



DATE: January 18, 2023

TO: RFP Recipients

FROM: Roni Hattrup, Executive Director of Mountain View Transportation Management Association

SUBJECT: ADDENDUM #2 to RFP for Shuttle Operations

This correspondence constitutes official record of the first alteration of the Mountain View Transportation Management Association's RFP for Shuttle Operation Services, issued on November 12, 2022.

This Addendum includes the following alterations:

1. **Proposal Due Date:** Bidders may submit modifications to their proposal through January 25th at 3:00PM, should this Addendum result in the need to do so. Modifications can be provided in PDF format and emailed to admin@mvgo.org.
2. **Attachment F – Current Contractor Wages & Benefits**
Additional benefit and pension plan costs for MVgo maintenance worker have been added to Attachment F, which is attached. Added details are shown in **RED**.

ATTACHMENT F – REVISED 1/18/23 (revisions shown in RED)**CURRENT CONTRACTOR WAGES & BENEFITS****MVGo Shuttle Program**

Contractor: MV Transportation, Inc.

Union Status: Drivers and Office Staff - Non-Union, Maintenance Worker – Union (see Collective Bargaining Agreement, attached as Exhibit A)

Position	Date of Hire	Exempt	Wage
Driver	3/14/2022	N	\$ 25.05
Driver	11/8/2021	N	\$ 26.85
Driver	4/4/2022	N	\$ 25.05
Driver	10/21/2019	N	\$ 25.05
Driver	6/23/2021	N	\$ 25.05
Driver	7/20/2021	N	\$ 25.05
Driver	11/22/2021	N	\$ 25.05
Driver	10/31/2022	N	\$ 22.00
Driver	11/21/2022	N	\$ 25.05
Operations Supvr	8/26/2019	N	\$ 29.02

**Wages reflected above are base wages. Wage of \$22 is for training period only. Wage increases to \$25.05 upon completion of training.*

Number of Drivers: 9 (Regular Full-Time)

Maintenance Worker Wage: \$34.65

Maintenance Worker Medical Cost: \$1,910/mo (employer), \$0 (employee)

Maintenance Worker Pension Cost: \$755.25/mo (employer), \$0 (employee)

401K: Company matches 20% of employee contributions up to 6% of compensation.

Benefits: Medical, dental and vision plans are available with employee contributions. See plan information attached. Below is a monthly cost summary for those who participate in the benefit plans.

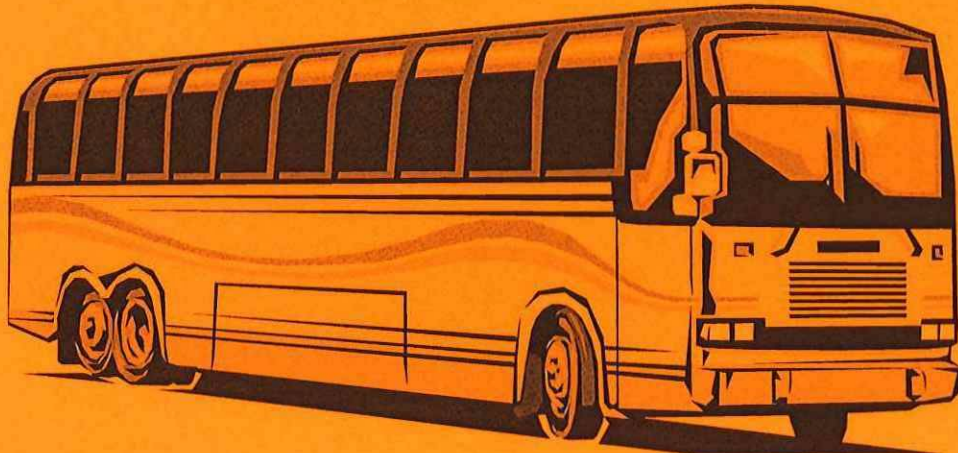
<u>Benefits Cost Summary</u>				
	Employee Count	Employee Cost	Employer Cost	Total Cost
Medical				
Employee Only	1	\$ 87.26	\$ 425.87	\$ 513.13
Employee + Spouse	2	\$ 388.84	\$ 740.04	\$ 1,128.88
Employee + Children	1	\$ 204.26	\$ 719.37	\$ 923.63
Employee + Family	0	\$ 421.96	\$ 1,117.42	\$ 1,539.38
Dental	Employee Count	Employee Cost	Employer Cost	Total Cost
Employee Only	1	\$ 31.73	\$ -	\$ 31.73
Employee + Spouse	2	\$ 68.30	\$ -	\$ 68.30
Employee + Children	1	\$ 65.26	\$ -	\$ 65.26
Employee + Family	0	\$ 113.26	\$ -	\$ 113.26
Vision	Employee Count	Employee Cost	Employer Cost	Total Cost
Employee Only	1	\$ 5.60	\$ -	\$ 5.60
Employee + Spouse	2	\$ 11.22	\$ -	\$ 11.22
Employee + Children	1	\$ 11.99	\$ -	\$ 11.99
Employee + Family	0	\$ 19.17	\$ -	\$ 19.17

CURRENT CONTRACTOR WAGES & BENEFITS

Number of Drivers: 10 (non-exempt shuttle driver class)

Job Title	Worker Category	Seniority Date	Regular Pay Rate	FLSA
Driver - Coach Operator	Full-Time	04/16/2015	\$28.00	Non-exempt
Driver - Coach Operator	Full-Time	02/02/2016	\$29.00	Non-exempt
Driver - Coach Operator	Full-Time	09/18/2022	\$28.00	Non-exempt
Driver - Coach Operator	Full-Time	05/14/2018	\$28.00	Non-exempt
Driver - Coach Operator	Full-Time	07/23/2018	\$28.00	Non-exempt
Driver - Coach Operator	Full-Time	07/01/2019	\$28.00	Non-exempt
Driver - Coach Operator	Full-Time	08/01/2019	\$28.00	Non-exempt
Driver - Coach Operator	Full-Time	10/28/2019	\$28.00	Non-exempt
Driver - Coach Operator	Full-Time	10/05/2021	\$28.00	Non-exempt
Driver - Coach Operator	Full-Time	11/16/2021	\$28.00	Non-exempt
Driver - Coach Operator	Full-Time	01/24/2022	\$28.00	Non-exempt

[illegible]



MV TRANSPORTATION, INC. Technicians

COLLECTIVE BARGAINING AGREEMENT

October 1, 2017, through September 30, 2022

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO
MACHINISTS AUTOMOTIVE TRADES DISTRICT NO. 190
PENINSULA AUTO MACHINISTS LOCAL LODGE NO. 1414

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THIS AGREEMENT by and between **M V TRANSPORTATION, INC.**, hereinafter referred to as the "Employer," and **PENINSULA AUTO MACHINISTS LOCAL LODGE NO. 1414**, and **MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190**, of **NORTHERN CALIFORNIA**, of the **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**, hereinafter referred to as the "UNION," covers the employment of all employees employed by the Employer, in the jurisdiction of Local Lodge 1414, engaged in the repair and maintenance of all types of electrical and combustion engines and all erection and construction work done by the Employer, whether done at the Employer's plant or at industrial or construction job site, coming under the jurisdiction of the Union as outlined in the Constitution of the International Association of Machinists and Aerospace Workers.

SECTION 1 - EMPLOYMENT

1.1 This Agreement shall cover all employees in the following classifications. Technician A (Journeyman), Technician B, Technician C, Machinists, Motorcycle, Electrical, Fender, Body, Radiator, Frame, Welders, Trimmers, Radio, Foremen, Testers, Towermen, Dispatchers, Service Salesmen, Erection and/or Construction Machinists, and Heavy Duty Repairmen, if employed by the Employer if the work is done at the Employer's plant or at any industrial or construction job site, Specialists, Apprentices, and all other Mechanics working on Automotive or Electrical Equipment.

1.2 Journeymen shall have served an apprenticeship or otherwise have acquired the knowledge, experience and ability to perform work assigned them within a reasonable time and in a satisfactory manner.

SECTION 2 - UNION SECURITY

2.1 Every person performing work covered by this Agreement who is a member of the Union shall, as a condition of employment, remain a member in good standing of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union on or after the expiration of thirty-one (31) continuous or accumulative days of employment.

2.2 Membership in the Union shall be available to any such person on the same terms and conditions generally applicable to other members.

2.3 If federal law is hereafter amended to permit a lesser requirement for Union membership or Union membership as a condition of employment than provided in this subsection, such lesser requirement shall automatically apply to this Agreement.

2.4 The Employer shall be required to discharge any employee pursuant to this subsection upon written notice from the Union of such employee's non-compliance with this section.

2.5 The Employer shall be the judge of the competency of the employee.

2.6 Whenever an employee is discharged, quits or is laid off, the Union shall be notified in writing by the Employer within forty-eight (48) hours thereafter.

SECTION 3 - SENIORITY

3.1 Seniority by classification shall prevail in the reduction of forces and the reemployment of employees, provided the more senior employee in the classification can perform the required tasks.

3.2 Seniority shall date from date of hiring, but no seniority rights shall accrue thereunder until after a probationary period of ninety (90) calendar days. At the end of the probationary period, the employee shall be classified as a regular and competent employee.

3.3 The adoption of the Technician A, Technician B and Technician C classification structure shall not result in the layoff or termination of any current Technician A (Journeymen), Apprentices, or Technician B employees (Utility Mechanics). Any current Utility Mechanics who are reclassified to Technician C shall be red-circled at their current hourly wage rate.

3.4 In the event the Employer changes hands, employees retained or rehired within ninety (90) days by the new management shall hold their standing and seniority established under the former management in accordance with the provisions of Section 24 - Assignability.

3.5 In layoffs and rehire, where the senior employee is qualified to perform the required task, seniority shall prevail. Seniority shall be lost for the following reasons only: voluntarily leaving the employ of the Employer, discharge for just cause, failure to return to work within five (5) days after recall to work by written notice, and because of not being recalled to work within ninety (90) days after layoff. The Employer will give written notice of layoff or discharge of employee who has been in service thirty (30) days or more at time of same with copy to Union. Employees laid off shall keep the Employer advised in writing of their correct mailing address.

3.6 The Employer shall recall employees by registered letter addressed to their last known address, or may contact by phone. Employees recalled after layoff shall notify the Employer immediately upon receipt of notice of recall as to whether or not the employee will return to work within the five (5) day period. Employees who have been laid off and who are rehired more than ninety (90) days after layoff lose seniority and start as new employees.

3.7 Supervisory employees shall retain but not accumulate seniority over employees in the bargaining unit (those elevated to non-contractual jobs).

SECTION 4 - HOURS

- 4.1** Eight (8) hours shall constitute a regular day's shift.
- 4.2** The starting times for the day shift shall be between the hours of 5:00 a.m. and 10:00 a.m.
- 4.3** There may be a maximum of two (2) employees scheduled to start the day shift at 4:00 a.m.
- 4.4** The starting time for the swing shift shall be between 10:00 a.m. and 3:00 p.m.
- 4.5** The starting times for the graveyard shift shall be between 10:00 p.m. and 4:59 a.m.
- 4.6** There may be more than one (1) starting time scheduled between the above hours.
- 4.7** The lunch period shall be in the middle of the shift and shall be one (1) hour unless agreed otherwise.
- 4.8** The normal workweek shall be forty (40) hours scheduled within five (5) consecutive days. The Company may, in its discretion, assign a workweek schedule of four (4), ten (10) hour days to some or all of its employees. If such schedule is utilized, at least two (2) of the days off shall be consecutive.
- 4.9** Any hours worked in excess of eight (8) hours per day [or ten (10) hours per day in the case of the ten-hour, four-day schedule] or forty (40) hours per week shall be paid at the rate of time and one half (1½).
- 4.10** Any work performed in excess of twelve (12) hours per day or forty-eight (48) hours per week shall be paid at double (2X) time.
- 4.11** Work performed on holidays shall be paid at time and one half (1½) in addition to holiday pay.
- 4.12** Technician A Mechanics working the swing shift shall be paid a premium of One Dollar and Seventy-Five Cents (\$1.75) per hour. The Technician A Mechanics working the graveyard shift shall be paid a premium of Two Dollars and Twenty-Five Cents (\$2.25) per hour.
- 4.13** Technician B Mechanics working the swing shift shall be paid a premium of One Dollar (\$1.00) per hour. Technician B Mechanics working the graveyard shift shall be paid a premium of One Dollar and Thirty Cents (\$1.30) per hour.
- 4.14** Technician C Mechanics working the swing shift shall be paid a premium of Eighty Cents (\$0.80) per hour. The Technician C Mechanics working the graveyard shift shall be paid a premium of One Dollar (\$1.00) per hour.

4.15 The Employer shall give at least one (1) week's notice to the employee of the change of shift work. There will be no shift change made to avoid holiday pay.

4.16 Any call back shall be paid at the rate of time and one half (1½).

4.17 Overtime shall be distributed equally among employees covered by this Agreement.

4.18 Employees working on their days off shall be guaranteed eight (8) hours' work or pay therefor.

4.19 Employees working on any of the holidays specified in Section 14 hereof shall be guaranteed eight (8) hours' work or pay in addition to the pay for the holiday.

4.20 Each regular employee working on any day of the workweek shall be guaranteed forty (40) hours' work or pay therefor at the regular straight time rate, provided, however, that work on the sixth day, seventh day, holidays, or overtime shall be deemed to be in addition to work in the workweek applicable, and shall not be used for purposes of computing the guaranteed workweek. This guarantee shall not apply in a case of discharge for cause, voluntary layoff, or failure to report for work.

4.21 Regular employees who are laid off at the end of any workweek due to slackness of work may be recalled to work as temporary employees in any succeeding week. No new temporary employee shall be employed while regular employees are laid off for lack of work.

4.22 The Employer may establish an on-call program as follows: Employees shall be assigned on a rotational basis to be available to perform work as in the case of equipment breakdowns when mechanics are not otherwise regularly at work. Employees assigned such work shall receive the equivalent of one (1) hour's pay for each day for which they are required to be available. In addition, when called to perform work, they shall receive one and one half (1½) times their normal straight time hourly rate for work performed and shall be guaranteed a minimum of one (1) hour's pay at such premium when required to report to work.

4.23 There shall be no duplication or pyramiding of overtime or other premium rates which are referred to or required in this and/or any other section of this Agreement.

4.24 Non-probationary employees shall be afforded the opportunity to bid on shifts at least twice per calendar year, and once a bid is conducted, the timing of the next bid normally shall not exceed six (6) months. Except in emergencies, the Employer shall not conduct a shift bid in excess of four (4) times per calendar year.

SECTION 5 – MANAGEMENT RIGHTS

5.1 The Company retains the sole and exclusive right to exercise all the authority, rights and/or functions of management and expressly retains the complete and exclusive authority, right and power to manage its operations and to direct its employees except as the terms of the agreement, limit said authority, right and powers.

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

- A. Determine and schedule work hours, allot and assign work, shifts and overtime;
- B. Direct the working forces, including the right to hire, promote, lay off or transfer within the terms of the collective bargaining agreement;
- C. Close down, reduce or expand the Company's facility or any parts thereof; reduce alter, combine, transfer or cease any operation or service;
- D. Determine the size and composition of the working force;
- E. Determine the policy and procedure affecting the selection of and training of new employees;
- F. Determine and implement measures, including existing and new technology, to promote safety and to protect health and property.
- G. Make reasonable changes and enforce rules, policies and practices not in conflict with the provisions of this agreement.

5.3 When possible, these rules and their revisions will be given to the union two weeks prior to implementation, for review and clarification.

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

SECTION 6 - SHOP STEWARDS - LEAVE OF ABSENCE

6.1 The Employer agrees that members of the Union may choose from the regular employees a representative or steward to act on behalf of the Union in any capacity assigned to such representative or steward by the Union, provided, however, that such activity on the part of the representative or steward shall not interfere with the normal and regular operations.

6.2 The Employer agrees that officers, business representatives of the Union and shop stewards shall not be discriminated against on account of their union activities. It is agreed by both parties hereto that the duly authorized representatives of the Union may visit the establishment of the Employer for the purpose of carrying out and enforcing the terms of this Agreement.

6.3 The Employer shall have one (1) shop steward who, for purposes of layoff, shall have super seniority.

6.4 The Employer shall furnish to the Union a seniority roster of the employees, including their pay classifications, quarterly.

6.5 A leave of absence for a reasonable time shall be granted to a reasonable number of employees elected to transact Local 1414 business, provided that ten (10) days' written notice be given by the Union to the Employer.

SECTION 7 - TOOL INSURANCE

7.1 The Employer shall be responsible for the replacement value of an employee's tools stolen from the premises of the Employer while such premises are closed for business, or when the mechanical department is closed for business, or when the tools were secured by being locked up, or by reason of fire in the Employer's premises at any time. The employee and the Employer have an obligation to maintain a current inventory of the tools with the Employer and keep the employee's tools locked when the employee is absent from the mechanical department. All power tools shall be furnished by the Employer.

7.2 The Employer shall supply the shop with all special and power tools, including wrenches of 1½ inches or larger and ¾-inch and larger drive sockets.

7.3 Each employee will receive a yearly tool allowance of two hundred dollars (\$200.00) per year for the purchase of tools. A check will be payable on December 1 of each year. Payment will be a separate check.

SECTION 8 - SERVICE MEETINGS, INSURANCE, CAMPAIGNS AND DRIVES

8.1 The Union agrees to cooperate with the Employer in holding mandatory service instruction

and/or safety meetings. Employees who attend such meetings shall be paid at the appropriate rate.

8.2 No employee shall be required to take out insurance other than that required by law except that which is covered in this Agreement.

SECTION 9 – COVERALLS/WORK UNIFORMS

9.1 The Employer shall furnish one (1) clean change of work uniform for each scheduled workday to each employee covered by this Agreement. Coveralls bearing the Employer's advertisement or a specified color or design shall be furnished by the Employer. All the laundry to be paid for by the Employer not to exceed two (2) laundries a week, if necessary. All employee uniforms and coveralls will have safety reflective markings on shirts and pants legs.

SECTION 10 - GRIEVANCE PROCEDURE, ADJUSTMENT BOARD AND ARBITRATION

10.1 All grievances which cannot be settled directly by the shop steward of the Union with the Employer shall be referred to the business representative of the Union and the Employer or his designated representative.

10.2 The Employer shall be entitled to discharge employees for just cause.

10.3 Employees claiming they were unjustly discharged shall file a written complaint with the Employer within seven (7) calendar days after such discharge or their right to grievance shall be considered waived and lost.

10.4 All complaints concerning a violation of this Agreement, all questions or disputes concerning the meaning, interpretation, application or enforcement of this Agreement which are not settled in the manner above provided within five (5) business days, unless mutually extended, shall be referred to a Board of Adjustment upon written request of either party, who shall specify the nature of the complaint in such request.

10.5 The Board of Adjustment shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. No member of the Union or representative of the Union directly involved in, or a party to, the dispute, and no Employer or representative of any Employer directly involved in, or a party to the dispute, shall be eligible to serve as a member of the Board of Adjustment. A decision by a majority of the members of such Board shall be final and binding on all parties. In the event that the Adjustment Board is unable to reach a decision by majority or unanimous vote on any such matter, such dispute may be referred to an impartial arbitrator. The Board of Adjustment and/or the Arbitrator shall have no authority to add to, ignore or alter the language of this Agreement.

10.6 In the event that the Board of Adjustment is unable to reach a decision by majority or unanimous vote on the grievance, either party may request arbitration of the grievance. Such request must be made in writing within thirty (30) days of the Board of Adjustment decision. If the parties are unable to select an arbitrator within two (2) weeks, an arbitrator shall be selected from a list of seven (7) names obtained from the American Arbitration Association. The parties shall alternately strike names until one (1) of the seven (7) names remains. The parties agree that the arbitrator's decision shall be final and binding. Should the non-grieving party fail to timely participate in any of the steps of the grievance procedure, the grieving party may then move the grievance to the next higher level, including arbitration. Each side shall pay one-half (½) of the charges of such arbitrator.

10.7 There shall be no strikes, lockouts or other form of work stoppage with respect any matter, dispute or grievance under process of adjustment or arbitration as provided for herein, excepting as provided in Section 12 where the Employer fails to pay such premiums.

10.8 The arbitrator's written award, if in conformity with his jurisdiction and authority as set forth in this Agreement, shall be binding upon the aggrieved employee, the Union, the Company and its employees.

SECTION 11 - ILLEGAL WORK AND ACTIVITIES (MOONLIGHTING)

11.1 The Employer and the Union agree that any employee engaging in auto, truck or motorcycle repair work for profit outside of the employee's regular working hours while on the payroll of any Employer signatory to this Agreement, shall be subject to immediate discharge and such discharge shall not be subject to grievance procedure. The Union agrees to provide the Employer with evidence of proof of such activities on the part of the employee when discharge is requested by the Union. The Employer agrees that, in instances of discharge initiated by the Employer, proof of violation of this provision will be provided by the Employer.

SECTION 12 - NO STRIKES OR WORK STOPPAGES OR LOCKOUTS

12.1 During the period of this Agreement the Union agrees that its members will not engage in any strike or stoppage of work and the Employer agrees not to engage in any lockouts, provided, however, that, after Trustees of Automotive Industries Welfare Fund or Automotive Industries Pension Trust Fund find that the Employer has failed to pay premiums and administrative costs, as provided in the Trust Agreements, it shall not be a violation of this Agreement for the Union to take necessary economic action.

12.2 Notwithstanding any other provisions of the Agreement to the contrary, it shall not be a violation of this Agreement for any person covered by this Agreement to refuse to cross any lawful picket line or to refuse to work behind any lawful picket line. Any such refusal shall not constitute grounds for, or cause for, discharge or lay-off, demotion, suspension or any other disciplinary

action.

SECTION 13 - VACATIONS

13.1 After an initial period of three (3) months of service with the Employer, prior to June 1, an employee shall receive a pro rata vacation with pay computed at the rate of one-twelfth (1/12th) of the weekly rate for each month of employment prior to June 1.

13.2 For the initial period of service with the Employer prior to June 1, an employee shall receive a pro rata vacation with pay computed at the rate of one-twelfth (1/12) of the weekly rate for each month of employment prior to June 1.

13.3 Thereafter, he/she shall receive vacation pay as follows: for one year's service from and after June 1, five (5) days; for two years' service, ten (10) days; for five (5) years' service, fifteen (15) days. For the purpose of computing vacations as herein scheduled, if the initial period of service that an employee shall have been in the continuous employment of the Employer covers a period from or prior to December 1 to the following June 1, such period shall be deemed the equivalent of the first year's service for the purpose of computing vacations in subsequent years.

13.4 Employees working on their qualifying year who have not completed the full year (June 1st), when terminated, shall be paid vacation pay, prorated for the number of months worked on the qualifying year as though the year had been completed.

13.5 When a holiday as provided herein falls within an employee's vacation, such employee will have the option of extending his vacation by one (1) day with pay or taking pay for the holiday. Vacation pay, when requested in advance, shall be paid to the employee on the last working day preceding the actual commencement of his/her vacation. Employees shall be required to take a vacation as and when due unless this requirement is waived in writing by the Union in any individual instance.

13.6 The Employer shall not fix any vacation periods during the months of January, February, March, October, November and December unless the employee entitled to such vacation period prefers his/her vacation in those months. The Employer shall post a notice or bulletin of a vacation schedule, according to seniority, not later than the 15th day of March, when practical. Vacation pay shall be the employee's actual weekly scale exclusive of overtime.

13.7 Vacations shall be paid at the shift rate of pay.

13.8 All permanent employees covered by this Agreement who have been in the employ of their respective employer three consecutive months or more, whose employment is terminated for any reason, shall be paid proportionately for vacation pay, such payment to be calculated upon one-twelfth (1/12) of their weekly wage for each month served in the employ of such respective employer for all months of service, and the employees entitled to over five (5) days' vacation shall be paid proportionately.

13.9 Emergency Leave Fund: All employees will be able to donate vacation days, sick days or floating holidays to another employee of MV Transportation for their use in an emergency. This on a voluntary basis only; 100% participation is not mandatory.

13.10 Vacation Cash-Out:

Employees shall have the option of cashing out accrued vacation during the first week in June OR during the first week in December of each year. Vacation cash outs must be requested in writing by December 31st of the previous calendar year from the requested vacation cash out window. Failure to request vacation cash out in writing before the December 31st date shall result in denial of the cash out request. This cash-out election, once made, is irrevocable and cannot be withdrawn.

Employee may carry over vacation days to the following year. Beginning January 1, 2019, at no time shall the employee have more than two hundred percent (200%) of their total annual accrual amount, no more vacation may be earned (accrued) until the vacation balance falls below that level. Employees that are above that cap should request a vacation cash-out in accordance with the previous paragraph so that their vacation cap falls below two hundred percent (200%) by January 1, 2019

Example: An employee earns 40 hours of vacation annually. 200% of 40 hours would be 80 hours. So the employee's maximum vacation balance would be 80 hours. At the end of each month the Company will provide the employee with a print out of the vacation balance.

Employees are also eligible for a hardship withdrawal in accordance with the Company's Vacation Cash Out policy.

SECTION 14 - HOLIDAYS

14.1 Employees shall have the following days off with pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, and four (4) Floating Holidays per calendar year (up to 72 hours notice may be required when requesting Floating Holidays).

14.2 Floating Holidays require at least six (6) months of employment. Selection of Floating Holiday shall be at the employee's option, but no more than one (1) employee may be authorized a Floating Holiday on the same day unless mutually agreed, and seniority shall prevail.

14.3 When any of the above holidays fall on Sunday, the day observed by the State or nation shall be considered as the holiday. There shall be no deduction in pay for the above-named holidays, and employees whose work shifts do not fall on the above-named holidays shall receive pay for such holidays, and shall be paid at their prevailing rate.

14.4 In order to be eligible for holiday pay when no work is performed, an employee must work or be available for work in the last regular work day immediately prior to a holiday and the first regular work day immediately following that holiday unless that employee can show a justifiable excuse to the Employer and the Union. Whenever an employee is off the job for reasons of bona fide illness or injury for a period of up to ninety (90) days, the employee shall receive pay for any holiday falling within that time period. Any employee who is laid off or discharged for cause at the end of employee's work week, as specified in Section 4, shall receive pay for any holiday that falls on the first day of the employee's shift the following week.

14.5 Employees working the four (4) day (10) hour shifts shall receive the holidays provided for in this Section. If the holiday falls on a scheduled day of work, the employee shall receive the day off and shall be paid ten (10) hours pay at the straight time hourly rate. Employees who are not scheduled to work on the holiday shall be paid eight (8) hours of pay at the straight-time hourly rate.

SECTION 15 - WAGES

15.1 The Employer agrees to pay the following minimum rates of pay bi-weekly. Any wage increases in this agreement are retroactive back to October 1, 2017 for those employed at the time of ratification.

Effective: 10/1/2017

	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021
Technician A (Journeyman)	\$39.96	\$40.96	\$41.96	\$42.96	\$43.96
Technician B	\$30.65	\$31.65	\$32.65	\$33.65	\$34.65
Technician C	\$27.26	\$28.26	\$29.26	\$30.26	\$31.26
Parts Clerk*	\$25.83	\$26.33	\$26.83	\$27.33	\$27.83

All parts clerks hired after ratification, will proceed according to new hire rate. The above wage scale reflects a \$1.00 increase to the technicians and \$.50 increase to the parts clerk every October 1st. No employees employed as of the date of ratification shall suffer a reduction in their wage rate as a result of entering into this agreement.

15.2 The total number of B and C Technicians employed shall not be greater than four (4) times the number of Technician A's employed, excluding Foremen. The number of C Technicians employed shall not exceed sixty percent (60%) of the total workforce including Foremen and Apprentices, unless by mutual agreement otherwise.

15.3 Any employee receiving a better wage prior to the signing of this Agreement shall not take any reduction in same. Nothing herein shall prohibit the Employer from paying over the minimum wage set forth in this Agreement.

15.4 Any Technician who receives an A.S.E. Certificate authorized by the Employer shall be paid One Hundred Dollars (\$100.00) for each such certification. The payment shall apply to obtaining the initial ASE certificate and to any renewal thereof. If the examination for the authorized certificate is scheduled during the employee's regular working hours, he will receive his regular rate of pay for any working hours lost as a result of such examinations.

Any Technician who becomes a Master A.S.E. Certified Technician for Transit Coach or Medium and Heavy Duty Truck shall receive a one thousand dollar (\$1,000) bonus per year.

15.5 Training:

15.5.A. The Employer shall reimburse employees for tuition and test fees upon successful completion of A.S.E. and/or Air Conditioning certification.

15.5.B. The employer shall reimburse employee for tuition, testing fees, and parking upon successful completion of class. If employee fails class, no compensation shall be given. Lost time not covered. All reimbursements made on separate check. Air Conditioning includes Half Moon Bay facility

15.5.C. The employer shall pay for all classes, books, parking, and fees to attend a school for CNG Training upon availability and upon successful completion of the class. Employee must show proof of certificate or letter of completion. Lost time not covered. All reimbursements made on separate check.

15.6 Class A Technician (Journeyman) and Foremen:

- Possess a Commercial Driver's License – Class B with a Passenger endorsement;
- Possess EPA Air Conditioning Certification as required;
- Must complete Apprenticeship Program or equivalent;
- Able to perform road repairs;
- Proficient with Employer-supplied diagnostic personal computers as trained and required by the Employer;
- Possess an extensive set of hand tools;
- Participate in required technical training sessions;
- Able to use electronic testers and computer software for diagnosis;
- Able to use diagnostic flow charts trees;
- Able to read a wiring schematic;
- Able to instruct others in proper repair procedures;
- Must be able to be certified as an annual inspector;
- Must be able to be certified as a brake inspector;
- Able to troubleshoot, service and repair: brake systems, suspension systems, air conditioning and heating systems as required, charging systems, electrical systems, drive trains, engine systems, tires and wheels, air systems, steering systems, axle systems, cooling systems,

- passenger seating, lighting systems, fuel systems;
- Able to perform minor welding and brazing;
- Practice proper handling of waste materials;
- Able to properly document repairs and parts usage;
- Practice shop safety procedures and techniques;
- Report all safety problems and practices;
- Demonstrate a team philosophy;
- Ensure work areas remain clean of debris;
- Able to use parts and service manuals;
- Able to read and understand MSDS;
- Able to lift a minimum of 60 pounds;
- Submit to and pass a D.O.T. physical;
- Submit to and pass a N.I.D.A. Drug Screen as required by the Federal Motor Carrier Safety Regulations and/or Department of Transportation Regulations;
- Pass a Company Road Test for fleet equipment;
- Able to read and write English;
- Accept other duties as assigned.

15.7 Class B Technician:

- Should possess a Commercial Driver's License – Class B with a Passenger endorsement
- Able to perform some road repairs;
- Familiar with Employer-supplied diagnostic personal computers;
- Possess a moderate set of hand tools;
- Participate in required technical training sessions;
- Able to utilize some electronic diagnostic devices;
- Able to use diagnostic flow chart trees;
- Able to read a wiring schematic;
- Must be able to be certified as an annual inspector;
- Must be able to be certified as a brake inspector;
- Able to service and repair: brake systems, suspension systems, heating systems as required, charging systems, electrical systems, air systems, steering systems, axle systems, cooling systems, passenger seating, lighting systems, fuel systems;
- Able to service, remove and replace drive trains;
- Able to service engine systems and replace minor components;
- Able to perform minor welding and brazing;
- Practice proper handling of waste materials;
- Able to properly document repairs and parts usage;
- Practice shop safety procedures and techniques;
- Suggest improvements in procedures and practices;
- Report all safety problems and practices;
- Demonstrate a team philosophy;
- Ensure work areas remain clean of debris;
- Able to use parts and service manuals;

- Able to read and understand MSDS;
- Able to lift a minimum of 60 pounds;
- Submit to and pass a D.O.T. physical;
- Submit to and pass a N.I.D.A. Drug Screen as required by the Federal Motor Carrier Safety Regulations;
- Pass a Company Road Test for fleet equipment;
- Able to read and write English;
- Accept other duties as assigned.

15.8 Class C Technician:

- Possess a Class B Driver's License with Passenger Endorsement;
- Must be able to adjust brakes;
- Must be able to conduct all preventative Maintenance Inspections;
- Possess adequate set of hand tools;
- Able to assist in the service of brake systems;
- Able to service and assist in the repair of: electrical systems, drive trains, engine systems, tires and wheels, air systems, steering systems, axle systems, cooling systems, passenger seating; fuel systems;
- Able to service and perform minor repairs to lighting systems;
- Practice proper handling of waste materials;
- Able to properly document repairs and parts usage;
- Practice shop safety procedures and techniques;
- Suggest improvements in procedures and practices;
- Report all safety problems and practices;
- Demonstrate a team philosophy;
- Ensure work areas remain clean of debris;
- Able to use parts and service manuals;
- Able to read and understand MSDS;
- Able to lift a minimum of 60 pounds;
- Submit to and pass a D.O.T. physical;
- Submit to and pass a N.I.D.A. Drug Screen as required by the Federal Motor Carrier Safety Regulations;
- Pass a Company Road Test for fleet equipment;
- Able to read and write English;
- Accept other duties as assigned.

15.9 PARTS CLERK

- Orders, tracks and follows up with all for-inventory and out-of-service vehicles
- Maintains parts inventory to proper stocking levels
- Maintains data base (Maximus) for parts inventory
- Manages core inventories and returns

- Maintains communication from all shifts for parts required
- Keeps parts, fluid, and tire areas clean and orderly
- Assists Shop Manager with vendor management including sublet repairs, facility repairs and recurring services
- Maintains vendor files, invoices and hazardous manifest
- Maintains chemical inventory and MSDS
- Keeps track of uniforms, rags and towels
- Manages all returns and credits for parts and supplies
- Orders supplies and consumables for entire facility
- Utilizes and maintains purchase order system (Maximus)
- Closely works with vendors for optimal, competitive pricing
- Utilizes National accounts for as much purchasing as possible
- Performs other duties assigned by Shop Manager
- Maintains fuel reconciliation log as required by EPA
- Minimum Requirements:
 1. High School education, GED, or equivalent
 2. Must be computer literate and familiar with Microsoft Word and Excel

15.10 Foremen supervising less than seven (7) employees shall receive 10% and seven (7) or more employees 15% above the highest Journeyman contract classification rate of pay.

15.11 Employees receiving treatments during working hours (on Workers' Compensation cases only) shall be allowed time off up to two (2) hours without deduction in pay.

15.12 If an employee is injured on the job, he/she will receive a full day's pay on the day of injury.

15.13 If the Employer hires only one employee to repair and maintain equipment, such employee shall receive ten percent (10%) above the Journeyman rate for his/her classification when shop responsibility is so designated.

SECTION 16 – BOOT ALLOWANCE

16.1 The Employer shall provide, at no cost to the employee, one (1) pair of premium boots (such as Red Wing), non-slip and steel-toed, once a contract year (not to exceed \$150.00).

SECTION 17 – SAFETY BONUS

17.1 Employees shall receive a Fifty Dollar (\$50.00) quarterly bonus per accident- and injury-free quarter. In the event of an accident or injury, the employee is exempt from the bonus for twelve (12) months.

SECTION 18 - PAYMENT OF WAGES

18.1 All wages payable to employees shall be paid bi-weekly and paychecks together with itemized payroll deductions shall be distributed to employees on regularly assigned paydays. (See Letter of Understanding #1 - Regular Paydays)

SECTION 19 - APPRENTICESHIP

19.1 Apprentices shall be employed and indentured under and pursuant to the applicable laws of the State of California dealing with apprenticeship employment and apprenticeship standards.

19.2 The term Apprentice as used herein shall mean a person not less than sixteen (16) years of age who has entered into an Agreement (Indenture) to learn the Automotive Repair and Maintenance Trade. The Joint Apprenticeship Committee for the Automotive Repair and Maintenance Industry of San Francisco, Marin, San Mateo and Northern Santa Clara Counties, which is comprised of an equal number of employers and Union employees or their representatives, shall indenture all Apprentices. No Apprentice shall be employed unless with the consent and approval of the Joint Apprenticeship Committee or the Union.

19.3 The normal term of the Indentured Apprentice shall be four (4) years. The Apprentice shall be employed for at least six thousand four hundred (6400) hours of reasonably continuous employment. The Apprentice shall have related school instruction of not less than one hundred and forty-four (144) hours a year and not less than five hundred and seventy-six (576) hours for the four-year period of Apprenticeship.

19.4 The Indenture Agreement makes it mandatory that the Apprentice shall attend a related school of instruction as designated by the Joint Apprenticeship Committee. Apprentices attending such a school on his/her own time as a requirement of his/her apprenticeship shall be compensated therefor at the rate of One Dollar (\$1.00) per hour up to a maximum of Four Dollars (\$4.00) per week as a reimbursed expense. The Employer is required to pay for attendance in class only upon presentation by the Apprentice of a class attendance record certified by the school.

19.5 Upon the completion of the period of indenture, the Indentured Apprentice shall receive the Journeyman's rate of pay, subject to the approval of the Joint Apprenticeship Committee or the Union. Seniority shall commence at the date of hire. One Apprentice may be employed in a shop where there is a full-time Journeyman working, and an additional Apprentice may be employed for every five (5) Journeymen thereafter. Apprentices shall be under the general supervision of a Journeyman at all times. The Joint Apprenticeship Committee is authorized to change the Apprentice to Journeyman ratio, if it deems necessary.

19.6 No Apprentice shall be employed in any shop unless there is a fair opportunity for him/her to acquire the fundamental knowledge of the trade.

19.7 After a probationary period of three months, no apprentice shall be laid off or permitted to leave the place of employment, except by mutual consent of the Joint Apprenticeship Committee. No apprentice shall be employed in any shop unless there is a fair opportunity for him/her to acquire the fundamental knowledge of the trade.

19.8 Apprentices shall be paid as follows:

1st year of employment..... 50% of Journeyman rate of pay
2nd year of employment..... 70% of Journeyman rate of pay
3rd year of employment 80% of Journeyman rate of pay
4th year of employment 90% of Journeyman rate of pay
Thereafter, Journeyman rate of pay.

SECTION 20 - APPRENTICE TRAINING FUND

20.1 The Employer agrees to pay, effective on the first day of the month, the sum of Eight Dollars (\$8.00) per month, for each employee working in a classification within the jurisdiction of Local Lodge No. 1414, into an Apprentice Training Fund. Payment will be due for each employee who is on the payroll of the Employer as of the first calendar day of each month. The Employer further agrees and consents to become signatory to the Trust Document and be bound by any and all provisions thereof.

SECTION 21 - HEALTH, LIFE INSURANCE, DENTAL, ORTHODONTIA, DRUG, VISION CARE, AND DISABILITY BENEFIT PLANS

21.1 The Employer agrees to abide by all the terms and conditions of the Trust Agreement creating Automotive Industries Welfare Fund as it has or may be modified, altered or amended and all regulations and rules of the Board of Trustees of such Trust. The Employer further agrees to abide by the method of selection of the Trustees of such Trust as specified in said Trust.

21.2 It is understood and agreed that the health, \$50,000 life, dental, orthodontia, drug, vision care and disability benefits herein granted to Union members shall be purchased by the Employer and shall provide the benefits set forth in the documents identified as Automotive Industries Health and Welfare Agreements which are attached hereto and made a part of this Agreement.

21.3 Upon ratification employees will pay \$61.00 per month per employee toward the premium. Each September, the company and the employees will split any adjustment to the Automotive Industries Welfare Fund 75/25 (ER/EE), with the employees paying no more than \$20.00 of the annual increase. In the event that the Medical & Prescription Drug Plan (excluding dental, orthodontia, vision, disability, and additional life insurance plan) exceeds \$2200.00 the company and the employees split will adjust to 75/25 (ER/EE) for any increases without a cap.

21.4 Effective October 1, 2012:

Health and Prescriptions	\$1,176.00
Dental	\$95.00
Orthodontia	\$10.00
Vision Care	\$17.00
Life Insurance (\$50,000)	\$7.50
A & S Disability Plan B	\$18.00

TOTAL \$1,323.50

If a new health and welfare plan is available through Automotive Industries that falls below \$1,112.00 a month, the employee deduction per month per employee will stop and the company will return 16 hours per employee per year for the San Francisco Sick Leave Ordinance (**see Letter of Understanding #4**).

21.5 SAFETY GLASSES: The Employer will be responsible to pay for work safety glasses (including prescription glasses) including lenses and frames. There will be a \$300.00 cap on one pair of glasses every two (2) years. In the event that a pair of glasses gets broken or the prescription changes, the employee is entitled to a new pair of lenses only, unless the frames are broken. All reimbursements will be made on a separate check. Receipt required.

21.6 The benefits to be provided and the method of filing claims shall be communicated to the covered Employer and employees by the Administrative Office of Automotive Industries Welfare Fund.

21.7 Effective September 1 of each year, the payments shall be in amounts necessary to maintain the level of benefits as provided by Automotive Industries Welfare Fund.

21.8 THE DISABILITY PLAN is designed to be integrated with State Disability Insurance or Workers' Compensation as the case may be and pay benefits subject to plan provision and limitations for a maximum of thirty-nine (39) weeks starting with the first scheduled work day when hospitalized or disabled as a result of accident and with the fourth scheduled work day when disabled as a result of sickness not requiring hospitalization.

21.9 Employees receiving treatments during working hours (on Workers' Compensation cases only) shall be allowed time off up to two (2) hours without deduction in pay.

21.10 If an employee is injured on the job and is unable to return to work, the employee will receive a full day's pay on the day of injury.

SECTION 22 - PENSION PLAN

22.1 The Employer agrees to abide by all of the terms and conditions of the Trust Agreement creating the Automotive Industries Pension Trust Fund as it has been or may be modified, altered, or amended and all regulations and rules of the Board of Trustees of such Trust as may be adopted from time to time. The Employer further agrees to abide by and be bound by the method of selection of the Trustees of such Trust as specified in said Trust.

22.2 The Employer agrees to promptly execute a Pension Agreement in the standard format used by the Automotive Industries Pension Trust Fund ("Pension Fund") providing for, among other things, the following:

A. Eligibility: Employee's eligibility for benefits will be determined under the rules of the Pension Fund and the Pension Agreement signed by the employer.

B. Contributions: Employer contributions will be payable on the employees as provided in the Pension Agreement, effective January 1, 2013, as listed below.

In accordance with the Funding Rehabilitation Plan that was put in place effective 3/28/08 pertaining to the Collective Bargaining Agreements renewed after 4/27/08, the Employer agrees with the Rehabilitation Plan in its entirety and Section 22 is an acceptance of the said plan. Contributions to the Automotive Industries Pension Plan (AIP Fund) will be paid by the Employer from the maximum monthly contribution outlined in Section 03.01.00(b) as per the schedule:

The base rate contribution that is used to apply the 5% annual increases in accordance with the Rehabilitation Plan dated 3/28/08 the contribution rate to the AIP Fund is as follows (5% increase annually):

New contribution rates would be as follows:

Effective:	1/1/13	1/1/14	1/1/15	1/1/16	1/1/17
Technician A (Journeyman)	\$1,034.33	\$1,034.33	\$1,034.33	\$1,034.33	\$1,034.33
Technician B	\$557.61	\$585.49	\$614.76	\$645.50	\$677.78
Technician C	\$499.80	\$524.79	\$551.03	\$578.58	\$607.51
Parts Clerk	\$693.00	\$700.00	\$700.00	\$700.00	\$700.00

By signing the Pension Agreement, the Employer agrees to be bound by the terms of it, the Pension Fund's Trust Agreement, and the rules of the Pension Fund, as all of them may be amended from time to time. In the case of any inconsistency between the terms of the Pension Agreement and this Collective Bargaining Agreement, the terms of the Pension Agreement shall prevail.

Any Employer who fails to pay into such Trust Fund the monthly sum above provided shall be personally responsible to the employees herein covered for the benefits which have been provided by such pension coverage.

If the Trustees of the above Pension Trust Fund find that an Employer has failed to make monthly contributions as above provided, it shall not be a violation of this Agreement for the Union to take necessary economic action upon the failure of the Employer to make the monthly contributions as provided above.

SECTION 23 – CALIFORNIA MACHINISTS 401k PLAN

23.1 The Employer agrees to offer, at no cost to the Employer, this payroll deduction 401k program, and will execute the necessary documents to facilitate any requested payroll deductions, then forward the funds in a manner as provided by this California Machinists 401k Plan. (This Plan is offered as an employee contribution plan only and other than the processing and facilitation, this plan is at no cost to the Employer, i.e., no Employer contributions.) **See Letter of Understanding #2.**

SECTION 24 - JURY DUTY/WITNESS

24.1 Employees on jury selection or duty, or called as a witness, will be paid two thirds of the wages (without loss of fringes) they would have earned had they remained on their work assignment, up to a maximum of one hundred twenty (120) working hours per contract year. Employees will be required to provide proof of jury service. An employee dismissed from jury selection will be expected to return to his/her work assignment provided it is possible for him/her to spend at least two (2) hours on the job.

SECTION 25 - ASSIGNABILITY AND CHANGE OF OWNERSHIP

25.1 In the event the Employer changes hands, the seller shall, at or prior to date of change of ownership, pay off all obligations to employees, including unused sick leave, unpaid wages, pro rata of earned vacations, unpaid premiums or contributions on medical, hospital and insurance plan and pension plan.

25.2 The Buyer shall have ninety (90) days from the date of taking possession in which to decide whether to keep or terminate any employee and may terminate any such employee. During such ninety (90) day period, the Buyer shall be obligated to pay the wages, vacations, contributions toward hospital, medical, and insurance plan and pension plan, and comply with all other conditions of this Agreement in effect at the time of the sale and transfer.

25.3 In the event that the Buyer continues to employ any of such employees for more than ninety (90) days after the date of said sale or transfer, such employees shall carry with them seniority,

vacation and pension rights accumulated during the employment by the Seller.

25.4 If an employee is terminated within the ninety (90) day period, he/she shall receive his/her vacation pro rata on the basis of one-twelfth (1/12th) for each month or major portion thereof worked for the Buyer, but based upon his/her continuity of service with the Seller.

25.5 The Buyer and Seller shall jointly notify the Union in writing of the date of the change of ownership (which shall be the same as the date of taking possession) within ten (10) days prior to said date. The date designated by the parties shall presumptively be the date of the change of ownership.

SECTION 26 – NON-DISCRIMINATION

26.1 The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, age, sex, or national origin; nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his/her race, color, religion, age, sex or national origin. The Employer will abide by all State and federal laws regarding handicapped and the disabled.

26.2 Wherever the pronoun *he* or *she* or any other pronoun denoting sex is used in this Agreement, it shall be deemed to apply equally to members of both sexes.

SECTION 27 - SUBSTANCE ABUSE & LICENSES

27.1 Employees using, possessing or under the influence of alcohol or illegal drugs while at work or on the Employer's property will be subject to discharge. The Employer may require that applicants for employment successfully pass a drug and/or alcohol test, including, but not limited to, urinalysis testing, as a condition of obtaining employment. Employees may be required to undergo substance abuse testing, including, but not limited to, urinalysis testing, on a random basis and when, in the opinion of the Employer, probable cause exists warranting such testing. Where such tests reveal the presence of alcohol and/or illegal drugs, the employee will be subject to discharge. The parties recognize that the Employer is required to comply with all governmental regulations requiring substance abuse testing. The cost of such aforementioned testing shall be borne by the Employer.

27.2 Employees will be required to obtain and maintain vehicle licenses as required by **MV Transportation**, SamTrans, and federal or state laws and regulations.

27.3 If the driver's licensing examinations are scheduled during the employee's regular working hours, he/she will receive his/her regular rate of pay for any working hours lost as a result of such examination.

27.4 The Employer will make every reasonable attempt to accommodate an employee in the event an employee cannot maintain a Class B license for medical reasons.

SECTION 28 – DUES CHECK-OFF

28.1 At the option of the Union, the Employer agrees to deduct monthly from the wages of each employee covered by this Agreement uniform initiation/reinstatement fees and periodic dues owing to the Union as a result of membership therein, upon the individual written authorization for such deductions. Such authorizations shall comply with the provisions of Section 302 of the Labor Management Relations Act of 1947, as amended, and shall be deposited with and held by the Employer.

28.2 Deductions shall be made from the employee's first paycheck of each month and shall be remitted to the Financial Secretary of the Union not later than the 25th day of the month in which the deduction occurs. The Union shall furnish the Employer monthly (but not later than the first day of each month) a record of those for whom deductions are to be made and the amounts of the deductions.

28.3 The Union agrees to indemnify and hold harmless the Employer from any and all claims by reason of deductions made and remitted to the Union in accordance with such authorization and monthly statements.

SECTION 29 - SAFETY EQUIPMENT

29.1 The Employer shall furnish all safety equipment which Cal/OSHA requires the Employer to provide.

SECTION 30 - NOTARY

30.1 If the company requires an employee to have a document notarized, the company will reimburse the employee for such service. All reimbursements will be made on a separate check.

SECTION 31 – SHOP REASSIGNMENT

31.1 If an employee is asked to be moved from one shop to another shop location in or out of the jurisdiction of this contract, that employee will keep the same pay and all the benefits and language in the current Collective Bargaining Agreement. That employee will be guaranteed first pick on the shift bid. If more than one employee is relocated, seniority shall be used.

SECTION 32 – JURISDICTION

The Union will maintain their jurisdiction over San Francisco and San Mateo Counties. In the event that new work is under either another union's jurisdiction, the Company will abide by the National Labor Relations Act. In the event that there is no union within the jurisdiction, the Company will recognize the Union and sit down to negotiate wages and retirement plans but will recognize the Medical Benefit Plan and its associated contributions rates under this CBA.

The company will utilize technicians to work in other locations on an emergency basis. The Company will pay Per Diem in such instances.

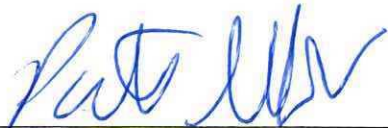
SECTION 33- EXPIRATION AND REVISION

33.1 Agreement shall be in effect on **October 1, 2017**, and shall continue in effect to and including **September 30, 2022** and from year to year thereafter for like terms, subject, however, to revision by notice in writing, by either party to the other, sixty (60) days prior to the anniversary date hereof. During such sixty (60) day period, conferences shall be held looking toward a revision of this Agreement. If negotiations extend beyond the anniversary date, no change shall be made in any terms or conditions of employment unless specifically agreed to the contrary by the parties, subject to termination of negotiations by economic action of either party. All revisions and wages shall be effective as of the anniversary date of said Agreement.

DATE: 11/7/2018

M V TRANSPORTATION, INC.

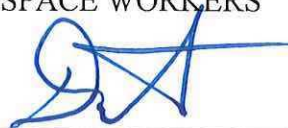
BY:



Patrick Domholdt
Labor Relations Director

PENISULA AUTO MACHINISTS LOCAL
LODGE NO. 1414 AND MACHINISTS
AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN
CALIFORNIA OF THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS

BY:



David S. Taylor
Business Representative

DST:jkr
Opeiu-29-afl-cio

LETTER OF UNDERSTANDING #1 – REGULAR PAYDAYS

This Letter of Understanding made and entered into this 1st day of October, 2012, by and between MV TRANSPORTATION, INC., hereinafter referred to as the "Employer", and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE NO. 190, and PENINSULA AUTO MACHINISTS, LOCAL LODGE NO. 1414, hereinafter referred to as the "Union".

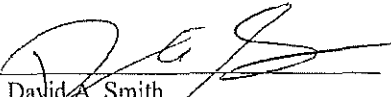
Paychecks will be available before 12:00 noon on the employees' regular work payday (Friday), however, it is understood that employees are not to cash or deposit their paychecks prior to 12:00 noon on the Friday payday. Further, it is understood that if employees fail to comply with this agreement, the employer and the Union may be compelled to consider returning to a 12:00 noon Friday pay period policy.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be signed in their respective names by their authorized representatives.


M V TRANSPORTATION, INC.

PENINSULA AUTO MACHINISTS LOCAL
LODGE NO. 1414 AND MACHINISTS
AUTOMOTIVE TRADES DISTRICT
LODGE NO 190 OF NORTHERN
CALIFORNIA OF THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS

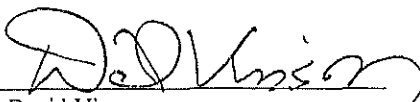
BY:


David A. Smith
Regional Vice President

BY


David S. Taylor
Business Representative

BY:


David Vinson
Director of Labor Relations

DST acb
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LETTER OF UNDERSTANDING #2 – California Machinists 401k Plan

This Letter of Understanding made and entered into this 1st day of October, 2012, by and between MV TRANSPORTATION, INC., hereinafter referred to as the "Employer", and the INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE NO 190 AND PENINSULA AUTO MECHANICS, LOCAL LODGE NO 1414, hereinafter referred to as the "Union"

The Employer agrees that upon written authorization from each of its employees to deduct from said employee's gross compensation the amounts authorized pursuant to said written agreement and to transmit same as "employee contributions" to the California Machinists 401(k) Trust for the purpose of providing 401(k) benefits to the participating employees. **There are no Employer contributions required.**

The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15th) day of the month following the completion of the work month in which such contributions have been authorized


The Employer further agrees to be bound to the Trust Agreement Establishing the California Machinists 401(k) Trust and to accept and be bound to said trust document as it presently exists or may hereinafter be amended or modified by the Trustees of said Trust Fund.

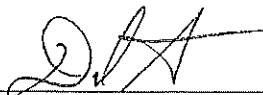
The Employer further agrees to authorize the Employer Trustees appointed to said Trust as his or its attorneys in fact for the purposes of conducting all business of said Trust Fund, including the appointment of Employer Trustees or conducting any other business which may be conducted by said Trustees of said Trust Fund

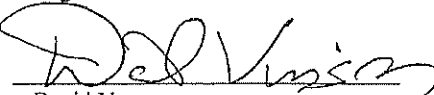
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their authorized representatives

MV TRANSPORTATION, INC:

**INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE
WORKERS, District No. 190,
Local No. 1414:**

By 
David A. Smith
Regional Vice President

By 
David S. Taylor
Business Representative

BY 
David Vinson
Director of Labor Relations

LETTER OF UNDERSTANDING #3 – SHIFT BID TRANSITION PERIOD

This Letter of Understanding made and entered into this 1st day of October, 2012, by and between MV TRANSPORTATION, INC., hereinafter referred to as the "Employer", and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE NO. 190, and PENINSULA AUTO MACHINISTS, LOCAL LODGE NO. 1414, hereinafter referred to as the "Union".

On a shift bid, on the first or sixth day of the new shift bid, the employee(s) will have the option to use a vacation day or a floater to have a day off for rest during the shift bid transition period.

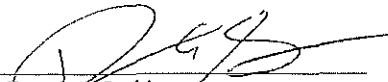
The intent of this language is to have the employees rested before starting a new shift.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be signed in their respective names by their authorized representatives

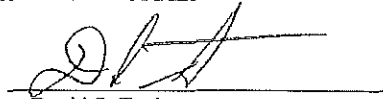
M V TRANSPORTATION, INC.

**PENINSULA AUTO MACHINISTS LOCAL
LODGE NO. 1414 AND MACHINISTS
AUTOMOTIVE TRADES DISTRICT
LODGE NO 190 OF NORTHERN
CALIFORNIA OF THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS**

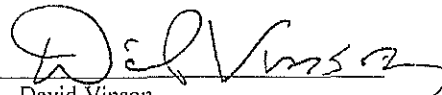
BY:


David A. Smith
Regional Vice President

BY:


David S. Taylor
Business Representative

BY:


David Vinson
Director of Labor Relations

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**LETTER OF UNDERSTANDING #4 - SAN FRANCISCO PAID SICK LEAVE
ORDINANCE**

This Letter of Understanding made and entered into this 1st day of October, 2012, by and between MV TRANSPORTATION, INC., hereinafter referred to as the "Employer", and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE NO. 190, and PENINSULA AUTO MACHINISTS, LOCAL LODGE NO. 1414, hereinafter referred to as the "Union":


The Union and Employer have mutually agreed to change the days from the San Francisco Paid Sick Leave Ordinance from 69 hours a year to 53 hours per year. Total time removed was 16 hours (2 days) per employee per year. Note: See Section 21.3 in case of changes.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be signed in their respective names by their authorized representatives:

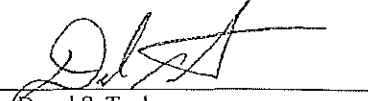
M V TRANSPORTATION, INC.

PENINSULA AUTO MACHINISTS LOCAL
LODGE NO. 1414 AND MACHINISTS
AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN
CALIFORNIA OF THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS

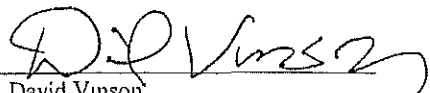
BY:


David A. Smith
Regional Vice President

BY:


David S. Taylor
Business Representative

BY:


David Vinson
Director of Labor Relations

DST acb
ope-3-afl-cio 69 051013

LETTER OF UNDERSTANDING #5 – TECHNICIAN SENIORITY BY WORKSITE

This Letter of Understanding made and entered into this 1st day of October, 2012, by and between MV TRANSPORTATION, INC., hereinafter referred to as the "Employer", and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE NO. 190, and PENINSULA AUTO MACHINISTS, LOCAL LODGE NO. 1414, hereinafter referred to as the "Union".

Section 31 – Shop Reassignment

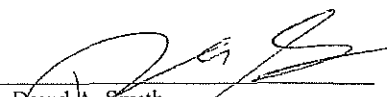
The Union and Employer have mutually agreed to the following relating to seniority of the technicians for each of the two (2) worksites covered by this Collective Bargaining Agreement:

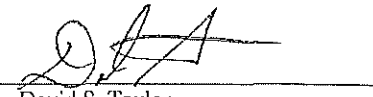
- Company seniority will be maintained and apply for the application of pay and benefits
- Each operating division will maintain a separate seniority list for the technicians working in that division. This seniority will not be recognized in the other operating division.
 - Example – A technician working in Div. 38 (SF CUB) cannot transfer to Div. 75 (HMB) and use their seniority to obtain priority for work shifts or a position in Div. 75
- A technician will not be allowed to transfer to the other division and "bump" a current technician out of the work unit or from their work bid seniority.

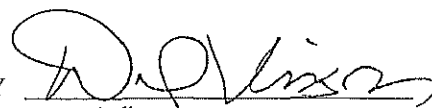
IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be signed in their respective names by their authorized representatives.

M V TRANSPORTATION, INC.

PENINSULA AUTO MACHINISTS LOCAL
LODGE NO. 1414 AND MACHINISTS
AUTOMOTIVE TRADES DISTRICT
LODGE NO 190 OF NORTHERN
CALIFORNIA OF THE IAM & AW

BY: 
David A. Smith
Regional Vice President

BY: 
David S. Taylor
Business Representative

BY: 
David Vinson
Director of Labor Relations

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LETTER OF UNDERSTANDING – REDLINED DISPATCHERS

This Letter of Understanding made and entered into at ratification, by and between MV Transportation, Inc. hereinafter referred to as the “Employer”, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 190, and Peninsula Auto Machinists, Local Lodge No. 1414, hereinafter referred to as the “Union”:

Wages –

All parts clerks hired after the date of ratification shall follow the new hire scale:

	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021
Parts Clerk*	\$23.83	\$24.33	\$24.83	\$25.33	\$25.83

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their authorize representatives as of the 9th day of February, 2018.

MV TRANSPORTATION, INC:

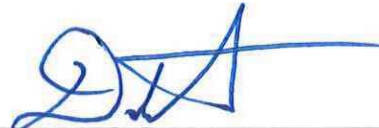
**INTERNATIONAL ASSOCIATION OF
MACHINIST & AEROSPACE
WORKERS, District No. 190 Local No.
1414**

BY:



Patrick Domholdt
Labor Relations Director

BY:



David Taylor
Business Representative