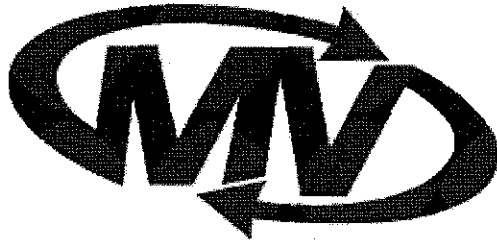


# COLLECTIVE BARGAINING AGREEMENT

*Between*



MV Transportation, Inc.

*And the*

**SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
AFL-CIO, CLC, LOCAL 817**



*representing the*

**MV Transportation Employees  
Salinas Division**

*for the period*

**December 14, 2006 TO December 14, 2011**

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**PREAMBLE**

Both the MV Transportation (herein referred to as the Company) and the Service Employees International Union (SEIU) Local 817 (herein referred to as the Union), agree that the purpose of this Labor Agreement is to ensure that all MV employees be treated with mutual respect, dignity, and fairness. To that end, it is the expressed goal of MV Transportation to use a system of personnel administration that will be unbiased in the recruitment, examination appointment, training, promotion, transfer, layoff, removal, and discipline of employees.

All rules, practices, and policies will be applied equally and impartially. MV Transportation recognizes this to be important for the resolution of employee grievances and disputes.

It is the goal of MV Transportation and Service Employees International Union (SEIU) Local 817, that it is in our mutual interest to foster harmonious labor management relations and to create a work place environment that is healthy, cooperative, supportive and mutually trusting.

The Company and Union further agree that the purpose of the Company organization is to provide public transit service. Both further agree that they shall strive to achieve excellence in the provision of public transit services to Monterey County residents. All clients of the Company organization shall be treated with respect, dignity, and fairness.

This preamble expresses the mutual intent of the parties. It is not subject to the grievance procedure.

**ARTICLE 1.  
PARTIES TO THE AGREEMENT**

This Labor Agreement has been executed by a representative of MV Transportation, hereinafter referred to as the Company, and by a representative(s) of Service Employees International Union (SEIU) Local 817, hereinafter referred to as the Union on December 15, 2006.

**ARTICLE 2.  
NON-DISCRIMINATION IN EMPLOYMENT**

No person applying for employment or employed by MV Transportation shall be unlawfully discriminated against, according to state and federal law, because of race, color, religion, marital status, national origin, ancestry, sex, sexual preference or orientation, pregnancy, parenthood, political affiliation or political belief, physical or mental disability, or Union activity or lack thereof.

**ARTICLE 3.  
AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Labor Agreement, the following authorized agents have been designated:

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- A. Company's principal authorized agent shall be the Labor Relations Director or his/her duly authorized representative.

MV Transportation  
360 Campus Lane, Suite 201  
Fairfield, CA 94585

MV Transportation  
1215 Hansen Street  
Salinas, CA 93901

- B. Union's authorized agent shall be the President, or his/her duly authorized representative.

SEIU Local 817  
334 Monterey Street  
Salinas, CA 93901

SEIU Local 817  
345 5th Street, #14  
Hollister, CA 95023

**ARTICLE 4.  
RECOGNITION**

The Union is recognized as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment for the employees of the production unit as certified by the Monterey County Elections Department, Monterey County, California.

**ARTICLE 5.  
MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the express provisions of this Agreement, the Company has and retains the sole and exclusive right to manage its business including but not limited to the following:

- A. Direct the workforces, including the right to hire, promote, demote, discharge, lay off or transfer any employee, and maintain the discipline and efficiency of its employees.
- B. Reprimand, suspend, discharge, counsel or otherwise discipline employees.
- C. Determine and schedule working hours, allot and assign work, shifts, routes, and overtime.
- D. Close down, reduce or expand the Company's facility or any parts thereof; reduce, alter combine, transfer, amend or cease any operation or service.
- E. Determine the size or composition of the workforce.
- F. Determine the policies, procedures and rule affecting the selection or training of employees.
- G. Determine and implement measures to promote safety and to protect the health and property, including the administration of the Company's drug and alcohol policy.

- H. Make, change, amend and enforce rules, policies and practices not in conflict with the specific provision of this Agreement. The Company issued Employee Handbook dated March, 2006 shall outline all rules, regulations and policies. For purposes of this Agreement, the Handbook Policies concerning attendance, safety, and minor / major rules violations shall apply. Prior to the implementation of any new or revised work rule, regulation or policy, the Company will issue an addendum to the Employee Handbook with a copy given to each employee and the Union at least thirty (30) days, or as soon as practicable prior to implementation subject to Management Rights as outlined in Article 5 of this Agreement. The Company and the Union shall meet and confer on the impact of new rules and revisions. All management rights and powers are vested exclusively in the Company and are not subject to the grievance or arbitration provisions of this Agreement. These rights shall be limited only as specified in this Agreement or applicable state or federal laws.

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 6. UNION RIGHTS**

### **6.1 Representation**

The Union has the exclusive right to represent employees in the representation unit as specified by municipal, state, and federal law. The Union will notify the Company and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

The Union may select up to two (2) persons, in addition to its staff members to act as official representatives and will notify the Company as to those individuals so selected.

Official representatives shall represent the Union in jointly scheduled meetings with the Company to address matters of mutual concern. Union official representatives who are Company employees may utilize time during normal working hours for meeting and conferring and or negotiations with authorized representatives of the Company subject to advance scheduling. Such meetings will normally be scheduled during regular working hours.

### **6.2 Steward Program**

Union stewards shall mean permanent employees within the same bargaining unit, who are members of and are designated by the Union to assist employees for the purposes of processing grievances. The Employee Unit shall select up to four (4) stewards.

Union agrees to notify the Company in writing of the names and titles of the steward(s) representing employees and shall send a copy of such notice to the Labor Relations Director/and or designee. Changes to the listing of stewards will be provided by the Union as

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they occur. Only employees named on the current list will be recognized by the Company as stewards of the Union.

Stewards shall be subject to the following:

- A. Stewards shall be authorized a reasonable amount of time off up to thirty (30) minutes without loss of pay to investigate and present grievances and disciplinary appeal of employees in the area to which the steward(s) are assigned subject to the restriction in I below.
- B. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of the Agreement. No more than one (1) steward may assist in the investigation or processing of a grievance.
- C. Before performing grievance and disciplinary appeal work, the steward will obtain the permission of his/her supervisor and shall report back to his/her supervisor when the grievance or disciplinary work is completed. Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.
- D. After receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off up to thirty (30) minutes during working hours, without loss of time or pay, to investigate and present such grievances and appeals. The immediate supervisor will authorize the steward to leave his/her work whenever the supervisor determines that the steward's absence will not interfere with the work of the unit.
- E. When a steward desires to contact an employee, the steward shall first contact the immediate supervisor of that employee, advise of the nature of the business, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the steward when he/she can reasonably expect to contact the employee.
- F. Stewards shall receive no overtime for time spent performing a function of a steward.
- G. Stewards shall not conduct Union business on Company time, except as specifically authorized by this Labor Agreement.
- H. Stewards shall be responsible for the full and prompt performance of their workload.
- I. Stewards may represent employees against whom disciplinary action is pending subject to the following restrictions:



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1. The steward agrees that the issues which gave rise to the proposed disciplinary action are confidential in nature and will not be discussed with other employees, representatives or the news media, or others who do not have a direct need to know the details of the proposed discipline. The Company may refuse to recognize or to deal with a steward who violates this confidentiality.
2. Management may require that disciplinary representation in a particular disciplinary appeal only be accorded through stewards who are also employees of the same area or by a Union staff representative.

### **6.3 Union Access**

Authorized Union staff representatives shall have reasonable access to work locations in which employees covered hereby are employed for the purpose of transmitting information or representation purposes. Routine contacts not involving the investigation of grievance and disciplinary matters shall take place during non-working hours. Authorized Union staff representatives desiring such access shall first request permission from the appropriate management representative, at which time the authorized representative shall inform said management representative of the purpose of the visit. Said management representative may deny access to the work location if in his/her judgment it is deemed that a visit at that time will interfere with the operations of the facility thereof, in which event said management representative will offer an alternative time and/or location for the visit. In cases where management denies access to a work location and the issue which gives rise to the request for access is one of employee health or safety, then the Company shall provide controlled or escorted access.

The Union shall give to management, and the Labor Relations Director/and or designee, a written list of the names of all authorized Union staff representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union staff representatives on the current list.

### **6.4 Bulletin Board**

Where such space is available, the Company will furnish for the use of the Union, reasonable bulletin board space at reasonable locations. If space is not available on Company bulletin boards, the Union may install, at its own expense, bulletin boards at locations approved by the Management. Union installed boards shall be of reasonable size and construction as approved by the Management. Such bulletin board space shall be used only for the following subjects:

- Union recreational, social, and related news bulletins;
- Scheduled Union meetings;
- Information concerning Union elections or the results thereof;
- Reports of official business of Union including reports of committees or the Board of Directors.

- All material shall clearly state that it is prepared and authorized by the Union.
- Union agrees that notices posted on Company and Union bulletin boards shall not contain anything that may reasonably be construed as maligning or derogatory to the Company or its representatives.

## **6.5 Labor and Management Meetings**

The Union and the Company shall meet quarterly to discuss issues pertaining to the operation, conditions of employment and Labor-Management issues. The purpose of the meetings is to enhance communication in order to maintain and improve Labor-Management relations. Employees attending as Union Representatives during their working hours shall not lose any paid time to attend these meetings.

## **UNION SECURITY**

### **6.6 Union Security**

- 6.6.1 As a condition of employment, all employees covered by this Agreement shall, thirty-one (31) days after the date of execution of this Agreement, or, in the case of new employees, sixty (60) days after date of hiring, become members of the Union and remain members of the Union in good standing in the Union during the term of this Agreement. Reference to the requirement to become and/or remain "members of the Union in good standing" is intended to be limited to the requirement for tendering dues, as that requirement is set forth and has been interpreted under Section 8(a)(3) of the National Labor Relations Act, as amended.
- 6.6.2. No employee shall be obligated to pay dues to the Union until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit. The Company shall notify the Union of new bargaining unit employees, within thirty (30) calendar days of the date the employee is hired.
- 6.6.3. In the event an employee, due to his/her own negligence, fails to apply for or to maintain his membership in the Union, the Union may give the Company written notice of such failure, and the Company, not later than seven (7) days following receipt of such written notice, will remove the employee from all work schedules and refrain from assigning the employee to perform bargaining unit work until he/she returns to good standing with the Union.

### **6.7 Dues Deductions**

- 6.7.1. The Union has the sole and exclusive right to have employee organization membership dues deducted by the Company for employees in the bargaining unit.
- 6.7.2. The Company shall deduct, in accordance with the Union's dues schedule, union dues from the wages of all employees who are members of the bargaining unit. In the like manner, back dues will be deducted where the Union notifies the Company and the

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employee in writing of the amount in arrears. The Union shall advise the Company as to the amount of current monthly dues to be deducted and shall certify that such dues were set in accordance with the Union's Bylaws. The Company shall remit such dues to SEIU Local 817 to the address furnished to the Company by the Union. The Union agrees to update as soon as possible if there is an address change.

- 6.7.3. The Company shall, without charge, pay to the Union upon deduction all sums so deducted.
- 6.7.4. The Company shall upon request from the union, without charge, furnish the Union with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status, and annual salary.
- 6.7.5. The Company shall notify the Union representative if any member of the bargaining unit revokes a dues authorization.
- 6.7.6. If an employee fails to meet the obligation to pay dues after fourteen (14) days upon notice of such failure in writing by the Union to the Company, this shall be considered grounds for the Company to terminate the employee.

## **6.8 Hold Harmless Provision**

The Union agrees to defend, indemnify and hold harmless the Company and its officers, employees and agents against all claims and liability arising out of any actions taken by the Company under this Article, provided that the Company has complied with the terms of this Article, and has timely notified the Union of any proceeding, court, or administrative action against the Company under this Article.

<b>ARTICLE 7. SAFETY</b>
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## **7.1 Work Environment**

The Company recognizes its obligation to provide a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the Company reserves the right to adopt reasonable departmental rules and regulations, which become effective when posted.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor. The Company agrees to provide adequate drinking water at all times for employees.

## **7.2 Health and Safety Committee**

The Company shall establish a Health and Safety Committee. The committee shall consist of equal numbers of Company and employee appointed representatives. Representatives shall be appointed from all employee groups. The Health and Safety Committee can review accidents and injuries and may make recommendations to the Company.

The Union shall appoint its members to the committee. Paid Union officers may attend the safety committee meetings. The committee shall convene quarterly.

## **7.3 Safety Equipment and Clothing**

The Company shall supply employees with any safety equipment, tools, or clothing if required to do so by the State of Ca., Dept. of Labor, or Department of Occupational Health Safety.

# **ARTICLE 8. COMPENSATION**

## **8.1 General Salary Increases:**

8.1.1 Effective December 15, 2006, bargaining unit salaries shall be increased by the amount prescribed in Appendix A of this Agreement, and shall increase accordingly as listed.

# **ARTICLE 9. INSURANCE BENEFITS**

## **9.1 Medical Insurance:**

9.1.1 Medical Insurance Premium Contributions:

A) Employees are eligible to group medical insurance on the 1<sup>st</sup> of the month following completion of six months of continuous employment with the Company. The Company's contribution towards an employee's medical premium shall be as follows:

**\* 12/15/06 - 6 months – 1 year employment: \$75.00. One (1) year plus: \$150.00.**

**\* 12/15/07 - \$25 per month / per employee increase.**

**\* 12/15/08 - \$25 per month / per employee increase.**

**\* 12/15/08 – 12/14/11 – The Company shall pay 75% of Health Insurance premium.**

B) The Company will work with the Union to develop an alternative health insurance plan.

- 9.2 Life Insurance:** The Company shall maintain life insurance coverage for unit employees upon completion of probation at ten thousand (\$10,000) per employee payable to a surviving beneficiary provided that the company's form is signed and on file.

## **ARTICLE 10. HOURS OF WORK AND OVERTIME**

- 10.1 Regular Workday and Workweek:** The regular workday will be determined by the requirements of the transportation schedule developed by the Company and/or its customers. In the event there is a change in a workweek schedule the Company will give as much advance notice as operationally feasible. Full time employees shall be employees who work 35 or more hours a week.

- 10.2 Overtime Defined:** Overtime is any work in excess of forty (40) hours per week for drivers. All other employees are covered under California State Law, which pays at a rate of 1-½ hours for every hour worked at an employee's regular rate of pay for any time after eight hours of work.

10.2.1 Unless regularly scheduled, management must approve overtime hours.

10.2.2 Overtime shall be assigned based on an employee's seniority in the classification that is scheduled for overtime. When overtime is scheduled, senior employees shall have the option to work or decline the overtime. For operational needs the junior employee(s) shall be required to work the overtime.

- 10.3 Overtime Compensation:**

10.3.1 Overtime shall be compensated at the rate pay of one and one half (1 ½) hours for every hour worked at an employee's regular rate of pay.

- 10.4 Minimum Callback:** Employees called into work for hours not contiguous to their regular work schedule shall receive a minimum of two (2) hours compensation for each call in. Employees who are called back to work and who refuse work that they were otherwise not called back to work for, shall, for the purpose of this provision, have waived the two (2) hours minimum call back pay if their time is less than two hours.

## **ARTICLE 11. TRAINING**

The Company shall provide adequate training where required to all employees, particularly drivers, in order that they can perform their jobs in the most efficient and safe manner. In addition, the Company shall pay for any driver training required under law in order to perform their job duties and

responsibilities. The Company shall provide compensation for any travel time related to special training. The Company will continue to offer a payroll deduction plan to assist drivers acquire any needed licenses and certifications.

## **ARTICLE 12. SENIORITY**

- 12.1 Company Seniority:** Company seniority will consist of an employee's continuous service with the Company since his/her most recent assignment as a bargaining unit employee, including continuous service commencing with a predecessor company, and will not be broken except as provided in this article.
- 12.2 Classification Seniority:** Classification Seniority will consist of the total length of employment that an employee has in the job classification that they occupy since his/her date of entry into that classification.
- 12.3 Division Seniority:** Shall establish the date the employee began work in a location (division). Division seniority will define the employee's status for the purpose of shift bidding and vacation requests.
- 12.4 Layoffs:** In the event that the Company should determine that layoffs are necessary the principle of seniority, the length of continuous service with the Company, will be applied, provided the senior employee possess the qualifications and proper certification at the time of the layoff to perform the work. Seniority will also apply in cases of recall of laid off employees when work becomes available. Laid-off employees will be given a maximum of five (5) days from the date of postmarked to answer written notice of recall sent to the employee's last know address, and will return to work when notified or will be considered quit.
- Reduction of Work:** Where operationally feasible, management shall make accommodations to senior employees in hours of work and driver's route when there is a reduction of work and hours. The Division Manager shall offer to senior employees what work is available to meet those operational needs.
- 12.5 Transfers and Promotions:** Seniority will apply in cases of transfer or promotion from one job to another job whenever job openings exist with the bargaining unit.
- 12.6 Qualifications:** In all situations in this article, employees must be qualified and be in possession of the proper certifications to perform the available work in order to exercise seniority rights.
- 12.7 Termination of Seniority:** Seniority will be terminated by:
- a. Discharge
  - b. Voluntary quit
  - c. Twelve (12) consecutive months of layoff

**12.8 Seniority List:** The Company agrees to post a current seniority list at the beginning of January and June of each year.

**12.9 Division Transfer:** Any current employee of MV Transportation that is permitted to transfer into this division from another location shall maintain company seniority for the purposes of establishing a rate of pay and benefits for said employee and will also be given a division seniority date for establishing bidding rights within this division. Conversely, the same would hold true for any current employee covered by this agreement transferring outside to another MV Transportation location.

With respect to divisional transfers; all transfers must be mutually agreed to by both affected General Managers. Furthermore, any costs associated with any transfer shall be the responsibility of the employee.

### **ARTICLE 13. REVENUE CONTRACT TO PREVAIL**

**13.1 Termination of Transportation Services Contract:** If the transportation services contract between MVT and Monterey County / Salinas Transit, (MST), to provide service terminates for any reason, the rights and obligations of this agreement shall also terminate at that time, provided that the parties to this agreement may continue to resolve disputes pending at the time of termination including arbitration. If MST awards a contract for the services now provided by MVT to another transportation provider, MVT will notify the union of the name, address and representation of such other transportation provider, if known.

**13.2 Rights of Customers:** Nothing in the agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by MVT to MST or the passengers nor the rights and privileges of MST under the transportation services contract referenced in Section 1 of this article.

### **ARTICLE 14. LEAVES**

**14.1 Sick Leave:** Sick leave shall be considered as approved leave off for employees who have earned it under the provisions outlined in Article 18 and who have approved scheduled time off by management.

**14.2 Vacation:** Vacation credit for eligible (full-time more than one year) employees is earned each month on a proportionate basis based on the percent of time or number of hours on pay status for that month at a rate determined by the length of qualifying service. Employees must be on pay status at least one-half of the working hours of a month to earn vacation credits for that month.

A. **Accrual:** Vacation credit will be earned by an eligible employee on pay status beginning the first of the month during which the required qualifying service is completed, at the following rates:

1. Full time employees start to accrue vacation on the first day after their first year at the rate of 3.33 hours per month.
2. The accrual rate increases to 6.66 hours per month after three years of full time employment.
3. The accrual rate increases to 10 hours per month after five (5) years of service.
4. Vacations shall be scheduled based on seniority. Employees shall make every effort possible to give advance notice to the Company for vacation requests. Each year commencing January 1 through March 31 all employees shall submit their vacations requests for the year. After March 31<sup>st</sup> senior employees shall be granted the vacation requests provided it is operationally feasible. Any requests submitted after March 31<sup>st</sup> shall be on a first submittal basis.
5. Employees shall be allowed to cash out vacation hours in excess of 120 hours.

### **14.3 Family and Medical Leave Laws:**

14.3.1 The Company and the Union agree to be bound by the state and federal family and medical leave laws. The employee will be granted a leave of absence pursuant to the eligibility requirements provided for in the laws.

14.3.2 However, notwithstanding the above, the Company will allow as many employees as operationally feasible to take approved leave off when the request is submitted in advance and allows the Company to accommodate requests for time off by more than one employee at the same time.

**14.4 Bereavement Leave:** The Company shall provide time so that individuals attending to a death in the immediate family shall be allowed up to three (3) days of paid bereavement leave. Immediate family will be defined as the employee's current spouse, domestic partner, mother, father, son, daughter, sister, brother, and current mother-in-law/father-in-law; or grandchildren living under the custody of the employee if the employee is the legal guardian of the grandchild. The name of the domestic partner must be registered in advance with the General Manager, using a form provided by the Company. Additional days off without pay, may be requested for extenuating circumstances. The Company can request verification of death (i.e. obituary or copy of death certificate) from employees exercising their rights under this provision.

**14.5 Personal Leave:** Employees who wish to take a personal leave of absence must put their request in writing and submit it to the location General Manager. Leaves will be responded to in writing by the Company, and those that are approved will contain the beginning and ending dates of the leave. A request for an extension of leave must be in writing by the employee and approved by the Company.

**14.6 Voluntary Furloughs:** The Union and Company have agreed on a voluntary furlough program whereby employees may volunteer for time off in lieu of a layoff or a reduction of work hours.



- 14.7 Union Leave:** Employees who give the Company notice, who need to be absent from work due to union business shall, upon approval from the General Manager or his/her designees, be granted that unpaid leave. No more than two employees shall be granted time for the same leave and that leave shall not exceed one week.

<b>ARTICLE 15. GRIEVANCE PROCEDURE</b>
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**15.1 Grievance Defined**

- A. A grievance means a claim that the Company has violated an express, specific provision of this Agreement. An employee or the union can file a grievance. If any disagreement between the parties arises over the application or interpretation of this Agreement, the employees, the Union and the Company agree that the procedure outlined below shall be utilized for such disputes.
- B. A sincere endeavor will be made by all parties to dispose of grievances arising out of differences between employees and the Company before a written grievance is filed. This provision does not however, obligate either the Company or Union to waive its rights under this Article.
- C. Saturdays, Sundays, and Holidays shall be excluded in the calculation of the time limits provided in this Article. Such time limits may be extended by agreement between the parties.
- D. The grievance must set forth the name of the employee, nature, details, date of the alleged violation, Article and Section of this Agreement claimed to have been violated. The employee must present the written grievance to the General Manager or his/her designee within seven (7) working days following the occurrence out of which the grievance arose or when it first became known to the grievant or union. Failure to present the grievance within seven (7) working days will be deemed a waiver of the grievance. No grievance shall be entertained or considered unless it is presented in writing to the Company within the proposed time limits signed by the affected employee or union. For the purposes of meeting timetables when a management representative is not present to receive the grievance the grievance can be time stamped and placed in the General Manager's office or mailbox.
- E. There shall be no restraint, interference, coercion, discrimination or reprisals against any employee for exercise of any rights under the grievance procedure.
- F. A copy of the approved grievance form is attached (Appendix B).

**15.2 Step I:**

15.2.1 Such grievance will be presented in writing to the General Manager or his/her designee. Within seven (7) working days of receipt of the grievance, a meeting will be held between the employee and the General Manager. A representative of the union will accompany the employee in the capacity of representation. If the General Manager or his/her designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his/her designee will provide a written answer to the Union within seven (7) working days after the date of the meeting.

**15.3 Step II:**

15.3.1 If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Regional Manager or his/her designees within seven (7) working days after it receives written decision at Step I. Failure of the Union to request Step II within seven (7) days of the Company's written decision at Step I shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

15.3.1.1 The Regional Manager or his/her designee, the grievant and a representative of the Union will meet within seven (7) days after the date of the referral.

15.3.1.2 If the parties are unable to arrive at a satisfactory settlement during the meeting, within seven (7) days of the meeting, the Regional Manager or his/her designees will provide a written answer to the Union.

**15.4 Step III:**

15.4.1 If the grievance is not resolved in Step II, the Union must refer the grievance in writing to the Director of Human Resources or his/her designee within seven (7) working days after it receives written decision at Step II. Failure of the Union to request Step II within seven (7) working days of the Company's written decision at Step II shall constitute a waiver of the grievance procedure. Upon receipt of the written Step II grievance:

15.4.1.1 The Director of Human Resources or his/her designee, the grievant and a representative of the Union will meet within seven (7) working days after the date of the referral.

15.4.1.2 If the parties are unable to arrive at a satisfactory settlement during the meeting, within seven (7) working days of the meeting, the Director of Human Resources or his/her designee will provide a written answer to the Union.

**15.5 Step IV: Arbitration**

15.5.1 If the grievance has been properly processed through the previous steps of the procedure and not resolved, the appropriate Union representative may appeal the grievance to arbitration. The Union representative shall notify the Director of Human Resources, in writing, within thirty (30) calendar days following receipt by the employee of the written answer at Step III.

12/15/06 - 12/14/11 Labor Agreement BETWEEN MV Transportation  
AND Service Employees International Union (SEIU) Local 817

- 15.5.2 Within fourteen (14) calendar days following the receipt of the notice of appeal to Step IV, a meeting shall be arranged by the Director of Human Resources with the appropriate Union representative to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. If the parties are unable to agree upon the issue, or issues, each party will prepare its statement of the issue, or issues, and jointly submit the separate statement of issue, or issues, to the arbitrator for determination.
- 15.5.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the American Arbitration Association (AAA) to provide a list of seven (7) persons qualified to act as arbitrators.
- 15.5.4 Absent the parties reaching a stipulation as to an arbitrator, within five (5) working days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternatively strike one (1) name from the list until only one (1) name remains, and that person shall be the arbitrator.
- 15.5.5 The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written opinion and reasons for the opinion as soon after the hearing as possible. The arbitrator's opinion shall be final and binding on both parties, and shall be limited to the issue, or issues, involved. Either party may elect to have representation by legal counsel for those arbitration hearings.
- 15.5.6 The opinion shall be sent to the Director of Human Resources and to the employee and appropriate representative of the Union.
- 15.5.7 The parties agree each party shall pay for the time and expenses of its representatives and witnesses and shall contribute equally to the fee and expenses of the arbitrator and arbitration hearing.
- 15.5.8 The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with.

## **15.6 Disciplinary Grievances**

- 15.6.1 Employees must be disciplined for just cause. Before an employee is discharged or suspended by the Company, there shall be a meeting arranged immediately between the General Manager for the Company and the highest available official for the Union to discuss the circumstances surrounding the discharge or suspension.
- 15.6.2 When an employee is discharged or suspended the Union shall, within three (3) working days, receive written notice for such discharge or suspension.

## **15.7 General Provisions of Grievance Procedure**

15.7.1 The Union agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation, except where the law does not require the exhaustion of administrative remedies, until the provisions of this grievance procedure, including arbitration, have been utilized and completed.

15.7.2 Working days as used in this Article shall be defined as the regularly scheduled working days of the employee, or the authorized representative of the Union, filing or appealing the grievance and the regularly scheduled working days of the appropriate representative of the Company responsible for replying to the grievance.

15.7.3 The parties hereby agree that an arbitrator's award issued pursuant to this grievance procedure shall be considered a judgment and the arbitrator's opinion shall be final and binding on both parties and shall be on a non-precedented basis.

**ARTICLE 16.  
SAFETY BONUS**

The Company agrees to maintain the Safety Bonus Program that was in effect at the signing of this Agreement. Said Program shall remain in effect for the life of this Agreement.

**ARTICLE 17.  
NON-BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK**

Supervisors and the Trainer may not do the work of the bargaining unit, particularly the drivers, except under following the conditions:

- a. Instructing a worker or driver, and
- b. Doing necessary work when operational difficulties, i.e. emergencies, require it.

**ARTICLE 18.  
SICK LEAVE**

Employees shall be eligible for four (4) hours of sick pay for every calendar month of scheduled working days without any attendance violations, up to a maximum of six (6) days annually. Employees with approved time off leave must work a minimum sixteen (16) days in that calendar month. Sick pay may not be cashed in. Sick pays may not be carried over from year to year. Sick Pay will not be used for the purposes of calculating over time. Sick pay will not be paid out upon termination Sick Leave will not be considered approved time off. All full time employees that are not in probationary status are eligible for this sick pay benefit. Employees may donate any sick pay that they have earned to another eligible employee for the purposes of assisting a fellow employee during a time of hardship.

## **ARTICLE 19. HOLIDAYS**

The following days shall be designated as paid holidays. Employees having to work on these days shall receive their regular rate of pay in addition to the holiday pay. Employees are eligible for Holidays after one year of continuous service. Employees must work their scheduled day before and after a holiday in order to receive Holiday pay.

19.1 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, subject to approved scheduling by management.

## **ARTICLE 20. ROUTE ASSIGNMENTS**

**20.1 Driver's Routes:** Drivers will be assigned routes based on a driver's seniority. Shifts/Routes shall be picked by seniority as described in the following section:

### **20.2 Bid Shift Procedures**

**20.2.1** All runs will be selected by company seniority for those operators in the driver classification at the time of the bid.

**20.2.2** Bids will be conducted at least twice a year at six-month intervals.

**20.2.3** The runs will be posted for three days before bidding and they will list the approximate hours and the run assignment on the sheet.

**20.2.4** Each employee in the order of their seniority shall select their route before they sign the run sheet. Once employee signs he/she shall be assigned to that route.

**20.2.5** Employees that elect to bid on a driver operator position that is open, shall upon successfully completing the bid process as outlined in Article 25 of the Agreement for Drivers, shall have selection rights for route and shift only after incumbent drivers have selected routes based on provisions a through d above. At the next scheduled bid process for driver routes their selection rights would be as outlined in paragraphs a through d above.

### **20.2.6 Special Bids:**

**20.2.6.1** Runs that become permanently open i.e. Promotion, Transfer, discharge, quit or other, shall be handled in the following manner:

- A. Open route only, shall be put up for bid following the bid procedures described above.
- B. The bid procedure will continue for the next open route (vacant due to the previous bid in A.) affected by this process.
- C. The third open route that is affected by this process will remain open and filled at management's discretion until the next master re-bid.

- 20.3** The Company will allow drivers to voluntarily switch their routes as long as the transit operation is maintained and with prior approval from management.
- 20.4** Employees out on an approved protected leave shall be entitled to return to the route they held prior to the leave. The Division Manager has the discretion to fill the temporary vacancy until the return of the employee who is out on leave. Should the employee be out on leave during a master re-bid, their route selection shall be made by proxy for a new route assignment.

**ARTICLE 21.  
GENERAL PROVISIONS**

- 21.1 Upon termination of MV Transportation's contract with MST, any accrued employee benefits shall be payable upon termination. In addition, the Company agrees to comply with County, State, and Federal laws in regards to employees' rights and entitlements upon termination of employment with MV Transportation.
- 21.2 The Company's Drug and Alcohol Policy revised January 1, 2005 has been reviewed by the Company and the Union. Such provisions are expressly made a part of this Agreement. Furthermore, it is agreed that Voluntary Rehabilitation language in the Policy is intended to protect an employee's job should an employee utilize that section of the Policy.

**ARTICLE 22.  
PENSION BENEFITS**

The Company shall provide a 401 (k) Retirement Savings Plan to full time employees. The Company shall match \$.10 for every dollar an employee contributes to this plan up to six (6) percent of an employee's annual salary. Employees are eligible to participate after six (6) months of continuous employment with the Company.

**ARTICLE 23.  
REVISED AND/OR NEW JOB DESCRIPTIONS**

The Company will provide notice to and, upon request, meet and bargain with the Union prior to implementation of new or revised job descriptions.

**ARTICLE 24.  
REST AND LUNCH PERIODS**

MV Transportation employees shall receive the following rest breaks and lunch period:

- 1) Two (2) rest periods of not more than fifteen (15) minutes shall be normally granted during an eight (8) hour shift. Three (3) rest periods of not more than fifteen (15) minutes may be granted at the discretion of the department head during a twelve (12) hour shift. A part-time employee shall normally be granted one fifteen (15) minute rest

period for each work period of four (4) hours or more, not to exceed two (2) rest periods per day.

- 2) Lunch periods of up to one-half unpaid hour shall be provided to employees working at five (5) or more hour shifts. Lunch breaks will be taken at times where operations are not compromised. Employees may wave their lunch break with written notice to Division Manager.

## **ARTICLE 25. HIRING PROCEDURES/PROMOTIONS**

The Company shall provide to employees all existing policies/procedures on the posting of vacancies and promotional opportunities.

- 25.1** MVT agrees that members of the Union shall be permitted to bid on jobs within the bargaining unit, based on union company wide seniority, when there are such openings and provided they are qualified within the standards established by MVT. All job openings will be posted with job descriptions and minimum requirements and it is the employee's responsibility to apply in writing to the manager within the posted time limits. The company shall make every effort to accommodate an employee's seniority, however selection will be based on the best qualifications for the open position
- 25.2** All employees entering a new position shall be provided the tools and resources needed to perform the job in an efficient and safe manner.
- 25.3** Drivers shall receive the required training to perform their job in an efficient and safe manner.

## **ARTICLE 26. PART-TIME EMPLOYEES**

Part-time employees shall be employees who work less than thirty-five (35) hours a week. For the purpose of seniority part-time employees shall be behind full time employees when it comes to assigning full time work schedules. Part-time employees shall have four (4) paid Holidays. Employees who work more than thirty-five (35) hours a week for more than ninety (90) consecutive calendar days shall be considered full time employees and subject to the benefits that apply for full time employees. If full time employees work less than thirty-five (35) hours for more than ninety (90) calendar days, they shall be considered part time employees until they resume their full time status.

## **ARTICLE 27. ADDITIONAL REVENUE FROM LOCAL TRANSIT AUTHORITY**

The Union agrees to work with MV Transportation to secure additional funding during the terms of the contract between the Company and MST. Should the MV Transportation obtain a higher increase from MST in any year and the option years, that increase will be passed along to the employees covered by this agreement.

**ARTICLE 28.  
PROBATIONARY PERIODS**

All employees hired into shall serve an initial probationary period of ninety (90) days. The Company, at its option, can extend a probationary employee for additional thirty (30) days upon written notice to the employee. Such written notice shall include reasons for the extension and identify areas of improvement the employee must make.

**ARTICLE 29.  
NO STRIKE, NO LOCKOUT**

The Union agrees that during the term of this Labor Agreement neither it nor the employees it represents will engage in, encourage, sanction, support, any job or other actions, or strike which would involve suspension of or interference with normal work of Company operations.

In the event of any job actions as described above, the Union will immediately notify involved employees that the action(s) is in violation of this section, and direct them to cease the action(s).

The Company agrees that it will not lock out its employees for the duration of this Agreement.

**ARTICLE 30.  
FULL UNDERSTANDING, MODIFICATION & WAIVER**

This Labor Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Labor Agreement. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the term or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by MV Transportation and SEIU Local 817. The waiver of any breach, term, or condition of this Labor Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.



**ARTICLE 31.  
SAVINGS PROVISION**

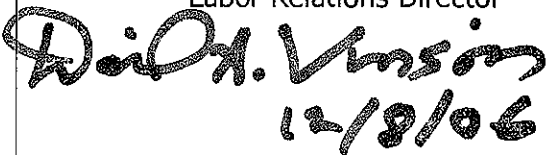
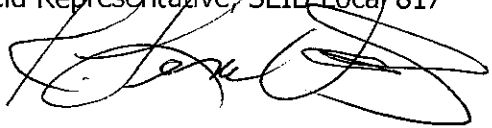
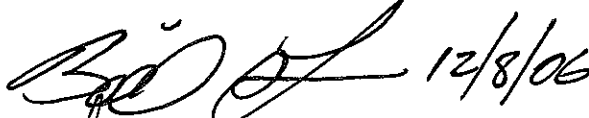
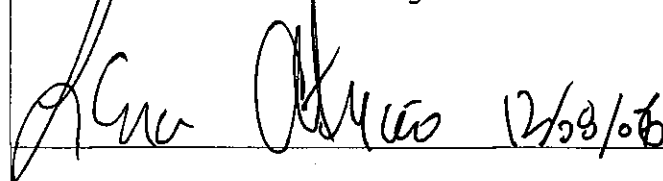
If any provisions of this Labor Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or an agency of the State and/or Federal Government, but all other provisions will continue in full force and effect.

**ARTICLE 32.  
TERM OF AGREEMENT**

This Labor Agreement represents the entire Agreement between the Company and SEIU Local 817 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on December 15, 2006, and shall continue in full force and effect until midnight December 14, 2011, and will thereafter continue in effect until the parties reach agreement on a successor. The Union shall present the Company with its requests for negotiations on the items within the scope of representation no later than November 1, 2011. The Company and Union shall begin the meet and confer process no later than December 1, 2011.

***IN WITNESS WHEREOF,***

the parties hereto have caused this Labor Agreement to be executed by affixing their signatures below.

<b>MV Transportation</b>	<b>Service Employees International Union (SEIU) LOCAL 817</b>
David A. Vinson Labor Relations Director  12/8/06	R. Lena Vaidez Field Representative, SEIU Local 817 
Bill Lewis Regional Vice President  12/8/06	Bargaining Committee Chairperson
Lance Atencio General Manager  12/8/06	Bargaining Committee Person

# Appendix A

## SALARY RANGES SEIU EMPLOYEES FOR THE PERIOD 12/15/06 – 12/14/11

### Wages – Drivers;

Length of service	Training	Paratransit current	12/15/2006	12/15/2007	12/15/2008	12/15/2009	12/15/2010
Starting	7.50 / hr	9.75	10.04	10.54	11.07	12.18	12.79
6 mos		10	10.30	10.82	11.36	12.49	13.12
1 yr		10.25	10.56	11.09	11.64	12.80	13.44
2 yr		10.5	10.82	11.36	11.92	13.12	13.77
3 yr		10.75	11.07	11.63	12.21	13.43	14.10
4 yr		11	11.33	11.90	12.49	13.74	14.43
5 yr		11.25	11.59	12.17	12.78	14.05	14.76
6 yr		11.5	11.85	12.44	13.06	14.37	15.08
7 yr		11.75	12.10	12.71	13.34	14.68	15.41
8 yr		12	12.36	12.98	13.63	14.99	15.74
9 yr		12.25	12.62	13.25	13.91	15.30	16.07
10 yr							

Fixed Route has a fifty cent per hour premium.

	12/15/2006	12/15/2007	12/15/2008	12/15/2009
Trolley Service Rates per Hour Premium	\$0.50	\$1.00	\$1.50	\$2.00

# APPENDIX B

## GRIEVANCE FORM

### SEIU Local 817 Grievance Form

Date Grievance Occurred or Was Discovered:

Grievant's Name:

Job Class:

Bargaining Unit: MV Transportation

Address:

Phone:

Supervisor:

Mtg. With Supervisor:

Reply Date:

Nature of Grievance:

Specific Violation:

Remedy Requested:

Grievant's Signature \_\_\_\_\_ Steward/Rep. Signature \_\_\_\_\_

Date filed at: Step 2: \_\_\_\_\_

Company Response:

Date filed at: Step 3: \_\_\_\_\_

Company Response:

Date filed at: Step 4: \_\_\_\_\_

Company Response:

Result/Final Resolution: