



COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TRANSDEV SERVICES, INC., PHOENIX
DIVISION

AND

AMALGAMATED TRANSIT UNION,
LOCAL #1433

EFFECTIVE JULY 1, 2015 THROUGH JUNE 30TH, 2020

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VISION STATEMENT

Our vision is to maintain a motivated, positive, flexible and customer-service driven workforce who are self-directed, compensated equitably, safety-oriented and able to work harmoniously, to provide excellent customer service at all levels. Job security through long-term employment shall be enhanced through fair wages and benefits, coupled with flexible compensation which rewards employees for cost savings, waste reduction and methods of expanding profits. The goals set for this effort would be a highly respected, cost competitive, internationally and nationally recognized Transit Company that is aware of the need for continuing dedication to customer service and continuing growth through employee involvement in all areas of the company's day-to-day operation of the business. All employees will be encouraged to participate in job-related training or college classes in order to perform multiple tasks, to increase their value to the company and to increase their sense of pride and ownership in the company's goals and challenges. The final reward will be the success of the company through employee participation through the Partnering concepts and safe, cost-competitive service in order to provide excellent customer service that will set the standard for the mass transit industry.

ARTICLE 1 PARTIES TO AGREEMENT

This Agreement is made and entered into this 16th day of January, 2016 by and between Transdev Services Inc., Phoenix Division herein referred to as the "Company," and Amalgamated Transit Union Local 1433, hereinafter referred to as the "Union," collectively known as "the Parties." Unless otherwise specified in this Collective Bargaining Agreement, all provisions will take effect upon date of ratification.

It is agreed that the Parties may, upon ninety (90) calendar days written notice open the Agreement for the purpose of re-negotiation of the requested Articles or Sections, should both Parties agree to re-open. Any changes to the Agreement language shall require a majority ratification vote of the Union in order for the change to be adopted.

Should the Parties fail to reach agreement on a change to the Agreement during any said re-opener, the Article(s) in question shall remain unchanged.

ARTICLE 2 WITNESSETH

The welfare of the Company and its employees alike is dependent upon the character and efficiency of service rendered by the Company to the public.

Improvements in service, and economy in operating and the maintenance expense are promoted by cooperation between the Company and the Union. When the parties responsible for better service and improved efficiency share fairly in the benefits resulting from their joint efforts, further improvements are encouraged.

The purpose of this Agreement is to provide an understanding between the Parties 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 hereto contract and agree as follows:

ARTICLE 3 RECOGNITION

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

Jurisdiction of the union and the appropriate unit for collectively bargaining are defined as embracing all operating employees included within the classification of employees as set forth in the Wage section of this Agreement.

Section 2: The Company and the Union each agree that there shall be no discrimination by either party against any employee, Union member, or any other individual because of race, color, religion, gender, national origin, age, sexual orientation, gender identity, marital or veteran status, the presence of a non-job related medical condition or disability, or any other legally protected status. The Parties each agree to comply fully with all the provisions of the Federal, State and Local Labor and Employment Laws, and all other laws pertaining to employment on account of any prohibited factor, as the same may from time to time be in effect and applicable to it, as well as all other similar laws.

Section 3: 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. When the term "employee" or "operator" is used, they shall have the same meaning and are interchangeable.

Section 4: Definitions:

Domestic Partner- for all purposes under this collective Bargaining Agreement the parties agree to define domestic partners as individuals in a same-sex or opposite sex relationship with the employee where the relationship satisfies one of the following requirements:

- The couple has registered the domestic partnership with a governmental body per state or local law or,
- The couple is in a committed long-term relationship and each partner is at least eighteen (18) years of age, share a common residence, (cohabitating for at least six (6) months per year), is jointly responsible for one another's living expenses, is capable of consenting to the relationship, is not married or is not a party to another domestic partnership and is not related by blood in any way that would prevent them from being married in their state of residence or, verification can be by registration certificate, license, or other legal document or the form of certification used by the Parties.

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

- A. Business Days: Monday-Friday and excludes weekends and holidays.
- B. Calendar Days: Each day of the calendar year.
- C. Days not specified will default to "calendar days."

ARTICLE 4 REPRESENTATION

Section 1: It is mutually agreed that all business pertaining to this Agreement shall be transacted between the properly accredited officers or agents of the Company and the regularly elected officers of the Union, and duly appointed Stewards and committees thereof; composed of Operators of the Company, or an international officer of the Amalgamated Transit Union, or an attorney duly licensed to practice as such, on all questions that may arise under and within the terms of this Collective Bargaining Agreement.

Section 2: The Union agrees to furnish the Company with an up-to-date list of all officers, Stewards and committee members and will immediately notify the Company of any changes hereto.

Section 3: The Union shall be given the ability to address the students in each training class up to sixty (60) minutes per training class. This will be at a mutually agreed upon time. The purpose of this presentation is to provide Operators with information regarding the Amalgamated Transit Union on both a local and national level and to provide information on the Collective Bargaining Agreement, dues structure, and other specific benefits the Union offers. Newly hired or promoted Transdev Managerial and Supervisory

staff will be welcome to attend the presentations (no more than two (2) at any one time unless mutually agreed upon by the parties) A deliberate violation of the scope and intent of this section will be reviewed by the Parties and may result in the loss of such privilege.

Section 4: The Union will continue to use the same size bulletin boards as it has been using for the duration of this Agreement for the posting of official Union notices, meetings and all other matters pertinent to the Union. The boards will be placed in the Operator break rooms. The Union will have sole access and control of the Union bulletin boards. Such notices will not include religious, political, derogatory, inflammatory or discriminatory notices. The Union agrees that the bulletin board will not be used to intentionally post any material derogatory of the Company or its Clients. Union officials will be granted access to maintain the Union bulletin board. If a posting becomes a concern the Union will remove it and meet with the Company in an expedited meeting.

Section 5: Union Officials or their representatives not employed by the Company will contact the appropriate Company Officials prior to their arrival at any Company work site and must follow the same rules and regulations as visitors (obtain visitor pass, sign in and out with Security etc.).

Section 6: Union officials (excluding full-time officers) and/or Operators designated to serve on or be part of any committee (i.e. Scheduling, Safety, Extra Board, Uniform, Wellness, Labor/Management) shall be paid for all time spent in the performance of these duties. In addition, these members will not suffer any loss of wages or benefits due to involvement with these committees. It will be considered as authorized Company paid time.

Section 7: The Company shall be given twenty-four (24) hours prior written notice by the Local Union on all requests for Union Officials and Operators to be pulled from their assigned duties with the Company. The twenty-four (24) hour requirement may be waived upon mutual agreement between the Company and Union.

Section 8: The Officers or the Stewards of the Union for this property shall be permitted reasonable time to investigate, present and process grievances on the company property.

Section 9: Anytime notification is required between Parties it will be made to one another in writing either by e-mail, or U.S. mail. The Parties seek to improve communications through face-to-face meetings, including labor-management meetings. See Article 54. In addition, to improve the efficiency of written communication, the Parties agree to commit to use email for communication, except as provided below.

- a. Each Party will designate at least one (1) email address to which the other Party may transmit email. The Parties will establish the appropriate methods and personnel to send and or receive such communication.
- b. The Parties will strive to-assure that all email and other written communication is professional and will avoid inappropriate language, sarcasm or personal attacks. Further, timeline expectations for all written responses will be realistic and reasonable. If this provision is not honored, the Parties will meet within ten (10) days to discuss the challenges and if not resolved, a Party may elect to send and receive written communications by mail.

Section 10: When members are to be chosen to represent the Operators of the bargaining unit for any committee, the Union President/Business Agent or designee shall appoint them.

ARTICLE 5 COOPERATION

A spirit of cooperation between the employees and Company is essential to the efficient operation. All Parties involved in the application, administration and abiding by this Agreement shall conduct themselves as to promote

cooperation. The responsibility for a successful relationship rests equally with the Company and the employees. In this spirit, the Company and the Union agree that they will abide by the following:

- A. Provide fair treatment of said employees.
- B. Provide for the amiable adjustment of disputes which may arise out of the application or interpretation of this Agreement.
- C. Labor-management meetings shall be held at least quarterly to consider and endeavor to settle any and all complaints, grievances, and differences that may arise during the life of this Agreement. A mutually agreed upon annual schedule will be created to ensure availability of parties.
- D. All employees shall strive to treat each other with respect and offer full support in the performance of their duties.
- E. Mutual interest is enhanced when the parties work jointly to resolve those issues that affect the Company and its employees.
- F. The employees shall strive at all times to perform their duties in an efficient manner; they shall operate and handle the Company's equipment and facilities carefully, safely and with the utmost regard to the safety of passengers, the general public 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 give the riding public courteous and respectful treatment at all times, to the end that the Company's service may improve and grow; and they shall at all times to use their influence and best endeavors to preserve and protect the interest of the Company and cooperate in the promotion and advancement of the Company's interest.

ARTICLE 6 MANAGEMENT RIGHTS

The Union recognizes the right of the Company to determine its policies and to conduct, manage and control the operation of its business so long as the above does not conflict with any provisions of this Agreement. The Company will keep posted on the bulletin board, an up-to-date list of appointments of local supervisory personnel to whom the Operators are subject to report.

Management has the right to determine the number of employees it will retain in its service at any time.

ARTICLE 7 MODIFIED/LIGHT DUTY

Section 1: The Company, if work is available has a light duty program for Operators who have received a work related injury. The Company shall determine availability of work. Such program shall be directed towards bringing the injured Operator back to work in a capacity that will be beneficial to the employee and the Company. All light duty assignments are temporary and subject to change without notice. Compensation for light duty assignments shall be at the Operator's regular rate of pay. Eligible Operators are those Operators suffering an on the job injury, for which injury is covered by Arizona Workman's Compensation, and resulting in their inability to perform the essential duties of their position. The Company shall determine the length of such light duty assignment and also the number of light duty assignments at any one time.

Section 2: Availability of light duty positions will be offered to Operators based on the time and date of injury. As long as an Operator is able to perform the light duty assignment as approved by the Operator's assigned doctor no Operator will be passed over for assignment. Assignments shall not exceed a maximum of ninety (90) days with a possible twenty-eight (28) day extension.

Section 3: The Company shall determine the hours of Light Duty Assignments in accordance with the Doctors

restrictions.

Section 4: An Operator while on light duty will suffer no lost benefits (sick, vacation, or floating holidays accruals).

Section 5: All light duty assignments will consist of a minimum as prescribed by the treating physician and a maximum of eight (8) hours per day. They will have at least two (2) paid fifteen (15) minute breaks and one (1) unpaid lunch of one half (1/2) hour.

Section 6: Doctors' appointments for the injury which qualified the Operator for the light duty program may be scheduled during their scheduled work time but the Operator shall not be paid.

Section 7: Absences from work while in the light duty program shall be subject to the Attendance Policy contained in the Agreement.

ARTICLE 8 PROBATIONARY PERIOD

Section 1: The probation period is to provide a trial period in which the Company can judge the new employee's ability, competency, fitness, and other qualifications, to perform the work for which he is employed. Such probationary period shall be ninety (90) calendar days.

Section 2: Unless excluded elsewhere in this Agreement, all rights, benefits and privileges, including the application of grievances and arbitration procedure, shall be applicable to probationary employees, except the judgment of the Company regarding a probationary employee's termination shall not be subject to the grievance and arbitration procedure.

Section 3: Probationary employees while in the training period are not covered by this Agreement. The Company shall have the right to determine the length of the training period.

ARTICLE 9 STRIKE AND LOCKOUT

Section 1: Neither the Union nor the Bargaining Unit employees will engage in any strike, slowdown, work stoppage, sympathy strike, bannerng or any other type of demonstration or any concerted action of any kind that would interfere with operations of Transdev Services, Inc., Phoenix Division; provided, however, no employee shall be discharged or disciplined by refusing to cross a legal primary picket line. In addition, this prohibition will not be effective based upon the Company's refusal to abide by the terms and conditions of the grievance and arbitration process of this Agreement.

Section 2: The Company agrees that there shall be no lockout of the Operators covered herein.

Section 3: The primary purpose of this Article rests in the mutual desire of the parties to this Agreement to provide uninterrupted transportation service to the citizens and residents served by the Company by resolving disputes through the grievance and arbitration process.

ARTICLE 10 LEAVE OF ABSENCE

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

In the event any Union official is appointed or elected to a full-time position with the Union, the Union may request that the company keep the official on the Company payroll for the purposes of benefit

continuation.

The Union shall be responsible for reimbursing the Company for the cost of all taxes and wages paid, benefits, vacation pay, and sick leave accrual. Reimbursement shall be made by deducting from the monthly dues check the amount from the previous month's invoice. The Company agrees to provide a report showing the gross dues withheld and the details supporting the wage and benefit set off along with the net dues remittance. Said report shall be sent electronically to the e-mail address of the Union's choosing in advance of the actual remittance.

In the event the dues check off is not sufficient in an individual month to completely offset the wages and benefits, an invoice will be sent promptly to the Union and shall be payable by the last Friday of the month.

The Union official will be responsible for the employee cost of those benefits borne by other employees (i.e., employee pension 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 cash out, vacation pay, or floating holidays that the full-time officer earned or accrued while classified as an Operator.

Section 2: Personal Leave.

An Operator may be granted a leave of absence for a good and sufficient reason for a period not to exceed ninety (90) consecutive days by mutual agreement. Applications for leaves of absence must be in writing, stating the reason for the request and specifying the number of days desired. Such leaves shall be without pay and without loss of seniority.

If such leave is for more than thirty (30) days, the Operator, in order to maintain his insurance coverage must make the required contributions in advance.

An Operator 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.

Disability or Sick Leave, Benefits, and Accruals: The following will apply to all sick or disability leave:

- A. Operators with more than one (1) year of service who are off on a bona fide leave of absence, due to illness or disability that exceeds six (6) months, may continue his insurance coverage by paying the total premium as established on a group basis, each month in advance.

In the event he has not returned to work at the end of six (6) months (unless Operator is out on an approved Workman's Compensation claim or out on disability) from the date he last worked, he shall be dropped from the employment and seniority rolls, subject to the Company engaging in the interactive process and offering reasonable accommodations to persons with disabilities. Operators out on approved Workman's Compensation or disability, shall not be dropped from employment until after twelve (12) months; provided, however, an extension(s) may be granted due to disability, if justified. The Company will offer reasonable accommodations to those persons with disabilities, including accommodations that involve seniority, leave of absence and/or any other term and condition of employment.

- B. No holiday or vacation pay shall continue for an Operator on sick or disability leave that exceeds three (3) months, unless such leave is for industrial reasons (See article 13, Section 1) and further, no sick leave or lost time benefits shall accrue or continue after he has expended that available to him at the beginning of such sick or disability leave.

C. The Company may use a 3rd party administrator to administer FMLA, however the administrator is not a party to this agreement.

Section 3: Any Operator, at his option, may return to work prior to the expiration of his leave of absence. Operators returning from leave of absence prior to expiration of said leave shall notify the dispatcher before 2:00 p.m. the day prior to displacing employee involved (excluding Saturdays, Sundays and holidays). Copies of such notification shall be sent to the proper union official. The dispatcher or designee shall give notification of displacement to Operator involved.

Section 4: Operators on leaves of absence for personal reasons, who accept other employment, shall be considered as having resigned.

Section 5: An Operator on sick or industrial leave must keep the Company advised of his current address and telephone number, and give status updates to the Company every fifteen (15) calendar days (unless applicable law provides for more or less notice), or upon the expiration of a doctor's note submitted. Should the employee not comply with giving Company said status updates in accordance with applicable law or this paragraph, the Operator could be dropped from the rolls and considered a voluntary resignation.

Section 6: If an Operator of the Company shall enlist or be drafted into the Armed Forces of the United States, such Operator shall be granted a leave of absence without loss of seniority and in the order of his seniority shall take precedence over other Operators of the Company in his former line of work provided application for reinstatement is made within thirty (30) days after his date of discharge from such Armed Forces and he can meet the qualifications and requirements for the position that are in effect at the time of his return (excluding any additional formal educational requirements).

Section 7: Any Operator who accepts a position with the Company, outside the bargaining unit, shall be granted a three (3) months leave of absence, and upon his return to his regular work, he shall be reinstated to his former position without loss of seniority. In the event such employee continues in said position beyond the three (3) months period, he shall forfeit his seniority rights. The Company shall notify the Union within five (5) working days of all bargaining unit persons who accept non-bargaining unit duties with the Company and the approximate duration of the same.

Section 8: The Company and Union agree to jointly encourage those Operators off on disability, industrial or non-industrial to return to their duties at the earliest possible date, and to work to provide reasonable accommodations to those persons with disabilities.

Section 9: The Company will notify Operators in writing (if possible) if they will be required to perform or have any requirements completed prior to returning to work from any leave of absence. The notification will be done at the beginning or upon approval of any leave and a copy provided to the Union. Failing to provide said notice to the Operator will not suffer any loss of pay due to the lack of notification.

ARTICLE 11 CHECK-OFF OF MEMBERSHIP DUES

Section 1: The Company agrees to deduct from the wages of any Operator included in the bargaining unit, the regular monthly membership dues of the Union and initiation fees or other authorized assessments levied in a legal manner or the service fee equivalent, and will deposit such dues and assessments, and service fees into the union bank account on or before the fifteenth (15th) calendar day following the date in which dues or service fee equivalents are withheld from wages.

The Union agrees that no changes/corrections will be made after the file has been submitted to the Company for processing with the exception of:

a. Operator who terminates from employment;

b. Operator submits a timely revocation of their Dues Checkoff Agreement

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: The Company agrees to deduct from the paycheck of each Operator 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 the Company harmless from any and all liabilities resulting from compliance with this Article.

ARTICLE 12 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. Operators so laid off will retain recall rights and accumulate seniority rights during such lay-off. Recall rights will expire after one (1) year from the date of lay-off.

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

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

First: The Company will attempt to notify each person to be recalled to report for work by registered U.S. Mail (return receipt requested). Such letter 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. Operators 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 mailing of 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 then existing work requirements of the Company. It shall be the responsibility of the Company to retrain any recalled personnel on all new equipment.

ARTICLE 13 VACATIONS

Section 1: All Operators 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 Operator shall have worked at least eighty percent (80%) of his regularly assigned work during the qualifying year. Any Operator covered by this Agreement who has worked less than eighty percent (80%), of his regularly assigned work shall have his vacation pro-rated accordingly.

When an Operator is absent from duty due to an 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 six (6) months.

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

Section 2: For purposes of this Article only, Operators working the Extra Board 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 3: Annual vacation shall be as follows:

- A. For continuous service prior to the first of January following date of employment, pro-rata of one (1) week and may use their time as floating vacation days.
- B. For the following full year of service, one (1) week.
- C. For the next two (2) full years of service, two (2) weeks each year.
- D. After four (4) full years of service, three (3) weeks each year.
- E. After ten (10) full years of service, four (4) weeks each year.
- F. Employees with twenty (20) full years of service as of August 1, 2011, five (5) weeks each year. Employees hired after July 1, 2010 will receive five (5) weeks after twenty-five (25) years of service. The 15 employees receiving 5 weeks of vacation, who should only have been receiving 4 weeks, will be grandfathered in and keep their 5 weeks vacation during the term of their full-time employment. NOTE: This Section (Section 3F) will remain in effect until January 1, 2017, at which time it will be changed to read: Operators with twenty (20) full years of service, five (5) weeks each year.

Section 3(a): Annual Vacations shall be as follows for Operators hired after March 15, 2012.

- A. For continuous service prior to the first of January following date of employment, pro-rata of one (1) week.
- B. For the following full year of service, one (1) week.
- C. For the next nine (9) full years of service, two (2) weeks each year.
- D. Thereafter, three (3) weeks each year.
- E. This section shall remain in effect until January 1, 2017, at which time, Section 3(a) will be eliminated and all Operators will fall under Section 3 above.

Section 4: Vacation pay shall be as follows:

- A. Regular Operators shall receive the same pay as he would receive if he worked his regular assignment during the vacation period.
- B. Operators working the Extra Board shall receive vacation pay based on forty-five (45) hours per week.
- C. Floating vacation days for 10-hour work schedule will be handled as follows:

Each day taken will be charged at 1.25 vacation days. Any partial days must be cashed out at the end of the year.

Example 1: If an Operator takes four (4) days, it will be charged as 5 (1.25 x 4) and the Operator will not be eligible for any other floating vacation days.

Example 2: If an Operator bids a four (4) day run, takes one (1) floating vacation day and then returns to a five (5) day run, the day will be charged as 1.25, the Operator will have three (3) days to take and the remaining .75 day will be cashed out at the end of the year.

Example 3: If an Operator takes four (4) days of floating vacation while on a five (5) day run, and then bids a four (4) day run the remaining day can be taken at 8:00 hours pay while the Operator is on the four (4) day run or it will be cashed out at the end of the year.

All floating vacation days will be paid at run time. Cash out for partial days will be calculated based on run time. Example: An Operator has a run that pays forty-four (44) hours per week. The Operator has .75 days of vacation remaining. The cash out would be calculated in the following manner: Forty-four (44) hours divided by 5 equals 8.8 hours; 8.8 hours multiplied by .75 equals 6.60. The Operator would be paid 6.60 hours of vacation cash out.

Floating vacation days for Operators working the Extra Board are paid based on forty-five (45) hours per week or nine (9) hours per day. An Extra Board Operator would have two options:

- 1) The forty-five (45) would be divided by four (4), the Operator would be paid 11.25 hours for the day, and the day would be charged as 1.25. The Operator would then have 3.75 days remaining.
- 2) The forty five (45) hours would be divided by five (5), the Operator would be paid nine (9) hours for the day, and the day would be charged as 1.0. The Operator would have four (4) days remaining.

Section 5: The Company shall post vacation schedules not later than December 1st each year together with a seniority list. The Company shall determine the number of Operators who can be off at any one time and establish the slots of vacation in accordance with the eligibility provisions of this Article; provided, however, that not less than five vacation slots shall be scheduled each week during the year. Should the Company determine that additional Operators may be off at any one time or vacation slot exists, such vacancies shall be bid in by seniority. Each Operator shall bid a vacation in accordance with his seniority.

Section 6: Vacations are not cumulative and must be taken in the year succeeding the period in which they are earned.

Section 7: Operators may take their vacation days consecutively or in equal parts of five (5) days each.

Section 8: Operators entitled to more than ten (10) days vacation may use five days as floating vacation days. Operators entitled to four (4) weeks or more vacation may use ten (10) days as floating vacation days.

In the event an Operator has not used his floating vacation days by the end of the year, their remaining days shall be paid out. (Up to a maximum of three (3) days per year, at eight (8) hours a day). Payout for the remaining days shall be disbursed no later than the last pay day in the month of January.

The Company will make available each day all open slots for floating vacation days for the remainder of the current year. Operators will be responsible for making sure their floating vacation days that they wish not to cash out are scheduled prior to the end of the year.

Section 9: No vacation or vacation pay shall be allowed any Operator who leaves the Company for any reason during his probationary period.

Section 10: Operators leaving the Company for any cause shall be entitled to their earned vacation on a pro rata basis.

Section 11: When an illness or injury occurs that will conflict with a vacation schedule, a vacation may be rescheduled (if work conditions permit) upon Operator's request and approval of Operator's department head. If conditions do not permit, vacation pay will be paid as scheduled with sick pay benefits saved for those days in which Operators are off due to illness or injury and are not already covered by vacation pay. When vacation pay is used for sick leave purposes, as outlined above, the Operator shall be allowed to take the used vacation time unpaid at a later date (if work conditions permit and seniority is not violated).

Section 12: An Operator will be allowed to cash out any scheduled vacation days if Operator accepts the Company's request to work in lieu of the scheduled vacation. The Company's request will be done by bulletin and offered to all Operators in the selected period who have scheduled vacation. The awarding of payout will be done in seniority order.

ARTICLE 14 MANAGEMENT PERSONNEL

Management personnel, dispatchers, office help, and supervisory forces of any department or mechanics shall not operate buses in scheduled line service or charter service; as long as operators covered by this Agreement are available and willing to work (refer to Extra Board Work Rules and Procedures). However, in order to avoid an immediate delay in service to the public, a non-operator employee may drive for up to one (1) hour before being relieved by a bargaining unit operator.

ARTICLE 15 PASSES

Section 1: Upon completion of ninety (90) calendar days of service, each full-time Operator shall be issued three annual passes per household. (Transferable up to four (4) times per calendar year).

Section 2: An Operator leaving the service of the Company for any reason shall return any annual passes.

ARTICLE 16 NEW RULES

Section 1: The right of the Company is recognized to make reasonable rules that govern the operations of its business, which do not conflict with this Agreement.

Section 2: When new rules are to be adopted by the Company, the Company shall meet and discuss the intent and purpose of the rules with the Union, prior to implementation.

Section 3: All existing rules of the Company are to be updated and incorporated in the Operators manual at least yearly. Between updates the Company will post all new rules as required by this article. If no updates are necessary; the manual will be extended to the next year.

Section 4: The Company shall not issue any rule or regulation that conflicts with or violates any provision of this Agreement or establishes any hours or conditions not covered herein.

Section 5: All new rules prior to being enforced will be posted for no less than fifteen (15) business days prior to the effective start date of the new rule.

ARTICLE 17 MERGER PROTECTION

In the event any transit company, route, service, schedule, or any part thereof, is transferred to, consolidated or merged with Transdev Services Inc., Phoenix Division, it is agreed that not more than the number of employees required to perform the work involved will accompany such transfer, consolidation, or merger. Such employees transferred shall become part of the Transdev Services Inc., Phoenix Division Operator seniority roster by the "dovetail" method of merging their respective seniority. Such employees shall not suffer any loss of seniority, vacation or other rights or benefits as a result of such transfer of employment.

ARTICLE 18 PHYSICAL EXAMINATION

Section 1: The Company may at its expense, at any time, for reasonable cause, require a physical examination by a doctor of its choice to determine the physical fitness of an Operator for continued employment. An Operator so examined, may, if he takes exception to the results of the examination, be examined at his own expense by a doctor of his 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 Operator and the Company, may examine the Operator.

The majority opinion of the three doctors will be accepted as final, by both the Operator and the Company. The cost of the third doctor shall be borne equally by the Company and the Operator.

Section 2: In the event an Operator fails to pass a physical as required by the Company, such Operator will be advised of the reason for his failure to pass and will be provided with a copy of his examination by the examining doctor.

Section 3: Failure of an Operator to take his required DOT physical examination and submit necessary documentation within five (5) calendar days prior to the expiration date may result in progressive discipline. Failure of an Operator to take his required DOT physical examination and submit necessary documentation within five (5) calendar days will result in removal from service (unpaid) until such time as the required physical exam is taken and necessary documentation is submitted to the Company/motor vehicle department. Failure to take the required physical exam within ten (10) calendar days after the expiration is grounds for termination.

Section 4: The Company agrees to pay actual time for an Operator's FMCSR required DOT physicals (i.e, 3 month, 6 month, 12 month, 18 month) but will not include travel time. The Operator will be responsible to provide the Company with a time in and time out from the Company physician. The physical must be conducted at a place sponsored by the Company (example Concentra).

Section 5: It is agreed and understood by all parties that when an Operator in the bargaining unit cannot obtain a D.O.T. medical 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.

Section 6: If the Operator requests it, the Company will fax and/or mail a copy of the Operator's medical forms to the medical division of the D.O.T. If an Operator fails to complete their physical within ten (10) days prior to its expiration, the Company will still fax and/or mail the medical forms (if requested) to D.O.T. but it is the Operator's responsibility to make sure they receive it prior to their expiration of their current forms.

Section 7: The Company's sponsored medical provider will give all Operators a copy of their D.O.T. medical forms prior to leaving the examination site.

ARTICLE 19 DRUG AND ALCOHOL TESTING FOR SAFETY SENSITIVE EMPLOYEES

The Company Drug and Alcohol Policy as it pertains to safety sensitive Operators are incorporated into this Agreement by reference. The Union agrees to this portion of Company's Drug and Alcohol Policy which is a no tolerance policy and a refusal or positive test as outlined in the federal regulations will result in discharge. The Parties agree to be bound by the Federal Transit Administration and the U.S. Department of Transportation regulations regarding drug and alcohol testing. The policy as required from time to time must be modified to comply with these regulations.

The Company and the Union are committed to having a drug-free workplace. The parties also agree to be bound by all current and future federal requirements as outlined in the Federal Motor Carrier Safety Regulations for drug and

alcohol testing.

All Operators will be offered Union representation when the Company conducts all reasonable suspicion and post-accident testing. If the employee declines representation, they will sign a Union Representation Waiver form. However, under no circumstances will the collection be delayed for representative to arrive. Suspicion is not reasonable unless based upon specific, contemporaneous and articulable observations concerning behavior speech or appearance of a safety sensitive employee and observed by trained supervisory personnel.

All drug and alcohol testing will be administered by an independent third party tester. There will be no interference or involvement from the Company or the Union once the testing procedures have started.

Any Operator who is suspended from work pending test results will be paid until the results are known. After the results are known, the Company shall determine if any discipline is necessary.

To help achieve a drug and alcohol free workplace and encourage any Operator with related problems to self-refer, the Company offers a free and confidential Employee Assistance Program (E.A.P) to all of its employees. If referred to a recovery program and released to work the Operator will be subject to return to duty testing and follow up testing for a minimum of thirty-six (36) months. Self-referral must occur prior to any notice of required random, post-accident, or reasonable suspicion testing.

ARTICLE 20 SAFETY

Section 1: The Parties recognize that accident/incident prevention work is paramount to the safe operation of the Company's transportation system and that safety programs, safety meetings and general 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 accident and incident prevention work. Safety meetings are voluntary and Operators are encouraged, but not required to attend.

Section 2: The Company and Union agree to continue their efforts to prevent injury to employees and passengers.

Section 3: The Company and the Union will comply with all safety rules promulgated by the city, state, and federal government, which apply.

Section 4: The Company will provide safe vehicles to be operated by their employees.

Section 5: The Company agrees to review driving records of each Operator annually, at its mandatory paid retraining classes.

Section 6: The Company will furnish a "high visibility safety vest" (and replacement vests), hereafter referred to as "vest" to each Operator. With respect to wearing a vest, the following shall apply:

- a. An Operator will wear a vest at the following locations:
 1. While in the bus yard
 2. When outside a vehicle and in moving traffic (e.g., bus breakdown, putting out cones, etc.)
 3. Any time while on duty and out of the vehicle at any transit center.
- b. An Operator will not be required to wear a vest at the following locations:
 1. While inside a building
 2. While driving
 3. While in the employee parking lot

Failure to wear/utilize said vest as prescribed, will lead to basic standard progressive discipline.

ARTICLE 21 ACCIDENT/ INCIDENT

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

All Operators will fill out the reports as soon as possible following the accident/incident. All accident/incident reports must be turned in no later than twenty-four (24) hours; days off by contract excluded (vacation, sick, holidays, etc.). Operators will be paid actual time but no less than twenty (20) minutes per accident/incident report provided they are permitted to make the report at the garage where they complete their day's work. Additionally, Operators instructed to provide supplemental reports will be paid actual time to do such.

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

Section 2: Accidents/incidents will be judged by the Company as to preventability or non-preventability as soon as possible after the accident/incident occurs. Notification of a determination of preventability will be furnished to the Operator.

If an accident/incident is judged preventable and then reversed by the Accident/Incident Review Board, 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 Operator will be reinstated with full seniority; benefits and lost pay, and their record changed to reflect a non-preventable.

If an accident/incident is judged preventable by the Accident/Incident Review Board and is contested, it will be handled through the grievance an arbitration procedure outlined in Article 32.

Section 3: The Accident/Incident Review Board shall consist of three (3) representatives: one (1) from the Company, one (1) from the Union and a mutually agreed upon Safety Specialist (DPS, National Safety Council, etc.). They shall meet once a month, on or before the 15th of the month, if an appeal is pending for the purpose of reviewing accident reports. If the Company cannot meet the ten (10) day advanced notice for a pending case, such case will be heard at the very next month. Upon mutual agreement the Parties may implement a peer review system for the purpose of reviewing accident reports. The Company will endeavor to hold the Operator's name and identity confidential and not divulge to the Accident/Incident Review Board.

Section 4: Any Operator 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. The Operator must submit all additional material no later than seventy-two (72) hours prior to the Accident/Incident review board meeting.

The Safety Department shall post and notify the Operator and Union, in writing, by memo of the scheduled date of the Accident/Incident Review Board no later than ten (10) business days prior to the meeting, unless the accident results in termination of an Operator.

In cases in which the Accident/Incident Review Board reverses the decision of preventability, the Operator will be reimbursed for all time lost.

Section 5: In the case of an accident that results in termination, the Accident/Incident Review Board will be convened not later than seven (7) calendar days after the termination of the Operator.

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

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

ARTICLE 22 PAYDAYS

Section 1: The Company agrees that paydays shall be on a weekly basis. For Operators on direct deposit, funds shall be forwarded to appropriate financial institution(s) and available no later than Thursday at midnight of each week. All Operators shall be paid prior to the celebration of any contractual holiday when such holiday falls on pay day, the day before a holiday or the day after a holiday.

The Company reserves the right to issue electronic paystubs and paperless payroll if/when the technology becomes available at the property. The Company agrees to give at least a ninety (90) day calendar notice prior to implementation of paperless system. Operators may print pay stubs from Company provided kiosks.

Notwithstanding anything in the prior paragraph, all Operators, as of the ratification of this contract, will have the option of live check, direct deposit, or the pay card program for the term of this Collective Bargaining Agreement, and those Operators who elect to receive a live check will designate the facility at which a live check will be available prior to the effective date of each general bid.

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

ARTICLE 23 DECLARATION OF WAR

In the event of declaration of war by the United States, the provisions of this Agreement may be opened for negotiation by either of the Parties.

ARTICLE 24 LOST ARTICLES AND TAGS

Section 1: In the event passenger belongings, have been left/found on a transit vehicle, such items shall be turned in to Dispatch no later than the end of the workday.

ARTICLE 25 COURT APPEARANCE

Section 1: An Operator who suffers lost-time to consult with an attorney regarding Company business, attend court when subpoenaed as a result of witnessing or being involved in an accident, or other matters which occur while performing any duty for the Company, shall be paid at his regular rate of pay for such time lost, plus travel time.

The Operator will be required to work before or after such consultation or court appearance when possible. This will be determined on a case-by-case basis.

Section 2: An Operator who suffers lost time as a result of being required to spend a portion of his day in court on Company business, will be paid at his regular rate of pay for that day, plus travel time and will not be required to work before or after his court appearance.

Section 3: When an Operator, on his days off, is called by the Company to appear in court; be a witness; or give testimony, he shall be paid a minimum of eight (8) hours at his overtime rate of pay, provided he has physically worked forty (40) hours during the same work week, plus expenses, such as meals, mileage, parking, etc.

ARTICLE 26 JURY ASSIGNMENT

Section 1: Any Operator receiving notification to report for jury selection/assignment and so used, and who submits proof of reporting for the same, shall receive eight (8) hours regular pay for each day served. Such paid time shall be limited to ninety (90) days.

Section 2: On any day an Operator is required to call in for jury assignment, they will notify the Company. If the Operator requests to work their regular assignment they will be relieved in sufficient time to report as required by law. If the Operator is not selected for jury assignment and chose not to report to work they will receive no compensation from the Company. If the Operator reported for work and was or was not selected they will receive their regular pay as outline in Section 1. Either option will be considered an authorized (or excused) absence.

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

If the Operator is released for the day prior to 12:00 Noon, he will immediately call dispatch and be advised where and when to pick up his own run.

Section 3: Hours missed from work due to jury assignment will be counted towards any guarantee pay, as outlined in Article 45 and Article 48 of this Agreement.

Section 4: Operators assigned to the work of a jury assignment Operator may be relieved from this work at any time to allow the jury assignment Operator to regain his own run.

The relieved Operator will be paid only for the time actually worked. This section specifically exempts Article 48 Section 9 of the presently effective Collective Bargaining Agreement, as it related to jury assignment only.

Section 5: Any Operator on jury assignment will receive no Company compensation if he fails to submit verification to the Company on a timely basis. Such verification will be supplied on jury commission forms, signed by commission personnel, date and release time provided. Said forms shall be submitted for each and every day the Operator expects to be paid by the Company.

ARTICLE 27 ADDITIONAL AGREEMENTS

It is agreed by all Parties hereto that all previous Collective Bargaining Agreements between the Company and the Union, written or verbal, are hereby canceled and that this Collective Bargaining Agreement is the only Collective Bargaining Agreement in existence between the parties hereto.

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written documentation and signed by the Parties hereto.

ARTICLE 28 ASSIGNABILITY

This Agreement shall be binding upon the successors and assigns of the Parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the

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

If the transportation contract between the Company and the City of Phoenix or Regional Public Transit Authority (referred to as the client) to provide transportation service terminates for any reason, the parties to this Agreement will continue to resolve disputes pending at the time of termination up to and including arbitration.

If the Client awards a contract for the services now provided by the Company to another transportation provider, the Company will notify the Union of the name, address, and representation of such other transportation provider, when known.

In the event Transdev Services, Inc., Phoenix Division, loses the contract with the City of Phoenix, the Company will bargain over the effects of such transition with the Union.

ARTICLE 29 CONFLICT OF LAW

Section 1: It is understood and agreed that if any provision of this Agreement (or any Agreement), shall conflict with any valid state or federal law, then, and in that event, such provision shall yield and that state or federal law shall control.

ARTICLE 30 DISCIPLINE/CORRECTIVE ACTION

Section 1: It is understood and agreed that any time the Company decides to take disciplinary/or corrective action against any Operators, they will, at the same time, notify the properly accredited officials at the Union Office (by mail, or e-mail). In the event the Company wishes to counsel, or impose discipline for an alleged infraction, an Operator's attendance is required at a hearing. No Operator shall be disciplined without just cause.

Both Parties, so as to conclude the case without delay, will present all information pertinent to the case being heard. Only the information presented at the time of the hearing will be used for upholding discipline. Such hearings will be held within ten (10) days of the issuance of the corrective action notice (except days off granted by contract, Saturdays, Sundays, holidays, days off, sickness, vacation, leave of absence).

A. An Operator shall be given the basis of the charges in writing. The hearing shall not be held on Operator's days off, except in cases involving suspension. The hearing shall only deal with the charges against the Operator.

Corrective action notices will not be issued later than seventy-two (72) hours after the violation is made known to the Company (Saturdays, Sundays, holidays, days off, sickness, vacation, leave of absence excluded). When spotter reports are used for discipline, the Company has ten (10) working days (Saturdays, Sundays, holidays, days off, vacation, leave of absence, sickness, and industrial injury excluded) to counsel and, if necessary, issue corrective action notices for a violation of the rules. The ten (10) days shall begin at the time the violation is made known to the Company.

B. The Company and the Union will, at either party's request, consent to a pre-hearing conference to discuss information relative to the hearing.

If either party requests a pre-hearing conference, information pertinent to the case will be made available at that time.

- C. All hearings, counseling's or meetings which may result in a penalty will be attended by the Operator charged and a Union official may be present (if so desired by the Operator). A waiver supplied to the Company by the Union and signed by the Operator will be required if an Operator does not want Union representation.
- D. When the Company requires an Operator's attendance in a disciplinary hearing, the Operator will be paid actual hearing time not to exceed 1 hour.
- E. If, as a result of the hearing, grievance procedure, arbitration or otherwise, it is found that the Operator has been unjustly or improperly deprived of wages, then, and in that event, he shall be reimbursed by the Company to the extent of his wages lost and be reimbursed for all actual time spent in the hearings.
- F. After a penalty has been assessed, no other action shall be taken against the Operator for that infraction.
- G. All hearings will be scheduled to start no earlier than one (1) hour prior to the start of an Operator's shift or later than fifteen (15) minutes from the completion of any assigned duties unless otherwise agreed between the Company and the Union.
- H. Suspension of an Operator does not extend the time frames outlined in this Article.

Section 2: All other information or violations of the same type over two (2) years old will not be used for the basis of future disciplinary action (with the exception of preventable accidents, which remain for three (3) years).

Section 3: All discipline must be given in consecutive workdays. If an Operator on suspension is called back to work by the Company prior to having served his full suspension, the balance of the penalty days shall be withdrawn by the Company.

Section 4: It is mutually agreed that any situation arising that has unusual circumstances, the parties, without setting a precedent, may elect to change past procedure to more fairly judge the Operator's particular case.

Section 5: The Company shall present Operators with copies of all complimentary letters received from any source regarding said Operators, except those pertaining to employment references.

Section 6: No Operator will be disciplined as a result of a customer contact or third party contact unless verified.

The Company will not arbitrarily or randomly view any type of video recordings for disciplinary purposes.

Section 7: The current disciplinary penalties, will remain in place and in full force as prescribed in the current Operator's Manual (dated 2006 as updated through December 31, 2015) during the term of this Agreement. In the event a change to the disciplinary penalties becomes necessary it will be done by mutual agreement between the Union and Company.

Section 8: The Company shall monitor/review all triggered events reported on the SmartDrive System installed on any Transdev vehicle. All events found (and verified) to be in violation of State Law, Federal Motor Carrier Safety Regulation, or Company Rule/ Policies shall be subject to the discipline process.

Section 9: Preventable Accidents

Transdev's goal is zero accidents.

- a) **Determination**
Each accident will be reviewed by the Company who shall render a decision of preventable and non-preventable and shall notify the Operator as soon as possible after the accident occurs. The safety and training Department shall use the National Safety Council's book "A Guide to Determine Motor Vehicle Accident Preventability" as a guideline.
- b) **Definition**
The Company will follow the National Safety Council's Definition for a preventable accident as follows (or as modified by the National Safety Council) "Any accident involving an organizational vehicle which results in property damage and/or personal injury, regardless of who is injured, what property was damaged, to what extent, or where it occurred, in which the driver in question failed to exercise every reasonable precaution to prevent the accident".
- c) **Retraining**
Retraining should be based on the primary or root accident cause, secondary or associated accident causes and any defects noted in the behind-the-wheel evaluation. It can include behind-the-wheel training, accident scene review, classroom training, safety films, and other training resources or materials. Operators' wages will not be reduced and they will be paid for retraining.
- d) **Procedures**
The following corrective action procedures are requirements where a motor vehicle accident (MVA) is determined preventable. This procedure does not apply to For Record Only (FRO) vehicle accidents with no damage.
- e) **Discipline**
In general, progressive discipline for preventable accidents for Operators of Transdev will be outlined in this Article. On occasion accidents may be considered to be severe preventable accidents and they may lead to termination upon final determination of preventability.
- f) **When a preventable accident is determined severe (due to the alleged conduct of the Operator) during the operation of a Company vehicle the Company may impose a more severe discipline that may include suspension and termination.**

Section 10: Progressive Discipline for Preventable Accidents

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

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

- a) When contemplating the appropriate form of retraining the Company will review the Operator's overall safety record and previous safety infractions.
 - b) The second preventable accident within twelve (12) months, retraining is mandatory. During the retraining process no Operator will suffer any loss of pay as identified in the Articles of this Agreement.
 - c) If this is the second preventable accident within thirty-six (36) months, retraining is mandatory. During the retraining process, no Operator will suffer any loss of pay as identified in Articles of this Collective Bargaining Agreement.
 - d) The Operator will be suspended for a period of one (1) day.
3. Third Preventable Accident
- a) When contemplating the appropriate form of retraining the Company will review the Operator's overall safety record previous safety infractions.
 - b) The third preventable accident within thirty-six (36) months, retraining is mandatory. During the retraining process no Operator will suffer any loss of pay as identified in the Articles of this Agreement.
 - c) The Operator will be suspended/retrained for a period of not more than three (3) days.

4. Fourth Preventable Accident

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

ARTICLE 31 ATTENDANCE

Section 1:

- A. Regular attendance is expected of every Operator.
- B. An Operator unable to report for work must telephone dispatch forty-five (45) minutes prior to the beginning of his scheduled work shift and inform such supervisor of his impending absence and the reason for it, unless incapacitated for reasons out of the Operators control.
- C. When an Operator is unable to work because of illness or injury, the Operator may be requested by the Company, to furnish written certification of the same by a medical doctor certifying that the Operator is able to return to work without restriction before such Operator returns to work, if the absence exceeds four (4) scheduled work days. For those Operators working four (4) day work weeks, they will supply a doctor's note for those absences that exceed three (3) working days.
- D. Excessive absenteeism is cause for discharge.
- E. When an Operator reports for their run or work assignment late, the Company may place the Operator on his/her run.

Operators must notify the dispatcher within one (1) hour after their report time by telephone or in person. Failure to do so will result in one (1) no call-no show.

If an Operator reports by telephone or in person within one (1) hour after their report time and makes himself available at his requested time the Operator shall only receive a missout.

If an Operator reports by telephone or in person within one (1) hour after their report time and is not requested the Operator shall receive a missout.

If an Operator reports by telephone or in person within one (1) hour after their report time and is requested, and refuses work the Operator shall receive one (1) chargeable absence.

- F. An Operator who is absent due to illness or injury will not be required to call in each day when the absence involves consecutive days and it will be counted as one occurrence for the purposes of calculating chargeable absences. The Company shall send to all Operators whose absence exceeds five (5) working days a FMLA packet. When an absence exceeds fifteen (15) workdays and the Operator has not contacted the Company and given them a status update they may be subject to an additional chargeable absence.

For Operators whose work assignment operates Monday through Friday; the Operator must OK himself using the "return to work hot line" prior to two (2:00) p.m. Monday through Friday. Operators must clear themselves prior to two (2) p.m. Friday to work their assignment on Monday.

Operators that are absent wishing to work Saturday, Sunday or Monday must call the return to work hotline prior to two (2) p.m. on Friday.

For Operators whose initial call for an absence and whose initial report time begins after two (2:00) p.m. on Friday, whose schedule includes either Saturday, Sunday, or Monday; Operator may OK himself with dispatch to return to work Saturday, Sunday, or Monday forty-five (45) minutes prior to his initial report time.

- G. A missout will be excused whenever written verification is submitted substantiating a bona fide emergency that prevented the Operator from reporting to work on time. Such written verification must be submitted within seventy-two (72) hours from the time the Operator first reports for duty following the absence, or at the time of the hearing, whichever occurs first.

The burden of proof rests with the Operator. Examples: auto accidents, home fire, illness requiring emergency treatment or hospitalization. Incidents such as flat tires, dead batteries, car not starting, late babysitter, etc., will not excuse an absence.

Section 2: Operator absence shall be classified into two categories: chargeable and non-chargeable.

- A. A non-chargeable absence is defined as all time granted by the labor contract (vacation, holidays, bereavement, jury or witness, military service, leave of absence, pre-approved Union business etc.). Other non-chargeable absences shall include time off granted by dispatcher due to level of activity, on the job injury, weather emergencies, and unavoidable accidents or emergencies.
- B. A chargeable absence is defined as each instance where an Operator misses more than half of his/her assigned work or one or more days equal one occurrence unless the Operator clears themselves and then subsequently calls off again. In the event an Operator misses half or less of his assigned work, he shall be charged with half an absence. Such chargeable absence shall include non-work related personal illness or injury. Doctor slips, in excess of three (3) in a rolling 365 day period, shall not excuse an absence; however, such a slip may be required to meet qualifications for sick leave or return to duty. These notes shall only need to state effective date of return and that the Operator has no restriction.

Records will be kept and appropriate action will be taken using a rolling base period of 365 days. The base period begins on the date of the Operator's first occurrence or absence without leave or No-Call/No-Show.

After the probationary period is completed, the following disciplinary procedure will be applied for chargeable absences:

Three	(3)	Chargeable Absences	Verbal Warning
Four	(4)	Chargeable Absences	Written Warning
Five	(5)	Chargeable Absences	Corrective Interview (up to a three (3) day suspension)
Six	(6)	Chargeable Absences	Subject to Discharge
Seven	(7)	Chargeable Absences	Discharge

An Operator with six (6) chargeable absences will be subject to discharge. Management's decision whether or not to effect discharge will include a review of the nature of and reasons for all chargeable absences within the twelve (12) month period immediately preceding the sixth (6th) chargeable absence. If the Operator's absence record for the seventh (7th) chargeable absence was beyond the Operator's control, an additional seventh (7th) chargeable absence will result in discharge without exception.

Failure of an Operator to report for duty at the proper time, at the proper place at which their assigned duties or assigned meetings are scheduled to start is defined as a missout. Missouts will be assessed for: not reporting for duty by the scheduled report time or not calling; less than forty-five (45) minutes before scheduled report time.

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

The appropriate action for an excessive number of miss outs within any rolling 365 day as set forth above is defined as follows:

Three	(3)	Unexcused Missouts	Verbal Warning
Four	(4)	Unexcused Missouts	Written Warning
Five	(5)	Unexcused Missouts	Corrective Interview (up to a three 3 day suspension)
Six	(6)	Unexcused Missouts	Subject to Discharge

No-Call/No-Shows are unexcused absences from scheduled work where the Operator fails to call in within one (1) hour after the scheduled report time. A No Call-No Show means the Company was given no advanced warning of the impending missed assignment. An Operator 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 365 day period:

One	(1)	NCNS	Verbal/Documented Warning
Two	(2)	NCNS	Written Warning and up to a three (3) day suspension
Three	(3)	NCNS	Subject to Discharge

No more than one (1) attendance violation will be assessed for each occurrence.

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

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

Section 3: Discipline for absenteeism will not be issued if a status notice (1st and 2nd chargeable status notices are not considered discipline) has not been issued within fifteen (15) days after each occurrence is made known to the Company. (Saturdays, Sundays, holidays, days off, sick leave, vacation, leave of absence excluded, etc.).

Section 4: The rolling 365 day period is defined as follows: (Example) an absence happens on January 1, 2010 the 365 days would end on December 31, 2010. You cannot have the same day of any year used in the

calculations of the 365 day period. (No two January 1's per calendar year)

Section 5: Operators not having a chargeable absence and preventable accident in any three (3) month period will have a chargeable absence removed from their record.

ARTICLE 32 GRIEVANCE AND ARBITRATION

Section 1: A grievance is defined to be any controversy between the Company and the Union arising out of or by virtue of this Agreement.

Section 2: No grievance shall be entertained or considered unless it is presented in writing within ten (10) days (excluding Saturdays, Sundays and holidays) after any controversy arises involving the interpretation or application of the terms of this Agreement or the suspension or discharge of any Operator.

Section 3: Grievance shall be dealt in successive steps as follows:

First Step: The Operator and/or the Union shall submit the grievance in writing to the Operations Manager, or his/her designee. The Company will give a written response to the grievance within ten (10) business days from the date it is received. A meeting will be held if requested by either party; and if a meeting is held, the days provided for response will start the day after the meeting. If the matter is not settled to the satisfaction of the parties within ten (10) business days of the following meeting, the grievance shall be presented as a second step grievance. Grievances concerning termination from employment shall be expedited and be processed at step two, within ten (10) business days following the initial filing of the grievance.

Second Step: Failing resolution of such grievance, the grievance may be appealed to the Assistant General Manager or his/her designated representative. A written decision will be given by the Company within ten (10) business days from the date appeal was received. A meeting will be held if requested by either party; and if a meeting is held, the days provided for response will start the day after the meeting.

Third Step: Failing a settlement, the party initiating the grievance to arbitration may appeal to formal arbitration as provided in step three by notifying the other party of its desire to arbitrate the grievance in question, within thirty (30) business days after the second step process. Unless written agreement between the parties is achieved to resolve the grievance in dispute, the parties will proceed to arbitration to resolve the matter.

The party initiating arbitration shall request from the Federal Mediation and Conciliation Services, a panel of neutral arbitrators in accordance with the rules then prevailing. A flip of a coin will decide who has the choice of striking first. Once a decision on which party will strike first is made, that party will strike one (1) name and thereafter, alternately strike until one (1) name remains. The person whose name is on the list shall become and act as the impartial arbitrator. The parties by mutual agreement may choose to use a previously selected arbitrator if desired instead of using the selection process listed above.

Section 4: The arbitration shall meet, organize, and conduct all of its proceedings in the city of Phoenix, Arizona, at such time as may be mutually agreed upon between the parties, and shall thereafter continue to meet on every day that is practical for them to meet until all evidence and arguments have been received and heard. The arbitrator shall establish the rules of procedure, not inconsistent with the terms of this Agreement.

Section 5: The decision of the impartial arbitrator shall become final and binding on the Parties of this Agreement when delivered to them in writing. The Company and/or Union shall have the right to indicate their

dissent to all or any part of any decision that may be handed down by the arbitrator.

The arbitrator shall have no power to add to, subtract from, ignore or modify any of the terms of this Agreement nor shall the arbitrator substitute his discretion for that of the Company or the Union where such discretion has been retained by the Company or the Union.

Section 6: The first arbitration held to conclusion under this Collective Bargaining Unit shall be with a single arbitrator. The next arbitration held to conclusion shall be tripartite arbitration; then back to single arbitrator, and so on. The Parties hereto shall each pay the fees and expenses of the arbitrator of its own selection. The fees and expenses of the third and impartial arbitrator incidental to the arbitration shall be borne equally by the parties. Such expense shall include any cost for recording of proceedings made by either party, should the other Party, its arbitrator, or the impartial arbitrator requests a copy of such recordings.

Section 7: In the event of the failure of either Party to act within the time limits provided within this Article, or as may be extended by written Agreement between the parties, the party so failing to act shall forfeit its case.

Section 8: Any pay practice the Union has knowledge of that has been in effect for sixty (60) days or more without having been grieved, shall not be subject to the provisions of this Article.

Section 9: Nothing in this Agreement shall prevent the proper representatives of either Party from discussing any and all matters pertaining to grievances prior to their submission. Time limits may be extended by written (e-mail, registered mail etc.) agreement between the Parties.

ARTICLE 33 GENERAL SENIORITY

Section 1: The seniority and "date of employment" of all Operators as presently established shall be deemed to be correctly established as of the effective date of this Agreement, indisputable errors excepted.

Section 2: For all purposes relating to seniority, one (1) department of the Company shall be recognized; namely, the operating department. The seniority of all Operators covered by this Agreement shall be determined by the length of their continuous service in the operating department. Operators will not hold seniority in more than one (1) department of the Company.

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 employment," and seniority standing of all the Operators coming within the scope of this Agreement.

Section 4: All incoming Operators into the Bargaining Unit will be considered new hires for the purposes of seniority, wages and all benefits (unless covered under the merger protection Article).

ARTICLE 34 BEREAVEMENT LEAVE

An Operator who has a death in the immediate family will be allowed up to three (3) days paid for (eight (8) hours per day) by the Company. Operators requesting additional time will be allowed to use their earned vacation time up to five (5) days in state, or ten (10) days out of state for bereavement leave. Operators may use up to ten (10) days, in multiples of five (5), of their earned vacation where applicable. An Operator's immediate family shall be defined as follows: spouse, children, stepchildren, grandchildren, grandparents, mother or stepmother, father or stepfather, brother, and sister and domestic partner. A spouse's or domestic partner's mother or stepmother, father or stepfather, brother or sister and grandparents or children of the domestic partner shall also be considered immediate family. Proof of death must be submitted upon return to work. Definition of domestic partner can be found under Article 3, Section

4.

ARTICLE 35 SICK LEAVE

An Operator covered by this Agreement shall accrue sick leave at the rate of one (1) day per month; provided, however, no sick leave shall accrue for any month in which an Operator failed to perform at least eighty percent (80%) of his regular work assignment (with the exception of workman's compensation, vacation time, bereavement, jury or witness and Union business).

- A. New Operators, to accrue sick leave in the month of employment, must have been hired prior to the fifteenth (15th) of such month.
- B. Eight (8) hours, at the Operator's straight time rate, shall constitute a day's pay for sick leave purposes. Sick leave benefits can only be used after they have accrued. Operators desiring to cover a ten (10) hour shift will be required to use one and a quarter (1.25) days of sick leave.
- C. Sick leave benefits shall begin on the first (1st) work day of any one illness or injury from an accident (non-occupational) for Operator only and must be used before insured's lost time benefits are used, which includes exhausting all sick leave before an Operator is eligible for any short-term disability.
- D. Sick leave may accumulate by carrying over unused earned leave to the next year, or an Operator who has accumulated sixty (60) days of sick leave by year end, may cash out up to five (5) days of his/her accumulated sick leave on the last pay day the following January of each year, provided he has performed eighty (80%) of his regular work assignments. The maximum number of days accumulated shall not exceed sixty (60) days at any one time.

ARTICLE 36 HOLIDAY PAY/PERSONAL TIME

Section 1: All Operators covered by this Agreement shall receive holiday pay for contractual holidays in accordance with the provisions as set out in this Article, provided he works his regular assignment the day before and the day after the contractual holiday (vacation and industrial injury leave excluded). In the event an Operator'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.

All Operators that have completed over six (6) months of service shall be entitled to two (2) "floating holidays;" provided, however, that no more than two (2) Operators may be off at any one time, unless manpower is available that will permit more than two to be off. Forty-eight (48) hours' notice must be given to taking such "floating holiday." A "floating holiday" will be bid on a seniority basis. In the event an Operator does not wish to bid, he may choose on first-come, first-served basis at a later date.

Contractual Holiday pay shall be as follows:

Regular Operators (on scheduled day off)	Eight (8) Hours
Operators Working the Extra Board (on scheduled day off)	Eight (8) Hours
Regular Operators (on normally scheduled work day)	Run Time
Operators Working the Extra Board (on normally scheduled work day)	Eight (8) Hours
Operators Working the Extra Board Holding Down Run	Run Time
Operators Working the Extra Board on ten hour workweek	Ten (10) Hours

Section 2: Operators required to work on the following contractual holidays shall be paid for all time worked at their straight time hourly rate, and shall also receive holiday pay as provided for in Section 1 of this Article: President's Day, Martin Luther King's Day, Veteran's Day, Day after Thanksgiving and Christmas Eve Day. Operator's birthday shall be included as a paid holiday, to be used as floating day within the month with prior approval of the dispatcher.

- A. Operators required to work the following contractual holidays shall be paid for all time worked at their straight-time plus one-half (1/2) and shall also receive holiday pay as provided for in Section 1 of this Article: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 3: Operators who would ordinarily work because of their work schedule and are prevented from working because of the contractual holiday falling on their scheduled work day, such Operators shall receive holiday pay as provided for in Section 1 of this Article.

Section 4: On contractual holidays when reduced service is provided, a holiday sign-up shall be posted for Operators to indicate either their desire to work or be off. In the event an insufficient number of Operators sign up to work, then work will be assigned in reverse order on the entire seniority roster regardless of the affected Operators 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 Collective Bargaining Agreement. An Operator choosing, or required, to work on a contractual holiday may choose more than one piece of work, provided such combined pieces of work do not require the payment of overtime.

Section 5: Any Operator, who is scheduled to work on the day on which the contractual holiday is legally observed, and for any reason fails to perform all work assigned, shall not be paid holiday pay. In the event an Operator has a missout and is required to come in, he shall be entitled to holiday pay.

Section 6: In no event shall an Operator required to work on a contractual holiday, be paid less than three (3) hours for the day.

Section 7: Operators while on vacation may work on a contractual holiday when reduced service is offered for bid. Operators on vacation may pick from all un-bid contractual holiday work prior to any work being forced. After the conclusion of the bid, the work will be provided on a first come basis. Said Operators will be paid at straight time unless actual hours worked is in excess of forty (40) hours.

Section 8: Twenty-four (24) hours of non-paid personal time off, in multiples of a minimum of four (4) hours, will be allowed each contract year. At the Company's sole discretion, this will be granted upon approval of dispatch. Time granted will be on first notice basis.

Section 9: In the event extra manpower (XMP) exists on any given day that was not known prior to the day in question, dispatchers may allow Operators that request a floating holiday day or vacation day to take it on a first come first case basis. If the Operator does not have a holiday or floating vacation day, the time will be considered otherwise authorized unpaid time off.

Section 10: All holidays covered by this Agreement will be observed on the same day as the City of Phoenix. In the event the holiday is not observed by the City of Phoenix, it will be observed on the actual day of the holiday. If two contractual holidays fall on the same day, one will be recognized as a contractual holiday and an extra floating holiday will be provided to Operators.

ARTICLE 37 INSURANCE

Section 1: Once full time Operators have been in the service of the Company for ninety (90) days they shall be eligible for the benefits as provided for in this Article.

Section 2: The Company shall, at its expense, maintain a policy of insurance providing Operators with a short term disability benefit. Operators will only be eligible after sick leave is exhausted. Such policy shall provide for a weekly benefit of two-hundred sixty (\$260.00) dollars per week for a period of twenty-six (26) weeks. This benefit will increase to two hundred seventy-five (\$275.00) dollars in year 5 of this

Collective Bargaining Agreement.

In cases of illness not requiring hospitalization benefits shall begin on the fourth (4th) day of illness, or the first (1st) day following the exhaustion of accrued sick leave whichever is later. In cases of illness requiring hospitalization on the first, second, or third day of illness, benefits shall begin on the day of hospitalization, or the first (1st) day following the exhaustion of accrued sick time an Operator has earned whichever is later.

In the event hospitalization is due to an accident, benefits shall be paid on a pro rata basis consisting of an amount of daily benefits computed by dividing two-hundred sixty (\$260.00) dollars by the number of days in the week. This benefit will increase to two hundred seventy-five (\$275.00) dollars in year 5 of this Collective Bargaining Agreement. Operators drawing compensation from the Arizona Industrial Commission shall not be entitled to the above benefits for such injury.

Section 3: To be eligible for the benefits contained in Section 2 of this Article, an Operator must secure a certification of disability and file the appropriate claim for benefits.

Section 4: The Company agrees to provide \$15,000.00 of life insurance after ninety (90) days of service.

After the Operator's fourth (4th) year of service such insurance shall be increased to \$40,000

Section 5: The current healthcare/dental/vision plans in effect as of June 30, 2015, shall remain in effect through December 31, 2015. Effective January 1, 2016, The Company agrees to maintain group medical, dental and vision plans for the Operators covered by this agreement and their dependents for the duration of the contract. The Company and Operator will share in the cost of group medical, dental, and vision coverage.

The Company agrees to implement the following fully-insured plans through BCBS AZ effective 01/01/2016. The Company agrees to cover ninety percent (90%) of the costs of each tier at implementation, with the Operator paying the remaining ten percent (10%) through payroll deduction. Future premium increases will be shared on a ninety percent (90%) Company and ten percent (10%) Operator basis as long as the annual premium increase in any year does not exceed (5.0%). In the event the premium increase is greater than (5.0%) the Operator will pay the amount of increase in excess of (5.0%).

- Blue Alliance 1500
- Blue Alliance 3000
- Blue Alliance 5000

The Company will also offer a Medical Reimbursement credit in the amount of up to \$200 per month for Employee Only and up to \$500 per month for Employee plus Dependent(s) for those employees that opt out of Company sponsored Medical coverage. This credit is only available to employees who provide proof of payment for other coverage, which is required annually. The reimbursement program is also governed by the PPACA and as a result, the Company has the sole right to modify, amend, add to, reduce, and make any other changes to the Medical Reimbursement Credit program to ensure its compliance as noted in Section 5, paragraph two of this Article.

The Company will provide a dental plan selected by the Company for full-time Operators and their dependents. The Company shall contribute 100% for Employee-Only monthly dental premium. For employees who elect any other benefit category, the Company shall contribute fifty percent (50%) of the monthly premium, and the employee shall pay the remainder.

The Company shall also provide a vision plan for full-time Operators and their dependents. The Company shall contribute 100% for Employee-Only monthly vision premium. For employees who elect any other benefit category, the company shall contribute fifty percent (50%) of the monthly premium, and the employee shall pay the remainder.

2016 Premiums:

Union ATU Operators - Blue Alliance 1500					
	Total Premium	Employer Cost Per Month	Employee Cost Per Month	Employee Cost Per Week	EE Cost Share
Employee Only	\$575.20	\$517.68	\$57.52	\$ 13.27	10.0%
Employee + Sp	\$1,150.40	\$1,035.36	\$115.04	\$ 26.55	10.0%
Employee + Child(ren)	\$1,052.62	\$947.36	\$105.26	\$ 24.29	10.0%
Family	\$1,708.35	\$1,537.52	\$170.84	\$ 39.42	10.0%

Union ATU Operators - Blue Alliance 3000					
	Total Premium	Employer Cost Per Month	Employee Cost Per Month	Employee Cost Per Week	EE Cost Share
Employee Only	\$516.72	\$465.05	\$51.67	\$ 11.92	10.0%
Employee + Sp	\$1,033.43	\$930.09	\$103.34	\$ 23.85	10.0%
Employee + Child(ren)	\$945.59	\$851.03	\$94.56	\$ 21.82	10.0%
Family	\$1,534.64	\$1,381.18	\$153.46	\$ 35.41	10.0%

Union ATU Operators - Blue Alliance 5000					
	Total Premium	Employer Cost Per Month	Employee Cost Per Month	Employee Cost Per Week	EE Cost Share
Employee Only	\$505.94	\$455.35	\$50.59	\$ 11.68	10.0%
Employee + Sp	\$1,011.89	\$910.70	\$101.19	\$ 23.35	10.0%
Employee + Child(ren)	\$925.88	\$833.29	\$92.59	\$ 21.37	10.0%
Family	\$1,502.65	\$1,352.39	\$150.27	\$ 34.68	10.0%

Union ATU Operators - Reimbursement Credit					
	Total Cost	Transdev Cost	EE Cost		EE Cost Share
Employee Only	\$200.00	\$200.00	\$0.00		0.0%
Employee + Sp	\$500.00	\$500.00	\$0.00		0.0%
Employee + Child(ren)	\$500.00	\$500.00	\$0.00		0.0%
Family	\$500.00	\$500.00	\$0.00		0.0%

Union Dental - Delta Dental National Union Dental Plan 5					
	Total Premium	Employer Cost Per Month	Employee Cost Per Month	Employee Cost Per Week	EE Cost Share
Employee Only	\$29.54	\$29.54	\$0.00	\$ -	0.0%
Employee + Sp	\$65.28	\$32.64	\$32.64	\$ 7.53	50.0%
Employee + Child(ren)	\$52.63	\$26.32	\$26.32	\$ 6.07	50.0%
Family	\$89.36	\$44.68	\$44.68	\$ 10.31	50.0%

Union VISION - VSP National Plan 1					
	Total Premium	Employer Cost Per Month	Employee Cost Per Month	Employee Cost Per Week	EE Cost Share
Employee Only	\$7.33	\$7.33	\$0.00	\$0.00	0.0%
Employee + Sp	\$10.15	\$5.08	\$5.08	\$ 1.17	50.0%
Employee + Child(ren)	\$10.87	\$5.44	\$5.44	\$ 1.26	50.0%
Family	\$17.36	\$8.68	\$8.68	\$ 2.00	50.0%

Section 6: When an Operator is injured on the job through no fault of his own, and is unable to complete his work day, he shall be paid for such hours lost as if he had worked. He shall be entitled to compensation equal to his insured lost time benefits under the Arizona Workmen's Compensation Act for such time not paid for under the Act, and subject to the same maximum limitations as provided for under the Act.

The Company further agrees to replace any uniform item not covered by an insurance program that is destroyed in an unprovoked assault on an operator or in an accident not attributable to the operator (watches and prescription glasses included).

Section 7: Company shall provide felonious assault insurance for all Operators, maximum \$50,000.00 for loss of life.

Section 8: The Parties will not arbitrarily change medical insurance providers except for legitimate reasons

(examples include cost/premium increase, reduction in quality care, levels of coverage, etc.).

The Company and the Union agree to jointly work together and meet to review the medical program(s) in force to determine if the coverage(s) can be altered or modified to take advantage of the various cost containment options. This process shall be done prior to the renewal.

The Company and the Union agree that prior to renewal they will review the selected provider(s) and level of coverage(s) being provided in an effort to maintain quality coverage while reducing the potential increases and/or maintaining the same employee/employer costs.

While it is agreed that the parties will attempt to reach agreement on any modifications to the Plan(s) deemed necessary with such, the Company will make the final decision on which provider(s) and/or benefit levels will be offered to bargaining unit Operators. These decisions will be based on reasons such as: (1) enable Employer to provide quality affordable health insurance coverage to Operators on a more cost effective basis; (2) be required in order to ensure compliance with U. S. Patient Protection and Affordable Care Act (PPACA) and/or (3) will enable the employer to avoid payment of the excise tax.

Section 9: The Company will issue an RFP for Supplemental Benefit Plans, within sixty (60) calendar days. The Union will be involved in the development of the RFP. Payroll deductions for those who participate in supplemental insurance must be post-tax. Until such time as a Company is awarded the contract to provide the supplemental benefits, N.B.C. will be the agency that offers supplemental insurance.

ARTICLE 38 WORKING OUT OF REGULAR ASSIGNMENT

Section 1: If and when an Operator agrees to be taken off his regular assigned work to perform other work, such other work shall be considered to be his day's work and he shall be compensated for it as such. Operators working out of regular assignment will be compensated for actual time worked not run time. Such other work shall be limited to non-supervisory bargaining unit work.

Section 2: As long as an Operator's title as "Bus Operator" and pay remain unchanged, along with their benefits and all other protections provided by contract for the Bargaining unit, they will remain in the unit. However, it is expressly agreed, that no covered Operator will be temporarily assigned outside of his or her regular assignment for more than six (6) months, without the Union's express written consent. However, the Parties also agree that their intent under this Section is to not allow "bad faith" application of this provision (i.e. where someone could be used on a special assignment for six (6) months, and then returned to their regular assignment for day, a week, or month and then continue on with prior assignment, or start another temporary assignment). As such, the Parties agree that no Operator will work outside of their regular assignment, for more than a six (6) month cumulative total in any twelve (12) month period, without the Union's express written consent.

Section 3: When the Company uses those Operators interested in participating in a Cross Training program to test their skills and knowledge for the position of a Transit Supervisor the following guidelines are to be followed during the period.

1. The maximum length of the cross training program is a total of 132 business days (6 months at 22 days per month).
2. Operators, while in the cross training, will not issue any infractions to other Operators (exception to this rule are miss outs, and absence notices).

ARTICLE 39 OFF DUTY

- Section 1: All Operators will have a nine (9) hour off-duty period between the end of an assignment that commenced the previous work day and the start of their first assignment the following day. Operators must indicate their intention, in writing, to exercise their option prior to the end of the work day.
- Section 2: Operators working the Extra Board who invoke the nine (9) hour rule may be given a new report time upon operator's return to the garage. However, if Operator is not provided a new report time, operator must call Dispatch at the conclusion of Operator's ninth (9) hour for reporting instructions.
- Section 3: Operators working the Extra Board shall be prepared to accept work nine (9) hours after Operator's check-out time, but an Operator who properly invokes the nine (9) hour rule will have a new report time no later than three (3) hours from the conclusion of his/her nine (9) hour off period.
- Section 4: Operators working the Extra Board will receive no less than what he/she should have received by virtue of invoking the nine (9) hour rule.

ARTICLE 40 RETIREMENT PLAN/401K PLAN

- Section 1: The following will apply to the agreed upon amended and frozen defined benefit pension plan (known as Retirement Plan for Operators of Transdev Services, Inc., Phoenix Division). The Company will no longer withdraw from the Operator's wages the required contributions of four percent (4%) into the plan effective November 15, 2005. Parties agree that the frozen defined benefit plan shall continue to be funded in accordance with the requirements of applicable regulations under the Operator Retirement Income Security Act (ERISA) and the Internal Revenue Service and to maintain funding at a level at or above the minimum funding requirements of the Pension Plan Guaranty Corporation (PBGC).

The Company further agrees to contribute to the frozen defined benefit pension plan amounts it receives from the City of Phoenix for Pension Funding, in a manner that is most advantageous to the plan's funding obligations.

- Section 2: Operators covered by this Agreement may participate in a 401(k) retirement plan (upon ratification currently administered by Fidelity) sponsored by the Company. All covered Operators may voluntarily elect a reduction of wages in the amount meeting the plan requirements of eligibility. If the Company contributions to the plan meet the minimum plan requirements no further contributions will be required. All revocation or adjustment of the deferral will be in accordance with the plan. All deposits and/or contributions made to the plan shall be vested at 100% following the first day of three (3) months following date of hire.

- Section 3: Operators hired on or before August 1, 2011:

Employer Contribution. The employer shall contribute to the plan on behalf of each Operator three and quarter percent (3.25%) on a pre-tax basis. The funds will be sent to the appropriate party that is administering the plan on a weekly basis for deposit into the Operators account.

Effective date of Contributions. Contributions to the fund shall begin effective with the first payroll period after the first day of the 3rd month following date of hire. All deposits and/or contributions made to the plan shall be vested at one hundred (100%) percent following the first day of three (3) months following date of hire

- Section 4: Operators hired after August 1, 2011:

Employer Contribution. The Company shall contribute to the plan on the behalf of each Operator

according to the table below, on a pre-tax basis (with no employee match required). The funds will be sent to the appropriate party that is administering the plan on a weekly basis for deposit into the Operator's account. Operators hired on or after 8/1/2011 have the option to continue contributing up to 4% and shall continue to receive the Company's 2% match until the Company's contribution exceeds the 2% match. At that time the Operator will receive the Company's contribution stated below. In order for an Operator to be grandfathered, said Operator may not decrease their level of personal 401(k) contribution to below 4%.

Year 1	Year 2	Year 3	Year 4	Year 5
July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	June 30, 2020
.65%	1.30%	1.95%	2.60%	3.25%

Effective date of Contributions. Contributions to the fund shall begin effective with the first payroll period after the first day of the 3rd month following date of hire. All deposits and/or contributions made to the plan shall be vested at one hundred (100%) percent following the first day of three (3) months following the date of hire.

- Section 5: The Parties will have a 401(k) advisory committee and will meet and discuss all changes to the plan prior to implementation. Union 401(k) Committee Members (3 maximum) will not suffer any loss in daily pay for attendance in 401(k) Committee Meetings. Additionally, committee members will be relieved in time to attend such meetings.
- Section 6: Upon request of the Business Agent of the Union, the Company will provide all pertinent bargaining unit information to the Union regarding the retirement plan in a timely manner.

ARTICLE 41 TRAINING ALLOWANCE T/A 9/28/15

When Operators are used for training purposes, they shall receive additional compensation of ten percent (10%) of top Operator's hourly rate per hour. Additionally, all members covered by the Collective Bargaining Agreement will be utilized only for instructional training purposes relative to duties/areas of employment.

ARTICLE 42 UNIFORMS

- Section 1: The Company reserves the right to make all final decisions with regards to the approved uniform, and any items to be worn on the uniform, and, should the client require a change in uniform the Company will comply.
- Section 2: The uniform specifications and any other attachments may be recommended through the mutual appointment of a uniform committee.
- Section 3: Any additional expenses created by the Company through changing the uniform will be borne by the Company unless the change is by mutual agreement of the Union and the Company. When the change is by mutual agreement, how additional expenses are to be met will also be by mutual agreement. In the event of a complete uniform change and a phase in period is prescribed, then Operators over six (6) years will receive an allowance equal to that in Section 4B for the phase in period.
- Section 4: Uniform allowance shall be as listed below:
- A. New Operators shall receive \$350.00.
 - B. Second year and over full-time Operators shall receive \$350.00 per Operator year, providing they have worked at least 70% of their scheduled work hours in the prior twelve (12) months.

- C. After the second year of employment, Operators will have the following options for uniform allowance.
1. Be paid total uniform allowance by check in the anniversary month (including all applicable taxes).
 2. To purchase the uniform items and provide receipts for such and be reimbursed directly from Company (non-taxable).

Section 5: An Operator, showing evidence that his uniform was damaged or soiled due to defective equipment while on duty shall be entitled to have such damaged or soiled uniform repaired or cleaned by the Company.

ARTICLE 43 VEHICLE EQUIPMENT

Section 1: The Company will make every effort to maintain heaters and air conditioning to be operational as needed. No Operator will be required to operate a coach without A/C or Heat for no longer than two (2) hours after notification of equipment failure has been made known to the Company.

ARTICLE 44 TOILET FACILITIES

The Company shall arrange for adequate toilet facilities for Operators' use on all routes. A handout will be updated every six (6) months (January and July). The handout shall be posted when updated as required and made available to operators on request. The Parties agree to seek solutions to issues raised regarding unclean, inaccessible or unsafe restroom facilities.

ARTICLE 45 EXTRA BOARD WORK PROCEDURES

Section 1: All extra work will be given to the Extra Board first.

Section 2: Extra Board work assignments will be based on seniority, and availability.

Section 3: All Operators working the Extra Board will have at least two (2) consecutive days off, with the exception of Sunday/Monday. The days available to be off will be posted for bid by Dispatch and bid weekly by seniority.

Section 4: Each Operator working the Extra Board shall be guaranteed a minimum of forty (40) hours each week i.e., eight (8) hours on a five (5) day work week or ten (10) hours on a four (4) day work week each day provided he/she is available for duty and accepts all work offered him/her in accordance with the terms and provisions of this Agreement. Any time worked above and beyond a daily assignment, would count as straight time, until 40 hours physically worked has occurred (with the exception of floating holiday, birthday and floating vacation days).

Section 5: An Operator working the Extra Board, while working a regular run, shall be classified and paid as a regular Operator.

Section 6: An Extra Board seniority roster shall be posted daily, by four (4:00) p.m. showing their work assignments for the following day, and also work assignments for Saturday, Sunday and Monday shall be posted by four (4:00) p.m. on Friday. Should an addition or change for work assignments be made after posting time, the involved Operator or Operators shall be contacted and notified of such change.

Section 7: Extra Board Work Rules & Procedures are listed in the Appendix of this Agreement, and shall be ratified

and accepted with the Collective Bargaining Agreement (CBA). The Extra Board Work Rules stands as no different from the Collective Bargaining Agreement and are enforceable as such. If either of the two Parties requests a change after CBA ratification, they will meet within thirty (30) business days of the written request to negotiate the change. Any negotiated and suggested change(s) require a majority ratification vote for the change to take place. If the members reject the proposed change(s), the existing rules will remain unchanged.

ARTICLE 46 DAYS-OFF WORK

All Operators will be placed on an electronic roster in order of seniority. Employees must use existing software to sign up for extra work on a weekly basis. In the event of a technical failure employees will sign up manually. Other procedures for days off work can be found in the Extra Board Work Rules & Procedures appendix to this Collective Bargaining Agreement and may only be changed by a majority ratification of the membership.

ARTICLE 47 CHOICE OF WORK ASSIGNMENTS

Section 1: A Seniority list shall be established in accordance with the Operator's date of employment, in the operating department, with Transdev Services, Inc., Phoenix Division, its predecessors and/or successors.

The Parties agree that the present seniority list is a current list and copy of said list is attached and made a part of this Agreement.

Section 2: Seniority shall govern in the choice of work assignments as herein provided.

Section 3: A general bid shall be held at least four (4) times each calendar year, January or February, April or May, July or August, and October or November. The Company shall give sixty (60) days advanced notice prior to the commencement of any bid. In the event there becomes a situation that would require a bid in a month other than what is stated the parties will meet and mutually agree upon a time.

Section 4: The bid, along with all information necessary for the Operator to select his work assignment, shall be posted not less than five (5) days prior to the bidding commencing. The bidding shall be held Sunday through Friday, from 12:00 noon to 12:00 noon. The bid books will be ready for group one (1) on the Friday prior to the commencement of the bid. Each Operator shall make their bid choices on the day the Operator is designated to bid.

Section 5: All runs/positions/duties/schedules posted for bid shall show the beginning time, end time, pay time, scheduled days off, line number and line start time assigned to each run.

Section 6: When a general bid is to be held, the total number of Operators to bid shall be divided by fifteen (15) and this will be the number of Operators required to bid each day. This will be posted prior to start of bidding.

Each Operator must fill out the necessary number of choices with a required maximum of twenty-five (25) on the bid form, to make sure they receive one of their choices. If the Operator does not get one of his choices, he will be contacted if he is working. If the Operator is not working, it will be his responsibility to make himself available at the time the bid is tabulated (in driver's room or by phone). Any Operator not bidding or who does not leave the necessary amount of choices and cannot be contacted as previously stated he will be passed and the bidding will continue. The Operator passed will bid as the last man in the next day's group and his bid will be tabulated last. There will be no exceptions. If they do not bid while the bidding is going on, they will be assigned to the Extra Board.

Each day of bidding after the bidding for that day is closed, a representative of the Company and the

Union will take the bid for that day and tabulate. The Company will post the results by 3:00 p.m. so the Operators who are scheduled to bid the next day know what has been taken.

This procedure continues each day until the bid is complete. The Company agrees to pay the Union representatives for the actual time required to tabulate the bid each day during the bidding process where Operators submit their bid, and tabulation and postings of the bid takes place.

Example: A seniority roster has 650 Operators to bid. The 650 is divided by fifteen (15) and that is 44 Operators to bid each day.

First day of bids must be in by 12:00 noon Monday	=	Operators # 1-44
Second day of bids must be in by 12:00 noon Tuesday	=	Operators # 45-88
Third day of bids must be in by 12:00 noon on Wednesday	=	Operators # 89-132
Fourth day of bids must be in by 12:00 noon Thursday	=	Operators # 133-176
Fifth day of bids must be in by 12:00 noon Friday	=	Operators # 177-220, etc.

Section 7: Runs that become open between bids shall be posted for bid within seventy-two (72) hours after being vacated and shall be advertised for bid three (3) days only. In the event that no Operator chooses the run, it shall be assigned to the bottom Operator on the extra board for the duration of the bid.

Section 8: Emergency bids shall not begin until bid sheets, and school trips, have been prepared and posted for all Operators. The person handling the bid will have a copy of all schedules.

Section 9: Runs open due to vacations will be bid by the Extra Board on a weekly basis and if not bid, the run will be assigned in reverse order to the Extra Board.

Section 10: When students come out of training, those Operators who were forced onto a run shall have the option of going on the Extra Board. The Operator with the highest seniority that was forced onto a run shall have the option of coming off a forced run, then so on.

Section 11: All trippers not included in the make-up of a regular run shall be, at the option of the Company, posted for bid. When the Company makes trippers available to bid with a regular run the Operator shall not bid nor shall the Company award any combination of two (2) pieces of work that exceed a fourteen (14) hour spread. Trippers will be bid at the same time of any new bid and will have to be worked by the bidding Operator for the duration of the bid. Any Operator filling a run where extra tripper has been bid and become a part of a regular run, will fill the extra tripper as a part of that run.

These trippers will be worked only as needed. On days that any tripper does not run, that tripper will not be paid for. The Company will notify the Operator not less than one (1) day prior to a tripper not being run.

Section 12: Any Operator on sick leave at the time of a General bid who submits a letter from his doctor stating that he will be able to return to work within thirty (30) days after the effective date of bid shall bid a run. If he does not have a letter so stating, then he will be placed on the Extra Board, for the duration of the bid in effect.

Section 13: When bids are to be done they will be done by computer. In the event of a computer or technical error, bids will be done manually.

ARTICLE 48 RUN AND TIME REQUIREMENTS

Section 1: The normal work week for all Operators shall consist of four (4) or five (5) day work weeks. Overtime

will be paid at actual time worked after forty 40 hours per week; meaning that all scheduled and unscheduled time off (i.e., bereavement, jury duty, vacation weeks, sick time, LOA, any time off without pay) would not be applied to the forty (40) hour work week. The only exceptions would be that floating holidays, birthday, and floating vacation days will count as time worked. So for example, if Operator called off sick on his regular work day, and then worked one of his/her days later in the week, that day would be paid at straight time, not overtime.

Section 2: All regular runs shall pay a minimum of eight (8) hours per day including all time allowances, providing the Operator completes all assigned duties.

Section 3: Operators pulling any bus out of a garage or outstation location will receive fifteen (15) minutes preparation time. All others checking in when not pulling out a bus will receive five (5) minutes preparation time.

Section 4: All non-school days shall be posted as part of the runs at bid time. When schools close on days other than those posted as non-school days and the Operator normally scheduled to work such school trips as part of his regular run (not biddable trippers) is deprived of work due to the closing of school on that day or days, the Operator involved shall be paid for the day or days the same as he would receive had he worked his normal run.

Section 5: An Operator relieved on the line or while on charter shall be paid travel time to the garage. All Operators relieved on the line and required to travel to the garage shall be paid actual time which will include all waiting and travel time. In the event an Operator makes a relief on a line or charter, actual travel and waiting time shall be paid to the relief point.

Any run that requires an Operator to travel to any terminal or garage to complete the run, shall be paid actual waiting and travel time included in the run. Operators will receive ten (10) minutes deadhead time between the capitol and south garage.

A. Operators who start their day at the north garage shall end their day at the north garage. The same procedures will follow for the south garage.

Section 6: Operators who are required to turn in time slips, special event 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 7: All work performed on an Operator's regularly assigned days off shall be paid for at one and one half (1 ½) times the Operator's straight time hourly rate providing the Operator physically completes a forty (40) hour work week (with the exception of floating holiday, birthday, and floating vacation days).

Section 8: Regular Operators who do not desire to work extra may refuse to do so. This does not include Operators working the Extra Board on normal scheduled workdays.

Section 9: 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. Regular Operators shall not be assigned work if there are Operators Working the Extra Board available.

Emergency work shall be defined as any work arising after posting work assignments for the next day.

Section 10: A "split" of forty-five (45) minutes or less in a run shall be paid for as continuous time at the regular rate of pay. No run shall have more than one (1) split that is not paid for.

Section 11: The Company agrees to make at least fifty percent (50%) of the runs straight runs. In the event of service reductions, or in the event of service additions in the peak periods only, both parties agree to meet and arrive at a percentage of straight runs which are proportional to the increase or decrease in peak service.

- a. The Company goes back to a more traditional “run cut” and bid book which means that duties will be consistent from day-to-day Monday-Thursday, with the exception of relief runs.
- b. The Union agrees that Friday, Saturday, and Sunday schedules will have less uniformity due to the difference in schedules on these days.
- c. The Company agrees that if and when the City increases to full service on Fridays, the runs will be re-cut and presented.

Section 12: Runs open by reason of Operators leaving the Company shall be open for bid only to Operators with less seniority; however, in the event a regular run is vacated less than thirty (30) days before bid time, it shall be bid by Operators working the Extra Board. The same applies in the event of a sign-up due to schedule changes.

Section 13: If a run pay error is made or a schedule change is needed that increases the beginning, ending or total time per day to the extent of thirty (30) minutes or more, management and the Union will explore options to reach an agreement within forty-eight (48) hours of the known problem. In the event an agreement cannot be reached, a re-bid will be conducted.

Section 14: All split runs shall pay time and one-half (1 ½) for all time worked that exceeds an eleven (11) hour spread.

- A. Spread shall be defined as the amount of time elapsing from commencing work on a regular run in any day and the completion of work on the same run in the same day.
- B. "Time and one-half (1 ½)" is defined to be the applicable straight time rate of pay, plus one-half thereof.

Section 15: Surveys that require Operators to collect, accumulate, and record data other than farebox readings, tickets and transfers shall be paid for at the rate of twenty-five cents (.25) per hour in addition to the Operator's straight time hourly rate of pay provided:

- A. Surveys are done in conjunction with and at the same time as the Operator is performing his regularly assigned duties.
- B. Surveys entail no more than five (5) data collecting categories.

Section 16: The Company agrees to meet with the Union on an as needed basis to discuss recommendations for service adjustments.

Section 17: Four (4) Day-10 Hour Run Rules:

- A. Runs can range between 9:30 and 10:30. Runs less than ten (10) hours will have make-up time to ensure at least ten (10) hours pay per day is guaranteed
- B. A minimum of seventy-five percent (75%) of the total four (4) day-ten (10) hour runs must be straight runs or two-piece straight runs.
- C. There will be no mixing of eight (8) hour and ten (10) hour runs. Runs shall be determined by actual hours worked, not pay hours. Ten (10) hour runs will be handled the same as eight (8) hour runs in the bidding process. All four (4) day-ten (10) runs will have at least two (2) consecutive days off, with a minimum of forty percent (40%) of the total number of four (4) day-ten (10) hour runs to have three (3) days off in a row.
- D. Spread overtime paid after eleven (11) hours on any four (4) day-ten (10) hour runs that are split. The maximum spread time on four (4) day-ten (10) hour runs is fourteen (14) hours.

- E. A four (4) day-ten (10) hour run can carryover between two (2) working days. (i.e., a straight run can go past midnight, and a split run can start on one day and finish on the next day. All other rules still apply.)
- F. No more than thirty percent (30%) of the total number of runs created each bid will be four (4) day-ten (10) hour runs.

**ARTICLE 49
SPECIAL EVENT ASSIGNMENTS**

Special Event assignments are considered extra work and will be assigned to the Extra Board first. All special event assignments will pay a minimum of four (4) hours. Exception: Request Charters, Operators requested for specific special event / charter service must meet set requirements. See Appendix, Extra Board Work Rules and Procedures, Section IV.

**ARTICLE 50
OPERATOR WAGE RATES**

Section 1: The straight time hourly rate of pay for Operators shall be as follows:

The progression rate for all Operators hired prior to March 15, 2012 shall be as follows:

		1/16/16
First Year	60% of top rate	\$14.44
Second Year	65% of top rate	\$15.65
Third Year	75% of top rate	\$18.05
Fourth Year	85% of top rate	\$20.46
Thereafter	100% of top rate	\$24.07

The progression rate for all full-time Operators hired after March 15, 2012 shall be as follows:

		1/16/16
First Year	60% of top rate	\$14.44
Second Year	62% of top rate	\$14.92
Third Year	65% of top rate	\$15.65
Fourth Year	68% of top rate	\$16.37
Fifth Year	85% of top rate	\$20.46
Thereafter	100% of top rate	\$24.07

Operators not at top wage will receive wage increases on their anniversary date of hire and in accordance with the dates in the wage scale each year of the Agreement.

Operators at top wage will receive wage increases in accordance with the dates in the wage scale each year of the Agreement.

The Company reserves the right to increase wages for both existing and new Operators upon notice to the Union.

1/16/16	2.75%	\$24.07
7/1/16	2.75%	\$24.74
7/1/17	2.75%	\$25.42
7/1/18	2.75%	\$26.12
7/1/19	3.0%	\$26.90

Section 2: Rates of pay for student Operators during their first four (4) weeks of training shall be determined by the Company. After the first four (4) weeks of their training period, they shall be paid the rates of pay established by this Agreement.

**ARTICLE 51
RETIRED OPERATOR SUPPLEMENTAL INCOME PROGRAM (ROSI)**

Section 1: The ROSI program is designed: 1) to offer retired Transdev Services Inc., Phoenix Division, (Company) Operators that have retired and drawing a pension under the Retirement Plan For Employees Of Company (The Plan) or those Operators with more than five (5) years of service at the Phoenix Division who retired from Transdev Phoenix not eligible under (The Plan) but retired without penalty under the provision of the 401K plan described in Article 40 of this Agreement 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 their employment history for disciplinary purposes will commence for their new date of hire (safety record and safety violations excluded).

Section 2: Notwithstanding any other provisions of this Agreement, the Company shall have the right to hire retired Phoenix Operators that are drawing a pension under the Retirement Plan For Operators Of Company (The Plan) or those Operators with more than five (5) years of service at the Phoenix Division who retired from Company not eligible under (The Plan) but retired without penalty under the provision of the 401K plan described in Article 40 of this Agreement. The use of such ROSI operators is subject to the limitations imposed by this Article.

Section 3: ROSI Operators shall be required to meet the standards of performance as established by the Company and shall abide by the existing and future work rules as adopted by the Company.

Section 4: ROSI Operators shall not be covered by any provision of this Agreement other than grievance and arbitration procedures unless specific coverage is provided for in this Article.

Section 5: The number of ROSI Operators shall be limited to sixty (60) and may only work out of the north and south facilities. Should new facilities be added under Company service contract in the future, ROSI Operators may work out of the new facility(s).

Section 6: ROSI Operators shall be limited to no more than twenty-eight (28) hours per week including all pay allowances (check in, travel time, and turn in when applicable for all work performed) and shall not be eligible for any time or pay guarantees unless specifically provided for in this Article.

- A. ROSI Operators shall be guaranteed a minimum of two (2) hours per day when required to report.
- B. Should a tripper be canceled or have its time changed, and the Operator assigned that tripper is

failed to be notified and reports to work at the usual scheduled time, that Operator will be entitled to tripper pay.

Section 7: In accordance with the requirements of the law, ROSI Operators shall be covered by the provisions of the Social Security Act.

Section 8: Compensation:
ROSI 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 (see Section 24).

Section 9: ROSI Operators may be assigned only to:

- A. "Trippers" and school trippers. ROSI trippers cannot exceed six (6) hours and thirty (30) minutes of total pay time.
- B. In an effort to reduce the number of split days off schedules for full-time operators, ROSI Operators may work Saturday and/or Sunday runs. Such weekend work shall be limited to split runs that end after 6:00 p.m. and trippers. Weekend trippers cannot exceed six (6) hours and thirty (30) minutes, but weekend split runs will pay run pay and may exceed six (6) hours and thirty (30) minutes.

Section 10: No full-time Operators shall be laid off while ROSI Operators are employed.

Section 11: ROSI Operators while so employed are not able to accept other employment within the Company. ROSI Operators must be so informed of this Article and the working arrangements at the time of employment as ROSI Operators.

Section 12: Eligibility:
The ROSI program is strictly voluntary and is open to retired Operators drawing a pension and/or 401k under this agreement as outlined in Section 1 of this Article. Applications to join the ROSI program will be processed in accordance with the Company rehire policy.

Section 13: Seniority:
The ROSI Operators will have their own seniority roster, separate from Company full-time Operator roster. The initial group of ROSI Operators will be awarded seniority based on their original seniority dates. Retired Operators that join the ROSI program after the initial group will come in at the bottom of the ROSI seniority roster. Should two or more Operators join at the same time, their respective seniority at the bottom of the ROSI seniority roster will be determined by their original seniority dates. If two or more Operators join at the same time and had the same original seniority date, seniority will be based on their relative seniority numbers at the time they were employed full-time.

Section 14: Bidding For Work Assignments:
ROSI Operators will be eligible to bid on tripper packages only. ROSI Operators will not be eligible to bid runs or the extra board and will not be eligible for charters. ROSI Operators will be paid for actual hours worked and will not be paid for days on which their tripper packages do not run (with the exception cited in Section 6B). Each bid period, the Company will post a list of tripper packages eligible to be bid by ROSI Operators. Bidding will be conducted in ROSI seniority order. ROSI bids will be processed prior to the first day of the general bid. ROSI Operators may bid one tripper package each bid period.

Section 15: Bid Periods:
ROSI Operators may work the March to August bid period and/or the August to March bid period. ROSI operators working the March to August bid period will re-bid in May. The Company may offer different tripper packages for bid in May than were offered in March. ROSI Operators working the August to March bid period will re-bid in January. The Company may offer different tripper packages in January than were offered in August.

Section 16: Maintaining Seniority:

ROSI Operators must work at least one of the two bid periods per year (March to August or August to March) to maintain their ROSI seniority. Any ROSI Operators that do not work at least one bid period over the course of an entire year will be dropped from the ROSI roster. If they are rehired at a later date, they will re-enter at the bottom of the ROSI seniority roster, the same as new ROSI Operators as discussed above in Section 13, Seniority.

Section 17: 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 Dispatch of their intention to skip at least ninety (90) days prior to the start of the next bid.

Section 18: Weekly and Annual Hour Restrictions:

ROSI Operators will be eligible to work up to twenty-eight (28) hours per week, and a maximum of one-thousand (1,000) hours per calendar year. On the August bid each, ROSI Operators will not be allowed to bid trippers that would place them over 1,000 hours. ROSI Operators that receive Social Security benefits will need to determine any possible reductions in benefits that may occur based on total annual wages, and bid accordingly.

Section 19: Holidays:

ROSI Operators will not receive holiday pay, but will be responsible to cover their assigned trippers if they operate on holidays.

Section 20: Joining the Program:

Operators that retire and re rehired as ROSI operators may start:

1. Immediately, if any ROSI eligible tripper packages are open.
2. At the beginning of the next bid, if three (3) months prior notice is given.

Section 21: Training:

Operators joining the program will receive a minimum of one (1) day of training at the student operator rate. Additional training will be at the discretion of the Training Department.

Section 22: Return to Work Training:

ROSI Operators that skipped a bid period or were off for other reasons for more than one (1) month will receive one (1) day of return to work training. Return to work training will be compensated at the top scale wage rate.

Section 23: Personal Time Off:

ROSI Operators will be granted ten (10) days of unpaid personal time off per bid period. The choice to use this time off will be at the option of the ROSI Operator. The Extra Board scheduler will allow a minimum of two (2) ROSI Operators to take full week personal time per week, and an additional two (2) will be allowed to take individual days of personal time per day. Requests for personal time off will be handled on a first come, first served basis. The approval or denial of personal time requests when the allowed number of slots have already been filled will be at the discretion of the extra board scheduler.

ROSI Operators may also request XMP time off. XMP is only granted when extra manpower is available. The approval of XMP time off will not be subtracted from a ROSI Operator's allotment of ten (10) personal days.

Section 24: Uniform Allowance:

ROSI Operators will receive a uniform allowance of \$91.50 payable on the first paycheck of each bid period that they work (March to August or August to March). ROSI Operators that choose to skip a bid period will not receive a uniform allowance for the skipped bid period.

ARTICLE 52 UNION BUSINESS

The conducting of the Union business on Company time is strictly prohibited unless prior approval has been granted by an official of the Company.

ARTICLE 53 DAY OFF WORK PROCEDURES

1. Day off Operators shall consist of any Operator on a day off wanting extra work.
2. Day off Operators will only be scheduled to work when Operators working the Extra Board on their regular workday have all been assigned first.
3. Day off Operators will be assigned work when available, in the following manner;
 - a. day off and
 - b. Operators coming off of runs.
4. 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.
5. The extra work list will be posted on or before the effective date of each bid. All Operators who have signed up for extra work must check this list and if they find their name missing, will notify the dispatcher within three (3) days after the list is posted to clarify any misunderstanding.
6. Failure to accept work if offered on two separate occasions, will allow the dispatcher to drop the Operator's name from the extra work list for the remainder of the bid.
7. Work coming in to be given to the on-call Operators will be given in order whenever possible.
8. 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.

ARTICLE 54 COMMITTEES

Section 1: Labor/Management Committee:

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

Section 2: Safety and Schedule Committee:

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

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

It shall also meet with the appropriate departments to review issues relating to the security of operators, and passengers aboard buses operated by the Company. A member of the Transit Police Department shall from time to time be invited to the committee meetings to assist in resolving Security and Personal Protection Issues. Security-related incidents and incidents of assault and battery directed against the Bargaining Unit Operator(s) shall be reviewed with the committee to analyze contributing factors, in an effort to reduce future occurrences of a similar nature.

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

Section 3: Each Party will make every effort to exchange an agenda of topics to be discussed at least five (5) calendar days prior to any scheduled committee meeting. Subjects not appearing on the agenda can be discussed.

ARTICLE 55

Client Directed Reduced Service/Cash Out and Award of Holidays

Section 1: In the event there is a directive from the Company's client, which would reduce service for any work week and it is not listed as a contractual holiday in the Agreement (Article 36), the following will apply in order for an Operator to receive at least the minimum guarantees mandated by Article 48 (Run and Time Requirements):

- Bid to work consistent with the process in Article 36 (Holidays)
- Use floating vacation day (paid at run time)
- Use floating holiday (paid at run time)
- Use accrued sick time (Eight (8) Hours)
- Use birthday (paid at run time)
- Sign up for Company scheduled training class if offered at the discretion of the Company

Section 2: In the event an insufficient number of Operators sign up to work, then work will be assigned in reverse order on the entire seniority roster regardless of the affected Operators 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 Collective Bargaining Agreement. An Operator 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 3: An Operator who is off sick and the reduced service day falls on a normally scheduled work day for that Operator, they shall be allowed to use sick leave pay identified in Article 35.

Section 4: An Operator normally off on a reduced service day shall not be excluded from signing up to work.

Section 5: Floating holidays identified in Article 36 will be awarded on each April 1, of every year of the Agreement, with the exception of new Operators it will be done at six (6) months following their date of hire, and then on every April 1.

Section 6: Those Operators who do not use their floating holidays by March 31, of every year will have them cashed out in the following month. Cash out of the floating holidays will be done so they are paid by the last pay day in April.

DURATION-TERMINATION-RENEWAL

This Agreement shall become effective January 16, 2016 and shall remain in effect until and including June 30, 2020.

The Parties have had the full opportunity to negotiate all mandated subjects of this bargaining prior to reaching final agreement on this Agreement. The Parties have negotiated in good faith.

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 ninety (90) days in advance of the date of expiration.

If such notice is not given, the Agreement stands renewed for the following year.

In the event such notice is given, negotiations leading to the execution of a new contract shall commence within ten (10) days from the date of such notice.

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

In witness whereof, the Parties hereto have hereunto set their hands and seals this _____ day of _____ 2016.

ATU Local 1433:

Name: **Bob Bean**
Title: President and Business Agent

Signature: _____

Date: _____

Name: **Michael L. Cornelius**
Title: Financial Secretary & Treasurer

Signature: _____

Date: _____

Name: **Felipe Sandoval**
Title: Executive Board Member

Signature: _____

Date: _____

Name: **Chris Sheaffer**
Title: Executive Board Member

Signature: _____

Date: _____

Transdev Services, Inc., Phoenix Division:

Name: **Katrina Heineking**
General Manager

Signature: _____

Date: _____

Name: **Dave Todd**
Title: Assistant General Manager

Signature: _____

Date: _____