



Collective Bargaining Agreement

Amalgamated Transit Union
Local 1433
And
MV Transportation/ Phoenix
Dial-A-Ride

EFFECTIVE
July 1, 2014 THROUGH June 30, 2019

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ARTICLE 1 RECOGNITION

- Section 1:** MV Transportation, Inc. ("The Company") recognizes the right of its employees to bargain collectively through representatives of their own choice, and recognizes the Amalgamated Transit Union Local Division 1433, ("The Union") as the exclusive bargaining representative of all the employees within the unit herein defined. Jurisdiction of the Union and the appropriate unit for collective bargaining are defined as embracing all bus drivers, dial-a-ride drivers and communications employees (window dispatchers, dispatchers and reservationists), employed by the Company at its facility located at 1001 South 4th Street, Phoenix, Arizona or such other location to which the Company may relocate such facility where it operates the program known as Phoenix Dial-A-Ride. The bargaining unit shall exclude all managers, supervisors, mechanics, utility employees, road supervisors, office clerical employees and guards.
- Section 2:** The Company and the Union each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation, conditions and privileges of employment nor will it limit, segregate or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability or any other protected status under Federal, State, and local laws.
- Section 3:** Nothing in this Agreement is intended nor shall be construed neither to prohibit or discourage compliance by any party with Federal, State or local laws pertaining to discrimination, affirmative action, or job accommodation nor to prohibit the Company from complying with all lawful mandates.
- Section 4:** The Company and the Union each agree that it will not discriminate against any employee or applicant because of such individual's lawful activity for or support of the Union or because of the individual's other lawful concerted activity for the purpose of collective bargaining or because of the individual's decision to refrain from such activity.
- Section 5:** When the term "Employee" or the masculine gender is used in this Agreement, it shall mean an employee coming within the scope of this Agreement and shall encompass both the male and female gender.
- Section 6:** Definitions Domestic Partner - for all purposes under this Collective Bargaining Agreement the parties agree to define domestic partners as individuals in a same-sex or opposite sex relationship with the employee where the relationship satisfies one of the following requirements:
- The couple has registered the domestic partnership with a governmental body per state or local law or,
 - The couple is in a committed long-term relationship and each partner is at least 18 years of age, share a common residence, [cohabitating for at least six months per year], is jointly responsible for one another's living expenses, is capable of consenting to the relationship, is not married or is not a party to another domestic partnership and is not related by blood in any way that would prevent them from being married in their state of residence or,
 - Verification can be by registration certificate, license or other legal document or the form of certification used by the parties. [See forms]
- Section 7:** It is agreed between the Union and the Company that the following terms apply:
- Business Days: Monday – Friday and excludes weekends and holidays.
 - Calendar Days: Each day of the calendar year.
 - Days not specified will default to "Calendar Days."

ARTICLE 2 REPRESENTATION

- Section 1:** It is mutually agreed that all business pertaining to this Agreement shall be transacted between the authorized agents of the Company and authorized Officers and Stewards of the Union.
- Section 2:** The Union agrees to furnish the Company with a current list of Officers and Stewards and will immediately notify the Company of any changes. The Company will notify the Union of all new employees hired—and all employees leaving its employ. The Company agrees to furnish the Union a current list of representatives and to immediately notify the Union of any and all changes.
- Section 3:** The Company will provide the Union with enough space for a bulletin board for Union Business. The size of the bulletin board will be no larger than 48 inches by 48 inches. The location of the board will be determined by mutual agreement between the Union and the Company. The bulletin board will be furnished at the sole cost of the Union. Matters posted shall be limited to Union business, which includes the posting of official notices, meetings and all other matters pertinent to the Union. The Union agrees that it will not intentionally post any material derogatory of the Company or Client.
- The Union shall have sole and exclusive access to maintain the bulletin board. If a posting becomes a concern, the Union and Company will meet and discuss the posting. The bulletin board will be located where all employees can easily see its contents.
- Section 4:** The Officers and Shop Stewards shall be permitted reasonable time off without pay to attend Union meetings called by the Local Union. The Company shall be given forty-eight (48) hours prior notice by the Local Union. The forty-eight (48) hour requirement may be waived as long as it does not interfere with operational needs of the Company.
- Section 5:** Union officials or their representatives not employed by the Company will check-in with the appropriate Company officials upon arrival at the work site. The Union representative will not in any manner interfere with the performance of work by the employees.
- Section 6:** When requested by the employee, there shall be a Union Official present whenever the Company meets with the employee about discipline. If the Union Official is unavailable, the meeting or interview shall not begin until the Union Official is present.
- Section 7:** The Officers or the Stewards of the Union for this property shall be permitted reasonable unpaid time to investigate, present and process grievances on the company property.
- Section 8:** Anytime notification is required between parties it will be made to one another in writing e-mail. In the event email is down, official notification will be by mail or fax. The parties will establish the appropriate methods and personnel to send and or receive such communication.
- Section 9:** When members are to be chosen to represent the employees of the bargaining unit for any committee, the Union President/Business Agent or designee shall appoint them.
- Section 10:** The Company will provide information legally required that relates to the enforcement of the Collective Bargaining Agreement.

ARTICLE 3 COOPERATION

- Section 1:** The purpose of this Agreement is to assure safe and dependable transportation to the public in the service area without interruption or impairment by labor disputes or controversies. It is recognized by the parties that mutual cooperation is a fundamental

principle of a public service operation, and that public service is paramount and is not to be adversely affected by any dispute between the parties. Accordingly, grievances and disputes arising during the term of this Agreement shall be adjusted by procedures set forth in this Agreement.

Section 2: The parties agree that the welfare of the employees depends upon the welfare of the Company, which in turn is dependent upon the good will and patronage of the public in the service area; and, since those mutual advantages can only be gained by giving the highest type of service, the Union agrees to exert every reasonable effort to raise the standard of ability and efficiency of the employees in order that they may become increasingly proficient in their duties, make the service more desirable and attractive to the public, and avoid waste of materials and manpower.

Section 3: All parties involved in the application, administration and abiding by this Agreement shall conduct themselves as to promote cooperation. In this spirit, the Company and the Union agree that they will abide by the following:

- A. Provide fair treatment of employees.
- B. Provide for the amiable adjustment of disputes which may arise out of the application or interpretation of this Agreement.
- C. Labor-Management meetings may be held monthly to consider and to settle any and all complaints, grievances, and differences that may arise during the life of this Agreement. The meetings will be held by mutual agreement. The meeting or meetings may be canceled at either party's discretion with reasonable notice and explanation.
- D. All employees shall 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 work jointly to resolve those issues that affect the Company and its employees. The Company may invite the Union in participating in the selection of all management and supervisory personnel.
- F. The employees shall 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 parties agree that they will treat one another's representatives with dignity and respect, and that employees and supervisors and other members of management will treat each other with dignity and respect.

ARTICLE 4 **MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the express provisions of this Agreement, the Company has the right to manage its business including the following:

1. Determine and direct the size and composition of the workforces, including the right to hire, promote, demote, discharge for cause, layoff or transfer any employee, and maintain the discipline and efficiency of its employees, i.e. reprimand, suspend, discharge, counsel or otherwise discipline employees.
2. Determine and schedule working hours, allot and assign work, shifts, routes and overtime.
3. Close down, reduce or expand the Company's operations and services.
4. Determine, change, amend, and enforce the policies, procedures and rules.

5. Determine and implement measures to promote safety and to protect the health and property, including drug and alcohol testing required by Article 39.
6. To set the standards of productivity, and the service to be rendered, implement various technologies that affect the operation or service operations.

Except as limited by an express provision of this Agreement, all management rights and powers are vested in the Company and are not subject to the grievance or arbitration provisions of this Agreement.

The Company's failure to exercise any right, prerogative or function, or the Company's exercise of any such right, prerogative or function, shall not be considered a waiver of the Company's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. This provision will not negate any bona fide past practice which may be established.

ARTICLE 5 **NO STRIKES, NO LOCK OUTS**

Section 1: During the term of this Agreement, the Company agrees that there will be no lock out, and the Union agrees on behalf of itself and the members of the bargaining unit represented by it, that there will be no authorized, concerted failure to report to work, cessation, or interruption of work, slow down, or strike.

Section 2: The Company, during the term of this Agreement, shall have the right to take disciplinary action, including discharge, against any employee who may engage in any unauthorized stoppage, strike, or slow down.

Section 3: The Company will not require drivers to cross a legal, primary picket line. Except, if within their duties they are transporting registered A.D.A./ Dial-A-Ride passengers.

The primary purpose of this Article is to provide uninterrupted service to the citizens and residents served by the Company. Nothing in this Article shall be construed to mean that a driver will be required to cross a picket line when doing so would put a driver or passenger in danger of physical harm.

ARTICLE 6 **UNION SOLICITATION**

Section 1: Union representatives shall not solicit or conduct Union activities on Company time.

Section 2: The Company will allow the Union Officials to spend up to forty-five (45) minutes in each training classes to discuss the Union who represent employees covered under this Agreement. It is understood that this orientation is not intended as a platform to make derogatory or defaming comments about the company or its policies.

ARTICLE 7 **PROBATIONARY PERIOD**

Section 1: A probationary period is a trial period during which the Company may judge the new employees ability, competency, fitness and other qualifications to perform the work for which they are employed. An employee shall only be subject to one (1) probationary period which shall be for ninety (90) calendar days.

A probationary employee is an employee who has never accrued seniority under this Agreement or predecessor Agreements or an employee rehired after separation of seniority shall be in "probationary" status until they have completed ninety (90) calendar days of employment

Employees with more than ninety (90) days of employment as of the date of this Agreement will not be probationary employees and those with less than ninety (90) days will be credited days toward probation from original date of hire. The Union and Company can mutually agree to extend a probation period on a case by case basis with at least five (5) days' notice prior to the end of the probationary period.

Section 2: Any discipline issued to an employee while in probation shall not be subject to the grievance and arbitration process. No representational benefits, including the use of the grievance and arbitration procedure herein set forth shall be available to probationary employees. Except that the Union may grieve instances in which it believes an employee's civil or applicable employment rights have been violated as a result of disciplinary action taken against the employee.

ARTICLE 8 **CHECK OFF OF MEMBERSHIP DUES**

Section 1: Upon receipt of an authorization form by an employee, executed and dated, the Company agrees to deduct from the wages of such employee the regular membership dues of the Union, assessments and initiation fees or other authorized assessments levied in a legal manner or the service fee and will forward such initiation fees, dues, assessments or service fees to the officer of the Union within fifteen (15) days of the last paycheck for the month. The Company agrees to deduct membership dues per pay period.

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

Section 3: The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind, which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

Section 4: The Company agrees to deduct from the paycheck of each employee who has so voluntarily authorized it, contributions to the ATU Committee on Political Education (COPE), and forward to the Union.

ARTICLE 9 **GRIEVANCE AND ARBITRATION**

The parties will try to dispose of grievances arising out of differences between employees and the Company before a written grievance is filed.

Section 1: **Definition.**
A "Grievance" is defined as any controversy between the Company and the Union involving a dispute that arises over the application or interpretation of this Agreement or the suspension or discharge of any non-probationary employee. The Union and the Company agree that the procedure outlined below shall be utilized for such disputes.

Section 2: **Filing a Grievance.**
The grievance must set forth the name of the employee, nature, details, date of the alleged violation, Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the Union to the Company (see Article 2, Section 8) within twenty (20) business days following the occurrence out of which the grievance arose or the date the employee became aware of the grievance. Failure to present the grievance within twenty (20) business days will be deemed a waiver of the grievance. No grievance shall be entertained or considered unless it is presented in writing to the Company.

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

First Step: The Union shall submit the grievance in writing to the Operations Manager, or his designee. The Operation Manager shall contact the Union Business Agent or designee to arrange a time and place to attempt to resolve the grievance within ten (10) business days. If the Operation Manager and the Union are unable to arrive at a satisfactory settlement during the meeting, the Company will give a written response to the grievance within ten (10) business days following the meeting. If the grievance is not resolved in the First Step, the Union may refer the grievance in writing to the General Manager after it receives written First Step decision. Grievances concerning termination from employment shall be expedited and be processed as Second Step Grievances.

Second Step: If a First Step grievance is not settled, the Union may request a meeting between the General Manager and the Union Business Agent or designee. Within ten (10) business days of the request the parties shall schedule a meeting. If the matter is not settled to the satisfaction of the parties, such dispute may be forwarded to Federal Mediation for mediation/arbitration of the grievance. If mediation is not agreed on the party initiating the grievance may appeal to formal arbitration as provided in step three (3) by notifying the other party of its desire to arbitrate the grievance in question within ten (10) business days following the next regularly scheduled Union meeting after the Second Step decision of the Company. In no case shall the request for arbitration be allowed more than forty-five (45) calendar days following the Second Step decision of the Company.

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

Section 4: The arbitrator shall meet, organize, and conduct all of the proceedings in the metropolitan area 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 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 written decision of the arbitrator shall be final and binding on the parties. 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 and hearing room will be equally shared between the Company and the Union; otherwise each party shall bear its own arbitration expense.

Section 7: Saturdays, Sundays and holidays shall be excluded in the calculation of the time limits provided in this Article. Such time limits may be extended by mutual agreement between the parties. Failure to comply with the time limits shall result in forfeiture of the failing party's position.

Section 8: 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 Agreement between the parties.

ARTICLE 10
SENIORITY

Section 1: **Date of Hire.**
Company (date of hire) seniority shall mean the length of time an employee has been employed by this Company or predecessor on the Client project, measured in calendar days from the first day of employment. If two (2) or more employees have the same seniority, the employee having an earlier employment application shall be deemed the more senior. In the event that application dates are identical, then the date and time of the pre-employment drug screen will be considered. Seniority shall be applicable only as expressly provided in this Agreement. Classification seniority shall be used for bidding, except that time off will be selected by date of hire within the classification.

Section 2: **Date of Classification**
The Company shall be organized into three (3) departments, Operations, Communications, and Reservations. Each Department has the following classifications;

1. Operations; Fixed Route Operators and Para transit Operator
2. Communications; Window/Radio Dispatcher, Scheduler
3. Reservations; Reservationists.

Note: the Scheduler classification shall be effective at ratification.

The classification seniority of all employees covered by this Agreement shall be determined by the length of continuous service within their classification and department, as defined above. Employees may not simultaneously accrue seniority in more than one classification in one (1) department. Seniority for part-time employees and full-time employees shall be separate. Employees choosing to move from part-time to full-time will be placed at the bottom of the seniority roster for bidding purposes. The same shall be followed for full-time employees going to part-time.

Section 3: The Company agrees to keep posted on a monthly basis revised seniority rosters showing the name, date of hire and date of classification seniority of all employees coming within the scope of this Agreement. Classification seniority shall be used for bidding the work schedule and for promotions.

Section 4: All transferring employees into the bargaining unit from other properties, division, or entities of the Company shall be considered new hires for the purposes of seniority.

EXAMPLE: An employee transferring in from another property with seven (7) years seniority with the Company will go to the bottom of the seniority list for bidding and lay off purposes. They will retain their seven (7) years seniority as it relates to wages and benefits as outlined in this Agreement.

Section 5: The Company will notify the Union within five (5) business days of all bargaining unit persons who accept non-bargaining unit duties with the Company and the approximate duration of the same. Any employee who has taken a position or has worked outside the bargaining unit for more than three (3) consecutive months, measured in calendar days, will lose all their seniority rights. If after three (3) consecutive months the employee does return to the bargaining unit they will be treated as a new hire for seniority.

Section 6: Changing Classifications;

The Company will promote or transfer in house employees who may be trained and qualified and in the appropriate classification before hiring into a bargaining unit position

from the outside. Dispatcher may promote/transfer to Scheduler; Operators may promote/transfer to Dispatcher and to fixed route operator. Reservationist may promote/transfer on an equal footing with Operators to any classification they are trained and/or qualified for.

ARTICLE 11 LEAVE OF ABSENCE

Section 1: Union Leave.

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

In the event any Union official is appointed or elected to a full-time position with the Union, the Union may request that the Company keep the official on the Company payroll for purposes of benefit continuation. The Company shall not be responsible for any cost for this leave.

The Union shall be responsible for reimbursing the Company, within thirty (30) calendar days following the Company's payment for the cost of all taxes and wages paid, vacation pay, sick leave accrual and medical premiums normally paid.

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

The Company will afford the elected or appointed officer all seniority rights set forth in this Agreement while they are serving in this capacity. 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 employed by the Company.

Section 2: Personal leave.

A leave of absence is defined as an absence in excess of five consecutive workdays. Personal leaves of absence up to ninety (90) calendar days may be granted by the Company. Employees who request time off not covered elsewhere in this Agreement (excluding: vacation, floating holidays, and sick time) which is less than five (5) consecutive workdays shall not exceed ninety (90) days over a two (2) year rolling period of time. Such leave or requested time off shall not be unreasonably withheld by the Company. Applications for leaves or requested time off must be in writing stating the reason for the request, and specifying the number of days desired. Seniority shall accumulate during a leave of absence; however, unless otherwise stated in this Agreement time spent on a leave of absence shall be without pay. Accrued benefits (vacation and sick time) shall not continue while on a leave of absence if it exceeds thirty (30) days.

An employee on leave of absence, as provided for in this section must secure a copy of the application from the Company showing that the leave has been approved, highlighting the final day of such leave. A copy of the application shall be furnished to the Union. The employee while on leave may continue his insurance coverage by paying in advance the total premium as established on a group basis, if the leave exceeds thirty (30) calendar days.

Any employee, at his option, may return to work prior to the expiration of his leave of absence. Employees returning from a leave of absence prior to expiration of said leave shall notify the Company before 12:00 noon the day prior to displacing any employee involved (excluding Saturdays, Sundays and holidays). Copies of such notification shall be sent to the Union. The Company shall give notification of displacement to any employee involved.

An employee on a bona fide leave of absence who has not returned to work at the end the requested leave, shall be terminated however, an extension may be granted at the sole discretion of the Company by providing written notice of such request to the employer.

Section 3: **Disability and/or Sick Leave.**

The Company shall provide written notice of all return to work requirements at the time an employee takes leave in accordance with this Article.

An employee on sick or industrial leave must keep the Company advised of his current address and telephone number.

An employee off on a leave of absence due to illness or disability covered and approved under FMLA that exceeds three (3) months, may continue his insurance coverage by paying the total premium as established on a group basis, each month in advance. Employees disabled from a work related injury which is covered by workers compensation will not be required to pay the monthly premiums to continue their health coverage.

Section 4: **Bereavement Leave.**

Employees who have completed their probationary period will receive five (5) days with pay due to absence by reason of death of a person in the employee's immediate family, three (3) days for non-immediate family. In addition, an employee who has a death in the immediate family may be allowed up to ten (10) days (five without pay) out of state for bereavement leave. Employees may use earned vacation where applicable. An employee's immediate family shall be defined as follows; spouse and children, parents, domestic partner, brother, sister. Non-immediate family is defined as stepchildren, grandchildren, grandparents, stepmother, stepfather, step-brother, step-sister, parent, or step-parent, of a spouse or domestic partner. Proof of death must be submitted upon return to work. When the term domestic partner is used, its definition will be defined by the City of Phoenix.

Section 5: **Military Leave.**

The Company will comply with the provisions of the Veterans Re-Employment Rights Act.

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

Section 6: **Civic Leave.**

Any employee receiving notification to report for jury assignment and so used, and who submits proof of reporting for the same, shall receive their regular pay for each day served.

On any day an employee is required to report for jury assignment, they will not be required work their regular assignment.

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

Hours missed from work due to jury assignment will be counted toward benefit accruals.

Any employee on jury assignment will receive no Company compensation if he fails to submit verification to the Company. Such verification will be supplied on jury commission forms, signed by commission personnel, date and release time provided. Said forms shall be submitted for all time the employee expects to be paid by the Company.

Section 7: Family Leave.
The Company shall comply with State and Federal Family Leave Laws to include FMLA.

Section 8: Industrial/Workman's Compensation.
The Company will abide by the law with respect to all Workers' Compensation related matters. It shall be understood that employees returning to work from workers comp leave of absence, and who require fitness for duty certification, must see a Company doctor for that certification. The Company shall agree to maintain a light duty program. The program guidelines will be mutually agreed to and may only be modified by mutual written agreement between the Company and the Union.

ARTICLE 12 **MANAGEMENT PERSONNEL**

Section 1: Any employee, who accepts a position with the Company outside the bargaining unit, shall be granted a leave of absence from the bargaining unit of up to three (3) months, measured in calendar days. The employee may return to the regular work assignment previously held and he shall be reinstated to his former position without loss of seniority. In the event such employee continues in the non-bargaining unit position beyond the three (3) month period, he shall forfeit his seniority. The Company shall notify the Union within five (5) business days of all bargaining unit persons who accept non-bargaining unit duties with the Company.

Section 2: Management personnel, dispatchers, office help, and supervisory forces of any department or mechanics, shall not operate vehicles in charter or scheduled service on lines, or provide additional service as long as employees covered by this Agreement are available and willing to work. The Company may use such persons to operate vehicles, until such time as a unit employee can reasonably and legally be put on the job to complete the work.

ARTICLE 13 **LAYOFF AND RECALL**

Section 1: When it is necessary to reduce the regular force of employees, lay-offs shall be in the inverse order of seniority, provided however, reasonable notice will be given, when possible, before any such lay-offs occur. Employees laid off will retain and accumulate seniority rights during the period lay-off.

Section 2: When the reduced force of employees is subsequently increased, employees of the Company on the recall list shall be recalled in the reverse order in which they were laid off.

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

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

Second: Persons so notified to report for work must notify the Company and the Union of their intent to return to work within five (5) business days of receipt of the Company's notice and must return to assigned work within ten (10) business days after receipt of the Company's notice or the employee will lose their right to recall under this Article.

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

ARTICLE 14 DISCIPLINE

The Company may administer discipline up to and including discharge. When administering discipline the following procedures will be followed.

Section 1: Company Rights.

The parties agree that the Company may post rules and may discipline employees for violation of such rules, provided that each employee is made aware of each Company rule. Rules will not be in conflict with this Agreement.

Section 2: Discipline

All discipline imposed on post probationary employees will be based on just and sufficient cause with full explanation given to the employee in writing. If the Company decides to administer disciplinary action to any employee, it will do so by issuing a written description of the allegations to the employee. Simultaneously, the Company will notify the Union, by sending a copy, via email to the Union office.

Infraction notices will not be issued later than five (5) business days after the violation or infraction is made known to the Company. For the purpose of this Article, "business days" shall also exclude employee's days off.

The Company shall schedule the employee a fair and impartial hearing. If the Company wishes to counsel, or impose discipline an employee's attendance is required. All discipline will be administered in a hearing. Such hearings will be held within seven (7) business days of the issuance of the infraction notice.

Section 3: Procedures.

- (a) All disciplinary processes will be performed by a General Manager, Road Supervisor, Operations Manager or Corporate/Regional Personnel, or their designee who shall be at a minimum at a supervisor level.
- (b) If, as a result of a hearing, grievance procedure, arbitration or otherwise, it is found that the employee was unjustly or improperly deprived of wages as a result of being pulled out of service, suspension, or dismissal, the employee shall be reimbursed by the Company to the extent of his contractual wages lost (to include any holidays that occurred), will be reimbursed for all time spent in the hearings and rights and benefits will be restored. Under no circumstances shall the Company compensate any employee beyond contractual wages lost. There will be no pyramiding of paid time for hearings and reimbursed wages.
- (c) Nothing in this Article shall prevent the Union from appealing a decision to the General Manager prior to a possible grievance.
- (d) The employee shall attend all hearings, counseling's or meetings, which may result in a discipline. At the Section 2 hearing, all information that the Company relied upon to impose discipline and all information that the Union believes supports its case will be presented by both parties at that time, to avoid delays

A Union representative may also attend the meeting if so requested by the employee.

- (e) If discipline is warranted it will begin at the completion of a hearing. Except that the Company shall have the right to remove an employee from service, pending the hearing, for behavior that is so egregious as to render the employee unfit to provide service to the public.
- (f) Hearings, counseling's or meetings shall not be held on employees off days, except in cases involving suspension.
- (g) All other information or violations of the same type over twelve (12) months old will not be used for the basis of future disciplinary action, unless otherwise stated in this Agreement.
- (h) All discipline must be given in consecutive workdays. If an employee on suspension is called back to work by the Company prior to having served his full suspension, the Company shall withdraw the balance of the penalty days.
- (i) Any situation that has unusual circumstances, the parties, without setting a precedent, may elect to change past procedure to more fairly judge the employee's particular case.
- (j) No employee will be disciplined as a result of a customer contact or third party contact unless verified.
- (k) The Company will not arbitrarily or randomly view any type of digital recordings for disciplinary purposes.
- (l) After discipline has been assessed no other action shall be taken against the employee for that infraction.
- (m) Suspension of an employee whether paid or unpaid does not extend the time frames outlined in this Article.
- (n) The Company and the Union will, at either party's request, consent to a pre-hearing conference (or teleconference) to discuss information relevant to the hearing.
- (o) Letters of commitment shall not exceed twelve (12) months unless it is for a safety issue then it shall not exceed eighteen (18) months.

Section 4: Progressive Discipline.

Any violation of posted and/or written rules, policies and procedures may result in disciplinary action. With the exception of serious infractions listed, the Company's Safety and Incident Policy, Cell Phone Policy, Attendance Policy and other bargained stand alone progressive discipline policies (for example, Drive Cam), the disciplinary process listed below will be followed for all violations.

Discipline Process

First Violation	Verbal Documented Counseling or review Policy
Second Violation	First Written Warning
Third Violation	Second Written Warning
Fourth Violation	Third Written Warning
Fifth Violation	Fourth Written Warning Subject to three (3) day suspension
Sixth Violation	Subject to Termination of Employment

The definition "first," "second," "third," "fourth," "fifth," and "sixth" violation above for the disciplinary process shall mean the progressive step discipline for a violation of any combination of rules. For example, if any employee is provided a written warning for failure to wear a proper uniform, that shall be considered

the first violation. If the employee subsequently fails to perform door to door service that shall be considered the second violation, etc. This policy is based on a floating twelve (12) month time period.

Serious Infractions

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

- a) Reporting to work or working under the influence or possessing alcohol or illegal drugs or controlled substances in the workplace.
- b) Deliberate damaging or abusing property.
- c) Carelessness or horseplay resulting in property damage in excess of \$5000 or serious personal injury.
- d) Insubordination, including the refusal and/or failure to follow a direct order, provided that no direct order may be given that violates the terms of this Agreement.
- e) Intentionally divulging confidential or Company proprietary information.
- f) Any forms of harassment prohibited by Company policies.
- g) Convictions for violating State, Federal, County or Municipal laws, regulations or requirements that would disqualify you from employment under MV's hiring criteria must be reported within twenty-four (24) hours upon return to work.
- h) Violations of the following Company policies:
 - Operating a vehicle without a valid license.
 - Driving on a suspended license.
 - Driving without a valid medical card.
 - Failure to report an accident/injury immediately to the dispatcher or supervisor, unless communication is not possible prior to leaving (radio not working, physically unable or hurt).
 - Un-insurability.
 - Negligent use of a Company owned or provided vehicle or equipment: e.g. leaving a vehicle with the engine running.
 - Unauthorized use of a Company vehicle or equipment including transporting unauthorized passengers.
- i) Willfully falsifying of any documents (legitimate typo and genuine errors excluded).
- j) Inappropriate, unprofessional or disorderly verbal or physical conduct directed towards coworkers, passengers, client or any third party while acting as a representative of the Company.
- k) Entering a passenger's home while in service or in Company uniform without a legitimate business purpose.
- l) Possession of weapons or explosives on Company premises.
- m) Dishonesty, theft or improper handling of cash (this is not to include unintentional errors in timekeeping and other errors which were not deliberate).
- n) Failure to properly secure a wheelchair or passenger, which results in an injury to a passenger. An exception to this rule is when the driver can be determined to not be at fault.

Cell Phone Policy

Any and all use of a personal cell phone or any other personal or unauthorized electronic device (including blue tooth devices, GPS, organizers, iPods, MP3 players, and all other hand free devices, which may be used for texting, talking, taking pictures, music, or any other use which may distract a driver) while operating any Company vehicle is a major violation of Company work rules and will result in discipline as follows:

- First Violation-Three (3) Day Suspension
- Second Violation-Subject to Termination

Refer to current negotiated MV Policy.

Drive Cam Policy

Refer to current negotiated MV Policy.

Drive-cam event video clips must be reviewed as quickly as possible. The Company will meet with a shop steward or Union official within three (3) business days of the receipt of a drive-cam event video to review the clip. The three (3) day time frame may be extended by mutual Agreement. The Union agrees to make available one shop steward or Union official for this purpose.

The only safety points issued by the Company against an employee will come from the Drive Cam Policy enforcement.

ARTICLE 15 NEW RULES

Section 1: Company Right.

The Company shall have the right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement.

Section 2: Notification and implementation.

The Company will notify the Union Office in writing of all changes at least twenty (20) calendar days before they are implemented.

When new rules are to be adopted by the Company, the Company shall meet and discuss the rule changes with the Union, prior to implementation.

Section 3: Posting.

When the Company decides to exercise their identified management rights and elects to change procedures, rules, regulations or practices that effect a covered employee, it will at that time post said changes that its employees will be uniformly informed.

Section 4: Employee Handbook.

The Employee handbook is necessary but not to be considered a part of this Agreement. If any conflict exists between the Employee handbook and this Agreement, the Collective Bargaining Agreement will prevail for all purposes.

The Company shall issue an Employee Handbook outlining all rules, regulations and policies not in conflict with this agreement. Prior to the implementation of any new or revised rule, regulation or policy the Company will issue an addendum to the Employee Handbook or a new handbook version, with a copy given to each employee and the Union, at least twenty (20) calendar days prior to the implementation of said rule, regulation or addendum. Company rules, regulations, and policies shall remain in effect until changed, removed, or replaced by the Company for the duration of this agreement, or any successor agreement.

Section 5: Prior to implementation.

The Company agrees to bargain the effects of any new or revised rule, regulation, or policy that involves changes not provided for in the Managements Rights Article of this Agreement.

ARTICLE 16 PAY DAYS

Section 1:

The Company agrees that pay days shall be on a bi-weekly basis, and paychecks shall be issued to employees no later than on every other Friday. Should a holiday affect a later payday, it will be paid prior to the holiday.

ARTICLE 17 ATTENDANCE

Section 1: Attendance Policy.

All MV employees are required to report to work on time every day they are scheduled to work. The following policy applies to all bargaining unit employees and is based on a rolling twelve (12) month time period.

Section 2: Excused Absence.

Excused absences are approved requests for Family Medical Leave (FMLA), personal, jury and/or witness duty, military leave, bereavement, pre-arranged vacation days, pre-approved unpaid time off, pre-approved Union business or any other leave protected by law. Attendance occurrences are not issued for excused absences, or when sick time is used for their absence.

Pre-arranged vacation days will be excused if:

1. A MV "Request for Time Off" form is completed and approved by the Operations Manager, General Manager or Regional Vice President.
2. These steps are completed per the division's advance notice policy.

Section 3: Unexcused Absence.

Absenteeism is measured in occurrences. Employees are required to call in for each day of work missed. However, if an employee receives authorization from the Operations Manager or their designee they will not be required to call in each day if the absence will include consecutive days. All employees who will be absent or tardy are required to notify their supervisor or dispatch at least one (1) hour prior to the start of their shift.

- Unexcused absences up to ten (10) consecutive work days will count as one occurrence. After day five (5) the employee will be required to provide a doctor's note for the absence.
- Failure to call in at least one hour in advance of your start time to report an absence will be counted as one-half (1/2) an occurrence.
- A tardy is counted as one-half (1/2) an occurrence.
- Failure to call at all for a scheduled shift is counted as two (2) occurrences.
- A failure to complete less than one-half (1/2) their scheduled shift is counted as one occurrence. If the absence continues into the next day then it will be considered one (1) occurrence for the entire absence.
- If an employee works more than one-half (1/2) of their scheduled shift, but cannot complete the shift, then the failure to complete will equal one-half (1/2) an occurrence. If this continues into the next day then the failure to complete will be considered a single (1) occurrence.
- Missing a prescheduled required meeting in which the employee received written notice is counted as one (1) occurrence.

Section 4: Tardiness.

- Arriving to work up to fifteen (15) minutes after your scheduled reporting time either for shift start or returning from rest or meal breaks is one-half (1/2) an occurrence.
- Reporting to work more than fifteen (15) minutes after a scheduled reporting time either for shift start or returning from rest or meal breaks will be counted as one occurrence.
- If an employee is tardy for their shift, the shift may be re-assigned and the employee sent home.

Section 5: Disciplinary Guidelines for Attendance.

All employees will be issued an Employee Attendance Report documenting each occurrence.

Violations of more than one component of the Attendance Policy, will receive a single point assessment of the highest value.

Employees are allowed a maximum of seven (7) occurrences within a floating 12 month period before a written warning is issued. Each occurrence is removed from the employee's record 12 months after the occurrence. If an employee reaches (10) occurrences within a floating 12 month period, he/she will be terminated.

Section 6: Clean Slate.
If an employee goes "occurrence free" for a consecutive five (5) month period, his/her attendance record will be wiped clean and any prior occurrences will not be considered as a basis for disciplinary action.

Section 7: Company Meeting Attendance.
We require that all employees attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

ARTICLE 18 COURT APPEARANCES

Section 1: An employee, who suffers lost time to consult with a Company attorney regarding Company business at the Company's request, attends court when subpoenaed as the result of witnessing or being involved in a Company related accident, or other matters which occur while performing duty for the Company, shall be paid at his regular rate of pay for such time lost. Said employee will be required to work before or after such consultation or court appearance when possible.

Section 2: If the employee is released for the day prior to two hours before the end of their scheduled shift, they will immediately call their supervisor and be advised where and when to pick up their own run or other assigned work. Under no circumstances shall an employee be required to work beyond his or her normal pay hours for any given day while required to attend court.

Section 3: When an employee, on their days off, is called by the Company to appear in court; be a witness; or give testimony, they shall be paid a minimum of four (4) hours at their regular rate of pay.

Section 4: Pay under this Article for any employee is limited to no more than twenty (20) days in any twelve (12) month period.

ARTICLE 19 BIDDING

Section 1: Employees shall maintain their current positions during bid time with the Company. New work acquired by the Company and work that becomes open due to employee attrition will first be made available to existing employees in the affected classification (fixed route, para transit Operator, window/radio Dispatcher, Scheduler or Reservationists) through bidding procedures on the basis of seniority. Full-time and part-time employees who are currently working in the capacity of (Operator, Dispatcher, scheduler or Reservationists) have the right to bid for work shifts. Work shifts shall be posted and bid at least two (2) times per calendar year: January and July. The Company shall give thirty (30) days advanced notice prior to the commencement of any bid. In the event there becomes a situation that would require a bid in a month other than what is stated the parties will meet and mutually agree upon a time.

Section 2: The bid process shall be by traditional line bid, with each employee selecting in classification seniority order within their respective classifications. There is no changing

classification by the Bid process.

Thirty days (30) prior to any Bid, Para transit Operators who want to operate fixed route and/or Group Charter assignments are required to get trained and qualified before being able to bid as a fixed route operator. Fixed Route Operators are only classification to be qualified to bid on non-para transit Operator work schedules. The Extra Board slots may only be staffed and bid by those Operators trained and qualified as both fixed and para transit operations. Once the Extra Board has covered and has no replacement work they may be used to fill any unfilled para transit work.

There will be no cross bidding during the Bid. Prior to any Bid, employees who wish to change classification may do so once trained and qualified in seniority order. Training, as staffing necessity requires, will be offered to those requesting and qualification may include an employee's ability to get a CDL and an additional background check.

There shall be separate bids for current full-time and for current part-time employees in each classification listed in Section one (1).

Section 3: All openings between bid times in any classifications (Operator, Dispatcher, or Reservationists) will be posted three (3) business days along with a signing sheet for employees to bid for open work. Within three (3) business days after the posting, the Company will then award work to the successful bidder, and will post the award.

Section 4: Procedures.

Bids will be subject to the following procedure:

- A Union official will conduct the bid with an employer representative.
- When a bid is to be held, the total number of employees to bid shall be divided by five (5) and this will be the number of employees required to bid each day.
- Each day's bids must be completed and turned in by the time each employee is scheduled to bid.
- Employees who fail to turn in a bid by their scheduled time will go to the bottom of the next day's bid list.
- Immediately following the scheduled bid the Company will post the results so the employees who are scheduled to bid next know what has been taken and what is now available.
- Bids need to be written down and turned in according to seniority as scheduled by Manager overseeing the bid process for those employees. This procedure continues each day until the bid is complete.
- Each employee must fill out the necessary number of choices with a required maximum equal to the number of employees in their group to make sure they receive one of their choices. If the employee 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). Any employee 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 employee 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 whatever work remains.

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 1:00 p.m. so the employees who are scheduled to bid the next day know what has been taken.

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

Section 5: New schedules become effective on the posted date.

Section 6: Any employee on any approved leave at the time of the bid will be able to submit their bid by proxy. In the event that the employee does not leave a proxy bid he will be assigned by the Union to a shift as close to his current shift as possible.

ARTICLE 20 **RUN AND TIME REQUIREMENTS**

Section 1: The Company shall normally schedule a minimum of one hundred forty-two (142) full time Phoenix driver employee shifts per week, the exception being holiday weeks or other periods of reduced service. In the event that the City of Phoenix reduces the amount of service to be operated by Company on the Phoenix Dial-a- Ride, this number shall be reduced proportionately to the reduction in the Company's revenue vehicle hours. A full time shift shall be scheduled for forty (40) hours; however, the actual number of hours worked by the employee will vary on a day to day basis depending on demand. This section shall not be construed to guarantee any employee a minimum number of work hours per week.

Section 2: The normal workweek commences at 0001 Saturday and continues until 2400 the following Friday.

Section 3: Overtime pay of time and one half (1 ½) shall be paid for all hours worked in excess of forty (40) hours per week and all hours worked on an employee's regularly scheduled day off, provided the full time employee has worked or will work his/her full workweek. Holiday, Vacation, Jury Duty or other non-working paid hours shall not be used to compute overtime pay.

Section 4: Regular employees who do not desire to work extra may refuse to do so, except the Company may request an employee to work additional time at the end of their shifts to complete their route if a dispatcher has determined that the allotted time for additional pick up and drop off can be completed and not exceed 15 minutes past their scheduled end time.

Section 5: In the event an employee is relieved prior to completion of his run or assignment for any reason other than disciplinary or as the result of illness, the employee will be paid the same as had he completed his run or assignment provided he remains at the garage and is available for emergency work, unless the employee volunteers to be relieved early.

Section 6: For all purposes of this Agreement, the term "Full Time Employee" shall mean an employee who bids on and is awarded a shift of at least forty (40) hours per week and who continuously works a shift of at least forty (40) hours per week. For all purposes of this Agreement, the term "Part Time Employee" shall mean an employee who bids on or is awarded a shift of less than forty (40) hours per week or who works less than forty (40) hours per week for more than four consecutive weeks, excluding approved leave of absences.

Section 7: The communication employees (dispatchers and reservationists) work-day shall start at their scheduled time for reporting or their actual show-up time, whichever is later and

shall end at their regularly scheduled time (or actual off duty time, if earlier) unless overtime is approved in writing by a supervisor. For Operators, their paid time shall be calculated from clock-in to clock-out. Employees may be assigned a lunch break by the Company, which shall be at least 30 minutes in length and be unpaid. During lunch, the employee will not be expected to perform any duties.

ARTICLE 21 **OFF DUTY**

- Section 1:** All employees will have off duty time required by law.
- Section 2:** Sign-up sheets will be posted for employees to sign up for additional work on their days off. Employees are responsible for filling out the sign-up sheets if they want to receive any additional work on their day off. All extra work will be assigned on a seniority basis using a rotation availability list.
- Section 3:** It is agreed by the Union and the Company that there will be no interchange of employees covered by this Agreement with any other entity unless mutually agreed upon.

ARTICLE 22 **WORKING OUT OF REGULAR ASSIGNMENT**

- Section 1:** If and when an employee agrees to be taken off their regular assigned work to perform other work, such other work shall be considered to be their days' work and shall be compensated for it as such. However, they shall not receive less compensation than they would have received for doing their regularly assigned work unless agreed to in advance by the employee.
- Section 2:** As long as an employee's title as "Operator" "Reservationist" "Dispatcher" 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 employee will be temporarily assigned outside of their regular assignment for more than three (3) 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 three (3) 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).

ARTICLE 23 **VEHICLE EQUIPMENT**

- Section 1:** The Company will maintain heaters and air conditioning to be operational at all times. In the event of a breakdown of air or heat, operators will not be required to take any other calls until they change the vehicle out. Rescues will be done if the air or heat quits during a long run, of fifteen (15) miles or more.
- Section 2:** Eating or drinking while operating a vehicle is not permitted. Employees may eat and drink in a secure location during breaks in service. An exception to this rule is an employee who takes a drink of water while stopped at a red light.
- Section 3:** Employees operating Company vehicles are responsible for picking up their items they brought on the vehicle (personal belongings, trash, etc.). In addition they are responsible for picking up loose papers and articles found in the vehicles they are assigned only. Employees will not be responsible in cleaning vehicles.

Section 4: Daily Vehicle Inspection or "D.V.I." reports will be filled out by the Operators assigned a vehicle on a daily basis. The Company will insure that all required items that are to be inspected are on the written or electronic (D.V.I.) report.

Section 5: No employee will be required to continue operating any vehicle that does not have properly functioning safety equipment. Except that beyond returning a vehicle to the yard where it is deemed by management to be safe to do so.

ARTICLE 24
COMPANY IDENTIFICATION AND PASSES

Section 1: No later than ninety (90) days after starting with the Company, each employee shall be issued Company identification.

ARTICLE 25
VACATION

Section 1: Each full time Operators and communications (dispatchers, scheduler and reservationists) employees who shall have been regularly employed by the Company for one (1) year or more as a full time employee will be given a vacation with pay equal to their pay rate in effect at the time of the vacation in accordance with the following schedule:

Period of Employment	1 st – 3 Years	4-6 Years	7-9 Years	10 + Years
Hours per year	40	80	120	160

Section 2: All full time employees may "cash in" any earned but unused vacation pay one time per calendar year by notifying the Company in writing at least 15 days prior to receipt of payment.

Section 3: Employees who suffer a loss of seniority or termination of employment prior to the completion of one year of full time continuous employment shall be entitled to no vacation pay upon termination of employment. Employees who terminate seniority or their employment after completion of one year of continuous full time employment shall be entitled to any unused vacation pay upon termination.

Section 4: Vacation pay is awarded on the anniversary date of full time employment, and is not accrued on a monthly basis. For example, if an employee becomes full time on January 1, 2001, they shall receive 5 days' vacation on January 1, 2002 and another 5 days' vacation on January 1, 2003.

Section 5: Vacation days off must be scheduled in advance and may only be taken with advanced approval from the Company. The Company may limit the number of employees on vacation at any one time. No vacation may be taken before it is earned.

Section 6: An employee's vacation pay shall be made available to him on the regular paycheck covering the pay period they took vacation.

Section 7: Employees may take their vacation days consecutively or as individual floating vacation days. Vacation may be rescheduled upon an employee's request.

ARTICLE 26
HOLIDAY PAY

Section 1: All Full Time non-probationary employees covered by this Agreement shall receive paid holidays in accordance with the provisions as set out in this section. Employees must

work his/her last scheduled shift before and first scheduled shift after the holiday to qualify for the paid holiday. A paid holiday shall be the number of average regular hours worked by the employee for the week in which the holiday occurs as determined by the bid schedule. Employees required to work on the holiday shall be paid for all time worked and shall also receive paid holiday hours as provided in this Article.

Section 2: The following are paid holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 3: Beginning on July 1, 2015 employees with six (6) months of employment with the Company shall receive one (1) floating Holiday. Thereafter, all employees who have six months with the Company on July 1st of each year of this agreement shall receive one (1) floating Holiday.

Section 4: Employees who reach five (5) years of seniority will be entitled to their birthday, as an additional paid holiday.

Section 5: Employees who would ordinarily work because of their work schedule and are prevented from working because of the holiday falling on their scheduled work day, such employees shall receive holiday pay as provided for in this Article.

Section 6: On holidays when reduced service is provided, a holiday sign-up shall be posted for employees to indicate either their desire to work or be off. In the event an insufficient number of employees sign up to work, then work will be assigned in reverse order on the seniority roster.

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

Section 8: Client Directed Reduced Service. In the event there is a directive from the Company's client, which would reduce service for any work week and it is not listed as a holiday in this Article. The following will apply:

- Bid to work according to Article 26 (Holidays)
- Use vacation day (paid at normal work time)
- Sign up for Company scheduled training class if offered at the discretion of the Company

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

Failing to work the day before or the day after a reduced service day as identified in this Article, will not affect the payment option chosen by the employee as identified in the first paragraph in this Section.

An employee who is off sick and the reduced service day falls on a normally scheduled work day for that employee, they shall be allowed to use sick leave pay identified in Article 27.

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

Reduced service days as identified in this Article will be used for the calculation of over time if the employee is normally scheduled to work, works or selects one of the option identified in the first paragraph in this Section.

ARTICLE 27
SICK LEAVE

Section 1: Sick leave will be provided to full time employees covered by this Agreement in the following manner.

Ratification

Three (3) to six (6) years of full time service = Two (2) days per year
Seven (7) plus years of full time service = Five (5) days per year.

Beginning July 1, 2017

Three (3) to six (6) years of full time service = Three (3) days per year
Seven (7) plus years of full time service = six (6) days per year.

Section 2: Unused sick days may be carried over from year to year with a fifteen (15) day cap.

Section 3: Sick days may not be cashed in or paid out upon separation.

ARTICLE 28
INSURANCE

Section 1: The Company shall provide health insurance (medical, dental, vision) for employees who are, or who will become, eligible in accordance the Patient Protection and Affordable Care Act (PPACA). The Company will further make available dependent coverage for these employees in accordance with the eligibility for employees under the terms of the PPACA. The Company at a minimum will maintain the current level of insurance that is provided to their employees in effect on ratification of this Agreement.

Section 2: The Company agrees to provide HMO health insurance with an employer/employee split for employee only insurance premiums as follows:

<u>Time in Service</u>	<u>Employer</u>	<u>Employee</u>
<u>In accordance with the PPACA</u>	Fifty (50) percent	Fifty (50) percent
<u>After one hundred eighty (180) days of employment</u>	100 percent	0 percent

Section 3: An employee on a bona fide leave of absence due to illness or disability covered by and approved under FMLA that exceeds three (3) months may continue their insurance coverage by paying the total premium as established on a group basis each month in advance. Employees disabled from a work related injury which is covered by workers compensation will not be required to pay the monthly premiums to continue their health coverage.

Section 4: Employees shall be eligible for medical insurance in accordance with the terms of the PPACA provided that the employee enrolls for group medical coverage immediately after becoming eligible under the PPACA. If the employee does not enroll at that time, they will not be eligible to enroll until the next annual "open enrollment" period. The Company will not be responsible for any employee who fails to properly enroll on a timely basis. Insurance will become effective on the first day of the month following that

date the employee becomes eligible.

Section 5: Life insurance will be provided to all (both part-time and full time) employees in the amount of \$25,000. A Company beneficiary form must be on file with the Company for this benefit to be paid.

Section 6: The Company may offer other benefits on a voluntary basis to the employees which may be purchased by the employee through payroll deductions. (Example: short and long term disability)

Section 7: An Opt-Out option will be available for insurance coverage: In order to be eligible, you must elect "decline" on your enrollment form and submit proof of other benefit coverage for the credit. The credit will be paid to an employee on a monthly basis in the amount of \$100.00 for every month they remain opted out of the medical plan.

In addition to the current Company medical plan, the Company will also offer, at employee's option, an affordable care plan as follows:

AFFORDABLE CARE HIGH DEDUCTABLE PLAN

The Company shall also offer an "Affordable Care" medical plan to all employees who are, or who will become, eligible under the terms of the Patient Protection and Affordable Care Act (PPACA). The Company will further make available dependent coverage under the Affordable care plan in accordance with the eligibility requirements as stated in the terms of the PPACA

Employer Contribution Rate: In order to comply with the PPACA, employees must be offered an "affordable" health care plan option. The employer contribution rate shall be determined by the terms of the PPACA. The Company reserves the right to move to another plan of its choosing without renegotiation of this Agreement.

ARTICLE 29 **401K RETIREMENT PLAN**

Section 1: Full time employees covered by this Agreement that are not in probationary status will be eligible to participate in the 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. All revocation or adjustment of the deferral will be in accordance with the plan.

For full time employees participating in the plan, and having three (3) or more years seniority, the Company shall contribute to the employee's 401(k) retirement plan the amounts listed below for each compensated hour.

Effective Date	Company Contribution Per Compensated Hour
Ratification	\$0.54
7/1/17	\$0.60
7/1/18	\$0.65

ARTICLE 30 **MEDICAL EXAMINATION**

Section 1: The Company may, at its expense at any time, require a physical examination by a doctor of its choice to determine the physical fitness of an employee to continue employment. An employee so examined, may, if they take exception to the results of the examination were examined at their own expense by a doctor of their choice to verify the findings of the doctor designated by the Company. If the findings of the two doctors are not in Agreement, a third doctor selected jointly by the employee and the Company, may examine the employee.

Section 2: Both the employee and the Company will accept the majority opinion of the three doctors as final. The cost of the third doctor shall be borne equally by the Company and the employee.

Section 3: In the event the medical exam indicates the unfitness of an employee to perform his/her duties; such employee shall not be allowed to return to duty unless medically certified by a physician as able to perform the full range of his/her duties. In the event the initial physical examination by the Company doctor as outlined in section (1) indicates an employee is fit to perform his/her duties; such employee shall be paid and/or reimbursed for all lost time and benefits (wages, holiday, vacation, sick time/pay etc.).

Section 4: In the event an employee fails to pass a physical as required by the Company, such employee will be advised of the reason for their failure to pass and will be provided with a copy of their examination by the Company.

ARTICLE 31 **SAFETY**

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

Section 2: The Company recognizes the importance of accident prevention and agrees it will cooperate with the Union in such safety work and takes an active interest in accident prevention work.

Section 3: The Company and the Union will make every effort to prevent injury to employees and passengers.

Section 4: The Company and the Union will make every effort to comply with safety rules promulgated by the State of Arizona and the Federal government.

Section 5: The Company and the Union will work together and designate up to three (3) persons who shall constitute a Safety Committee. The committee shall meet as needed and shall be authorized to make written or verbal recommendations to the appropriate supervisor (s) in the interest of maintaining safe working conditions for the employees.

ARTICLE 32 **ACCIDENT REPORTING & REVIEW**

Section 1: All Operators required to make an accident report shall receive copies if requested, of the original and any other report and be paid actual time. If they are required to make such a report at any place other than the Company's office, they shall be paid for the actual time required, including travel time. All operators will fill out the reports as soon as possible following the accident. All accident/incident reports must be turned in no later than twenty four (24) hours; days off granted by contract excluded (vacation, sick, holidays etc.).

Section 2: Accidents will be judged by the Company as to preventability or non-preventability as soon as possible after the accident occurs. Determination of preventability will be made within forty-eight (48) hours of receiving the Operator's completed accident report. Notification of preventability will be furnished to the employee and the Union in writing

within forty-eight (48) hours of the determination. Employees will be permitted to challenge the determination of preventability and if the preventable is challenged the following applies:

- A. The parties will within thirty (30) business days after the determination of preventability is challenged conduct an "Accident Review Board" (A.R.B.). The decision of the A.R.B. will be final and binding upon the parties.
- B. The A.R.B. shall consist of three (3) representatives: one (1) from the Company, one (1) from the Union and a mutually agreed upon Safety Specialist (DPS, National Safety Council, etc.). Upon mutual agreement the parties may implement a peer review system for the purpose of reviewing accident reports.
- C. If an accident is judged preventable and then reversed by the Review Board, the employee who has been assessed a penalty shall be reimbursed any wages lost due to penalty by the Company. In the event of termination, the employee will be reinstated with full seniority, benefits and lost pay, and their record changed to reflect a non-preventable.
- D. Any employee may, at his own option may submit supplementary reports in order to provide new or additional material pertinent to the case. All additional material must be submitted by the employee no later than seventy-two (72) hours prior to the review board meeting.

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

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

- E. In the case of an accident that results in termination, the A.R.B. will be convened not later than seven (7) calendar days after the termination of the employee on all accidents.
- F. Time limits for this Article must be followed unless mutual written agreement between the Union and the Company is reached to extend them. Failure to adhere to the time limits the party violating it shall forfeit their case. This does not apply if the impartial 3rd party causes the delay.
- G. All information will be presented to the Union no later than (72) hours prior to the Review Board meeting. Failing to present the information to the Union will result in the information not being presented to the A.R.B. for consideration. (Example Video, Audio, Police Reports)

Preventable Accident Definition: Any accident involving an organizational vehicle which results in property damage and/or personnel injury, in which the driver in question failed to exercise every reasonable precaution to prevent the accident.

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

Section 3: No preventable accidents over two (2) years old will be used for future disciplinary purposes.

Progressive discipline for preventable accidents for employees of MV Transportation will be outlined in this Article. On occasion accidents may be considered to be severe preventable accidents and they may lead to termination upon final determination of preventability.

Incidents involving damage up to \$300.00 to any part of the vehicle, or property damage and/or personal injury, will not be used for progressive discipline purposes provided no more than one (1) such incident per operator occurs in any rolling twenty-four (24) month period.

Four (4) preventable accidents within any twenty-four (24) month period may be subject to discharge.

The following policy will apply for all preventable accidents:

First Preventable Accident	Four (4) Hours of Defensive Driving
Second Preventable Accident	Operator Review, Defensive Driving
Third Preventable Accident	One (1) Day Operator Review
Fourth Preventable Accident	Subject to Discharge

Severe Preventable Accidents Discipline

The parties mutually agree that a Severe Preventable Accident is defined as follows:

A severe preventable accident is defined as any preventable accident that results in death, or severe injury. Also, any preventable accident or property damage that exceeds fifty thousand (\$50,000) dollars will be considered severe.

A severe preventable accident may lead to discharge.

First Severe Preventable Accident	May lead to Discharge
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Section 4: Employees subject to retraining as a result of a preventable accident will be paid for such time at their current wage level as outlined in Article 36.

ARTICLE 33 **INSTRUCTOR ALLOWANCE**

Section 1: Employees selected as line instructors/department trainers shall receive additional compensation of one dollar (\$1.00) per hour for each hour they may be assigned to instruct student operators/employees. Such assignment shall be by written authorization of the proper supervisory personnel. Such employee instructing students must submit a complete and impartial report on the student's progress to the Training Supervisor on a report form prescribed by the Company.

Section 2: The Company shall endeavor to assure that line instructors/department trainers responsible to train employees shall conduct such training in a uniform manner.

ARTICLE 34
CONFLICT OF LAW

Section 1: It is understood and agreed that if any provision herein shall conflict with any valid State or Federal law, then and in that event, such provision shall yield and the State or Federal law shall control.

ARTICLE 35
ADDITIONAL AGREEMENTS

Section 1: No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written documentation, and signed by the parties hereto.

ARTICLE 36
EMPLOYEE WAGE RATES

The straight-time base hourly wage rate for Employees shall be as follows:

Section 1: Wage Increases.

The following will be the wage step progressions for the employees covered by this Agreement. Each employee's annual wage increase shall be as indicated in the tables below.

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

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

Any employee with a pay rate higher than the scale at time of ratification will maintain that rate until the scale catches up to them.

NOTE: It shall be agreed that no Operator shall have their hourly wage rate reduced as a result of this Agreement.

OPERATIONS DEPARTMENT

Operators

PROGRESSION	Current	Ratification	7/1/2015	7/1/2016	7/1/2017	7/1/2018
START	\$13.36	\$13.36	\$13.36	\$13.36	\$13.36	\$13.36
12 MONTHS	\$14.03	\$14.03	\$14.03	\$14.03	\$14.03	\$14.03
24 MONTHS	\$14.71	\$14.71	\$14.71	\$14.71	\$14.71	\$14.71
36 MONTHS	\$15.37	\$15.68	\$15.99	\$16.47	\$16.96	\$17.47
48 MONTHS	\$16.60	\$16.93	\$17.27	\$17.79	\$18.32	\$18.87
60 MONTHS	\$17.67	\$18.02	\$18.38	\$18.94	\$19.50	\$20.09

COMMUNICATIONS DEPARTMENT

Dispatcher

PROGRESSION	Current	Ratification	7/1/2015	7/1/2016	7/1/2017	7/1/2018
START	\$12.44	\$12.44	\$12.44	\$12.44	\$12.44	\$12.44
12 MONTHS	\$13.01	\$13.01	\$13.01	\$13.01	\$13.01	\$13.01
24 MONTHS	\$13.57	\$13.57	\$13.57	\$13.57	\$13.57	\$13.57
36 MONTHS	\$14.14	\$14.42	\$14.71	\$15.15	\$15.61	\$16.08
48 MONTHS	\$15.01	\$15.31	\$15.62	\$16.08	\$16.57	\$17.06
60 MONTHS	\$15.76	\$16.08	\$16.40	\$16.89	\$17.40	\$17.92

Scheduler

PROGRESSION	Current	Ratification	7/1/2015	7/1/2016	7/1/2017	7/1/2018
START	\$12.54	\$12.54	\$12.54	\$12.54	\$12.54	\$12.54
12 MONTHS	\$13.11	\$13.11	\$13.11	\$13.11	\$13.11	\$13.11
24 MONTHS	\$13.67	\$13.67	\$13.67	\$13.67	\$13.67	\$13.67
36 MONTHS	\$14.24	\$14.52	\$14.82	\$15.26	\$15.72	\$16.19
48 MONTHS	\$15.11	\$15.41	\$15.72	\$16.19	\$16.68	\$17.18
60 MONTHS	\$15.86	\$16.18	\$16.50	\$17.00	\$17.51	\$18.03

Reservationist

PROGRESSION	Current	Ratification	7/1/2015	7/1/2016	7/1/2017	7/1/2018
START	\$11.31	\$11.31	\$11.31	\$11.31	\$11.31	\$11.31
12 MONTHS	\$11.86	\$11.86	\$11.86	\$11.86	\$11.86	\$11.86
24 MONTHS	\$12.44	\$12.44	\$12.44	\$12.44	\$12.44	\$12.44
36 MONTHS	\$13.01	\$13.27	\$13.54	\$13.94	\$14.36	\$14.79
48 MONTHS	\$13.74	\$14.01	\$14.30	\$14.72	\$15.17	\$15.62
60 MONTHS	\$14.34	\$14.63	\$14.92	\$15.37	\$15.83	\$16.30

Signing Bonus: All employees working for the Company on or before date of ratification shall receive a three hundred dollars (\$300) (minus statutory deductions) signing bonus.

Section 2: New Hires.

Rates of pay for student operators, dispatchers and reservationists during the initial training period shall be determined by the Company. After the initial training period all operators shall be paid the rates of pay established by this Agreement.

CUSTOMER RIGHTS AND CONTINGENCIES

- Section 1:** Termination of Transportation Services Contract.
If the transportation services contract between the Company and the Client to provide transportation service terminates for any reason, the parties to this Agreement shall continue to resolve disputes pending at the time of termination up to and including arbitration.
- Section 2:** Notification.
If 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, if known.
- Section 3:** Consolidation or Status change of Parties.
No provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership or management of either party hereto.
- Section 4:** Employee Benefit Contingencies.
The earned benefits (sick pay and vacation pay) for each bargaining unit employee at time of changing providers will be the responsibility of the current employing company at time of change over. As long as the employee remains in good standing until the last day of service the accrued benefits identified above will be paid out to the employees on their final paycheck due to be issued from the exiting employer.
- Section 5:** Rights of Customers.
Nothing in the Agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by the Company to Client or the passengers nor the rights and privileges of Client under the transportation services contract referenced in Section 38.1 of this Article.

ARTICLE 38 MERGER PROTECTION

- Section 1:** Requirements.
In the event any transit company, route, service, schedule, or any part thereof, is transferred to, consolidated or merged with the MV Transportation/Phoenix Division that is not governed by federal, state or local laws the Company and the Union will hold a meeting. This meeting/negotiations will discuss how, if any, operators transferring will be handled and any working condition changes that may be affected due to the before mentioned changes.

ARTICLE 39 DRUG AND ALCOHOL PROGRAM

- Section 1:** Regulation.
In acknowledgement of the nature of the Company's operations and the very special and overriding safety considerations, the Company has adopted the "MV Transportation Substance Abuse Policy". The policy is adhered to and expressly made part of this Agreement by reference hereto. A copy of this policy will be provided to the Union and each employee who will be responsible for acknowledging the receipt, reading and understanding of such policy by signing a statement to that effect.
- Section 2:** Testing.
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. The Company will pay the cost of all initial testing procedures. All suspension days associated with the testing of an employee will be paid, unless it is for a preventable accident or if a positive result is reported by the independent third party tester.

ARTICLE 40 **UNIFORMS**

Section 1: Uniform allowance shall be as listed below:

- A. New employees shall receive uniform voucher for three (3) sets of uniforms (three shirts/three pants/shorts).
- B. After completion of the ninety (90) day probationary period, employees shall receive uniform voucher for two (2) additional sets of uniforms.
- C. On an employee's anniversary date of hire employees shall receive a uniform voucher for five (5) sets of uniform.

Section 2: An Operator showing evidence that their uniform was damaged or soiled due to defective equipment while on duty shall be entitled to have such damaged or soiled uniform repaired or cleaned by the Company.

ARTICLE 41 **PART TIME EMPLOYEES**

Section 1: The Company retains the right to employ up to a maximum of twenty percent (20%) of the operator's work force of part time operators.

Section 2: Part time employees are not eligible for benefits nor do they carry or keep full time seniority. Employees from the full time ranks whom are unable to work available full time schedules and request part time status shall be placed on the part time list. Selection of unassigned work will be done by seniority. Layoff will be part time first, then by reverse seniority in the full time ranks.

ARTICLE 42 **DURATION TERMINATION-RENEWAL** **SCOPE OF AGREEMENT**

Section 1: This Agreement shall become effective immediately after midnight of July 1, 2014 and shall continue in full force and effect through midnight, June 30, 2019. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by certified mail, return receipt requested, or written receipt of delivery not later than sixty (60) days prior to an expiration date. If there is a decision to modify, then the two parties will establish a meeting to occur no later than thirty (30) days prior to expiration of the current term.

ATU Local 1433

Name: Robert J. Bean

Signature: 

Title: President/B.A.

Date: 4-27-2015

Name: Dwayne Session

Signature: 

Title: Vice President

Date: 4-27-15

Name: Michael L. Cornelius

Signature: 

Title: Financial Secretary and Treasurer

Name: Dana Kraiza

Signature: 

Title: Recording Secretary

Date: 4-27-15

MV Transportation

Name: Cliff Reynolds

Signature: 

Title: Director of Labor Relations, West

Date: 4/27/15