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TENTATIVE AGREEMENT
between
AMALGAMATED TRANSIT UNION LOCAL 1091
and
MV TRANSPORTATION INC.
2910/North Ops
November 10, 2021

ARTICLE 12 - REPORTING REQUIREMENTS

A. Transportation: A transportation employee unable to report for work, must telephone the dispatch office sixty (60) minutes prior to the beginning of their scheduled work shift and inform such supervisor of their impending absence and the reason for it. The Employer will provide telephone support whereby the calling employee can leave a recorded message in case the telephone is not answered. If the employee leaves the recorded message, he/she must leave his/her name, the time called, the reason for the call, and a telephone number at which the employee can be reached should the Employer wish to contact the employee for further information. The Employer must retain the ability for the employees' dispatcher or designee to talk directly to the employee except in cases of emergency.

ARTICLE 21 - INSURANCE AND SICK LEAVE

B. Sick Leave:

Employees who are off work due to a bona fide sickness or non-occupational injury shall be eligible for sick leave.

1. **Accumulation of Sick Leave Benefits** - Sick Leave shall be accumulated at the rate of one (1) day per month of employment.
2. **Use of Sick Leave Benefits** - Sick Leave shall not be paid on scheduled days off, vacation days, and paid holidays. The sick leave payment, to which an employee is entitled, shall be paid at the employee's regular straight time hourly rate for eight/ten (8/10) hours per each day of absence due to sickness, non-occupational injury, disability, or pregnancy, subject to the limitations set forth in this Article. Paid sick leave shall accrue and be paid in terms of full days only. If an employee works any part of a day and becomes ill before completing his/her day's assignment, the next workday will be considered his/her first day of illness. Sick leave payment under this section will not be made to employees whose illness or injury is caused or results from the use of intoxicants, narcotics, their own misconduct, illness or injury sustained while on leave of absence without pay, nor shall they be paid for injury suffered in the employ of another Employer.
3. Sick leave benefits will begin on the first (1st) day of any one (1) illness or on the first day of hospitalization.

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ARTICLE 23 - VACATIONS

H. New Employee Time Off: In lieu of vacation for the first year of employment, new employees will receive three (3) days of PTO (Paid Time Off) after completing thirty (30) calendar days of employment. The thirty (30) day period begins after release from training. PTO days must be approved in advance using the requirements for floating holidays as defined in Article 24. PTO not used before the employees first anniversary will be forfeited. Days off requested and denied will be paid out on the first pay period following the employee's anniversary date. This section shall apply to all employees including UT operators.

ARTICLE 24 - HOLIDAY PAY

A. The following shall be paid holidays to eligible employees and such specified holidays are subject to the provisions set forth in this Article:

- | | |
|------------------------|---------------------------------------------------|
| New Year's Day | Day after Thanksgiving |
| Martin Luther King Day | Christmas Day |
| Memorial Day | The employee's birthday |
| Juneteenth | The employee's anniversary of employment |
| July Fourth | Floating Holiday after one (1) year of employment |
| Labor Day | |
| Thanksgiving Day | |

If any of the above holidays fall on a Saturday or Sunday, the holiday will be observed on the day reduced service is provided.

ARTICLE 25 - PERFECT ATTENDANCE BONUS

**Moved to Article 40 & 46*

ARTICLE 28 - TRANSPORTATION HOURS AND OVERTIME

B. No employee shall be required to work in excess of twelve (12) hours per service day for more than two (2) consecutive days, unless he/she desires to do so, and the Employer has authorized waivers. In the event an employee has been required to work twelve (12) hours per service day for two (2) consecutive days, on the third day, the employee shall not be required to work more than eight (8) hours, his or her bid run or hold down run. In addition, no employee shall be required to work in excess of his/her bid assignment for more than five (5) consecutive days unless he/she desires to do so, and the Employer has authorized waivers. Authorization of or denial of waivers shall be for the whole bargaining unit and not specific to any individual employee.

B.P.

ARTICLE 34 ABSENCES / LATE REPORTS - TRANSPORTATION

A. **Absences:** A transportation employee unable to report for work, must telephone the dispatch office sixty (60) minutes prior to the beginning of their scheduled work shift and inform such supervisor of their impending absence and the reason for it.

Absenteeism is measured in attendance points. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

An unexcused absence, where the employee calls in at least sixty (60) minutes prior to the start of his/her shift, is counted as one (1) point.

Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) or more attendance points within a rolling 12-month period, they will be subject to termination.

Excessive Absenteeism: If the total number of unexcused absences in a twelve (12) month period reaches twenty (20) the employee may be subject to termination. In the event the employee has a long term illness or injury that is not covered by another leave, the employee should seek a medical leave of absence. Any absence for illness or injury will be considered an excused absence with documentation from a medical provider.

Clean Slate: If an employee goes "day and point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior days/points will not be considered as a basis for disciplinary action.

B. **Failure to Report:** An employee, who fails to report their absence for forty-eight (48) hours, shall be terminated for just cause. An employee whose service was terminated shall be reinstated only if the employee supplies evidence that it was not reasonably possible to comply.

C. **Late Report:** A "late report" is failing to report at the employee's scheduled time or failing to notify dispatch sixty (60) minutes prior to the beginning of the employee's scheduled work. A "late report" excused in writing by the Employer does not constitute a "late report" under this section.

ARTICLE 40 - WAGE RATES OPERATOR

Bus Operators	Existing	New			
	1/1/22	1/1/22	1/1/23	1/1/24	1/1/25
	2.50%		3%	3%	3%
Start	\$18.00	\$22.00	\$22.66	\$23.34	\$24.04
1st Anniversary	\$18.22	\$23.00	\$23.69	\$24.40	\$25.13
2nd Anniversary	\$18.40	\$24.00	\$24.72	\$25.46	\$26.23
3rd Anniversary	\$19.13	\$25.00	\$25.75	\$26.52	\$27.32
4th Anniversary	\$20.18	\$26.00	\$26.78	\$27.58	\$28.41
5th Anniversary	\$22.54	\$28.00	\$28.84	\$29.71	\$30.60
6th Anniversary	\$27.00				

Bus Operators	1/1/22	1/1/23	1/1/24	1/1/25
10+ years, wage premium	\$1.00	\$1.00	\$1.00	\$1.00
20+ years, wage premium	\$2.00	\$2.00	\$2.00	\$2.00
30+ years, wage premium	\$3.00	\$3.00	\$3.00	\$3.00

The above wage premium shall be in addition the hourly rate of pay for all hours worked and will take effect on the employee's 10th, 20th and 30th anniversary date.

All pay increases will go into effect the beginning of the first full pay period following the date of the increase.

Extra Board Premium	Current
Extra Operators who work Monday through Friday	\$1.50
Extra Board Operators who work Saturday/Sunday	\$2.00

*The Extra Board premium is only for those employees who bid an Extra Board position during the mark-up process and is paid in addition to the hourly rate of pay for all hours worked. UT Shuttle operators who elect full time status will be treated as bided extra board operators when UT services are not operating and shall receive the above premium.

All premiums received shall be paid at the overtime rate of pay for any overtime hours worked.

Pay for Performance (all categories) \$200/month

- A. All pay increases will go into effect the beginning of the first full pay period following the date of the increase.
- B. It is agreed and understood that positive Employee performance is beneficial to the Employee, the Employer, the customer, and the Union.

Each employee has been given the knowledge, guidance, performance standards, and an opportunity to earn additional pay by meeting performance expectations. To take advantage of such opportunity is wholly within the control of the individual employee, and not employee groups. The Employer will pay to each eligible employee qualifying for such the following amounts:

PAY FOR PERFORMANCE: \$200 every month for each employee who, for the entirety of the calendar month meets all the following criteria:

- Perfect attendance: Zero (0) lost time due to any absence except paid bereavement, jury duty, holidays, Union business, vacation or company approved day off.
- Safety Performance: No preventable accidents.
- Performance Standards: No disciplinary actions of any sort, including late reports, safety points, or other matters involving progressive discipline.
- Disciplinary actions resolved through the grievance process where the employee is found to be not at fault will not prevent an employee from receiving the performance bonus for any period in which he/she should have received it and will be paid on the first full pay period following settlement of the grievance.

This is an additional lump sum payment to eligible employees. In addition, to earn the incentive the employee must be active and at work during the entire month. Being in a Limited Duty or Work Hardening status under a Return-to-Work Program shall count as time at work for purposes of this incentive. The \$200 monthly lump sum bonus shall be paid in a separate check on the first pay period of the following month from which it was earned.

ARTICLE 46 - MAINTENANCE WAGES

	Existing	New			
	1/1/22	1/1/22	1/1/23	1/1/24	1/1/25
	2.50%		3%	3%	3%
AA (Master)	\$32.84	\$33.84	\$34.86	\$35.90	\$36.98
A (1st Class)	\$31.69	\$32.69	\$33.67	\$34.68	\$35.72
B (2nd Class)	\$30.59	\$31.59	\$32.54	\$33.51	\$34.52
C (3rd Class)	\$29.84	\$30.84	\$31.77	\$32.72	\$33.70
Parts Clerk (Entry Level)	\$19.43	\$20.43	\$21.04	\$21.67	\$22.32
Parts Clerk (P1)	\$20.64	\$21.64	\$22.29	\$22.96	\$23.65
Parts Clerk (P2)	\$24.00	\$25.00	\$25.75	\$26.52	\$27.32
Utility Worker	\$19.43	\$20.43	\$21.04	\$21.67	\$22.32
Service Island Employee	\$21.86	\$22.86	\$23.55	\$24.25	\$24.98
Part Time Service Island	\$16.29	\$17.29	\$17.81	\$18.34	\$18.89
Shop Utility	\$19.43	\$20.43	\$21.04	\$21.67	\$22.32
Service Writers	\$24.00	\$25.00	\$25.75	\$26.52	\$27.32

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	1/1/22	1/1/23	1/1/24	1/1/25
10+ years, wage premium	\$1.00	\$1.00	\$1.00	\$1.00
20+ years, wage premium	\$2.00	\$2.00	\$2.00	\$2.00
30+ years, wage premium	\$3.00	\$3.00	\$3.00	\$3.00

Lead: \$1.50

The above wage premium shall be in addition the hourly rate of pay for all hours worked and will take effect on the employee's 10th, 20th and 30th anniversary date.

All premiums received shall be paid at the overtime rate of pay for any overtime hours worked.

Shift Differential	Current	Proposed
Mechanics, Building Maintenance Techs, & Parts personnel		
2nd Shift	\$0.55	\$0.90
3rd Shift	\$0.65	\$1.00
Service Employees		
2nd Shift	\$0.25	\$0.60
3rd Shift	\$0.35	\$0.70

Pay for Performance (all categories) \$200/month

It is agreed and understood that positive Employee performance is beneficial to the Employee, to Employer, the customer, and the Union.

Each employee has been given the knowledge, guidance, performance standards, and an opportunity to earn additional pay by meeting performance expectations. To take advantage of such opportunity is wholly within the control of the individual employee, and not employee groups. The Employer will pay to each eligible employee qualifying for such the following amounts:

PAY FOR PERFORMANCE:

Individual Performance: \$100 every month for each employee who, for the entirety of the calendar month meets all the following criteria:

- Perfect attendance: Zero (0) lost time due to any absence except paid bereavement, jury duty, holidays, Union business, vacation or company approved day off.
- Safety Performance: No preventable accidents
- Performance Standards: No disciplinary actions of any sort Performance Standards: No disciplinary actions of any sort, including late reports, safety points, or other matters involving progressive discipline.

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- Disciplinary actions resolved through the grievance process where the employee is found to be not at fault will not prevent an employee from receiving the performance bonus for any period in which he/she should have received it and will be paid on the first full pay period following settlement of the grievance.

Shop Performance: \$100 every month for each employee when the Miles Between Road Calls goal is met and the employee's scheduled shift achieves 100% of scheduled pull outs for the month. In the event the goal is not met because the Employer failed to provide the necessary parts, tools and/or equipment (including poor p.m. planning and operator shortages) to ensure shop performance all employees shall receive the \$100 shop performance bonus.

This is an additional lump sum payment to eligible employees. In addition, to earn the incentive the employee must be active and at work during the entire month. Being in a Limited Duty or Work Hardening status under a Return-to-Work Program shall count as time at work for purposes of this incentive. The monthly lump sum bonuses shall be paid in a separate check on the first pay period of the following month from which it was earned.

**ARTICLE 47 - UT SHUTTLE WORK
Amend per MOU**

**ARTICLE NEW- SUPERVISORS/DISPATCHERS/ETC.
Add per MOU**

Supervisors/Dispatchers/Trainers	Existing	New			
		1/1/22	1/1/23	1/1/24	1/1/25
	2.50%		3%	3%	3%
Dispatcher/Road Supervisors	\$28.04	\$29.50	\$30.39	\$31.30	\$32.24
Trainer	\$28.04	\$29.50	\$30.39	\$31.30	\$32.24
Maintenance Supv/Qual Assurance	\$33.87	\$35.50	\$36.57	\$37.66	\$38.79

The above scale reflects the starting wage rates for the above classifications. Existing employees with a rate of pay not in the above scale shall receive a \$1.50 increase effective 1/1/22, then 3% each January 1st for 2023, 2024 and 2025.

	1/1/22	1/1/23	1/1/24	1/1/25
10+ years, wage premium	\$1.00	\$1.00	\$1.00	\$1.00
20+ years, wage premium	\$2.00	\$2.00	\$2.00	\$2.00
30+ years, wage premium	\$3.00	\$3.00	\$3.00	\$3.00

The above wage premium shall be in addition the hourly rate of pay for all hours worked and will take effect on the employee's 10th, 20th and 30th anniversary date.

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All premiums received shall be paid at the overtime rate of pay for any overtime hours worked.

Lead Position Premium \$1.50

Pay for Performance (all categories) \$200/month

- C. All pay increases will go into effect the beginning of the first full pay period following the date of the increase.
- D. It is agreed and understood that positive Employee performance is beneficial to the Employee, the Employer, the customer, and the Union.


Each employee has been given the knowledge, guidance, performance standards, and an opportunity to earn additional pay by meeting performance expectations. To take advantage of such opportunity is wholly within the control of the individual employee, and not employee groups. The Employer will pay to each eligible employee qualifying for such the following amounts:

PAY FOR PERFORMANCE: \$200 every month for each employee who, for the entirety of the calendar month meets all the following criteria:

- Perfect attendance: Zero (0) lost time due to any absence except paid bereavement, jury duty, holidays, Union business, vacation or company approved day off.
- Safety Performance: No preventable accidents.
- Performance Standards: No disciplinary actions of any sort, including late reports, safety points, or other matters involving progressive discipline.
- Disciplinary actions resolved through the grievance process where the employee is found to be not at fault will not prevent an employee from receiving the performance bonus for any period in which he/she should have received it and will be paid on the first full pay period following settlement of the grievance.

This is an additional lump sum payment to eligible employees. In addition, to earn the incentive the employee must be active and at work during the entire month. Being in a Limited Duty or Work Hardening status under a Return-to-Work Program shall count as time at work for purposes of this incentive. The \$200 monthly lump sum bonus shall be paid in a separate check on the first pay period of the following month from which it was earned.

AGREED UPON DATE: November 10, 2021



 Brent Payne, President ATU 1091
 UNION REPRESENTATIVE



 Jeff Carty, General Manager MV
 EMPLOYER