



First  **Transit**

Collective Bargaining Agreement

BETWEEN

**First Transit, Inc.
Mesa and Tempe Division**

and

**Amalgamated Transit Union
Local 1433**

Phoenix, Arizona

Duration

July 1, 2016 through June 30, 2021

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AGREEMENT

This Agreement made and entered into this 1st day of July 1, 2016 by and between First Transit, Inc., hereinafter referred to as the "Company" and Amalgamated Transit Union Local #1433 AFL-CIO hereinafter referred to as the "Union."

WITNESSETH

The purpose of this Agreement is to provide an understanding between the Company and the Union as to hours of labor, wages, and basic working conditions and to establish a means of settling grievances disputes, and controversies arising between the Company and its employees.

The parties contract and agree as follows:

ARTICLE 1 **RECOGNITION**

Section 1: The Company recognizes the right of the employees to bargain collectively through representatives of their own choice, and recognize the Union as the exclusive bargaining representatives of all employees covered by this Agreement.

Jurisdiction of the Union and the appropriate unit for collectively bargaining are defined as embracing all drivers employed at the Tempe and Mesa facilities and all fuelers and cleaners employed at the Mesa facility, along with any other job classification between both facilities as agreed to by both parties.

Section 2: The Company and the Union agree that it will not unlawfully discriminate against any individual because of such individual's race, color, religion, sex, national origin, age, marital status, veteran status, sexual orientation, gender identity, disability, or Union affiliation or non-affiliation or Union business or activity. The parties agree that disputes under this Article shall be resolved through grievance and arbitration procedure.

Section 3: The parties agree to comply with all local, state and federal laws. The Company may take any action required or proper under such laws, mandates, or directions, and neither such action nor its effects may be deemed a violation of this Agreement.

Section 4: When the term "employee" or the masculine gender is used in this Agreement, it shall mean an employee coming within the scope of this Agreement and shall encompass both the male and female gender.

Section 5: Definitions Domestic Partner - for all purposes under this Collective Bargaining Agreement the parties agree to define domestic partners in accordance with Phoenix City Code 18-401 effective February 9, 2009 and any amendments thereto.

Section 6: It is agreed between the Union and the Company that the following terms apply:

1. Work / Business Days: Monday – Friday.
2. Calendar Days: Each day of the calendar year.
3. Where the Collective Bargaining Agreement is silent, it shall default to "Calendar Days."
4. When a holiday falls on any day (Calendar or Work/Business) the timelines for any provision will be extended by one (1) day.

ARTICLE 2 **REPRESENTATION**

Section 1: It is agreed that all business pertaining to this Agreement shall be transacted between the proper officers or agents of the Company and the Union to include designated stewards.

Section 2: The Union and Company agree to furnish each other with current lists of all officers and agents referenced in Section 1 above within seventy-two [72] hours of any change.

Section 3: The Company will continue to provide the current enclosed bulletin board for Union business on both properties. The Union board will be for Union Business only. The use and full control will remain solely with the Union. In the event there is a complaint or concern the parties will promptly meet to discuss the issue. Subject to the approval of the client, space will be provided for the Union to add additional bulletin boards [to a max of double the existing size], at the Union's expense.

Section 4: The Union shall be given the ability to address the students in each training class with a maximum of sixty (60) minutes per training class. This will be at a mutually agreed upon time to happen at the end of each training class. It is understood that this orientation is not intended as a platform to make derogatory or defaming comments about the Company or its policies. In the event there is a complaint or concern the parties will promptly meet to discuss the issue.

Section 5: The Company shall be given at least twenty-four (24) hours prior to the 2:00PM call in by the Local Union on all requests for Union Officials and employees to be pulled from the assigned duties with the Company. The twenty-four (24) hour requirement may be waived upon mutual agreement between the Company and Union.

The Company shall not be responsible for any Union Official's pay while conducting Union business without the express written prior consent of the Union President or his/her designee. The Official will be required to immediately report back to his/her shift at the conclusion of the Union duties. The parties agree that for meetings; the meetings will be balanced meaning when there are two (2) Company representatives, there shall be two (2) Union Officials except when training new Union Officials. The Union will be responsible to pay for the Union Official that is in training.

Section 6: Authorized representatives of the Union will follow Company rules and policies while at the division.

Section 7: Anytime notification (with exception of drug testing) is required between parties it will be made to one another in writing by e-mail. In the event that e-mail is down, the parties will send official notifications through the US Postal Service. The parties will establish the appropriate methods and personnel to send and or receive such communication.

ARTICLE 3 **COOPERATION**

Section 1: All employees shall perform their duties in an efficient manner, operate and handle the Company's equipment and facilities carefully, safely and with the utmost regard for the safety of their passengers, the general public, as well as fellow employees and the equipment entrusted to their care; they shall operate and handle the Company's vehicles at all times in full compliance with the current traffic laws and rules of the Company; they shall treat the riding public courteously and with respect so that the Company's service may improve and grow; and employees shall at all times use their influence and best efforts to preserve and protect the interest of the Company and cooperate in the promotion and advancement of the Company's interest to the best of their ability.

Section 2: The Company will provide information to the Union that relates to its responsibilities as the collective bargaining representative of the employees.

Section 3: It is recognized that the Company and its employees are obligated to perform essential public

services and that these services must be continuously performed in a courteous, on-time, competent, efficient and safe manner. Accordingly, all personnel will conduct themselves in a professional and courteous manner with passengers, vendors and fellow employees, including answering to the best of their ability all passenger questions. Employees will refrain from disparaging the client or the Company to passengers, vendors, employees or the media, and performing other tasks as directed by the Company's client consistent with this Labor Agreement.

This Agreement also has the purpose of establishing an equitable and peaceful procedure for the resolution of differences, for the fair treatment of employees, the promotion of economical transportation services, and the settlement of disputes.

Section 4: Upon the request of either party, Labor-Management meetings will be held monthly to consider and endeavor to settle outstanding issues.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1: Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its common law rights to manage its business, as such rights existed prior to the execution of this Agreement with the Union. These rights include, but are not limited to the following: to decide all machines, tools and equipment to be used; to improve efficiency; to hire, lay off, assign, and promote employees; to determine the qualifications of employees; to determine the starting and quitting times; to establish the number of shifts; to determine the number of hours to be worked, including the determination of the necessity for overtime work; to promulgate reasonable rules and policies; to establish customer service and public relations policies; to determine the business hours and location of its establishments; to decide the processes of operation; to discharge or discipline for just cause and in accordance with the terms of this Agreement, except that any employee discharged or disciplined shall have recourse through the grievance procedure.

Section 2: The Company's rule book and bulletins are necessary, but not to be construed as being part of this Agreement. No rule or bulletin promulgated and enforced by the Company shall be valid if it violates any provisions of this Agreement.

Section 3: It is agreed that the failure of this Agreement to make specific provision for, or reference to, any matter or proper subject of bargaining shall not require further negotiation during the life of this Agreement unless mutually agreed to by the Union and the Company.

ARTICLE 5 **PROBATIONARY PERIOD**

Section 1: The probationary period is a trial period during which the Company may judge the new employee's ability, competency, fitness and other qualification to perform the work for which they were employed. The probationary period shall be ninety (90) calendar days from their date of hire. Upon mutual agreement the probationary period may be extended for up to an additional thirty (30) days.

Section 2: All rights, benefits and privileges, shall be applicable to probationary employees. The decision to continue employment at the completion of an employee's probation is not subject to the grievance and arbitration procedure.

Section 3: Only one probationary period shall be served by an employee. The decision to continue employment during the employee's probation is not subject to the grievance and arbitration procedure. While the parties agree that the decision to continue a probationary employee's employment is at the sole discretion of the Company, the Parties agree to conduct a disciplinary hearing to evaluate the employee's particular situation and offer the Union a final opportunity to advocate on behalf of the employee.

Section 4: Only one probationary period shall be served by an employee. Probationary employees, while in the training period, are not covered by this Agreement.

Section 5: The Company shall have the right to determine the length of the training period, however training will be no longer that six (6) weeks.

ARTICLE 6 **STRIKES AND LOCKOUTS**

Section 1: Neither the Union nor the employees will engage in any strike, slow down, or work stoppage during the term of this Agreement.

Section 2: No employee will be forced or coerced into crossing any sanctioned picket line at First Transit's properties or any other property for the purpose of performing any work covered by the striking Company. The Union will not interfere with or stop First Transit's employees from entering any Property for the purpose of conducting First Transit's day to day business, i.e. fueling First Transit equipment or any repair, etc.

Section 3: The Company agrees that there shall be no lockout of the employees covered by this Agreement, during the term of this Agreement.

ARTICLE 7 **CHECK OFF OF MEMBERSHIP DUES**

Section 1: The Company agrees to deduct from the wages of employees the regular monthly membership dues, initiation fees, or other authorized assessments of the Union levied in a legal manner of the service fee equivalent and will forward such fees, dues, assessments or service fees equivalents to the Union on or before the tenth (10th) day following the date in which total monthly dues or service fees are withheld from wages.

Section 2: The individual authorization or directives shall contain authorization for deduction of requested monthly membership dues, initiation fees, assessments, or the service fee equivalent. In addition the individual authorizations will specify when a member will be eligible to cancel the Dues Check-Off Agreement.

Section 3: Union shall indemnify and save the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken by employer under the provision of this Article.

The Company agrees to deduct from the paycheck of each employee who has so voluntarily authorized it, contributions to the ATU Committee on Political Education (COPE), contributions and uniform assessments as required, and forward to the union by the twenty-first (21st) of the month. The union agrees to indemnify and save First Transit harmless from any and all liabilities resulting from compliance with the above section.

ARTICLE 8 **DISCIPLINE AND DISCHARGE**

Section 1: Progressive Discipline:

A. No employee will be issued discipline without just cause. The Company will follow the principles of progressive discipline with respect to minor offenses as listed below:

First Violation:	Verbal warning
Second Violation:	Written warning for same and/or similar offense
Third Violation:	Suspension one (1) day for same and/or similar offense
Fourth Violation:	Suspension up to three (3) days or termination for same and/or similar offense

Progressive discipline is used for a violation of any one or similar rule not a combination of rules. If multiple violations are identified, each violation will be considered as individual violations and the appropriate discipline will be administered. No violations of Company rules will be used in conjunction with a different violation for the purposes of progressive discipline. Such discipline for the same or similar offense shall be limited to a rolling 365-day period.

The following are some examples of serious infractions and may result in termination, however in all cases the Company agrees to meet a just cause standard. The Company may impose a lesser penalty:

- Conviction of any crime that resulted in a loss of CDL driving privileges. As an example, a bus Operator has his or her license suspended for a DUI is no longer qualified to Operator a city bus.
- Use of personal electronic device, such as a cell phone while the bus is in service operation or deadheading. Service Operation is defined as the driver is operating the bus and not while the bus is parked at a layover.
- Rollaway due to a failure to properly secure a vehicle.
- Entering a railroad crossing when the lights are flashing or the crossing arm is down or descending.
- Failure to perform proper lock out/tag out procedures, or ignoring or removing a lock, tag, or signage without specific authorization.
- Violation of the First Transit Drug & Alcohol Policy as adopted in Article 11, Drug and Alcohol Testing.
- Willfully Falsifying of any documents (legitimate typo and genuine errors excluded).
- Stealing from the Company, other employees, passengers or customers, regardless of the amount (this is not to include errors in time keeping and fare box infractions, which were not deliberate)
- Possession of weapons (excluding pocket knives), firearms, or explosives in a Company building or in a Company vehicle
- Failure to attempt to properly secure a mobility device excluding where the passenger has refused to be secured.
- Fighting, or violence, against an employee, employee of the client, or passenger.
- Failure to report any charge, arrest, indictment, or conviction for any type of crime or moving violation within forty eight (48) hours of the charge, arrest or conviction.

B. No recording shall be used by any manager against any employee for the purpose of finding misconduct or issuing discipline, referred to by the parties as “targeted surveillance”. The Company will not randomly review audio, video data or other electronic monitoring devices, nor review it for the purpose of discovering policy violations in the absence of an observation or incident.

Review initiated by an observation or incident will be for the purpose of determining what actually happened and an Employee may be subject to coaching, counselling or discipline as a result. Any discipline resulting from review of audio or video recording must be related to the initial purpose of the review and any coaching or counselling unrelated to the initial purpose of the review will not be part of the Employees record; however, discipline may also be issued if review of the data reveals commission of an unlawful act or serious infraction (as defined by this Article) unrelated to the original purpose.

Any review of a recording (for the purpose of investigating the issue) shall be limited to forty-five (45) minutes before and forty-five (45) minutes after the incident in question. Any additional violation found (within a ten-minute time frame) before and after the event may lead to additional discipline.

C. Preventable Accidents

First Transit’s goal is zero accidents. The employee has a duty to report all accidents to “Vehicle Management System” (VMS) as soon as possible after the occurrence is made known to the Operator. Failure to report an accident as described may result in progressive discipline up to and including termination, determined by the severity of the accident.

a) Determination

Each accident will be reviewed by the Company who shall render a decision of preventable and non-preventable and shall notify the Operator as soon as possible after the accident occurs. The Safety and Training Department shall use the National Safety Council’s book “A Guide to

Determine Motor Vehicle Accident Preventability” as a guideline.

b) Definition

The Company will follow the National Safety Councils Definition for a preventable accident as follows (or as modified by the National Safety Council) “Any accident involving any vehicle which results in property damage and/or personal injury, regardless of who is injured, what property was damaged, to what extent, or where it occurred, in which the driver in question failed to exercise every reasonable precaution to prevent the accident”.

c) Retraining

Retraining as determined by the Company, should be based on the primary or root accident cause, secondary or associated accident causes and any defects noted in the behind-the-wheel evaluation. It can include behind-the-wheel training, accident scene review, classroom training, safety films, and other training resources or materials. Operators’ wages will not be reduced and they will be paid for retraining. In addition, the Operator will be required to attend safety meetings as follows:

1. First Preventable-two (2) consecutive safety meetings within sixty (60) days
2. Second Preventable-three (3) consecutive safety meetings within ninety (90) days
3. Third Preventable-four (4) consecutive safety meetings within one hundred and twenty (120) days

d) Procedures

The following corrective action procedures are requirements where a motor vehicle accident (MVA) is determined preventable. This procedure does not apply to “For Record Only” (FRO) vehicle accidents with no damage to the vehicles involved.

e) Discipline

In general, progressive discipline for preventable accidents for Operators of First Transit, East Valley Division will be outlined in this Article. On occasion accidents may be considered to be severe preventable accidents and they may lead to termination upon final determination of preventability.

- f) When a preventable accident is determined severe (due to the alleged conduct of the Operator) during the operation of a Company vehicle the Company may impose a more severe discipline that may include suspension and termination.

Progressive Discipline for Preventable Accidents

No preventable accidents over three (3) years old will be used for future disciplinary purposes. Accidents that involve bullet and/or clearance lights or damage to the outside right hand and/or left hand mirror glass or holder, that does not involve damage to the mirror arms, any part of the bus or property damage and/or personal injury, will not be used for progressive discipline purposes, provided no more than one (1) such type accident per Operator occurs in a twelve (12) month period. Progressive discipline for all preventable accidents will be as follows:

1. First Preventable Accident

- a) When contemplating the appropriate form of retraining the Company will review the Operator's overall safety record.
- b) The first preventable accident within twelve (12) months, retraining is mandatory. During the retraining process no Operator will suffer any loss of pay as identified in the Articles of this Agreement.
- c) A written warning will be placed in the Operator's personnel file.

2. Second Preventable Accident

- a) When contemplating the appropriate form of retraining the Company will review the Operator's overall safety record and previous safety infractions.
- b) The second preventable accident within twelve (12) months, retraining is mandatory. During the retraining process no Operator will suffer any loss of pay as identified in the Articles of this Agreement.
- c) If this is the second preventable accident within thirty-six (36) months, retraining is mandatory. During the retraining process, no Operator will suffer any loss of pay as identified in Articles of this Collective Bargaining Agreement.
- d) The Operator will be suspended for a period of one (1) day.

3. Third Preventable Accident

- a) When contemplating the appropriate form of retraining the Company will review the Operator's overall safety record previous safety infractions.
- b) The third preventable accident within thirty-six (36) months, retraining is mandatory. During the retraining process no Operator will suffer any loss of pay as identified in the Articles of this Agreement.
- c) The Operator will be suspended/retrained for a period of not more than three (3) days.

4. Fourth Preventable Accident

If this is a fourth preventable accident within thirty-six (36) months, the Operator will be terminated.

Section 2: It is understood and agreed that any time the Company decides to take disciplinary action against any employees, they will, at the same time, notify the properly accredited officials of the Union. Disciplinary notices will not be issued later than seventy-two (72) hours after the violation or infraction is made known to the Company (Saturdays, Sundays, holidays, days off, sickness, vacation, leave of absence excluded). In the event the Company wishes to counsel, or impose discipline for an infraction of the written rule or contract violation an employee's attendance is required. The Company shall schedule the employee a fair and impartial hearing at which time all information pertinent to the matter being heard will be presented by both parties so as to conclude the case without delay. Such hearings will be held within ten (10) days of the issuance of the infraction notice (except days off granted by contract).

- A. All hearings must be attended by the employee charged and a Union official (if so desired). A waiver supplied by the Union and signed by the employee will be required if an employee does not want Union representation.

- B. If, as a result of the hearing, grievance procedure, arbitration or otherwise, it is found that the employee has been unjustly or improperly deprived of wages as a result of being pulled out of service, suspension, or dismissal, then, and in that event, he shall be reimbursed by the Company to the extent of his wages (less interim earnings) lost and be reimbursed for all actual time spent in the hearings.
- C. An employee shall be given the specific basis of the charge in writing. The hearing on these charges shall not be held until after a twenty-four (24) hour period has expired. This hearing shall not be held on employees off days, except in cases involving suspension. The hearing shall only deal with the charges against the employee.
- D. The Company and the Union will, at either party's request, consent to a pre-hearing conference to discuss information relative to the hearing.
- E. Employees will be paid for all time spent in the hearing. All hearings will be scheduled during an employee's normal work shift unless otherwise agreed between the Company and the Union.
- F. If as a result of an infraction or incident and removal from service is necessary the involved employee shall be put on paid suspension pending the outcome of a hearing.

Section 3: All other information or violations of the same type over two (2) years old will not be used for the basis of future disciplinary action.

Section 4: All discipline must be given in consecutive workdays. If an employee on suspension is called back to work by the Company prior to having served his full suspension, the balance of the penalty days shall be withdrawn by the Company.

Section 5: It is mutually agreed that any situation arising that has unusual circumstances, the parties, without setting a precedent, may elect to change past procedure to more fairly judge the employee's particular case.

Section 6: Spotter reports will not be used for discipline.

Section 7: After a penalty has been assessed either by a disciplinary form or a hearing, no other action shall be taken against the employee for that infraction.

Section 8: The Company shall present employees with copies of all complimentary letters received from any source regarding said employees, except those pertaining to employment references.

Section 9: Driving Record / Loss of CDL

- A. In reviewing an employee's overall driving record, the company will utilize on-board ride-check evaluations, unobserved monitoring and the employee's record of citations, and passenger and vehicle accidents, if any. If determined that a safety problem exists the employee shall be subject to safety training as determined by the Company. Safety is of paramount importance and the development and retention of safe driving habits are required and cannot be overstated.
- B. An employee's driving record will be charged with and reflect accidents determined to be preventable and convictions for traffic citations. The National Safety Council guidelines, the vehicle code and defensive driving practices will be used in determining whether or not an accident is preventable or non-preventable. (See Accident Review Board)

- C. Employees may be subject to discharge for the following:
1. Conviction of three (3) traffic citations in Company vehicles.
 2. Conviction of a major traffic citation / violation (in personal or company vehicle). A major violation is any citation that involves:
 - a. Driving while intoxicated or under the influence of drugs or controlled substances.
 - b. Failure to stop and report an accident in which the employee is involved while operating a Company vehicle.
 - c. Homicide, manslaughter, or assault arising out of the operation of a motor vehicle.
 - d. Reckless driving.
 - e. Possession of any open container of alcoholic beverages while operating a Company vehicle.
 - f. Speed contest, drag racing, or attempting to elude an officer of the law.

An employee who receives a citation for a major violation may be suspended from all driving duties until convicted or the citation is dismissed (such period shall not exceed a period of thirty (30) days). If no infraction is determined or the citation is dismissed the Company will pay employee for all suspension time.

- D. Employees, whose CDL (Commercial Driver's License) or medical certificate is invalid, expired, or suspended, shall be suspended until the employee obtains a valid license or certificate. Employees who fail to renew their CDL (Commercial Driver's License), or regular license or any covered employee who doesn't have a CDL, within ten (10) days after expiration, may be subject to discharge. However, an extension may be granted for medical reasons depending on the circumstances.

ARTICLE 9 **ATTENDANCE**

Section 1: An unexcused absence adversely affects the Company's ability to deliver service to its customers and to fulfill its contractual obligations to its customers. Employee absence shall be classified into two categories: chargeable and non-chargeable.

- A. A non-chargeable absence is defined as all time granted by the Collective Bargaining Agreement (vacation, holidays, bereavement, jury or witness, military service, leave of absence, paid sick time, pre-approved Union business etc.). Other non-chargeable absences shall include time off granted by dispatcher due to level of activity, on the job injury, weather emergencies, and unavoidable accidents or emergencies.
- B. A chargeable absence is defined as each instance where an employee misses more than half of their assigned work or one or more day's equal one occurrence unless the operator clears themselves and then subsequently calls off again. In the event an employee misses half or less of their assigned work, they shall be charged with half an absence. Such chargeable absence shall include non-work related personal illness or injury. Doctor slips, in excess of four (4) in a rolling 365 day period, shall not excuse an absence; however, such a slip may be required to meet qualifications for sick leave or return to duty.

Section 2: An employee must report their impending absence a minimum of forty-five (45) minutes prior to the start of their shift. An employee who is absent will not be required to call in each day once proper notification is given when the absence involves consecutive days. Those employees returning to work from an absence must contact the Company by twelve 12:00 noon the day before their return in order to be put back on the schedule to work. If the absence extends past five consecutive workdays the employee will be required to contact the Company on the sixth day unless medically unable to and will obtain and submit a leave of absence form.

Section 3: No more than one attendance violation will be assessed for each occurrence.

Section 4: Emergencies documented to the satisfaction of the Company may be accepted by the Company as a waiver of the conditions of this Article.

Section 5: The Company agrees to furnish the Union, upon request, copies of the applicable forms to facilitate the Union's investigation of grievances concerning the application of this Article.

Section 6: Records will be kept and appropriate action will be taken using a rolling base period of 365 days. The base period begins on the date of the employee's first occurrence of an unexcused absence, miss out or NO CALL-NO SHOW.

Section 7: Unexcused Absence: After the probationary period is completed, the following disciplinary procedure will be applied: Six (6) occurrences of unexcused absences within any 365 day period will be cause for discharge.

- 3rd Verbal warning
- 4th Written Warning
- 5th Three (3) day suspension and final warning
- 6th Shall be discharge.

Section 8: Miss outs: Failure of an employee to report for duty at the proper time, at the proper place at which their assigned duties or assigned meetings are scheduled to start is defined as a miss out. Miss outs will be assessed for: not reporting for duty by the scheduled report time or not calling less than forty-five (45) minutes before scheduled report time. The operator may be required on the clock to stand by for that day, if needed. If the operator refuses to come in to work, the absence will be unexcused and he will be subject to disciplinary action as outlined in this Article. If the operator reports for work they shall accept other work as assigned. Other work if assigned to a miss out Operator shall not be assigned ahead of a show-up Operator working straight time.

In the event an Operator is not requested to work after reporting in, they shall be charged with a miss out not an absence. If any operator is requested but cannot work, he shall be charged with an absence not a miss out.

The appropriate action for an excessive number of miss outs as set forth above is defined as follows:

Five (5) occurrences of miss outs within any rolling 365 day period will be cause for discharge.

- 2nd Verbal warning
- 3rd Written warning
- 4th Three (3) day suspension and final warning
- 5th Shall be discharge

Section 9: No Call /No Show: No Call-No Show (NCNS) are unexcused absences from scheduled work where the employee fails to call in within one (1) hour after the scheduled report time. A No Call-No Show means the Company was given no advanced warning of the impending missed assignment.

Discipline for No-Call no-shows (NCNS) will be handled with the following discipline in a rolling 365 day period:

- 1st NCNS Verbal/Documented Warning
- 2nd NCNS Written Warning and up to a three (3) day suspension
- 3rd NCNS Will Result in Termination

No more than one attendance violation will be assessed for each occurrence.

Emergencies documented to the satisfaction of the Company may be accepted by the Company as a waiver of the conditions of this Article.

The Company agrees to furnish the Union, upon request, copies of the applicable forms to facilitate the Union's investigation of grievances concerning the application of this Article.

ARTICLE 10 **SICK LEAVE**

Section 1: All full-time employees with one or more years of employment shall be credited with twenty-four (24) hours of paid sick leave on their anniversary date of hire. Upon each anniversary date of hire thereafter, employees with one or more years of service shall be credited with twenty-four (24) hours of paid sick leave. After four (4) years of service employees will receive forty (40) hours of paid sick leave per year. Sick leave pay shall be payable from the first day of illness or injury. Sick leave will be awarded annually on an employee's anniversary date of hire.

Section 2: Unused sick leave shall be carried over.

Section 3: Employees who have pre-scheduled doctor or dentist appointments shall request the time off by filling out a "Request for Time Off" form, and submitting it no later than forty-eight (48) hours before such appointment. The Company may require the employee to take the entire day off. The Company will make every attempt to grant these requests. Emergencies will be handled on a case-by-case basis.

Section 4: When paid sick time is used, the employee shall fill out the proper request form for use of accrued sick time. Absences for day(s) that use paid sick time shall be counted as an excused absence. Requests for sick pay must be made within seventy-two (72) hours after returning to work. Employees must request sick pay prior to 9:00 am on the Monday when payroll is being processed. Employees requesting sick pay after 9:00 am but before the seventy-two (72) requirement listed above shall be paid on the following paycheck. Sick pay must cover all day's absence. Days not covered by sick pay shall be counted as an unexcused absence unless a doctor's note is turned in, as outlined in the provisions set forth in Article 16 (1B).

Section 5: A sick day is to be paid at run time or the amount of hours requested but not to exceed the scheduled days pay for each request. For Operators working the Extra Board, they shall be paid their scheduled run time and if they were not assigned a run, they shall be paid no less than eight (8) hours.

Section 6: The Company, if work is available has a light duty program. The Company shall determine availability of work. Such program shall be directed towards bringing the injured employee back to work in a capacity that will be beneficial to the employee and the Company. All light duty assignments are temporary and subject to change without notice. Compensation for light duty assignments shall be at the employee's regular rate of pay. Eligible employees are those employees suffering an on the job injury with First Transit resulting in their inability to perform the essential duties of their position. The Company shall determine the length of such light duty assignment and also the number of light duty assignments at any one time.

ARTICLE 11 **DRUG AND ALCOHOL TESTING**

Section 1: In acknowledgement of the nature of the Company's operations and the overriding safety considerations, the Company has adopted formal provisions for fitness for duty drug and alcohol screening. The policy is based on the requirements set forth in the FTA regulations 49 CFR part 655 and 49 CFR part 40. The FTA mandates the requirements and / or actions under this policy. Revisions will be made in accordance with FTA changes as required. In addition any future changes shall be done in accordance with the notification outlined in Article 25. Such provisions are adhered to and expressly made part of this Agreement.

Section 2: When the Company is required to take an employee out of service for any reason pending the results of a drug and/or alcohol test, the employee will not suffer any loss of pay or benefits unless the employee violates the drug and alcohol policy.

Section 3: When the Company becomes aware of an accident or the employee requests a Union official, the Company will notify Local 1433's President or his designee by telephone via text or call whenever an employee is to undergo either reasonable suspicion and/or post-accident testing. However, under no circumstances will the collection

be delayed for a representative to arrive.

ARTICLE 12 **GRIEVANCE AND ARBITRATION**

Section 1: For the purpose of this Agreement, a grievance is defined as any controversy between the Company and the Union as to any matter involving the interpretation or application of the terms of the Agreement, or any controversy between the Company and Union as to whether or not an employee disciplined for violation of any rule or regulation of the Company or other offense, is guilty of such violation or when a dispute exists concerning the work rules or working conditions.

Section 2: Grievances meeting the above definition shall be processed in the following manner:

STEP ONE: Grievances must be submitted in writing to the Assistant General Manager, or the respective designee, no later than ten (10) days after the date of the event giving rise to the grievance. The grievance shall be in such detail as to identify the nature of the grievance, the date of the alleged grievance, and the provision or provisions of the Agreement violated by the Company. The Assistant General Manager, or the designee, shall schedule a meeting, if requested by the Union, within ten (10) calendar days after receipt of the written grievance with the employee and the appropriate Union representative designated by the Union to handle the grievance. The Assistant General Manager shall respond to the Union representative and employee by written decision regarding the Grievance within ten (10) calendar days after receipt of the grievance, or if a meeting is requested and held, within ten (10) calendar days following the date of the meeting. Grievances concerning termination from employment shall be processed at STEP TWO, with ten (10) calendar days permitted for the initial filing of the grievance.

STEP TWO: In the event the grievance is not resolved to the satisfaction of the employee or Union in STEP ONE, above, the Union may submit the grievance to the General Manager, or designee, within ten (10) calendar days following the date of receipt of the Company's answer in STEP ONE. The General Manager, or designee, and the Union representative shall hold a meeting, if requested by the Union; within ten (10) calendar days of the date the Grievance is appealed to STEP TWO, to discuss the grievance. The General Manager shall respond to the Union representative in writing as to the decision regarding the Grievance within ten (10) calendar days after the receipt of the grievance, or if a meeting is requested and held, within ten (10) calendar days following the date of the meeting.

STEP THREE: In the event the grievance is not resolved in STEP TWO, the Union may refer the Grievance to arbitration by written notice to the General Manager within 30 calendar days following the date of receipt of the General Manager's response in STEP TWO.

Section 3: After a demand for arbitration has been made to the General Manager, within five (5) calendar days from that date, the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) names of impartial Arbitrators in the region nearest to the Company's premises. The Company and the Union shall, within ten (10) calendar days following receipt of the list of Arbitrators from FMCS, alternately strike names from the list until only one (1) name remains. The remaining Arbitrator shall act as the Impartial Arbitrator who shall hear and decide the issue. A flip of the coin shall decide who strikes first.

Section 4: The Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement or fashion a remedy in which back pay is awarded retroactively for more than ninety (90) workdays prior to the date on which the grievance was filed.

Section 5: The salary and all expenses of the Arbitrator, and the cost of FMCS panel, shall be shared equally between the Company and Union. Unless otherwise specifically agreed in advance, each party shall be responsible for costs it incurs and for the expenses of presenting its case.

Section 6: The Arbitrator's written decision shall be final and binding on the Company and Union.

Section 7: It is the intent of the parties that the time limits provided for shall be strictly adhered to. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties. Failure to comply with the time limits herein shall result in forfeiture of the failing party's position. If a time limit expires on a Saturday, Sunday, or holiday, the final day shall be the next business day. Time limits will be determined by postmark or by timestamp by Company clock.

ARTICLE 13 **GENERAL SENIORITY**

Section 1: Seniority shall mean the length of time an employee has been employed as an employee in this system based on the date of hire. The seniority roster will be used to conduct the system bid once per year, when employees select their work location. After the system bid, employees will be placed on two (2) separate seniority rosters (one (1) at Tempe and one (1) at Mesa). Each yard will conduct division bids based on the seniority roster established on each property. The seniority of all employees shall be deemed to be correctly established as of the effective date of this Agreement, indisputable errors excepted. If two or more individuals have the same date of hire seniority, the employee's seniority position will be determined by the Union.

Section 2: For all purposes relating to seniority, two (2) departments of the Company shall be recognized; namely the Operations Department and the Service Worker Department. The length of their continuous service within their assigned department of the bargaining unit shall determine the seniority of all employees covered by this Agreement. Employees may not hold seniority in more than one (1) department of the Company.

Section 3: There shall be no transferring of employees into the bargaining unit from other properties or entities of the Company. All new employees will go to the bottom of the system seniority and can be assigned to either division until the next system bid. The Union will draw straws at the graduation of all new hires to determine the seniority of all new hires being added to the system seniority list.

Section 4: The Company agrees to provide an electronic copy to the Union and keep posted in an accessible place an up-to-date and revised seniority roster showing the name, date of employment, and seniority standing of all employees coming within the scope of this Agreement.

ARTICLE 14 **LEAVE OF ABSENCE**

Section 1: Union Leave: The Company agrees that upon request, the officers and representatives of the Union shall be granted leave of absence to transact the business of the Union, provided reasonable notice shall be given, and their seniority and all other rights and benefits with the Company shall not be affected due to their absence.

In the event any Union official is appointed or elected to a full-time position with the Union, the Union may request that the Company keep the official on the Company payroll for purposes of benefit continuation. The Union agrees to pay such benefit continuation cost. Upon return, the employee will be placed in the proper rotation.

Section 2: Personal Leave: An employee may be granted a leave of absence for a good and sufficient reason for a period not to exceed ninety (90) consecutive days by mutual agreement.

Applications for leaves of absence must be in writing, stating the reason for the request and specifying the number of days desired. Such leaves shall be without pay and without loss of seniority. If such leave is for more than thirty (30) days, the employee, in order to maintain their insurance coverage and pension, must make the required contributions in advance.

An employee on leave of absence as provided for in this section must secure from the Company, a letter showing the leave is permitted and such letter shall also show the termination date of such leave. A copy of the application and the letter of permission shall be furnished the Union.

Section 3: Family and Medical Leave: Such leaves shall be granted pursuant to the Family and Medical Leave Act.

FMLA shall run concurrently with any other medical leave of absence that can be certified by a medical examiner as a “serious health condition” as defined by the Act.

With the exception of sick leave, the Company will not require employee to use or cash out paid leave to run concurrently with FMLA, but will allow employees who choose to substitute paid leave at their option.

In the event an employee exhausts all F.M.L.A. leave during the eligible period and has what would be a qualifying event, the employer will consider a leave of absence as outlined in this article.

Section 4: Disability or Medical Leave, Benefits, and Accruals:

The following will apply to all medical or disability leave:

- A. An employee off on an approved leave of absence due to illness or disability leave that exceeds three (3) months may continue their insurance coverage by paying the total premium as established on a group basis, each month in advance.

In the event they have not returned to work at the end of twelve (12) months from the date they last worked, they shall be dropped from the employment and rolls; provided, however, an extension may be granted if justified. An employee unable to return due to requirements under any federal regulation will be granted leave pursuant to the regulation. In order for the Company to grant an extension and for it to be justified, the Employee must show supporting medication documentation that includes an anticipated return date, as defined by the employee’s doctor.

- B. No holiday or vacation pay shall continue for an employee on sick, disability, that exceeds thirty (30) days, and further, no sick leave or lost time benefits shall accrue or continue after thirty (30) days.

Section 5: RETURN TO WORK: The following applies to all leaves of absence. Any employee, at their option, may return to work prior to the expiration of their leave of absence. Employees returning from leave of absence prior to expiration of said leave (if less than thirty (30) days) shall notify the dispatcher before 12:00 noon the day prior to displacing employee involved (excluding Saturdays, Sundays and holidays). Copies of such notification shall be sent to the proper Union official. The supervisor shall give notification of displacement to employee involved. An employee on leave for thirty (30) days or more must contact operations for instructions for return to work.

Section 6: Any employee who accepts a position with the Company, outside the bargaining unit, shall be granted a one (1) month leave of absence and upon their return to their regular work, they shall be reinstated their former position without loss of seniority. In the event such employee continues in said position beyond the one (1) month period, they shall forfeit their seniority rights. Employees accepting a position outside the bargaining unit shall only have one (1) opportunity per Agreement while employed with the Company to be reinstated to their former position in the bargaining unit without loss of their seniority. During the one (1) month period an employee may not issue any form of disciplinary notice to an employee.

Section 7: The Company and Union agrees to jointly encourage those employees off on disability, industrial or non-industrial to return to their duties at the earliest possible date.

ARTICLE 15
REDUCTION IN PERSONNEL-RECALL

Section 1: In the event of a reduction in the workforce due to a loss of service hours or other similar directive under the client agreement, the Company, when a layoff becomes necessary, will lay-off in the inverse order of seniority provided; however, thirty (30) working days’ notice (unless there is a legitimate emergency and/or act of God) will be given before any such layoffs. Employees so laid off will retain recall rights and accumulate seniority rights during such lay-off. Recall rights will expire after one (1) year from the date of lay-off.

Section 2: When the regular forces of the Company are increased, eligible employees of the Company who were laid off and still have recall rights shall be recalled in the reverse order in which they were laid off.

Section 3: In the recall of persons, the following procedure shall be followed:

First: The Company will attempt to notify each person to be recalled to report for work by registered U.S. Mail (return receipt requested). Such letter or telegram shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By so doing, the Company shall have discharged its notice obligations under this Article. Employees who were laid off must keep the Company and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and recall rights hereunder.

Second: Persons so notified to report for work must report for work within fifteen (15) days of receiving the letter or lose their seniority and recall rights hereunder. Persons so notified shall have five (5) days after receipt of notification to advise the Company of their intent.

Section 4: Persons recalled under the provisions of this article must be able to perform the existing work requirements of the Company it shall be the responsibility of the Company to retrain any recalled personnel on all new equipment.

ARTICLE 16 **MILITARY SERVICE**

Section 1: Military leave shall be granted and paid in accordance with the Uniform Service Employment and Re-Employment Act and other applicable Federal and State laws dealing with Veterans and Reservists re-employment rights.

ARTICLE 17 **VACATION**

Section 1: All employees covered by this agreement shall be entitled to an annual vacation. Vacations earned in any one year shall be taken the following year provided the employee shall have worked at least seventy-five percent (75%) of his regularly assigned work during the qualifying year. Any employee covered by this agreement who has worked at least fifty percent (50%) but less than seventy-five percent (75%) of his regularly assigned work shall have his vacation prorated accordingly. When an employee is absent from duty due to illness or injury incurred while performing his duties and when such illness or injury is covered by the Arizona Workmen's Compensation Act, such time lost shall apply toward the minimum number of hours required toward earning a vacation.

Time lost by officers of the Union while attending to Union duties shall be considered as time worked for vacation purposes.

For purposes of this Article only, Extra Board Operators shall be deemed to have performed their regularly assigned work on all days on which they presented themselves as available for work under the terms of this Agreement even though they did not receive work on all occasions when so available.

Section 2: Vacation is earned based on a calendar year. A calendar year is defined as January 1st through December 31st for any given year. A new employee will have their vacation prorated from their hire date until December 31st the first calendar year. They can then use their prorated vacation starting January 1st through December 31st the following calendar year of employment in which they were hired.

All employees following the year, in which they were hired, will earn vacation from January 1st through December 31st and each year thereafter. They will then be able use their earned vacation following the year in which it was earned. When a vacation week is taken by an employee it shall be for the entire week starting on Sunday going through Saturday and they shall be paid in accordance with section 4 of this Article. An employee will not be required to work during any period of time while on vacation. Employee's may not take any more than their normal work week schedule for vacation time or pay in any given week.

Example: An employee was hired on August 1, 2016. On August 1, 2020, the employee will have completed four (4) full years of service. August 1, 2020 is the qualifying date in which they have earned their 2nd week of vacation; but the employee cannot use the 2nd week until the following calendar year January 1 through December 31, 2018.

Section 3: Annual vacations shall be as follows for full time employees:

- A. For one (1) full year of service and each year thereafter through three (3) full years of service, one week
- B. Two (2) weeks after three (3) full years of service.
- C. Three (3) weeks after five (5) full years of service.
- D. Four (4) weeks after ten (10) full years of service.
- E. Effective January 1, 2018, Five (5) weeks after twenty (20) full years of service

Section 4: Vacation pay shall be as follows:

- A. A regular full-employee shall receive:

Forty (40) hours per week. This is to be paid at five (5) eight (8) hour days or four (4) ten (10) hour days depending on their work week.

- B. An employee's vacation pay shall be paid in accordance with and at the same time as the regular payroll.
- C. An Extra Board Operator shall receive vacation pay based on forty (40) hours per week.

Section 5: A vacation bid will be held in November and may continue through December for the following calendar year January through December, by seniority. Any employee may decide not to bid for their vacation time during the December bid, but takes a chance that a vacation of their choice will not be available at a later date. There will be no bumping of already bid vacation schedules. The Company shall determine the number of employees who can be off at any one time and establish enough periods of vacation for all employees entitled to take vacations in accordance with the eligibility provisions of this Article, provided, however, that not less than ten (10) weekly vacation slots shall be offered throughout the calendar year. In addition, the Company will offer throughout the calendar year at least two (2) vacation slots each day for single vacation days. Should the Company determine that additional employees may be off at any one time or vacation periods exist, such vacancies may be bid in order by seniority. Each employee shall bid a vacation in accordance with seniority.

Section 6: Employees entitled to less than ten (10) vacation days shall take their vacation days consecutively or in equal blocks of five (5) or four (4) workdays depending on their normal workweek. Employees entitled to ten (10) or more vacation days may use any earned vacation days in excess of ten (10) as floating vacation days. Requests for floating vacation days must be made with at least 48 hours' notice and the granting of such will be based on availability and scheduling requirements.

In the event an employee has not used their floating vacation days by the end of the year, their remaining days shall be paid out. Pay out for the remaining days shall be disbursed no later than the last payday in the month of January. If an employee chooses to cash any of their floating vacation days out it will be paid out at eight (8) hours per day not (Run Time). Checks for cashing out vacation time will be on a separate check from the employee's normal paycheck and will be by live check only.

Section 7: No vacation or vacation pay shall be allowed any employee who leaves the Company for any reason during his probationary period.

Section 8: Any employee whose vacation falls due, when said employee is on sick leave, may at their option, have their vacation canceled if the employee opts to cancel his vacation during sick leave, then upon returning to work, the employee may pick any weeks that are open. In the event there are no weeks available, the Company will endeavor to allow an additional employee off. In the event more than one employee is involved at the same time, the picking of said vacation will be on a seniority basis.

Section 9: Employees leaving the Company for any cause will be entitled to their earned vacation on a pro rata basis.

Section 10: The Company will make available open vacation slots (weeks and days) for the remainder of the calendar year. If an employee changes his or her vacation selection all changed days will be posted for other employees to choose.

Section 11: A Union Representative will attempt to contact an operator on sick leave who has not submitted their bid. In the event the operator cannot be contacted the Union Representative will bid the available vacation time selecting the vacation time closest to the end of the year as possible.

ARTICLE 18 **HOLIDAY PAY**

Section 1: Full-time employees working a five-day week will receive eight (8) hours pay at their straight time hourly rate for the holidays listed below. Operators working a four-day week will receive ten (10) hours pay for holidays that fall on a workday or eight hours pay if the holiday falls on a scheduled day off. Employees required to work on the following holidays shall be paid for all time worked at time and one-half and shall also receive holiday pay as provided for in this Article:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day.

Employees required to work on the following holidays shall be paid for all time worked at their straight time hourly rate, and shall also receive holiday pay as provided for in this Article:

- Martin Luther King's Day
- Veterans Day

Section 2: All employees covered by this Agreement shall receive holiday pay for holidays in accordance with the provisions as set out in this Article, provided they work their regular assignment the day before and the day after the holiday (vacation, industrial injury leave, and Union Business excluded). In the event an employee's regularly assigned days off fall on the day before or the day after such holiday, for holiday purposes only, the employee will be considered as having worked.

Section 3: On holidays when reduced Service is provided, a holiday sign-up sheet shall be posted for employees to indicate either their desire to work or to be off. In the event an insufficient number of employees sign up to work, then work will be assigned in reverse order on the entire seniority roster. When using reverse order to force, no operator will be passed over other than if the Operator is are out sick or on vacation. Operators forced to work on any holiday will not suffer any loss of pay for being unable to start or complete their pre-assigned work the next day.

Section 4: Full time operators must have completed their probationary period in order to be eligible for holiday pay.

Section 5: All full-time employees that have completed two (2) years of service shall be entitled to one (1) "floating holiday." All full time employees who have completed five (5) years of service shall be entitled to two (2) "floating holidays." Floating holidays will be awarded on an employee's anniversary date of hire. Requests for floating holidays must be made with at least 48 hours notice and the granting of such will be based on availability and scheduling requirements.

Beginning in calendar year 2019, all full-time employees will receive one (1) additional floating holiday.

Any employee who is scheduled to work on the day on which the holiday is legally observed, and for any reason fails to perform all work assigned, shall not be paid holiday pay. In the event an employee has a Miss Out and is required to come in, he shall be entitled to holiday pay.

Section 6: Employees who would ordinarily work because of their work schedule and are prevented from working because of the holiday falling on their scheduled work days, shall receive holiday pay as provided for in Section 1 of this Article.

Section 7: Any employee who is scheduled to work on the day on which the holiday is legally observed and who for any reason fails to perform all work assigned, shall not be paid holiday pay. In the event an employee has a Miss Out and is required to come in, he or she shall be entitled to holiday pay.

Section 8: In no event shall an employee required to work on a holiday as a show up driver, be paid less than four (4) hours for the day.

Section 9: If an employee does not use his or her floating holiday, it shall be carried over from year to year.

Section 10: All holidays covered by this Agreement will be observed on the same day as the RPTA observance.

Section 11: There shall be no pyramiding of overtime.

Section 12: In the event there is a directive from the Company's client, that would reduce service for any work week and is not listed as a contractual holiday in the Agreement (Article 18), the following will apply in order for an operator to receive at least the minimum guarantees mandated by this Agreement:

- Bid to work consistent with the process in Article 18
- Use floating vacation day
- Use floating holiday
- Use accrued sick time
- Company may schedule training classes and employees who would normally work on these days may sign up and attend.

Section 13: In the event an insufficient number of employees sign up to work, then work will be assigned in reverse order on the entire seniority roster regardless of the affected employees' scheduled days off. The parties further agree that the forcing of work for this Article does not constitute a violation of any other provision(s) of the current labor agreement. An employee choosing, or required, to work on a reduced service day may choose more than one piece of work, provided such combined pieces of work do not require the payment of overtime.

Section 14: If an employee is off sick and the reduced service day falls on a normally scheduled work day for that employee, he or she shall be allowed to use sick leave pay identified in Article 10.

Section 15: An employee normally off on a reduced service day shall not be excluded from signing up to work.

ARTICLE 19 **INSURANCE**

Section 1: All full time employees after sixty calendar days of employment shall be eligible for the medical insurance plan(s) (including medical, dental, and vision) provided for in this Article, such plan(s) to be administered in accordance with the plan's provisions. The Company will make available concise, printed descriptions of each medical plan and benefits to any employee. The Human Resources Department will have a presentation at the end of the training period to present all available benefit plans and necessary steps to either enroll in the plan or elect to Opt-out.

Company Group Medical Insurance

The employees will pay the following monthly amounts toward the base premium for health coverage. These employee premiums amounts per enrollment year are fixed for the duration of this Agreement.

Medical Plan

**First Secure A
Employee Premium**

Category	10/1/2015 – 9/31/2016	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020
Employee	\$0.00	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00
Employee + Spouse	\$234.21	\$254.12	\$275.72	\$299.15	\$324.58	\$352.17
Employee + Child	\$234.21	\$254.12	\$275.72	\$299.15	\$324.58	\$352.17
Employee + Family	\$355.03	\$385.21	\$417.95	\$453.48	\$492.02	\$533.84

**Aetna AZ HMO
Employee Premium**

Category	10/1/2015 – 9/31/2016	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020
Employee	\$73.31	\$79.54	\$86.30	\$93.64	\$101.60	\$110.23
Employee + Spouse	\$301.96	\$327.63	\$355.47	\$385.69	\$418.47	\$454.04
Employee + Child	\$301.96	\$327.63	\$355.47	\$385.69	\$418.47	\$454.04
Employee + Family	\$424.98	\$461.10	\$500.30	\$542.82	\$588.96	\$639.02

**MAP 1
Employee Premium**

Category	10/1/2015 – 9/31/2016	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020
Employee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee + Spouse	\$219.30	\$225.88	\$232.66	\$239.64	\$246.82	\$254.23
Employee + Child	\$219.30	\$225.88	\$232.66	\$239.64	\$246.82	\$254.23
Employee + Family	\$308.64	\$317.90	\$327.44	\$337.26	\$347.38	\$357.80

Dental Plan

Category	Employee Premium
Employee	\$0.00
Employee + Spouse	\$0.00
Employee + Child	\$0.00
Employee + Family	\$0.00

Vision Plan

Category	Employee Premium
Employee	\$0.00
Employee + Spouse	\$0.00
Employee + Child	\$0.00
Employee + Family	\$0.00

The Company shall make available the plan(s) for all eligible employees and their dependents. The Company reserves the right to change insurance plans (i.e. medical, dental, and/or vision) at any time during the life of this Agreement. However, the Company will continue to contribute the same dollar amount toward the monthly coverage for employees electing coverage in the equivalent plan.

First Transit will provide the option for Operators to contribute to a Flexible Spending Account (FSA) per plan year for the purpose of paying for allowable expenses. First Transit will allow a Health Savings Account (HSA) per plan year specific to the “High Deductible Plan” (MAP 1 Plan).

Section 2: The Company will provide life insurance in the amount of \$25,000 dollars to each full time employee.

Section 3: The Company will provide full time employees with Felonious Assault insurance through a carrier of its choice in the amount of \$25,000, the Plan to be administered consistent with the Plan’s provisions.

Section 4: When an employee is injured on the job and is unable to complete his work day, he or she shall be paid for such hours lost as if he or she had worked.

Section 5: . In the event that the Company offers an additional plan (or “buy-up”) to the base vision and/or dental plans, the employee shall be responsible for any premium costs above and beyond the base vision and/or dental plan premium rate.

Section 6: The Company will maintain the short term disability insurance plan for the employees. The Company shall pay 100% of the cost for the employee’s coverage.

Section 7: The Company will maintain the long term disability (LTD) insurance plan for the employees. The Company shall pay 100% of the cost for the employee’s coverage.

Section 9: An Opt-Out option will be available for insurance coverage. In order to be eligible, an employee must elect “decline” on his or her enrollment form for the Opt Out credit. The credit will be paid to an employee on a biweekly basis in the amount of \$150.00 for every month he or she has opted out of the medical plan.

Section 10: The Union will offer other benefits on a voluntary basis to the employees, which the employee may purchase through payroll deductions through the Company. The Provider National Benefit Consultant (N.B.C) will be included as a vendor for any voluntary insurance being offered to the employees covered by this Agreement. In the event N.B.C. wishes to stop offering voluntary insurance, other providers may be substituted.

ARTICLE 20 **WORKING OUT OF REGULAR ASSIGNMENT**

Section 1: If and when an employee agrees to be taken off their regular assigned work to perform other work, such other work shall be considered to be their days work and they shall be compensated for it as such. However they shall not receive less compensation than they would have received for doing their regularly assigned work. Such other work shall be limited to non-supervisory unit work.

Section 2: When employees temporarily work on special assignments as determined by the Company, their status as an Operator is not changed. No employee will be temporarily assigned outside of his regular assignment for more than six (6) accumulative months in a 12 month period, without the written approval of the Union.

ARTICLE 21 **OFF DUTY**

All operators will have a ten (10) hour off-duty period between the end of an assignment that commenced the previous work day and the start of their first assignment the following day. Except for those days designated by the client to extend normal service (i.e. New Year’s Eve, Fourth of July, Event shuttles etc.). Under no circumstances will any employee receive less than eight (8) hours between assignments.

An operator who invokes the ten (10) hour rule will either be given a new report time upon their return to the garage or will be instructed to call the dispatcher for a new report time. Such new report time will be no longer than two (2) hours from the conclusion of their off period. The Operator will receive no less pay than what they should have received by virtue of invoking the ten (10) hour rule. If no work is available and the operator chooses, they may accept a 4 hour guarantee and will not be required to report.

ARTICLE 22
COURT APPEARANCES

Section 1: Operators who are required by the Company or required, as a result of completing a Company accident or incident report, to attend court or hearings on regular working days, shall receive pay for earnings lost. Operators required by the Company to attend court on their days off will receive actual time but not less than four (4) hours pay at their regular straight-time hourly rate. Such hours shall be considered as time worked for the calculation of overtime and apply to any guarantee.

Paid time off for citations issued to the operator for traffic violations is not included in this provision.

Section 2: Operators who are subpoenaed as a witness to an accident or incident (non-Company related Good Samaritan) while on duty, shall be granted time off with pay for the purpose of providing testimony or depositions (time off not to exceed three (3) days per contract year).

Section 3: Jury Duty

All Employees will be granted time off for jury duty. Employees must notify the Company immediately of their jury notification and their intention to attend. In the event the Employee cannot excuse themselves from jury duty, the following will be used as guidelines:

1. The Employee will be paid what they would have worked for the day less any jury duty pay received (paperwork must be provided).
2. Such payment shall not exceed ten days in any calendar year.

Any employee receiving notification to report for jury panel, jury testimony, jury duty, shall immediately notify the dispatcher. Any employee so used, who submits proof of reporting for same, shall receive their assigned run time or extra board pay.

On any day an employee is required to report for jury duty or jury test, they will notify dispatch to inform dispatch whether or not they will report for their regular work assignment. The employee will be afforded the choice of taking the day off without pay or working their assignment. If they work their regular work assignment, they will be relieved in sufficient time to report as required by law. If an employee is released from jury duty, panel or test prior to the end of their scheduled run, they will immediately call dispatch and be advised if they are to pick up their own run or other assigned work. Under no circumstances shall an employee be required to work beyond his or her normal pay hours for any given day while assigned to jury panel, jury test or jury duty. When an employee is selected for trial, they will not be required to work on the days they are ordered to serve as a juror.

On days when an employee takes no time off from their Company assignment, they will retain all jury payment made them by the State.

Operators assigned to the work of jury duty operator may be relieved from this work at any time in accordance with Section 1 and 2 of this Article 22 to allow the jury duty Operator to regain his or her own run. The relieved operator will be paid no less than had he/she completed the remainder of the run.

Any employee on jury duty will receive no Company compensation if they fail to submit verification to the Company within ninety-six (96) hours upon returning to work. Such verification will be supplied on Jury Commission forms, signed by commission personnel, date and release time provided. Forms shall be submitted for each and every day the employee expects to be paid by the Company for jury duty.

ARTICLE 23
NON-BARGAINING UNIT PERSONNEL

Non-Bargaining Unit personnel, dispatchers, office help, and supervisory forces of any department or mechanics shall not be permitted to perform work normally performed by a member of the Bargaining Unit except in the absence of sufficient numbers of Bargaining Unit Employees, or in a recognized emergency. In instances where there is an

immediate need to perform bargaining unit work while seeking a replacement; non-bargaining unit employees can perform bargaining unit work until a replacement is found, but no longer than two (2) hour maximum. The two (2) hour maximum will be utilized to find a bargaining unit member to fill the work.

ARTICLE 24 **COMPANY IDENTIFICATION AND PASSES**

Section 1: The Company will issue each person a Company badge within ten (10) days following the successful completion of the employee's training program.

Section 2: All security passes and/or identification badges that are required by the Company will be issued at no expense to the employee for the initial issue. In case of loss or damage through employee negligence, they shall be responsible for the replacement at what it costs the Company to replace.

Section 3: If provided at no cost to the Company by the client, upon completion of ninety (90) calendar days of service, each full-time employee shall be issued an annual pass for himself, his spouse and each dependent child under the age of eighteen (18) years (twenty-one years if full time college student) that resides in the household. This benefit will be extended to any domestic partner or dependent children from a domestic partnership.

An employee leaving the service of the Company through retirement or disability shall retain his and his spouses or domestic partners annual passes; provided, however, upon the death of such employee and remarriage of his spouse, the annual pass issued to the spouse shall be withdrawn.

ARTICLE 25 **NEW RULES**

Section 1: The Company may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations at any time so long as such rules and regulations are not in conflict with any specific provision of this Agreement. The Union does not waive its right to contest the application or the reasonableness of any policy or rule issued by the Company through the grievance and arbitration procedures.

Section 2: New or revised rules or regulations will be presented to the Union and at least fifteen (15) calendar days in advance of posting and distribution to the employees, and such rule will become effective seven (7) calendar days after posting. Notice and/or posting requirements may be reduced or waived by mutual agreement.

Section 3: The application of rules and regulations shall be subject to grievance and arbitration.

Section 4: The Company will provide to each employee a copy of the employee handbook, and any updates. Between updates the Company will post all new rules as required by this Article.

ARTICLE 26 **MERGER PROTECTION**

Section 1: In the event any transit operation, route, service, schedule, or any part is transferred to, consolidated or merged into the First Transit operation with First Transit Mesa and Tempe Divisions, it is agreed that such employees transferred shall become part of the First Transit employee seniority roster and shall go to the bottom of the First Transit Mesa and Tempe Division's employee seniority roster. Such employees shall not suffer any loss of service as a result of such transfer of employment. Transfers of employment under this Article shall be subject to the Company's normal employment screening procedures.

ARTICLE 27 **PHYSICAL EXAMINATION**

Section 1: All physical examinations required as a condition of continued employment shall be made by a

physician selected by the Company and paid in full by the Company, except employees returning from sick leave (excluding Workers' Compensation) may be required to provide, at their cost, medical evidence from their physician indicating their ability to return to active status. Employees wishing to use a doctor (other than the Company contracted doctor) to perform their required D.O.T. exam will pay for the cost of the exam through their medical insurance and will be subject to any related deductible and co-pay. In all cases, only doctors found on the National Registry of Certified Medical Examiners, currently found at www.nationalregistry.fmcsa.dot.gov will be used to perform the exam.

Section 2: The Company may, for good reason, require an employee to submit to a fitness for duty physical examination and such examination will be paid by the Company. Any employee refusing to submit a medical examination will be subject to dismissal. If the employee challenges the results of the fitness for duty test, he can see his personal medical doctor for a second opinion. In the event of a dispute between the employee's personal physician and the Company's selected physician, the employee may, within ten (10) days, request medical arbitration. The medical arbitrator shall be selected jointly by the Union and the Company. The third physician shall make an examination and use as criteria the Department of Transportation and the Company's medical standards, along with the required work of the operator. The findings of the third physician shall rule. The expenses of the third physician shall be borne equally by the employee and the Company. It shall be the employee's responsibility for obtaining the appropriate waivers and the employee shall be responsible for the expense of such.

Section 3: The employee returning from a leave may also be subject to examination by a Company physician prior to returning to work if the absence exceeds thirty (30) days.

ARTICLE 28 **PAY DAYS**

Section 1: The Company agrees that paydays shall be bi-weekly, and paychecks shall be available to employees no later than Friday at 9:00 a.m. Should a payday fall on a holiday, employees shall receive pay prior to the holiday.

Section 2: A pay shortage due to Company error in excess of four (4) hours of an employee's rate of pay in any pay period will be paid within seventy-two (72) hours, excluding Saturday and Sunday, of the date the Company is notified by the employee, unless the Company and the employee agree otherwise.

Section 3: Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the Company. Employees will receive an itemized statement of wages when the Company makes direct deposits.

Section 4: The Company and the Union agree that employees have the option for the duration of this Agreement to receive pay via a direct deposit, live check or pay debit card. No employee will be required to accept pay via a debit card.

ARTICLE 29 **LOST ARTICLES AND TAGS**

Section 1: In the event passenger belongings are left and found on a transit vehicle, the employee must inform VMS and respond as directed. The disposition of all found articles will be subject to the procedures as outline by the client.

ARTICLE 30 **SAFETY**

Section 1: The Union recognizes that accident prevention work is essential to the operation of the Company's transportation system and that safety programs, safety meetings and general incident/accident prevention work is mutually beneficial both to the Company and to its employees. The Union therefore, agrees that it will encourage the employees to cooperate with the Company in such safety work and will urge them to attend all safety meetings held and conducted by or for the Company and to take an active part and interest in incident/accident prevention work.

The Company recognizes the importance of incident/accident prevention and agrees it will cooperate with the Union in such safety work and take an active interest in incident/accident prevention work.

Employees will be encouraged but not required to attend safety meetings.

Section 2: The Company and the Union agree to continue their efforts to prevent injury to employees and passengers and to maintain safe and hazard free routes.

Section 3: The Company, the Union, and all employees shall comply with all safety rules promulgated by the state of Arizona and the Federal Government.

ARTICLE 31 **ACCIDENT/INCIDENT**

Section 1: All employees are required to fill out accident/incident reports following any accidents or incidents.

All operators will fill out the reports as soon as possible following the accident. All accident/incident reports must be turned in no later than twenty four (24) hours; days off granted by contract excluded (vacation, sick, holidays etc.). Operators will be paid actual time but no less than twenty (20) minutes per accident/incident report provided they are permitted to make the report at the garage where they complete their day's work. Additionally, Operators instructed to provide supplemental reports will be paid actual time to do such. Accident reports will have an option for Operators to refuse to take their accident to the Accident Review Board. Unless the Operator checks the box, all accidents will heard by the Accident Review Board.

All employees required to make such a report at any place other than specified above, shall be paid for the actual time required, including travel time.

Section 2: Accidents/incidents will be judged by the Company as to preventability or non-preventability. The Company will make the determination and will inform the employee no later than five (5) business days after the accident/incident occurs. Any event which prevents the employee from being at work (injury, FMLA etc.) shall be excluded. Notification of a determination of preventability will be furnished to the employee. If the preventability is appealed, then the employee in question will have their case heard in front of the "Accident Review Board." Due to unusual circumstances, or due to delay in key evidence (such as police reports, witness statements) the timeline may be extended by mutual agreement.

No employee (who requests the Accident Review Board) will be subject to discipline until after the final determination of the Accident Review Board. If an accident is judged preventable and then reversed by the Review Board, no other action may be taken related to that accident against the involved employee.

If an incident is judged preventable and is contested, it will be handled through the grievance an arbitration procedure.

Section 3: The Accident Review Board shall consist of three (3) representatives: one (1) from the Company, one (1) from the Union and a mutually agreed upon Safety Specialist (DPS, National Safety Council, etc.). They shall meet no later than once per month meaning no later than 28 to 31 days from the previous months A.R.B., if an appeal is pending for the purpose of reviewing accident reports. If an accident is determined to be preventable with less than five (5) calendar days before the scheduled date of the Accident Review Board, the accident will be heard by the following months Accident Review Board. Upon mutual agreement the parties may implement a peer review system for the purpose of reviewing accident reports.

Accident Review Board Procedures

1. The Accident Review Board shall review preventability issues only regarding motor vehicle accidents.
2. The identity of the Operator involved in the accident giving rise to the Accident Review Board will be redacted and not be divulged to any member of the Accident Review Board prior to or during the

Accident Review Board. In the event the identity of the Operator is divulged, a default judgment of “non-preventable” will be entered.

3. Each party will appoint a representative of their own choice to present their case to the Accident Review Board.
4. All Accident Review Boards will meet at the Tempe location, unless otherwise agreed to by the parties to conduct the Accident Review Board at some other location.
5. As the Company is the moving party, the Company carries the burden of proof. As such, the Company shall present their case first.
6. After the Company has presented its case, the Union will present its case.
7. The Accident Review Board will be given the opportunity to vote by secret ballot.
8. After the 3rd and neutral voter tabulates the votes, he or she will present the decision to the other members of the panel and each party.
9. The 3rd party and neutral will destroy the votes once the decision has been delivered.
10. The affected employee will be provided a copy of the decision of the Accident Review Board.

Section 4: Any employee may, at his own option, and on his own time, submit supplementary reports in order to provide new or additional material pertinent to the case. All additional material must be submitted by the employee no later than seventy-two (72) hours prior to the review board meeting.

The Safety Department shall post and notify the employee by memo of the scheduled date of the Review Board no later than ten (10) days (excluding Saturdays, Sundays, holidays and days off) prior to the meeting, unless the accident results in termination of an employee.

Section 5: In the case of a serious accident that involves severe injury or death (where the employee conduct was a direct contributing factor), the employee will be placed on paid leave pending the results of the Accident Review Board. In this case, the A.R.B. will be convened not later than seven (7) calendar days after the date of the determination of preventability is made.

Section 6: Time limits for this Article must be followed unless mutual written agreement between the Union and the Company is reached to extend them. Failure to adhere to the time limits the party violating it shall forfeit their case. This does not apply if the impartial 3rd party causes the delay.

Section 7: All information will be presented to the Union no later than (72) hours prior to the Review Board meeting. Failing to present the information to the Union will result in the information not being presented to the A.R.B. for consideration. (Example Video, Audio, Police Reports).

ARTICLE 32 **STUDENT INSTRUCTOR ALLOWANCE**

Section 1: Operators selected as instructors shall receive additional compensation of one dollar (\$1.00) per hour for each hour they are assigned to instruct student operators. Instructor’s assignments shall be by written authorization from the proper supervisory personnel. Such Operators instructing students must submit a complete and impartial report on the student’s progress to the Training Manager on a report form prescribed by the Company.

Section 2: An instructor program will be maintained. The Company shall endeavor to fairly select the overall best-qualified operators for instructors.

Section 3: Operators selected, as Behind the Wheel Trainers (BTW’s) shall receive additional compensation of one dollar (\$1.00) per hour for each hour they are assigned to train student Operators.

ARTICLE 33 **UNIFORMS**

The Company shall issue all uniforms to each Employee. A set of uniforms will include: five (5) shirts and five (5)

pants or shorts and one jacket. Employees may choose between cotton, "Camp" style (button down, which does not require being tucked) and polyester shirts. The Company shall make arrangements to supply replacement uniforms at its expense. Employees will be responsible for cleaning the items. Items will be replaced by the Company when worn out, but no more frequently than once per year. The Employee shall sign a receipt of all uniform. At the end of employment, the Employees must return all items or the Company may deduct from their wages the cost of the items not returned. Alterations due to pregnancy or physical ailment which cause drastic weight gain or loss will be handled on a case-by-case basis.

The employee shall be required to be in full uniform when reporting to the dispatch window and throughout their shift. All shoes must be black. The employee shall also wear a black belt and black socks except when, for documented medical reasons, white socks are recommended or when wearing shorts, the socks will be white.

ARTICLE 34 **EQUIPMENT**

Section 1: All vehicles shall be properly maintained by the Company.

In the event a condition exists in or on a Company vehicle and is verified by Company mechanic that could be hazardous the Company shall repair said condition, or pull the vehicle out of service immediately.

Section 2: All heating and air conditioning shall comply with the respective manufacturers standards. No employee will be required to operate a vehicle without A/C or Heat for longer than one (1) hour after notification of equipment failure has been made known to the Company.

Section 3: Within six months of the ratification of this Agreement, all buses shall be equipped with an adjustable spot mirror on each side.

Section 4: Employees will not suffer any loss of pay for downing/dead lining a bus with a valid safety defect as identified by Department of Transportation Guidelines. Management and/or a certified mechanic will make the determination on the validity of the safety defect.

Section 5: The Company will furnish a "High Visibility Safety Vest" (and replacement vests), hereafter referred to as a "vest", to each Operator. With respect to wearing a vest, the following shall apply:

- a. An Operator will wear a vest at the following locations:
 1. While in the bus yard;
 2. When outside a vehicle and in moving traffic (e.g. bus break down, putting out cones);
and
 3. Any time while on duty that an employee crosses traffic.

- b. An Operator will not be required to wear a vest at the following locations:
 1. While inside a building;
 2. While driving; and
 3. While in the employee parking lot.

The Company will follow the standard progressive discipline and a violation will not be considered a serious safety violation.

ARTICLE 35 **TOILET FACILITIES**

Section 1: The Company shall arrange for adequate toilet facilities for operators' use on all routes. A handout will be updated every six (6) months (January and July). The handout shall be posted when updated as required and made available to operators on request.

ARTICLE 36
EXTRA BOARD

There will be two (2) separate Extra-Boards to operate individually at each location and listed in the appendix. The Company and Union will negotiate all Extra-Board Work Rules and Procedures in the Extra Board Committee. There will be equal representation from each location and the Company on the Committee. Any changes to the Extra-Board Work Rules and Procedures must be agreed upon by the committee and submitted for final approval from the Company and the Union. If the parties do not agree to a change, the existing rule will remain intact. Any alleged violation of the Extra-Board Work Rules and Procedures will be subject to the Grievance and Arbitration Article of this Agreement. All mutually agreed upon language of the Extra-Board Work Rules stands as no different than that of language in this Agreement and are binding upon the parties as such.

ARTICLE 37
CHOICE OF WORK ASSIGNMENTS

Section 1: Seniority shall govern in the choice of work assignments. All bids pursuant to this Article will be conducted by the Union, along with assistance from not less than one First Transit Manager. The procedures for all bids will be mutually agreed by the parties.

Section 2: All employees will select the yard where they wish to work for the upcoming year. After the completion of the system bid, there will be a division bid at which time employees will select to work a run or that yards' extra-board. The division bids will be held at least four (4) times each calendar year: January or February, April or May, July or August, and September or October. The Company shall give thirty (30) days advanced notice prior to the commencement of any bid. In the event there becomes a situation that would require a bid in a month other than what is stated the parties will meet and mutually agree upon a time.

Section 3: The division bid, along with all information necessary for the Operator to select his work assignment (shift, run or extra-board) shall be posted not less than three (3) days prior to the bidding commencing. The bidding shall be held Monday through Friday, from 12:00 noon to 12:00 noon. Each employee shall fill out their bid choices and turn it in to dispatcher during this time on the day the employee is designated to bid. Once the work is posted the Company and the Union (one (1) representative from each party) will together attempt to contact each Operator (at the phone number on record) who is not working to inform them of their bid date.

In the event of a legitimate dispute regarding the bid (such as incorrect reporting locations, Operators out of seniority order, etc.) and a re-bid becomes necessary, a re-bid will be conducted from the affected Operator down (in seniority order).

Section 4: All runs, Extra-Board slots and schedules posted for bid shall show the beginning time, end time, pay time, scheduled days off, line number and line start time assigned to each run.

Section 5: Each employee must fill out the necessary number of choices. If the Operator is not working, it will be their responsibility to make certain that their bid is submitted on time. Any employee not bidding or who does not leave the necessary choices will be passed and the bidding will continue. The employee passed will bid last in the next day's group. There will be no exceptions. If they do not bid while the bidding is going on, they will be assigned to whatever is left when the bidding is over.

Each day of bidding after the bidding for that day is closed, a representative of the Company and the Union will take the bid for that day and tabulate them and post the results by no later than 2:00 p.m. so the employees who are scheduled to bid the next day know what has been taken.

This procedure continues each day until the division bid is complete. The Company agrees to pay a Union representative for the actual time required to tabulate and post the division bid each day during the bidding process.

Bids need to be written down and turned in according to seniority. Bids will be selected at a rate of forty (40) bids per day.

The Company will make a minimum of forty (40) copies for each division of the posted bid so that the Operators bidding each day may have access to runs contained in each division bid. Each Operator who requests the use of a bid book will be required to sign for and is responsible for returning it to the Company at the compilation of their bidding time.

This procedure continues each day until the bid is complete.

Any changes to this Section must be agreed upon by the Scheduling Committee and submitted for final approval from the Company and the Union.

Section 6: Runs that become open between bids shall be placed for bid on a monthly basis. Open runs will be posted for a minimum of three (3) days and will be awarded on the first Friday, which is not a payday each month. All new work assignments commence on the following Sunday. There will be no open bid within two (2) weeks of a division bid.

Section 7: In the event an Operator is on vacation, or a day off, when it comes their turn to bid, has failed to leave necessary choices, they will be assigned to the same run that they have or one as near comparable as possible by the Union representative handling the bid.

Section 8: Runs open due to vacations, sick or for any other reason will be bid by the extra board/unassigned Operator on a weekly basis once the run has been successfully bid the Operator will keep the run for its entirety until the regular run operator returns. If not bid, it will be filled on a daily basis until the regular run Operator returns from their absence.

Section 9: When students come out of training, those operators who were forced onto a run shall have the option of going on the extra board/unassigned Operator.

Section 10: Any Operator on sick leave of thirty (30) days or more at the time of the bid who submits a letter from his doctor stating that he will be able to return to work within thirty (30) days after the effective date of bid shall bid a run. If he does not have a letter so stating, then he will be placed on the extra board, for the duration of the bid in effect. This provision does not include woman off due to pregnancy.

Section 11: System Bid Procedures

Two weeks before the start of the System Bid, the Company will post a notice indicating the date the System Bid will take place. All Employees will bid by proxy (by placing the bid sheet indicating name and System Seniority in the bid boxes). Employees must only submit one choice. On the date of the System Bid, the Company and the Union will each have at least one representative conduct the bid. The two (2) representatives will collect the box from the Mesa Division and travel to the Tempe Division where the bid will take place. Employees, during the System Bid, will have only one (1) of two (2) choices, Mesa or Tempe. All bid sheets will have a line indicating if the bid is a revised bid and all employees must sign their bids. The Company will pay all costs associated with the System Bid. Any employee who does not bid will be forced at the completion of the bid to any available division. The bid box will be picked up no later than 9:00 AM at the Mesa Division. Any employee unable to bid (vacation, leave of absence, etc.) may leave a proxy bid by calling the scheduler. The scheduler will give any bid taken by phone to the Union Office, by email to verify that it was received. The Scheduler will place the bid into the bid box.

ARTICLE 38 **RUN AND TIME REQUIREMENTS**

Section 1: Operators pulling revenue equipment out of garages shall be paid fifteen (15) minutes "pre-trip" and five (5) minutes to pre-trip a relief vehicle.

Section 2: Operators who are required to turn in time slips, lost and found items, and passenger survey cards, etc. shall be paid actual time to do so. (Requests for vacations, sick leave, bereavement, etc. are excluded).

Section 3: Time worked in excess of forty (40) hours in any work week shall be paid at one and one-half the employee's straight time hourly rate of pay. Vacations, bereavement leave, jury duty, sick leave and holidays are not considered time worked for the purpose of computing overtime. The Company will not use time worked in excess of forty (40) hours to make up the minimum forty (40) hour pay guarantee. (Example: if an Operator only works thirty-nine (39) hours during his normal workweek, he is still being paid forty (40). If the Operator volunteers to work his day off and is allowed to work, all time worked would be paid at overtime. This example assumes that the employee works his entire scheduled workweek.)

Section 4: Overtime work at each division will be offered by seniority. Once all Extra-Board and sign up Operators at the respective division have been exhausted and work is still left to be filled, overtime work will be offered at the other division by seniority. If work is still left to be filled, mandatory/forced overtime work will be assigned by inverse seniority. This means the Scheduler will start forcing from the bottom of the seniority list and continue up the list. If an Operator is skipped because he or she is already scheduled to work on the day of forced overtime, the Scheduler will continue forcing in seniority order and will not return to the skipped Operator. Signing up for extra work does not excuse Operators from being forced on their next day off should the rotation require them to be assigned. In the instances when overtime is forced, the Company will ensure no violation of DOT hours of work restrictions.

Effective upon ratification: No Operator will be forced on overtime more than one (1) time per month, provided that the employee works the shift.

Effective July 1, 2017: There will be no mandatory overtime for the duration of this Agreement. All overtime work will be voluntary and offered by seniority on a rotating basis. The rotation will be based on the highest senior employee who signs up and then down the list, until all names are exhausted. Once all names on the overtime list have been used, the list will start over from the highest senior employee.

Section 5: An operator relieved on the line shall be paid travel time to the terminal or garage. In the event an Operator makes a relief on a line other than at the terminal, travel time will be paid to the relief point, commencing from the time the operator is dispatched from the terminal or garage. All Operators will be paid window to window, and return of the relief vehicle is mandatory.

Section 6: In the event the Company creates new divisions that require changes in the place of reporting for work relief locations, travel time, or general working conditions that are not covered or provided for by the terms of this Agreement, such new conditions shall be subject to negotiations within ten (10) days after receipt of written notice by either party and must be completed prior to the effective date of the change.

Section 7: Runs open by reason of Operators leaving the Company shall be open for bid on the first week of each month. However, in the event a regular run is vacated less than thirty (30) days before a regular sign-up, it shall be bid by extra board Operators. The same applies in the event of a sign-up due to schedule changes. Operators shall be limited to two (2) changes per bid period.

Section 8: No operator will be forced or assigned to work for another entity.

Section 9: The Company will make all full-time runs pay no less than forty (40) hours per week .

Section 10: In the event an operator is relieved or sent to the garage prior to completion of his or her run or assignment for any reason other than disciplinary or as the result of illness, the Operator will be paid the same as if the Operator had completed the run or assignment provided the Operator remains at the garage and is available for emergency work up to the Operators normal end time. Nothing shall restrict the Company from placing the employee back on the run or assignment.

Section 11: A "break" of thirty (30) minutes or less in a run shall be paid for as continuous time at the regular rate of pay. No run shall have more than one (1) break that is not paid for.

Section 12: The Company will establish a Run Cut Committee when putting together the general bid. The Union

will identify one (1) or more representatives to be part of this committee.

Section 13: If a run pay error is made or a schedule change is needed, that increases the beginning, ending or total time per day, the Company and the Union will explore options to reach an agreement within forty-eight (48) hours of the known problem. If the change results in an increase of hours, the employee affected will receive the additional difference of the change. If the change results in a decrease, of hours the employee will be paid the original run time that was stated at the beginning of the bid and will be paid that time for the remainder of the bid in place. If in the event the employee on the changed run cannot comply with the change, the Operator will at his or her option request to be removed from the run and be placed on the Extra Board. In no event will the employee receive any less pay for the remainder of the bid in place.

Section 14: Eating or drinking while operating a motor coach is strictly prohibited; eating or drinking during designated layovers in schedule is permitted as long as the operator stays with his or her coach and does not cause any delay in schedule. Operators are permitted to take a drink, provided the vehicle is not in motion, as for example while stopped at a red light.

Section 15: Effective upon the October 2016 bid, the maximum spread time for runs will not exceed thirteen (13) hours. Effective upon the October 2017 bid, the maximum spread time will not exceed twelve and one-half (12.5) hours.

Section 16: Any run can carryover between two (2) working days. (i.e., a straight run can go past midnight, and a split run can start on one day and finish on the next day).

Section 17: The Company agrees to make at least fifty-five percent (55%) of the runs straight runs. In the event of service reductions, or in the event of service additions in the peak periods only, both parties agree to meet and arrive at a percentage of straight runs, which are proportional to the increase or decrease in peak service.

Section 18: There shall be no splits on Saturday, Sunday and contractual holidays.

ARTICLE 39 **EMPLOYEE WAGE RATES**

The Company shall determine the appropriate training rate.

Wage Increases:

Effective the date of ratification, the following will be the wage step progressions for the employees covered under this Agreement.

Employees not at top wage will receive wage increases after training, after six months, or on their anniversary date of hire and on July 1st in each of the covered contract years in the amount specified below. Wage increases for the first year will occur on the date of ratification or July 1st whichever is later.

Those employees at top wage will receive the wage increases on July 1st in each of the covered contract years in the amount specified below.

OPERATORS

Effective On	7/1/2015	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020
After Training	12.99	13.37	13.77	14.18	14.61	15.05
After 6 months	12.99	14.44	14.87	15.32	15.78	16.25
After 1 Year	14.44	14.44	14.87	15.32	15.78	16.25
After 2 Years	15.52	15.99	16.47	16.96	17.47	17.99
After 3 Years	16.12	16.60	17.10	17.61	18.14	18.69
After 4 Years	16.83	17.33	17.85	18.39	18.94	19.51
After 5 Years	19.74	20.33	20.94	21.57	22.22	22.88
After 6 Years	22.62	23.30	24.00	24.72	25.46	26.22

UTILITY WORKS (MESA)

Effective On	7/1/2015	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020
After Training	11.56	11.91	12.26	12.63	13.01	13.40
After 1 Year	12.02	12.38	12.75	13.13	13.53	13.93
After 2 Years	12.47	12.84	13.23	13.63	14.04	14.46
After 3 Years	13.27	13.67	14.08	14.50	14.94	15.38
After 4 Years	13.80	14.21	14.64	15.08	15.53	16.00
After 5 Years	14.41	14.84	15.29	15.75	16.22	16.71

ARTICLE 40

RETIRED OPERATOR SUPPLEMENTAL INCOME PROGRAM (ROSI)

Section 1: The ROSI program is designed: 1) to offer retired First Transit and other local transit Operators an opportunity to supplement their retirement income; and 2) to provide the Company with a pool of highly trained and experienced Operators. Once the decision to hire a retired Operator is made, his or her employment history for disciplinary purposes will commence for the Operators new date of hire (safety record and safety violations excluded).

Section 2: Unless specifically identified in this Article, the following contract provisions shall not apply to ROSI Operators: Leave of Absence, Vacations, Court Appearance, Bereavement Leave, Sick Leave, Holiday Pay, Insurance, Retirement, Uniforms, Extra-Board, and Run and Time Requirements.

Section 3: ROSI Operators and part time Operators will not exceed more than ten (10) total Operators. ROSI Operators and part time Operators will be divided proportionally between the two divisions. Seniority of ROSI Operators will have priority over seniority of part time Operators for the selection of bid work.

Section 4: ROSI Operators and part time Operators will bid their work schedule. ROSI and part time Operators will be entitled to no more than five (5) hours of work per day on a five (5) day workweek and will be limited to no more than twenty five (25) hours per work week. ROSI and part time Operators will not work the Extra-Board, Saturdays, and Sundays.

Section 5: Compensation:

ROSI Operators who were full time Operators will be compensated at the top scale wage rate for all hours actually worked, but will not receive a benefits package, with the exception of the uniform allowance and Holiday provisions, expressed in Sections 10 and 11. ROSI Operators hired from other transit agencies will be compensated at the starting rate on the current wage progression and will follow the progression until they reach the top rate.

Section 6: No full time Operators shall be laid off or suffer a reduction in hours while ROSI and part time Operators are employed. Part time Operators are laid off first.

Section 7: ROSI Operators while employed are able to accept open full-time positions, when available, provided they start at the bottom of the seniority roster. Any full time operator vacancy will be offered to existing part time operators before hiring from the street.

Section 8: Seniority:
The ROSI and part time Operators will have their own seniority roster, separate from First Transit full-time Operator roster. ROSI and part time Operators will be awarded seniority based on their original seniority dates. Retired Operators that join the ROSI program after the initial group will come in at the bottom of the ROSI seniority roster. Should two or more Operators join at the same time, their respective seniority at the bottom of the ROSI seniority roster will be determined by their original seniority dates. If two or more Operators join at the same time and had the same original seniority date, seniority will be based on their relative seniority numbers at the time they were employed full-time.

Section 9: Skipping a Bid:
ROSI Operators may skip a division bid period and still maintain their ROSI seniority numbers. ROSI Operators that choose to skip a bid period must advise their division dispatch of the intention to skip at least ninety (90) days prior to the start of the next bid. Operators who return from a skipped bid must be re-certified by the Company.

Section 10: Holidays:
ROSI Operators may work holidays in the event the Extra Board and "On-Call" lists are exhausted and shall be paid four (4) hours holiday pay, as defined in the Holiday Article of this Agreement, if they work in addition to the run pay.

Section 11: Uniform Allowance:
ROSI Operators will receive a uniform allowance of \$100.00 payable on the first paycheck on the month of their employment anniversary. Part time Operators and Operators coming from other work locations will be given uniforms as outlined in Article 34 of this Agreement.

ARTICLE 41 **ADDITIONAL AGREEMENTS**

Section 1: No provision or term of this agreement may be amended, modified, changed, altered, and waived. Nor shall any condition be imposed on any provision of this contract except by written documentation, and ratified by the membership of the union and signed by the parties hereto.

Section 2: Any of the provisions of this contract may be re-negotiated at any time if mutually agreed upon by both parties.

ARTICLE 42 **ASSIGNABILITY**

Section 1: 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, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership or management of either party hereto.

ARTICLE 43 **SAVINGS CLAUSE**

Section 1: Should any part or portion of this Agreement be rendered or declared illegal, legally invalid or

unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

ARTICLE 44 **TELEPHONE AND ADDRESS RESPONSIBILITIES**

Employees are required to ensure the Company always has on record their current home address and telephone number. Notification to the employee by the Company at the employee's last known address or telephone number will be considered sufficient and adequate notification.

ARTICLE 45 **DAYS-OFF WORK**

All Operators who volunteer to work their day off will be placed on a Day-Off list in order of their seniority. Any Operator on their normal work day willing to volunteer will be placed on the same Day-Off list. Operators must initial this list by their name on the day(s) they are requesting to work the Extra Board. Operators will be assigned work when available, in accordance with the rotating list. Day off Operators will only be able to work when Extra Board Operators on their regular work day are not available for the work to be filled.

Day Off Work Procedures:

Section 1: Day off operators shall consist of any full-time operator on a day off wanting extra work.

Section 2: An operator is not to be considered qualified for extra work unless the operator is scheduled available at least thirty (30) minutes prior to the report time of the extra work (operators coming off runs or during a split shift).

Section 3: An operator who signs up for extra work and the only extra work that would be available interferes with their next day assignment they will be considered unavailable and will not be assigned the work. The scheduler will make every attempt to schedule an operator the extra work if they have signed up and their name comes up in rotation before denying them. If the Scheduler was not able to assign an operator work according to the rotation due to the operator being unavailable as outline above the signed up operator will be bypassed and they will not receive work until their name comes up in rotation again if they sign up on the extra work list.

Section 4: Day off operators will be assigned work when available, in the following manner;

1. Day off
2. Operators coming off of runs.

Section 5: All day off Operators (or operators coming off of runs) will sign up and be placed on a roster, by seniority. Operators must initial the roster beside their name on any day they are requesting extra work.

Section 6: There will be a separate seniority roster for each day of the week. Each days rotation will start with the senior Operator and move down the list filling all known work until it is filled from those Operators that signed up to work. Once all work is filled the next operator immediately after the last operator that received work will be the next one that the dispatch/scheduler will start with the following week. This rotation is done to provide a fair disbursement of extra work for those that sign up for it.

ARTICLE 46 **BEREAVEMENT LEAVE**

An employee who has a death in the immediate family will be allowed up to four (4) consecutive work days prior to or after the funeral with pay, for each occurrence, in order to attend the funeral services. In addition employees may take an additional six(6) consecutive work days unpaid out of state or ten (10) consecutive work days unpaid out of country for bereavement leave. In addition, employees may choose to use their earned vacation days that they may have available. If vacation time is used for this purpose the employee will not be afforded additional vacation time or pay at a later date. Days absent for bereavement leave as defined herein shall not be counted as an attendance occurrence.

An employee's immediate family shall be defined as follows; spouse or domestic partner, child, stepchild, grandchild, grandparent, parent, step parent, brother, and sister, and the spouse or domestic partner's parent, step parent, brother or sister. Proof of death must be submitted upon return to work. When the term domestic partner (same sex and/or opposite sex) is used, its definition will be defined by the City of Phoenix.

ARTICLE 47 **RETIREMENT PLAN**

Section 1: Employees covered by this agreement will be eligible to participate in an Amalgamated Transit Union 401(k) retirement plan administered by the union. All covered employees may voluntarily elect contributions to the Plan, according to Plan eligibility rules. All revocation or adjustment of the deferral will be in accordance with the plan. All contributions to the plan shall be 100% vested upon deposit. The Company shall make voluntary payroll deductions in the amount designated by the participating employee into the Amalgamated Transit Union 401(k) ("Plan") and forward such deductions to the Plan administrator. The Company will match 50% of the employee's contribution, up to a maximum of \$500 annually. Beginning January 1, 2017, the Company will make the corresponding contribution in two deposits of up to \$250 each with the first payment no later than January 31, 2017 and each year thereafter. The second payment will be made no later than July 31st each year. In order for the employee to receive the full \$500 Company contribution, the employee would need to contribute \$38.46 per pay period. None of the terms, conditions, or language of the Plan shall come under the Grievance and Arbitration provisions of the Agreement. The Union will hold the Company safe and harmless from any and all liability arising out of the administration of the plan. Employees are eligible for the plan participation after the completion of ninety (90) calendar days of employment. Company matching contributions shall commence after the completion of one (1) year.

ARTICLE 48 **WORKING CONDITIONS**

Section 1: The Company shall provide janitorial services for each facility. Employees covered by the Collective Bargaining Agreement will not be required to clean restrooms or any office spaces.

Trash removal for Fuelers and Cleaners will be confined to their work area only (buses, wash rack area, fuel station area etc.)

Section 2: The Company shall provide all training for equipment to be serviced and operated by the employees. In addition the Company shall ensure employee environmental training to include waste disposal, chemical usage requirements and bio hazard disposal.

Section 3: If any job classification covered by the Collective Bargaining Agreement changes and additional training is required, the Company shall be responsible to provide such training.

Section 4: The Company shall make available a break room area with appropriate heating and/or air conditioning (depending on the season) and restroom facility's (gender appropriate).

ARTICLE 49 COMMITTEES

Section 1: Labor/Management Committee:

The Union and the Employer agree to establish a Labor/Management Committee (LMC) to meet not less than every three (3) months in an effort to foster improved communications and a better working relationship. The Union Committee will be composed of members assigned by the President Business Agent or designee. The Company Committee shall be composed of all supervisors and other management personnel deemed necessary to achieve the LMC goals. If either party requests the assistance of a mediator or facilitator, a joint request will be submitted to the appropriate agency or organizations (FMCS) for such assistance. Any incurred costs shall be borne equally by the parties. Any issue which is the subject of a pending grievance shall be excluded from resolution by the LMC.

Section 2: Schedule Committee:

The parties agree to establish a Schedule Committee for the purpose of discussing scheduling conditions (i.e., running times, layovers, review operator input, scheduling process, etc.). Such meetings shall be held on an as-needed basis, but no less than four (4) meetings will be held in any twelve (12) month period. Additionally, such meetings will take place prior to any run cuts for the next bid.

Representatives will review issues relating to the establishment of appropriate running times on bus routes operated by the Company, and shall help to establish a priority list of those routes which need running time reviews.

Section 3: Safety Committee:

The parties agree to establish a Safety Committee for the purpose of discussing the safety-related conditions of Bus Operators and Utility Workers. It shall also meet with the appropriate departments to review issues relating to the security of operators, utility workers and passengers aboard buses operated by the Company. A member of the Security Department shall from time to time be invited to the committee meetings to assist in resolving Security and Personal Protection Issues. Security-related incidents and incidents of assault and battery directed against the Bargaining Unit employee(s) shall be reviewed with the committee to analyze contributing factors, in an effort to reduce future occurrences of a similar nature.

The Committee will be represented appropriately by the Union and the Company. Members of the Safety and scheduling committee representing the Union shall be designated by the President Business or designee.

Section 4: Union officials (excluding full-time officers) and/or employees designated and called upon to serve on or be part of a Company committee (i.e. Scheduling, Safety, Extra Board, Uniform and Labor Management) shall be paid their applicable wage rate for all time spent in the performance of these duties. In addition these members will not suffer any lost wages or benefits do to involvement with these committees. It will be considered as authorized Company paid time.

Section 5: The Union President/Business Agent or designee will appoint Committee members to represent the employees of the bargaining unit for any committee.

ARTICLE 49 CUSTOMER RIGHTS AND CONTINGENCIES

Section 1: If the transportation services contract between the Company and the Client to provide transportation service terminates for any reason, the parties to this Agreement shall continue to resolve disputes pending at the time of termination up to and including arbitration.

Section 2: The accrued benefits (sick pay, floating holiday pay, and vacation pay) for each bargaining unit employee at time of changing providers will be the responsibility of the current employing company at time of change over. The accrued benefits identified above will be paid out to the employees on their final paycheck due to be issued from the exiting employer.

ARTICLE 51
DURATION, TERMINATION AND RENEWAL

This Agreement shall be in full force and effect as of the 1st of July, 2016 to and including the 30th of June, 2021.

Such Agreement shall be automatically renewed from year to year, unless either party desiring to terminate or alter the Agreement shall give written notice to the other party no less than sixty (60) days in advance of the date of expiration.

This Agreement may only be extended beyond that point by mutual agreement of the parties.

In witness whereof, the parties hereto have hereunto set their hands and seals this ____ day of ____ 2016, but as of July 1, 2016.

Amalgamated Transit Union Local 1433:

First Transit

Robert Bean

Nick Promponas

Date

Date

Michael L. Cornelius

Date

Dwayne Session

Date

Dana Kraiza

Date

