



Agreement

Between

ATU LOCAL 1309

A.F.L.- C.I.O.

And

MV TRANSIT, INC. 290/291

JULY 1, 2022 - JUNE 30, 2025

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MV Transportation, Inc.
(Division – 0290 NCTD)

**ROAD SUPERVISORS, OCC DISPATCHERS/TRAFFIC
CONTROLLERS, RADIO/WINDOW DISPATCHERS, AND
MAINTENANCE CLERKS**

Amalgamated Transit Union Local 1309

The Company reserves the right to add, subtract or modify their proposals during negotiations.

PREAMBLE:

This agreement is entered between MV Transportation and Local 1309 Amalgamated Transit Union, hereinafter referred to as the "Union" and MV Transportation, hereinafter referred to as the "Company" or "Employer."

SECTION 1

INTENT, PURPOSE and MUTUAL BENEFIT:

It is the intention of the parties that this Agreement will establish sound relations between the company and its employees, which will promote harmony, genuine cooperation, and efficiency, to facilitate peaceful adjustment of differences which may arise between the parties to the end that the employees and the Company may mutually benefit. Both parties agree to cooperate with each other in good faith in the enforcement of the terms of the Agreement. The Union as the exclusive bargaining agent for all employees of the bargaining unit recognizes to provide maximum opportunities for continuing

employment, good working conditions and good wages, the Company must be in a strong economic condition, which means it must provide quality service at the lowest possible cost. The Union acknowledges that they share the responsibilities along with management for attainment of these goals. The Union shall cooperate with the Company and support its efforts to assure a full day's work for a full day's pay on the part of its Members. The Union shall investigate and cooperate with the Company in eliminating absenteeism, tardiness, courtesy to customers, unsafe work habits, dishonesty and other practices which hurt or interfere with service to the customer and community. The Agreement is intended to set forth all the rights of the Union and the employees, all of which arise because of this Agreement. It is mutually agreed that rules and regulations of the Company will not be in conflict with the provisions of the Agreement and the Agreement shall supersede the Handbook where a conflict exist.

SECTION 2

EQUAL EMPLOYMENT OPPORTUNITY

The Union and Company are committed to providing equal employment opportunities for all applicants seeking employment, as well as for present employees.

- A. This Agreement and all personnel policies will be administered without regard to unlawful consideration of sex, religious creed, color, race, national origin, age, religion, genetic information, gender identity, gender expression, sexual orientation, pregnancy, ancestry, marital status, physical or mental disability, veteran status, obligation for service in the Armed Forces, or any other basis protected by law.
- B. Both parties agree to comply with applicable laws pertaining to equal employment and discrimination.
- C. Both parties agree to comply with Equal Employment Opportunity Policy.

SECTION 3

UNION RECOGNITION

The Company recognizes the Amalgamated Transit Union Local 1309 as the sole and exclusive collective bargaining representative pursuant to Nation Labor Relations Board Certification of Representative Case 21-RC-276-059:

Include: All Full-time Road Supervisors, OCC Dispatchers /Traffic Controllers (OCC Supervisors), Radio Dispatchers (Window Dispatcher), and Maintenance Clerks employed by the employer.

JOB DESCRIPTION

The Company shall provide to the Union a copy of the job descriptions and qualification for each classification covered in this Agreement. The Union shall have an advisory role in the revision to these job descriptions and qualifications.

The names of the Union Officers and Executive Board will be given to the Company in writing by the Union and the Company will be advised in writing of any changes in said Officers and Board Members, and the

Company will advise the Union of the persons authorized to represent the Company for purposes of collective bargaining and the resolution of grievances.

The Company shall recognize the President/Business Agent of the Union, or any duly authorized representative thereof, for presentation and adjustment of any grievance under the grievance and arbitration procedure. Neither the Union nor the Company will send more than two (2) representatives, other than the accused employee, for presentation and adjustment of the grievance.

The Union shall notify the Company in writing of the names of designated Shop Stewards.

Upon request, the Officers, Executive Board Members, and Shop Stewards of the Union (including the Local Union's Administrative Office) will be provided with list of Member's names, address, and telephone numbers.

SECTION 4

BARGAINING UNIT WORK

Bargaining unit employees are not to be used to do non-bargaining unit work not covered under this contract. Should an urgent business need arise, or a special event occur, employees may be called upon to perform tasks that they do not normally perform. The Company agrees to notify the union when any such task performance is required.

Non-bargaining unit employees are not to be used to do bargaining unit work covered under this contract. Should an urgent business need arise, or a special event occur, non-bargaining unit may be called upon to perform bargaining unit tasks, but only after all bargaining unit employees have been given the opportunity to fill the work. The Company agrees to notify the union when any such task performance is required.

No language in this section shall preclude a bargained unit employee from cross-training for other positions within the bargained unit.

SECTION 5

GRIEVANCE PROCEDURE

A grievance or dispute shall be adjusted according to the following procedure.

- A. Only the Union and/or Management may file a grievance.
- B. Any grievance or dispute shall be presented to the department head or their representative in writing, for adjustment not more than fifteen (15) days from the date that any affected employee represented by the Union either knew or reasonably should have known, of the conduct, event or action which is alleged to have violated this Agreement. In the case of discipline, the fifteen (15) day period runs from the date the Union receives final notice of management's decision to issue discipline. The written grievance shall contain a statement of all facts relevant to the grievance, an identification of the contract section(s) allegedly violated, and the remedy sought. The department head shall render a decision in the matter within ten (10) days from the date the grievance or dispute was presented to the employer.

C. If the decision of the department head or the employer's representative is not satisfactory; it may be appealed to the Deputy General Manager or the employer's representative within seven (7) days. The Deputy General Manager will render a decision within seven (7) days.

D. A grievance or dispute pertaining only to the interpretation or application of the terms of this Agreement that is not satisfactorily settled shall be submitted to arbitration upon the Union's written request. This request shall be served upon the Corporation within forty-five (45) days from the date of the delivery of the decision on the grievance by the Deputy General Manager or his representative.

E. Any grievance pertaining only to the interpretation or application of the terms of this Agreement which the Corporation may have against the Union shall be presented in writing to the Union President and Business Agent or his representative immediately, but in no event more than fifteen (15) days from the date that management either knew or reasonably should have known, of the conduct, event or action which is alleged to have violated this Agreement. If the grievance is not satisfactorily adjusted within ten (10) days, it may be appealed to the Union's Executive Board within seven (7) days, and in the event the grievance is not settled satisfactorily within seven (7) days following such appeal to the Executive Board, said grievance shall be submitted to arbitration, as prescribed in the arbitration procedure Federal Mediation and Conciliation Service (FMCS).

F. The issues to be submitted to arbitration shall be limited to those set forth and defined in the original grievance, and the arbitrator's authority shall be limited to the determination of the issue or issues thus set forth.

G. If the party with the dispute fails to file a grievance or fails to move a grievance to the next step within the timelines outlined in this section, it shall be considered closed.

In computing the time as fixed in this section, Saturdays, Sundays, and holidays shall be excluded. The parties may mutually agree to extend timelines on a case-by-case basis.

H. For all purposes under this section, grievances and/or responses may be e-mailed between the Union and the Company.

ARBITRATION PROCEDURE

A. Counsel for the Union and the Company shall select the arbitrator. In the event respective counsel cannot agree within five (5) days upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit to them the names of seven (7) qualified and available arbitrators. The parties shall alternatively strike arbitrators until a single arbitrator is selected to hear the grievance. No person submitted on the list by the Federal Mediation and Conciliation Service (FMCS) shall have any official, financial, or other connection with or interest in the Company or the Union.

B. The parties further agree: (1) that each party shall be responsible for any expense in connection with the presentation of its case; (2) that all other expenses of arbitration shall be borne equally by the parties and said expenses may include the making of a verbatim record of the proceedings and a transcript of that record; and (3) that the decision of the arbitrator shall be final and binding on the parties.

C. Either party may call any employee as a witness in any arbitration proceeding and if the employee is on duty the Company agrees to release the employee from duty so the employee may appear as a witness. However, if called by the Union, it will be at no cost to the Company.

D. In computing the time as fixed in this section, Saturdays, Sundays, and holidays shall be excluded.

E. Upon the agreement of both parties, disciplinary action of 15 (fifteen) days of suspension, or less, may be appealed to expedited arbitration. Also, any grievance appealed to this procedure shall not involve a novel problem and shall have limited contractual significance or complexity.

1. The expedited arbitration procedure shall be conducted as follows:

- a. If the parties cannot agree upon an arbitrator, the arbitrator will be selected as set forth in paragraphs 2 and 3 below.
- b. The hearing shall be informal.
- c. No briefs will be filed, or transcripts made.
- d. The hearing shall be completed in one (1) day.
- e. If the arbitrator or the parties decide at the hearing that the issue involved is of such complexity or significance that it requires further consideration, the case shall be referred to the conventional arbitration procedure.
- f. The parties shall not be represented by counsel.
- g. If either party requests, there shall be a fifteen (15) minute recess before closing oral argument.
- h. The arbitrator may issue a bench decision.
- i. Expedited arbitration decisions shall not be cited as precedent.
- j. If the arbitrator decides not to issue a bench decision, within forty-eight (48) hours after the hearing concludes the arbitrator shall render a decision and may include a brief written explanation.
- k. The decision of the arbitrator is final and binding.

2. The parties shall join in selecting a panel of arbitrators to serve the expedited arbitration procedure. The number so designated shall be sufficient to ensure the intended functioning of the procedure shall be carried out.

3. The arbitrator panel shall be assigned cases on a strict rotation system. An arbitrator designated to hear a case shall arrange a date for the hearing not more than thirty (30) days after notification of assignment to a case. If the designated arbitrator is not available to conduct a hearing within the established time frame, the next panel member in the rotation system shall be notified. This procedure of assignment shall be conducted until an available arbitrator is obtained.

SECTION 6

UNION SECURITY

The following paragraphs are agreed to, subject to obligations and limitations of laws:

- A. The probationary period of a new employee shall be ninety days (90) days from the date the employee is placed on the Company payroll. During the probationary period the Company may, at its discretion, discharge any such employee without recourse to the grievance and arbitration procedure by the employee or the Union.
- B. The Company shall furnish the Union with a list of all employees entering and those leaving the service of the Company, and a list of those granted leave of absence, on the 1st of each month, noting those who enter or return from the Armed Forces of the United States. This list shall be in alphabetical order showing the name, badge number and seniority date of each employee and in the case of termination the list shall show the date on which the person was actually removed from seniority status. Actual date of return from the Armed Forces shall also be shown.
- C. The Company agrees to deduct from the pay of each employee covered by the terms of this Agreement, who authorizes in writing and maintains such authorization with the Union for such deduction, all Union dues as may be levied by the Union against such members. The Corporation shall remit such deductions once each month to the Secretary-Treasurer of the Union.
- D. During the life of this Agreement, all present employees covered by the terms of this Agreement shall remain members in good standing in the Union as a condition of continued employment.
- E. The Company may employ new employees who are not members of the Union, provided such new employees shall possess membership as a condition of continued employment on and after the ninetieth (90th) day following establishment of seniority, providing the probationary period has not been interrupted by extended illness or leave of absence of more than five (5) consecutive working days. If there is an interruption there will be an extension made to fulfill the 60-day requirement.
- F. In the event a new employee fails to apply for membership in the Union within ninety (90) days after his establishment of seniority or fails to maintain his membership in the Union, the Union may give the Company written notice of this fact and within five (5) days after receipt of said notice the Company shall terminate the employment of said employee.

SECTION 7

UNION REPRESENTATION & ACCESS

The Local and the International shall have access to the Company's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to provided, however that there is no interruption of the Company's working schedule or interference with the performance of work by the employees and that the Union contacts a Management representative in advance of arriving at the Company property.

SECTION 8

SENIORITY

There shall be one (1) Company master seniority list embracing all full-time bargaining unit employees. Date of Company seniority shall be the date the employee was hired by MV Transit. The purpose of the above list is to determine the length of service for the computing of wages and benefits.

There shall be four (4) classification seniority lists, for bidding purposes. These lists shall be (1) Road Supervisors, (2) Dispatchers (Window Dispatchers), (3) Traffic Controllers (OCC Supervisors), and (4) Maintenance Clerks.

An employee in training shall not establish seniority or be eligible to until all training has been completed. The Company shall provide seniority lists at the beginning of each calendar month.

An employee placed on said bidding seniority list shall be determined as follows:

- A. The date of establishing bidding seniority shall be the date that employee works his/her first solo assignment or shift as a full-time employee.
- B. If two (2) or more employees in the same classification seniority begin on the same date, said employee's places shall be the order of the drawing of their names by lot by Union Representative in the presence of said employees.

The order in which employees make their choice of work and vacation shall be determined by their respective seniority in that classification.

Member's seniority shall be terminated by:

1. Resignation, or other termination of service by voluntary act of the employee;
2. Discharge
3. Layoff of twelve (12) months
4. Failure to return from a layoff as instructed in the recall notice.
5. Failure to report for three (3) consecutive workdays without properly notifying the Company.

Any reduction of employees shall be according to inverse seniority. Whenever there are any vacancies and before any new employees are employed, employees who have been laid off and who hold seniority shall be called back in the order of their layoff. In other words, in the case of vacancies, the last employee laid off shall be the first called back; provided however, that if any such employee fails to report within seven (7) days from the date the Company mails a notice to report, by registered mail, addressed to his last address known to the Company, the employee shall lose his right to be recalled hereunder. Copy of said notice is to be mailed to the Union.

The Company will abide by applicable laws (including USERRA) regarding military leave and re-employment for armed service members.

MV Transit agrees to recognize the dates of hire established by the predecessor employer for bidding purposes.

When an employee in the bargaining unit is promoted from or returns to the bargaining unit, the Company shall notify the Union in writing of the date of such promotion or return.

SECTION 9

PHYSICAL EXAMINATIONS

The Company shall pay for all DOT physical examinations performed by the Company's chosen medical professional. All initial physical exams must be performed by the Company's chosen medical professional. Renewal physicals may be performed by the Member's personal DOT certified medical professional, provided all expenses are paid by the Member and the Company receives proof of DOT exam certification. The Member shall pay the cost of all referrals.

Any time a Member is required to perform any DOT required testing (i.e., Sleep Apnea, Blood-Pressure, Vision etc...) will not result in the issuance of attendance points. The Member must provide documentation from a certified medical professional.

SECTION 10

DMV ERRORS

Loss work time due to DMV error: Upon receipt by the Company of a "Pull Notice" regarding an invalid license/VTT, the Company will notify the Member before they are to report for duty to allow the Member sufficient time to visit the DMV office so he/she can correct the problem. No attendance discipline will be issued. The Member will be allowed to use accumulated vacation or personal time for the day.

SECTION 11

LEAVE OF ABSENCE

The Company may grant a personal leave of absence without pay, due to extenuating circumstances, to full-time employees who have completed a minimum of six months of continuous employment. A personal leave of absence is defined as a 30-calendar day period, agreed upon and approved by the Deputy General Manager or their designee. The employee is removed from payroll but maintained as an employee for the duration of the leave. Failure to return from a leave on the date approved and scheduled for return to work will be considered a voluntary resignation.

A. Leaves of absence without pay, for good and sufficient reason, may be granted employees for a period not to exceed thirty (30) days in any one year. In exceptional cases, for good and valid reasons, this period may be extended, or additional leaves granted by mutual consent between the Union and the Company.

B. 1. Any Member elected or appointed to a full-time position in the Union shall be given a leave of absence for the duration of their term of office. Once the term is complete the Member shall be granted a period of up to 30 days to return to work, in the event of any unforeseen circumstances. Upon return from such leave of absence, the Member shall be reinstated without loss of seniority rights, privileges, or benefits, and at the current rate of pay, and shall requalify on their own time but shall not be subjected to a stricter procedure than required of other Members who requalify.

C. Any Member pursuing/accepting employment while on leave of absence (including Family and Medical Leave), or while absent from work due to illness will be terminated.

D. One Week in advance notice is required, but the Company may in its sole discretion waive the advance notice requirement where circumstances warrant. When a sign off is required for MV business the advance notice shall only be forty-eight hours (48). This requirement shall not apply to Local 1309's Vice President and Financial Secretary.

SECTION 12

MEDICAL LEAVE

The company will comply with the provisions of the Family Medical Leave Act (FMLA), and such leave will run concurrently with any other leave that qualifies or is eligible for FMLA. In cases of proven serious illness or injury not covered by FMLA/CFRA leave, a Member may be granted a 30-day LOA.

Requests must be made to the General Manager in advance (except in emergency situations), in writing and be accompanied by proper verification from a physician. This period may be extended, or additional leave granted by mutual consent between the Company and the Union. Prior to returning to work, the Member will provide a doctor's release at no expense to the Company. It shall be the Member's responsibility to pay the total cost of the medical insurance premium while on any type of absence unless otherwise required by law.

SECTION 13

BEREAVEMENT LEAVE

Upon the death of the Member's spouse, child, stepchild, mother, father, (or person who raised you), brother, sister, current mother-in-law or father-in-law, grandparent, grandchild, brother or sister of the employee's current lawful spouse or registered domestic partner or their parents shall be granted three (3) days off with pay to attend funeral. In the event the funeral service is more than 250 miles away from the employee's residence (one way), employees shall be granted four (4) days off with pay to attend the funeral. Members will be required to provide proof of death of the relative. Pay for such bereavement leave shall be computed at eight (8) hours at the straight time rate of pay, per day. Additional bereavement is subject to the approval of the General Manager or designee and if granted, will be provided.

When a death in the family occurs within a vacation period an appropriate extension of leave with pay will be made. When a holiday falls during a bereavement leave, an additional day will be allowed with pay.

SECTION 14

JURY DUTY

Any Member required to complete Jury Duty shall be granted time off work for this purpose. Member must immediately notify the Company upon receipt of Jury Duty notice and must cooperate with the Company, if required, in requesting a postponement or other consideration of the Company's legitimate business needs. Members shall be paid for all days served on Jury Duty.

SECTION 15

UNION LIST

The Company will use the dues check off list to furnish the Union with a list of all Bargaining Unit employees entering and those leaving the service of the Company. This list shall consist of those granted a leave of absence, workers compensation and those who enter or return from the Armed Forces of the United States, using the actual leaving and return date. This list shall be in alphabetical order, showing the name and seniority date of each Member, and in the case of termination the list shall show the date on which the person was removed from seniority status.

SECTION 16

BULLETIN BOARDS

1. The Company will provide the Union a bulletin board. This bulletin board will be for the exclusive use of the Union and will be maintained by the Union.
2. Material posted on the Union bulletin board must be approved by Local 1309 and shall be confined to formal notices of official Union business, and recreational or social events of the Union. Posting not on Union letterhead shall be initialed and dated by the Union President/Business Agent or his duly authorized representative. The Union shall not post or distribute any other notices, pamphlets, advertising, or other kinds of literature on Company property.

SECTION 17

REQUIRED NOTICE

The Company shall hand deliver, mail, email or fax the Union President or designee copies of all written discipline issued to an employee covered by this Collective Bargaining Agreement. These written discipline notices should be sent once a week.

SECTION 18

LABOR MANAGEMENT COMMITTEE

The Union and the Company agree to meet quarterly to address any items of concern to all Union members that fall inside of the scope of this agreement. The purpose of such meeting shall be to maintain an open dialogue and to resolve issues that affect all employees in a timely manner. Dates for each meeting will be mutually agreed to for each quarter. The Union and the Company will jointly develop an agenda for each meeting.—A maximum of two employees from the bargaining unit will attend. The Company will not be responsible for compensation to the employees for attending these meetings.

SECTION 19

WAIVER OF RIGHTS

Unless explicitly stated otherwise, nothing in this Agreement shall be construed as waiving any rights or protection granted to the Company, Union, or any Employee under any applicable Federal or State law. Waiver or violation of any provision of the Agreement by either party shall not constitute a waiver or any later violation of the same provision. Neither shall a waiver by either party of any condition of the

Agreement constitute a waiver of the same right, upon notice, to require strict performance of the condition or provision thereafter.

SECTION 20

DISCIPLINE & DISCHARGE

No Employee shall be disciplined or discharged EXCEPT for just cause. Employees and the Union President shall be provided a copy of all written disciplinary actions. The Company shall issue discipline within 7 working days after the Company becomes aware of the events giving rise to the discipline. If, due to circumstances beyond the Company's control 7 working days is insufficient time. The Company can contact the Union to request extra time. The parties recognize the principle of progressive discipline for similar rule violations.

SECTION 21

GENERAL PROVISIONS

Notices required to be served under the terms of this Agreement, unless otherwise specifically covered, shall be sufficiently served for all purposes herein by hand delivery or when mailed, postage pre-paid, registered mail, return receipt requested, to the General Manager, MV Transit 305 Via Del Norte Oceanside Ca, 92058, for service upon the Company, and similarly when mailed to the President of the Union, 7840 Lester Avenue Lemon Grove, Ca 91945 and the Post Office date of the date received by addressee on the return receipt for such notices shall be the controlling date for all purposes herein.

On Union election days, the number of MV Transit, Inc employees participating as ATU Local 1309 Election Committee Members relieved from duty at any one time shall be limited to two (2).

Employees shall be paid by-weekly, the checks being made available as soon as possible but not later than 10:00 AM on Friday following the close of the pay period. Except that when a holiday falls on a payday Friday, paychecks shall be made available no later than 5:00 PM on Thursday prior to the normal Friday payday.

The Company hereby agrees to honor contribution deduction authorization from its employees who are Union Members to ATU C.O.P.E. Payroll deduction authorization form to be provided by the Union. All monies deducted shall be forwarded to the Amalgamated Transit Union, AFL-CIO, Committee on Political Education, 10000 New Hampshire Avenue, Silver Spring, MD 20903 in check form, within thirty (30) days of deduction, along with an alphabetical list of those having made contributions and amount deducted. All deductions shall be voluntary. Deductions will not be accepted in amounts less than fifty (50) cents per pay period.

SECTION 22

NO STRIKE NO LOCKOUT

It is recognized that the Company and its employees are obligated to perform an essential public service, and that this service must be continuously preformed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the Union will not cease work but will immediately address the matter in an orderly way as provided in this Agreement.

During the term of this Agreement, the Grievance Procedure, and the administrative and judicial remedies for remedying unfair labor practices shall be the sole and exclusive means for settling any dispute between the employees, the Union and the Company. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a picket line, stoppage of work, refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing. The Company will take appropriate action to assure the safety of employees who encounter a picket line in the course of performing their duties for the Company.

The Union recognizes that in the event of a work action, as described above, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work. No employee who is a Union Officer or Steward shall participate in such prohibited action.

An employee who has been determined by the Company to have violated this requirement may be disciplined up to and including discharge. Such discipline shall not be subject to the Grievance and Arbitration provisions of this Agreement, however, the issue of whether the employee actually engaged in such prohibited conduct may be grieved.

Picket Lines - It shall not be a violation of this Contract and it shall not be cause for discharge or disciplinary action in the event a Union employee refuses to enter upon any property involved in a lawful labor dispute or refuses to go through or work behind a primary lawful picket line, provided said picket line has been sanctioned by the ATU, provided, further, that at least seventy-two-hour (72) notice of such sanction must be given to the Deputy General Manager of Operations.

The Company shall institute no lockout of employees during the term of this Agreement.

SECTION 23

SEPARABILITY

The parties agree that in the event any federal or state legislation is enacted that invalidates any portion of this Agreement and said portion becomes inoperable, the balance of this Agreement will remain in full force and effect as if the affected portion had not been apart of this Agreement. The parties further agree that should legislation be enacted; negotiations will commence within thirty (30) days to replace the invalidated provision with a provision that conforms to the newly enacted law.

SECTION 24

SUCCESSORS AND ASSIGNEES

This Agreement shall be binding upon the successors and assignees of the parties and no provision, term, or obligation contained in this Agreement shall be affected, modified, or changed in any respect by the consolidation, merger, sale, transfer, or assignment of either party.

SECTION 25

PAID TIME

MINIMUM GUARANTEE

All regular full-time Members hired prior to ratification shall be guaranteed a minimum of forty (40) hours of work time each week.

TRAVEL TIME

No Member will be required to be assigned away from their home terminal without travel time to and from their home terminal. This time shall be forty-five minutes (45) minutes prior to sign on time and forty-five minutes (45) minutes after sign-off time.

Any Member, who is on transitional duty, will be allowed to work their schedule shift at their home terminal.

PAYROLL MISTAKES

In the event of a payroll error of forty dollars (\$40) or more, the Company shall correct the error and pay the Member (if it is determined the error results that the employee is short pay) within three (3) business days once the mistake has been brought to the attention of management by the affected Member. If the error is less than forty dollars (\$40), the Member will be paid on the next payroll check.

OVERTIME

All job-related work performed in excess of forty (40) hours of actual work and/or training time in one (1) week shall be compensated at one and one-half (1 ½) times the regular hourly rate of pay for members represented in this bargaining unit, regardless of classification. The Company agrees to be in full compliance with the applicable law of the State of California.

Employees working a five (5) day schedule will be paid one- and one-half times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a work week.

Employees working a four (4) day schedule will be paid one- and one-half times the employee's regular rate of pay for all hours worked in between ten (10) and twelve (12) hours in any workday.

VACATIONS

Vacation with pay, based on continuous service with the Company from the date the employee is placed on the Company payroll.

Effective July 1, 2022, vacation rates below will apply. Vacation amounts will be awarded on January 1 of each year of this contract.

Years	Service	Weeks	Hours
After	One (1)	One (1)	40
"	Two (2)	Two (2)	80
"	Five (5)	Three (3)	120
"	Ten (10) +	Four (4)	160

ELIGIBILITY

The vacation year shall be structured on a calendar year basis from January through December. When an employee accrues additional vacation, hours based on his or her years of service (subject to the table above), the employee will be eligible to bid a vacation schedule for the additional accrued hours relative to the employee's anniversary date. The employee must bid the vacation hours in the December prior to the vacation year. For example, if an employee's anniversary date is April 15th and he or she will have completed 5 years of service on that date (120 hours of vacation), in the December bid the employee may bid up to 80 hours of vacation time prior to April 15th, and 40 hours after April 15th through December of the next year or may bid the entire 120 hours from April 15th through December.

All Member's that are scheduled to receive additional vacation time on their anniversary date based on years of service will receive the additional vacation time on their anniversary date.

Example: *An employee is awarded eighty (80) hours of vacation on January 1, 2023 and has their five (5) year anniversary on May 3, 2023. The additional forty (40) hours of vacation will be available for the employee on their anniversary date of May 3, 2023.*

A minimum of two (2) Vacation slots per classification per week shall be assigned each year by the Company. Vacation slots will be posted and bid in classification seniority order during the 2nd week of December of each year for the following year. All-Full time Members must bid and take at least one (1) week consisting of consecutive days' vacation per year. Any Member who has been out sick, injured or on a personal leave of absence for more than thirty (30) consecutive days is exempt from the one-week requirement.

A Member of Management and a Member of the Union shall conduct the vacation bidding process. After the annual system wide vacation bid is complete, Members may submit a bid of up to one week of vacation time in smaller increments of less than one week. Bids will be awarded based on seniority up to the maximum available open slots.

Any member who is off duty because of sickness for a period of thirty (30) days or more and whose scheduled vacation falls during the time of their absence may either take their vacation pay as scheduled in lieu of vacation or may reschedule their vacation for a mutually agreeable time.

ONE DAY VACATIONS

- a. Any Member may be allowed to take one (1) full vacation day off at a time upon approval of the Manager, provided the minimum number of hours is maintained for bid vacation as stated above.

b. The Member must submit a time off request for a one (1) day vacation to a Manager at least by noon on day prior to the requested day off. These requests will be awarded based on seniority, availability, and Management approval.

VACATION CANCELLATIONS/OPENINGS

At any time during the year a Member with management's approval, can cancel their vacation provided that thirty-five (35) days' notice is given. Management's approval will be dependent upon the circumstances surrounding the request, the current staffing situation and any other factors that affect the Company's operation.

Open and vacated vacation slots will be posted by at each division, at least thirty (30) days prior to the beginning of the subject vacation period. Any Member in that department with vacation time on the books may bid a posted vacation slot. Requests must be in writing and submitted to Management, no later than midnight, three (3) business days from posting. (I.e., slots posted at any time on Sunday must be requested by midnight on Wednesday). In cases where there are more requests than slots, seniority will prevail.

HOLIDAY DURING VACATION

In the event that one of the paid holidays should occur while a Member is on vacation the Member shall receive eight (8) hours holiday paid at the straight time rate. Holiday for a 4-10 work schedule shall be paid (10) hours for the holiday.

SICK DURING VACATION

Any Member who falls sick with a serious health condition prior to going on a scheduled vacation period that extends into their vacation may cancel their vacation and be eligible for accrued sick leave.

VACATION BUY BACK

Any Member with more than two (2) years of service may elect, in lieu of taking vacation, "buy back" vacation time, providing at least one (1) week of vacation is taken. Buy back must be in (40) hours increment.

Buy back of vacation time may be elected during the first pay period in March, June, September, and December each year providing such vacation hours are available and can only be requested in blocks of 40 hours. The Members may alternately cash out vacation in accordance with the Company's Vacation Cash Out Policy. A cash-out request form must be filled at least two (2) weeks prior to each quarterly pay period listed above.

VACATION PAY

Vacation pay will be paid at the current rate of pay of the Member at the time of the vacation or buy back. In calculating hours worked for determination of overtime, vacation hours are not included.

HOLIDAYS

Effective July 1, 2022, all eligible full time employees covered under this Agreement will be paid Holiday pay in accordance with the eligibility requirements outlined in this section for the six (6) holidays listed below.

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

A. It is understood that to be eligible for any of the above holidays, the Member must have worked their regular scheduled workday preceding the holiday, and the regular scheduled workday following the holiday, unless the Member obtains permission from the Company which will necessitate their working the preceding or following scheduled workday, or if the Member was absent due to illness or injury, as certified by a doctor. If the Member has been previously granted intermittent FMLA, use of such allotted time will be considered certified by a doctor for the purpose of this section as long as it falls within the parameters of their FMLA leave.

B. Those who work on above listed Holidays will be paid the appropriate rate of pay in addition to the eight (8) hours of Holiday pay. However, the Member will be paid the hours worked or spread provisions, whichever is greater.

C. Any Member who is scheduled to work a holiday and who calls in sick shall be eligible for paid sick leave on that day but will not be eligible for holiday pay.

D. Holiday pay for those Members working a four (4) day ten (10) hour schedule shall be calculated as follows:

1. When a holiday falls on the Members regularly scheduled day of work, and they are not required to work on that day, and their regularly scheduled work consists of four (4) ten (10) hour days, they shall be paid as holiday pay, ten (10) hours pay on that day, such hours are included in the guaranteed hours.
2. When a holiday falls on a Members regularly scheduled day of work and the Member works on that day, they shall be paid as holiday pay ten (10) hours pay for that day.
3. When a holiday falls on a day other than a Members regularly scheduled day of work, and they do not work, they shall receive holiday pay of eight (8) hours. In

such event, the Member may be paid up to forty-eight (48) hours of straight time for the week.

PERSONAL HOLIDAYS

A. Beginning July 1, 2022, Members will be given personal holidays on their anniversary date based on the following schedule:

After one (1) year of service — one (1) personal holiday

After five (5) years of service — two (2) personal holidays

After ten (10) years of service — three (3) personal holidays

When a Member obtains additional personal holidays based on his or her years of service (subject to the table above), the Member will be eligible to request the additional holidays relative to the Member's anniversary date.

All Member's eligible to receive personal holiday pay will be allowed to cash out or roll over their personal holiday time two (2) weeks prior to their anniversary date (awarding of their new bank).

B. For a Member to earn personal holidays a minimum of 1,040 hours must be worked in the previous year.

C. The Company will allow no less than one (1) Member per classification per division per day to utilize their floating personal holidays. Request for use of floating personal holidays must be submitted by 12:00 PM (noon) on the day prior to the requested day off. The request must be submitted to a Manager. No request will be unreasonably denied.

SICK LEAVE ELIGIBILITY

SECTION 1: Sick Leave Eligibility

Effective July 1, 2022, Members will be eligible for accumulation and use of sick leave.

A. New hire employees will receive twenty-four (24) hours of paid sick leave which shall become available ninety (90) days after date of hire, and in accordance with state law. And on their MV date of hire every twelve (12) months thereafter.

B. Upon completion of one (1) year continuous service, permanent regular full-time Members shall be granted paid sick leave relative to their anniversary date based on the following schedule each year:

1 year of service:	24 hours of sick leave
2 – 4 years of service:	32 hours of sick leave
5 – 9 years of service	48 hours of sick leave
10+ years of service	80 hours of sick leave

SECTION 4: Unused Sick Leave

- A. All employees will be paid any unused sick leave promptly at the end of each employee anniversary year. Employees may choose to have unused sick leave carry over year to year to a maximum of not more than 50% of the yearly award.
- B. Upon separation, any employee with sick leave time will be paid out any and all accumulated and available time not to exceed 120 hours.

SECTION 26

UNIFORMS

- A. The Company will provide to each Member a uniform voucher in the amount of two hundred dollars (\$200.00) during the first pay period in July of each year for the utilization in purchasing uniforms/accessories.

UNION INSIGNIA

- B. Union Members shall be permitted to wear one (1) Union pin, and or patch if permitted by the client.

SECTION 27

DURATION and TERMINATION

The parties agree that all terms of the Contract shall become effective following ratification by both parties and shall be in effect upon ratification to June 30, 2025.

Not less than ninety (90) calendar days before the expiration of this Contract, each party shall begin formal collective bargaining.

The Agreement shall remain in full force and effect during negotiations of the succeeding agreement.

SECTION 28

WORK ASSIGNMENTS

Members covered under this Agreement shall bid/change schedules two (2) times per year, bid will commence the first week of December to take effect the second week of January, and the second bid will commence the first week of June to take effect the second week of July of each year. Bids will be conducted by proxy and/or email, allowing each person the time to submit their bid and review open bids before placing their selection.

WORK TRADES/SHIFT TRADES

- A. All Members covered under this Agreement can trade work assignments within the same work week. For the trade to be approved, it must be done within the same work week and must be approved by a Manager at least twenty-four (24) hours in advance. In cases of emergency the twenty-four (24) hour rule may be waived.

SPLIT SHIFTS

Any shift with a split of 90 mins or less shall be paid straight through, the total duration of the day shall not exceed 12 hours.

MEAL AND REST PERIODS

Section 1: Rest Periods

Every employee shall be entitled to take a ten (10) minute rest period during each four (4) hour block of work or major fraction thereof during the course of the employee's shift, which shall be paid time. The rest period may include periods when the employee is on his/her route/assignment, but the employee is not required to operate or remain in the vehicle. If the Company prohibits the employee from taking such rest period(s) during the course of the employee's shift, the employee shall be entitled to be paid for one (1) hour at that employee's regular rate of pay, provided that any claim or the denied rest period must be made in writing to the appropriate supervisor within twenty-four (24) hours of the end of the shift in which the rest period was denied.

Section 2: Meal Periods

Every employee who works a period of more than five (5) hours shall be provided with a thirty (30) minute meal period beginning before the fifth (5th) straight hour of the work period. If the employee works a work period in excess of ten (10) hours, the employee shall be entitled to a second thirty (30) minute meal period. The meal period(s) shall be unpaid unless it is a "on duty" meal period. The Union hereby agrees on behalf of the employees in the bargaining unit that an "on duty" meal period shall be permitted only when the requirements of the Company's operations do not allow the employee to be relieved of all duty during the meal period; If the Company does not provide an employee with the meal period specified herein, the employee shall be entitled to be paid for one (1) hour at the employee's regular rate of pay, provided that any claim for the denied meal period must be made in writing to the appropriate supervisor within twenty-four (24) hours of the end of the shift in which the meal period was denied.

Section 3:

Any dispute concerning the taking of rest periods and/or meal periods, or lack thereof, is subject to the grievance and arbitration procedure.

SECTION 29

VIDEO SYSTEM/GPS

The Union recognizes the legitimate business purpose of the GPS, Video, and other technological equipment onboard buses. The Union and the Company understand that this equipment is not to be used for surveillance and will not be reviewed without legitimate business purpose.

SECTION 30

ACCIDENT REVIEW COMMITTEE (ARC)/POINT REDUCTION HEARINGS

All Members covered under this Agreement shall have access to the ARC and Point Reduction Hearings. The Member must be made aware of their right to appeal to the ARC.

Established ARC practices under the driver provisions will be used to administer the ARC Hearings for this bargained unit.

The MV Employee Handbook will continue to govern all Safety Point Discipline events with the following exceptions:

- Preventable incidents resulting in property damage of \$1,000 or less will be considered a minor safety incident resulting in two (2) safety points.
- Preventable accident resulting in no property damage will result in one (1) safety point.

SECTION 31

THEFT/DAMAGE/LOSS

The Company will reimburse the Member up to a maximum of two hundred (\$200) dollars for theft or assault resulting in the loss or damage to individual property *while in revenue service*.

SECTION 32

MANAGERS' RIGHTS

Except as otherwise specifically limited by this Agreement, the Company retains all rights to fully control all matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement, unless in violation of an express provision of this Agreement or Handbook.

The Company's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The Company may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations, including its employee handbook, at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Before implementation of any new or revised work rule, the Company will discuss the change with the Union.

The relevant portions of the contract between the Company and its client under which an employee of the Company performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions, or requirements upon the Company and/or its employees that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement is in conflict with any of the provisions of said contract or the directives of the customer, the relevant portions of said contract or the customer directives shall prevail for all purposes. Nothing in this Section shall be construed as subjecting any of the terms of the Company's contract to

the Grievance and Arbitration provisions of this Agreement, nor shall anything in this Section be construed as granting any rights or authority to the union to negotiate any of the terms of said contract, this being the sole and exclusive right of the Company.

All employees of the Company are employed subject to the consent of the Company's Client. Should the client's consent be denied or withdrawn, the employee must be discharged. Such discharge shall be subject to the grievance and arbitration provision. Should the employee, if then qualified to perform another job within the bargaining unit and should an opening exist at that time, the employee may be placed in that position if the client does not specify otherwise.

SECTION 33

TERM OF AGREEMENT

Section 1. Effective Date

In accordance with Section 27, this Agreement shall be in full force and effect at the moment of ratification through 11:59:59 p.m. on June 30, 2025.

Section 2. Renewal

It is the desire of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 27. The Company and the Union therefore agree to commence negotiations on a successor Agreement ninety (90) days in advance of the expiration date provided in Section 27 so as to allow them a reasonable opportunity to reach a settlement.

FOR THE COMPANY


Heidi S. Heath
Director of Labor Relations
MV Transportation

June 27, 2022

Date

FOR THE UNION


Cesar Buenaventura
Business Agent/President
ATU Local 1309

June 27, 2022

Date

APPENDIX "A"

WAGES

SECTION 1: Wage Progression

A. Unless otherwise stated in this section, wage increases will occur on July 1st of each year of this agreement. These increases are herein referred to as the dates of the "contractual wage increase".

SECTION 2: Wage Rates

A. Subject to the provisions set forth in this Article, the following wage scale shall be in effect from July 1, 2022.

SECTION 3: Transfer / Promotion

A. Employees on the same wage scale may transfer positions between Road Supervisor and Dispatcher without a loss in pay.

B. Employees entering this unit from another position within the division or promoting within the unit to a position with a higher wage scale, will start at the 0-12 month rate for that classification.

C. Employees transferring into this bargained unit from another MV property shall start at the bottom of the wage scale for their classification.

OCC Traffic Controllers

	7/01/2022	7/01/2023	7/01/2024
0-12 months	\$30.00	\$30.87	\$31.77
13-24 months	\$31.00	\$31.90	\$32.83
24 months +	\$33.00	\$33.93	\$34.89

Road Supervisors/Dispatchers

	7/01/2022	7/01/2023	7/01/2024
0-12 months	\$29.00	\$29.87	\$30.77
13-24 months	\$30.00	\$30.90	\$31.83
24 months +	\$31.00	\$31.93	\$32.89

Maintenance Clerks

	7/01/2022	7/01/2023	7/01/2024
0-12 months	\$22.77	\$23.37	\$24.39
13-24 months	\$24.00	\$25.00	\$26.00
24 months +	\$26.00	\$26.78	\$27.58

TRAINING WAGE/CLASSIFICATION WORK

Members assigned a trainee shall be paid \$1.00 per hour in addition to their regular rate of pay. In addition, any Member working outside of their classification shall also be paid the \$1.00 per hour in addition to their regular rate of pay.

UNION OFFICERS TIME ACCRUALS

When Union Officers are conducting union business, they shall be paid loss time by the Union. Any Union sign off time shall be counted as time worked for all accrual purposes.

APPENDIX "B"

MEDICAL COVERAGE

Employees shall qualify for the group medical plan, dental, and vision insurance coverage in accordance with the terms of the Patient Protection and Affordable Care Act (PPACA) on the first of the month following sixty (60) days of continuous employment. Qualified employees may enroll in the following plans:

- a. Kaiser CA Oceanside
 - o To meet the plan implementation timelines, Open Enrollment will be held in August 2022 for effective date of September 1, 2022.
- b. **MV Transportation's Open Choice PPO*
- c. BCBS Health Savings Plus
- d. BCBS Health Savings Primary
- e. BCBS Buy Up PPO 1000
- f. Dental
- g. Vision

The Company shall, subject to all the provisions of this Article, offer coverage to a qualified employee, and to their dependents, under a MV Transportation Group Health Plan, with Chiropractic, to include a Dental/Dental PPO, and Vision Plan.

Durable Medical Goods will be covered at one hundred percent (100%).

Employees will pay their portion of insurance premiums through payroll deductions for all premium contributions required under this Article on the first two pay periods of each calendar month.

The Company reserves the right to make a higher contribution if it should become necessary to maintain affordable coverage as determined under the terms set forth in the PPACA. The table below reflects current rates. Rates may change year to year depending on market trends and/or changes to contribution requirements under the PPACA.

The employee will make bi-weekly premium contributions via payroll deduction as stated below.

The employee cost share will be as follows:

Kaiser CA Oceanside	2022 Monthly Cost	Emp per Paycheck	Monthly Co Contribution	Monthly Employee Contribution
Employee Only	641.74	96.25	70%	30%
Employee +1	1283.48	\$192.52	70%	30%
Employee/Family	1816.10	\$272.42	70%	30%

*Open Choice PPO	2022	Emp per Paycheck	Monthly Co Contribution	Monthly Employee Contribution
	Monthly Cost			
Employee Only	513.13	\$38.49	83%	17%
Employee/Spouse	1,128.88	\$169.33	66%	34%
Employee/Children	923.63	\$92.37	78%	22%
Employee/Family	1,539.38	\$192.42	73%	27%
BCBS Health Savings Plus	2022	Emp per Paycheck	Monthly Co Contribution	Monthly Employee Contribution
	Monthly Cost			
Employee Only	625.88	\$74.55	76%	24%
Employee/Spouse	1,376.91	\$292.95	57%	43%
Employee/Children	1,126.57	\$196.35	65%	35%
Employee/Family	1,877.60	\$349.65	63%	37%
BCBS Health Savings Primary	2022	Emp per Paycheck	Monthly Co Contribution	Monthly Employee Contribution
	Monthly Cost			
Employee Only	709.9	\$101.85	71%	29%
Employee/Spouse	1,561.79	\$452.55	42%	58%
Employee/Children	1,277.82	\$236.25	63%	37%
Employee/Family	2,129.70	\$504.00	53%	41%
BCBS Buy Up PPO 1000	2022	Emp per Paycheck	Monthly Co Contribution	Monthly Employee Contribution
	Monthly Cost			
Employee Only	791.86	\$126.00	68%	32%
Employee/Spouse	1,742.10	\$598.50	31%	69%
Employee/Children	1,425.35	\$279.30	61%	39%
Employee/Family	2,375.59	\$621.60	48%	52%
Delta Dental Co-Pay	2022	Emp per Paycheck	Monthly Co Contribution	Monthly Employee Contribution
	Monthly Cost			
Employee Only	\$12.22	\$6.11	Monthly Co Contribution	Monthly Employee Contribution
Employee/Spouse	\$26.30	\$13.15		
Employee/Children	\$25.12	\$12.56	0%	100%
Employee/Family	\$43.60	\$21.80	0%	100%
Delta Dental PPO	2022	Emp per Paycheck	Monthly Co Contribution	Monthly Employee Contribution
	Monthly Cost			

Employee Only	\$31.73	\$15.87	0%	100%
Employee/Spouse	\$68.30	\$34.15	0%	100%
Employee/Children	\$65.26	\$32.63	0%	100%
Employee/Family	\$113.26	\$56.63	0%	100%
VSP Vision	2022 Monthly Cost	Emp per Paycheck	Monthly Co Contribution	Monthly Employee Contribution
Employee Only	\$5.60	\$2.80	0%	100%
Employee/Spouse	\$11.22	\$5.61	0%	100%
Employee/Children	\$11.99	\$6.00	0%	100%
Employee/Family	\$19.17	\$9.59	0%	100%

**Employees currently enrolled in MV's Open Choice PPO plan may retain their coverage until the next open enrollment period. During the next open enrollment period, they must choose to change plans to one of the ATU approved medical plans.*

NOTE 1: These amounts reflect the current employee contribution to MV Transportation Medical, Dental and Vision plans for 2022.

NOTE 2: Future year rates for employee contribution amounts will be determined based on total premium rates which come out near the end of the calendar year. The percentage of employer/employee contributions shall remain the same for the term of the contract.

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 Article 23. The plans and contributions stated in the Article shall remain compliant with the ACA, if applicable, throughout the term of this Agreement.

LIFE INSURANCE

Life Insurance: A ten thousand (\$10,000) Life and AD&D insurance plans shall be provided and paid by the employer for full time employees consistent with all the Plan's provisions.

Employees shall be eligible to participate in the Company's group life and AD&D insurance plans consistent with all the Plan's provisions.

RETIREMENT 401(k) DEDUCTIONS

The Employer hereby agrees to participate in the ATU National 401K Pension plan for all eligible participants. on behalf of all employees represented for purposes of collective bargaining under this agreement and shall authorize the Plan to allow for participating employee, upon his/her request, to take loans on his/her contributions to the Plan.

The Employer will make or cause to be made payroll deductions from participating employee's wages in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sum to ATU National Pension Plan or its successor at such time, in such form and manner as required pursuant to the Plan and Declaration of the Trust (the "Trust").

Effective July 1, 2022, The Company will match 50% of the employee's contribution, up to a maximum of \$400 annual Company contribution. None of the terms, conditions, or language of the Plan shall come under the Grievance and Arbitration provision of the Agreement. The Union will hold the Company safe and harmless from any and all liability arising out of the administration of the plan.

The Employer will execute a Participation Agreement with the Trustees of the Plan evidencing Employer participation in the Plan effective prior to any employee deferral being received by the Plan.

For employees who chose to participate in the 401k program, the Company shall deduct and post employee contributions and Company matching biweekly.