



COLLECTIVE BARGAINING AGREEMENT

**AMALGAMATED TRANSIT UNION,
LOCAL #1433**

AND

FIRST TRANSIT, PHOENIX DIVISION

**THE TERM OF THIS AGREEMENT WILL BE:
JULY 1, 2014 THROUGH JUNE 30, 2017**

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AGREEMENT

This Agreement made and entered into this first day of July 1, 2014 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 full-time and regular part-time Operators, Fuelers, and Cleaners employed at the facility on 405 North 79th Ave Phoenix, AZ 85043 by the Company, and other classification 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 the City of Phoenix, AZ, Ordinance G-5295 passed on December 17, 2008.

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

1. Business Days: Monday – Friday and excludes weekends and holidays.
2. Calendar Days: Each day of the calendar year.
3. Days not specified will default to "Calendar Days."

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 provide the current enclosed (un-obstructed) bulletin board, and one

additional board of the same size and make for Union business. The Union board will be for Union Business only. The use and full control will remain solely with the Union. The Company will not have any access to the Union Bulletin Boards.

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. 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, 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 6. The Company shall be given written notice (via email) by the Local Union on all requests for Union Officials and employees to be pulled from the assigned duties with the Company. The Union will make this request as soon as possible but no later than 2:00PM the day prior. This requirement may be waived in the event a need arises that would require a representative to be used immediately.

Section 7. Authorized representatives of the Union shall have access to areas where work is being performed, but visitations will be subject to reasonable safety/security rules. The purposes of these visitations will be to meet with bargaining unit employees in non-work areas, during non-work time and to settle and investigate grievances and/or possible grievances. It is not the intent of the Company to make visitation unreasonable.

Union Representatives shall not be paid by the Company for union work and shall perform such work outside assigned duty time. However, the Union Representative who is requested to attend a meeting shall be paid.

Section 8. 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 email is down, official notification will be by mail or fax. The parties will establish the appropriate methods and personnel to send and or receive such communication.

Section 9. When members are to be chosen to represent the employees of the bargaining unit for any committee, the Union President/Business Agent or designee shall appoint them.

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: Upon written request, both parties agree to comply with all information requests, excluding any information that is not required by law. The Company will, for example, 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 Collective Bargaining Agreement.

This Agreement also has the purpose of establishing an equitable and peaceful procedure for the resolution of differences, for the treatment of employees, the promotion of economical transportation services, and the settlement of disputes without involving the client, the media or the public in any manner whatsoever during the term of this Agreement.

Section 4: Upon the Union's request, Labor-Management meetings will be held monthly to consider and endeavor to settle outstanding issues, but these meetings shall not entertain grievances that may arise during the term of this Agreement.

Section 5: The Company agrees that it will request the permission of the Union prior to allowing the Company representatives(s) to participate in the Union's presentation during the training class. If the Union accepts the request, the Company representatives(s) will be allowed to observe the Union's presentation.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1: Except as otherwise expressly provided in this Agreement, the Company reserves all of the fundamental rights, powers and authority regularly and customarily exercised by management, including but not limited to: The management of the Business in all its phases and details and the direction of its working force including the right to: direct, plan and control the operations, promote, demote, transfer and suspend; discipline or discharge employees for just cause; layoff employees for lack of work or for other legitimate reasons; introduce new or improved methods, facilities and equipment or change existing methods, facilities and equipment; determine the services to be rendered, the processes and means of rendering Such services, and the location, relocation and closing of facilities are exclusively the rights and responsibilities of the Company.

Section 2: The Company has the absolute right to carry out all direction of the City of Phoenix not withstanding any provision of this Agreement to the contrary.

Section 3: The Company shall further have the sole exclusive right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent that they do not conflict with any provisions of this Agreement. In order to enable the Union to be currently informed, the Company will furnish the Union a copy of the applicable changes prior to informing.

Negotiated and signed amendments and contract supplements shall be applicable to the employees of the Company covered by this Agreement. The Company agrees to post all amendments, supplements, and any modifications of this Agreement prior to their effective dates and to provide copies of such documents to the Union and, upon request, to any operator.

Section 4: The Company recognizes the right of the Union to challenge Company rules, regulations and policies through the Grievance and Arbitration process at the time they are applied or enforced. No Company rule or regulation, or policy may violate the terms of the Collective Bargaining Agreement.

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. The Union and the Company may by mutual written agreement extend an employee's probationary period for an additional thirty (30) calendar days. Eligibility for medical benefits as set forth in Article 18 shall not be impacted by an extension of probation.

Section 2: All rights, benefits and privileges, excluding the application of grievances and arbitration procedure, shall be applicable to probationary employees.

Section 3: An employee shall serve only one probationary period. Probationary employees, while in the training period, are not covered by this Agreement.

ARTICLE 6 **STRIKES AND LOCKOUTS**

Section 1: Neither the Union nor the employees will engage in any strike, slow down, work stoppage, nor any concerted effort of any kind against the Company 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 property or any other property for the purpose of performing any work covered by the striking Company. The Union will not interfere in any way of stopping 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.

ARTICLE 7 **CHECK OFF OF MEMBERSHIP DUES**

Section 1: Upon receipt of an authorization form, duly executed and dated, the Company agrees to deduct from the wages of such 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 fifteenth (15th) work day following the date in which dues or service fees are withheld from wages. The Company agrees to deduct membership dues per pay period.

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 for withdraw from Union Membership.

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**

Section 1: No employee will be disciplined without just cause. It is understood and agreed that anytime the Company decides to take disciplinary action against any employee in the bargaining unit it will, notify the Union Hall (by e-mail) at the same time. All discipline will be administered in a hearing. The employee will be given a fair and impartial hearing at which time all information pertinent to the case being heard will be presented by both parties so as to conclude the case without delay.

Section 2: All disciplinary processes will be performed by the Operations Manager or their designee.

- A. The respective Operations Manager, to whom the individual is requested to report, shall give a prompt, fair and impartial hearing to all employees. This shall also include corrective interviews, through the progressive disciplinary procedure.
- B. Nothing in this article shall prevent the Union from appealing the decision of the respective Operation Manager to the next level of management prior to a possible grievance being filed; however, such action will not serve to delay the grievance time limits unless the Union has advised

the Company in writing, in advance.

- C. All hearings will be attended by the charged employee. A Union official shall also attend the hearings if so requested by the employee. Hearings and/or Corrective interviews will not be held on an employee's scheduled days off, Saturday, Sundays, or any Holiday identified in the Collective Bargaining Agreement, unless mutually agreed by the parties involved.
- D. Such hearings shall be held within a seven (7) calendar day period following the delivery of a written notice.
- E. All time spent in hearings shall be paid at actual time.
- F. If, as a results of a hearing, grievance procedure, arbitration or otherwise, it is found that the employee has been unjustly deprived of wages as a result of lost service time, suspension or dismissal, the employee shall be reimbursed by the Company to the extent of the loss. In no event shall the employee be paid twice for the same time.
- G. An employee shall be given the basis of the charges against them in writing, except for discipline for attendance occurrences otherwise outline in Article 9. The hearing on these charges shall not be held until a twenty-four (24) hour period has expired. This twenty-four (24) hour period can be waived only by the employee. The hearing shall only deal with the charges against the employee.
- H. Any charge based upon a supervisory report shall include the name of the individual making the complaint or report. The charge, including the name of the individual making the complaint or reports, shall be made available to the Union, upon request to investigate and settle this dispute. The Company will not provide the name of the spotter unless the matter is scheduled for arbitration. The Company shall present employees with copies of all complimentary letters. Upon request, complaints (excluding complaint's name, address and telephone numbers) and spotters reports received from any source regarding said employees shall also be made available to the subject employee.

Section 3: Discipline will not be considered for more than 12 months from the date given, except that discipline for serious safety violations and preventable accidents will be considered for 36 months. Some examples of serious safety violations are: failure to properly secure a wheelchair or other mobility device; cell phone use while operating a Company vehicle; rollaway due to failure to properly secure a vehicle; failure to perform proper lock out/tag out procedures or ignoring or removing a lock, tag, or signage without specific authorization; or entering a railroad crossing when the lights are flashing or the crossing arm is down or descending.

Section 4: Employees may be disciplined only for just cause; however, nothing shall prevent the Company from placing an employee on administrative leave without pay while it conducts an investigation. Employees will not be placed on administrative leave without pay for longer than seventy-two (72) hours unless the employer's investigation involves external matters that are outside the control of the Employer (police, client, convening of the ARB, etc.).

Section 5: The Company recognizes the concept of progressive discipline including the following steps:

- Written warning or documented counseling;
- Written warning;
- Suspension without pay (final warning); and
- Termination.

Class I violations, and serious safety violations, may be addressed by termination on the first offense.

Discipline for preventable accidents however will be as follows:

- One preventable accident – written warning
- Two preventable accidents within any 36-month period – Five day suspension
- Three preventable accidents within any 36-month period – Discharge

- Two preventable accidents within any 12 month period – Discharge

Furthermore, accidents as a result of gross negligence may result in termination on the first offense. However, in all cases the Company will consider the employee's complete work history and length of service in determining the appropriate discipline. Discipline for all accidents will not be administered until confirmation of the preventability by the A.R.B is determined, with the exception of those accidents which would be cause for immediate termination

Except as provided for the most serious violations described above, the Company shall not discharge an employee unless the Company has given the employee at least one documented counseling or warning within the previous 12 months for the same or similarly classed offense.

Section 6: All Disciplinary time off must be given upon in consecutive workdays. If an employee on suspension is called back to work by the Company prior to having served their full suspension, the balance of the penalty days shall be withdrawn by the Company.

Section 7: If it is mutually agreed that a situation arises which has unusual circumstances, the parties, without setting a precedent, may agree to change past procedure to more fairly judge the employee's particular case.

Section 8: Written notice of a violation or infraction shall not be issued to the employee, later than ten (10) calendar days after the date of the violation or infraction or after such infraction was known to the Company, whichever is the latter (holidays, days off, sickness, vacation and leave of absence excluded).

Section 9: After discipline has been assessed either by a written notice or a hearing, no other disciplinary action shall be taken against the employee for that infraction. Nothing in this section or other sections will prevent the employer from following the progressive discipline for just cause based on properly written and timely issued citation to an employee.

If an accident is initially judged preventable and then reversed by the A.R.B., the operator who has been assessed a penalty shall be reimbursed any wages lost due to penalty by the Company. In the event of termination, the employee will be reinstated with full seniority, benefits and lost pay.

No accident will result in a "Class I Infraction." All accidents will be judged on preventability and if judged preventable will result in progressive discipline for preventable accidents and not under progressive discipline for "Class I Infractions."

Any accident or incident that is subject to preventability will be reviewed by the accident review board and will not be subject to progressive discipline for "Class I Infractions."

No violations of company rules will be used in conjunction with a different violation for the purposes of progressive discipline.

No employee will be disciplined as a result of off duty conduct unless that conduct relates to drugs, alcohol or seriously impacts the employee's ability to perform their duties. (example: a speeding ticket in a personal car has no ability to effect duties, however multiple tickets resulting in a loss of license will affect the employees ability to perform duties.)

Section 10: An employee may examine his own personnel file and obtain copies at their expense at any time during business hours, provided that such examination and/or copying is done under supervision by the Division Manager or Division Manager's designee.

ARTICLE 9 **ATTENDANCE**

Section 1:

- A. Regular attendance is expected of every employee.
- B. An employee unable to report for work must telephone a supervisor one (1) hour prior to the beginning of the employee's scheduled work shift and inform such supervisor of

the impending absence and the reason for it.

In the event an employee reports their inability to report for work on time; the dispatch supervisor or designee will not reassign their work until the scheduled report time. If an employee calls off and then shows up prior to their report time they will be allowed to perform their pre-scheduled assignment.

- C. An employee may trade work shifts with another employee only with prior approval of a supervisor without such shift change being classified as a chargeable or non-chargeable absence. The Company will be given a forty-eight (48) hour notice of said shift change.
- D. Emergencies documented to the satisfaction of the Company may be accepted by the Company as a waiver of the conditions of this Article.
- E. **No-Call No-Show**
An employee who fails to report his/hers absence as herein above provided or whose absence is for other than personal illness, bereavement, as herein provided or other good cause, shall be dropped from the rolls of the Company, if the employee does not report for work on or before the beginning of his work shift on the second consecutive calendar day of his absence. An employee whose service is terminated shall be reinstated only if he supplies evidence that his failure to comply with the terms hereof was justified by reasonable cause.

Discipline for No-Call No-Shows (NCNS) will be handled with the following discipline in a rolling twelve (12) month period:

1 st	NCNS	Written Warning
2 nd	NCNS	Written Warning
3 rd	NCNS	Subject to Suspension Written Final Warning
4 th	NCNS	Subject to Termination

2 Consecutive Days NCNS Subject to Termination

Absences and Miss outs/ Tardies will not be used in conjunction with No-Call No Shows.

- F. When an employee is unable to work because of illness or injury, the employee may be requested by the Company, to furnish written certification of the same by a medical doctor before such employee returns to work, provided an employee's record of illness or injury so warrants.
- G. Excessive absenteeism is cause for discharge.
- H. Written notice of a violation for verbal, written, status notice or infraction shall not be issued to the employee, later than five (5) calendar days after the violation or infraction occurred or after such infraction was known to the company, whichever is the latter (holidays, days off, sickness, vacation and leave of absence excluded).

Section 2:
chargeable.

Employee absences shall be classified into two (2) categories Chargeable and Non-

- A. A non-chargeable absence is defined as all time granted by the labor contract (vacation, holidays, personal paid days, bereavement, jury or witness, military service, leave of absence, trades, etc.) Other non-chargeable absences shall include time off granted by the Manager due to level of activity, on the job injury, documented weather emergencies, and unavoidable accidents or emergencies documented to the satisfaction Of the Company.
- B. A chargeable absence is defined as each instance where an employee misses any amount of assigned work. Such chargeable absence shall include non-work related personal illness or injury. Absences documented by a doctor's excuse will be excused. No more

than five (5) absences documented by a doctor's excuse will be excused in a rolling (12) month period.

Section 3: Discipline for excessive absences will be based on a rolling twelve (12) month period. The appropriate action for an excessive number of chargeable absences as set forth above is defined as follows:

Third	(3)	Chargeable Absences Verbal Warning
Four	(4)	Chargeable Absences Written Warning
Five	(5)	Chargeable Absences Final Written Warning
Six	(6)	Chargeable Absences Subject to Discharge

Miss outs/Tardies shall not be used in conjunction with absences.

Section 4: Miss Outs/ Tardies - are to be used only when an operator is late for his report time.

Operators will be charged with a miss out as follows:

- A. Each failure of an Operator to report for duty at the proper time and at the proper place at which the employee assigned duties are scheduled to start.
- B. Any Operator who misses out/tardy shall notify the dispatcher within one (1) hour after report time by telephone or in person.
- C. When an Operator reports for his run or work assignment later than the beginning of his preparation time, he may be placed on his run or shall accept other work if offered. Other work if offered to a Miss out/tardy Operator shall not be assigned ahead of a show-up Operator working straight time.
- D. A miss out/tardy will be excused whenever written verification is submitted substantiating a bona fide emergency, which prevented the employee from reporting to work on time. Such written verification must be submitted within seventy-two (72) hours from the time the employee first reports for duty following the miss out/tardy, or at the time of the hearing, whichever occurs first. A miss out/tardy will be excused whenever written verification or physical evidence is submitted. The burden of proof rests with the employee. Examples: auto accidents, home fire, and illness requiring emergency treatment or hospitalization. Incidents such as flat tires, dead batteries, car not starting, late babysitter, etc., will not excuse a miss out/tardy.
- E. Discipline for excessive miss outs/tardies will be based on a rolling twelve (12) month period. The appropriate action for an excessive number of miss outs/tardies is defined as follows:

Four	(4)	Unexcused Miss outs/Tardies	Written Warning
Five	(5)	Unexcused Miss outs/Tardies	Written Warning
Six	(6)	Unexcused Miss outs/Tardies	Corrective Interview
Seven	(7)	Unexcused Miss outs/Tardies	Subject to Discharge
Eight	(8)	Unexcused Miss outs/Tardies	Discharge

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

Section 6: 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 7: Chargeable Attendance Reduction Program

Employees can reduce chargeable absences by four (4) per a 12-month floating period. Should an employee attend three (3) consecutive monthly safety meetings they will automatically receive one (1) chargeable absence reduction, beginning with the oldest occurrence on the employees' record.

Critical conditions regarding this reduction program are as follows:

- a) The employee must attend three (3) consecutive monthly safety meetings (excluding pre-approved vacation or other approved time off).
- b) Employees may not "reduce" more than four (4) chargeable absences in a 12-month floating period.
- c) The reduction program will not excuse or remove any discipline, which was previously administered.

*Effective upon ratification of this Agreement, all employees will have their two oldest chargeable absences removed from their attendance record.

ARTICLE 10 **DRUG AND ALCOHOL TESTING**

Section 1: In acknowledgment of the nature of the Company's operations and overriding safety considerations, the Company has adopted formal provisions for drug and alcohol screening. The Company policy is zero tolerance. A positive test as defined by the FTA regulations at 49 CFR part 655 and 49 CFR part 40 will result in termination. The Union agrees to the foregoing Drug and Alcohol Policy as long as the policy has not been found to be in violation of any Federal or State laws and the scope of the application and enforcement does not exceed that which is required by these regulations.

Section 2: An employee taken off work as a result of drug and alcohol compliance will be placed on leave with pay pending the results. When the results are known, any action required by the Company can be taken at that time. In the event that the results are negative, the employee will be made whole.

Section 3: The Company will notify the Union (documented by the Company) by telephone 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 11 **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) calendar 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. 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.

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 12 **GENERAL SENIORITY**

Section 1: The current seniority of all employees as presently established shall be deemed to be correctly established as of the effective date of this Agreement, indisputable errors excepted. An employee designated by the Union to serve as a full-time officer or employee of the Union shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Article 12 Seniority of this Agreement.

Section 2: For all purposes relating to seniority, two (2) departments of the Company shall be recognized, namely the Bargaining Units identified as the Operating Department and the Fueler/Cleaner Department. The departmental seniority of all employees covered by this Agreement shall be determined by the length of their continuous service in within their assigned department of the Bargaining Unit. Employees may not hold seniority in more than one (1) department of the Company. Classification seniority for part-time and full-time employees within their department shall be by their own seniority roster.

Section 3: The Company agrees to keep posted in an accessible place an up-to-date and revised seniority roster showing the name, date of hire seniority and seniority standing of all employees coming within the scope of this Agreement.

Section 4: All non-bargaining unit positions that become available at the Company's facility will be posted and any employee will be allowed to apply. Such postings will be for four (4) business days. The Company will be allowed to advertise outside the Company for such positions.

Section 5: All incoming employees into the Bargaining Units listed in Section 2 of this Article will be considered new hires for the purposes of seniority and wages (unless covered under the merger protection Article).

ARTICLE 13 **LEAVE OF ABSENCE**

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

In the event an employee 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 Company shall not be responsible for any cost for this leave.

The Union official will be responsible for the employee cost of those benefits borne by other employees (i.e., employee 401k and dependent health insurance contributions etc.).

The Company will afford the elected or appointed officer all seniority rights set forth in this Agreement while they are serving in this capacity. Additionally, the Company will also pay out any sick leave, vacation pay, or floating holidays that the full-time officer earned or accrued while employed by the Company.

Section 2. Personal Leave: When operating conditions permit, employees may be granted personal leaves of absence up to thirty (30) days, which, upon the approval of the Company may be extended to, but not exceeding, one hundred and twenty (120) days. Requests for such extensions shall be made one (1) week prior to the expiration date of the original leave.

All requests for leaves of absence, or extensions thereof, shall be in writing, dated and signed by the employee. The employer will email copies to the Union.

An employee on leave shall notify the company at least five (5) workdays before the beginning of the first shift to which the employee is scheduled to return that he/she intends to return to work as scheduled.

An employee on leave of absence waives all fringe benefits while on leave. On leaves of absence over thirty (30) days, sick leave pay and vacation pay, if they exist and are applicable, will be prorated according to the length of the leave.

If such leave is for more than thirty (30) days, the employee, in order to maintain his insurance coverage and 401k, an employee on an approved leave must make the required contributions monthly 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 to the Union.

Section 3: Medical Leave of Absence. The following will apply to all sick or disability Leave:

- A. An employee on a leave of absence due to illness or disability, excluding industrial, 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.

The Company may grant a medical leave due to illness or disability in thirty (30) day increments up to six months. In the event they have not returned to work at the end of six (6) months from the date the employee last worked, they shall be dropped from the employment and seniority rolls, provided, however, an extension may be granted if justified.

- B. No holiday or vacation pay shall continue or accrue after an employee has expended that available to them at the beginning of such leave of absence due to sickness or disability, unless such leave is for industrial reasons.

Section 4: Family and Medical Leave: Such leaves shall be granted pursuant to the Family and Medical Leave Act. . Employees may also be required to provide a certification and periodic re-certification supporting the need for the leave and extension. Denials of medical leave of absence are subject to the grievance procedure. FMLA shall run concurrently with any other medical leave of absence that can be certified as a “serious health condition.” Operators will be required to use any accrued paid personal days during any FMLA qualifying leave of absence.

Employees on a FMLA leave of absence will be responsible for insurance as provided for in section A.

Section 5: Any employee at their option may return to work prior to the expiration of the leave of absence. An employee returning from leave of absence prior to expiration of the leave shall notify the Human Resources Manager five (5) workdays prior to displacing the employee involved (excluding Saturdays, Sundays and holidays). Copies of such notification shall be sent to the proper Union official. The Operations Manager will notify the Operator holding down the returning Operator's run of the Operator's return date.

Section 6: Employees on leave of absence for personal reasons who accept employment shall be considered as having resigned.

Section 7: An employee who is absent must keep the Company advised of his current address and telephone number where the employee can be reached.

Section 8: The Company and Union agree to jointly encourage those employees off on disability, industrial or non-industrial to return to their duties at the earliest possible date.

Section 9: Any employee who accepts a position outside the bargaining unit, with the Company, at the represented location, shall be granted a forty-five (45) calendar days 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 forty-five (45) calendar days month period, they shall forfeit their seniority rights. The Company shall notify the Union within five (5) working days of all bargaining unit persons who accepts non-bargaining unit duties with the Company and the approximate duration of the same.

However, it is expressly agreed, that no covered employee will be allowed to work a position outside the bargaining unit or be given a leave of absence for this purpose more than once in a twelve (12) month period without forfeiting their seniority rights. The one time leave of absence in the twelve (12) month period is for a consecutive period of time not day to day, or week to week. If the leave is cancelled for any reason prior to the forty-five (45) calendar days elapsing, the employee shall forfeit any remainder of the leave for the current twelve (12) month period. The leave under this section and type of leave is not retroactive and shall only apply to employee requesting a leave after ratification of the contract.

ARTICLE 14 **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 force of bus operators is increased, former employees of the Company who were laid off shall be recalled in the seniority 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 15
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 16
VACATION

Section 1: All employees covered by this Agreement shall be entitled to an annual vacation as provided herein. 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 previous 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, provided such absence shall not exceed a period in excess of one (1) year.

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 be prorated their vacation 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.

Example: An employee was hired on August 1, 2013. On August 1, 2017, the employee will have completed four (4) full years of service. August 1, 2017 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.

When a vacation week is taken by an employee it shall be for the entire week starting on Monday going through Sunday and they shall be paid in accordance with section 5 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 workweek schedule for vacation time or pay in any given week.

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

FULL YEARS OF SERVICE	HOURS
AFTER COMPLETION OF ONE FULL YEAR	40
AFTER COMPLETION OF FOUR FULL YEARS	80
AFTER COMPLETION OF SEVEN FULL YEARS	120
AFTER COMPLETION OF FIFTEEN FULL YEARS	160

No employee shall be paid above and beyond their vacation allotment regardless of work schedule.

Section 4: Vacation pay shall be paid in accordance with and at the same time as the regular payroll as follows:

- A. Employees taking a week of vacation: forty (40) hours.

- B. Employees working a four day, ten (10) hour shift and taking an individual day: ten (10) hours
- C. Employees working a five day, eight (8) hour shift and taking an individual day: eight (8) hours

Section 5: All employees will bid their vacation during the first week of 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 eight (8) weekly vacation slots shall be offered throughout the calendar year. In addition the Company will offer throughout the calendar year at least three (3) vacation slot 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 his or her seniority. All vacation time must be preapproved.

Section 6: Vacations are not cumulative and must be taken in the year succeeding the calendar year in which they are earned. Employees may select to take vacation one (1) day at a time instead of full weeks.

Employees will be responsible for making sure their vacation days are scheduled prior to the end of the year. In the event an employee fails to schedule his or her available vacation in excess of the payout limitation, they shall lose all time and pay for said vacation. The Company shall be under no obligation to approve vacation in excess of the required vacation slots set out in this Section.

In the event an employee has not used their floating vacation hours by the end of the year, their remaining hours shall be paid out (up to a maximum of forty (40) hours if the employee earns less than one hundred twenty (120) hours vacation per year; up to eighty (80) hours if they earns one hundred twenty (120) hours, and up to one hundred twenty (120) hours if the employee earns one hundred sixty (160) hours. Pay out for the remaining hours shall be disbursed no later than the last payday in the month of January.

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 paid personal leave, may at his 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 un-bid 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 on not less than 30-day advance notice.

ARTICLE 17 **HOLIDAY PAY**

Section 1 All employees covered by this agreement shall receive holiday pay for holidays in accordance with the provisions as set out in this Article 17. Holiday pay shall be paid based upon an employee's average daily hours paid for the week in which the paid holiday falls. Paid holidays will include New Year's Day, Labor Day, Thanksgiving Day, Christmas Day, Independence Day, and Memorial Day.

Employees will receive time and one half for working Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Independence Day and Labor Day.

Section 2: Employees who would ordinarily work because of their work schedule and are prevented from working because of the holiday falling on their scheduled work day, will not be paid unless the holiday is one listed in Section 1, or otherwise designated by the Company.

Section 3: On holidays when reduced Service is provided, employees will bid, using the mutually agreed upon form. The Union will divide the list of employees (5) bid groups, based on seniority. The Union will post the bid groups no later than seventy-two (72) hours prior to the start of the bid process. The bid will be completed no less than one (1) week prior to the actual holiday. 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. An employee choosing or forced to work on a holiday may choose more than one (1) piece of work. No employee may choose any extra work that conflicts with his or her bid piece of work.

Section 4: 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 5: In no event shall an employee required to work on a holiday, be paid less than four (4) hours for the day.

Section 6: Employees are expected to work their scheduled days work prior to and immediately after the holiday (vacation 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, he will be considered as having worked. If an employee fails to work his scheduled workday prior to and immediately after the holiday, he will not be paid for the holiday. Miss out/ tardies and authorized absences will not apply to this provision.

Section 7: All holidays covered by this Agreement will be observed on the same day as the city of Phoenix.

Section 8. In the event there is a directive from the Company's client, which would reduce service for any workweek and it is not listed as a contractual holiday in the Agreement, 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 this Article
- Use floating vacation day (paid at run time)
- Use accrued personal paid days

Section 9. 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 10. An employee who is off sick and the reduced service day falls on a normally scheduled work day for that employee, they shall be allowed to use personal paid days identified in Article 48.

Section 11. An employee normally off on a reduced service day shall not be excluded from signing up to work.

ARTICLE 18 **INSURANCE**

Section 1: Only full-time employees who have been in the continuous service of the Company ninety (90) days or more shall be eligible for participation in the health insurance Plan offered by the Company, such Plan to be administered in accordance with the Plan's provisions. The Employee will pay the following amounts per month towards the base premium for health coverage:

Aetna AZ HMO

Category	Premium	Employee Premium
Employee	\$693.62	\$104.04
Employee + Spouse	\$1,430.33	\$286.07
Employee + Children	\$1,430.33	\$286.07
Employee + Family	\$2,013.00	\$603.90

The Company and Employee shall share in the total premium for employee only coverage for Aetna AZ HMO at an 85%/15% (ER%/EE%) split. The Company and Employee shall share in the total premium for Employee + one (1) or Spouse 80%/20% (ER%/EE%) split. Employee + Family coverage at a 70%/30% (ER%/EE%) split. The maximum annual increase for any premium will be capped at 13%. The parties agree to share in the premium cost increase at 60% Company and 40% employee cost share.

The Company will notify the Union of the amount of the premium increase each plan year as soon as possible, but no later than thirty (30) calendar days prior to the end of the insurance plan year.

Section 2: The Company will provide life insurance in the amount of \$25,000 dollars to each fulltime 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 workday, he shall be paid for such hours lost as if he had worked.

Section 5: The Company shall provide a dental care plan for all employees and their immediate families. The Company shall pay 100% of the cost for the employee's coverage. The employer's base monthly contribution to the cost of the coverage for represented employees and dependents will be as follows effective Upon Ratification:

Employee	Company Paid
Employee +1	\$45.00
Employee + Family	\$62.00

Section 6: The Company agrees to make available a vision care plan for all employees and their immediate family. The employer's base monthly contribution to the cost of the coverage for represented employees and dependents will be as follows effective Upon Ratification:

Employee	90%
Employee +1	90%
Employee + Family	90%

Section 7: The Company will continue to maintain the short-term disability insurance plan for the employees. The Company shall pay 100% of the cost for the employee's coverage.

Section 8: The Company will make available a voluntary long-term disability insurance plan to the employees at the employee's expense.

Section 9: The Union will offer other benefits on a voluntary basis to the employees which may be purchased by the employee 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 bargaining agreement. In the event N.B.C. wishes to stop offering voluntary insurance, other providers may be substituted.

ARTICLE 19 **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 day's 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 ninety (90) business days in a twelve (12) month period, without the written approval of the Union. The Union and the Company may by mutual agreement extend this period for an additional thirty (30) business days.

ARTICLE 20 **OFF DUTY**

Section 1: All employees will be off-duty nine (9) hours before reporting back to work, except when changing shifts. Employees must indicate their intention, in writing to exercise their option to invoke this rule prior to the end of the workday.

Section 2: Unless the dispatcher or scheduler has assigned a new start time to an employee invoking the nine (9) hour rule they must call Dispatch at the ninth hour and be prepared to accept work at their tenth (10) hour after their previous checkout time.

ARTICLE 21 **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.

1. The Employee will be paid what they would have worked for the day less any jury duty pay received (paperwork must be provided).

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 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 this Article 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.

When an employee is selected for trial, they will not be required to work the days that they are ordered to serve as a juror.

Section 4: Reporting Requirements

- A. All employees must call dispatch after they have determined if they must report for Jury Service.
- B. If an employee is selected to report for Jury Service, the employee will notify dispatch and will not be required to report for work and will not lose any pay for reporting for Jury Selection.
- C. Operators who are on route at the time that they are required to place the call to the court will be permitted to pull their bus over at a safe location and call. The Operator will inform any passengers that they must call for a Jury summons. The Operator will notify OCC prior to making the call.
- D. Fuelers and Cleaners will be permitted time to make the call without harm.

ARTICLE 22
NON-BARGAINING UNIT PERSONNEL

Section 1: Management personnel, dispatchers, office help, and supervisory forces of any department or mechanics shall not operate buses in charter or scheduled service on lines, provide additional services, or fuel and Clean equipment as long as employees covered by this agreement are available and willing to work. If there are no employees within their classification to fill said positions, the Company may utilize qualified non-bargaining unit personnel.

ARTICLE 23
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: Upon completion of ninety (90) calendar days of service, each full-time employee shall be eligible for an annual pass when and if the employee requests it.

ARTICLE 24
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 at least fifteen (15) calendar days in advance of posting and distribution to the employees. Such rule will become effective seven (7) calendar days after posting.

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 and operators handbook when updated. Between updates the Company will post all new rules as required by this article.

ARTICLE 25
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 employees covered by this Agreement, it is

agreed that such employees transferred shall become a part of the First Transit employee seniority roster by the "dovetail" method of merging their respective seniority. Such employees shall not suffer any loss of years of service as a result of such transfer of employment. Transfers of employment under this Article 26 shall be subject to the Company's normal employment screening procedures.

ARTICLE 26 **PHYSICAL EXAMINATION**

Section 1: Fitness for Duty:

The Company may at its expense at any time, require a fitness for duty examination by a doctor of its choice to determine the physical fitness of an employee to continue employment. An employee so examined may if they take exception to the results of the examination be examined at their own expense by a doctor of their choice to verify the findings of the doctor designated by the Company. If the findings of the two doctors are not in agreement a third doctor selected jointly by the employee and the Company, may examine the employee.

Both the employee and the Company will accept the majority opinion of the three doctors as final. The cost of the third doctor shall be borne equally by the Company and the employee.

In the event an employee fails to pass a fitness for duty examination as required by the Company such employee's physician will be advised of the reason for their failure to pass and the employee's physician will be provided, with employee consent, with a copy of his examination.

When the Company exercises its option to send an employee for a fitness for duty test, said employee will be paid all time up to and through the initial physical exam. In the event the initial physical examination by the Company doctor as outlined in section (1) indicates an employee is fit to perform their duties; such employee shall be paid and/or reimbursed for all lost time and benefits (wages, holiday, vacation, sick time/pay etc.).

Section 2: Department of Transportation Physicals:

If an employee exercises their option to take the required D.O.T. physical on their time off, they will be paid the documented time spent at the examination facility to take such physical during the month in which the physical is due. Operators will be given a complete copy of their D.O.T. Certification paper work upon passing their physical from Concentra. The Company will assist the employees by faxing over the medical forms to the D.O.T. The employee is responsible for insuring that the forms for renewal are turned in prior to their current expiration. Failure of an employee to take their bi-annual physical examination during the month in which it is due may result in disciplinary action. Employees will be permitted to use any Concentra location in the greater Phoenix valley, provided the doctor appears on the "National Registry of Certified Medical Examiners" found currently at www.fmcsa.dot.gov.

When an employee in the bargaining unit cannot obtain a D.O.T. Certification for any reason, such employment status will be handled on a case-by-case basis between the Company and the Union with final decision being rendered by the Company.

ARTICLE 27 **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 12:00 p.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 three (3) 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.

ARTICLE 28

LOST ARTICLES AND TAGS

Section 1: All lost and found items will be reported to the Operations Control Center (OCC).

Section 2: Operators will turn lost and found items not collected during their shift to the dispatcher at the conclusion of their shift. Upon written request, the Union will be provided the Company log.

ARTICLE 29 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 and the Union will make every effort to comply with all safety rules promulgated by the state of Arizona and The federal government.

Section 4: The Company will establish a safety committee, which will include at least one (1) employee Union representative that the Union President or their designee will appoint. The committee shall meet monthly and make such recommendations to the appropriate department as they deem required in the interest of maintaining safe working conditions for the employees. Copies of the minutes are to be sent to the Union.

ARTICLE 30 ACCIDENT REPORTING

Section 1: Employees who experience an accident are required to complete an accident report before leaving work for the day, except when medical treatment is necessary, and then must be completed as soon as possible. Employees will be paid actual time to complete the accident report, and such time will be considered time worked for purposes of overtime calculation. The employee is entitled to a copy of any report he provides to the Company. If an employee is required to complete such an accident report at any place other than the Company's office, the employee shall be paid for the actual time required, including travel time.

Section 2: The Company will make the initial determination of accident preventability and provide it to the employee in writing. If the preventability is appealed, then the employee in question will have their case heard in front of the ARB. Employees must file such appeal within seven (7) calendar days of the date of the written preventability determination notice to the employee.

Section 3: The A.R.B. shall review preventability issues only regarding motor vehicles accidents and shall not determine discipline questions. Discipline rendered as a result of a decision that an accident was preventable is subject to the Discipline and the Grievance & Arbitration Articles of this Collective Bargaining Agreement upon final determination of preventability by the A.R.B., however, the determination of the A.R.B. may not be appealed.

Section 4: The A.R.B. will be made up of equal numbers of bargaining unit members and non-bargaining unit members, and a mutually agreed upon (between the Company and Union) Safety Specialist (DPS, National Safety Council, etc.). The A.R.B. will consist of three (3): one representative of the company, one representative chosen by the union and the Safety Specialist. The Union shall have the right to select the

bargaining unit member.

Section 5: The A.R.B will meet to discuss the accident, and will be provided all relevant accident files, picture and other applicable information. The safety manager will prepare a report that will go along with the file, outlining the basic facts and why he thinks the accident is preventable, but will not present to the ARB. The “preventability” ruling will be based on National Safety Council rules of preventability. This information will be provided to the ARB for review. The ARB will meet to discuss the facts of the case and will be allowed to call relevant witnesses or seek more information from either the employee or the company.

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.

Section 6: The A.R.B. will be convened monthly, if an appeal is pending. The Company shall notify the employee in writing of the scheduled date the A.R.B. will meet to consider the appeal, no later than seven (7) calendar days prior to the meeting. In the case of an accident that results in termination, the A.R.B. will be convened not later than seven (7) days after the terminated employee files his or her appeal. The employee who filed the appeal will have the right to present their version of events and facts to the A.R.B. during the hearing, and may be present at the hearing of their case. The Company shall make necessary arrangements to allow the employee to appear.

Section 7: The ARB will conduct their investigation and, when complete, vote on the preventability of the accident. The votes will be anonymous.

ARTICLE 31 **STUDENT INSTRUCTOR ALLOWANCE**

Section 1: Operators selected, as line / cadetting instructors shall receive additional compensation of one dollar (\$1.00) per hour for each hour they are assigned to instruct student operators. Instructor’s /cadetting 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: A line /cadetting instructor program will be maintained. The Company shall endeavor to fairly select the overall best-qualified operators for line 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 32 **UNIFORMS**

The Company will provide employees with their initial set of uniforms which consist of five (5) authorized shirts and five (5) authorized bottoms (shorts, pants, skirts, or skorts) of the employees choosing. Effective one (1) year following the initial issue of the employee’s uniforms, the employees will be provided a uniform allowance of two-hundred thirty (\$230) dollars of which one hundred (\$100) dollars will be included in the employee’s paycheck to be used for purchasing approved uniform items. Each year thereafter the uniform allowance will be two hundred and ten (\$210) dollars of which one hundred (\$100) dollars will be included in the employee’s paycheck. The uniform allowance will be in the form of a certificate, which the employee can present to the uniform supplier.

PPE and high visibility apparel, provided by the Company are to be worn by employees while in the bus yard, when outside a vehicle and in morning traffic (e.g., bus break down, putting out cones), and any time while on duty that an employee crosses traffic. PPE and high visibility apparel do not have to be worn by employees while inside a building, while driving, or while in the employee parking lot. The Company will follow the standard progressive discipline established in Article 8 of the CBA and a violation will not be considered a serious safety violation.

Effective July 1, 2015, all previously issued polo-type shirts will no longer be acceptable. The two (2) shirt

options will be:

1. The current white uniform shirt
2. A new button down shirt that is “straight cut” or “camp” shirt that does not require an employee to tuck. This option is subject to the written approval by the City of Phoenix. If such approval is provided, the Company agrees to pay only the same amount of money for the “camp” shirt as the white shirt. Any additional cost for the “camp” shirt will be the responsibility of the employee wishing to wear it.

Any additional expenses created by the Company through changing the uniform will be borne by the Company.

Fuelers/Cleaners

The Company will provide employees (Fuelers /Cleaners) with all uniforms which will consist of no less than eleven (11) authorized shirts and eleven (11) authorized bottoms (shorts, pants, skirts, or skorts) of the employees choosing. In addition the company will supply two uniform jackets per employee. The Company shall provide the cleaning for all uniform items. These uniforms will be replaced with new items at least once per year at the Company’s expense. In addition each Fueler /Cleaner will be reimbursed up to one hundred (\$100) dollars annually for the purchase of safety shoes. This payment shall be made each year during the month of their anniversary in which they were hired.

The Company will make available suitable protective clothing for the employees working in the wash rack area, for steam cleaning and for other jobs when necessary. All equipment will be supplied by the Company to include but not limited to (goggles, safety masks, rubber aprons, rubber boots, rubber and latex gloves, reflective safety vest, water resistant suits).

Non-prescription safety glasses will be provided for all hazardous work areas. If an employee wears prescription glasses then safety goggles that fit over the employee's glasses will be provided.

ARTICLE 33 **VEHICLE EQUIPMENT**

Section 1: The Company shall properly maintain all vehicles.

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: All buses shall be equipped with an adjustable spot mirror on each side.

Section 4: All operators are responsible for picking up trash (i.e. newspaper, food in operator's area, etc.) at the end of their shift.

Section 5: 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.

ARTICLE 34 **TOILET FACILITIES**

Section 1: The Company shall work with the Union to arrange for adequate toilet facility for Operators use on all routes. An up-to-date list shall be maintained jointly by the Company and the Union. The list will be updated no less than every six (6) months.

ARTICLE 35 **EXTRA BOARD WORK RULES AND PROCEDURES**

The Company and Union will negotiate all Extra-Board Work Rules and Procedures in the Extra Board Committee. There will be equal representation from the Union 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 to the membership of Amalgamated Transit Union. If the membership does 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.

Section 1: All extra work will be worked off the Extra Board first.

Section 2: Operators working the Extra Board shall be guaranteed a minimum of forty (40) hours of work each week provided they are available and accept-all work offered them. Time worked on regular days off shall not be used in computing the minimum weekly pay guarantee.

Section 3: An Extra Board Operator, while working a regular run, shall be classified and paid as the regular Operator.

Section 4: The Extra Board Work Rules Committee will meet no less than once every "General Bid" to discuss and negotiate changes as needed to present to the membership of Amalgamated Transit Union.

Section 5: During the General Bid, all available Extra Board assignments will be posted with two (2) consecutive days off each.

Section 6: The Extra Board Work Rules and Procedures will be a separate document and will be printed with copies available to all employees.

ARTICLE 36 **CHOICE OF WORK ASSIGNMENTS**

Section 1: A seniority list shall be determined in accordance with the combination of the Operators' date of employment and their score on the training final examination, in the First Transit operating department only, in the following manner.

Date of employment to be determined by a combination of ranking formulas when two or more employees are trained simultaneously, as stated below.

1. Ranking score as determined by lottery drawing at time of final exam.
2. Score of final exam ranking of all affected employees.
3. Rankings added together.
4. Final cumulative ranking determines seniority.
5. Ties broken by alphabetical tie-breaking using letters of last name progressively until tie is broken.

Employee's seniority in the Fueller /Cleaner department shall be determined by their date of employment; Ties broken by alphabetical tie-breaking using letters of last name progressively until tie is broken.

Section 2: The Company and the Union agree that the present seniority list is a current list and a copy of said list is attached and made part of this Agreement.

Section 3: Seniority order shall govern the choices of regular work assignments as provided herein.

Section 4: It is the responsibility of all employees to make themselves available to complete all system bids.

Section 5: General 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.

The Company will provide all information necessary to produce the general bids. The items necessary are as follows, but not limited to; work assignments to include paddles, days off, size of bus (which could be changed by the Company based on operational needs and availability), current list of employees in seniority order by department, employees work status, current contact information, and bid books for each bid.

Prior to the posting of the bid, Company representative(s) and Union representative(s) will review the assignments of work to be posted to ensure compliance with this Agreement.

Section 6: The Company agrees to pay two (2) bargaining unit employees, as designated by the Union, a maximum of ninety-six (96) hours each to produce and conduct the bid. In addition the Company will supply a room and the means necessary to copy all information required by the bid. Bidding procedures established by the Union will be posted at least seventy-two (72) hours in advance of each bid; after which the Union will have at least two (2) weeks to complete the bid selection process. The Union representatives who conduct the bid will determine the bid groups. The groups will be evenly divided by the amount of employees. The parties agree that the final group may not be even. In the event the Union is unable to complete the bid within the two-week period, the Union and the Company will work together to complete the bid process.

Section 7: At the conclusion of each days bid the Union will turn over to the Company a list of awarded pieces of work.

ARTICLE 37 **RUN AND TIME REQUIREMENTS**

Section 1: All Operators shall be paid for time worked according to assigned pieces of work. These assigned pieces of work include paid time for pre-trip inspections and post-trip inspections. Any employee relieving in a car will receive five (5) minute pre-trip inspection time.

Section 2: Regular Operators who do not desire to work extra may refuse it, unless a need exists for additional Operators to fill known work. In such instances the work will be assigned by inverse seniority. Under this section when forcing work an operator will not be forced more than twice in any calendar month. If a need to force more than twice a month the Union and the Company will promptly meet and discuss the best resolution for the situation at hand.

Section 3: In the event an Operator is relieved or sent to the garage prior to completion of his run or assignment for any reason other than disciplinary or as the result of illness, the Operator will be paid the same as had he completed his run or assignment, provided he remains at the garage and is available for emergency work. Emergency work shall be defined as any work arising after posting work assignments for the next day. Operators under this guideline shall not receive any additional work if there are available Extra Board Operators on show up.

Section 4: A scheduled split or break of one (1) hour 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) split or break that is not paid for.

Section 5: The Company agrees to make at least fifty-five percent (55%) of the regular runs straight runs.

Section 6: No Operator shall suffer loss of pay time on a run due to a change in schedule of his run.

Section 7: Operators must participate in surveys at the direction of the Company. All time spent participating in such surveys will be paid ten (10) minutes.

Section 8: Eating or drinking during breaks in schedule is permitted as long as the Operator stays with his coach and does not cause any delay in schedule.

Section 9: All hours worked in excess of forty hours (40) during the work week, will be paid for at one and one half times (1 ½) the Operator's straight time hourly rate of pay.

Section 10: An Operator relieved on the line or while on charter shall be paid travel time to the garage. In the event an operator makes a relief on a line or charter other than at the yard, travel time will be paid to the relief point, and commencing from the time the operator is dispatched from the garage. Any regular run

that requires an Operator to travel to a terminal or yard to complete the run shall have travel time included in the run.

Section 11: Operators who are required to turn in time slips, charter slips, lost and found items, and passenger survey cards shall be paid actual time to do so (time slips for vacations, sick leave, bereavement, etc. excluded).

Section 12: The Company will make all full time runs pay no less than forty (40) hours per week (including all time allowances) effective the first bid following ratification of the Collective Bargaining Agreement.

Section 13: Fuelers and Cleaners will not have split work shifts.

Section 14: Effective the first bid after ratification of this Collective Bargaining Agreement the Company will cut runs to incorporate no less than seventy-five (75%) percent of the bid packs having the same run and schedule each day of the week excluding Saturday and Sunday.

Section 15: Effective the first bid after ratification of this Collective Bargaining Agreement, no run will exceed twelve hours and thirty minutes (12.5) total spread.

Section 16: No employee will be required to walk to any location to make relief. All employees will make a relief with a vehicle.

ARTICLE 38 **CHARTERS**

Section 1: Operators will be paid for actual time worked, with a minimum of two (2) hours paid.

Section 2: In the event of a partial cancellation of a multi-bus charter, requested operators shall work first. Seniority rights of other operators prevailing for the remainder of the operators needed.

Section 3: Regular or Extra Board operators who obtain a charter for the Company may be assigned that charter at their option.

Section 4: Operators who have accepted requested charters on their regular day to work must give up their regularly assigned work for that day and the requested charter becomes their day's work. Operators shall have a onetime option to give up their assigned work and shall be considered as having vacated all future rights to that requested charter and it shall be assigned according to seniority and availability.

Section 5: Operators will be assigned on the basis of request seniority, qualification, availability, and training.

ARTICLE 39 **EMPLOYEE WAGE RATES**

Section 1: The straight-time base hourly wage rate for Operators and Fuelers/Cleaners shall be as follows:

Wage Increases. The following will be the wage step progressions for the employees covered by this agreement.

Employees not at top wage will receive wage increases on their anniversary date of hire and on July 1st each of the covered contract years in the amount as specified below.

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

OPERATORS

Year	Current	7/1/2014 3.0%	7/1/2015 3.0%	7/1/2016 3.0%
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After Training*	\$12.62	\$13.00	\$13.39	\$13.79
After 1 years	\$13.43	\$13.83	\$14.25	\$14.68
After 2 Years	\$14.73	\$15.17	\$15.63	\$16.10
After 3 Years	\$16.02	\$16.50	\$17.00	\$17.51
After 4 Years	\$17.30	\$17.82	\$18.35	\$18.90
After 5 Years	\$22.66	\$23.34	\$24.04	\$24.76

FUELER/CLEANERS

Year	Current	7/1/2014 3.0%	7/1/2015 3.0%	7/1/2016 3.0%
After Training*	\$12.39	\$12.76	\$13.14	\$13.54
After 1 years	\$12.93	\$13.32	\$13.72	\$14.13
After 2 Years	\$13.46	\$13.86	\$14.28	\$14.71
After 3 Years	\$14.00	\$14.42	\$14.85	\$15.30
After 4 Years	\$14.54	\$14.98	\$15.43	\$15.89
After 5 Years	\$15.60	\$16.07	\$16.55	\$17.05

The training rate is established at \$11.00* per hour

* The Company may upwardly adjust the “after training” rate but in no case shall the adjusted rate be greater than any wage rate currently being paid to 2nd progression employees. If the Company chooses to do such they shall inform the Union 10 days prior to such change to discuss the need for such modification.

ARTICLE 40
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 41
ASSIGNABILITY

Section 1: This Agreement shall be binding upon the successors and assigns of the parties.

ARTICLE 42
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 43
EXISTING RECORDS

Section 1: All employee records, including disciplinary actions, attendance records, and safety records, existing at the effective date of this Agreement shall remain in their records. Such records shall be subject to the various time frames described in this Agreement for disciplinary actions if existing records would result in termination at contract signing, then one exception will be given under the rolling measurement period.

ARTICLE 44
TELEPHONE AND ADDRESS RESPONSIBILITIES

Where possible, 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 (or Operators coming off of runs) will be placed on a days-off list in order of their full-time or part-time seniority. Full-time Operators will be used for day off work prior to any part-time employee. Operators must initial this list by their name on the day(s) they are requesting extra work. Day off Operators shall consist of any operator on a day off wanting extra work. Day off 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 workday are not available for the work to be filled.

Day Off Work Procedures:

Section 1: Day off Operators shall consist of any 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, and 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 day's 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 three (3) work days with pay,

for each occurrence. In addition employees may take an additional two (2) workdays unpaid in state, or five (5) workdays unpaid out of state or ten (10) workdays unpaid out of country for bereavement leave. In addition employees may choose to use their earned vacation and/or personal paid days they 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 **PERSONAL PAID DAYS**

An employee shall receive a total of nine (9) "Personal Days" with pay per year. The annual basis for the accrual for personal days shall be earned at a rate of (.75) days per month. The personal days shall be credited using a January 1 – December 31 year. Personal Days are 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 be prorated their personal days from their hire date until December 31st the first calendar year. They can then use their prorated Personal Days starting January 1st through December 31st the following calendar year of employment in which they were hired. The Company will offer at least four (4) personal day slots per day throughout each calendar year. Should the Company determine that additional employees may be off at any one time, the availability will be posted.

Employees may request a Personal Day off with at least seven (7) calendar days advance notice to the Company. Personal Days that remain unused as of December 31 each year will be cashed out to the employee.

In the event an employee separates their employment from the Company for any reason other than during their probationary period they shall be cashed out all personal paid days on a prorated base.

Effective January of 2017, employees will receive a total of eleven (11) personal days.

ARTICLE 48 **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 Company contributions. 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 49 **WORKING CONDITIONS**

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

Trash removal for Fueler/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 biohazard 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 50 **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 **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 Committee will be composed of four (4) members assigned by the President Business Agent or designee. The Company Committee shall be composed of four (4) members of management selected by the General Manager who he or she deems necessary to achieve the LMC goals. Any issue which is the subject of a pending grievance shall be excluded from resolution by the LMC.

ARTICLE 52 **RETIRED OPERATOR SUPPLEMENTAL INCOME PROGRAM (ROSI)**

Section 1: The ROSI program is designed: 1) to offer retired First Transit Inc., 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, Personal Paid Days, Holiday Pay, Insurance, Retirement, Uniforms, Extra-Board, and Run and Time Requirements.

Section 3: ROSI Operators will not exceed more than twenty (20) total Operators of the combined part time and ROSI Operators total. Seniority of ROSI Operators will have priority over seniority of part time Operators for the selection of bid work. The total number of ROSIs and part time Operators will not exceed more than seven percent (7%) of the total full time Operator work force. In the event there are less than twenty (20) available ROSI Operators, the Company may hire regular part time Operators up to the maximum.

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 workweek. 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 locations 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.

Employees choosing to move from part-time to full-time or vice versa will go to the bottom of that seniority roster for bidding purposes. ROSI and part-time Operator seniority lists will be separate from each other and from the full-time seniority roster.

Section 9: Skipping a Bid:

ROSI operators may skip a 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 32 of this Agreement.

ARTICLE 53
PERFORMANCE BASED INCENTIVE

Upon ratification:

In recognition of excellent performance, the Company will provide full-time Operators additional incentive payments monthly, quarterly, and annually, on a rolling twelve-month basis, in accordance with the following schedule.

- a. Each full-time employee who have all of the following: no preventable accidents, perfect attendance, and not cited by the City of Phoenix for uniform violations will receive a \$50.00 (fifty dollars) bonus each month.

b. For each Quarter, each employee who has made the bonus for each month of the quarter will receive an additional \$100.00 (one hundred dollars).

c. For each year, each employee who has made the bonus for each of the four quarters will receive an additional \$250.00 (two hundred fifty dollars).

ARTICLE 54
DURATION-TERMINATION-RENEWAL

This Agreement shall become effective July 1, 2014 and shall remain in effect until and including June 30, 2017.

Such Agreement shall be automatically renewed from year to year thereafter, unless either party desiring to terminate or alter same 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 _____ 2015, but as of July 1, 2014.

Amalgamated Transit Union Local 1433:

First Transit:

Robert Bean

Nick Promponas

Date

Date

Michael L. Cornelius

Date

Dwayne Session

Date

Dana Kraiza

Date