so, may we please see the most current Collective Bargaining Agreement?

**Response:** Yes, the current Contractor does have a Collective Bargaining Agreement. Please see Enclosure B for the Collective Bargaining Agreement and Employee Wages and Benefits for MV Transportation, Inc.

2. **Question:** Would the County consider including a provision that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the County, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City/County or surrounding jurisdictions?

**Response:** No, there will be no price adjustments or renegotiations of rates during the terms of the Contract. Please note on the Request of Statement of Qualifications (RFSQ) for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001), Part I, Section 3.S, Wages, Materials, and other Costs, page 1.30, which clearly states that it is the responsibility of the Proposer to calculate the proposal price and to take into consideration a possible escalation of wages, materials, and other costs during the contract period. In additional, please review Form LW-3.1A Living Wage Rate Annual Adjustment.

3. **Question:** Would the County consider including Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected as an exhibit to the Agreement? Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain.

**Response:** No, the County has reviewed your request; however, there will be no change to this requirement.

4. **Question:** The IFB states that Renewal options are at the County's sole discretion. Would the County consider revising this item to require mutual agreement for any extension of the agreement??

**Response:** No, the County has reviewed your request; however, there will be no change to this requirement.

5. **Question:** The IFB states that in the event of discrepancies between contract documents, the County's specifications shall apply; and in the case of discrepancies in the SOW, at the option of the Contract Manager, the higher requirement shall prevail.

Would the County consider revising this section? If parties negotiate changes to the contract and/or terms and conditions, then a more restrictive term in the RFP or elsewhere should not control over the negotiated term. The terms negotiated by the parties shall prevail over any contradictory terms in the contract components (RFP, etc.).

**Response:** No, the County has reviewed your request; however, there will be no change to this requirement.

6. **Question:** The IFB states the County can add or change routes; total revenue hours may be increased or decreased 25%.

Would the County consider revising this section to require the agreement of both the County and Contractor for all revisions to the Agreement?

**Response:** No, the County has reviewed your request; however, there will be no change to this requirement.

7. **Question:** The IFB states that the Contractor shall reject an applicant convicted of any felony affecting applicant's ability to perform as a vehicle operator.

Would the County consider revising this requirement to clarify that Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws?

Contractor will make individualized assessments of applicants with criminal histories, but believes automatic disqualification of applicants based on "any felony" violates federal law. Specifically, the U.S. Equal Employment Opportunity Commission (the "EEOC") has determined that automatically disqualifying applicants based on criminal history may violate Title VII of the Civil Rights Act of 1964. The EEOC's enforcement guidance is found at: [http://www.eeoc.gov/laws/guidance/arrest\\_conviction.cfm](http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm)

**Response:** Contractor is required to perform a background check on all applicants for vehicle operator and make a reasonable determination as to whether the felony or misdemeanor charge of an applicant would affect the applicant's ability to perform as a vehicle operator or to come in contact with the public. Contractor shall reject any applicant who has been convicted of any felony, or misdemeanor charge, which would affect the applicant's ability to perform as a vehicle operator or to come in contact with the public.

8. **Question:** The IFB states the County may require the addition and/or change of certain terms and conditions of the Agreement.

Would the County consider revising this section to require the agreement of both the County and Contractor for all revisions to the Agreement?

**Response:** No, the County has reviewed your request; however, there will be no change to this requirement.

9. **Question:** The IFB states a change of control of Contractor requires written consent of the County, and any change of control without approval is a default.

Would the County consider removing this requirement?

A change in the stockholders of Contractor should not require consent or result in an event of default. The County has the ability to terminate the Agreement for convenience at any time pursuant to §3.B.

**Response:** No, the County has reviewed your request; however, there will be no change to this requirement.

10. **Question:** The IFB states that if the County adopts a lower budget, the County reserves right to lower County's payment obligation to Contractor.

Would the County consider moving this requirement or revising it to require consent of Contractor for any changes in Contractor's compensation? If the parties are unable to agree, then either party may terminate the Agreement upon 90 days' written notice.

**Response:** No, the County has reviewed your request; however, there will be no change to this requirement.

11. **Question:** The IFB states that neither party shall be liable upon the occurrence of force majeure events, but the failure to perform must be totally beyond the control and without any fault or negligence of such party.

Would the County consider revising this requirement to provide that both parties shall be relieved from performance under the Contract for circumstances beyond their reasonable control?

**Response:** No, the County has reviewed your request; however, there will be no change to this requirement.

12. **Question:** The IFB states if Contractor lowers its prices, or offers lower prices to the State of California or any county, municipality, or district of the state, then Contractor must offer those prices to the County.

Would the County consider removing this requirement?

Contractor provides services to clients across the State of California, and pricing, services, requirements, etc. vary significantly by region and by contract (even within the same region). It is not possible for Contractor to guarantee most favored customer pricing.

**Response:** No, the County has reviewed your request; however, there will be no change to this requirement.

13. **Question:** Will we have to operate two vehicles at the same time for the Florence-Firestone Area? One going opposite directions?

**Response:** Yes. Two Florence-Firestone/Walnut Park Service Vehicles are in operation at the same time. One Service Vehicle travels clockwise and one Service Vehicle travels counter clockwise.

If you have any questions concerning the above information, please contact Mr. Eric Fong at (626) 458-4077 or Ms. Anna Leung at (626) 458-4072, Monday through Thursday, 7 a.m. to 5 p.m.

**Follow us on Twitter:**

We encourage you to follow us on Twitter [@LACoPublicWorks](https://twitter.com/LACoPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.

Very truly yours,

MARK PESTRELLA  
Director of Public Works



for: JOSE M. QUEVEDO  
Assistant Deputy Director  
Business Relations and Contracts Division

EF

P:\aepubl\Service Contracts\CONTRACT\Eric\Florence-Firestone Shuttle\2019\01 IFB\ADDENDA\Addendum 1 - Florence Firestone.doc

Enc.

bc: Transportation Planning and Programs (MacGregor w/o enc., Aguilar, Rachal)

**Enclosure A**  
**FORM LW-3.1A**  
**(SUPPLEMENTAL)**

**Living Wage Rate Annual Adjustments**

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

| <b>Effective Date</b> | <b>Hourly Rate</b> |
|-----------------------|--------------------|
| March 1, 2016         | \$13.25            |
| January 1, 2017       | \$14.25            |
| January 1, 2018       | \$15.00            |
| January 1, 2019       | \$15.79            |
| January 1, 2020       | \$16.31            |
| January 1, 2021       | CPI                |

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

## WAGES AND FRINGE BENEFITS FOR THE OPERATION OF LOS ANGELES COUNTY FIXED-ROUTE TRANSIT SERVICE – FLORENCE-FIRESTONE/WALNUT PARK AND BALDWIN HILLS SHUTTLE SERVICES

### IMPORTANT NOTE AND DISCLAIMER

The wages and benefits paid to certain employees of the MV Transportation, Inc. (MV) County of Los Angeles operation are governed by a collective bargaining agreements (CBAs) with Teamsters Local 848. The applicable CBAs are attached. The bargaining unit includes all full-time and regular part-time drivers, mechanics, dispatchers, utility workers, parts clerks and road supervisors. The current collective bargaining agreement (CBA) expires June 30, 2020 and as a result wages and benefits are expected to increase in the new term.

**ANNUAL SAFETY BONUS:** Operators with good attendance that work (12) twelve consecutive months without committing an unsafe act or chargeable accident receive a \$200 annual safety bonus.

**PAID HOLIDAYS:** Qualifying employees service shall receive (7) seven paid holidays. Employees who work on a recognized holiday receive holiday pay plus straight time for all hours worked.

**PAID SICK LEAVE:** Employees shall receive three (3) sick days (24 hours) of sick leave each year in accordance with the California Paid Sick Leave Act.

**OVERTIME PAY:** Employees shall be paid time and one half for all hours worked in excess of forty (40) hours per week. Road supervisors and dispatchers are eligible for overtime after for all hours actually worked in excess of forty (40) hours per week and/or over 10 hours per day (4/10) or 8 hours per day (5/8).

**PAID TIME OFF (PTO):** Employees hired before 12/3/2017 shall receive their accrued vacation allotment on July 1<sup>st</sup> of each year of this agreement. Employees hired after 12/3/2017 shall receive their accrued vacation allotment on their anniversary date in each year of this agreement:

#### Drivers

|                  |           |
|------------------|-----------|
| After 12 Months  | 40 hours  |
| After 36 Months  | 80 hours  |
| After 180 Months | 120 hours |

\* Starting 5/1/2020 \*\*After 144 Months 120 hours are earned

\* Starting 5/1/2020 \*\*After 240 Months 160 hours are earned

#### Supervisors, Dispatchers, Mechanics and Utility

|                  |           |
|------------------|-----------|
| After 12 Months  | 40 hours  |
| After 36 Months  | 80 hours  |
| After 120 Months | 120 hours |

\* Starting 5/1/2020 \*\*After 240 Months 160 hours are earned

**MEDICAL BENEFITS:** The Company shall provide HDHP group health, group dental and group vision insurance for all qualified employees. Beginning 6/1/2018, the employee/employer cost sharing for medical, dental and vision shall be as follows):

| Plan Tier         | Employer | Employee |
|-------------------|----------|----------|
| Employee Only     | 80%      | 20%      |
| Employee +1       | 60%      | 40%      |
| Employee + Family | 60%      | 40%      |

Beginning 6/1/2020, the employee/employer cost sharing for medical, dental and vision shall be as follows (Mechanics and Utility personnel in parenthesis):

| Plan Tier         | Employer  | Employee  |
|-------------------|-----------|-----------|
| Employee Only     | 90% (90%) | 10% (10%) |
| Employee +1       | 70% (60%) | 30% (40%) |
| Employee + Family | 70% (60%) | 30% (40%) |

**PAID BEREAVEMENT LEAVE:** Employees will be eligible for up to (3) three days of bereavement leave paid (8) eight hours at the employee's straight time hourly rate of pay.

**JURY DUTY:** All full-time employees are paid 8 hours of paid leave for Jury Duty.

**401 (k) PLAN:** The company will offer an optional program for the employees.

**Teamsters Pension Plan:** The company shall contribute at the rates below per hour to the Teamster Pension Fund, for each hour worked by the employees under this agreement.

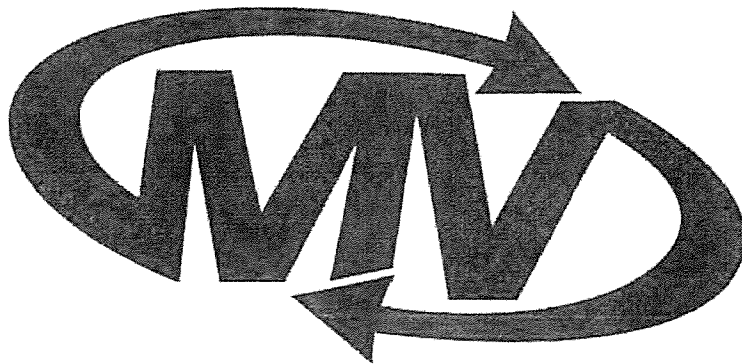
|                    |               |
|--------------------|---------------|
| Upon Ratification: | 0.10 per hour |
| 7/1/18:            | 0.25 per hour |
| 1/1/20:            | 0.50 per hour |

**MV Transportation – Florence-Firestone/Walnut  
Park and Baldwin Hills Shuttle Services  
As of 7/1/19 (Excludes Exempt Employees)**

| Position          | Status (FT/PT)    | Pay Rate | Seniority Date |
|-------------------|-------------------|----------|----------------|
| Operator          | Regular Full-Time | \$ 14.25 | 4/24/2018      |
| Operator          | Regular Full-Time | \$ 14.25 | 8/15/2014      |
| Operator          | Regular Full-Time | \$ 14.25 | 5/22/2019      |
| Operator          | Regular Full-Time | \$ 14.25 | 8/23/2014      |
| A Level Mechanic  | Regular Full-Time | \$ 32.00 | 6/1/1999       |
| Utility Worker    | Regular Full-Time | \$ 13.00 | 11/19/2013     |
| Road Supervisor   | Regular Full-Time | \$ 16.25 | 5/15/2009      |
| Maintenance clerk | Regular Full-Time | \$ 14.00 | 8/22/2018      |
| Dispatcher        | Regular Full-Time | \$ 19.40 | 6/1/2002       |



**MV TRANSPORTATION INC.**



**AND**

**TEAMSTERS LOCAL 848**

**PARAMOUNT**

**DRIVERS, ROAD SUPERVISORS AND DISPATCHERS**

July 1, 2017 through June 30, 2020

## Table ofContents

|   |    |
|---|----|
| ARTICLE 1 -TERM OF AGREEMENT                          | 4  |
| ARTICLE 2 - RECOGNITION                               | 4  |
| ARTICLE 3 - PARTICIPATION                             | 5  |
| ARTICLE 4 - MANAGEMENT RIGHTS                         | 6  |
| ARTICLE 5 - REPRESENTATIVES' RIGHTS                   | 9  |
| ARTICLE 6 - BULLETIN BOARDS                           | 10 |
| ARTICLE 7 - COMPLIANCE WITH LAW                       | 11 |
| ARTICLE 8 - AFFIRMATIVE ACTION                        | 11 |
| ARTICLE 9 - NO STRIKE, NO LOCKOUT                     | 11 |
| ARTICLE 10 - DISCIPLINE                               | 12 |
| ARTICLE 11- GRIEVANCE PROCEDURE                       | 17 |
| ARTICLE 12 - CATEGORIES OF EMPLOYEES                  | 19 |
| ARTICLE 13 - HOURS OF WORK                            | 20 |
| ARTICLE 14- SENIORITY                                 | 21 |
| ARTICLE 15 - DRIVERS BIDDING                          | 24 |
| ARTICLE 16 - ROAD SUPERVISORS AND DISPATCHERS BIDDING | 25 |
| ARTICLE 17 - DRUG AND ALCOHOL PROGRAM                 | 26 |
| ARTICLE 18 - BREAKS AND LUNCHES                       | 27 |
| ARTICLE 19 - COMPLETE AGREEMENT                       | 28 |

|                                      |                              |
|--------------------------------------|------------------------------|
| ARTICLE 20 - AUTHORIZED DEDUCTIONS   | 28                           |
| ARTICLE 21- ITEMIZED STATEMENTS      | 29                           |
| ARTICLE 22 - JURY DUTY               | 29                           |
| ARTICLE 23 - FUNERAL LEAVE           | 30                           |
| ARTICLE 24 - LEAVES OF ABSENCE       | 30                           |
| ARTICLE 25 -TRANSFER RIGHTS          |                              |
| 32                                   |                              |
| ARTICLE 26 - SANITARY CONDITIONS     | ERROR! BOOKMARK NOT DEFINED. |
| ARTICLE 27 - PARKING                 | 32                           |
| ARTICLE 28 - BONUS/INSENTIVE PROGRAM | 32                           |
| ARTICLE 29 - SAVINGS CLAUSE          | 32                           |
| ARTICLE 30 - DURATION                |                              |
| 34                                   |                              |
| APPENDIX A- WAGES                    |                              |
| 35                                   |                              |
| APPENDIX B - BENEFITS                |                              |
| 39                                   |                              |
| 401K - Teamsters Pension Plan        | 39                           |
| Paid Holidays                        | 40                           |
| Sick Leave                           | 40                           |
| Health Insurance                     | 40                           |
| Paid Vacations                       | 43                           |

## ARTICLE 1 - TERM OF AGREEMENT

This Agreement is entered into effective December 3, 2017, by and between MV Transpoliation, INC. (hereinafter refened to as the "Company") and Teamsters Local Union Number 848, (hereinafter refened to as the "Union"). Its purpose is the promotion of hamlonious relations between the company and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 2 - RECOGNITION

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

Section 2.2 - Covered Employees: All fill-time, part-time, and part-time casual drivers, Road Supervisors, and Dispatchers employed by MV Transportation working under any revenue contract within Division 14 at any of the following locations, and in accordance with Article 2, Section 3 of this agreement.

1. City of Lynwood
2. Norwalk
3. Athens /Lennox
4. City of Compton
5. City of Downey
6. Firestone /Florence
7. Willow Brook(Fixed Route)
8. Willowbrook (Para-Transit)
9. Access /Global
10. Lawndale
11. Avocado Heights

All located at: 7209 Rosecrans, Paramount, CA 90723

12 . La Mirada

Located at: 15677 Phoebe Ave, La Mirada , CA 90638

13. Whittier

Located at: 7333 Greenleaf Ave, Whittier, CA 90602

But excluding warehouse employees, mechanics and similar maintenance employees, office clerical employees, managerial employees, guards, and supervisors as defined by the National Labor Relations Act.

Section 2.3 - New Revenue Contracts: Should the Company successfully bid on a new revenue contract not listed in this Article, but which falls under the Paramount Division, the parties agree to bargain over whether the new work will be included in this agreement, and if so, all terms and conditions of employment for the new work. It shall not be assumed that the provisions of this agreement will automatically pertain to the new revenue contract, or that the new revenue contract work will automatically become part of the existing bargaining unit.

### **ARTICLE 3 - PARTICIPATION**

Section 3.1 - Purpose. It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union's costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 3.2 - Membership. An employee assigned to a covered classification who is employed by the Company during the term of this agreement, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st day following the employee's completion of training or the contract ratification date, whichever is later. Within 14 calendar days of ratification of this agreement, the Company shall submit to the Union the names, addresses, and social security numbers, and dates of hire for each employee covered by this agreement. The Company also agrees to submit this same information to the union within 14 calendar days of each new employee's start date. The Company shall also submit the name of all terminated employees to the Union within 7 calendar days of their termination date. If the termination occurs on a weekend or Holiday weekend, the notice period for employee terminations will commence on the first regular work day following that weekend.

Section 3.3 - Checkoff. The Company will give a Union membership application to each operator during initial training, and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by cmTent law.

Section 3.4 - Fees/Dues Deduction. It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction from voluntarily executed by the employee.

Section 3.5 - Dues Not Deducted. Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 3.6 - Maintenance of Membership. In the event an employee, fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply or failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee may be terminated by the Company. The Union agrees that there shall be no demand for termination of any employee who has not first been contacted by the Union within 30 days before a 7 day notice is sent to the employee. A copy of the 7 day notice must be sent to the Company and the employee seven days before any demand for termination may be made. And no employee shall be terminated under the terms of this Article who has not first received a 7 day notice from the union.

Section 3.7 - Indemnification. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off; and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
- (e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- (f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.
- (g) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services .

Section 4.2 - Technology Rights. The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The

- (b) Discharge for just cause.
- (c) Failure to return to work from layoff within thirty (30) business days when called.
- (d) Absence without leave or communicating with the Company for three (3) consecutive scheduled work days.
- (e) Layoff of twelve (12) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 14.8 - Seniority Not Broken. Continuity of service will not be broken and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months (when authorized by the Company) unless extended by the Company and the Union.

Section 14.9 - Road Supervisor/Dispatcher Seniority. Initial Supervisors / Dispatchers bidding seniority shall be in the order it is currently in at the time of ratification. As new supervisor/dispatchers are hired or promoted, those employees shall be placed in the order of their arrival into the Road Supervisor /Dispatcher classification for seniority purposes. If more than one employee starts on the same day, seniority order shall be determined in the following manner. Road Supervisors and Dispatchers shall be considered the same classification for the purposes of this agreement.

1. Earliest Current Union employee seniority date
2. Earliest Company adjusted hire date
3. Lottery system. Draw numbers out of a hat

For benefit purposes, supervisors/dispatchers shall use their Company hire date, or adjusted hire date, whichever is earlier.



The supervisor's/dispatcher's wage rate shall be determined by their years of service within the Division 14 supervisor/dispatcher classification.

## **ARTICLE 15 - DRIVER BIDDING**

Section 15.1 - Procedure: The Company shall conduct General Bids at least 2 6-6 times each year, at a time determined by the Company or as required due to changes in demand for the service. The company agrees to conduct scheduled bids each January and July so long as these scheduled bids do not fall within four (4) months of any previous bid. In such case, the Company may wait till the next January or July bid time to conduct the next General Bid. Separate General Bids will be conducted for employees working on each revenue agreement. The General Bid shall be posted at least seven (7) business days prior to bidding with a copy sent to the Local Union, when possible. For "scheduled" fixed route service, posted runs shall show the start and the end times of the shift. For "flex-scheduled" fixed route, and dial-a-ride service, posted runs shall show the approximate start and the approximate end times of the shift.

General Bids will be conducted separately for employees working on each revenue agreement within any Division listed in Article 2 of this agreement. Any driver may bid on any available open piece of Division 14 work in the following manner:

### General Bid

- First - Operators bid within the revenue agreement for which the employee is permanently assigned based on their revenue contract seniority.
- Second - Remaining open pieces of work may be bid on by any driver within any division listed in Article 2 of this agreement, based on their Division 14 seniority.

### Single Open Piece of Work

- First - When any piece of work becomes open between General Bids, only that piece of work will be posted, and may be bid on by drivers within the revenue agreement for which the opening exists based on their revenue contract seniority.
- Second - Remaining single pieces of work may be bid on by any driver within

any Division listed in Article 2 of this agreement, based on their Division 14 seniority.

**Single Open Piece of Work Bid:** Operators must be qualified to perform work on the piece of work for which they are bidding at the time of the bid. The bid shall be posted for five (5) business days. The successful bidder shall be notified within two (2) business days of the close of bidding. Employees may leave a list of proxies with the Company and the Union prior to the bid.

**Section 15.2. General Bid:** Operators must be qualified to perform work on the piece of work for which they are bidding at the time of the bid. Operators shall bid in seniority order as quickly as reasonably possible (three minutes maximum), so as not to hold up the bidding process. If an operator is unable to bid, a union representative shall make his/her selection. Employees may leave a list of proxies with the Company and the Union prior to the bid.

Full-time and part-time status will be determined by the piece of work for which the operator successfully bids.

**Section 15.3 - Illness or Injury:** Employees absent due to illness or injury of the employee will be permitted to bid if the bus operator has a release from a physician to return to unrestricted duty no later than the date the new bid becomes effective.

**Section 15.4 - Para-Transit Work:** A bid shall not be construed to mean that this is a minimum or maximum time the employee will work. Employees shall be required to call the evening prior to their scheduled work shift to obtain their actual starting time for the next day's work. The actual start time may vary from the bid time due to the demand of the system. During the work day, the number of trips or the circumstances of system demand, cancellations or add-ons may result in the end time of the shift being before or after the scheduled time. (NOTE: This Section applies only to operations that perform para-transit services.)

## **ARTICLE 16 - ROAD SUPERVISOR AND DISPATCHER BIDDING**

**Section 15.1 - Procedure:** The Company shall conduct separate General Bids at least once-each year, at a time determined by the Company.

**Section 15.2. General Bid:** Employees must be qualified to perform work on the piece of work for which they are bidding at the time of the bid as determined by the Company.

Section 15.3 - Qualifications: It is understood that qualifications for positions at each yard may be different (Trapeze, demand response, routing, etc). Therefore, minimum qualifications for open positions at a particular yard shall be determined by management at the time of the bid. It shall be understood that employees shall be required to meet the minimum qualifications for an open position in order to be selected for that position. At the time of the bid any employee currently working in a particular position shall be considered qualified for any open position within their classification at the same yard.

Section 15.4 - Selection: Preference for position/shift selection shall be by the most senior qualified employee in the following order:

1. Within each yard (eg. 14 - Paramount, 154 - La Mirada, 169 - Whittier)
2. Within other Divisions under the Paramount umbrella
3. Outside hire

Section 15.5 - Cross-Training: All Road Supervisors and Dispatchers shall receive cross-training on an as-available basis for all Road Sup and Dispatch positions at the yard in which they work. Training pay shall be at the employee's current regular rate of pay for their classification.

Employees may be given the opportunity to train at a different yard under the Paramount umbrella on a voluntary basis provided it is reasonably feasible for the Company to provide such training from an operational standpoint. Training assignments shall be at the sole discretion of management.

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

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

## **ARTICLE 18 BREAKS & LUNCHES**

Section - 1 - Scheduled Breaks: The following will apply to

scheduled lunch breaks, for all full time or part time employees, as it applies to the schedules they bid and hours they work:

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 employees to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee wanted to take a rest period and could not do so, the employee must submit a written statement explaining why he or she was impeded from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. 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.

Employees who work up to eight (8) to ten (10) continuous hours will have no more than one (1) hour of break time deducted. Employees who work ten (10) to twelve (12) continuous hours will have no more than one and one half (1 1/2) hours of break time deducted.

There is no paid travel time for lunch. Lunches begin at the last drop prior to lunch and end at the first pickup after lunch. Employees must take lunch as required up to the maximum amount stated herein. On some days, due to system demand, an employee may not receive a lunch break and in this event there will be no time deducted. A lunch break, if granted, is a minimum of thirty (30) minutes.

Section - 2 - California Meal Waiver: The Company will comply with state laws concerning meal periods, which provides for at least a thirty (30) minute unpaid meal period for a work period of more than five (5) consecutive hours and a second meal period of at least thirty (30) minutes for a work period of more than ten (10) consecutive hours. The Company and the Union agree that these meal periods may be waived when employees' work periods of not more than six (6) hours will complete the day's work or when the employees' total hours worked for the day is no more than twelve (12)-hours and the first meal period was duty-free. It is agreed between the Company and the Union that given the nature of the work drivers in the bargaining unit perform, they may not be relieved of all duty. Therefore, the Company and the Union agree the bargaining unit members may receive a paid meal period rather than a duty-free meal period. At any time, an individual

bargaining unit member, in writing, may revoke the meal waiver or on-duty meal period agreement. Any and all disputes regarding the application of meal periods shall be subject to the grievance procedure .

## **ARTICLE 19 - COMPLETE AGREEMENT**

Section 18.1 - Sole Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 18.2 - Waiver of Bargaining During Ten11. Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

## **ARTICLE 20 - AUTHORIZED DEDUCTIONS**

Section 19.1 - Credit Union: At the Employer' s option the Employer agrees to a payroll deduction program to the participating Credit Union or bank of their choosing, provided the Employer has received from each employee on whose account such deductions are made, a written payroll deduction assignment authorizing such deductions. Deductions pursuant to such authorization are to be made each payroll period in the amount indicated on the deduction authorization. Payroll deduction authorizations shall be subject to revocation at any time by means of a separate authorization from the employee. Until such authorization is revoked, the Employer shall remit to the participating Credit Union or bank the amount deducted pursuant to such authorization during each month not later than the end of such month with a written statement of name and account number of the employees for whom the

deductions were made and the amount of each deduction.

Section 19.2 - D.R.I.V.E: The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The Company shall remit all DRIVE money to the proper location not later than the twentieth (20th) day of the month following the date on which the money was deducted from the employee's paycheck.

Section 19.3 - Non-Liability Clause: It is understood that the Employer will not be liable or assume any responsibility except to deduct and forward such deductions to the Credit Union.

## **ARTICLE 21- ITEMIZED STATEMENTS**

The Company shall furnish each employee with a check stub indicating earning and deductions, specifying hours paid, straight time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check.

The Company will make every reasonable effort to provide transmittals to each employee by close of business each Monday. It is understood by the parties that transmittals may be late due to certain circumstances (eg. Holiday weeks, payroll system malfunction, employee error, etc).

## **ARTICLE 22 - JURY DUTY**

Full-time employees shall be released from work on the workdays serving on jury duty. An amount equal to eight (8) hours of straight-time wages will be paid for the first day of called jury duty if the employee misses scheduled work that day. Subsequent days are unpaid. Upon release from jury duty the employee must notify the Company of his or her release and return to work if required. The employee will be permitted to keep juror fees received. The employee shall provide the employer

with comi documentation showing attendance for any Jmy Duty before payment for jmy service will be issued.

## **ARTICLE 23 - FUNERAL LEAVE**

Section 22.1 - Eligibility: Full-time non-probationaiy employees shall become eligible for funeral leave benefits following six (6) full months of service with the Company. In the event of a death in the immediate family (father, mother, father-in-law, mother-in-law, grandparent or grandchild, wife, husband, domestic painier, brother, sister, son, daughter, stepchild), all eligible regular full-time non-probationaiy employees with six (6) full months of service to the Company shall be entitled to up to three (3) days leave with pay for missed work. The compensable day or days must fall within the employee's regular scheduled workweek. Funeral leaves shall be paid upon receipt of satisfactory proof provided by the employee, such proof including, if so required, a notarized statement that such funeral occmTed.

Section 22.2 - Funeral Pay Calculation: Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay, and shall be paid for 8 hours per day. Time paid for funeral leave will not be counted toward the computation of overtime pay.

## **ARTICLE 24 - LEAVES OF ABSENCE**

A. Personal Leave: Non FMLA: Leaves of absence may be granted at the Company's discretion for up to thirty (30) calendar days within any twelve (12) month period. At the Company's discretion, a personal leave may be extended by up to 30 days within the 12 month peliod. Employees shall be required to utilize all available vacation time in excess of 40 hours during a non FMLA leave, excluding previously scheduled vacation time . Said leave may be granted at the Company's discretion to non-probationaiy employees with one (1) year or more seniority, upon receipt of a written request from the employee stating the reason for the requested leave. If the leave request is due to the employee's own medical condition, the employee must provide a medical cel iification prior to returning to work. If the employee is retunling to a safety sensitive position, and has been out for more than90 consecutive days, the employee must take a pre-employment drng test. In addition , if the employee is returning to a safety sensitive position he/she may be required to undergo a physical examination at MV's expense.

B. Disability Leave: The Company will comply with the provision of the Family

and Medical Leave Act of 1993.

C. Military Leave: The Company will comply with provisions of the Veteran RE-Employment Rights Act.

D. Request for Leave: A request for leave of absence must be made two (2) weeks in advance when possible, in writing by the employee and approved in writing by the Company. In cases of emergency, the employee must present proof of such emergency.

E. Misuse of Leave: An employee using a leave of absence as a subterfuge, or accepting employment elsewhere while on leave of absence will forfeit seniority rights and will be terminated from employment. Employees that do not return for their assigned duties upon expiration of the leave of absence will be terminated.

F. Union Leave: The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the Union to serve on official Union business for a period not to exceed thirty (30) calendar days. Request for such leave must be submitted in writing to the Company at least forty-eight (48) hours in advance of the leave requested by the Union, specifying the length of time off. The Union agrees that Union Leave may be denied, when the granting of that leave will result in the disruption of the Company's Operation due to lack of available employees as determined by the Company.

## **ARTICLE 25 - TRANSFER RIGHTS**

Section 25.1 - Transfer out of any Division listed in Article 2. An employee may transfer to another MV Transportation Division if the employee is accepted by the General Manager of that Division. The General Manager, or designee, shall notify the employee whether the transfer has been accepted or rejected.

Section 25.2 - Transfer into of any Division listed in Article 2. An employee accepted for transfer shall begin to accrue site seniority beginning from the date the employee begins work at the Division. The transferring employee shall retain Company seniority from the other location for purposes of wage progression and benefits. It is generally understood that the employee's wages will remain at the same rate until the contract catches up with the employee's wage rate if he/she is making more than the current scale. However, the Employee's new wage rate shall be agreed upon before



any transfer takes place. If he/she is making less than the current scale the transferring employee will be brought to scale.

Section 25.3: All employment referred to in this Article shall be subject to the qualifications of the affected employee.

## **ARTICLE 26 - SANITARY CONDITIONS**

The Company agrees to maintain at all Paramount Division Facilities, a clean sanitary washroom, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.

## **ARTICLE 27 - PARKING**

Employees will be allowed to park their personal vehicle on Company property if spaces are available. If no spaces are available, the Company will make other suitable arrangements. Employees will only be able to use designated employee parking areas for their personal vehicles. Employees will park at their own risk.

## **ARTICLE 28 - BONUS/INCENTIVE PROGRAMS**

Section 28.1 - Program Implementation: The Company may, from time to time establish separate bonus/incentive programs for safety, operator employee retention, etc. These bonuses shall be established for each classification separately at the sole discretion of the Company. The Company shall not be required to offer the same bonus program to all classifications. These bonuses may be ongoing or may only be offered for a period of time as determined by the Company. When qualified to participate, certain bonuses may be pro-rated for part-time employees. The Company reserves the right to discontinue bonus /incentive programs at any time without notice or negotiation with the Union.

Road Supervisor Participation: Road supervisors shall receive a prorated portion of any driver safety bonus based on the number of hours they spent driving during the bonus period. The prorated portion shall be based on 1820 hours annually.

## **ARTICLE 29 - SAVINGS CLAUSE**

Section 28.1 - Validity of Provisions. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State of

Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 28.2 - Renegotiation. If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 28.3 - Living Wage Ordinances. This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemptions.

## ARTICLE 30 - DURATION

Section 29.1 - Effective Date: This Agreement shall be in force and effect from July 1, 2017 through 12:00 midnight June 30, 2020.

Section 29.2 - Renewal: It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section I of this Article, and that all of the terms of such successor Agreement be agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section I of this Article to allow for a settlement to be reached.

IN WITNESS THEREOF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their signatures.

FOR THE COMPANY  
MV Transportation, Inc.

FOR THE UNION  
Teamsters Local 848,  
Wholesale Delivery Drivers,  
Salespersons, Industrial  
And Allied Workers

  
Michael Hulce  
Director of HR & Labor Relations

  
Eric Tate  
Secretary-Treasurer

Date 6/14/2018

Date 6/14/18

## APPENDIX "A" - WAGES

### For the Drivers:

- **Non-LA County drivers** outside the Wage Table: For employees who are already outside the wage table with 6 or more years of service at ratification, the annual increase shall be **\$0.60** per year starting July 1, 2017, and thereafter, on July 1st of each year of this agreement until the wage table catches up, providing a minimum of a sixty cent (\$0.60) increase when moving back to the wage table.
- **Non-LA County drivers** inside the Wage Table: Employees in the wage table on date of ratification shall progress through the wage table, but top out at the five year rate, and remain in the wage table for the duration of this agreement.
- **Non-LA County drivers** inside the Wage Table, But Above Wage table Rate: For current employees that are within their **wage** scale but their current pay rate is higher than the scale, then these employees will receive 2.0% per year increase starting at ratification, and on each July 1st of each year of this agreement until the wage table catches up. Once the wage table catches up, these employees will receive wage increases contained in the applicable wage table.
- **All LA County Drivers - Willowbrook DAR King Medical, Athens/Lennox, Avocado Heights, Florence/Firestone Drivers:**
  - a) Employees who are already above the wage table rate with 6 or more years of service at ratification, the annual increase shall be \$0.60 per year starting July 1, 2017, and thereafter, on July 1st of each year of this agreement until the wage table catches up, providing a minimum of a sixty cent (\$0.60) increase when moving back to the wage table.
  - b) Employees who have less than 6 years at ratification, and are above the wage scale, will receive 2.0% per year increase starting at ratification, and on each July 1st of each year of this agreement until the wage table catches up.

## For the Road Sups and Dispatchers

- Outside the Wage Table: For employees who are already outside the wage table with 6 or more years of service at ratification, the annual increase shall be \$0.60 per year starting on July 1, 2017, and thereafter, on July 1st of each year of this agreement.
- Inside the Wage Table: Employees in the wage table on date of ratification shall progress through the wage table, but top out at the five year rate, and remain in the wage table for the duration of this agreement.
- Inside the Wage Table, But Above Wage Table Rate: For current employees that are within the 5 years' progression scale but their current pay rate is higher than the scale, then these employees will receive 2.0 % per year increase starting at ratification, and on each July 1st of each year of this agreement until the wage table catches up. Once the wage table catches up, these employees will receive wage increases contained in the applicable wage table

| <b>Drivers - Downey</b> |                |                 |                 |                 |                 |
|-------------------------|----------------|-----------------|-----------------|-----------------|-----------------|
|                         | <b>Current</b> | <b>7/1/2017</b> | <b>1/1/2018</b> | <b>1/1/2019</b> | <b>1/1/2020</b> |
| <b>Starting</b>         | \$10.50        | \$11.75         | \$13.00         | \$13.50         | \$14.50         |
| <b>6 Mon</b>            | \$10.50        | \$11.75         | \$13.25         | \$13.75         | \$14.75         |
| <b>1 Year</b>           | \$10.50        | \$11.85         | \$13.50         | \$14.00         | \$15.00         |
| <b>2 Year</b>           | \$10.50        | \$11.95         | \$13.75         | \$14.50         | \$15.25         |
| <b>3 Year</b>           | \$10.55        | \$12.05         | \$14.25         | \$14.75         | \$15.50         |
| <b>4 Year</b>           | \$10.70        | \$12.15         | \$14.50         | \$15.00         | \$15.75         |
| <b>5 Year</b>           | \$11.41        | \$12.75         | \$14.75         | \$15.50         | \$16.00         |

| <b>Drivers - Lynwood, Lawndale, Compton</b> |                |                 |                 |                 |                 |
|---|----------------|-----------------|-----------------|-----------------|-----------------|
|   | <b>Current</b> | <b>7/1/2017</b> | <b>1/1/2018</b> | <b>1/1/2019</b> | <b>1/1/2020</b> |
| <b>Starting</b>                             | \$10.50        | \$10.75         | \$11.50         | \$13.50         | \$14.50         |
| <b>6 Mon</b>                                | \$10.50        | \$10.75         | \$11.50         | \$13.75         | \$14.75         |
| <b>1 Year</b>                               | \$10.50        | \$10.85         | \$11.60         | \$14.00         | \$15.00         |
| <b>2 Year</b>                               | \$10.50        | \$10.95         | \$11.70         | \$14.50         | \$15.25         |
| <b>3 Year</b>                               | \$10.55        | \$11.05         | \$11.80         | \$14.75         | \$15.50         |
| <b>4 Year</b>                               | \$10.70        | \$11.15         | \$11.90         | \$15.00         | \$15.75         |
| <b>5 Year</b>                               | \$11.41        | \$11.75         | \$12.00         | \$15.50         | \$16.00         |

| <b>Drivers - La Mirada, Whittier, Global/Access, Norwalk</b> |                |                 |  |                 |                 |                 |
|--|----------------|-----------------|--|-----------------|-----------------|-----------------|
|  | <b>Current</b> | <b>7/1/2017</b> |  | <b>1/1/2018</b> | <b>1/1/2019</b> | <b>1/1/2020</b> |
| <b>Starting</b>  | \$10.50        | \$11.25         |  | \$11.50         | \$12.25         | \$14.50         |
| <b>6Mon</b>  | \$10.65        | \$11.25         |  | \$11.60         | \$12.25         | \$14.75         |
| <b>1 Year</b>  | \$10.90        | \$11.25         |  | \$11.90         | \$12.50         | \$15.00         |
| <b>2 Year</b>  | \$11.25        | \$11.40         |  | \$12.25         | \$12.75         | \$15.25         |
| <b>3 Year</b>  | \$11.40        | \$11.55         |  | \$12.75         | \$13.00         | \$15.50         |
| <b>4 Year</b>  | \$11.55        | \$11.70         |  | \$13.00         | \$13.25         | \$15.75         |
| <b>5 Year</b>  | \$12.41        | \$12.56         |  | \$13.25         | \$13.75         | \$16.00         |

| <b>All LA County Drivers - Willowbrook DAR</b> |                 |                 |                 |
|--|-----------------|-----------------|-----------------|
| <b>King Medical, Athens/Lennox</b>             |                 |                 |                 |
| <b>Avocado Heights, Florence/Firestone</b>     |                 |                 |                 |
| <b>7/1/2017</b>                                | <b>7/1/2018</b> | <b>7/1/2019</b> | <b>6/1/2019</b> |
| <b>\$12.10</b>                                 | \$13.25         | \$14.25         | \$16.00         |

| <b>Road Supervisors, Dispatchers</b> |                |                 |                 |                 |                 |                 |
|--------------------------------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|                                      | <b>Current</b> | <b>7/1/2017</b> | <b>1/1/2018</b> | <b>1/1/2019</b> | <b>1/1/2020</b> | <b>6/1/2020</b> |
| <b>Starting</b>                      | \$12.00        | \$12.35         | \$13.00         | \$14.00         | \$15.00         | \$15.50         |
| <b>1 Year</b>                        | \$12.50        | \$12.85         | \$13.50         | \$14.50         | \$15.50         | \$16.00         |
| <b>2 Year</b>                        | \$12.75        | \$13.10         | \$13.75         | \$14.75         | \$15.75         | \$16.25         |
| <b>3 Year</b>                        | \$13.01        | \$13.36         | \$14.25         | \$15.25         | \$16.00         | \$16.50         |
| <b>4 Year</b>                        | \$13.26        | \$13.61         | \$14.50         | \$15.75         | \$16.25         | \$16.75         |
| <b>5 Year</b>                        | \$14.50        | \$14.85         | \$14.95         | \$16.25         | \$16.50         | \$17.00         |

### **Payroll Notes**

Payroll Note #1: Driver /Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Driver Trainer and may similarly remove such employee from such assignment; provided, however, that an employee so assigned shall be paid a differential of one dollars (\$1.00) per hour in addition to his/her regular rate of pay for all hours worked as a Driver /Trainer. Although the Company agrees to post this position, it retains the sole exclusive right to assign the position.

Payroll Note #2: Driver /Cadet Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Driver/Cadet Trainer and may send a trainee on route with the employee. An employee so assigned shall be paid a differential of twenty-five cents (\$0.25) per hour in addition to his/her regular rate of pay for all hours worked as a Driver /Trainer.

Payroll Note #3: Non-Pyramiding: No employee shall receive both daily and weekly overtime for the same hours; nor shall a differential paid under this Appendix be included as part of an employee's base, straight-time rate of pay when calculating overtime pay. No employee shall receive more than one times the applicable straight time/overtime rate for any given period of time worked.

Payroll Note #4:Minimum Rates: The rates of pay provided in the Table of Rates in this Appendix are minimums. No employee may be paid at a rate lower than that provided for his /her classification as stated in the wage tables above. The Company may at its option, elect to credit some or all of a Driver's prior driving service or experience for the purpose of establishing a higher initial placement on the progression schedule. The Company shall also increase a driver's wage rate in order to comply with any legal requirement related to County, State, or Federal minimum wage law where such law does not provide for an exclusion / waiver for employees whose wages are determined by a collective bargaining agreement (CBA). Increases shall be in accordance with the applicable law and as expressed elsewhere in this agreement. In such case where an exclusion or waiver exists, the CBA shall prevail for applicable wage rates and/or benefits.

Payroll Note #5: Adjusted Hire Date: An employee's adjusted hire date shall be assigned based on original hire date and previous years of service for employees who worked for the previous contractor on this revenue agreement at time of startup, or for employees who transfer from another MVD Division.

Payroll Note #6:LA County Minimum, State and Federal Minimum Wage Increases/Living Wage Ordinances: All employees who perform work within LA County, as determined by the LA County Minimum

Wage Ordinance (LCMWO). An employee's wage rate will only be increased to the higher LA County minimum wage rate when an employee's work assignment qualifies for the increased rate at determined by the LCMWO. Work performed by any employee whose work assignment does not qualify for the increased LCMWO rate shall be the employees regular rate of pay plus overtime /premium pay as appropriate.

## **APPENDIX "B" - BENEFITS**

### **401 (K) PLAN - TEAMSTER PENSION PLAN**

#### Teamsters SIP 401K Plan:

On the first day of the first full pay period after 10 /20/2017 or On the first of the month after six (6) months of employment with the Company the employer will offer an optional 401K savings plan for all employee's.

#### TEAMSTERS PENSION PLAN

January 1, 2018 the Company shall contribute ten cents (\$0.10) per hour for each hour for which compensation is paid. Beginning July 1, 2018, the Company shall contribute twenty-five cents (\$0.25) per hour (an additional \$0.15 from what was contributed in January 2018) for each hour for which compensation is paid. Beginning July 1, 2020, the Company shall contribute fifty cents (\$0.50) per hour (an additional \$0.25 from what was contributed in July 2018) for each hour for which compensation is paid.

|                 |                                  |
|-----------------|----------------------------------|
| January 1, 2018 | \$0.10 for each hour compensated |
| July 1, 2018    | \$0.25 for each hour compensated |
| January 1, 2020 | \$0.50 for each hour compensated |

#### Remittance of Pension Wages:

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The employer agrees to abide by such rules as may be established by the trustees of said trust to facilitate the determination of the *hours* for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on accounts of each member of the bargaining unit. Failure to make all payments herein



provided for, within the time specified, shall be a breach of this Agreement.

### **PAID HOLIDAYS**

Section 1 - Enumerated Holidays: Each full-time, non-probationary employee shall receive pay for each of the following holidays:

|                  |               |
|------------------|---------------|
| Independence Day | Labor Day     |
| Thanksgiving Day | Christmas Day |
| New Years day    | Memorial Day  |
| Presidents Day   |               |

Section 2 - Holiday Eligibility: Each full-time non-probationary employee will be eligible for the above holidays has completed one full year of employment with the Company. And that he is on the job and available for work throughout his last scheduled work day before and throughout the first scheduled work day after the holiday even though in a different work week unless excused in writing by the Company. In order to qualify for Holiday pay, an employee must work their regularly scheduled shift immediately before, and after, the Holiday.

Section 3 - Holiday Pay: Holiday pay will be paid at eight (8) hours per day.

Section 4 - Pay for Holiday Work: Any work performed on the above holiday will be paid in addition to the holiday pay at the employee's base hourly rate. Time paid for Holidays will not be counted as hours worked the computation of overtime pay.

### **SICK LEAVE**

Employees shall receive three (3) sick days (24 hours) of sick leave each year in accordance with the California Paid Sick Leave Act. As provided for in the law, no attendance points will be assessed for use of these three sick days.

### **HEALTH INSURANCE**

Section 1 - Designation of Trust: The Employer agrees to make

contributions to the Teamsters Multi Benefit Trust "Transportation Industry Program" plan for the purpose of providing Medical and Prescription Drug , Dental , Vision benefits for all qualified full time, qualified employees and their dependents on the first day of the month following sixty (60) days of employment with the Company.

The Employer shall report the names of each Employee performing work under this Agreement. The Employer hereby agrees to pay to the Trust Fund the full amount of the contribution required for all Employees and their eligible dependents, unless a Waiver of Benefits which meets all Trust Fund requirements is in effect.

Contributions to the Trust Fund for Health & Welfare benefits are due and payable on or before the 20th day of the month preceding the month of coverage and shall be deemed delinquent if not received before the 1st day of the month for which coverage is provided.

Section 2 - Qualified Employee Defined: Qualified employee shall

- a) Become qualified in accordance with the terms of the Patient Protection and Affordable Care Act (PPACA) or other governing health care law.
- b) Have made through payroll deduction , all contributions required.
- c) Benefits stop if on leave of absence or off duty due to a worker compensation claim beyond benefits-protected leave, such as CFRA/FMLA leave.

Section 3 - Employee and Dependent Coverage: Employee and Dependent coverage (if employee elects dependent coverage) shall begin on the first day of the month following six (6) complete months 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 4 - Required Employee Contribution for Group Health Plan: For all qualified employees who select health care coverage, the Company shall

contribute the amounts listed below on behalf of the employee and the dependents of the employee. The employee shall contribute an amount equal to the total health care premium minus the employer's contribution as stated in section 5 below.

Section 5 - Employer Contribution: Effective with the first (1) day of the first (1) calendar month of voluntary enrollment, the Company shall contribute the table rates below toward the total cost of the premium for selected coverage through payroll deduction. There shall be no cash in lieu of benefits.

#### Front Date of Ratification

| Kaiser Low Option, Dental HMO, Vision, Landmark Chiro/Acu | Monthly Employer Cost | Monthly Employee Cost |
|---|-----------------------|-----------------------|
| Employee Only   | 70%                   | 30%                   |
| Additional Cost for Employee + 1                          | 40%                   | 60%                   |
| Additional Cost for Employee + Family                     | 40%                   | 60%                   |

#### Beginning June 1, 2018

| Kaiser Low Option, Dental HMO, Vision, Landmark Chiro/Acu | Monthly Employer Cost | Monthly Employee Cost |
|---|-----------------------|-----------------------|
| Employee Only   | 80%                   | 20%                   |
| Additional Cost for Employee + 1                          | 60%                   | 40%                   |
| Additional Cost for Employee + Family                     | 60%                   | 40%                   |

#### Beginning June 1, 2020

| Kaiser Low Option, Dental HMO, Vision, Landmark Chiro/Acu | Monthly Employer Cost | Monthly Employee Cost |
|---|-----------------------|-----------------------|
| Employee Only   | 90%                   | 10%                   |
| Additional Cost for Employee + 1                          | 70%                   | 30%                   |
| Additional Cost for Employee + Family                     | 70%                   | 30%                   |

The Company may contribute an amount that is higher than those contained in the table above in order to remain in compliance with the affordability standards set forth in the PPACA or other governing health care law.

Section 6 - Waiver of Coverage: Eligible employees may waive their Group Health & Welfare benefits by submitting a completed trust waiver form.

Section 7 - Healthcare Reopener: Should any insurance plan(s) required under the collective bargaining agreement subject the Employer to an excise tax or penalty under Federal or State law and/or the plan administrator modifies the terms of the plan(s), the parties agree to reopen the CBA at that time for the limited purpose of negotiating an alternative plan(s) and/or other aspects of this Health Insurance section. The plans and contributions stated in this section shall remain compliant with the ACA or other governing health care law, if applicable, throughout the term of this Agreement.

### **PAID VACATION / PTO**

Section 1. Full-time employees shall receive vacation with pay each year, as follows:

- Employees hired before 12/03/2017 shall receive their accrued vacation allotment on July 1st of each year of this agreement.
- Employees hired on or after 12/03/2017 shall receive their accrued vacation allotment on their anniversary date in each year of this agreement.

#### Years of Full-time employment    Vacation

|  |           |
|--|-----------|
| After one full year of employment              | 40 hours  |
| After three full years of employment           | 80 hours  |
| After ten full years Supervisors & Dispatchers | 120 hours |
| After fifteen full years Drivers               | 120 hours |

#### Starting May 1, 2020

|                                       |           |
|---------------------------------------|-----------|
| After twelve full years Drivers       | 120 hours |
| After twenty full years All Employees | 160 hours |

In order to receive full vacation, a full-time employee must have worked at least 1820 hours of his or her scheduled work hours during the year on which

the vacation is based. if an employee works less than 1820 hours, his or her vacation will be prorated to the nearest full hour. Work days absent for paid vacation, paid holidays , paid funeral leave, jury duty, FMLA, will be counted as days worked for purposes of this provision.

Each Vacation day shall be paid at 8 hours of the employee's regular straight time rate.

Vacations shall be scheduled in March of each year for the fiscal year beginning April 1. Seniority shall prevail in determining vacation preference. The Company shall determine the number of drivers that may be off at any given time. \When the vacation period has been scheduled, the time for taking such vacations shall not be changed unless the change is mutually agreed upon between the employee and the Company.

Section 2. - Holiday during Vacation. Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's discretion shall be exercised prior to the commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

Section 3. Vacation Bidding. Vacation bids will be posted two (2) times a year, at a time to be agreed to between the Company and the Union. Specific vacation dates will be granted by contract Seniority. Vacation may only be scheduled in blocks of one week when bidding. Bids shall be submitted on a form provided by the Company. Vacations shall be granted on the basis of operational needs as determined by management.

A request outside the bid process for a specific week of vacation must be submitted a minimum of thirty (30) days prior to start of vacation time. The time of submittal shall determine who will be authorized for vacation time outside the bid process.

Except in an emergency, requests for one (1) to three (3) vacation days must be submitted a minimum of three (3) days in advance and be approved by the immediate supervisor.

Section 4. Cash Out

Employees may cash out vacation in January , April, July, and October of each year of this agreement. In the event of hardship, employees may also cash out vacation in accordance with the Company's Vacation Cash Out policy.

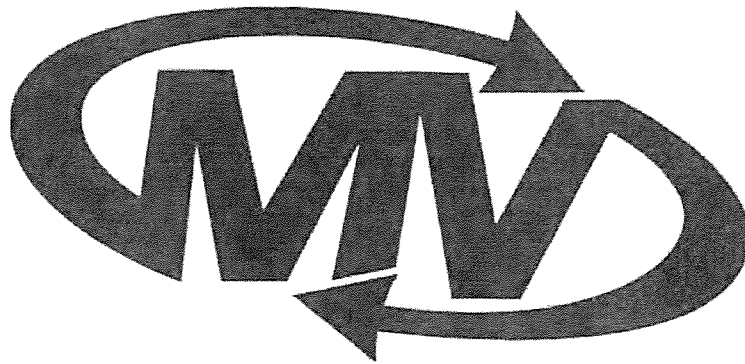
Employees will be paid for all unused vacation at the time of termination of employment.

Section 5. Vacation Carry Over:

At no time shall an employee retain more than 175% of their annual vacation allotment. For example, an employee earning 120 hours of vacation per year will not receive additional vacation in excess of 210 hours.

*(Eg. 40 hours vacation has an accumulation cap of 70 hours)*

**MV TRANSPORTATION INC.**



**AND**

**TEAMSTERS LOCAL 848**

**PARAMOUNT**

**MAINTENANCE EMPLOYEES (Mechanics and Utility)**

December 3, 2017 through June 30, 2020

I

## Table of Contents

|  |    |    |
|--|----|----|
| ARTICLE 1-TERM OF AGREEMENT                | 4  |    |
| ARTICLE 2 - RECOGNITION                    |    | 4  |
| ARTICLE 3 - PARTICIPATION                  | 5  |    |
| ARTICLE 4 - MANAGEMENT RIGHTS              |    | 6  |
| ARTICLE 5 - REPRESENTATIVES' RIGHTS        | 9  |    |
| ARTICLE 6 - BULLETIN BOARDS                | 10 |    |
| ARTICLE 7 - COMPLIANCE WITH LAW            | 11 |    |
| ARTICLE 8 - AFFIRMATIVE ACTION             | 11 |    |
| ARTICLE 9 - NO STRIKE, NO LOCKOUT          | 11 |    |
| ARTICLE 10 - DISCIPLINE                    |    | 12 |
| ARTICLE 11- GRIEVANCE PROCEDURE            | 17 |    |
| ARTICLE 12 - CATEGORIES OF EMPLOYEES       | 19 |    |
| ARTICLE 13- HOURS OF WORK                  |    | 20 |
| ARTICLE 14 - SENIORITY                     | 20 |    |
| ARTICLE 15 - MECHANIC WORK ASSIGNMENTS     |    | 22 |
| ARTICLE 16 - MAINTENANCE EMPLOYEES BIDDING |    | 23 |
| ARTICLE 17 - DRUG AND ALCOHOL PROGRAM      | 24 |    |
| ARTICLE 18 - BREAKS AND LUNCHES            |    | 24 |
| ARTICLE 19- COMPLETE AGREEMENT             | 25 |    |
| ARTICLE 20 - AUTHORIZED DEDUCTIONS         | 26 |    |
| ARTICLE 21- ITEMIZED STATEMENTS            | 27 |    |



|                                      |                              |
|--------------------------------------|------------------------------|
| ARTICLE 22 - JURY DUTY               | 27                           |
| ARTICLE 23 - FUNERAL LEAVE           | 27                           |
| ARTICLE 24- LEAVES OF ABSENCE        | 28                           |
| ARTICLE 25 -TRANSFER RIGHTS          | 29                           |
| ARTICLE 26 - SANITARY CONDITIONS     | ERROR! BOOKM ARK NOT DEFINED |
| ARTICLE 27 - PARKING                 | 29                           |
| ARTICLE 28 - BONUS/INSENTIVE PROGRAM | 30                           |
| ARTICLE 29 - SAVINGS CLAUSE          | 30                           |
| ARTICLE 30 - DURATION                | 31                           |
| APPENDIX A - WAGES                   | 32                           |
| APPENDIX B - BENEFITS                | 33                           |
| 401K - Teamsters Pension Plan        | 33                           |
| Paid Holidays                        | 34                           |
| Sick Leave                           | 34                           |
| Health Insurance                     | 34                           |
| Paid Vacations                       | 37                           |
| Signing Bonus                        | 39                           |

## ARTICLE 1 - TERM OF AGREEMENT

This Agreement is entered into effective December 3, 2017, by and between MV Transportation, INC. (hereinafter referred to as the "Company") and Teamsters Local Union Number 848, (hereinafter referred to as the "Union"). Its purpose is the promotion of harmonious relations between the company and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 2 - RECOGNITION

Section 1 - Bargaining Representative: The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

Section 2.2 - Covered Employees: All full-time, part-time and part-time casual Mechanics, Utility, Fueler, Washer Maintenance Employees, and Parts Clerks employed by MV Transportation working under any revenue contract within Division 14 at any of the following locations, and in accordance with Article 2, Section 3 of this agreement.

1. City of Lynwood
2. Norwalk
3. Athens /Lennox
4. City of Compton
5. City of Downey
6. Firestone /Florence
7. Willowbrook (Fixed Route)
8. Willowbrook (Para- Transit)
9. Access/Global
10. Lawndale
11. Avocado Heights
12. Whittier
13. Palos Verdes
14. West Covina
15. City of Carson
16. Cal Poly

All located at:  
7209 Rosecrans, Paramount, CA 90723

La Mirada  
Located at: 15677 Phoebe Ave, La Mirada, CA 90638

From time to time, the Company may utilize Paramount bargaining unit employees to perform maintenance work at other locations **other than those listed above** as determined by the Company. The Company shall have the right to make these assignments on a temporary or intermittent basis based on operational needs as determined by the Company. When assigned to these other locations, that work will be considered Paramount bargaining unit work for the duration of that assignment.

But excluding warehouse employees, mechanics and similar maintenance employees, office clerical employees, managerial employees, guards, and supervisors as defined by the National Labor Relations Act.

Section 2.3 -- New Revenue Contracts: Should the Company successfully bid on a new revenue contract not listed in this Article, but which falls under the Paramount Division, the parties agree to bargain over whether the new work will be included in this agreement, and if so, all terms and conditions of employment for the new work. It shall not be assumed that the provisions of this agreement will automatically pertain to the new revenue contract, or that the new revenue contract work will automatically become part of the existing bargaining unit.

### **ARTICLE 3- PARTICIPATION**

Section 3.1 - Purpose. It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union's costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 3.2 - Membership. An employee assigned to a covered classification who is employed by the Company during the term of this agreement, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st day following the employee's completion of training or the contract ratification date, whichever is later. Within 14 calendar days of ratification of this agreement, the Company shall submit to the Union the names, addresses, and social security numbers, and dates of hire for each employee covered by this agreement. The Company also agrees to submit this same information to the union within 14 calendar days of each new employee's start date. The Company shall also submit the name of all terminated employees to the Union within 7 calendar days of their termination date. If the termination occurs on a weekend or Holiday weekend, the notice period for employee terminations will commence on the first regular work day following that weekend.

Section 3.3 - Checkoff. The Company will give a Union membership application to each operator during initial training, and will forward complete applications to the

Union. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by current law.

Section 3.4 - Fees/Dues Deduction. It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction from voluntarily executed by the employee.

Section 3.5 - Dues Not Deducted. Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 3.6 - Maintenance of Membership. In the event an employee, fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply or failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee may be terminated by the Company. The Union agrees that there shall be no demand for termination of any employee who has not first been contacted by the Union within 30 days before a 7 day notice is sent to the employee. A copy of the 7 day notice must be sent to the Company and the employee seven days before any demand for termination may be made. And no employee shall be terminated under the terms of this Article who has not first received a 7 day notice from the union.

Section 3.7 - Indemnification. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

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

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off; and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
- (e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- (f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.
- (g) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

Section 4.2 - Technology Rights. The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present

or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 4.3 -- Client Contract: The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with the clients listed in Article 2 of this agreement, hereto known as the "Client." The contract between the Company and the client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation.

However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

If the Company is required to remove a driver from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this Agreement.

It is understood that the Union has the option to seek legal remedy from the client should a dispute arise over Client mandated work rules, or a due process concern over removal of an employee from service. However, the Union agrees to seek a resolution directly with the Company before resorting, to other legal remedies.

Section 4.4 - Non-Waiver of Rights. 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.

## **ARTICLE 5 - REPRESENTATIVES' RIGHTS**

Section 5.1 - Recognition of Shop Stewards: As a general rule, the Union may designate, and the Company will recognize, not more than one (1) Shop Steward from within the bargaining unit per fifty (50) bargaining unit employees to serve as the Union's agent in the representation of employees in the bargaining unit. However, for locations where there are less than fifty (50) bargaining unit employees permanently assigned to that facility, the Union may designate only one (1) Shop Steward. The Company will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name. Each Shop Steward will be permitted to designate one alternate Shop Steward who shall only be permitted to perform the duties of Shop Steward in their absence.

Section 5.2 - Leaves of Absence. The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service to the Client. The Union agreed not to request that more than two such leaves of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office, or will be appointed or elected to any office in said Union, which requires his absence from the Company's employ, will upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.

During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits or other compensation to which the employee would have been entitled

to under this Agreement had the employee not taken such leave of absence.

Section 5.3 - Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings and process and settle grievances.

Section 5.4 - New Member Orientation. The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide a brief history and overview of Local 848 to newly hired employees for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by the Company and the Union.

Section 5.5 - Union Visitation: During normal business hours, the Union Business Agent or other authorized officer of the Local will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union Business Agent shall make his presence known to the General Manager (GM) or his designee upon arrival at the Division. The Union agent will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by the employee. In the event that the Union Business Agent needs to conduct business at a Division location not under the current supervision of the GM the Business Agent shall call the GM or his designee upon arrival at that Division location. The Union Business Agent will suspend the conduct of Union business at an unsupervised Division location in the event it is determined by management that the presence of the General Manager is required in order to conclude that business in an orderly and businesslike manner.

## **ARTICLE 6 - BULLETIN BOARDS**

Section 6.1 - Union Business. The Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Union-supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All postings must be printed on official Union letterhead and signed by an officer of the Local. The Company shall also allow any official postings as mandated and prescribed by any government agency.

Section 6.2 - Indemnification. The Union indemnifies and will hold the Company



harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

## **ARTICLE 7 - COMPLIANCE WITH LAW**

It is understood and agreed that the Union will comply with the provisions of applicable law pertaining to elections and that any provision of this Agreement, the legality of which depends upon an election, will not be effective until authorized in such election or until full compliance with the law is accomplished.

## **ARTICLE 8 - AFFIRMATIVE ACTION**

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

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

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

Section 9.1 - Disputes. It is recognized and understood that the Company and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and the Company during the term of this Agreement.

Section 9.2 - No Strikes. The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service especially in cases where such services include medical emergencies or delivery of patients to health care providers. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines

and report to work. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of this Article in any way, may be disciplined by the Company up to and including discharge. The Company will use all available legal means in the event of a wildcat strike or a labor disruption violating this agreement.

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

## **ARTICLE 10 - DISCIPLINE**

### Section 10.1 - Disciplinary Procedures

- (a) All disciplinary process. Will be performed by a General Manager, Operations Manager or Regional Vice President, or their management designee. The charged employee shall be given the opportunity to attend all hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so requested by the employee.
- (b) The respective General Manager or designee, 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) A copy of bargaining member's disciplinary actions shall be given to the employee. The shop steward and the Local Union shall also be given copies of discipline within ten (10) business days of the issuance of said discipline.
- (d) Initial discipline shall occur within fourteen (14) business days of the Company's knowledge of an alleged infraction / incident. The Company will notify the union if an investigation will last longer than fourteen (14) business days to complete.
- (e) Weingarten Rights. It is understood that MV Transportation will comply with the Weingarten Decision with respect to its employee's rights to union representation. When a disciplinary meeting is conducted, and a request is made by a member of the bargaining unit for union representation in compliance with the Weingarten decision, a union steward shall be permitted to attend that meeting. In the absence of a Union Steward, the employee may request another available bargaining unit employee sit in on the meeting employee.

- (f) Disciplinary action taken by the Company according to the terms of this Section are subject to the grievance procedure contained herein.

Section 10.2 - Progressive Discipline: Any violation of posted and/or written Company rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action. Disciplinary actions resulting in suspension and/or termination shall be for just cause only. With the exception of a violation of a serious infraction as listed in Section 10.4, Attendance Policy as listed in Section 10.5, or the Safety Policy as listed in 10.6, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:

First Violation: Policy review / documented verbal counseling.

Second Violation: First Written Warning Notice.

Third Violation: Final Written Warning Notice.

Fourth Violation: Dismissal From Employment With Company

The definition "first", "second", "third" and "fourth" violation above shall mean the violation of any similar or related rule or combination of rules. "Similar or related" would be a violation of any single step or action in a larger procedure or activity (eg. pre-trip, schedule adherence, proper uniform, workplace behavioral problems, customer service, workplace policies /procedures, etc). An employee will have his record cleared of each violation after 12 months using a rolling twelve (12) month time period.

The MV Employee Handbook policies for Attendance, Safety and Incident, Substance Abuse and Misuse, cell phone, and Major Work Rule violations shall be used by the Company to determine proper and/or progressive discipline for violations as stated in those sections of the Handbook/policies, subject to just cause, as stated in this Section (10.2).

Section 10.3 - Work Rules. The Company will issue all employees a current MV Employee Handbook, and other policies outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation policy or Handbook, the Company will issue an addendum/revision to the affected policy

document, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

Section 10.4 - Serious Infractions. The following violations of Company policies and rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee:

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.
- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Conviction of a misdemeanor law but not infractions while on duty. Conviction of a felony whether on or off duty, either before or during employment.

- (f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- (g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to sixty (60) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any known loss of license or certificate required to operate the vehicles, the employee may be terminated immediately. If an employee fails to report to work at the expiration of this leave period, the employee's employment shall be terminated.
- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (i) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup while performing para-transit work duties.
- U) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.
- (k) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.
- (l) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.

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

Section 10.5 - Attendance. The Attendance Policy outlined in the Employee Handbook will be utilized and followed for any and all attendance violations/disciplines with the exception that:

On two (2) occasions in any rolling (12) twelve month period, an employee shall be excused from work for a verifiable illness without the assessment of an attendance point when that employee meets both of the following conditions:

1. The absence is reported to supervision or dispatch at least (1) one hour prior to the start of their shift.
2. The employee presents a valid doctors excuse dated and signed by a doctor practicing in the U.S., releasing the employee from work on the actual day, or consecutive days for the entire period of absence up to (5) five days.

Section 10.6 - Safety Policy. Because our clients rely upon MV Transportation for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of NW Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System shall be used by the Company to determine Safety discipline subject to the just cause provision as stated in Section 10.2 of this agreement.

Section 10.7 - Safe Vehicles: The Company and the Union mutually agree that equipment and operational safety is a priority. All unsafe situations shall be reported to the Company as soon as possible. The Company shall make every reasonable effort to resolve any reported unsafe conditions as soon as practicably reasonably possible. 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. A final determination as to the safety of all Company equipment shall be determined by management or their authorized designee (eg, a Company Mechanic directed by management to make such a determination. In order to assist in the pre-grievance resolution of a dispute related to this Article, the Union may review non-confidential and non-proprietary operational incident reports concerning safety & health subjects. It is understood by the parties that an operator has certain legal rights to refuse to drive an unsafe vehicle so long as the operator can demonstrate that the vehicle in question is indeed unsafe to drive.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

Section 11.1 - Definition. A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In the event such a claim is made, the following procedures must be followed:

Section 11.2 - Filing a Grievance. The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the employee or the Union to the General Manager or his designee within fifteen (15) business days following the occurrence out of which the grievance arose. Failure to present the grievance within fifteen (15) business days will be deemed a waiver of the grievance.

### **STEP 1**

Such grievance will be presented in writing to the General Manager, or his designee. Within ten (10) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the General Manager. A representative of the Union shall accompany the employee, if requested. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within seven (7) business days after the date of the meeting.

### **STEP 2**

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Company Director of Labor Relations, or his designee within ten (10) business days after receipt of the Step 1 decision. Failure of the Union to request Step 2 within the ten calendar days shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

- (a) The Director of Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) business days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.
- (b) If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) business days of the meeting the Director of Labor Relations, or his designee, will provide a written answer to the Union.

### STEP 3

If the grievance has not been settled in Step 1 or Step 2, the Union may, within ten (10) business days of receipt of the Company's Step 2 decision, submit the grievance to an arbitrator. Failure of the Union to request arbitration within the ten calendar days of the Company's Step 2 response shall constitute a waiver of the grievance by the Union and the employee.

Section 11.3 - Expedited Procedure. The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and legal counsel will not be used as advocates.
- (b) The hearing will be informal
- (c) No briefs will be filed
- (d) Formal rules of evidence will not be strictly followed.
- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion



- (g) The arbitrator's decision will be final and binding upon the parties. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings
- (i) The fees of the arbitrator will be borne equally by both parties
- (j) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

Section 11.4 - Arbitrator Selection. If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) business days, if possible. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All other mutually agreed to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

## **ARTICLE 12 - CATEGORIES OF EMPLOYEES**

Section 12.1 - Regular Full-Time: Employees whose regular schedule is at least thirty-five (35) hours in a workweek shall be classified as Regular Full-Time,

Section 12.2 - Regular Part-Time: Employees whose regular schedule is less than 35 hours in a workweek shall be classified as Regular Part-Time.

Section 12.3 - Part-Time Casual: Part-time employees who are regularly scheduled to work less than 35 hours per work week, and who do not have a regular bid assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 12.4 - Classification Change: Part-time employees may be requested to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations. If a full-time employee's

schedule changes to where he is scheduled and works less than 35 hours in a workweek, each week for six (6) consecutive pay periods, his classification will be changed to Regular Part-Time. If a part-time employee's schedule changes to where he is scheduled and works at least thirty-five (35) hours in a workweek, each week for six (6) consecutive pay periods, his classification may be changed to Regular Full-Time with concurrence of the employee, or his hours will be reduced at the sole discretion of management. No employee shall be automatically reclassified from Part-Time to Full-Time status as a result of exceeding the six (6) pay period term stated above. All such category changes require prior approval of management. Nothing in this Article shall be construed as a guarantee of hours. It is understood that in the event of an urgent demand to fill any open shift, the Company may assign that work to any qualified Company employee from within or outside the bargaining unit.

### **ARTICLE 13 - HOURS OF WORK & PAY**

Section 13.1 - All Employee Workweek. The workweek shall begin at 12:01 AM on Saturday and shall end at Midnight Friday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

Section 13.2 -Overtime: Maintenance Employees: Unless otherwise stated in this agreement, time and one half shall be paid for all hours actually worked in excess of forty (40) hours per week and/or over 10 hours per day (4/10) or 8 hours per day (5/8).

Section 13.3 - Maintenance Employees Scheduled Hours: Section 13.2 - Scheduled Hours: Regular shifts will normally be eight (8) hours in five (5) work days (or 5/8's). However, the parties agree that the Company may create alternative workweek schedules that are available for bid. Alternative work schedules will consist of four ten-hour days (4/10 shifts).

### **ARTICLE 14 - SENIORITY**

Section 14.1 - Definition. Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee's first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employees will draw straws to determine the order.

Section 14.2 - Layoff. When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the most seniority will be the first one recalled from layoff.

Section 14.3 - Use. Seniority will commence with the date of employment. Seniority will be observed with regard to all layoffs, rehiring, job bids, vacation, scheduling and floating holiday selection. The Company and the Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 14.4 - Continuous Service. Unless otherwise stated, wherever reference is made to "continuous service" in this Agreement, shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. "Seniority" is defined as continuous service with the Company, or its predecessors, under contract with the client for purposes of determining wages, vacation accrual and classification seniority.

Section 14.5 - Seniority List:

Maintenance Employees: Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. A Union Business Representative will be provided a current seniority list upon request. The Union will immediately notify Company of any errors in the seniority list.

Section 14.6 - Probationary Period. All employees will be on probation until they have completed ninety (90) calendar days of service from the completion of training with the Company. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 14.7 - Seniority Broken. Continuity of service will be broken and seniority will terminate by:

- (a) Resignation
- (b) Discharge for just cause.
- (c) Failure to return to work from layoff within thirty (30) business days when called.

- (d) Absence without leave or communicating with the Company for three (3) consecutive scheduled work days.
- (e) Layoff of twelve (12) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 14.8 - Seniority Not Broken. Continuity of service will not be broken and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months (when authorized by the Company) unless extended by the Company and the Union.

Section 14.9 - Road Supervisor/Dispatcher Seniority. Initial Supervisors / Dispatchers bidding seniority shall be in the order it is currently in at the time of ratification. As new supervisor/dispatchers are hired or promoted, those employees shall be placed in the order of their arrival into the Road Supervisor/Dispatcher classification for seniority purposes. If more than one employee starts on the same day, seniority order shall be determined in the following manner. Road Supervisors and Dispatchers shall be considered the same classification for the purposes of this agreement.

- 1. Earliest Current Union employee seniority date
- 2. Earliest Company adjusted hire date
- 3. Lottery system. Draw numbers out of a hat

For benefit purposes, supervisors/dispatchers shall use their Company hire date, or adjusted hire date, whichever is earlier.

The supervisor's/dispatcher's wage rate shall be determined by their years of service within the Division 14 supervisor/dispatcher classification.

## **ARTICLE 15 - MECHANIC WORK ASSIGNMENTS**

Section 1 - Cleanup Time. It is agreed that all maintenance employees shall be permitted a 15 minute clean up time prior to the end of their assigned shift to clean up their immediate work area.

Section 2 - Road Call Mechanic Assignment. Assignment of Roadcalls shall be determined during each shift by the Shop Manager. In the absence of the Shop Manager, Roadcall assignments shall be made by the Lead mechanic on duty. If the Shop Manager is unavailable on a shift where no Lead has been assigned, contact the General Manager directly. During a shift where only one mechanic is on duty, that mechanic shall perform all roadcalls during that shift.

Section 3 -- Lead Mechanic Assignment.

The Shop Manager will assign a Lead Mechanic as needed. This position shall be assigned at the sole discretion of management and may be changed or be reassigned as workload and scheduling requirements change.

Lead Mechanic duties shall be as follows:

- Assignment of work to other mechanics
- Assignment of work for utility workers
- Provide direction and assistance to other mechanics
- Seek direction from management as required
- Communicating with Dispatch on all maintenance related functions
- Assign overtime when instructed to do so by management
- Notify next shift of ongoing safety concerns, open work, and other related and necessary information

## **ARTICLE 16 MAINTENANCE EMPLOYEE BIDDING**

Section 16.1 Procedure: The Company shall conduct separate General Bids at least once-each year, at a time determined by the Company.

Section 16.2. General Bid: Employees must be qualified to perform work on the piece of work for which they are bidding at the time of the bid as determined by the Company.

Section 16.3 - Qualifications: It is understood that qualifications for positions at each position may be different ("A" mechanics, "B" mechanics, utility worker, etc). Therefore, minimum qualifications for

open positions at a particular yard shall be determined by management at the time of the bid. It shall be understood that employees shall be required to meet the minimum qualifications for an open position in order to be selected for that position. At the time of the bid any employee currently working in a particular position shall be considered qualified for any open position within their classification at the same yard.

Section 16.4 - Selection: Preference for position /shift selection shall be by the most senior qualified employee in the following order:

1. Within each yard (eg. 14 - Paramount, 154 - La Mirada, 169 Whittier)
2. Within other Divisions under the Paramount umbrella
3. Outsidehire

Employees may be given the opportunity to train at a different yard under the Paramount umbrella on a voluntary basis provided it is reasonably feasible for the Company to provide such training from an operational standpoint. Training assignments shall be at the sole discretion of management.

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

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

#### **ARTICLE 18 BREAKS & LUNCHES**

Section - 1 - Scheduled Breaks: The following will apply to scheduled lunch breaks, for all full time or part time employees, as it applies to the schedules they bid and hours they work:

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 employees to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee wanted to take a rest period and could not do so, the employee must submit a written statement explaining why he or she was impeded from taking a rest period to his or her General Manager within two (2) working days after the missed rest period

occurred. 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.

Employees who work up to eight (8) to ten (10) continuous hours will have no more than one (1) hour of break time deducted. Employees who work ten (10) to twelve (12) continuous hours will have no more than one and one half (1 1/2) hours of break time deducted.

There is no paid travel time for lunch. Lunches begin at the last drop prior to lunch and end at the first pickup after lunch. Employees must take lunch as required up to the maximum amount stated herein. On some days, due to system demand, an employee may not receive a lunch break and in this event there will be no time deducted. A lunch break, if granted, is a minimum of thirty (30) minutes.

Section - 2 - California Meal Waiver: The Company will comply with state laws concerning meal periods, which provides for at least a thirty (30) minute unpaid meal period for a work period of more than five (5) consecutive hours and a second meal period of at least thirty (30) minutes for a work period of more than ten (10) consecutive hours. The Company and the Union agree that these meal periods may be waived when employees' work periods of not more than six (6) hours will complete the day's work or when the employees' total hours worked for the day is no more than twelve (12)-hours and the first meal period was duty-free. It is agreed between the Company and the Union that given the nature of the work drivers in the bargaining unit perform, they may not be relieved of all duty. Therefore, the Company and the Union agree the bargaining unit members may receive a paid meal period rather than a duty-free meal period. At any time, an individual bargaining unit member, in writing, may revoke the meal waiver or on-duty meal period agreement. Any and all disputes regarding the application of meal periods shall be subject to the grievance procedure.

## **ARTICLE 19 - COMPLETE AGREEMENT**

Section 18.1 - Sole Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the

Company.

Section 18.2 - Waiver of Bargaining During Term. Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

## **ARTICLE 20 - AUTHORIZED DEDUCTIONS**

Section 19.1 - Credit Union: At the Employer's option the Employer agrees to a payroll deduction program to the participating Credit Union or bank of their choosing, provided the Employer has received from each employee on whose account such deductions are made, a written payroll deduction assignment authorizing such deductions. Deductions pursuant to such authorization are to be made each payroll period in the amount indicated on the deduction authorization. Payroll deduction authorizations shall be subject to revocation at any time by means of a separate authorization from the employee. Until such authorization is revoked, the Employer shall remit to the participating Credit Union or bank the amount deducted pursuant to such authorization during each month not later than the end of such month with a written statement of name and account number of the employees for whom the deductions were made and the amount of each deduction.

Section 19.2 - D.R.I.V.E: The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employees paycheck. The Company shall remit all DRIVE money to the proper location not later than the twentieth (20th) day



of the month following the date on which the money was deducted from the employee's paycheck.

Section 19.3 - Non-Liability Clause: It is understood that the Employer will not be liable or assume any responsibility except to deduct and forward such deductions to the Credit Union.

## **ARTICLE 21 - ITEMIZED STATEMENTS**

The Company shall furnish each employee with a check stub indicating earning and deductions, specifying hours paid, straight time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check.

The Company will make every reasonable effort to provide transmittals to each employee by close of business each Monday. It is understood by the parties that transmittals may be late due to certain circumstances (eg. Holiday weeks, payroll system malfunction, employee error, etc).

## **ARTICLE 22 - JURY DUTY**

Full-time employees shall be released from work on the workdays serving on jury duty. An amount equal to eight (8) hours of straight -time wages will be paid for the first day of called jury duty if the employee misses scheduled work that day. Subsequent days are unpaid. Upon release from jury duty the employee must notify the Company of his or her release and return to work if required. The employee will be permitted to keep juror fees received. The employee shall provide the employer with court documentation showing attendance for any Jury Duty before payment for jury service will be issued.

## **ARTICLE 23 - FUNERAL LEAVE**

Section 22.1 - Eligibility: Full-time non-probationary employees shall become eligible for funeral leave benefits following six (6) full months of service with the Company. In the event of a death in the immediate family (father, mother, father-in-law, mother-in-law, grandparent or grandchild, wife, husband, domestic partner, brother, sister, son, daughter, stepchild), all eligible regular full-time non- probationary employees with six (6) full months of service to the Company shall be entitled to up to three (3) days leave with pay for missed work. The compensable

day or days must fall within the employee's regular scheduled workweek. Funeral leaves shall be paid upon receipt of satisfactory proof provided by the employee, such proof including, if so required, a notarized statement that such funeral occurred.

Section 22.2 - Funeral Pay Calculation: Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay, and shall be paid for 8 hours per day. Time paid for funeral leave will not be counted toward the computation of overtime pay.

## **ARTICLE 24 - LEAVES OF ABSENCE**

A. Personal Leave: Non FMLA: Leaves of absence may be granted at the Company's discretion for up to thirty (30) calendar days within any twelve (12) month period. At the Company's discretion, a personal leave may be extended by up to 30 days within the 12 month period. Employees shall be required to utilize all available vacation time in excess of 40 hours during a non FMLA leave, excluding previously scheduled vacation time. Said leave may be granted at the Company's discretion to non-probationary employees with one (1) year or more seniority, upon receipt of a written request from the employee stating the reason for the requested leave. If the leave request is due to the employee's own medical condition, the employee must provide a medical certification prior to returning to work. If the employee is returning to a safety sensitive position, and has been out for more than 90 consecutive days, the employee must take a pre-employment drug test. In addition, if the employee is returning to a safety sensitive position he/she may be required to undergo a physical examination at MV's expense.

B. Disability Leave: The Company will comply with the provision of the Family and Medical Leave Act of 1993.

C. Military Leave: The Company will comply with provisions of the Veteran RE-Employment Rights Act.

D. Request for Leave: A request for leave of absence must be made two (2) weeks in advance when possible, in writing by the employee and approved in writing by the Company. In cases of emergency, the employee must present proof of such emergency.

E. Misuse of Leave: An employee using a leave of absence as a subterfuge, or accepting employment elsewhere while on leave of absence will forfeit seniority rights and will be terminated from employment. Employees that do not return for their assigned duties upon expiration of the leave of absence will be terminated.

F. Union Leave: The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the Union to serve on official Union business for a period not to exceed thirty (30) calendar days. Request for such leave must be submitted in writing to the Company at least forty-eight (48) hours in advance of the leave requested by the Union, specifying the length of time off. The Union agrees that Union Leave may be denied, when the granting of that leave will result in the disruption of the Company's Operation due to lack of available employees as determined by the Company.

## **ARTICLE 25 - TRANSFER RIGHTS**

Section 25.1 - Transfer out of any Division listed in Article 2. An employee may transfer to another MV Transportation Division if the employee is accepted by the General Manager of that Division. The General Manager, or designee, shall notify the employee whether the transfer has been accepted or rejected.

Section 25.2 - Transfer into of any Division listed in Article 2. An employee accepted for transfer shall begin to accrue site seniority beginning from the date the employee begins work at the Division. The transferring employee shall retain Company seniority from the other location for purposes of wage progression and benefits. It is generally understood that the employee's wages will remain at the same rate until the contract catches up with the employee's wage rate if he/she is making more than the current scale. However, the Employee's new wage rate shall be agreed upon before any transfer takes place. If he/she is making less than the current scale the transferring employee will be brought to scale.

Section 25.3: All employment referred to in this Article shall be subject to the qualifications of the affected employee.

## **ARTICLE 26 - SANITARY CONDITIONS**

The Company agrees to maintain at all Paramount Division Facilities, a clean sanitary washroom, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.

## **ARTICLE 27 - PARKING**

Employees will be allowed to park their personal vehicle on Company property if spaces are available. If no spaces are available, the Company will make other suitable arrangements. Employees will only be able to use designated employee parking areas for their personal vehicles. Employees will park at their own risk.

## **ARTICLE 28 - BONUS/INCENTIVE PROGRAMS**

Section 28.1 Program Implementation: The Company may, from time to time establish bonus/incentive programs for safety, maintenance employee retention, etc. These bonuses may be ongoing or may only be offered for a period of time as determined by the Company. When qualified to participate, certain bonuses may be pro-rated for part-time employees. The Company reserves the right to discontinue bonus/incentive programs at any time without notice or negotiation with the Union.

## **ARTICLE 29 - SAVINGS CLAUSE**

Section 28.1 - Validity of Provisions. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State or Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 28.2 - Renegotiation. If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 28.3 - Living Wage Ordinances. This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemptions.

## **ARTICLE 30 - DURATION**

Section 29.1 - Effective Date: This Agreement shall be in force and effect from July 1, 2017 through 12:00 midnight June 30, 2020.

Section 29.2 - Renewal: It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section I of this Article, and that all of the terms of such successor Agreement be agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section I of this Article to allow for a settlement to be reached.

IN WITNESS THEREOF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their signatures.

FOR THE COMPANY  
MV Transportation, Inc.

FOR THE UNION  
Teamsters Local 848,  
Wholesale Delivery Drivers,  
Salespersons, Industrial  
And Allied Workers

*a*      *S,*

Michael Hulce  
Director of HR & Labor Relations

*[Signature]*

Eric Tate  
Secretary-Treasurer

Date *6/14/2018*

*6?1qj;y*  
Date

**APPENDIX "A" - WAGES**

| MV Paramount "A" Mechanics |              |          |          |          |
|----------------------------|--------------|----------|----------|----------|
| Current Rates              | Ratification | 1/1/2018 | 1/1/2019 | 1/1/2020 |
| \$29.40                    | \$30.40      | \$31.00  | \$32.00  | \$33.00  |
| \$28.64                    | \$29.64      | \$31.00  | \$32.00  | \$33.00  |
| \$25.00 & New "A"          | \$26.00      | \$26.50  | \$28.00  | \$31.00  |

| MV South "B" Mechanics |              |          |          |          |          |
|------------------------|--------------|----------|----------|----------|----------|
| Current Rates          | Ratification | 1/1/2018 | 1/1/2019 | 1/1/2020 | 6/1/2020 |
| New Hires              | \$21.00      | \$22.00  | \$24.00  | \$26.00  | \$26.00  |
| \$21.00                | \$22.00      | \$23.00  | \$25.00  | \$27.00  | \$28.00  |
| \$22.02                | \$23.00      | \$24.00  | \$25.00  | \$27.00  | \$28.00  |
| \$23.00                | \$24.00      | \$24.50  | \$25.50  | \$27.00  | \$28.00  |
| \$23.07                | \$24.00      | \$24.50  | \$25.50  | \$27.00  | \$28.00  |

| MV South Utility Workers |              |          |          |
|--------------------------|--------------|----------|----------|
| Current Rate             | Ratification | 7/1/2018 | 7/1/2019 |
| \$10.50 & New Hires      | \$11.00      | \$12.00  | \$13.00  |
| \$10.98                  | \$12.00      | \$13.00  | \$14.00  |
| \$11.17                  | \$12.00      | \$13.00  | \$14.00  |
| \$12.28                  | \$13.00      | \$13.50  | \$14.00  |

| MV South Parts Clerk |              |          |          |
|----------------------|--------------|----------|----------|
|                      | Ratification | 7/1/2018 | 7/1/2019 |
| Parts Clerk          | \$13.50      | \$14.00  | \$14.50  |

*Section 2 - Effective Dates:* An employee scheduled to receive an increase in his/her straight-time hourly rate of pay as provided in Section 1 shall receive such increase commencing on the first ( 1 ") day of the first (1.<sup>5</sup>) pay period occurring on or after the wage table date on which the increase is effective. Eg. Ratification, January 1<sup>st</sup> or July 1<sup>st</sup>

*Section 3 -- Hourly Work Non-Pyramiding:* No employee shall receive more than one times the applicable straight time/overtime rate for any given period of time worked . For example: An employee attends a safety meeting while on standby. That employee would not be paid

2 hours or the safety meeting and 2 hours for the standby (4hours). The employee would only be paid for the 2 hours actually worked and/or for their guaranteed hours

## **APPENDIX "B" - BENEFITS**

### **401 (K) PLAN -TEAMSTER PENSION PLAN**

#### Teamsters SIP 401K Plan:

On the first day of the first full pay period after 10/20/2017 or On the first of the month after six (6) months of employment with the Company the employer will offer an optional 401K savings plan for all employee's.

#### TEAMSTERS PENSION PLAN

January 1, 2018 the Company shall contribute ten cents (\$0.10) per hour for each hour for which compensation is paid. Beginning July 1, 2018, the Company shall contribute twenty-five cents (\$0.25) per hour (an additional \$0.15 from what was contributed in January 2018) for each hour for which compensation is paid. Beginning July 1, 2020, the Company shall contribute fifty cents (\$0.50) per hour (an additional \$0.25 from what was contributed in July 2018) for each hour for which compensation is paid.

|                 |                                  |
|-----------------|----------------------------------|
| January 1, 2018 | \$0.10 for each hour compensated |
| July 1, 2018    | \$0.25 for each hour compensated |
| January 1, 2020 | \$0.50 for each hour compensated |

#### Remittance of Pension Wages:

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The employer agrees to abide by such rules as may be established by the trustees of said trust to facilitate the determination of the *hours* for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on accounts of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

## PAID HOLIDAYS

Section 1 - Enumerated Holidays: Each full-time, non-probationary employee shall receive pay for each of the following holidays:

|                  |               |
|------------------|---------------|
| Independence Day | Labor Day     |
| Thanksgiving Day | Christmas Day |
| New Years day    | Memorial Day  |
| Presidents Day   |               |

Section 2 - Holiday Eligibility: Each full-time non-probationary employee will be eligible for the above holidays has completed one full year of employment with the Company. And that he is on the job and available for work throughout his last scheduled work day before and throughout the first scheduled work day after the holiday even though in a different work week unless excused in writing by the Company. In order to qualify for Holiday pay, an employee must work their regularly scheduled shift immediately before, and after, the Holiday.

Section 3 - Holiday Pay: Holiday pay will be paid at eight (8) hours per day.

Section 4 - Pay for Holiday Work: Any work performed on the above holiday will be paid in addition to the holiday pay at the employee's base hourly rate. Time paid for Holidays will not be counted as hours worked the computation of overtime pay.

## SICKLEAVE

Employees shall receive three (3) sick days (24 hours) of sick leave each year in accordance with the California Paid Sick Leave Act. As provided for in the law, no attendance points will be assessed for use of these three sick days.

## HEALTH INSURANCE

The Company shall provide **HDHP** group health, group dental and group vision insurance for all qualified employees. For purposes of this Article, a "qualified Employee" is defined as an employee who is performing work covered by the terms of this Agreement and who meets the eligibility definition in the Affordable Care Act which is approximately working an average of thirty (30) hours a week. These Plans shall be administered in



accordance with respective Plan provisions, and under the requirements of the Patient Protection and Affordable Care Act (PPACA) or other subsequent governing health care law.

Employees who work an average of thirty (30) hours per week as calculated under PPACA guidelines, shall be eligible for the group medical plan, the group dental and group vision insurance plans the first of the month following sixty (60) days of continuous employment.

For participating employees in the group medical plan, the Company shall continue to pay employee/employer percentages for medical, Dental, and Vision in effect on July 1, 2017.

Beginning June 1, 2018, the employee/employer cost sharing for medical, dental and vision shall be as follows:

| Plan Tier            | Employer   | Employee   |
|----------------------|------------|------------|
| <u>Emolovee Only</u> | <u>80%</u> | <u>20%</u> |
| <u>Emnlovee +1</u>   | <u>60%</u> | <u>40%</u> |
| <u>Family</u>        | <u>60%</u> | <u>40%</u> |

Beginning June 1, 2020, the employee/employercost sharing for medical, dental and vision shall be as follows:

| Plan Tier            | Employer   | Employee   |
|----------------------|------------|------------|
| <u>Emnlovee Only</u> | <u>90%</u> | <u>10%</u> |
| <u>Emnlovee +1</u>   | <u>60%</u> | <u>40%</u> |
| <u>Family</u>        | <u>60%</u> | <u>40%</u> |

The Company shall have the right to contribute more than the amount specified in this section in order to comply with the terms of the PPACA.

Regular, full-time employees within the bargaining unit shall be eligible to participate in the Company's group life insurance plans at their own expense consistent with all the Plan's provisions.

## PAID VACATION / PTO

Section 1. Full-time employees shall receive vacation with pay each year, as follows:

- Employees hired before 12/03/2017 shall receive their accrued vacation allotment on July 1st of each year of this agreement.
- Employees hired on or after 12/03/2017 shall receive their accrued vacation allotment on their anniversary date in each year of this agreement.

### Years of Full-time employment    Vacation

|  |           |
|--|-----------|
| After one full year of employment          | 40 hours  |
| After three full years of employment       | 80 hours  |
| After ten full years Maintenance Employees | 120 hours |

### Starting May 1, 2020

|                                       |           |
|---------------------------------------|-----------|
| After twenty full years All Employees | 160 hours |
|---------------------------------------|-----------|

In order to receive full vacation, a full-time employee must have worked at least 1820 hours of his or her scheduled work hours during the year on which the vacation is based. If an employee works less than 1820 hours, his or her vacation will be prorated to the nearest full hour. Work days absent for paid vacation, paid holidays, paid funeral leave, jury duty, FMLA, will be counted as days worked for purposes of this provision.

Each Vacation day shall be paid at 8 hours of the employee's regular straight time rate.

Vacations shall be scheduled in March of each year for the fiscal year beginning April 1. Seniority shall prevail in determining vacation preference. The Company shall determine the number of drivers that may be off at any given time. When the vacation period has been scheduled, the time for taking such vacations shall not be changed unless the change is mutually agreed upon between the employee and the Company.

Section 2. - Holiday during Vacation. Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's

discretion shall be exercised prior to the commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

Section 3. Vacation Bidding. Vacation bids will be posted two (2) times a year, at a time to be agreed to between the Company and the Union. Specific vacation dates will be granted by contract Seniority. Vacation may only be scheduled in blocks of one week when bidding. Bids shall be submitted on a form provided by the Company. Vacations shall be granted on the basis of operational needs as determined by management.

A request outside the bid process for a specific week of vacation must be submitted a minimum of thirty (30) days prior to start of vacation time. The time of submittal shall determine who will be authorized for vacation time outside the bid process.

Except in an emergency, requests for one (1) to three (3) vacation days must be submitted a minimum of three (3) days in advance, and be approved by the immediate supervisor.

Section 4. Cash Out

Employees may cash out vacation in January, April, July, and October of each year of this agreement. In the event of hardship, employees may also cash out vacation in accordance with the Company's Vacation Cash Out policy.

SIGNING BONUS

\$200 for all maintenance employees