

**A G R E E M E N T**

**By and Between**

**MV TRANSPORTATION, INC.**

**and**

**TEAMSTERS LOCAL 959**

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**July 1, 2022 – June 30, 2025**

MV TRANSPORTATION, INC.  
Paratransit Services

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE 1 PREAMBLE .....	1
ARTICLE 2 GENERAL PROVISIONS .....	1
2.01 Purpose of Agreement .....	1
2.02 Definitions of Terms .....	1
2.03 No Strike, No Lockout .....	3
2.04 Employee Representative Rights .....	3
2.05 Recognition .....	5
2.06 Management Rights .....	5
2.07 Amendment of Agreement .....	6
2.08 Severability and Savings .....	6
2.09 Successors and Assigns .....	7
2.10 Contracting Out .....	7
2.11 Sole Agreement .....	7
ARTICLE 3 HIRING HALL .....	7
3.01 Hiring Hall Procedures .....	7
3.02 Employment Probation .....	8
3.03 Seniority .....	8
3.04 .....	9
3.05 Filling Vacancies by Transfer or Promotion .....	10
3.06 Layoff and Recall .....	10
3.07 Non-Discrimination .....	10
ARTICLE 4 HOLIDAYS AND LEAVE .....	11
4.01 Recognized Holidays .....	11
4.02 Paid and Unpaid Time Off .....	12
4.03 Bereavement Leave .....	14
4.04 Court Leave .....	14
4.05 Injury Leave .....	15
4.06 Personal Leave Without Pay .....	15
4.07 Family and Medical Leave .....	15
4.08 Military Leave .....	16
ARTICLE 5 COMPENSATION .....	16
5.01 Wage Rates .....	16
5.02 Overtime Pay .....	18
5.03 Extra Work .....	18
5.04 Work in a Different Classification .....	18

MV TRANSPORTATION, INC.  
Paratransit Services

**TABLE OF CONTENTS (Cont'd.)**

	<b><u>Page</u></b>
5.05 Payday and Pay Time.....	19
5.06 Pay Shortages .....	19
5.07 New Classification .....	19
5.08 Longevity Bonus .....	19
5.09 Attendance / Safety Bonus .....	19
<b>ARTICLE 6 BENEFIT .....</b>	<b>20</b>
6.01 Company 401(k) Plan .....	20
6.02 Group Insurance .....	20
6.03 Safety, Health, and Sanitation .....	20
6.04 Unemployed Insurance .....	20
6.05 OPT Out.....	20
<b>ARTICLE 7 GRIEVANCE PROCEDURE AND DISPUTES .....</b>	<b>21</b>
7.01 .....	21
7.02 .....	22
7.03 .....	22
7.04 .....	22
7.05 .....	22
<b>ARTICLE 8 SAFETY COMMITTEE AND ACCIDENT REVIEW BOARD .....</b>	<b>22</b>
8.01 Safety Committee .....	22
8.02 Safety Awareness.....	22
8.03 Accident Review Board.....	22
8.04 Labor Management Committee .....	23
<b>ARTICLE 9 SAFETY .....</b>	<b>23</b>
9.01 Safety.....	23
9.02 Uniforms, Special Clothing, and Required Safety Footwear .....	24
9.03 Safety Policy .....	25
<b>ARTICLE 10 DISCIPLINE/DISCHARGE .....</b>	<b>27</b>
10.01 .....	27
10.02 .....	29
10.03 .....	29
10.04 Progressive Discipline.....	29
10.05 Attendance.....	30
10.06 Work Rules .....	31

MV TRANSPORTATION, INC.  
Paratransit Services

**TABLE OF CONTENTS (Cont'd.)**

	<u>Page</u>
ARTICLE 11 SCHEDULING .....	31
11.01 Bidding.....	31
11.02 Notification of Work Schedule.....	32
11.03 Rest Breaks .....	32
11.04 Meal Breaks.....	32
11.05 Guaranteed Relief.....	32
11.06 Call Outs.....	33
11.07 Standby Time.....	33
11.08 Travel.....	33
11.09 .....	33
ARTICLE 12 DURATION CLAUSE .....	34
12.01 .....	34

**ARTICLE 1  
PREAMBLE**

**1.01** This Agreement is made and entered into by and between MV Transportation, Inc. hereinafter referred to as the “Company”, and Teamsters Local 959, hereinafter referred to as the “Union.”

**ARTICLE 2  
GENERAL PROVISIONS**

**2.01 Purpose of Agreement.** The purpose of this Agreement is to set forth the negotiated wages, hours, and other terms and conditions of employment for Union represented employees, and to promote the settlement of labor disagreements by conference to provide the resolution of unsettled grievances.

The parties further recognize that it is in their mutual best interests that the citizens of Anchorage and the surrounding area are assured they are receiving quality paratransit service in the most efficient and effective manner, and that system efficiency improvements are dependent upon maximizing the use of resources and procedural processes within management and labor. Improved system efficiency is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

**2.02 Definitions of Terms.**

a. **Days.** Unless otherwise stated in this Agreement “days” shall be defined as calendar days.

b. **Department.** For the purpose of this Agreement, this location has the following departments where represented employees reside:

Operations (Drivers)  
Dispatchers and Schedulers  
Call Takers (CSRs)  
Maintenance (Mechanics and Utility)

c. **Driver Notification Line.** The Company shall establish a Dispatch Notification Line for the purpose of communicating the drivers’ start times for the following day. Drivers shall be provided a telephone number and personal code for verification of notification of report time. In order to secure the report time, drivers must call in after 7:00 p.m., unless already notified.

d. **Extra Board.** Is a shift bid position and may be a full-time, part-time, or an on-call position. This will be designed into the scheduled shift bid.

e. **Full-Time.** A full-time employee is an employee who is scheduled to work a minimum of thirty (30) hours per week.

MV TRANSPORTATION, INC.  
Paratransit Services

f. **Incident.** Any occurrence, event, or action (regardless of how minor) which does not follow the Company procedures or presents a threat or problem to MV, its passengers, public, or its employees is considered an incident. Any occurrence involving a passenger while under the care, custody, or control of MV and its employees is considered an incident. Any contact between your vehicle and person, vehicle or object is considered an incident whether or not there was damage or injury.

g. **Initial Training Time.** The time while a driver or an employee is being trained on the job. While a driver or an employee is in training, their time does not count as probationary time; however, the date they began training will count as their seniority date.

h. **Lunch.** This is a period of time between thirty (30) and sixty (60) minutes for lunch. Drivers will be expected to get a break for lunch each day.

i. **MV Transportation.** Is the name of the Company.

j. **Non-Driver.** Are all other represented employees who are not drivers.

k. **On-Call.** Is an employee who regularly works less than twenty (20) hours per week. This person may work specific schedules or in the event of an illness or vacation.

l. **Part-Time.** A part-time employee is an employee who is scheduled to work between twenty (20) and twenty-nine (29) hours per week.

m. **Paratransit Service.** Is the generic term referring to alternative public transit.

n. **Report Time.** Is the scheduled time a driver bids an assignment. A driver's report time may be modified by the Drivers Notification Line by up to one (1) hour before or after their bid time.

o. **Seniority Board.** Is a board for each department used for the basis of establishing seniority.

p. **Split Shift.** Is a work run which normally is bid upon that has between two (2) and four (4) hours in the middle of the shift. The driver is free to use this split time for personal use.

q. **Transferred Employee.** This is a position where an employee has switched from one department to another. This employee could transfer within this location or from an outside location. His or her seniority in that department begins the day he or she begins working in the new department.

MV TRANSPORTATION, INC.  
Paratransit Services

r. **Workday.** Is the normal workday for an employee. The day could consist of an eight (8) to ten (10) hour schedule.

s. **Workweek.** Is a forty (40) hour workweek starting Saturday at 12:00 a.m. and ending on Friday at 11:59 p.m.

t. **Unsafe Act.** An act by an employee that puts the employee, another person or property at risk of injury or damage.

**2.03 No Strike, No Lockout.** This Agreement is a guarantee by all parties that there will be no strikes, lockouts, work slowdowns or stoppages, picketing or other disruptive activity during the life of this Agreement. The Union further agrees that it will not sanction, aid, abet, encourage, or continue any strike, work slowdown or stoppage, picketing, or other disruptive activity during the life of this Agreement, and that it will undertake all reasonable means to prevent or terminate any such activity. Employees violating the provisions of this Article may be subject to immediate termination. This No Strike/No Lockout provision shall remain in force and affect during any bargaining in accordance with section 2.08, for the full term of this agreement.

**2.04 Employee Representative Rights.**

a. **General Rights.** The parties acknowledge and agree that the Union has the right and obligation to fairly and diligently represent the legitimate employment interests of its members who are members of the bargaining unit covered by this Agreement. The Company agrees that it will not interfere with the relations between the Union and its members. The Company recognizes the right of a Union to discipline its members for violation of any Union laws, rules, or agreements. The Company agrees that it will not in any manner, directly or indirectly, attempt to interfere between any employees and the Union, and that it will not, in any manner, restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs, and that it will not discriminate against any employee because of Union membership or lawful Union activity. Nothing in this section shall be construed to limit the employer's right to discipline employees for engaging in activities in a manner that violates this agreement or other Company policies.

b. **Union Security.**

It shall be a condition of employment that all bargaining unit employees become and remain members in good standing with the Union or pay an agency fee to the Union. Becoming a member in good standing requires a bargaining unit employee to pay to the Union an initiation fee, regular monthly dues, and supplemental dues. The agency fee shall not exceed the amounts required for initiation, regular monthly dues, and supplemental Union dues. This requirement to become a member in good standing, or to pay and to remain current on the agency fees, shall become effective on the thirty-first (31st) day following the bargaining unit employee's first (1st) day of employment, or the thirty-first (31st) day following the execution of this Agreement, whichever occurs later.

MV TRANSPORTATION, INC.  
Paratransit Services

The Employer shall, fourteen (14) calendar days after receiving written notice from the Union, terminate the employment of any bargaining unit employee(s) not in good standing. A bargaining unit employee may become a member in good standing, or become current on agency fees, thus avoiding termination from employment, up to the day of termination. The Union shall indemnify, defend, and hold harmless the Employer from any liability arising out of this Union security clause.

1. The Company will, fourteen (14) calendar days after receipt of a written request from the Union, and after verification that the Union has followed its own internal notification process to the employee, terminate the employment of an employee who has failed to maintain his or her membership in good standing as required herein. The request must be delivered to the general manager or designee, must state that the employee has failed to meet the membership requirements of this Article 2, Section 2.04(b), Union Security, and must request that the employee's employment be terminated.

2. The Union agrees to indemnify, defend, and save the Company and its officers, agents, and employees harmless from any liability or loss arising out of, or in any way connected with, termination of the employee's employment pursuant to the Union's written request. The Union may withdraw a termination request at any time before the expiration of the fourteen (14) day period by delivering a written withdrawal request to the general manager or designee.

c. **Dues Check Off.** The Company will deduct, on a monthly basis, from the wages of those employees who have signed a dues check off authorization form, the regular monthly dues, hourly dues, contributions, and initiation fees owed by the employee to the Union as certified by the secretary-treasurer of the Union. The Company shall forward such dues, initiation fees, and contributions to the Union by the fifteenth (15th) day of the month following the month in which said dues are checked off. The Company shall use reasonable care in checking off and forwarding said dues, contributions, and initiation fees, but shall not be liable for any failure to do so, other than an intentional, bad faith failure to forward said dues and initiation fees. The Union assumes all obligations and responsibility for the continued membership of its members and the collection of their dues.

1. **Alaska Labor Independent Voters Education (ALIVE).** The Company agrees to deduct from the pay of all employees covered by this Agreement, upon appropriate written authorization, deductions for ALIVE. No deductions shall be made if prohibited by applicable law. Said deductions shall be made biweekly and shall be forwarded to the Union monthly.

d. **Stewards.** The Union may appoint one (1) steward for approximately every twenty (20) employees. All stewards shall be working stewards. Upon proper notice to the General Manager, or designee, a steward may spend up to one (1) hour, during working hours, without loss of pay, attending to Union business within the department. The Union shall make requests to the General Manager, or designee, for additional time. Stewards may only conduct Union business without loss of pay when doing so will not disrupt



MV TRANSPORTATION, INC.  
Paratransit Services

operational activity. The duties and activities of the shop steward shall include handling of complaints and grievances and the administration of the Agreement. A shop steward's wages will be borne by the Company; provided, the steward is actually in a work status or, if the Company calls the steward into work to specifically address an issue. Stewards, who are called in to work from an off-duty status by another Union-represented employee to address Union business, will not be compensated for such time. Stewards must document the time spent on Union business on their timecards.

1. Upon request by an employee or the steward, the Company will grant time for the stewards to investigate, present, and process grievances or disputes in accordance with Section 2.04(d) above.

2. The Company will provide a mailbox and locking file cabinet in a mutually agreed upon location for the exclusive use of the steward and/or alternate steward.

e. **Administrative Notification.** The Company shall give the Union ten (10) days notification of any changes of expansion or contraction that would affect MV Transportation's Anchorage operations.

f. **Bulletin Boards.** The Company shall provide bulletin boards and/or space on existing bulletin boards as reasonably requested by the Union.

**2.05 Recognition.** The Company recognizes the Union as the sole and exclusive collective bargaining representative of the employees of the Company who are employed within the boundaries of the Municipality of Anchorage in the classifications set forth in Article 5.

**2.06 Management Rights.** Except as otherwise expressly provided in this Agreement the Company retains the right related to the management of the Company and its business and the direction of its workforce. These rights include, but are not limited to the following:

to direct and supervise the work of its employees in order to maintain the efficiency of its operations or as directed by revenue producing contractual agreement.

To hire, promote, demote, and discipline or discharge employees for just cause (subject to the grievance procedure).

Determine the standards for selection and job performance, including Lead Mechanic.

To establish and enforce rules and policies as outlined in the MV Employee Handbook.

To plan, direct, and control operations.

MV TRANSPORTATION, INC.  
Paratransit Services

To schedule its employees in their work.

To determine and manage the quantity and quality of the work.

To require overtime on a reverse seniority order.

To evaluate and modify existing methods and facilities.

To select, implement, and utilize technology used for performing work and promoting and maintaining safety, including Drive Cam; Safety Vision or other audio/video recording technologies.

To determine and enforce levels of productivity.

To maintain timekeeping policies, practices, systems, and technology for the purpose of computing all hours worked by employees.

To fulfill specific performance requirements under the client contract, subsequent amendments, or Request for Proposal ("RFP").

The Company shall have the sole exclusive right to adopt reasonable rules, regulations, and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations, and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing of all changes in policy at least twenty (20) business days before they implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company rule conflicts with the terms of this Agreement, this Agreement shall prevail. Any changes to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members. Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fifteen (15) days after implementation, the new rule, regulation, or work-related policy change will stand as implemented.

**2.07 Amendment of Agreement.** The Company and the Union may, by mutual agreement, modify or amend this Agreement at any time. Any modifications or amendments shall be accomplished by a letter of agreement between the parties.

**2.08 Severability and Savings.** Should it be determined by a court of competent jurisdiction, or client contract/directive, that any Article of this Agreement is not in conformity with any applicable law, or client contract/directive to the Company, the parties shall meet and such Article, or portion thereof, shall be suspended and amended by mutual agreement to conform to the law or client contract/directive. It shall be understood

MV TRANSPORTATION, INC.  
Paratransit Services

by the parties that the No Strike/No Lockout provision in this agreement shall remain in full force and affect during any bargaining in accordance with this section, and for the full term of this agreement.

**2.09 Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected by the consolidation, merger, or change of ownership or management of either party to this Agreement. This Agreement shall not be affected by any geographical relocation of the place of business of either party hereto.

**2.10 Contracting Out.** It is hereby acknowledged that the Company may subcontract portions of its work to subcontractors as a normal and routine method of conducting its business. The Company, however, agrees that no bargaining unit employee shall lose work or be laid off due to the use of subcontractors, unless such subcontracting is mandated by government regulation, statute, or contract.

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

**ARTICLE 3  
HIRING HALL**

**3.01 Hiring Hall Procedures.** The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, in order to fill requisitions for workers. The Company agrees to use the services of such hiring hall and will call upon the Union to furnish all qualified workers it may require in the classifications in Article 5, subject to the following terms and conditions:

a. The Company may procure workers from other sources; provided however, that in such instances, the Company shall request each new employee to physically report to the Union Hall for dispatch.

b. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, nor in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.

c. The Union agrees that it will not discriminate against non-Union workers in referring workers to the Company, and the Company agrees not to discriminate against Union workers in selecting job applicants referred by the Union.

d. The Company shall submit a new employee list to both the shop steward and the business representative by the fifteenth (15th) of each month.

MV TRANSPORTATION, INC.  
Paratransit Services

e. The Company, at time of hire, shall provide each employee with a referral slip to report to the Teamsters to receive a dispatch notice. The Union shall provide the Company with a copy of the dispatch notice.

### 3.02 Employment Probation.

a. **Purpose.** Regular status in the classified service is acquired by successfully completing a probationary period. This probation is the final step in the examination process in which the individual demonstrates his or her ability and fitness, while management determines whether an employee is suitable.

b. **Duration of Probation.** Any employee who is initially hired under this Agreement shall serve a probationary period of ninety (90) calendar days upon completion of a two (2) week training program. The Company shall have the right to terminate employees for just cause during initial probation period and said employees shall have no rights under the grievance procedure contained in Article 7, of this Agreement.

c. **Promoted Employees.** Employees who have already satisfied their initial probationary period, who are promoted to a different position, shall serve another probationary period.

d. **Extension of Probationary Period.** The probationary period of an employee may be extended for a period of time not to exceed thirty (30) days when mutually agreed upon by both parties. Notice of such extension, and reasons for it, shall be given, in writing, to the employee and the Union with a copy to the employee's supervisor prior to the end of the established probationary period. Such an extension does not, however, change the anniversary date after the probationary period is finally passed. For a dispatch position, there may be one (1) additional thirty (30) day extension.

1. In the event the Company assigns an employee to a new position, due to that employee being unable to perform the duties of their classification, the employee shall serve a new probationary period in the assigned classification.

2. An employee transferred or promoted to a new classification shall serve a new probationary period; however, the employee retains the right to return to the classification from which they were transferred or promoted at any time during the probationary period without loss of seniority.

**3.03 Seniority.** Seniority shall be defined as the length of continuous employment with the Company since the most recent date of hire or the adjusted seniority date, which is defined as an employee's start date at the Alaska site. If more than one (1) Union-represented employee is hired on the same date, their seniority will be determined by the last four (4) numbers of their social security number, with the highest being more senior.

MV TRANSPORTATION, INC.  
Paratransit Services

There shall be a separate seniority system for all departments as listed: operations (drivers), dispatch, scheduling, customer service (CSR), and mechanics and utility. Department seniority, for a transferred employee, shall be the date transferred into the department. Full-time and part-time employees shall be on one (1) seniority board. On-call employees shall be on a separate seniority board.

The Company length of service shall apply in accrual of sick and vacation leave. Department seniority shall apply in vacation bids and shift bids.

The Company and the Union agree that where qualifications, ability, and meeting work standards are equal, site seniority shall govern for layoffs and rehiring and assigning work schedules.

A seniority roster for each department shall be posted on the employee bulletin board prior to every shift bid, showing the name of each employee, the last date of hire, and date in position.

Employee seniority shall be broken for the following reasons:

- a. Discharge.
- b. Voluntary quit, resignation.
- c. Layoff of twelve (12) months or more.
- d. Absence from work because of personal or work-related illness or injury of twelve (12) months.
- e. Failure to return to work from a leave of absence or vacation on the agreed-upon day unless prior approval has been obtained from management. Management may waive termination of seniority in cases where unusual circumstances exist; however, the employee must provide evidence of the circumstance within forty-eight (48) hours of returning to work.
- f. Retirement.
- g. In the event of an alcohol or controlled substance conviction, or violation of the Company's Substance Abuse Policy as stated in the MV Employee Handbook.
- h. No call, no show for three (3) consecutive scheduled workdays.

**3.04** Retention of Seniority: Employees moving to a new position within the Company shall retain their bargaining unit seniority as follows:

- a. When moving to a supervisory or non-represented position, employees

MV TRANSPORTATION, INC.  
Paratransit Services

shall serve a probationary period, during the first ninety (90) calendar days in such position. Employees returning to a bargaining unit position during this probationary period shall retain their seniority for bidding, pay, and benefits.

b. Employees moving to a represented position in another department shall be placed at the bottom of the seniority list for bidding purposes and serve a forty-five (45) calendar day probationary period. The employee shall retain Company seniority for pay and benefits. An employee who returns to their previous position during the probationary period shall retain their seniority for bidding, pay, and benefits.

c. If returning to a previously held, represented position within the time frames stated above, the employee's wages and benefits shall return to their previous rate of pay. The time periods above may be extended by mutual agreement between the Union and the Company.

d. Once the probationary period, as stated above, has expired, employees may only apply to return to their previous classification if an opening exists. Only Company seniority for pay and benefits shall be retained.

**3.05 Filling Bargaining Unit Vacancies by Transfer or Promotion.** Vacancies shall be posted and filled by bargaining unit members; provided, they meet qualifications of the job. If two or more employees meet the minimum qualifications, the employee with the longest length of seniority shall be awarded the bid.

**3.06 Layoff and Recall.** Seniority shall prevail in the event of promotions, layoffs, and recall from layoff. The least senior employee will be laid off first and recalled last. Laid off employees will be recalled prior to anyone being newly hired into the same job classification.

**3.07 Non-Discrimination.** It is hereby agreed that there shall be no discrimination by the Company or the Union against any employee for any reason, including, but not limited to, race, creed, age, color, sex, national origin, religious beliefs, marital status, mental or physical handicap, or political beliefs. Both the Company and the Union shall bear the responsibility for complying with this provision.

Further, the Company is committed to positive, practical efforts in employment, promotion, and administration of personnel actions to ensure equal employment opportunity to all represented employees at all job levels. The Union recognizes and supports that commitment. The remedy for violations outside of this Agreement is as prescribed by law. The masculine pronoun as used herein shall be equally applicable to both men and women, and words used in the singular are intended to include the plural, whenever appropriate.

**ARTICLE 4  
HOLIDAYS AND LEAVE**

New employees will not receive the benefits of Article 4 until they have successfully completed their probation period.

**4.01 Recognized Holidays.** The following shall be recognized as paid holidays for eligible employees. Eligible employees shall be defined as an employee holding a regular scheduled bid. Eligible full-time employees, as defined in Article 2, Section 2.02(e), shall receive eight (8) or ten (10) hours, where applicable, holiday pay per holiday; part-time employees, as defined in Article 2, Section 2.02(l) shall be paid according to Section (d) of this Article.

New Year's Day (January 1)

Martin Luther King Day (third Monday in January effective January 2023)

President Day (third Monday in February)

Seward Day (last Monday in March)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Veteran's Day (November 11)

Thanksgiving Day (4th Thursday in November)

Day after Thanksgiving Day

Christmas Day (December 25)

One Floating Holiday effective January 1, 2023

(Floating holidays must be used within the calendar year they are earned, January 1 to December 31, or they will be forfeited.)

a. **Floating Holiday Accrual and Use.** Beginning January 1, 2011, and each January 1 thereafter, regular full-time employees working a five (5) day, eight (8) hour shift shall receive two (2), eight (8) hour, floating holidays. Regular full-time employees working a four (4) day, ten (10) hour shift shall receive two (2), ten-hour, floating holidays. Eligible part time employees shall receive floating holiday pay in accordance with Section 4.01(d) of this section. Probationary employees shall receive their floating holidays after

MV TRANSPORTATION, INC.  
Paratransit Services

completing their probationary period. Beginning January 1, 2023, amount of floating holidays will be reduced from two (2) to one (1) and any reference to floating holidays in plural be construed as one singular floating holiday.

b. **Holiday during Annual or Sick Leave.** A recognized holiday occurring during an employee's annual or sick leave shall not be counted as a day of annual or sick leave.

c. **Holiday Falling on a Regular Day Off.** For employees scheduled to work on a Monday through Friday schedule, when a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. For these employees, when a recognized holiday falls on a Sunday, the Monday following shall be observed as the holiday. For employees working other than a Monday through Friday schedule, when the recognized holiday falls on the employee's first day off, the preceding scheduled workday shall be observed as the holiday. When the holiday falls on the employee's second day off, the following scheduled workday shall be observed as the holiday.

For employees working a modified work schedule with a holiday falling on their regular day(s) off, the holiday shall be observed on the employee's workday immediately succeeding or preceding the employee's regular day(s) off. Employees working five (5), eight (8) hour days shall receive an eight (8) hour holiday. Employees working four (4), ten (10) hour days shall receive a ten (10) hour holiday.

Employees must submit a written request in order to be excused from work on their observed Holiday. Such request may be granted on operational needs by seniority order.

d. **Holiday Hours Calculation for Part-Time Employees.** The calculation for part-time employees shall be based on their scheduled weekly bid hours divided by five (5).

e. Paid time off for holidays will not be counted as hours worked for the purpose of determining overtime.

f. The holiday schedule must coincide with the recognized People Mover operation schedule as announced annually by the Municipality of Anchorage.

g. **Eligibility for Holiday Pay.** Eligible employees must work his or her last scheduled workday preceding the Holiday and the first scheduled workday following the Holiday to receive pay for the Holiday unless the supervisor has approved the absence.

**4.02 Paid and Unpaid Time Off.** The Company will provide eligible employees with reasonable periods of paid time off in accordance with the accrual schedules for annual and sick leave. For purposes of this Section, eligible employees shall be defined as employees holding a scheduled bid, and all annual leave shall be accrued according to hours worked while holding such bid. Additionally, employees will be eligible for specified periods of paid time off for military duty, court duty, and bereavement leave for members of their immediate family.



MV TRANSPORTATION, INC.  
Paratransit Services

a. **Accrual of Annual Leave.**

1. **Annual Leave**

0 - 2 years of service	-	.0615 per hour (16 days annual)
3 - 5 years of service	-	.0711 per hour (18.5 days annual)
6 - 10 years of service	-	.0807 per hour (21 days annual)
11 years of service	-	.0846 per hour (22 days annual)
12 years of service	-	.0884 per hour (23 days annual)
13 years of service	-	.0923 per hour (24 days annual)
14 years of service	-	.0961 per hour (25 days annual)
15 + years of service	-	.1 per hour (26 days annual)

Annual leave accrual shall be computed at the above rates per hour worked. The basis for computing shall be 173.33 hours per month exclusive of overtime. Annual leave accrual and balance will be given to the employees every payday.

If any changes occur in the length of the pay period, the accrual rate per pay period will be adjusted to result in the same annual accumulation rate as that stated above.

2. **Annual Leave Accrual While on Leave.** Leave accrues during the period of time an employee is on paid leave. Leave does not accrue during periods of injury leave or leave without pay. Employees are required to utilize their floating holidays as paid leave prior to the use of any other paid leave.

3. **Annual Leave Accrual Limits.** Accrued and unused leave may be carried over from one year to the next for the purpose of accumulating an annual leave account or reserve. Annual leave is accruable to a maximum of two (2) times the employees current annual accrual rate. Employees must take at least one (1) week of their accrued annual leave per year. Once an employee reaches the maximum accrual rate, the employee will no longer accrue annual leave, until such time that the leave balance is reduced by a scheduled annual leave. Pay in lieu of using the annual leave balance is not available, except as stated in the Company's Vacation Cash Out Policy.

Seniority for annual leave requests for five (5) or more consecutive days shall be the date of hire/transfer to the operating location as defined in Article 3, Section 3.03, Seniority. All annual leave for vacation requests must be submitted by January 15 of the current year. The vacation year is defined as February 1 of the current year through January 31 of the following year. Requests submitted by the date indicated shall be approved based on seniority on the first working day after January 15. Requests made after that date shall be considered on a first come, first served basis. It must be understood that due to certain conditions or training demands, days off may be rescheduled on a temporary basis. Approved paid time off will be rescinded if the employee does not have sufficient paid annual leave

MV TRANSPORTATION, INC.  
Paratransit Services

available at the time of usage and may then request a leave of absence in accordance with section 4.06.

A response to a request for leave after January 15 shall be submitted at least one (1) week in advance. The Company will have three (3) business days from the submission date to approve or deny the request. If no response is received during that time, then the request shall be considered approved. Windows of time may be adjusted by mutual consent of the parties.

**b. Regular Use of Annual Leave.**

**Donation of Leave.** Employees may donate their leave to fellow employees, in accordance with the Company's Vacation Donation Policy.

**3. Annual Leave at Termination.** Upon termination for any reason, employees shall be entitled to payment for unused annual leave balances. Such payment shall be made at the rate of one hundred percent (100%) of the then current value of the employee's leave balance, based upon his or her factored hourly rate at time of termination.

**4.03 Bereavement Leave.** A regular employee shall be granted three (3) days' paid leave for bereavement of an immediate family member, while in Alaska, or five (5) days if travel out of state is required for a deceased member of the immediate family. The definition of immediate family for the purpose of Article 4, Section 4.03, Bereavement Leave, shall be: spouse, domestic partner, child, mother, father, brother, sister, grandmother, grandfather, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-relationship, person for whom the employee has been appointed as legal guardian, and/or other family member who resides permanently with the employee. Bereavement leave is not deductible from the employee's accrued annual leave; however, at the employee's request, other appropriate leave shall be approved for up to fourteen (14) calendar days. The Company may require proof of relationship and travel prior to the payout of bereavement leave.

**4.04 Court Leave.** Employees called for jury duty shall be treated as being on approved paid time off. Such paid time off shall be for the hours the employee was otherwise scheduled to work and shall not be deducted from the employee's annual leave account. Pay under this Section shall be limited to a maximum of sixty (60) days for grand jury duty and ten (10) days for regular jury duty.

a. During court leave, employees shall be paid their regular pay, including any longevity to which they may be entitled. However, employees shall report and shall have fees paid to them by the court, exclusive of travel, parking, and subsistence allowances, for this period deducted from their regular pay.

b. Employees shall provide their agency head with a copy of a notice of call for jury duty or a subpoena requiring their attendance in court immediately upon receipt.

MV TRANSPORTATION, INC.  
Paratransit Services

Employees will report to the Clerk of Court on day(s) of jury duty.

Employees called for court or jury duty in the morning shall report directly to the Clerk of the Court rather than the job site. When excused or released from jury duty for the day, the employee may delay reporting for work for the period of time reasonably necessary to travel to and from home to change into work clothing.

#### **4.05 Injury Leave.**

MV purchases Workers' Compensation Insurance for employees who incur a work-related injury or illness. Any illness or injury to an employee, regardless of severity, that occurs while on the job must be reported. Any employee who has suffered a work-related injury or illness has the right to make a workers' compensation claim. The employee may then be sent to a Company approved medical facility for treatment or examination, which may determine whether follow up care is necessary. While on Workers' Compensation leave or while on a Temporary Modified Work assignment, employees shall conform to all applicable rules, policies, and procedures. Employees will not be discriminated against for presenting a Workers' Compensation claim.

All employees who experience a work-related injury that requires medical attention may be subject to a drug and alcohol test (if allowable by applicable State law) and placed on unpaid "safety leave" until the results of the test are known. Employees whose test results are negative shall be returned to work with no loss of pay. Temporary modified work may be offered to those employees who have sustained a compensable Workers' Compensation injury and who have been released by an authorized health care provider to return to work with medical and/or physical restrictions.

The Company shall establish the temporary modified workday and work week within the restrictions set forth by the authorized health care provider. An employee's temporary duty shift assignment shall be similar to his/her regularly scheduled shift. Temporary modified workdays shall not exceed eight (8) hours for a 5/8 schedule, and ten (10) hours for a 4/10 schedule to ensure temporary modified duty employees do not work overtime. Temporary modified work may be assigned for up to twenty-six (26) weeks in a rolling fifty-two (52) week period.

Prior to acceptance of temporary modified work, the employee shall be furnished a written temporary work offer indicating the temporary modified work duties. Employees accepting this work shall receive their normal rate of pay.

**4.06 Personal Leave Without Pay.** An employee may be authorized leave without pay by the general manager; provided, the absence will not cause the Company any business hardships beyond the benefits to be realized by granting the leave.

**4.07 Family and Medical Leave.** The Company agrees to provide leave benefits to employees under state and federal laws regarding family leave.

MV TRANSPORTATION, INC.  
Paratransit Services

**4.08 Military Leave.** The Company agrees to provide leave benefits to employees under state and federal laws regarding military leave.

**ARTICLE 5  
COMPENSATION**

**5.01 Wage Rates.** Effective July 1, 2022, until June 30, 2025, all regular full-time, regular part-time, on-call drivers and dispatchers, shall continue to be paid the following applicable straight-time hourly rates of pay for all straight-time hours actually worked.

**Driver Wages**

	Current		Ratification	07/01/22	07/01/23	07/01/24
Starting Wage	\$15.52	Starting Wage	\$17.00	\$19.00	\$20.00	\$21.00
1 Year	\$16.37	1 Year	\$17.50	\$19.75	\$20.75	\$21.75
2 Years	\$17.20	2 Year	\$18.25	\$20.50	\$21.50	\$22.50
3 Years	\$18.27	3 Year	\$19.00	\$21.25	\$22.25	\$23.25
4 Years	\$19.08	4 Year	\$19.75	\$22.00	\$23.00	\$24.00
5 Years	\$19.88	5 Year	\$20.50	\$25.00	\$26.00	\$27.25
6 Years	\$20.33	6 Year	\$21.00			
7 Years	\$20.78	7 Year	\$21.75			
8 Years	\$21.23	8 Year	\$22.75			
9 Years	\$21.69	9 Year	\$23.75			
10 + Years	\$22.14	10 Year	\$24.50			

**Dispatch Wages**

	Current		Ratification	07/01/22	07/01/23	07/01/24
Starting Wage	\$15.54	Starting Wage	\$17.00	\$19.00	\$20.00	\$21.00
6 Months	\$16.79	6 Months	\$17.00	\$19.00	\$20.00	\$21.00
1 Year	\$17.10	1 Year	\$17.75	\$20.00	\$21.00	\$22.00
2 Years	\$17.94	2Year	\$18.50	\$20.75	\$22.00	\$23.00
3 Years	\$18.59	3 Year	\$19.25	\$21.75	\$22.75	\$23.75
4 Years	\$19.40	4 Year	\$20.00	\$22.50	\$23.50	\$24.50
5 Years	\$20.21	5 Year	\$20.75	\$25.50	\$26.50	\$27.75
6 Years	\$20.67	6 Year	\$21.50			
7 Years	\$21.12	7 Year	\$22.25			
8 Years	\$21.60	8 Year	\$23.00			
9 Years	\$22.04	9 Year	\$23.75			
10 + Years	\$22.51	10 Year	\$24.75			

MV TRANSPORTATION, INC.  
Paratransit Services

**C.S.R. Wages**

	<b>Current</b>		<b>Ratification</b>	<b>07/01/22</b>	<b>07/01/23</b>	<b>07/01/24</b>
Starting Wage	\$14.93	Starting Wage	\$16.00	\$17.00	\$18.00	\$19.00
6 Months	\$15.71	6 Months	\$16.00	\$17.00	\$18.00	\$19.00
1 Year	\$15.89	1 Year	\$16.75	\$17.25	\$18.25	\$19.25
2 Years	\$17.00	2 Year	\$17.50	\$18.00	\$19.00	\$20.00
3 Years	\$17.65	3 Year	\$18.25	\$18.75	\$19.75	\$20.75
4 Years	\$18.15	4 Year	\$18.75	\$19.25	\$20.25	\$21.25
5 Years	\$18.94	5 Year	\$19.75	\$24.00	\$24.50	\$25.00
6 Years	\$19.38	6 Year	\$20.50			
7 Years	\$19.81	7 Year	\$21.25			
8 Years	\$20.26	8 Year	\$22.00			
9 Years	\$20.68	9 Year	\$22.75			
10 + Years	\$21.12	10 Year	\$23.75			

**Mechanic Wages**

	<b>Current</b>		<b>Ratification</b>	<b>07/01/22</b>	<b>07/01/23</b>	<b>07/01/24</b>
Starting Wage	\$23.59	Starting Wage	\$26.00	\$28.00	\$29.00	\$30.00
6 Months	\$24.23	6 Months	\$26.00	\$28.75	\$29.75	\$30.75
1 Year	\$24.52	1 Year	\$26.00	\$29.50	\$30.50	\$31.50
2 Years	\$25.91	2 Year	\$26.25	\$30.25	\$31.25	\$32.25
3 Years	\$26.55	3 Year	\$27.00	\$31.00	\$32.00	\$33.00
4 Years	\$27.06	4 Year	\$28.50	\$31.75	\$32.75	\$33.75
5 Years	\$28.17	5 Year	\$29.00	\$33.00	\$34.00	\$35.00
6 Years	\$28.84	6 Year	\$29.50			
7 Years	\$29.45	7 Year	\$30.00			
8 Years	\$30.10	8 Year	\$30.50			
9 Years	\$30.73	9 Year	\$31.00			
10 + Years	\$31.37	10 Year	\$32.75			

**Utility Detailer Wages**

	<b>Current</b>		<b>Ratification</b>	<b>07/01/22</b>	<b>07/01/23</b>	<b>07/01/24</b>
Starting Wage	\$15.48	Starting Wage	\$16.00	\$17.00	\$18.00	\$19.00
6 Months	\$16.13	6 Months	\$16.50	\$17.00	\$18.00	\$19.00
1 Year	\$16.43	1 Year	\$16.75	\$17.75	\$18.25	\$19.25
2 Years	\$17.69	2 Year	\$18.00	\$18.50	\$19.00	\$20.00
3 Years	\$18.22	3 Year	\$18.25	\$19.25	\$19.75	\$20.75

MV TRANSPORTATION, INC.  
Paratransit Services

4 Years	\$18.71	4 Year	\$18.75	\$19.75	\$20.25	\$21.25
5 Years	\$19.52	5 Year	\$19.75	\$24.00	\$24.50	\$25.00
6 Years	\$19.97	6 Year	\$20.50			
7 Years	\$20.23	7 Year	\$21.25			
8 Years	\$20.90	8 Year	\$22.00			
9 Years	\$21.36	9 Year	\$22.75			
10 + Years	\$21.85	10 Year	\$23.75			

The Company reserves the right to increase the starting wage for any classification at any time provided that the revised starting rate does not exceed the one (1) Year rate for that classification.

a. All trainers will be paid their current wage rate plus one dollar (\$1.00) for all hours worked while training. Additionally, other employees trained and authorized by the Company to perform the functions of a trainer will be paid their current wage rate plus one dollar (\$1.00) for all hours worked while training when assigned and authorized to perform the training by the Company. It is understood by the parties that general knowledge sharing by all non-BTW employees is expected and not considered organized training. This knowledge sharing will continue to be paid at the employees' base hourly rate. This premium rate will take effect upon ratification.

**5.02 Overtime Pay.** All work performed in excess of eight (8) or ten (10) hours in a standard workday depending on the assigned shift or forty (40) hours in a standard workweek, but not both, shall be paid for at one and one-half (1-1/2) times the job base rate. All overtime will be assigned by seniority with the most senior employee in the classification being given first choice.

**5.03 Extra Work.**

a. Scheduled extra work will be assigned to the most senior employee in their classification. The Company has the right to assign scheduled extra work to the senior most employee in that classification that will not incur the payment of overtime.

b. Unscheduled extra work will be assigned to the most senior employee in their classification, amongst those employees who already have a work assignment for the day. The Company has the right to assign unscheduled extra work to the senior most employee, who already has a work assignment for the day in that classification, that will not incur overtime.

**5.04 Work in a Different Classification.** When an employee works in a higher classification, they shall be compensated as follows:

a. When an employee is temporarily assigned to work in a higher classification within the bargaining unit, the employee will be compensated for all hours worked in the higher classification.

MV TRANSPORTATION, INC.  
Paratransit Services

**5.05 Payday and Pay Time.** All employees covered by this Agreement will be paid biweekly. If paydays are changed, employees will be notified two (2) pay periods in advance. The Company will distribute paychecks by noon on each payday. If payday is a recognized holiday, then payday shall be the last working day prior to the recognized holiday. The Company shall provide for automatic payroll deposit.

**5.06 Pay Shortages.** After the employee's complaint, pay shortages shall be investigated and paid promptly. Pay shortages of less than ten percent (10%) shall be made whole on the employee's next regular paycheck. Pay shortages of more than ten percent (10%) shall be made whole within two (2) working days if the employee so requests. Should an inadvertent overage occur on an employee's paycheck, the employee shall notify management immediately of the overage and the Company shall be made whole from the employee on the next pay period.

**5.07 New Classification.** If, during the term of the Agreement, the Company creates a new classification, the applicable wage rate is subject to negotiations.

**5.08 Longevity Bonus.** Eligible employees with eleven (11) or more years of service shall receive a bonus of seventy dollars (\$70.00) per pay period. Eligible employees shall be defined as an employee holding a regular scheduled bid.

**5.09 Attendance and Safety Bonus.** All eligible driver and maintenance employees shall receive a bonus for perfect attendance and safety each quarter, under the following conditions:

- a. Employees must have no unexcused absences or tardy violations.
- b. Employees must have no preventable accidents, safety related incidents or injuries.

Eligible full-time employees shall receive two hundred fifty dollars (\$250.00) per quarter upon qualification. Eligible part-time employees shall receive one hundred twenty-five dollars (\$125.00) per quarter upon qualification. Eligible employees shall be defined as an employee holding a regular scheduled bid.

All eligible office and dispatch employees shall receive a bonus for perfect attendance and safety each quarter under the following conditions:

- a. Employees must have no unexcused absences or tardy violations.
- b. Employees must have no preventable safety related incidents or injuries.

Eligible full-time employees shall receive one hundred and fifty dollars (\$150.00) per quarter upon qualification. Eligible part-time employees shall receive seventy-five dollars (\$75.00) per quarter upon qualification.

**ARTICLE 6  
BENEFIT**

**6.01 Company 401(k) Plan.** The Company will provide a 401(k) plan to all eligible employees. The details of the program are set forth in a booklet provided to all eligible employees.

**6.02 Group Insurance.** The Company agrees to pay the employer contribution amounts stated in the table below for all qualified employees. The Company and the Union agree that the employer contributions in this article are minimums, and that the Company may contribute to the cost of employee only medical coverage at a higher rate as determined by the Patient Protection and Affordable Care Act (PPACA)

<u>Benefit</u>	<u>Employer contribution</u>
Medical	\$426.66
Dental	\$32.27

Vision and dependent coverage shall be at the employee's expense.

Qualified employees shall be determined in accordance with the PPACA. Employees shall be eligible to participate in the Company's Health and Welfare plans, as defined in this Article, in accordance with the terms of the PPACA, on the first day of the month following sixty (60) days of employment with the Company.

The Company reserves the right to change to similar health and welfare plans in order to comply with the PPACA or where cost savings can be realized.

Each participating employee, through payroll deduction, will pay the difference between the Company's contribution and the applicable premium amount. Employees may choose to provide dependent coverage through payroll deduction.

The Company provides medical, dental, twenty thousand dollars (\$20,000.00) life insurance, and employee assistance plans for all eligible employees.

**6.03 Safety, Health, and Sanitation.** The Company shall comply with all safety, health, and sanitation measures required by the Alaska Occupational Safety and Health Division and the Federal Occupational Safety and Health Act (OSHA). The employees shall comply with safety, health, and sanitation standards, rules, and regulations.

**6.04 Unemployment Insurance.** The Company shall pay taxes into the Unemployment Insurance program to provide payments to employees who are involuntarily unemployed and are determined to be eligible for state unemployment benefits.

**6.05 OPT Out.** Employees covered under this Agreement and who were employed by the Company at its Division 119 location prior to the date of ratification of the previous Agreement, who wished to opt out of the medical plan provided by the Company were



MV TRANSPORTATION, INC.  
Paratransit Services

entitled to a payment of fifty dollars (\$50.00) per pay period in lieu of the Company's medical plan. Beginning the date of ratification, employees who took the opt-out payment of fifty dollars (\$50.00) per pay period will continue to receive the fifty dollars (\$50.00) per pay period as a grandfathered stipend without requiring proof of insurance as long as they are in active status.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE AND DISPUTES**

**7.01** Grievances are defined as disputes arising between the Company and employee, or between the Company and the Union, as to a matter which has occurred during the term of this Agreement with respect to the interpretation or application of the terms of this Agreement, and shall be settled according to the following procedure:

**Step One:** The employee shall report the grievance to the Union representative within fifteen (15) calendar days of the event giving rise to the grievance or fifteen (15) days of the time any party knew, or had reason to know, of the existence of the grievance. The Union representative and the immediate supervisor will meet and try to resolve the grievance.

**Step Two:** Failing to agree, the Union representative shall report the matter to the general manager of the Company, or designee within fifteen (15) calendar days. The Union representative and the general manager will meet and try to resolve the grievance. Terminations shall start at step two of the grievance procedure.

**Step Three:** Failing to agree, the Union representative shall report the matter to the director of Labor Relations of the Company, or designee, within fifteen (15) calendar days. The Union representative and the director of Labor Relations will meet and try to resolve the grievance.

**Step Four:** If the Union representative and the director of Labor Relations are unable to resolve the matter, the Union or the Company may refer the grievance to arbitration within fifteen (15) calendar days following the written decision of the director of Labor Relations. The arbitration will be scheduled to commence within thirty (30) days from the receipt of the request by the Union or the Company to proceed to arbitration. To ensure the time constraints in this matter are met, the Union shall request a list of fifteen (15) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Through an alternate striking method with the Company, there will be seven (7) arbitrators remaining who will be utilized to hear all grievances during the length of this Agreement. Cases will be assigned to the seven (7) arbitrators in alphabetical order of their last name, on a rotational basis. If an arbitrator is unavailable to hear the arbitration, the next arbitrator in rotation will be utilized and the rotation will continue from the replacement. The cost of selecting the seven (7) arbitrators shall be borne equally by both the Union and the Company. The conduct of any arbitration hearing shall be in accordance with the Labor Arbitration Rules of the Federal Arbitration and Conciliation Services. The fees and expenses of the arbitrator will be borne equally by the Union and the Company. The

MV TRANSPORTATION, INC.  
Paratransit Services

arbitrator's decision shall be rendered, in writing, and shall be final and binding on the parties and on any affected bargaining unit employee(s).

**7.02** If a dispute arises on the job as to how the work is to be performed or for any other reason (except an unsafe condition or harassment), work shall continue according to the conditions prevailing prior to the dispute and a grievance may be filed.

**7.03** The decision of the arbitrator shall be completely within the scope and terms of this Agreement and the arbitrator's decision will be final and binding on both parties.

**7.04** The parties to this Agreement agree that all proceedings that are held shall remain in the strictest confidence and, therefore, will not share the actions of the proceedings with other bargaining unit employees.

**7.05** A grievance and response must be presented in writing. The time limits in this Article may be extended upon mutual agreement of the Company and the Union. If either party fails to adhere to the time limits set forth, the grievance remedy shall be granted or proceeded to the next step of the grievance at the discretion of the party who did not violate the time limits, except in cases of termination. Where a written submission is required by a certain date, the postmark or date of transmission shall be used to determine timeliness.

**ARTICLE 8**  
**SAFETY COMMITTEE AND ACCIDENT REVIEW BOARD**

**8.01 Safety Committee.** The Company and employees shall maintain an active safety committee which will work diligently to make the Company workplace a safe place to work. The committee shall be comprised of the following represented employees selected by the Union: one (1) Office-represented employee, one (1) Mechanic-represented employee, one (1) Driver-represented employee, and one (1) Management employee selected by the Company. The committee shall meet quarterly or more often if deemed necessary by the Company.

**8.02 Safety Awareness.** The Union and the Company jointly recognize the need to provide safe transportation to the customers to be served by the Company. In order to promote the need for safe operations, the Union, and the Company support safety awareness programs. It is the mutual belief that creating an Accident Review Board is a key element to facilitating safe operation. Each Accident Review Board member from the Union will be compensated at their regular rate of pay for all time spent attending meetings, accident/incident investigations, attending approved training sessions or workshops, documenting conditions, and engaging in other duties of the board.

**8.03 Accident Review Board.**

a. All accidents regardless of the amount of damage are to be reported immediately. Failure to do so will result in disciplinary action.

MV TRANSPORTATION, INC.  
Paratransit Services

b. All accidents will be investigated, and a decision will be rendered by the General Manager as to whether the accident is preventable or non-preventable. A determination of preventable would be defined as an accident that could have reasonably been prevented by the driver. The decision of the General Manager shall be followed unless the employee, with knowledge of the Union, disputes the General Manager's decision. To request a review by the Accident Review Board (ARB), the driver will submit in writing, a request for review to the General Manager. The dispute shall be referred to the ARB for further action. If the Board determines the accident to be non-preventable, disciplinary action taken by the Company shall be reversed or the employee may seek relief through the grievance procedure.

c. The Accident Review Board will consist of three (3) individuals, one (1) assigned by the Union, one (1) assigned by the Company and a third member will be chosen by mutual consent of the Company and the Union. No Company personnel making an initial determination as to preventability may sit on the ARB. The Company representative shall act as Chairperson during odd years and the Union representative shall act as the Chairperson during the even years.

d. All material including police reports, accident report forms, etc., shall be forwarded to the Chairperson to review at the ARB meeting.

e. Members of the ARB shall review all accidents brought to its attention by the employee or the Company and shall render a decision as to whether it is preventable or non-preventable. Upon completion of the accident review, a decision will be rendered within seven (7) workdays and be forwarded to the General Manager and the employee. The determination of the Board shall be final, and the employee shall have no further appeal as to preventability.

**8.04 Labor Management Committee.** A Labor Management Committee (LMC) shall be established as necessary, and by mutual agreement, between the parties. This committee shall be comprised of three (3) members named from the Company and three (3) members named from the Union. The committee's purpose is to meet at least quarterly to discuss issues and problems, and address solutions in a collaborative manner. The LMC shall not replace the grievance procedure contained in this Collective Bargaining Agreement in any way.

**ARTICLE 9  
SAFETY**

**9.01 Safety.** Safety rules shall be as follows:

a. The regulations concerning safety and equipment standards shall be governed by local, state, and federal government rules, which shall be followed by the Company, the Union, and all employees.

MV TRANSPORTATION, INC.  
Paratransit Services

b. Employees shall be required to turn in equipment condition reports as prescribed by the appropriate department.

c. All equipment which is unsafe shall be reported to the appropriate supervisor or designee, who shall take immediate steps to correct the items reported. No employee shall be disciplined for refusing to operate unsafe equipment as determined by completion of the daily pre-trip inspection.

d. Employees shall immediately report an accident and shall not leave the scene of the accident unless advised to by their supervisor or by a police officer or other appropriate official at the scene.

e. Employees must submit accident and injury reports prior to leaving the workplace at the end of the workday. Employees must use any and all safety equipment paid for or furnished by the Company.

f. The Company shall establish regular safety meetings for each department during working hours, and all employees will be required to attend without loss of pay. Employees who do not attend safety meetings could be subject to disciplinary actions. No employee shall be required to attend such a meeting while on sick leave, vacation, or leave of absence. No employee shall be required to attend a mandatory meeting on their scheduled day off.

g. The Company's dispatchers will support a driver's need to ensure safety over the objective of staying on schedule. The Company will do everything possible to ensure the manifest will allow drivers to safely perform their duties. If an employee has questions or concerns about their manifest, he or she will discuss those concerns with their supervisor.

h. An employee will not be assessed safety points or discipline for citations received while driving a personal vehicle in un-paid status, provided the citation does not affect their qualifications for driving an MV vehicle, and that employees who operate MV vehicles report the citation prior to operating a MV vehicle.

**9.02 Uniforms, Special Clothing, and Required Safety Footwear.**

a. The Company will furnish, and maintain uniforms and special clothing, only where such uniforms and special clothing are required by the Company or applicable OSHA or other applicable safety regulations. Any such uniforms or special clothing provided by the Company shall be returned to the Company upon termination of the employee's employment.

b. Each employee required by the Company, based on the nature of his or her work to wear safety footwear, shall be reimbursed for the actual cost of safety footwear, not to exceed the sum of two hundred and fifty dollars (\$250.00), one (1) time every twenty-four (24) month period. The employee shall be required to submit a receipt for the safety footwear.

MV TRANSPORTATION, INC.  
Paratransit Services

c. Employees required to use their personal phone for Company business will be reimbursed for that call, upon verification of the charges.

### **9.03 Safety Policy.**

Because our clients rely on MV Transportation for qualified, well trained, and safe drivers, a good safety record on the part of the drivers is essential for us to serve our clients in a safe and professional manner that they expect. It is agreed between the parties that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Safety and Incident Policies as detailed in this Article including the Safety Point System are the agreed upon safety policies in effect for this agreement.

#### Major Safety Incidents

For incident reporting purposes, a major incident is one involving a transit vehicle or occurring on MV property. This includes but is not limited to:

- Fatality
- Striking a pedestrian or cyclist
- Passenger incident or injury involving a lift
- Passenger incident or injury while entering or exiting a vehicle
- Passenger incident or injury involving improperly securing a passenger
- Preventable roll-away incident
- Accident/incident where MV operator is cited for a moving violation
- Any injury (including the MV operator) requiring immediate medical attention away from the scene
- Property damage or environmental spill of at least five thousand dollars (\$5,000.00) (excluding Company vehicles)
- Vehicle roll-over/lay-over, or fire
- Incidents where Operator drug and/or alcohol use may be involved
- MV Operator is cited for a (major/serious) moving violation (e.g., reckless driving, DUI)
- Events with potential for negative public relations and/or news media coverage
- Any use of a cellular telephone or non-company issued electronic device while operating a company vehicle

Any employee who has a preventable incident will be subject to re-training and/or discipline up to and including termination based on the safety point system. Although most situations will be addressed by issuing safety points, MV reserves the right to impose discipline, up to and including termination for any failure to follow safe work practices and/or procedures, or negligent operation of a Company vehicle regardless of the point assessment under the Safety Point System. Unsafe behaviors are also subject to disciplinary action regardless of whether they lead to injury.

MV TRANSPORTATION, INC.  
Paratransit Services

Accruing Safety Points

Drive Cam and Other Video Systems events/incidents will be assessed safety points based on the current version of the Drive Cam and Other Video Systems Point Policy. Drive Cam and Other Video Systems Points may result from both coached and auto-resolved events/incidents. Drive Cam and Other Video Systems Points are included and considered when applying the following Maximum Allowable Points section. The good faith filing of a workers' compensation claim shall not accrue safety points or discipline.

To be clear, and notwithstanding any other language in the Safety Policy, an employee will not receive safety points or be otherwise disciplined simply because an incident results in an injury or a worker's compensation claim.

All preventable incidents will be assigned points in the following manner

Unsafe maneuver or act	One (1) point
Failure to cycle wheelchair lift	One (1) point
Failure to do a proper vehicle inspection (DVI)	One (1) point
Driver unbelted or improperly belted when legally required	One (1) point
Failure to stop at a Railroad Crossing	One (1) point
Conviction of a minor traffic violation	Two (2) points
Backing incident or collision	Three (3) points
Preventable rear-end collision	Three (3) points
Preventable incident that does not involve serious injury, death and/or property damage in excess of \$15,000.00	Three (3) points
Failure to provide door-to-door service, to include failure to properly load/unload a passenger via the lift	Three (3) points
Preventable incident that does not involve serious injury, death and/or property damage in excess of \$15,000.00 But less than \$25,000.00	Four (4) points
Any use of a cell phone or non-company issued electronic device while operating a vehicle in Company service	Six (6) points
Preventable incident with serious injury, death and/or property damage in excess of \$25,000.00	Six (6) points
Any preventable roll-away incident	Six (6) points
Failure to properly secure/transport a mobility device	Six (6) points
Failure to properly secure/transport a paratransit passenger	Six (6) points
Failure to immediately report a citation or incident in a vehicle while in Company service	Six (6) points
Tampering or disabling, or otherwise interfering with Drive-Cam or other monitoring equipment or safety device	Six (6) points
Conviction of a major traffic violation *	Six (6) points

MV TRANSPORTATION, INC.  
Paratransit Services

(\*) A major traffic violation is any citation in a company vehicle that involves any of the items listed under major safety incidents above and/or

1. Driving while intoxicated or under the influence of alcohol or drugs.
2. Homicide, manslaughter, or assault arising out of the operation of a company vehicle.
3. Driving a company vehicle while your license is suspended or revoked.
4. Reckless driving.
5. Possession of an open container or alcoholic beverages
6. Speed contest, drag racing, or attempts to flee from an officer of the law.
7. Leaving the scene of an accident.

Maximum Allowable Safety Points

In any rolling eighteen (18) month period of employment, receipt of six (6) or more points will result in termination. Any infraction which occurred more than eighteen (18) months prior would no longer be included in the safety point count.

Three Separate Safety Points

In addition to the above, receipt of three (3) separate safety point assessments in any rolling one (1) year period will result in termination, regardless of the employee's total point count.

**ARTICLE 10**  
**DISCIPLINE/DISCHARGE**

**10.01** The Company may discipline/discharge a regular employee for just cause, but no regular employee shall be disciplined/discharged after ten (10) workdays of the Company's first knowledge of such infraction, except where there is an ongoing investigation. Notification to the employee and the Union prior to the ten (10) workday limit of an ongoing investigation will automatically extend the time frame to thirty (30) workdays. Warning notices shall not be necessary; therefore, immediate termination may be issued for conduct considered serious infractions as follows:

- a. Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- b. Physical violence or fighting on Company premises or vehicles or any time while on duty.
- c. Possession of firearms, weapons or explosives and similar devices on Company premises or any time while on duty.

MV TRANSPORTATION, INC.  
Paratransit Services

d. Conviction of a misdemeanor or felony law while on duty. Conviction of a felony on or off duty, either before or during employment, provided the Company was not aware of the felony conviction at the time of employment.

e. Activity designed to create a hostile work environment or to offend or harass any other employee, customer, or passenger based on the employees, customer's or passenger's race, color, religion, sex, age, national origin, sexual orientation, disability, or Vietnam Era veteran status, or any other status protected by law.

f. Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or Local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be entitled to use paid leave, and/or unpaid leave of absence for up to a maximum thirty (30) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not notify the Company of any loss of license or certificate required to operate the vehicles, prior to operating a company vehicle, the employee will be terminated immediately.

g. Inappropriate touching, physical contact with or indecent exposure to a passenger or fellow employee.

h. Failure to properly secure using required procedure, boarding belt and lap and shoulder restraints, any passenger in a wheelchair or other mobility assistance device in accordance with MV provided training.

i. Transport of any unauthorized passenger.

j. Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this agreement.

k. Dishonesty, including but not limited to, knowingly omitting, or falsifying any document including employment application, time records, manifest or any other document.

l. Failure to report an incident, accident, or injury immediately to the dispatcher or supervisor.

m. Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.

n. Verifiable insubordination.

o. Conviction of an offense, while in a Company vehicle, or a serious traffic violation including DUI, vehicular manslaughter, reckless driving, or any driving offence



MV TRANSPORTATION, INC.  
Paratransit Services

involving alcohol or drugs, or conviction of same where future employment is prohibited by the revenue contract.

p. Verifiable threatening, intimidation, coercing or abusing fellow employees, passengers, customers, or members of the public.

**10.02** The Company shall give a discharged employee a written notice of termination, stating the reason for the termination and, at the same time, sending copies to the Union and shop steward.

**10.03** The Parties agree to cooperate so that the employee can take full advantage of technology for the betterment of safety, working conditions and service to the passengers and Client. Therefore, the Company may employ existing and new technology, including but not limited to, Drive Cam, video systems, GPS, mobile data terminals/computers, and other present and future technologies in order to help ensure the safety of the driver, passenger, and the public. Recordings resulting from said technology may be used as evidence in the investigation, and any subsequent discipline concerning 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 practical. Any use of technology for disciplinary purposes, as described in this section, shall be in accordance with the terms of this Collective Bargaining Agreement and is subject to the grievance procedure contained herein.

The Company agrees that any Article or Section of this contract does not waive the rights of the Union to bargain any new rules or implementation of technology or the effects of new rules and implementation of technology that are subject to mandatory bargaining.

**10.04 Progressive Discipline.** Any violation of posted and/or written Company policies and/or procedures may result in disciplinary action. With the exception of a violation of a serious infraction as listed in Section 10.01, Attendance Policy, as listed in Section 10.05 or the Safety Policy as listed in 9.03, each infraction of any rule, policy, procedure may result in the following disciplinary action taken by the Company against an employee who violates any rule, policy, or procedure.

First violation	Policy review / documented verbal counseling
Second violation	First written warning notice
Third Violation	One (1) day suspension
Fourth Violation	Final written warning notice and five (5) day suspension
Fifth Violation	Dismissal from employment with the Company

The definition "first", "second", "third", "fourth", and "fifth" violation above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second, third violation of each individual rule exclusive of violation of any other rules. An employee will have his record cleared of each violation after twelve (12) months using a rolling twelve (12) month time period.

MV TRANSPORTATION, INC.  
Paratransit Services

**10.05 Attendance.** The Attendance Policy as outlined in this Article will be utilized and followed for any and all attendance violations/disciplines. All MV employees are required to report to work on time every day they are scheduled to work. The following policy applies to all bargaining unit employees and is based on a rolling twelve (12) month time period.

#### Excused Absence

Excused absences are approved requests for family medical leave (FMLA), personal leave, Jury duty and/or witness duty, military, bereavement, pre-arranged vacation days, or any other leave protected by law. Attendance points are not issued for excused absences.

#### Unexcused Absences

Absenteeism is measured in points. Employees are required to call in for each day of work missed. All employees other than drivers who will be absent or tardy are required to notify their supervisor, Drivers are to notify dispatch via direct phone call or on the driver call off line at least one (1) hour prior to the start of their shift. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call in 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 an employee calls in at least one (1) hour prior to the start of his/her shift is counted as one (1) occurrence. Unexcused absences up to four (4) consecutive days are counted as one (1) point provided proper notice is given (even if a doctor's note is provided). After day four (4), each absence is counted as a separate 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 absence will be counted as a separate point. Absences exceeding ten (10) days may be considered for a leave of absence. Calling in less than one (1) hour in advance of your start time to report an absence is counted as one and one half (1-1/2) points. A failure to call at all, No Call/ No Show, for a scheduled shift is counted as four (4) points. A failure to complete the entire shift is counted as one (1) point. Missing a mandatory meeting is counted as one (1) point. No employee shall be required to attend such a meeting while on sick leave, vacation, or leave of absence. No employee shall be required to attend a mandatory meeting on their scheduled day off. Employees will be issued accrued leave or floating holiday (as appropriate) any call offs and No call/No Shows.

#### Tardiness

Arriving for work up to fifteen (15) minutes after your scheduled reporting time for shift start is one-half (1/2) a point. Reporting to work more than fifteen (15) minutes after a scheduled reporting time for shift start will be counted as one (1) point. Reporting or calling in after 1 hour of scheduled work report time will be considered a No Call/No Show.

MV TRANSPORTATION, INC.  
Paratransit Services

Disciplinary Guidelines for Attendance

All bargaining unit employees will be issued an Employees Attendance Report documenting each point. Violations of more than one (1) component of the attendance policy, will receive a single point assessment of the highest value. Employees are allowed a maximum of seven (7) points within a rolling twelve (12) month period before a written warning is issued. Each point is removed from the employee's record twelve (12) months after the point. If an employee reaches ten (10) points within a rolling twelve (12) month period, he/she may be terminated.

Clean Slate.

If an employee goes "point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean.

**10.06 Work Rules.**

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

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule which the Union alleges conflicts with the terms of this Agreement are subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fifteen (15) business days after receipt of a new rule or policy, the new rule, regulation, or work-related policy change will stand as implemented.

**ARTICLE 11  
SCHEDULING**

**11.01 Bidding.** Bidding shall be conducted in April and September of each year of this Agreement. Bidding may occur outside of the schedule in response to operational

MV TRANSPORTATION, INC.  
Paratransit Services

changes. A minimum of two (2) weeks' notice will be given for a bid outside the regular bidding schedule, and the Company will make every attempt to notify employees on leave of the new bid.

a. Mutually agreed upon rules/procedures of the shift bid shall be posted with the upcoming shift bid schedule. This agreement will at a minimum designate time and place sequence of events, priority of bidding transactions i.e., in person, proxy, telephonic/radio, and proxy bid sheet collection procedures.

**11.02 Notification of Work Schedule.** Any changes to the work schedules for full-time employees will be posted on the appropriate workplace bulletin boards as far in advance as practicable.

**11.03 Rest Breaks.** Eligible and scheduled rest periods will not exceed fifteen (15) minutes in length and will be scheduled as near as possible to the midpoint of each four (4) hours worked, subject to operational constraints. Two (2), fifteen (15) minute rest periods will be given on any shift of seven (7) hours or more, one (1) rest period, not to exceed fifteen (15) minutes will be given on shifts less than seven (7) hours, but more than three (3) hours. When an employee is also eligible for a scheduled meal period, it will be the objective of the scheduler and/or dispatcher to schedule the meal and rest period(s) in a manner that approximates equal length work periods, subject to operational constraints.

**11.04 Meal Breaks.** Employees working over a six (6) hour shift shall be entitled to a meal break. Meal breaks will be one (1) hour unpaid or one-half (1/2) hour unpaid, as designated by the Company from the time the employees break at the job site for lunch and return there from lunch. The beginning of the meal break period may be accelerated or delayed, as the case may be, but not to exceed thirty (30) minutes at the discretion of the management person in charge, to facilitate the orderly completion of the work schedule. Where employees work four (4) or more hours beyond a regular eight (8) hour shift, they will be given a one-half (1/2) hour unpaid meal break. Where the nature of the work will not permit a contiguous thirty (30) minute or sixty (60) minute meal break, an employee will be paid for the time actually worked during the meal break. A driver will be allowed time to get to their first stop after lunch for the scheduled pickup time. If the driver decides to exercise the one-half (1/2) hour window and pick the client up before the scheduled pickup time, said driver will do so on their own time and not be compensated for that time. Meal breaks will be scheduled as near as possible to the midpoint of the shift. Customer Service Representatives and Dispatchers who work on Saturday and Sunday will be excluded from this requirement and will not receive a lunch break.

**11.05 Guaranteed Relief.** Employees are guaranteed a break of eight (8) consecutive hours between their regularly scheduled shifts. If an employee is required to report to work without having had this break, the hours he or she is required to work without having had the eight (8) hour break shall be paid at the overtime rate.

MV TRANSPORTATION, INC.  
Paratransit Services

**11.06 Call-Outs.** All call-outs shall be scheduled by the Company. Employees who are called out by the Company shall be guaranteed at least four (4) hours pay at the applicable rate.

**11.07 Standby Time.** When employees are required to standby because of temporary breakdown or shortage of materials, temporary weather conditions, or for any other cause beyond their control, no time shall be deducted from this period.

**11.08 Travel.** Employment-related travel by employees covered by this Agreement must be directed and scheduled by the Company.

**11.09** During the bids in April and September, extra board drivers will be allowed to bid two (2) consecutive days off each week in order of seniority.

MV TRANSPORTATION, INC.  
Paratransit Services

**ARTICLE 12  
DURATION CLAUSE**

**12.01** This Agreement shall be effective July 1, 2022, and shall remain in full force and effect up to and including June 30, 2025, and shall continue thereafter from year to year unless, at least ninety (90) days prior to June 30, 2025, either party shall file written notice with the other party of its desire to amend, modify, or terminate this Agreement.

**SIGNED FOR THE UNION**

 <u>Gary Dixon</u>	Feb 2, 2022
<b>Gary Dixon</b> <b>Secretary-Treasurer</b>	<b>Date</b>
 <u>Yolandous Williams</u>	Feb 2, 2022
<small>Yolandous Williams (Feb 2, 2022 12:07 AKST)</small>	
<b>Yolandous Williams</b> <b>Business Representative</b>	<b>Date</b>
 <u>Stevenson Polintan</u>	Feb 2, 2022
<small>Stevenson Polintan (Feb 2, 2022 12:55 AKST)</small>	
<b>Stevenson Polintan</b> <b>Business Representative</b>	<b>Date</b>
 <u>Geraldine Owens</u>	Feb 2, 2022
<small>Geraldine Owens (Feb 2, 2022 15:00 AKST)</small>	
<b>Geraldine Owens</b> <b>Committee Member</b>	<b>Date</b>
 <u>Clifford Lewis</u>	Feb 2, 2022
<small>Clifford Lewis (Feb 2, 2022 15:18 AKST)</small>	
<b>Clifford Lewis</b> <b>Committee Member</b>	<b>Date</b>
 <u>Saitia Suemai</u>	Feb 2, 2022
<small>Saitia Suemai (Feb 2, 2022 17:03 PST)</small>	
<b>Saitia Suemai</b> <b>Committee Member</b>	<b>Date</b>
 <u>Sean Chambers</u>	Feb 3, 2022
<small>Sean Chambers (Feb 3, 2022 10:06 AKST)</small>	
<b>Sean Chambers</b> <b>Committee Member</b>	<b>Date</b>
 <u>Eneliko Faamasino</u>	Feb 3, 2022
<small>eneliko faamasino (Feb 3, 2022 13:47 AKST)</small>	
<b>Eneliko Faamasino</b> <b>Committee Member</b>	<b>Date</b>

**SIGNED FOR THE COMPANY**

 <u>Patrick Domholdt</u>	Feb 3, 2022
<small>Patrick Domholdt (Feb 3, 2022 18:29 PST)</small>	
<b>Patrick Domholdt</b> <b>Director of Labor Relations</b>	<b>Date</b>












# 010122\_063025 MV Transportaion Inc CBA

Final Audit Report

2022-02-04

Created:	2022-02-01
By:	Shawna Bragg (sbragg@akteamsters.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAywxZTgcFGAGX6SQdz5v-SBYhu1Y-I7JE

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-  Document created by Shawna Bragg (sbragg@akteamsters.com)  
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-  Document emailed to Gary Dixon (gdixon@akteamsters.com) for signature  
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-  Document emailed to Yolandous Williams (ywilliams@akteamsters.com) for signature  
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 Document e-signed by Patrick Domholdt (patrick.domholdt@mvtransit.com)  
Signature Date: 2022-02-04 - 2:29:41 AM GMT - Time Source: server- IP address: 68.104.35.54

 Agreement completed.  
2022-02-04 - 2:29:41 AM GMT