



Collective Bargaining Agreement
Between

ALTERNATE CONCEPTS, INC.

AND

AMALGAMATED TRANSIT UNION
LOCAL 1433

July 1, 2015 through June 30, 2020

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ARTICLE 1 WITNESSETH

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

The parties agree as follows:

ARTICLE 2 MASTER AGREEMENT

This Agreement is made and entered into this 2nd day of October, 2015, by and between (ACI) Alternate Concepts Inc. herein referred to as the "Company," and Amalgamated Transit Union, Local 1433, hereinafter referred to as the "Union," collectively known as the "parties."

The parties may, upon ninety-calendar days written notice open the Agreement for the purpose of re-negotiation of the requested Articles or Sections. 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, the Article(s) in question shall remain unchanged.

ARTICLE 3 GENERAL PROVISIONS & RECOGNITION

Section 1: The Company recognizes the right of its Operators to bargain collectively through representatives of their own choice, and recognizes the Union as the exclusive bargaining representative of all its Operators covered by this Agreement. When the term "Operator" is used, it shall mean "Operator" covered by the Collective Bargaining Agreement.

Jurisdiction of the Union and the appropriate unit for collectively bargaining are defined as embracing the work of all "Operators" included within the classification of Operators as set forth in the wage section of this Agreement.

Section 2: There shall be no discrimination by either party against any Operator, union member, or any other individual because of race, color, religion, gender, sexual orientation, gender identity, national origin, age, 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 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 all other similar laws.

Section 3: When the term "Operator" or the masculine gender is used in this Agreement, it shall mean an Operator coming within the scope of this Agreement and shall encompass both the male and female gender.

Section 4: 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:** All business pertaining to this Agreement shall be transacted between the properly accredited officers or agents of the Company and the officers of the Local Union, and duly appointed Stewards and negotiations committee; 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 Agreement.
- Section 2:** The parties will furnish to each other up-to-date lists of all representatives of the Union, to include committee members and representatives from Management. The parties will immediately notify each other of any changes.
- Section 3:** The Union shall address the students in each training class with a maximum of sixty minutes per training class. This will be at a mutually agreed upon time.
- Section 4:** The Company will continue to provide the Union with the current bulletin board and space for it. This will be used by the Union for the posting of official notices, meetings and all other matters pertinent to the Union. The Union will be provided the keys to the Board and will have and maintain sole access to it.
- 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.).

ARTICLE 5 COOPERATION

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 Operators. In this spirit, the Company and the Union agree that they will abide by the following:

- a) Provide fair treatment of said Operators.
- b) Provide for the amiable adjustment of disputes, which may arise out of the application, or interpretation of this Agreement.
- c) Labor-management meetings will be held monthly to consider and endeavor to settle any and all complaints, grievances, and differences that may arise during the life of this Agreement.
- d) All Operators shall endeavor to treat each other with respect and offer full support in the performance of their duties.
- e) The parties agree that their mutual interest is enhanced when they endeavor to work jointly to resolve those issues that affect the Company and its Operators.
- f) The Operators shall endeavor 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 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.
- g) The Union will actively encourage Operators to treat each other with courtesy and

respect and to maintain a courteous and professional manner with Management, Supervisors and the General Public.

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 provision 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 Operators is are subject to report.

ARTICLE 7 PROBATIONARY PERIOD

Section 1: The probation period is to provide a trial period in which the Company can judge the new Operator's ability, competency, fitness, and other qualifications to perform the work for which he/she is employed. Such probationary period shall be as follows:

Light Rail Operators.....Ninety calendar days from date of hire. The Company shall have the right to extend an Operators probationary period up to an additional thirty 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 Operators.

Section 3. Probationary Operators 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. The parties agree that should a vacancy occur as a result of "the Project" (as defined by the creation of new or additional guideways) priority of employment for existing fixed route operations would apply. In the event that the creation or addition of any new or additional guideways takes place, the Company will provide a notice to the Union, who will post it on all properties to inform and give members the right of first refusal. The posting will be up for no more than fifteen calendar days. Employees wishing to exercise this right must notify the Union within the fifteen days. Once the fifteen days has expired, the Company will contact each member showing interest from the highest (as determined by their original hire date in the transit system) in seniority to the lowest. Once the Company fulfills this obligation, they may hire using their normal hiring standards. The Company may hire using their normal hiring standards to fill vacancies due to retirements, resignations, terminations etc.

ARTICLE 8 STRIKE AND LOCKOUT

Section 1: During this Agreement there shall be no strike, sympathy strike, work stoppage, slowdown, walkout, or demonstrations on the right of way directed at the Company.

Section 2: The Company will not lock out Operators during this Agreement.

ARTICLE 9 LEAVE OF ABSENCE

Section 1: Union Leave - The Company agrees that upon request, the officers and representatives of the Union shall be granted leave of absence to transact the business of the Union, provided reasonable notice shall be given, and their seniority and all other rights 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 payroll for purposes of benefit continuation.

The Union shall be responsible for reimbursing the Company for the cost of all taxes and wages, benefits, vacation pay, and sick leave accrual.

The Union official will be responsible for the Operator cost of those benefits borne by other Operators (i.e., Operator 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 a full-time Operator.

Section 2: Operator Leave - An Operator may be granted a leave of absence for a good and sufficient reason with supporting documentation. Applications for a leave of absence must be in writing, stating the reason for the request and specifying the exact number of days needed and turned in to the Project Administrator or designee. Such leaves shall be without pay and without loss of seniority. An Operator on a personal leave or sick leave (who is not making their portion of the weekly contribution to insurance premiums) must make the required contributions upon return to work. The total owed will be divided by the total amount of pay periods missed and added to current and future pay periods until the full amount in arrears is paid.

In the event an Operator exhausts all FMLA leave during the eligible period and has what would be a qualifying event, said Operator will not be denied a leave of absence as outlined above. 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.

- a) An Operator off on a leave of absence due to personal illness or disability that exceeds six 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:

- Twelve months-Work related illness/injury or
- Six months-non work related illness/injury

from the date he last worked, he shall be dropped from the employment and seniority rolls; provided, however, an extension may be granted if, justified.

- b) No fixed holiday or vacation pay shall continue for an Operator on sick or disability leave that exceeds six months, unless such leave is for industrial reasons, 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.

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 2:00PM the day prior to displacing Operator involved. Notification shall be made to the Union. The dispatcher or designee shall give notification of displacement to Operator involved.

Section 4: Operators on a leave 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. In addition, they shall report their availability every two weeks.

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 in accordance with the provisions of USERRA and he can meet the qualifications and requirements for the position that is 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 one month 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 Operator continues in said position beyond the one-month period, he shall forfeit his seniority rights.

Company shall notify the Union within five business 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.

Section 9: An Operator who suffers a work related injury or illness shall be allowed to use accrued sick hours and in the event the Operator has zero accrued sick hours, the Operator shall be allowed to use accrued vacation time at their normal hourly rate for all hours lost due to the industrial illness/injury absence for any workdays lost for up to the first five calendar days absence following the illness/injury prior to the payment of workers compensation benefits.

ARTICLE 10 CHECK-OFF OF MEMBERSHIP DUES

Section 1: The Company agrees to deduct from the weekly 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 forward such dues and assessments, and service fees to the properly accredited officer of the Union on or before the fifteenth but no later than the twenty-eighth of every month.

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.

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 on or before the fifteenth but no later than the twenty-eighth of the month. The Union agrees to indemnify and save the Company harmless from any and all liabilities resulting from compliance with the above section.

Section 4: Union shall indemnify and save the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken by employer under the provision of this Article.

ARTICLE 11 REDUCTION IN PERSONNEL - RECALL

Section 1: Based upon a service reduction when it is necessary to reduce the regular forces of the Company, layoffs shall be in the reverse order of seniority provided; however, five working days' notice will be given before any such layoffs. Operators so laid off will retain and accumulate seniority rights during such lay-off. Operators will be laid off in reverse seniority and recalled in seniority order.

Section 2: When the regular forces of the Company are increased, Operators on the recall list shall be recalled in seniority order.

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

First: The Company will notify each Operator at his last known address 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 Operator, 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.

Second: Operators so notified to report for work must report for work within fifteen business days of receipt of letter or lose their seniority and recall rights.

Section 4: Operators recalled under the provisions of this Article must be able to perform the then existing work requirements of the Company, as well as pass a physical by a Company paid doctor. It shall be the responsibility of the Company to retrain any recalled personnel on all new equipment.

ARTICLE 12 VACATIONS

Section 1: All Operators covered by this Agreement shall be entitled to an annual vacation. Vacations earned in any one year shall be taken the following year provided the Operator shall have worked the following:

- 2015 Vacation Accrual - 80% of their regularly assigned work from November 1 through October 31 (qualifying year). Any Operator covered by this Agreement who has worked less than eighty percent of their regularly assigned work shall have their vacation pro-rated accordingly.
- 2016 Vacation Accrual - 82% of their regularly assigned work from November 1 through October 31 (qualifying year). Any Operator covered by this Agreement who has worked less than eighty-two percent of their regularly assigned work shall have their vacation pro-rated accordingly.
- 2017 and thereafter Vacation Accrual - 85% of their regularly assigned work from November 1 through October 31 (qualifying year). Any Operator covered by this Agreement who has worked less than eighty-five percent of their regularly assigned work shall have their vacation pro-rated accordingly.

When an Operator is absent from duty due to an illness or injury incurred while performing

their duties and when such illness or injury is covered by the Arizona Workmen's Compensation Act, such time lost shall apply toward the minimum number of hours required toward earning a vacation, provided, such absence shall not exceed a period in excess of one year.

Time lost by Officers and Stewards of the Union while attending to Union duties, including vacations, holidays, and contractually paid leaves, shall be considered as time worked for vacation purposes.

Section 2: For purposes of this Article, extra board Operators shall be deemed to have performed their regularly assigned work on all days on which they presented themselves as available for work under the terms of this Agreement even though they did not receive work on all occasions when so available.

Section 3: Annual vacations shall be as follows:

Operators who transferred from the Veolia Phoenix location before December 27, 2010 shall be placed at step "E & F" of the vacation schedule set forth.

All Operators hired after December 27, 2010 shall receive time off benefits as provided for elsewhere in this Agreement, including the vacation schedule as follows.

- a) All new hires will be pro-rated based on total weeks worked multiplied by forty (hours), divided by 52 (weeks) up to one week.
- b) For the following full year of service, one week.
- c) For the next two full years of service, two weeks per year (which one-week can be broken up into floating days).
- d) After four full years of service, three weeks per year (which one-week can be broken up into floating days).
- e) All Operators hired before December 27, 2010 shall receive four weeks of vacation after seven years of service. Operators hired on or after December 27, 2010 shall receive four weeks of vacation after ten years of service.
- f) After seventeen full years of service, five weeks per year.

Section 4: Vacation pay shall be as follows:

- a) Operators holding down runs shall receive the same pay as he would receive if he worked his regular assignment during the vacation period.
- b) An Operator who works the Extra Board shall receive vacation pay based on forty-five hours per week.

Section 5: Full week vacation slots take precedence over single floating vacation days. The Company shall post vacation schedules not later than December 1st each year together with a seniority list. All vacation bids (January blind bid and yearly February through December bid) will be conducted by seniority. A vacation bid will be conducted for Operators who wish to take their vacation February through December. The bidding shall be held Monday through Friday, from 12:00 noon to 12:00 noon the 2nd week of January. The bid groups for vacation will be posted one week prior to the start of the bid. Each Operator shall make their bid choices on the day the Operator is designated to bid. The Union official will be relieved in sufficient time so as to start the bid by no later than 12:00 noon. The Company will post a notice (and sign-up) to all employees during the month of November to inform employees that they can take vacation during the month of January. Those Operators who wish to take their vacation in January will be allowed to by marking their interest and week selection on the sign-up sheet. The determination of vacation slots (slots means weeks) will be made as a "balanced vacation pic" (mathematically determining the total slots) as follows:

- Total accrued vacation hours (for entire bargaining unit) plus total floating holidays (for entire bargaining unit) divided by the total weeks per year.

A vacation calendar (showing each weeks available vacation time) will be kept in Crew Dispatch and posted for all employees weekly. Should a slot become available, the time will be opened up as individual single days or multiple days if requested by the Operator on a first come/first serve basis.

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

Section 7: Operators will bid their vacation in workweeks of five days. Operators eligible for fifteen vacation days shall be allowed to take five days as floating vacation days annually. Any days not used by December 31, shall be cashed out. Payment shall be made in the first January pay period in the following year.

Section 8: No vacation or vacation pay shall be allowed any Operator who leaves the Company for any reason during his probationary period.

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

Section 10: When an illness or injury occurs that will conflict with a vacation schedule, 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).

ARTICLE 13 MANAGEMENT PERSONNEL

Management personnel, dispatchers, office help, and supervisory forces of any department shall not operate trains in scheduled revenue service; as long as Operators covered by this Agreement are available and willing to work (refer to Extra Board Work Rules & Procedures).

ARTICLE 14 PASSES

Section 1: Upon completion of ninety calendar days of service, each Operator shall be issued an annual pass allowing for free ridership on all city buses and light rail vehicles for themselves, their spouse and dependent children under the age of eighteen years (twenty-two years if full time college student) that resides in the household. This benefit will be extended to any domestic partner or dependent children from a domestic partnership as defined by the City of Phoenix.

Section 2: An Operator leaving the service of the Company through retirement or disability shall retain their annual pass and that of their spouse or domestic partner annual passes; provided, however, upon the death of such Operator and remarriage of his spouse, the annual pass issued to the spouse shall be withdrawn. All Company obligations under this Article shall cease and be of no force and effect at such time as the Company's contract with Metro Valley Rail is no longer in effect.

ARTICLE 15 NEW RULES

- Section 1:** The Company can make reasonable rules and regulations governing the operations of its business, which do not conflict with any specific term of this Agreement.
- Section 2:** All existing rules of the Company are to be updated and incorporated in the Operators rulebook on an annual base.
- Section 3:** The Company will provide all Operators with a copy of the current Collective Bargaining Agreement as needed.

ARTICLE 16 PHYSICAL EXAMINATION

Section 1: For the duration of this Agreement, the parties agree that there will be two types of medical examinations, "Fitness for Duty," and "Department of Transportation" exams (D.O.T.). All medical examinations used to determine the medical fitness of an Operator, or medical certification will be paid entirely by the Company with no financial cost past to the Operator. If an Operator must have a follow up medical treatment including a "sleep study" test, the cost of the test will be paid through the Operator's medical insurance. In all cases (Fitness for Duty and D.O.T) the Company will handle the results on a case-by-case basis to better judge a particular Operator's issue.

- a) "Fitness for Duty:"
The Company, for reasonable cause may require a physical examination by a doctor of its choice to determine the physical fitness of an Operator for continued employment. If an Operator does not agree with the decision of the Company selected doctor, a doctor of his own selection may examine him, at his own cost. If the two doctors have opposing opinions, a third doctor will be selected by mutual agreement of the Operator and the Company. Both the Operator and the Company will accept the majority opinion of the three doctors as final. The cost of the third doctor shall be borne equally by the Company and the Operator.
- b) "Department of Transportation (D.O.T.):"
Each Operator must maintain a valid medical certification from a "D.O.T." certified doctor." Operators are required to receive a medical evaluation physical by a "Banner" Health Care Doctor found on the "National Registry of Certified Medical Examiners." There are five approved locations in the Valley. Hours of operation and locations will be posted on Company bulletin boards.

- Section 2:** The Company agrees to pay actual time for an Operator's physicals (i.e.. 3 month, 6 month, 12 month, 18 month), but will not include travel time.
- Section 3:** The medical provider will give all Operators a copy of their D.O.T. medical form prior to leaving the examination site.
- Section 4:** When an Operator in the bargaining unit cannot obtain a D.O.T. medical certification, such employment status will be handled on a case-by-case basis between the Company and the Union with final decision being rendered by the Company.

ARTICLE 17 DRUG AND ALCOHOL TESTING PROGRAM

Any future changes shall be incorporated in accordance with the notification process outlined in Article 15.

The Company and the Union are committed to having a drug-free and alcohol free workplace. The parties agree to be bound by all current and future federal requirements as outlined and to the extent applicable by the Federal Transit Administration (FTA) regulations for drug and alcohol testing.

All Operators will be offered Union representation when the Company conducts all probable suspicion and post-accident testing. If the Operator declines representation, they will sign a Union Representation Waiver form. However, under no circumstances will the collection be delayed for a representative to arrive. Suspicion is not probable unless verified by the direct observation of a Supervisor.

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. All time spent by the Operator complying with Company Drug and Alcohol Testing will be paid time. This includes all personal time, time after normal work hours, and time spent in traveling to and from the collection facility. Time compensated as personal time shall not be computed towards overtime calculations. All Operators on a leave of absence greater than 60 days must take a pre-employment drug test before returning back to work. An Operator is not considered eligible to return until the Company receives a negative result from the testing facility. All time spent waiting for the drug test results in these circumstances will not be compensated by the Company.

Operators that are required to take part in any Drug or Alcohol test and are taken out of service will be paid for all lost time.

After an accident, the Company will determine (based on the same criteria as defined under FTA Guidelines for post-accident drug and alcohol testing) if there is just cause for testing. If the accident meets the criteria the Operator will be tested and placed on paid administrative leave pending the outcome of the test.

ARTICLE 18 SAFETY

Section 1: The parties will continue their effort to prevent injury to employees and passengers. If as a result of a fatal accident, or accident that seriously injures or maims a customer, an Operator who is unable to immediately return to operating will be allowed paid time off not to exceed fifteen work days.

Section 2: The Company and the Union will comply with all safety rules promulgated by the city, state, and federal government.

Section 3: The Company will provide safe vehicles to be operated by their employees.

Section 4: The Company reserves the right to review automobile driving records of each Operator annually or as determined necessary at the sole discretion of the Company.

ARTICLE 19 ACCIDENT/ INCIDENT/UOR

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

Reports will be turned in as follows:

- Accident Reports: No later than twenty-four hours after the accident occurs: days off by contract excluded (vacation, sick, Holiday, Leave of Absence, etc.)
- Incident/UOR: No later than the end of the Operator's shift, unless the turning in of the report that day is excused by ACI Supervisory personnel.

Operators will be paid work time beyond their current shift but no less than twenty minutes per accident/incident/UOR report.

Section 2: Accidents will be judged by the Company as to preventability or non-preventability no later than three business days from receipt of the following information: Event Data Recorder, Accident Investigations Report(s), any available video related to the accident. Written notification of a determination of preventability will be furnished to the Operator and the Union no later than twenty-four hours after the determination is made, excluding Saturdays, Sundays, Operator illness, vacation time, Operators actual days off, Leave of Absence and Holidays.

Operators who are removed from duty due to an accident, which is pending the preventability question, will be placed on paid administrative leave until the determination is made.

If an accident is judged preventable and then reversed by the Accident 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 incident is judged preventable by the Accident Review Board and is contested, it will be handled through the Grievance and Arbitration procedure outlined in this Agreement.

Section 3: The Accident Review Board shall consist of three representatives: one from the Company, one from the Union and a mutually agreed upon Safety Specialist (DPS, National Safety Council, etc.). They shall meet once a month, if necessary, for the purpose of reviewing accident reports. Upon mutual agreement the parties may implement a peer review system for the purpose of reviewing accident reports.

Section 4: Any Operator may, at their own option, and on their 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 start of the Accident Review Board meeting.

The Safety Department shall notify the Operator and Union by confidential memo of the scheduled date of the Accident Review Board no later than ten days (excluding Saturdays, Sundays, holidays and days off) prior to the meeting.

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

ARTICLE 20 PAYDAYS

The Company agrees that paydays shall be on a weekly basis. Direct Deposits shall be submitted to the Operators chosen financial institution no later than Friday at 9:00AM. Pay Checks & Direct Deposit Slips ("Surepays") will be available on Fridays by noon, unless delayed by the delivery service outside the control of the Company. Pay stubs shall be available at the Crew Dispatch office.

For the purpose of this Agreement, when a National holiday falls on a payday, the payday for that week only will be moved forward by one day. Employees have the option of depositing payroll directly into their financial institution and must fill out Direct Deposit paperwork.

In the event an Operator's Direct Deposit funds are not submitted to the Operators chosen financial institution by 9:00AM on Friday, the Company will pay the Operator an additional two hours per day until it is corrected and issued (this will be handled on a case by case basis).

In the event a legitimate payroll shortage is uncovered (of more than four hours) the Company will contact

Corporate and have a check sent overnight delivery.

ARTICLE 21 DECLARATION OF WAR

In the event of declaration of war by the United States, the provisions of this Agreement may be opened if mutually agreed.

ARTICLE 22 LOST ARTICLES AND TAGS

In the event passenger belongings are left and found on a train, the Operator must inform OCC. Instead of punching out downstairs, Operators who must turn in items to Crew Dispatch will punch out upstairs.

ARTICLE 23 COURT APPEARANCE

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

Said Operator will be required to work before or after such consultation or court appearance when possible.

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

Section 3: When an Operator, on days off, is called by the Company to appear in court, be a witness, or give testimony, they shall be paid a minimum of eight hours at overtime rate of pay, plus expenses, such as meals, mileage, and parking.

ARTICLE 24 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 their regular pay for each day served.

Section 2: On any day an Operator is required to call in for jury assignment, they will notify the Company. The Operator who was told by the selection system to call the following day will be relieved by an Operator working the Extra Board between the times specified by the previous nights call. The Operator working the Extra Board will take over the run. The Operator selected for Jury Assignment will make the required call and if not needed, will catch up to the Operator who relieved him and take over his run. If the Operator is required to report, the Operator working the Extra Board will continue on the run.

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.

Section 3: On days when the Operator takes no time off from their Company assignment, they will retain all jury payment made to them by the court.

Section 4: Hours missed from work due to jury assignment will be counted toward the forty-hour weekly

pay guarantee for Operators.

Section 5: 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 their own run.

Section 6: Any Operator on jury assignment will receive no Company compensation if he fails to submit verification to the Company on their next scheduled workday. 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 25 ADDITIONAL AGREEMENTS

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

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

ARTICLE 26 ASSIGNABILITY

This Agreement shall be binding upon the successors and assigns of the parties, and no provisions, terms or obligations shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party, 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.

If the transportation contract between the Company and the Valley Metro Rail 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.

ARTICLE 27 CONFLICT OF LAW

If any provision of this Agreement conflicts with any state or federal law, then the state or federal law shall prevail.

ARTICLE 28 DISCIPLINE

Section 1: When the Company decides to take disciplinary action against any Operators, they will, at the same time, notify the properly accredited officials of the Union at the Union Office. The Union and/or the Operator may request a hearing. The Company shall provide the Operator a fair and impartial hearing at which time both parties will present all information pertinent to the case. Such request must be made within seventy-two hours of receipt of infraction notice (except days off granted by contract). Hearings will be held within ten business days of the request, unless extended by written mutual agreement between the parties. Hearings will not

be scheduled on Operators off time.

- a) An Operator shall be given the basis of the allegations in writing (by infraction notice). The hearing on these allegations shall not be held until after a forty-eight hour period from the date of issuance. The hearing shall only deal with the allegations against the Operator. Infraction notices will not be issued later than seventy-two hours after the Company first becomes aware that an alleged violation or infraction has occurred. Saturdays, Sundays, holidays, days off, sickness, vacation, leave of absence excluded.

The Company will not hire or use paid "spotters" during the term of this Agreement.

- b) The Company and the Union will, at either party's request, consent to a pre-hearing conference and information pertinent to the case will be made available at that time.
- c) All hearings which could result in a penalty may be attended by the Operator charged and a Union official (if so desired by the Operator). A waiver signed by the Operator will be required if an Operator does not want Union representation. The Union will make every effort to notify the Company prior to the hearing who will be the assigned representative.

All hearings will be scheduled during an Operator's normal work shift. If a hearing starts during an Operator's normal work shift and concludes after their shift would have normally concluded; all time after the conclusion of their work shift will be paid at straight time plus one half their rate of pay.

- d) In the event the Company wishes to counsel, or impose discipline for an infraction of the written rule or contact violation, an Operator's attendance is required. If in the event of job abandonment or a termination hearing where the Operator fails to contact the Company, the hearing will take place as outlined in this Agreement with a Union representative in attendance.
- e) No employee will be disciplined without "Just Cause." 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 as a result of being pulled out of service, suspension, or dismissal, then, and in that event, he shall be reimbursed by the Company to the extent of their wages lost and be reimbursed for all actual time spent in the hearings.
- f) After a penalty has been assessed either by an infraction notice or a hearing, no other action shall be taken against the Operator for that infraction.
- g) If as a result of an infraction or incident and removal from service is necessary the involved Operator shall be put on paid suspension pending the outcome of a hearing. No unpaid suspension will happen prior to a hearing taking place.

Section 2: All other information or violations of the same type over eighteen months old from the date the violation occurred will not be used for the basis of future disciplinary action.

Section 3: Not all discipline will be given administratively (see progressive discipline below). For the purposes of this Agreement, "administratively" means with pay.

Section 4: By mutual agreement 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 give Operators copies of all complimentary letters. Copies of employment

references will not be given.

Section 6: No Operator will be disciplined solely 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.

No recording shall be used by any manager against any ATU member for the purpose of finding misconduct or issuing discipline, referred to by the parties as “targeted surveillance” or monitoring an ATU member’s performance, except where there is an initiated event such as a complaint, collision, or incident. Any finding of misconduct or discipline based on such a review must be related to the specific incident, which was the subject of the complaint, collision or incident.

If, during this investigation, the Company finds any serious misconduct, the Company reserves the right to impose discipline in accordance with this Article.

Section 7: Progressive Discipline:

Any violation of posted and/or written Company rules, policies and/or procedures may result in disciplinary action. With the exception of Secondary violations listed and Serious infractions listed the Standard discipline listed below will be followed for all violations.

Standard Progressive Discipline

- Step one: Policy review / documented verbal counseling
- Step two: First Written Warning Notice
- Step three: Hearing and one calendar day unpaid suspension
- Step four: Hearing and three calendar day unpaid suspension
- Step five: Subject to Dismissal from Employment with Company

The definition “first”, “second”, “third”, “fourth” and fifth violation above for the standard progressive discipline shall mean the progressive step discipline for a violation of any one rule not a combination of rules. No violation of Company rules will be used in conjunction with a different violation for the purposes of progressive discipline. This policy is based on a floating twelve month time period.

Secondary Progressive Discipline

- Step one: Hearing and verbal counseling
- Step two: Hearing and two calendar day administrative working suspension
- Step three: Hearing and twenty calendar day unpaid suspension
- Step four: Subject to termination

Secondary Discipline will only be used for the following violations: The below listed violations will be based on a floating time period as outlined next to each violation. These will be on a case-by-case basis, and the Company can impose a lesser discipline, just not a more severe discipline.

- a) Fouling the yard track. (12 Months)
- b) Derailing due to running through an improperly lined switch. (18 Months)
- c) Running through an improperly lined switch. (12 Months)
- d) Failure to report an incident to a dispatcher, supervisor or OCC within 24 hours (days off granted by contract excluded). (12 Months)
- e) Signal violations:
 - 1. Dark signals violations- will be counted as a half secondary step. (12 Months)

- 2. Bar signal violations (12 Months)
- 3. Interlocking (embedded) signal violations (18 months)
- f) Opening doors on wrong side at a platform and opening doors in any location other than a platform without authorization from OCC. (12 Months)
- g) Knowingly/Intentionally moving vehicles while doors are open without authorization. (18 Months)
- h) Bypassing operating systems on vehicles without permission from OCC. (18 Months)
- i) Violating verbal/written restrictions on "Train Orders". Examples include: speed restrictions, stop and proceed. (18 Months)
- j) Failure to acknowledge, slow down or stop for right of way workers. (18 Months)
- k) Backing up trains without a "point person" and notification to OCC. A point person must be a Supervisor or other train Operator. (18 Months)
- l) Preventable Accidents (12 Months)

Serious Infractions

The following violations of Company policies and rules are considered serious infractions and shall be cause for discharge of the Operator, although the Company may impose, at its sole discretion, a lesser penalty.

- a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another Operator or passenger.
- b) Physical violence or fighting on Company or Client premises or vehicles or any time while on duty.
- c) Possession of firearms, weapons, or explosives, and similar devices on Company or Client premises or vehicles or any time while on duty.
- d) Threatening, intimidating, coercing or abusing fellow Operators, passengers, customers or members of the public.
- e) Violation of a felony law, which would prevent the employee from working continuously (incarcerated) for more than sixty days.
- f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on race, color, religion, sex, national origin, age, disability or sexual orientation.
- g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the vehicles. If in the event of a temporary loss or suspension of the required license or certification, the Operator may be first entitled to an unpaid leave of absence to correct said loss of a valid driver's license or other certificate required to operate the vehicles. The unpaid leave for temporary loss or suspension of license will be limited to thirty days.
- h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- i) Reporting for work under the influence of intoxicating liquor with a reading of .04 or above or illegal drugs or violation of the Company's drug and alcohol policy. (Reporting for work between 0 and .039 will result in removal from service, and counseling for the first offence, suspension (up to two days) for the second, and subject to termination for the third offense).
- j) Intentionally falsifying of any documents or misrepresenting yourself as someone other than a light rail Operator. This includes falsifying employment applications, time records, or any other document.
- k) Conviction of a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.
- l) Possession, use, sale, or distribution of a controlled substance while on duty or on Company or Client property.
- m) Use of cell phones (or watches being used as cell phones) while operating a vehicle

- or any other personnel electronic devise.
- n) Negligence (as defined by the direct actions of an Operator, such as reading while driving, using a cell phone while driving, eating while driving) causing death or severe injury.
 - o) Insubordination, defined as refusal to follow a direct order. The order cannot be in conflict with the terms of this Agreement. To avoid serious disputes, Operators are encouraged to follow direct orders that do not place the Operator or any passenger or member of the public in immediate danger, and bring the issue to the Union and ACI Management as soon as possible after the event occurs.

ARTICLE 29 ATTENDANCE

Section 1:

- A. Regular attendance is expected of every Operator. An Operator must report for duty on time at his assigned location and remain on duty for the duration of his shift or work assignment unless he has received authorization from his supervisor to be absent.
- B. To better assist dispatchers, Operator's who are unable to report for work will make every possible effort to contact management at least two hours before their report time, however Operators must telephone the Crew Dispatcher one hour prior to the beginning of his scheduled work shift or work assignment and inform the Crew Dispatcher of the absence and the reason for it. It is mandatory that the Operator call the Crew Dispatcher on the recorded line.
- C. An Operator who fails to call or notify the Company in accordance with paragraph B above on the first day of absence and who does not report or show up for work on his next shift or work assignment shall be terminated.
- D. 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 working days. For those Operators working four-day workweeks, they will supply a doctor's note for those absences that exceed three working days.
- E. Excessive unexcused absence is cause for discharge.
- G. If an Operator reports by telephone or in person within one hour after their report time and is not requested to report, the Operator shall receive one chargeable absence. Any Operator who reports for work and must call in sick after completing fifty percent of their scheduled work assignment will only be subjected to one half chargeable absence.
- H. An Operator who is absent due to personal 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. Operators must call Crew Dispatch to clear themselves for return to work prior to 2 PM the previous day, except as stated below.
 - * Operators who have an initial call for an absence and whose initial start time begins after 2:00PM on extended service days, those Operators may clear themselves at the same time of the initial call off, if they believe that they can work the following day.

Section 2: An Operators' 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, three consecutive paid sick leave days, bereavement, jury or witness, military service, leave of absence, 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. Operators will be allowed to use up to twenty-four unpaid hours (per calendar year) for personal time off in four or eight hour increments at the Company's sole discretion and will not be charged. The Operator will be responsible for informing the Company if the requested time is for four or eight hours. Operators who request four hours, then need additional time may contact Dispatch to request to stay off for another four hours. This time will only be approved if Dispatch has cover. Disputes over the exercise of the Company's sole discretion shall not be eligible for processing under the grievance and arbitration procedure of this contract. Before any Operator is permitted to use "sick leave" to excuse an absence, the Operator must first have an accumulated total of forty hours of sick leave on the books. In the event the Operator does not have forty hours of accumulated sick leave and calls off sick, the absence will be considered a "chargeable occurrence."

- B. The appropriate action for an excessive number of chargeable occurrences within any rolling 365 day as set forth above is defined as follows:

Three Chargeable Absences	Verbal Warning
Four Chargeable Absences	Written Warning
Five Chargeable Absences	Corrective Interview
Six Chargeable Absences	Subject to Discharge
Seven Chargeable Absences	Discharge

An Operator with six 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-month period immediately preceding the sixth chargeable absence. If the Operator's absence record for the sixth chargeable absence was beyond the Operator's control, an additional seventh chargeable absence will result in discharge without exception.

- C. Pattern absenteeism includes days absent before or after schedule time off, such as holidays, vacation or regular weekly days off. Pattern absenteeism shall be considered a separate offense from the schedule of instances in paragraph B above and shall be subject to Progressive Discipline. Operator attendance records shall be reviewed over a rolling twelve-month period.

Section 4: Discipline for absenteeism will not be issued if a status notice has not been issued within fifteen days after the occurrence is made known to the Company (Saturdays, Sundays, holidays, days off, sick leave, vacation, leave of absence excluded, etc.,).

Section 5: Each full time Operator, with over six months of employment, will receive the following bonuses to be paid on or before the 3rd pay date in December each year so the Operators may have it before Christmas, based on the following criteria:

Operator who works	90% of his work schedule	\$500.00 Bonus
Operator who works	95% of his work schedule	\$600.00 Bonus
Operator who works	100% of his work schedule	\$700.00 Bonus

The requirement to work the percentages identified above does not include time lost due to vacation, workman's compensation and holidays.

Miss-Out/Tardy

Section 6: 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 miss-out. Miss-outs will be assessed for: not reporting for duty by the scheduled report time or not calling; less than one hour before scheduled report time. When an Operator reports for their run or work assignment late, they may be placed on their run. Operators must notify the Dispatcher within one hour after their report time by telephone or in person. Failure to do such will result in one chargeable absence. If an Operator reports by telephone or in person within one hour after their report time and makes himself available at his requested time the Operator shall only receive one-half chargeable absence.

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 miss-out.

Section 7: The appropriate action for an excessive number of miss outs within any rolling 365-day as set forth above is defined as follows:

Two Unexcused Miss-outs	Verbal Warning
Three Unexcused Miss-outs	Written Warning
Four Unexcused Miss-outs	Corrective Interview
Five Unexcused Miss-outs	Subject to Discharge

A miss out will be excused whenever written verification is submitted substantiating a bona fide emergency as indicated below which prevented the Operator from reporting to work on time. Such written verification must be submitted within seventy-two hours from the time the Operator first reports for duty following the absence, or at the time of the hearing, whichever occurs first. Operators who are late as a result of a train on the tracks on 48th street will not receive a miss-out.

The burden of proof rests with the Operator. Examples of a bona fide emergency may be auto accidents, home fire, and illness requiring emergency treatment or hospitalization. Incidents such as flat tires, dead batteries, car not starting, late babysitter, etc., will not be an excused absence because they are not bona fide emergencies.

No Call-No Show's are unexcused absences from scheduled work where the Operator fails to call in within one 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/she supplies evidence that his/her 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 NCNS	Verbal Warning
Two NCNS	Written Warning
Three NCNS	Subject to Termination

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

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

The Company agrees to furnish the Union, upon request, copies of the applicable forms to

facilitate the Union's investigation of grievances concerning the application of this Article.

Section 8: The rolling 365-day period is defined as follows: (Example) an absence happens on January 1, 2015 the 365 days would end on December 31, 2015. You cannot have the same day of any year used in the calculations of the 365-day period. (No two January 1's)

Section 9: Operators not having a chargeable absence in any three month period will have a chargeable absence removed from their record.

ARTICLE 30 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. Business days are defined as Monday through Friday, exclusive of Saturday, Sunday and Holidays.

Section 2: No grievance shall be entertained or considered unless it is presented in writing within ten business days 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:

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

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

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

After a demand for arbitration has been made to the General Manager,

within five calendar days from that date, the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven names of impartial Arbitrators in the region nearest to the Company's premises. The Company and the Union shall, within ten business days following receipt of the list of Arbitrators from FMCS, alternately strike names from the list until only one name remains. The remaining Arbitrator shall act as the Impartial Arbitrator who shall hear and decide the issue. A flip of the coin shall decide who strikes first. In lieu of this selection procedure, the parties may agree upon an arbitrator to hear the dispute.

Section 4: The arbitrator shall meet, organize, and conduct all of the 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 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 fees and expenses of the 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.

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 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 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 31 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 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 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 Operators who are hired after December 27, 2010 will be considered new hires for the

purposes of seniority, wages and all benefits.

Section 5: Operator seniority will be determined by the time and date their application was submitted to the Company.

ARTICLE 32 BEREAVEMENT LEAVE

An Operator who has a death in the immediate family will be allowed up to five days paid bereavement leave by the Company. If additional time is needed they will be allowed up to two more days in state, or up to seven more days out of state for bereavement leave if they have usable vacation/holiday time on the books for the current calendar year.

In the event the Operator does not have usable vacation/holiday time on the books the Company will not unreasonably deny the unpaid requested time off.

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 (example: obituary notice, death certificate, or letter from funeral home on letter head...). When the term domestic partner is used, its definition will be defined by the City of Phoenix.

If an Operator fails to provide proof of death within ten working days upon returning to work; the Operator will be charged for one unexcused absence to cover the entire occurrence and be subject to the progressive discipline as outline in the attendance article. In addition any time paid for bereavement leave will be paid back to the Company through pay roll deduction. (The ten days may be extended if reason for non-compliance is beyond the Operator's control).

ARTICLE 33 SICK LEAVE

An Operator covered by this Agreement shall accrue sick leave at the rate of one day per month; provided, however, no sick leave shall accrue for any month in which an Operator failed to perform:

- At least fifty percent of their regular work assignment in calendar year 2015.
- At least sixty percent of their regular work assignment in calendar year 2016.
- At least seventy percent of their regular work assignment in calendar year 2017 and thereafter.

Section 1: New Operators, to accrue sick leave in the month of employment, must have been hired prior to the fifteenth of such month.

Section 2: An Operator may accrue a maximum of 96 hours of sick time annually. (For example, 8 hours x 12 months = 96 hours.). An Operator who works a 10-hour, 4 days per week schedule may be paid in increments of up to 10 hours provided he or she has the sick leave balance available and the Operator does not exceed 96 hours annually.

Section 3: Sick leave benefits shall begin on the first work day of any one illness and the first work day of injury from an accident (non-occupational) and must be used before insured's lost time benefits are used.

Section 4: Sick leave may accumulate by carrying over unused earned leave to the next year. An Operator may accumulate up to ninety-six sick hours per calendar year. At the end of each calendar year an Operator may cash out their accumulated sick leave on the first payday in

December of each year, provided he has performed ninety percent of his regular work assignments. Under no circumstances can an Operator reduce his accumulation below forty hours through the cash out process. The maximum amount of hours shall not exceed one hundred and sixty hours.

Section 5: An Operator who retires under Social Security or after having reached the age of 62 and/or having 25 years of service with ACI shall be entitled to payment of one hundred percent of his accumulated sick leave on their final paycheck.

ARTICLE 34 HOLIDAY PAY

Section 1: All Operators covered by this Agreement shall receive holiday pay for Holidays in accordance with the provisions set forth in this Article, provided they work their regular assignment the day before and the day after the holiday (vacation, industrial injury leave, and Union Business excluded). In the event an Operator's regularly assigned days off fall on the day before or the day after such holiday, for holiday purposes only, they will be considered as having worked.

All Operators must work the day before and the day after the floating holiday. Operators that do not work the day before or the day after will forfeit the floating holiday pay. The floating holiday may be rescheduled based on availability. An Operator may substitute sick pay for the loss of the floating holiday provided they have sick hours accrued in their sick bank.

All Operators who have completed over six months of service shall be entitled to two floating holidays and then each year thereafter.

All Operators will have their actual birthday off by default. Any Operator wishing to change their birthday (within the birthday month) must submit a bid during the vacation bid. In the event an Operator needs to change his bid within the birthday month, he may choose on first-come, first-served basis at a later date based on availability.

During the vacation bid, an Operator may also bid for their floating holidays on a seniority basis. In the event an Operator does not wish to bid at the vacation bid, he may choose another date on a first-come, first-served basis. One Operator or more (depending on manpower) may be off at any one time. Forty-eight hour notice must be given prior to requesting a floating holiday; however, in some instances, exceptions may be granted.

Section 2: Operators required to work on the following Holidays shall be paid for all time worked at their straight time hourly rate, and shall also receive holiday pay as provided for in Section 1 of this Article: President's Day, Martin Luther King's Day, Day after Thanksgiving, Veteran's Day and Christmas Eve.

Operators required to work the following Holidays shall be paid for all time worked at their straight-time plus one-half 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 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 days when reduced service is provided, a sign-up sheet shall be posted for Operators to indicate either their desire to work or be off. Operators signing up to work the holiday are expected to bid their work. Three "no bids" (except if a bid would create a schedule conflict) in a rolling 365 day period will result in an Operator not being allowed to sign up for a holiday bid for a rolling twelve month period. After the initial holiday bid and prior to

forcing, all “open” holiday runs will be posted for forty-eight hours in order for Operators to sign up on a first come first serve basis. No shift trading will be allowed on holidays.

In the event an insufficient number of Operators bid on work, then work will be assigned in reverse order on the seniority roster. When using reverse order to force, no Operator will be passed over other than if they are out sick or on vacation. Operators forced to work on any reduced service day will not suffer any loss of pay for being unable to start or complete their pre-assigned work the next day. An Operator choosing, or required, to work on a reduced service day may choose more than one piece of work.

Section 5: For the purposes of this Article, the contractual holidays will be observed on day declared by the City of Phoenix. Any Operator, who is scheduled to work on the day on which the holiday is legally observed, and for any reason fails to perform all work assigned, shall not be paid holiday pay. In the event an Operator has a miss-out and is required to come in, he shall be entitled to holiday pay. The bidding process for holidays must be completed and posted one week prior to the observed holiday.

Section 6: In no event shall an Operator required to work a special event or reduced service Holiday be paid less than four hours minimum for the day.

ARTICLE 35 INSURANCE

Section 1: After probation Operators 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 sickness and accident benefits (Short term disability insurance). Such policy shall provide for weekly benefits of four hundred dollars per week for a period of twenty-six weeks. Operators will not be required to use their earned sick time prior to this benefit being paid. The elimination period or waiting period (defined as the length of time between when an illness or injury begins and the receiving benefit payments from an insurer begin) for accidents is seven days and for illness is fourteen days.

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 this Article, an Operator must secure a certification of disability from a physician or physicians designated by the Company.

Section 4: The Company agrees to provide all Operators \$50,000.00 of life insurance after ninety days of service.

Section 5: The Company agrees to maintain a group medical plan for Operators and their dependents. This is to include all qualifying domestic partners and all qualifying children of the domestic partner for the duration of the Agreement. The Operator’s monthly contribution to the cost of the coverage is outlined below as a percentage of the total premium cost and is effective upon any Operator completing their training period.

Current Rates as of ratification of this Agreement will remain in effect until April 1, 2016.				
Category	Total Monthly Premium	Total Employer Monthly Cost	Total Operator Monthly Cost	Operator Weekly Cost
Operator Only	\$ 502.10	\$426.78	\$75.32	\$17.38
Operator Plus Family	\$1,319.47	\$1,055.58	\$263.89	\$60.90

The plan years will be April 1st through March 31st each year. The Company agrees that any premium rate increase will be capped to no higher than ten percent each year for years 2016 and 2017. After that, any increase of ten percent or higher will result in the automatic re-opening of this Article. The parties will meet, evaluate plan options, explore cost savings options and evaluate the possibility to change plans. The Company will make the final decision on design, level of coverage and costs.

The Company and Operator shall share premium costs as follows:

April 1, 2016-Eighty percent Company Paid / Twenty percent Employee Paid
April 1, 2017-Eighty percent Company Paid / Twenty percent Employee Paid
April 1, 2018-Eighty percent Company Paid / Twenty percent Employee Paid
April 1, 2019-Seventy eight Company Paid / Twenty two percent Employee Paid
April 1, 2020-Seventy five Company Paid / Twenty five percent Employee Paid

Section 6: When an Operator is injured on the job and is unable to complete their workday, they shall be paid for such hours lost as if they had worked. They shall be entitled to compensation equal to their 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.

a) The Company further agrees to replace any uniform item not covered by an insurance program that is destroyed (watches and prescription glasses included).

Section 7: The Company shall provide a dental care plan for all Operator's and their immediate families. The Company shall pay 100% of the cost for the Operator's coverage. At insurance renewal time the increases to the dependent dental premiums will be borne by the Company and the Operator on an eighty/twenty split basis.

Section 8: The Company agrees to make available a vision care plan for all Operators and their immediate family as part of the medical insurance plan design.

Section 9: The Company agrees to provide all insurance experience and the summary plan document of all insurance plans to the Union each year.

Section 10: ACI will provide the option for Operators to contribute to a Flexible Spending Account (FSA) up to \$2,500.00 per plan year for the purpose of paying for allowable medical and dental expenses not covered by insurance for example deductibles and copayments. ACI will pay the cost of the initial debit card. Operators are responsible for the cost of all replacement cards.

ARTICLE 36 COST OF LIVING

Section 1: In addition to the wage rates contained in this Agreement, all Operators shall receive a cost of living allowance based on the following:

First: The amount of the cost of living allowance shall be determined and re-determined quarterly on the basis of the Consumers Price Index (United States city average for urban wage earners and clerical workers, all items, 1967 equals 100) published by the Bureau of Labor Statistics, United States Department of Labor. The base is to be the November 1987 base.

Second: The November 1987 index shall be considered as the fixed base for determining the first adjustment effective April 1, 1988 in accordance with changes in the CPI ending November 1987. Thereafter, adjustments shall be made each three months

for the duration of the Agreement based on changes, if any, from the fixed base. Cost of living adjustments shall be in the amount of one cent per hour for each four-tenths point increase provided, however, no increase shall be more than ten cents per quarter.

Third: The cost of living adjustment shall be added to and become part of the hourly wage rates set forth in this Agreement and used in the computation of straight time, overtime, and all other allowances. However, the adjustments shall not be considered as being frozen into the basic contract wage rates.

Fourth: The cost of living provision shall be applied to increase or decrease the wage rates, but in no event shall it operate to decrease the wage rates below the basic hourly wage rates specified under "Operators Wage Rates" in this Agreement.

Fifth: The cost of living adjustments shall be computed on a quarterly basis and shall be made effective on the following dates:

A. The pay periods for the third year of this Agreement shall be April 1, 1988, July 1, 1988, October 1, 1988, and January 1, 1989.

Section 2: Example of applications: the first cost of living adjustment under this Article, to become effective the pay period nearest April 1, 1988, shall be computed by using quarterly period consisting of the months of December, January and February, 1988 with the index for November, 1987 deducted from the February, 1988 index to determine the number of points change. Subsequent adjustments are to be computed by using the index for May 1988, August 1988, and November 1988.

Section 3: This Article shall, in its entirety, be ineffective for the duration of the Agreement.

ARTICLE 37 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 "Rail 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 their regular assignment for more than six 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 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-month cumulative total in any twelve-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.

a) The maximum length of the cross Training program is a total of 132 working days (6 months at 22 days per month).

- b) 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 38 OFF DUTY

Section 1: All Operators must be off-duty ten hours before reporting back to work. After the new bid, Operators who select a run that conflict with the ten-hour rule shall not be paid for the off hours necessary to comply with the rule.

ARTICLE 39 RETIREMENT PLAN

Section 1: Employees covered by this agreement shall participate in an Amalgamated Transit Union 401(k) retirement plan administered by the Union. All covered employees may voluntary 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.

Employer Contribution:

The Company will continue to contribute 3.25% on behalf of each Operator until June 30, 2016.

Effective July 1, 2016 a 1% total contribution on the part of the Operator will generate a 3.25% contribution from the Company. If Operator contribution is less than 1% than the Company contribution will be 1%.

Effective July 1, 2017 a 2% total contribution on the part of the Operator will generate 3.25% contribution from the Company. If Operator contribution is less than 2% than the Company contribution will be 2%.

The funds will be sent to the appropriate party that is administering the plan on weekly basis for deposit into the employees account.

Effective date of Contributions:

Contributions to the fund shall begin effective with the first payroll period after the first day of the third month following date of hire.

ARTICLE 40 TRAINING ALLOWANCE

Section 1: General Instruction:

General instruction is defined as any time an Operator is willing to spend time with a fellow Operator, or student Operator in line service to offer general skill overview, pointers and instruction. When Operators are used for these training purposes, they shall receive additional compensation of ten percent of top Operator's hourly rate per hour. Additionally, all Operators covered by the Collective Bargaining Agreement will be utilized only for instructional training purposes relative to right of way duties/areas.

Section 2: Advanced Instruction:

Advanced instruction is defined as any time an Operator is relieved from his route for the purpose of in class instruction, which would also include behind the controls instruction, testing of skill levels, drafting and presentation of training materials, non-disciplinary evaluations, etc. Advanced Instructors will also be required to work with management to develop a training program and curriculum. When Operators are used for these training purposes, they shall receive additional compensation of fifteen percent of top Operator's hourly rate per hour. Additionally, all Operators covered by the Collective Bargaining Agreement will be utilized only for instructional training purposes relative to duties/areas of employment. Qualifications for Advanced Instruction will be mutually agreed to by the Company and the Union.

ARTICLE 41 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.
- Section 2:** The uniform specifications and any other attachments may be recommended through the mutual appointment of a uniform committee. Operators may wear up to two pins/ buttons on their uniform designated by the Union.
- Section 3:** Any additional expenses created by the Company through changing the uniform will be borne by the Company.
- Section 4:** Uniform allowance shall be as listed below:
- a) During probation new Operators shall receive \$175.00 for the purchase of uniform pants and/or shorts and shoes. After probation, the balance of the uniform allowance shall be paid.
 - b) Operators will receive \$350.00 net annually per Operator, (paid on the second pay period of December) for the purchase of uniform items.
- Section 5:** Operators who show evidence that their uniform was damaged or soiled in the performance of their duties will be entitled to have such damaged or soiled uniform repaired or cleaned by the Company.

ARTICLE 42 HEATERS AND AIR CONDITIONING

In no event will the Company put into service, or allow a train to remain in service, without properly working air conditioning, and heating. Operators will report defective air conditioning units and heaters to the OCC. When a train is identified as having defective air conditioning or heating, it will be swapped out at the end terminal that the train is destined to.

ARTICLE 43 TOILET FACILITIES

The Company shall provide adequate toilet facilities for Operators.

ARTICLE 44 EXTRA BOARD WORK RULES & PROCEDURES

The Company and Union will negotiate all Extra-Board Work Rules and Procedures in the Extra Board Committee. Changes to the Extra-Board Work Rules and Procedures must be agreed upon by the Company

and the Union before it is submitted for final approval to the membership of Amalgamated Transit Union. If the membership does not agree to a change, the existing rule will remain intact.

Any alleged violation of the Extra-Board Work Rules and Procedures will be subject to mediation from the FMCS prior to the grievance entering the Grievance and Arbitration process. If the parties fail to come to an agreement in mediation, the grievance will be moved to the Grievance and Arbitration Article of this Agreement. All mutually agreed upon language of the Extra-Board Work Rules stands as no different than that of language in this Agreement and are binding upon the parties as such.

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

ARTICLE 45 DAYS-OFF WORK

All Operators will be placed on a days-off work roster in order of their seniority. Operators must initial this roster beside their name on the day's they are requesting extra work or to be added to the "On-Call List" on a weekly basis. Operators who sign up and who are scheduled (excluding the "On-Call List") will be required to work, unless they call off. Sixty days after ratification, an Operator who calls off when assigned work on their day off will be issued a half attendance infraction. Operators who work their day off will be considered Extra Board Operators on those days. For scheduling purposes, these Operators will be scheduled after other Extra Board Operators who are working on their regular day. When Operators work their day off, they shall be governed by all rules pertaining to the Extra Board Work Rules and Procedures. When Operators actually work on their day off, they will then go to the bottom of the day off rotation to ensure that the list rotates to give each Operator an ability to work.

ARTICLE 46 CHOICE OF WORK ASSIGNMENTS

Section 1: Seniority list shall be established in accordance with the Operator's date of employment, in the operating department, with ACI Metro rail, its predecessors and/or successors.

The Company and the Union 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 times each calendar year, February, May August, and October.

Section 4: The bid, along with all information necessary for the Operator to select his work assignment, shall be posted not less than five days prior to the bidding commencing. The bidding shall be held Sunday through Friday, from 12:00 noon to 12:00 noon. The bid will be ready for group one 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. The Union official will be relieved in sufficient time so as to start the bid by no later than 12:00 noon.

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

Section 6: When a general bid is to be held, the total number of Operators to bid shall be divided by no less than five 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 ten

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 them and post the results by 2:00 PM 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 and post 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 60 Operators to bid. The 60 is divided by five and that is 12 Operators to bid each day.

First day of bids must be in by 12:00 noon Monday	=	Operators # 1 - 12
Second day of bids must be in by 12:00 noon Tuesday	=	Operators #13 - 24
Third day of bids must be in by 12:00 noon on Wednesday	=	Operators #25 - 36
Fourth day of bids must be in by 12:00 noon Thursday	=	Operators #37 - 48
Fifth day of bids must be in by 12:00 noon Friday	=	Operators #49 - 60, etc.

Section 7: Runs that become open between bids shall be posted for bid within seventy-two hours after being vacated and shall be advertised for bid three 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: 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 daily to the Extra Board.

Section 9: When students come out of training, those Operators who were forced onto a run shall have the option of going on the Extra Board.

Section 10: Any Operator on sick leave at the time of the bid who submits a letter from his doctor stating that he will be able to return to work within thirty 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.

ARTICLE 47 RUN AND TIME REQUIREMENTS

Section 1: The normal workweek for all Operators shall consist of forty hours worked based on five days. All hours worked in excess of forty hours during the work week, a regular run, or eight hours per day shall be paid for at one and one half times the Operator's straight time hourly rate of pay.

Section 2: All regular runs shall pay a minimum of eight hours per day including all time allowances.

Section 3: Operators pulling any train out of a yard will receive twenty-five minutes preparation time. All others checking in when not pulling out a train will receive five minutes preparation time.

Section 4: Operators will be relieved on the line at the Priest Station and shall be paid travel time to the yard. All Operators relieved on the line and required to travel to the yard shall be paid actual time which will include all waiting and travel time. In the event an Operator makes a relief on a line, actual travel and waiting time shall be paid to the relief point.

Any run that requires an Operator to travel to any terminal or yard to complete the run, shall be paid actual waiting and travel time included in the run. An Operator when relieved at a point other than the relief point shall be required to return the relief vehicle to the yard.

Section 5: Operators who are required to turn in lost and found items, and passenger survey cards shall be paid actual time to do so.

Section 6: All work performed on an Operator's regularly assigned days off shall be paid for at one and one half times the Operator's straight time hourly rate of pay, provided the Operator has worked his full schedule during their work week. For the purpose of this Agreement, an Operator who calls off sick has not worked, just because he received sick pay.

Overtime paid for on a daily basis shall not be duplicated on any weekly basis.

Section 7: For the duration of this Agreement, there will be no forced or mandatory overtime. Operators may, from time to time be requested to continue in route if a relief Operator is late, or there is no manpower to relieve. If an Operator continues, he will be informed by OCC or Crew Dispatch where the expected relief location will be.

Section 8: In the event an Operator is relieved or sent to the yard prior to completion of their run or assignment for any reason other than disciplinary or as the result of illness, the Operator will be paid the same as if he had completed his run or assignment provided he remains at the yard 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 9: A "split" of forty-five 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 split that is not paid for.

Section 10: The Company agrees to make at least eighty percent of the runs straight runs. In the event of service reductions, or in the event of service additions in the peak periods only, both parties agree to meet and arrive at a percentage of straight runs, which are proportional to the increase or decrease in peak service.

Section 11: Runs permanently 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 days before bid time, it shall be bid by extra-board Operators. The same applies in the event of a sign-up due to schedule changes.

Section 12: 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 minutes or more, management and the Union will explore options to reach an agreement within forty-eight hours of the known problem. In the event an agreement cannot be reached, a re-bid will be conducted.

Section 13: 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. All split runs shall pay time and one-half as follows:

A. All time worked that exceeds an eleven-hour spread or all hours over eight total in a

day (whichever is greater).

- B. "Time and one-half" is defined to be the applicable straight time rate of pay, plus one-half thereof.

Section 14: In the event the Company creates new divisions that require changes in the place of reporting for work, relief locations, travel time, or general working conditions which are not covered or provided for by the terms of this Agreement, such new conditions shall be subject to negotiations within ten days after receipt of written notice by either party and must be completed prior to the effective date of the change.

Section 15: The Company agrees to meet with the Union on an as needed basis to discuss recommendations for service adjustments.

Section 16: Four Day-10 Hour Run Rules:

- a) Runs can range between 9.50 hours and 10.50 hours. Runs less than ten hours will have make-up time to ensure at least ten hours pay per day is guaranteed. Runs exceeding ten hours will pay 1 ½ hourly rate for all time exceeding ten hours.
- b) A minimum of seventy-five percent of the total four day-ten hour runs must be straight runs or two-piece straight runs.
- c) There will be no mixing of eight hour and ten hour runs. Ten-hour runs will be handled the same as eight hour runs in the bidding process. All four day-ten runs will have at least two consecutive days off.
- d) Spread overtime paid after eleven hours on any four day-ten hour runs that are split. The maximum spread time on four day-ten hour runs is twelve hours.
- e) A four day-ten hour run can carryover between two 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.)

Section 17: The Company will make its best efforts to provide five-day workweeks with consecutive days off and will work with the Union to accomplish this objective.

ARTICLE 48 OPERATOR WAGE RATES

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

- A. The progression rate for all Operators hired after December 27, 2010 shall be as follows:

The wage rates specified in the top rate category shall be increased over the life of the Agreement as indicated below.

			1-Jul-15	1-Jul-16	1-Jul-17	1-Jul-18	1-Jul-19
	Current		3.00%	3.00%	3.00%	3.00%	3.00%
First Year	60.00%	\$15.24	\$15.70	\$16.17	\$16.65	\$17.15	\$17.67
Second Year	65.00%	\$16.51	\$17.01	\$17.52	\$18.04	\$18.58	\$19.14
Third Year	75.00%	\$19.05	\$19.62	\$20.21	\$20.82	\$21.44	\$22.08
Fourth Year	85.00%	\$21.59	\$22.24	\$22.90	\$23.59	\$24.30	\$25.03
Thereafter	100.0%	\$25.40	\$26.16	\$26.95	\$27.76	\$28.59	\$29.45

Section 2: Rates of pay for student Operators during their first four weeks of training shall be determined by the Company. After the first four weeks of their training period, they shall be paid the

rates of pay established by this Agreement.

ARTICLE 49 UNION BUSINESS

The conducting of the Union business (such as membership drives) on Company paid time is strictly prohibited unless an official of the Company has granted prior approval.

ARTICLE 50 DAY OFF WORK PROCEDURES

Section 1: Day off Operators shall consist of any Operator on a day off wanting extra work or wishing to be "On Call".

Section 2: Day off Operators will only be able to work when Operators working the Extra Board are not available for the work to be filled.

Section 3: Day off Operators will be assigned, in the following manner:

1. Day off
2. If work still needs to be filled, the Company will use the "On Call List"
3. After number 1 and 2 have been used and work is still available, the work will be offered to Operators coming off of runs.

ARTICLE 51 COMMITTEES

Section 1: Labor/Management Committee:

The Union and the Employer agree to establish a Labor/Management Committee (LMC) to meet not less than every three months in an effort to foster improved communications and a better working relationship. The Union Committee will be composed of all members of the executive board, shop stewards, and others deemed appropriate by the Union. 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 Light Rail 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 meetings will be held in any 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 ACI routes, 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 ACI trains. A member of the Security Department shall from time to time be invited to the committee meetings to assist in resolving Security and

Personal Protection Issues. Security-related incidents and incidents of assault and battery directed against the Bargaining Unit Operator(s) shall be reviewed with the committee to analyze contributing factors, in an effort to reduce future occurrence of a similar nature.

The Committee will be represented appropriately by the Union and the Company (i.e., Extra Board Operators, Union Officers, Scheduling Department Representatives, Transit Supervisors, and Safety and Security Representatives, etc.).

Section 3: Each party will exchange an agenda of topics to be discussed at least five calendar days prior to any scheduled committee meeting. Only subjects appearing on the agenda will be discussed unless business of an emergency nature is added by mutual consent.

**ARTICLE 52
DURATION-TERMINATION-RENEWAL**

This Agreement shall become effective July 1, 2015 and shall remain in effect until and including June 30, 2020.

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 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. The Collective Bargaining Agreement remains in full force and effect during negotiations.

In the event Valley Metro terminates its contract with ACI prior to June 30, 2015 the Company's obligations under this Agreement cease except accrued obligations to the date of termination.

In witness whereof, the parties hereto have hereunto set their hands and seals this 2nd day of October 2015, but as of July 1, 2015.

ATU Local 1433

Alternate Concepts, Inc.

Name: Robert J. Bean

Name: James O'Leary

Signature: Robert J. Bean

Signature: James O'Leary

Date: 11-13-15

Date: 11-17-15

ATU Local 1433

Alternate Concepts, Inc.

Name: Michael L. Cornelius

Name: Bruce Browne

Signature: Michael L. Cornelius

Signature: Bruce Browne

Date: 11/13/15

Date: 11/13/15

ATU Local 1433

Alternate Concepts, Inc.

Name: Charles Gooch

Name: Karen Lauderdale

Signature: Charles Gooch

Signature: Karen Lauderdale

Date: 11-13-15

Date: 11/13/15