



# **SUN TRAN AGREEMENT**

**By and Between**

**Teamsters Local Union No. 104**

**And**

**Professional Transit Management  
Of Tucson, Inc.**

**August 1, 2015**

**To**

**June 30, 2017**

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## **AGREEMENT**

This Agreement entered into between Professional Transit Management of Tucson, Inc., hereinafter called the COMPANY; and, General Teamsters (Excluding Mailers), State of Arizona, Local Union No. 104, an affiliate of the International Brotherhood of Teamsters, hereinafter called the UNION.

## **GENERAL PROVISIONS**

### **ARTICLE 1 - RECOGNITION**

Collective Bargaining Agency: The Company recognizes the Union as the sole collective bargaining agency, with respect to wages, hours, and other conditions of employment for all employees in the work classifications set forth in the Agreement. NLRB Case # 28-RC-2486 Certification of Representative.

In the event of a sale or transfer of the business of the Company, or any part thereof, the purchaser or transferee shall be bound by this Agreement.

This Agreement shall cover all operating and maintenance employees of the Company, excluding, however, professional employees and supervisors as defined by the National Labor Relations Act. Where the term "employee" appears, it includes Coach Operators, Mechanics, Fleet Service Attendants, Fare Box Technicians, Facility Technicians, Custodians and Parts Clerks.

Business Agents, and/or a Steward shall be permitted to attend new employee orientations. The Company shall give at least forty-eight (48) hours advance notice to the Union and Stewards of all new employee orientation meetings.

The Company shall provide copies of all Federal Grant applications to the Stewards within twenty-four (24) hours of the Company receiving any such Federal Grant applications from any source.

For purposes of this Agreement, wherever the term he, his, him, or any male appellation appears, it is understood to include the female as well.

The Company will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

### **ARTICLE 2 - CHECK OFF**

The Company shall honor wage assignments executed voluntarily by employees, and when presented by the Union with such wage assignments, shall accordingly deduct from

employees' wages, on a monthly basis, the regular initiation fees, re-initiation fees, regular and uniform assessments and/or monthly dues when certified by the Union to be due and owing, and shall once monthly remit all monies so withheld to the Union.

DRIVE: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck.

The assignment and authorization shall be effective, and cannot be canceled (only in conformity with 302C, NLRB Act as amended) for a period of one (1) year from the date appearing on the check off authorization card or until the termination date of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner. This assignment and authorization shall be in effect and cannot be canceled during any of such years, but employees may cancel and revoke by giving the appropriate Company/Union representative, an individual written notice signed and which shall be postmarked or received by the Company within fifteen (15) days before the termination date of any collective bargaining Agreement between the Company and the Union, if such date shall occur within one of such annual periods.

### **ARTICLE 3 - NEW HIRES**

When the Company needs additional employees, the Company shall give the Local Union equal opportunity with all other sources to provide suitable applicant, and those qualified will be given equal opportunity to fill any vacancies.

The Company will provide the Local Union a list of all job announcements when the recruitment process begins.

### **ARTICLE 4 - UNION ACCESS**

Any authorized Business Agent and/or Officer of the Union shall be permitted on the Company's premises during working hours to investigate grievances and to administer this Agreement.

Such Business Agent and/or Officer may conduct Union business with those employees who are on Company time upon notification and authorization of the Company.

## **ARTICLE 5 - NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, handicap, veteran status or age in violation of any federal or state law, or engage in any other discriminatory acts prohibited by law, nor will they limit, segregate or classify employees in any way to deprive any individual employees of employment opportunities because of race, color, religion, sex, national origin, handicap, veteran status or age in violation of any federal or state law, or engage in any other discriminatory acts prohibited by law. This article also covers employees with a qualified disability under the Americans with Disabilities Act.

## **ARTICLE 6 - SHOP STEWARD**

There shall be no discrimination against any employee serving as a Union Steward.

Stewards shall be appointed by the Local Union and/or elected by the Union bargaining unit members and approved by the Local Union Executive Board. There shall be a Chief Steward and a Chief Safety Steward in the Operations department and also within the Maintenance department.

Each Chief Steward will be entitled to an assistant who shall fulfill the Chief Stewards responsibilities in his absence.

All stewards shall be regular full-time employees. The Union shall notify the Company, in writing, of any appointment or removal of stewards. The Company shall notify the Union office of the Company representative authorized to handle and settle grievances for the Company.

Stewards shall be permitted to enter and remain on the premises before and/or after the regular work shifts to perform their duties as defined herein:

- (1) The Steward has the right to present to the Company grievances or disputes which have been presented by an employee or group of employees.
- (2) The Steward has the right to file a written/verbal grievance with the Company for an employee or group of employees.
- (3) The Steward has the right to attend meetings with representatives of the Company when such meetings are necessary to present and adjust any grievances or disputes.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

Should differences arise between the Company and an employee as to the meaning and application of this Agreement, the parties shall make an earnest effort to settle such differences

promptly by the grievance procedure set forth below. However, the establishment of the steps in the grievance procedure for the formal handling of grievances shall not prohibit nor discourage the amicable solution of such matters without recourse to the grievance and arbitration procedure.

Grievances concerning disciplinary action resulting in the discharge of an employee shall be treated as all other grievances, except that Step 1 shall be omitted and the grievance shall be presented in writing, signed by the employee within three (3) working days of the effective date of the discharge. The second and third step meetings shall be limited to the aggrieved employee, or the aggrieved employee's designee, and not more than one of a group of aggrieved employees may be present at such meetings.

All monetary grievance settlements shall be paid by separate check to the grievant or grievants and a copy of the same sent to the Local Union for their records. Such settlements shall be paid on the next regular pay date. If any monetary grievance settlement is not paid on the next regular pay date the grievant shall be paid an additional penalty equal to four (4) hours pay at the employee's current regular straight time hourly rate of pay.

**STEP 1** - The aggrieved employee shall take the grievance up with his or her department director or designee, within three (3) working days after the grievance originally occurs or the matter shall be considered closed. The aggrieved employee shall complete the Step 1 grievance notification form provided by the Union and a copy of such form shall be provided to both the designated Company representative, the Chief Steward and the Union Business Representative.

The employee may have a Union representative present if he so requests. The Company shall advise the employee of this right by posting a permanent bulletin in one or more conspicuous locations.

### **NOTICE**

The employer recognizes the employee's right to be given requested representation by a Steward, or the designated alternate, at such time as the employee reasonably contemplates disciplinary action. The employer also recognizes the steward's right to be given requested representation by another Steward, or the designated alternate, at such time as the Steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a steward present whenever the Employer meets with an employee concerning grievances or discipline or investigatory interviews.

In such cases, the meeting shall not be continued until the steward, or the alternate steward, is present.

If an employee does not wish to have a Union steward present in any meeting where disciplinary action may be forthcoming or where the employee has a right to Union representation under this Article, the employee shall sign a waiver of Union representation, a copy of which shall be furnished to the Local Union upon its request.

**STEP 2** - If satisfactory settlement has not been effected within three (3) working days after the grievance was presented in Step 1, the grievance shall be reduced to writing; shall contain the complete facts; reasons and pertinent provisions upon which the grievance is based, and shall be signed by the aggrieved employee and a Union Steward. A meeting shall then be held within three (3) working days after the receipt of the same by the Company, between the aggrieved employees or the aggrieved employee's designee, the Union Steward who signed the grievance, or such other as the Union might designate, and the aggrieved employee's departmental supervisor, or such other as the Company might designate. The Company will provide its answer in writing to the grieving steward, Chief Steward, Union Business Representative and grievant, within three (3) working days after the Step 2 grievance meeting.

**STEP 3** - If the Company's answer in Step 2 is not satisfactory, the Union shall then request, in writing and within three (3) working days, a meeting with the aggrieved employee, or the aggrieved employee's designee, the Chief Steward, the Union Business Agent and the Company General Manager, or such others as the Company might designate. Said meeting shall then be held within three (3) working days after the receipt of same by the Company.

The Company, within three (3) working days after said meeting, will then give its written answer to the Union Business Representative, grieving steward, Chief Steward, and the employee.

**STEP 4** - If the grievance remains unsettled to the satisfaction of the Union, the Union must notify the Company within ten (10) working days of its intention to seek mediation.

The mediator will be one of the commissioners from the Arizona office of Federal Mediation and Conciliation Services. The mediator's decision shall be binding only if agreed upon by both, the Company and the Union.

**STEP 5** - If no agreement is reached in Step 4, by the Company and the Union, the Union must notify the Company within five (5) days of its intention to seek arbitration.

The arbitrator will be selected in the following manner:

The Company and the Union jointly, within five (5) working days, will request the Federal Mediation Service to supply them with the names of five (5) arbitrators and within three (3) working days after receipt of the same, shall, by process of elimination, by strike-off where equal courtesy shall apply, four (4) names are stricken, until the name of one (1) person not having been stricken, shall automatically become the arbitrator.

The decision of the arbitrator must be rendered within thirty (30) days of the close of the hearing, receipt of the transcript or briefs of the parties, whichever is later.

The arbitrator in the foregoing procedure may make a decision pertaining only to the specific case involved, but has no authority to modify, add to, delete, nor amend, this Agreement



in any way. Decision of the arbitrator will be final and binding on all parties and the expense of the arbitration to be borne equally by the Company and the Union.

If either party fails to meet the time limits required above, the case of the other party shall prevail; however, the time limit at any of the steps may be extended by mutual written agreement of both parties.

## **ARTICLE 8 - SENIORITY**

Seniority rights for employees shall prevail.

**SECTION 1** - Seniority shall be broken only by discharge or voluntary quit. Any employee laid off by the Company due to lack of work, shall be given two (2) weeks' notice in lieu thereof, two (2) week's pay. No employee shall quit without giving the Company two (2) weeks' notice in writing unless there is an emergency.

**SECTION 2** - When it is necessary to reduce the regular forces of coach operators or maintenance employees, layoff shall be in the inverse order of seniority in their respective departments. Employees so laid off will retain and accumulate seniority rights during such layoff. In the event of a layoff, full-time operators will be given the opportunity to bump down to part-time status. Supplemental (part-time) operators will be laid off as a percentage, as provided within Article 33 - Section 2. If recall occurs, full-time operators would be given first opportunity.

An employee so laid off shall be given three (3) working days from date of receipt of notice to notify the Company of his intent to return, and two (2) weeks to return to regular employment. Such notice shall be mailed to his last known address.

In the event any portion of the Sun Tran facility becomes unusable, or unsafe, due to the actions of any Federal, State or Local Regulatory Agency no bargaining unit employee(s) shall be laid off or have his regularly scheduled workday or workweek reduced. In the event such action(s) is taken, the Company shall be allowed to temporarily reassign the employee to other work duties/area until he can return to his regular job.

The Company, at such time of layoff, will inform employees to be laid off that it is the responsibility of these employees to keep the Company aware of their current mailing address and that employees laid off so notify the Company by registered, return receipt mail. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement, provided that the Company can show proof that certified mail recall was sent to the employee's last known address.

**SECTION 3** - Eight (8) separate seniority lists shall be posted in a conspicuous place on the Company's premises: (1) coach operators, (2) mechanics, (3) fleet service attendants (4) body shop, (5) parts clerks, (6) fare box technicians, (7) facility technicians and (8) custodians. On circumstances under which persons change from one classification to another, i.e. from

regular operator board to mechanic, seniority rights established at the time of leaving one board and begin new bidding seniority on the board to which they move, starting with the date of transfer.

Upon return to their original board, they assume seniority previously accumulated on the original board.

No employee will hold two (2) positions at one time, e.g. no employee will act as a supervisor and operator at the same time. Union personnel on a volunteer basis may be able to assist in expediting the movement and circulation of buses at special events, such as Charter movements and community shuttles.

**SECTION 4** - On circumstances upon which persons leave the department of work covered by the Agreement but remain in the employ of the Company in some other capacity, they may retain seniority rights established at the time of their leaving the bargaining unit, should they return to that unit within a period of three (3) months. An employee's Company seniority shall begin with the date of his most recent hire with the Company. In the event two (2) or more persons are hired on the same date, that person hired, whose application was the earlier submitted, will prevail. The Company will date and time-stamp all applications.

**SECTION 5** - New employees will be hired on a ninety (90) calendar day probationary period. Probationary period will begin after training and orientation period is completed.

During new hire and probationary status such employees shall not be covered by the terms of this Agreement, with the exception of Article 28-Pension Plan and Article 27-Health and Welfare, which shall apply upon date of hire.

After such employees have completed their probationary period, their seniority date shall revert to the first date of hire.

#### **ARTICLE 9 - JURY DUTY**

An employee who is called to serve or who serves on a trial jury shall be relieved of his regular duties during the period of such service and will be paid the difference between the amount paid him by the government for such jury duty and his regular straight time rate of pay for the time during that period when he would ordinarily have been working.

#### **ARTICLE 10 - PAYMENT FOR COURT APPEARANCE**

Any employee who is required by the Company to appear in court during the time he is not on duty shall be paid for the actual time he is required to be available, but not less than two (2) hours.

All employees required by the Company for court appearance that results in the loss of their regular day's work shall be paid for their regular workday.

## **ARTICLE 11 - EMPLOYEE/COMPANY COOPERATION**

**SECTION 1** - The employees shall work at all time to the best interest of the Company; they shall perform efficient service in their work; they shall operate and handle the Company's vehicles carefully, safely and with the utmost regard to the safety of passengers, the general public and the equipment entrusted to their care; 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. They will extend courteous treatment to customers and drivers of other vehicles.

**SECTION 2** - The Company and Union labor management committee, Business Agent, Chief Steward, Chief Safety Steward, Assistant Chief Steward and two operators/mechanics (selected by the Chief Steward on a rotating basis) shall meet approximately every thirty (30) days to further labor-management communications.

**SECTION 3** - If the Company requests the presence of a union steward at a meeting, the Company will pay the union steward for regular lost time due to the meeting. If the employee requests the presence of a union steward the Company will pay the union steward for regular time lost due to the grievance. The Company will attempt to schedule grievances during the union steward's normal business hours.

**SECTION 4** - The Company and the Union agree that the principal of a fair day's work for a fair day's pay shall be observed at all times and employees and supervisors shall perform their duties in a manner that best represents the employer's interest. The Company and the Union agree that there shall not in any way be intimidation, harassment or coercion of any Sun Tran employees by supervisors or fellow employees. The employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the employer with dignity and respect.

## **ARTICLE 12 - MANAGEMENT RIGHTS**

It is not the intention of this Agreement and the same shall not be construed so as to limit in any way the right of the Company to manage and operate its property. Unless specifically limited by this Agreement, the Company expressly reserves to itself the management, conduct, control and operation of its business, the direction of its working forces, the establishment of rules, instructions and regulations necessary for the safe, proper and sound conduct of its business, the determination of the type, kind, make and size of equipment used by it and the determination of how, when, or where such equipment shall be used.

## **ARTICLE 13 - COMPANY RULES**

**SECTION 1** - The Company shall not issue any rule or regulation that conflicts with or violates any provision of this Agreement or establishes any hours or conditions not covered herein.

**SECTION 2** - The Company will meet with and discuss any changes in Company rules, procedures or policies with the Union at least fifteen (15) days prior to implementation and/or the effective date.

When new rules are to be adopted by the Company, such new rules must be submitted to a Labor/Management Committee (as defined in Article 11, Section 2), for discussion prior to their being made effective. The verbal notice of such Labor/Management Committee meeting shall be given to the Chief Steward's at least seventy-two (72) hours in advance.

Such effective date shall be not less than five (5) working days from the date of posting such rules, and they shall be subject to the grievance and arbitration procedure as provided for in this Agreement.

#### **ARTICLE 14 - UNION SECURITY**

It is agreed by the parties of this Agreement that in the event the laws, State or Federal, pertaining to Union Security are changed by Congressional or Legislative amendments, Court decisions, or governmental or State Regulations or decision, they will, upon thirty (30) days written notice, reopen this Agreement for negotiations only on those items affected by the change in said law on Union Security.

#### **ARTICLE 15 - DISCHARGE AND DISCIPLINE**

**SECTION 1** - The Company shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning letter of complaint against such employee to the employee and a copy of the same to the Union, except that no warning letter need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is dishonesty; drunkenness; drinking on the job; negligence resulting in a serious accident while on duty; conviction of a felony, wherein the reasonable judgment of the Company, the nature of the offending conduct makes the offender unfit for duty; illegal use of drugs; insubordination, which shall be defined as the refusal to follow a reasonable order given by a supervisor in direct line of authority; physical assault on Sun Tran property; physical abuse of passengers, unless in self-defense; carrying, displaying, or using deadly weapons or stealing from other employees; allowing an unauthorized person to drive a Sun Tran vehicle.

**SECTION 2** - For purposes of this Article, the term '***DISHONESTY***' shall include, but not be limited to: (1) knowingly misappropriating Company money, equipment or property. (2) Knowingly falsifying a Time Sheet or Time Card to obtain pay (straight or overtime) for time not payable. (3) Knowingly carrying unauthorized persons, or charging no fare to persons other than those who are authorized (by card) to ride free. (4) Knowingly making improper issuance of transfer(s) to avoid payment of fare(s). (5) Knowingly making false statements in reports to the Company and/or the Union.

**SECTION 3** - Upon reasonable cause the Company will require an employee to be tested for the use of controlled substances and alcohol.

Reasonable cause is defined as an employee's observable action, appearance, or conduct that indicates the need for a fitness-for duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors, except in the instances when only one (1) supervisor is on duty. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisors confront an employee, a Union representative shall be made available pursuant to Article 7 of this agreement.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior. In addition, a copy shall be sent to the Local Union as soon as it is completed and signed.

In addition, employees will be given a drug test in the event of;

1. An accident involving personal injury, or:
2. One or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle, or:
3. The occurrence results in property damage that is estimated to be more than \$15,000.

The employee will be sent to a designated medical clinic and submit to a drug test. The Company shall pay the cost of these tests, and the employee shall be paid at the applicable straight time or overtime rate of pay for all time spent related to such testing. If the results of the drug test are negative, the employee shall suffer no loss in pay, including built in overtime, for his normal work missed.

The Company and the Union will comply with all Federal Transportation Administration federal regulations as they apply to drug and alcohol testing.

**SECTION 4** - Discharge or suspension must be by proper written notice, stating the reasons to the employee, the Union and the Steward and issued at such time of discharge or suspension.

**SECTION 5** - Warning letters to be considered as valid must be issued within three (3) working days after the violation is made known to the Company, except in the case of accidents, the warning letter to be considered valid must be issued within three (3) working days after the conclusion of the Accident Review Board meeting at which the decision on the preventability issue has been made as set forth in Article 20, Section 4.

The warning letter, as herein provided, shall not remain in effect for a period of more than nine (9) months. Disciplinary action may be taken for a complaint of a similar nature. Attendance or related warning letters will remain in effect for a period of nine (9) months, including Late Reports and Miss Outs.

**SECTION 6** - In the event an employee is suspended pending investigation, the Company and the Union shall work jointly in an expeditious manner to come to a joint decision. The Company and the Union shall make every reasonable attempt to complete their investigation within 30 days after the investigation process commences.

Any employee suspended pending investigation may choose to use accrued discretionary time to cover the time off work while suspended. If the employee is found to be not at fault as a result of the investigation, the employee shall be reinstated and made whole for all lost wages and benefits, minus any accrued discretionary time used, and any discretionary time used while suspended shall be reinstated to the employee's discretionary account.

Additional time will be permitted for extenuating circumstances, for example, unavailability of non-employee witness or need to obtain documents from outside sources which are not readily available.

The Union and all employees shall make every reasonable effort to make themselves available during investigation process so that the investigation can be conducted in a timely manner.

## **ARTICLE 16 - ABSENTEEISM**

**SECTION 1** - Every employee shall be expected to report for work on time on a regular basis.

**SECTION 2** - Any employee who fails to report off within the time limits, as currently required prior to his scheduled starting time, unless absolutely impossible to do so, an emergency in personal affairs or other good cause, may be disciplined.

The Company shall provide voice mail for employees who are reporting off that is available twenty-four (24) hours a day, seven (7) days a week.

**SECTION 3** - An employee who fails to report off or is guilty of an unexcused absence of three (3) or more consecutive days (regular days off excluded), may be discharged.

**SECTION 4** - Employees who are habitually absent may be required to provide written verification within five (5) working days, satisfactory to the Company in order to receive an excused absence.

**SECTION 5** - Excessive absenteeism may be cause for discipline, suspension or discharge, depending on the severity of the offense. Excessive absenteeism is anything in excess of six (6) occurrences in a twelve month period.

**SECTION 6** - Warning letters involving excessive absenteeism with verifiable excuse will not be issued before seven (7) occurrences of actual absence in a twelve month period. An occurrence is defined as any number of consecutive scheduled workdays missed prior to returning to work for the purposes of sections 5 & 6.

**SECTION 7 – Employees are entitled to take two (2) personal emergency days per year. In order to utilize these two (2) personal emergency days an employee must have perfect attendance for the six (6) month period immediately preceding the request and must have the time available. Such days when taken shall not affect an employee’s perfect attendance. The granting of these days is subject to manpower requirements and shall be granted on a first requested, first granted basis.**

#### **ARTICLE 17 - TIME LIMITS**

For purposes of this Agreement, the term “*working days*” means all days except Saturdays, Sundays and Holidays, or the days on which said Holidays are actually observed by the Company.

#### **ARTICLE 18 - LEAVE OF ABSENCE**

**SECTION 1** - Any employee desiring a leave of absence from his employment shall secure written permission from the Company and the Union. The maximum leave of absence shall be for thirty (30) calendar days. During the leave of absence, the employee shall not engage in gainful employment in any industry unless mutually agreed to by the Company and the Union. Failure to comply with this provision shall result in termination for the employee involved. Inability to work because of proven sickness or injury shall not result in loss of seniority rights for a period of one (1) year. Such leaves may be renewable only by mutual agreement of both parties. The employee will not accrue or receive any benefits on a personal leave of absence after a period of thirty (30) days, renewable with mutual agreement of both sides.

**SECTION 2** - An employee elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay. Seniority shall accumulate during the leave of absence.

**SECTION 3** - The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided twenty-four (24) hours written notice is given to the Employer, by the Union, specifying length of time off. Such employees shall, upon their return to duty, be placed in the positions to which they would be entitled had they not been granted leave.

**SECTION 4** - Not more than two (2) employees in each department shall be granted such leaves of absence, as provided for in Sections 2 and 3 of this Article, at any one time during the life of this Agreement.

**SECTION 5** - If an employee of the Company shall enlist or be conscripted into the Armed Forces of the United States, such employee shall be entitled to all benefits under the provisions of USERRA, TITLE 38 U.S. CODE OF CONDUCT CHAPTER 43.

**SECTION 6** - The Company agrees to abide by all provisions and/or amended provisions of the Family and Medical Leave Act of 1993.

**SECTION 7** - The Company agrees to allow the employees holding the following positions all necessary time off of work, without discrimination or loss of seniority rights and without pay, in order for them to attend and participate in all negotiation related meetings between the Company and the Union related to all future renegotiations of this Agreement:

Chief Steward-	Operators,
Chief Steward –	Maintenance.
Chief Safety Steward -	Operators,
Chief Safety Steward -	Maintenance
Assistant Chief Steward -	Operators,
Assistant Chief Steward -	Maintenance

## **ARTICLE 19 - SICK LEAVE**

**SECTION 1** - Employee's with one (1) or more years of service shall accumulate sick leave at the rate of one (1) day per month for each month of service, providing they have completed eighty (80%) percent of their required work assignment. Employee's hired on or after May 1, 1986, shall accumulate sick leave at a rate of one-half day per month after the completion of their probationary period through the first, second and third year of their employment. Beginning with their fourth year, they shall accumulate one day per month.

**SECTION 2** - Sick leave shall not be used for any reason other than bona fide illness. Employees with six (6) or more days sick leave banked may donate sick leave days to another employee who is off of work on long term injury or illness so long as the donating employee's sick leave bank does not drop below six (6) banked days. This voluntary donation of sick days will be exercised at the sole option and discretion of the donating employee. Employee receiving the donation will be paid hour for hour at his/her regular straight time rate.

**SECTION 3** - Sick leave benefits shall be based on eight (8) hours per day, for those employees whose workweek is five (5) eight (8) hour days, and ten (10) hours per day for those employees whose workweek is four (4) ten (10) hour days, as long as the four (4) day, ten (10) hour bid is in effect.



**SECTION 4** - Sick leave benefits shall be paid beginning with the first work day missed due to illness or injury. Beginning with the fifth (5) instance of absence, there shall be a two (2) work day waiting period before sick leave benefits are paid. Instances of absence shall not accumulate across a fiscal year.

**SECTION 5** - Upon retirement **at age 55 or older**, or qualification for the PEER 80 program as provided by the current pension agreement, an employee will be paid for accumulated sick leave not to exceed eighty percent (80%) of one thousand (1000) hours effective August 1, 2009.

## **ARTICLE 20 - ACCIDENTS**

**SECTION 1** - No employee shall be required to post a cash bond to cover the cost of any accident in accordance with existing laws. No employee shall be financially responsible for any accident.

**SECTION 2** - Any employee injured in an accident while on duty will be relieved of his duties and provided with medical examination immediately. Such employee will be allowed to return to work if released by the doctor, and if the employee desires to do so, for the remainder of his shift. Employees will be paid for the balance of the shift. All follow-up treatments should be scheduled insofar as possible, outside of the employee's working hours.

**SECTION 3** - All accidents must be reported from the scene, if possible. Accidents must then be fully, properly and completely reported by the employee, or employees involved, upon the report forms provided by the Company. Such reports shall be prepared and delivered to the Company during the day on which the accident or occurrence took place, if possible, but in no event later than twenty-four (24) hours after the occurrence took place, excluding regular days off or weekends. Failure to do so may result in disciplinary action.

The Chief Safety Steward will be involved in the investigation of bargaining unit member accidents **and assaults** and will be present at all accident **and assault** scenes during such investigation. Stewards who are utilized for an accident investigation which starts while they are on duty shall be paid for all time spent during the investigation. Stewards who are utilized for an accident investigation which starts while they are not on duty shall not be paid for time spent during the investigation.

Stewards shall furnish the Company copies of all information gathered in the investigation of accidents, and the Company shall furnish the Stewards copies of all information gathered in the investigation of accidents. Any such information gathered, and not exchanged between the Company and the Union will not be admissible in determining preventability. This will include photographs, interviews, witness cards, accident reports and any and all information pertaining to the accident.

The Company shall make the determination and decision of classifying an accident as a Major Accident or a Minor Accident within ten (10) working days of the actual occurrence of the

accident. The sole criteria for making the determination and decision of a Major Accident versus a Minor Accident shall be the amount of property damage. A property damage amount of \$15,000 or less shall be determined to be a Minor Accident. A property damage amount of \$15,001 or more shall be determined to be a Major Accident.

Employee's required to make out accident reports will be paid actual time required. Any employee who, after submitting a full, complete and proper report, is required to appear for additional reports or examination, shall be paid for the time actually consumed herein.

**SECTION 4** – All vehicular accidents must be discussed by the Accident Review Board within thirty (30) days before preventability can be determined. The Accident Review Board shall meet the first Thursday of each month to discuss all accidents that have been scheduled to be heard that month. The times for the meeting will be from 9:00 a.m. to 1:00 p.m. A letter will be sent to each operator or maintenance employee involved informing them of the time and date of the meeting. This letter will be generated and sent out by the Risk Management department at least seventy-two (72) hours prior to the date of the meeting. Should an accident occur within 72 hours of the meeting, it will be heard at the following month's meeting.

The Accident Review Board shall make a determination and decision on the preventability issue for each accident reviewed at that meeting, prior to the end of that meeting, or the decision shall prevail in favor of the employee. This time frame may be extended upon mutual written agreement of the Risk Management department and the Chief Safety Steward. In each instance of an accident being determined to have been preventable the Company is required to follow the procedures and time limits set forth in Article 15, Section 5 regarding warning letters.

**SECTION 5** - When an employee is injured on the job, through no fault of his own, and is unable to complete his work day, he shall be paid for such hours lost as if he had worked.

**SECTION 6** - The Accident Review Board will consist of three (3) representatives, one (1) bargaining unit employee, selected by the Union, one (1) non-bargaining unit employee, selected by the Company, and an independent third-party representative who shall be mutually agreed upon by the Union Business Representative and a Company Representative. In the case of a tie between the Union and the Company the decision of the independent third-party representative shall be final and binding upon both parties. The cost of the third-party representative shall be equally shared by the Company and the Union. The purpose of this committee is to review and determine preventability of all collision accidents.

All employees, both Union and Company, serving on the Accident Review Board will serve for a period of six (6) months and will not serve again for a period of eighteen (18) months. The independent third-party representative will serve for a period of six (6) months and will not serve again for a period of eighteen (18) months. The board will be chaired by Risk Management and the Chief Safety Steward. The Company will notify the Union thirty (30) days in advance of the end of the term of the non-bargaining unit employees selected and serving on the Accident Review Board. The Union will notify the Company thirty (30) days in advance of

the end of a term of the bargaining unit employees selected and serving on the Accident Review Board. The Director of Risk Management and the Chief Safety Steward will meet jointly to develop a training program on accident preventability and investigation. The designated employees will attend this training program and attend at least one meeting as an observer prior to beginning their term. Employees who are selected by the Union will not have had a preventable accident in the prior twelve (12) months period in order to be eligible for this committee.

## **SECTION 7 – ASSAULTS**

**Employees who have been assaulted while on duty shall have the option to go home and still be paid for the remainder of their scheduled work day.**

The Company and the Union will meet on a monthly basis to provide updates, discuss training and/or refresher training needs for drivers as it applies to drivers assaults. The Company and the Union will also discuss driver assault procedures and research ways to better to protect drivers. Verbal notices of meetings shall be given to the Chief Steward seventy-two hours in advance.

Employees who have filed assault charges with TPD or any other law enforcement agencies will be allowed to attend court proceedings upon providing the Company with documentation providing the time and date of the proceedings. If the court proceedings are during the employee's work hours, the employee shall not suffer any loss of pay. Should an employee have to attend court on their day off, the employee shall not be paid for time spent. A Company representative will accompany the employee to the court proceedings, if requested.

## **ARTICLE 21 - SAFETY**

**SECTION 1** - Mechanics will not be required to perform such work on buses on the street if the mechanics feel it is unsafe to repair and needs to be brought to the garage.

Mechanics and Operators will not be required to operate a bus that the Mechanic or Operator determines to be unsafe.

**SECTION 2** - The Company, Union and employees shall comply to the fullest extent in all safety programs.

**SECTION 3** - The Company, Union and employees shall comply with the safety and health conditions set forth under the Occupational Safety and Health Act (OSHA).

**SECTION 4** - Employees will be required to attend safety meetings and training updates, and will be paid for actual time of meeting, but not less than one hour. Any employee unable to attend due to work schedule will be paid not less than two hours if attending the meeting or training on their off day. Any employee failing to attend, without having been excused due to illness, working, regular day off, vacation, holiday, jury duty, injury, FMLA or leave of absence,

shall be charged with a “Miss Out”. Any employee not able to attend the meeting will be provided by the Company all information discussed during such meeting upon request by the employee.

## **SECTION 5 - SAFETY COMMITTEE**

The Company will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with all Federal and State Occupational Safety and Health Law's.

In order to facilitate this policy, two separate committees, one for operations and one for maintenance entitled “Health and Safety Committee” shall be established. This Committee shall be composed of six (6) representatives as follows: two (2) bargaining unit employees appointed by the Union, two (2) non-bargaining unit representatives appointed by the Company, and the Steward and the Risk Management Director who shall jointly chair the Committee.

The Committee shall meet quarterly or at other mutually scheduled times to consider on-the-job safety matters referred to it by the existing departmental safety committees and Stewards, or otherwise coming to its attention, and shall advise the General Manager concerning on-the-job safety and health matters. The Committee shall jointly develop a form for use by employees to report safety issues/concerns to the Committee. Verbal notice of the meeting shall be given to the Chief Safety Steward seventy-two (72) hours in advance.

All written recommendations of the committee shall be submitted to the General Manager or her/his designee. The General Manager, or her/his designee, will respond to these issues in writing to the Committee within ten (10) days of the submitted recommendations outlining the Risk Management Department's plan to deal with the safety issues. The Committee will not impede employees or the Stewards from reporting safety issues at an earlier date.

In the discharge of its function, the Committee shall be guided by the applicable regulations of the Federal and State OSHA laws, and shall formulate suggested changes.

## **ARTICLE 22 - WORK WEEK**

**SECTION 1** - The standard work week for all employees shall start on Sunday and end on Saturday. All full-time employees shall be guaranteed a workweek consisting of:

1.- Five (5) consecutive days equaling forty (40) hours, within seven (7) days, to be worked within one hundred twenty (120) hours, or;

2.- Four (4) ten (10) hour days, within seven (7) days, with a minimum of two (2) consecutive days off.

**SECTION 2** - All hours worked in excess of forty (40) hours during the work week shall be paid for at one and one-half (1-½ x) times the employee's regular straight time hourly rate of

pay. Employees must complete their regularly scheduled work week to be eligible for overtime, including football, or other special shuttles.

**SECTION 3** - Under no circumstances will time and one-half, or premium time of any kind, be paid more than once for the same hours under the terms of this Agreement.

**SECTION 4** - Maintenance employees shall have either two (2) or three (3) consecutive days off. Operators working a five (5) day, forty (40) hour per week, schedule shall have two (2) consecutive days off.

Operators who are assigned to, or have bid onto, the extra board shall have two (2) consecutive days off.

Regular bid runs will be constructed so that as many bid runs as possible will have two (2) consecutive days off.

All Regular, Floating and Non-Floating Holidays, Converted Sick Days, Incentive Time, Bereavement and Jury Duty paid, but not worked, shall count as time worked and be applied towards an employee's forty (40) hours in regards to overtime pay. Any employee who uses such time shall not lose built in overtime on the days which they work.

## **ARTICLE 23 - HOLIDAYS**

**SECTION 1** - All employees covered by this Agreement shall be entitled to holiday pay as follows, providing they have fulfilled Section 4 of this Article:

Coach Operators	Eight (8) or Ten (10) Hours
Mechanics	Eight (8) or Ten (10) Hours
Fleet Service Attendants	Eight (8) or Ten (10) Hours
Parts Clerks	Eight (8) or Ten (10) Hours
Fare Box Technicians	Eight (8) or Ten (10) Hours
Facility Technicians	Eight (8) or Ten (10) Hours
Custodians	Eight (8) or Ten (10) Hours

Holiday pay for those employees whose workweek is five (5) eight (8) hour days shall be eight (8) hours per holiday day.

Holiday pay for those employees whose workweek is four (4) ten (10) hour days shall be ten (10) hours per holiday day, as long as the four (4) day, ten (10) hour bid is in effect.

**SECTION 2** - Employees required to work on days the Company observes the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, will be paid for all hours worked at their straight time hourly rate and shall also be entitled to the holiday pay provided for in Section 1 of this Article. The Company agrees to pay the greater of the following: (1) time actually

worked or, (2) the time their run would have paid. Desired days off will be based on the procedure in the second paragraph of this section. Veteran's Day and Martin Luther King Day will be treated as a floating holidays.

All employees shall be entitled to observe the day of their birthday and anniversary as floating holidays. Employees will request time off for eligible holidays at least five (5) days prior to requested day. The number of employees electing the holiday off at one time shall be limited subject to the ability of the Company to maintain normal operation.

In the event of conflict in selection of the holiday, seniority will prevail. Payment will be as outlined in Section 1.

**SECTION 3** - 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 be entitled to holiday pay as provided for in Section 1 of this Article.

**SECTION 4** - In order to receive holiday pay, an employee must have worked his last scheduled work day before the holiday and his first scheduled work day after the holiday unless he has a compelling reason for missing one, or both, days, or the day(s) fall under excused absence. The compelling reason will be determined solely by the Company. Compelling reasons may include documented hospitalizations of employee, employee's spouse or children.

**SECTION 5** - If more than one holiday falls on the same day, the employee will be paid eight (8) hours straight time pay for each holiday in addition to time worked.

**SECTION 6** - The provisions contained in this Article shall apply to regular employees who have completed their probationary period.

**SECTION 7** - Those employees who have their names in the card file to work on a holiday off will be paid one and one-half (1 ½) times their hourly rate for time worked, providing that they have worked their regular forty hour work week.

**SECTION 8** - Those employees who are forced to work and would have normally had the holiday off will be paid one and on-half (1 ½) times their hourly rate for time worked, providing that they have worked their regular forty hour work week.

**SECTION 9** - Maintenance employees shall observe holidays on the days that the holiday occurs. Maintenance employees shall not be forced off of their regular shift to work a holiday. Maintenance employees shall be asked on a volunteer basis to work holidays before any maintenance employee is forced to work a holiday.

**SECTION 10** - Employees may, at their option, convert two (2) floating holidays to incentive time.

## **SECTION 11 - ATTENDANCE INCENTIVE PROGRAM**

The Attendance Incentive Program rewards personal leave time payable in hours for perfect attendance. An employee accrues time as follows:

<b>PERIOD OF TIME</b>	<b>EARNED HOURS</b>	<b>CONVERTED SICK DAYS</b>
First Month	2 hours	
Second Month	2 hours	
Third Month	3 hours	
Fourth Month	2 hours	
Fifth Month	2 hours	
Sixth Month	4 hours	2 CSD
Seventh Month	2 hours	
Eight Month	2 hours	
Ninth Month	6 hours	
Tenth Month	2 hours	
Eleventh Month	2 hours	
Twelfth Month	7 hours	4 CSD

Total for the year - Thirty-six (36) hours of Personal Leave Time accrued for Perfect Attendance.

In addition, those employees who have completed six (6) consecutive months of perfect attendance have the option of converting two of the six sick days earned to personal leave days. Those employees who have completed twelve (12) months of perfect attendance have the option of converting an additional four (4) days out of the six (6) sick days earned.

Rules pertaining to the use of this program are as follows:

1. Attendance Incentive Hours can only be taken in increments of two (2) hours or more.
2. Employees must have been pre-approved by their supervisor for the following forms of time off - incentive hours, converted sick days, floating holidays and floating vacation days – at least one (1) day in advance and must have submitted the paperwork by 5:00 p.m. of the day prior to the day(s) being taken off. If this paperwork is not in the Company's possession by 5:00 p.m. on the day prior to the day(s) being taken off the employee will forfeit their perfect attendance accrual for that month. There will be no exceptions to this rule. As long as the time off is pre-approved and the paperwork is properly submitted one day in advance the employee will retain their perfect attendance. An individual may still call in outside the rule described above and request time off and use what time they have available to cover that day, however, they will forfeit their "perfect attendance" because the proper paperwork has not been submitted and their request has not been made and approved one day in advance. An employee can still request time off on any given day without following the rule described above, and this

request may still be granted depending on manpower conditions, however, their perfect attendance will be broken for that month and they will start over on the perfect attendance program.

3. Personal leave time cannot be applied to time already taken; i.e. sick out, Converted Sick Days or Attendance Incentive time already incurred. Please note: department head approval on the time off requested does not necessarily mean you have the time accrued. If in doubt, verify your time accumulation.

4. The employee must work his/her total scheduled work day.

5. Accrued personal time is not paid if not used before termination/resignation of the employee.

6. Personal leave time may not be used in place of sick leave.

7. An employee may convert up to forty (40) hours of Incentive Time to cash with or without perfect Attendance, but only once in a six (6) month period.

## **ARTICLE 24 - VACATIONS**

**SECTION 1** - All employees covered by this Agreement shall be entitled to an annual vacation as provided herein, provided the employee shall have worked at least one thousand, five hundred (1,500) hours of regularly assigned work during such qualifying year. Any employee who has worked at least one thousand (1,000) hours, but less than one thousand, five hundred (1,500) hours of regularly assigned work, shall have his vacation entitlement prorated accordingly. **An employee must complete one (1) full year of employment before becoming eligible to select any vacation weeks. Once an employee has reached their one (1) year anniversary hire date they can select vacation weeks but will be limited to selecting only the weeks remaining open on the vacation schedule. The Company is required to make enough weeks available for all employees to take their accrued vacation.** Any employee who is discharged, or quits with two (2) weeks' notice, shall receive accrued vacation.

**SECTION 2** - When an employee is absent from duty due to injury or illness incurred while performing their duties and when such injury or illness is covered by the Arizona Workmen's Compensation Act, such time lost shall apply toward the minimum number of hours required toward earning a vacation.

**SECTION 3** - Time lost by Union officers while attending to Union duties shall be considered as time worked for vacation pay purposes.

**SECTION 4** - In the case of extra operators, the term "regularly assigned work" as used in Section 1 of this Article shall be construed to include time for which they presented themselves as available for work under the terms of this agreement, even though they did not receive work on all occasions when so available.



**SECTION 5** - Annual vacations shall be as follows and paid at the straight time hourly rate:

**Maximum Hours of Vacation Pay**

<i>No. of Years of Service</i>	<i>Max. Amt. Vacation</i>	<i>Regular Operators</i>	<i>All Other Bargaining Unit Employees</i>
1 Full Yr.	1 week	Run Time	40
2 Full Yrs.	2 weeks	Run Time	80
5 Full Yrs.	3 weeks	Run Time	120
10 Full Yrs.	4 weeks	Run Time	160
20 Full Yrs.	5 weeks	Run Time	200

**SECTION 6** - All employees shall take their vacations between January 1<sup>st</sup> through December 31st of the calendar year. Vacation schedules will be posted not later than December first (1st) of each year for the following calendar year.

Employees shall bid vacations according to seniority in the same manner as bidding runs or work shifts. Vacations are not cumulative. An employee with two weeks or more vacation entitlement may pick the full entitlement of weeks consecutively or may split their vacation in two or more weekly segments at the time of their bid.

**SECTION 7** - An employee who has accrued two weeks' vacation or more shall have the option to use one (1) week of vacation in one day increments. All five (5) days may be used as floaters. This time must be used between January and December of each year. Days not used will be paid at the end of the year.

**SECTION 8** - The vacation sell back period is in October, November and December of each year.

**ARTICLE 25 - PICKET LINE**

It shall not be a violation of this Agreement and shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary dispute or refuses to go through or work behind any lawful primary picket line, including lawful primary picket lines of the Union and including primary picket lines at the Employer's place of business.

**ARTICLE 26 - WORKING OUT OF REGULAR ASSIGNMENT**

**SECTION 1 - Operations** - When the Company takes an employee off his regular run, or job, to do any kind of other work, such other work shall be considered his day's work and he shall be compensated for it as such. However, he shall receive not less than he would have received for doing his regular scheduled work.

**SECTION 2** - For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Company agrees that they may not subcontract work in any classification for the purpose of avoiding overtime. The Company may not subcontract work in any classification if any employee who normally performs such work is on layoff.

**SECTION 3** - Management personnel, i.e. supervisors, or other non-bargaining unit personnel shall not perform any bargaining unit work with the exception of “changing and tightening mirrors and assisting with wheelchair lifts”, as long as employees covered by this Agreement are available to work.

**SECTION 4** – Such other work shall be limited to non-supervisory work and may include training or other special projects. The Company will review the scope of special projects with the Chief Operations Steward. The designation of a special project shall be at the sole discretion of the Company.

**SECTION 5 – Maintenance** – The Company will review the scope of special projects with the Chief Maintenance Steward. The designation of a special project shall be at the sole discretion of the Company.

## **ARTICLE 27 - HEALTH AND WELFARE**

Effective September 1, **2015**, the Company agrees to pay a monthly contribution of **\$915.06** to the Southwestern Teamsters Security Fund Plan 4 (Medical, Dental, Vision and Retiree Coverage) for each full time employee covered by this Agreement in accordance with the rules prescribed by the Trustees of this Security Fund.

**Effective September 1, 2016, the Company agrees to pay a monthly contribution of \$949.66 to the Southwestern Teamsters Security Fund Plan 4 (Medical, Dental, Vision and Retiree Coverage) for each full time employee covered by this Agreement in accordance with the rules prescribed by the Trustees of this Security Fund.**

Benefits for the above contributions shall include, but not be limited to: hospital, surgical, time lost, vision care, dental benefits and retiree coverage as provided by the Trustees of the Fund. Should the above amounts prove to be insufficient to maintain the level of benefits in effect at the beginning of this Agreement, then in that instance, the Trustees of the Southwestern Teamsters Security Fund are required to utilize any reserve monies that have been derived through the operation of Plan #4 (medical and dental plans) for the year that Plan #4 is utilized, of the Southwestern Teamsters Security Fund to offset any additional costs over and above the amount of monies set forth above, so long as in doing so the reserves do not drop below the three (3) month reserve level.

It is agreed between the parties that if, during the term of this Agreement, the Contribution for medical and dental, plus the amount of monies that the Trustees of the Southwestern Teamsters Security Fund feel can safely be used in deficit funding Plan #4 (from

medical and dental reserves), is insufficient to continue, monies required to continue these benefits will be deducted from the employee's wages. The determination of how employer contributions will be allocated (Plan 4 - medical benefits, dental benefits, vision benefits and retiree benefits) will be made by the Trustees of the Southwestern Teamsters Security Fund.

## **ARTICLE 28 - PENSION PLAN**

**SECTION 1** - The Company shall continue to pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit and agrees that pension contributions payable into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit shall be paid for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

Effective August 1, 2014, the Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement an hourly contribution rate of \$2.42 per hour for each hour for which compensation was paid (all compensable hours) up to a maximum of 2080 hours per calendar year.

Straight-time hours, overtime hours, holidays, floating holidays, personal days, jury duty, funeral leave, sick pay and vacation pay shall be considered as time worked for the purpose of this Article and pension contributions shall be paid on all such hours.

The contribution required to provide the PEER/80 will not be taken into consideration for benefit accrual purposes under the Plan.

The additional contribution for the PEER/80 must at all times be 16.5% of the basic contribution, and cannot be decreased or discontinued at any time.

The parties to this Agreement agree to accept rules established by the Trustees of the Western Conference of Teamster's Pension Trust Fund for payment of Employer contributions, as provided in this Article. Rules promulgated by said Trustee shall be attached hereto as supplement to this Agreement and made a part hereof.

**SECTION 2** - If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of one (1) month after contributions for active employment ceases. If any employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months beginning with the first month after contribution for active employment ceases.

## **ARTICLE 29 - MISCELLANEOUS**

**SECTION 1** - Employees will be reimbursed by the Company for trouble calls from public phones to be reimbursed at the end of each day or the day after. Reimbursement for each call made will not exceed the current price of a public telephone call.

Reimbursement for verified emergency trouble calls from personal cellular phones shall be paid upon presentation of proof of the bill to the Company.

**SECTION 2** - Heaters and air conditioners will be maintained as well as possible. Change-outs will be made, when available, if units are inoperative.

**SECTION 3** - All physical examinations required by the Company will be paid by the Company. Employees taking required physicals will be paid two (2) hours at their straight time hourly rate. Employees will be paid one and one-half (1-1/2) times the employee's rate for physicals if it takes him over forty (40) hours in a pay period.

**SECTION 4** - The Company shall provide a bulletin board conveniently located for the use of employees and for the Union to post notices of official Union business.

**SECTION 5** - Free transportation shall be granted to all employees and their dependents living with them on all transit lines operated by the Company in Tucson.

**SECTION 6** - All routes shall have at least one stop where the employee will be entitled to stop for use of food and telephone. Employees shall be allowed to stop for the use of a restroom and/or water as often as is necessary.

**SECTION 7** - Any employee will be permitted to review his personal file and/or personnel files after giving reasonable notice.

**SECTION 8** - All employees will be paid Friday of each week. In order to receive payment for sick-outs, discretionary time off, proper paperwork must be submitted to Operations/Maintenance no later than 4:00 p.m., Monday of the proper week.

**SECTION 9** - The Company agrees to deduct from the pay of each employee such sums of money as may be authorized in writing by the employee for contributions and/or payment to credit unions used by all employees. Said deductions shall be made weekly, the Company shall deposit monies on a weekly basis from the time of the deduction.

**SECTION 10** - Operators will not be required to perform any maintenance on the coaches, i.e., not check any fluid levels, open any engine compartment doors or perform any other service, with the exception that Operators may check fuel level readings on CNG (Compressed Natural Gas) buses if so requested.

**SECTION 11** - Operators will not be required to carry change or tokens during the term of this Agreement. No Operator shall be required to handle money unless mutually agreed to prior by the Company and the Union.

**SECTION 12** - Full-time employees must be employed by the Company for one or more years' before they can transfer from one department to another.

**SECTION 13** - Should a dispute arise from an employee's doctor decision in regards to a work related injury, results of a Company physical, or any work related medical decision that conflicts with the opinion of the Company's physician, the parties will select a mutually agreeable third medical party to conduct an independent medical examination. The decision of the third party doctor shall be binding upon both parties. The cost of the third party doctor shall be equally shared by both parties.

The opinion of the third party will be accepted, provided the physician provides the Union, the Company, and the Company's physician with a written medical opinion stating the employee is fit to work based on their medical opinion and a clear understanding of the U. S. Department of transportation's medical regulations.

**SECTION 14** - Employees shall be allowed to wear Union (Local 104) pins, hats and clothing that conforms to Company uniform policy while on duty and on the Company's property.

**SECTION 15** - The Company shall place a Union "TEAMSTER" logo which includes "Operated and Maintained by TEAMSTERS of LOCAL 104", (each in sticker form) to be provided by the Union, on the back of each of the buses in its fleet. The maximum total dimension of the two (2) stickers combined shall not exceed 8 ½ inches x 11 inches.

**SECTION 16** - The Company shall provide light duty work assignments under the following provisions:

Light duty assignments are available for individuals who have been in their current position for twelve months and are unable to perform their regular duties due to work related injuries.

There will be a maximum number of three (3) individuals on light duty at any one time.

Amount of time on light duty will be limited to sixty (60) days per rolling year.

Individuals on light duty will be paid their current hourly rate of pay.

Employees have the option to refuse light duty.

**SECTION 17** – All retired employees with twenty (20) years of service or more shall be given a free Gold Bus Pass.

## **ARTICLE 30 - WAGES**

The Company will permit the Union to check the time records and earnings statements of the employees covered by this contract.

### **SECTION 1 –**

Effective August 1, 2012, all employees not at the top rate of their classification will be frozen at their current step within the current progression.

**Year 1- Each bargaining unit employee who was employed during the first full work week in August 2015, and who is also employed when the Labor Agreement is fully negotiated and agreed upon by the parties with a cease in the work stoppage, will receive a one- time lump sum gross payment of \$3303.37 subject to tax deductions required by law. Any deductions otherwise required from the employee's wages for benefit deductions authorized by the employee or required by law, such as court ordered garnishments or wage assignments, will be taken from the \$3,303.37 gross payment. This gross payment will be considered earned in the first full work week in August, 2015 through September 12, 2015, and will be payable within 30 days after September 17, 2015 if the new Collective Bargaining Agreement is ratified by that date and the work stoppage ceases.**

Effective August 1, 2015, all employees at the top rate of their classification will receive a wage increase of \$0.30 per hour as reflected in the charts below for each classification.

### **WAGE RATES FOR OPERATORS**

<u>Effective</u>	<u>August 1, 2015</u>
Top Rate	<b>\$19.52</b>
4 <sup>th</sup> Year	\$15.80
3 <sup>rd</sup> Year	\$14.97
2 <sup>nd</sup> Year	\$14.14
Starting	\$13.30

Effective August 1, 2015, all Operators who were being paid the Operator Rate of Pay of eighteen dollars and seventy-two cents (\$18.72) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of eighty cents (\$0.80) per hour, shall be at the Operator Top Rate of Pay thereafter, and shall also receive any wage increases to the top rate of pay from that date forward.

**Effective August 1, 2015, all Operators in the four year progression who were being paid the 4<sup>th</sup> Year Progression Rate of Pay of fifteen dollars and eighty cents (\$15.80) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of three dollars and seventy-two cents (\$3.72) per hour, shall be at the Operator Top Rate of Pay thereafter, and shall also receive any wage increases to the top rate of pay from that date forward.**

**Effective August 1, 2015, all Operators in the four year progression who were being paid the 3<sup>rd</sup> Year Progression Rate of Pay of fourteen dollars and ninety-seven cents (\$14.97) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of eighty-three cents (\$0.83) per hour and shall be paid at the 4<sup>th</sup> Year Progression Rate of Pay of fifteen dollars and eighty cents (\$15.80) per hour from that date forward.**

**Effective August 1, 2015, all Operators in the four year progression who were being paid the 2<sup>nd</sup> Year Progression Rate of Pay of fourteen dollars and fourteen cents (\$14.14) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of eighty-three cents (\$0.83) per hour, and shall be paid at the 3<sup>rd</sup> Year Progression Rate of Pay of fourteen dollars and ninety-seven cents (\$14.97) per hour from that date forward.**

**Effective August 1, 2015, all Operators in the four year progression who were being paid the Entry Operator Progression Rate of Pay of thirteen dollars and thirty cents (\$13.30) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of eighty-four cents (\$0.84) per hour, and shall be paid at the 2<sup>nd</sup> Year Progression Rate of Pay of fourteen dollars and fourteen cents (\$14.14) per hour from that date forward.**

**Effective August 1, 2015, all Operators hired after August 1<sup>st</sup>, 2015 shall be paid the Entry Operator Rate of Pay of thirteen dollars and thirty cents (\$13.30) per hour.**

Effective August 1, 2007 the five year wage progression shall no longer be calculated as a percentage of the current top rate of pay. All employees who are still in the five year wage progression shall receive the appropriate yearly wage progression pay increases on the anniversary date of their date of hire.

Employees hired prior to August 1, 2008 shall complete the five year wage progression.

Employees hired on or after August 1, 2008 and prior to August 1, 2009 shall be subject to the rules set forth in this paragraph in order to accomplish the transition from a five year wage progression to a four year wage progression. Effective August 1, 2009 all employees in the first year of the five year wage progression which is being eliminated, who are being paid \$13.02, shall be moved into the newly established four year wage progression and shall be paid the newly established four year wage progression starting rate of \$13.30. Thereafter, for those employees only who were hired on or after August 1, 2008 and prior to August 1, 2009, such employees shall move to and be paid at, the 2<sup>nd</sup> year rate of pay of the four year wage

progression on August 1, 2010, the 3<sup>rd</sup> year rate of pay of the four year wage progression on August 1, 2011, the 4<sup>th</sup> year rate of pay of the four year wage progression on August 1, 2012 and the top rate of pay of the four year wage progression on August 1, 2013.

Effective August 1, 2009 the five year wage progression ceases and is replaced with a four year wage progression.

Employees hired on or after August 1, 2009 shall complete the four year wage progression.

<u>Effective</u>	<u>August 1, 2014</u>
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Supplemental Operators	\$11.98
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#### **WAGE RATES FOR MECHANICS**

<u>Effective</u>	<u>August 1, 2015</u>
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Mechanics AA	<b>\$22.96</b>
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Mechanics A	\$19.13
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Mechanics B	\$18.78
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**Effective August 1, 2015, all Mechanics who were being paid the Mechanic Rate of Pay of twenty two dollars and sixteen cents (\$22.16) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of eighty cents (\$0.80) per hour, shall be at the Mechanic Top Rate of Pay thereafter, and shall also receive any wage increases to the top rate of pay from that date forward.**

**Effective August 1, 2015, all Mechanics in the eighteen month progression who were being paid the 6 month Rate of Pay of nineteen dollars and thirteen cents (\$19.13) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of three dollars and eighty-three cents (\$3.83) per hour, shall be at the Mechanic Top Rate of Pay thereafter, and shall also receive any wage increases to the top rate of pay from that date forward.**

**Effective August 1, 2015, all Mechanics in the eighteen month progression who were being paid the Starting Rate of Pay of eighteen dollars and seventy-eight cents (\$18.78) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of thirty-five cents (\$0.35) per hour and shall be paid at the 6 month Rate of Pay of nineteen dollars and thirteen cents (\$19.13) per hour from that date forward.**



**Effective August 1, 2015, all Mechanics hired after August 1, 2015, shall be paid at the Starting Rate of Pay of eighteen dollars and seventy-eight cents (\$18.78) per hour.**

#### **WAGE RATES FOR APPRENTICE MECHANICS**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current "AA" Mechanic rate as follows:

1 <sup>st</sup>	6 months – 65%
2 <sup>nd</sup>	6 months – 75%
3 <sup>rd</sup>	6 months – 80%
4 <sup>th</sup>	6 months – 85%
5 <sup>th</sup>	6 months – 90%
6 <sup>th</sup>	6 months – 95%

Apprentice progression shall be subject to the terms and conditions of the Standards of Apprenticeship.

#### **WAGE RATES FOR FLEET SERVICE ATTENDANTS**

<u>Effective</u>	<u>August 1, 2015</u>
Top Rate	<b>\$15.25</b>
2 <sup>nd</sup> Six Months	\$10.15
1 <sup>st</sup> Six Months	\$9.84

**Effective August 1, 2015, all Fleet Service Attendants who were being paid the 6 month Rate of Pay of ten dollars and fifteen cents (\$10.15) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of five dollars and ten cents (\$5.10) per hour, shall be at the Fleet Service Attendant Top Rate of Pay thereafter, and shall also receive any wage increases to the top rate of pay from that date forward.**

**Effective August 1, 2015, all Fleet Service Attendants in the eighteen month progression who were being paid the Starting Rate of Pay of nine dollars and eighty-four cents (\$9.84) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of thirty-one cents (\$0.31) per hour and shall be paid at the 6 month Rate of Pay of ten dollars and fifteen cents (\$10.15) from that date forward.**

**Effective August 1, 2015, all Fleet Service Attendants hired after August 1, 2015, shall be paid at the Starting Rate of Pay of nine dollars and eighty-four cents (\$9.84) per hour.**

The minimum amount paid to Fleet Service Attendants who pull vaults will be an additional one dollar (\$1.00) per hour. The position of pull up for each lane will have the responsibility of pulling vaults.

The Fleet Service Attendants will perform all work related to servicing and cleaning of buses, service vehicles at all company facilities.

#### **WAGE RATES FOR PARTS CLERKS**

<u>Effective</u>	<u>August 1, 2015</u>
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Top Rate	<b>\$15.25</b>
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2 <sup>nd</sup> Six Months	\$12.02
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1 <sup>st</sup> Six Months	\$11.91
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**Effective August 1, 2015, all Parts Clerks who were being paid the 6 month Rate of Pay of twelve dollars and two cents (\$12.02) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of three dollars and twenty-three cents (\$3.23) per hour, shall be at the Parts Clerks Top Rate of Pay thereafter, and shall also receive any wage increases to the top rate of pay from that date forward.**

**Effective August 1, 2015, all Parts Clerks in the eighteen month progression who were being paid the Starting Rate of Pay of eleven dollars and ninety-one cents (\$11.91) per hour prior to August 1, 2015, shall receive a one-time wage adjustment increase of eleven cents (\$0.11) per hour and shall be paid at the 6 month Rate of Pay of twelve dollars and two cents (\$12.02) from that date forward.**

**Effective August 1, 2015, all Parts Clerks hired after August 1, 2015, shall be paid at the Starting Rate of Pay of eleven dollars and ninety-one cents (\$11.91) per hour.**

#### **WAGE RATES FOR FARE BOX TECHNICIANS**

<u>Effective</u>	<u>August 1, 2015</u>
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Top Rate	<b>\$16.51</b>
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2 <sup>nd</sup> Six Months	\$12.67
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1 <sup>st</sup> Six Months	\$11.75
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**Effective August 1, 2015, all Fare Box Technicians hired after August 1, 2015, shall be paid at the Starting Rate of Pay of eleven dollars and ninety-one cents (\$11.75) per hour.**

## **WAGE RATES FOR FACILITIES TECHNICIANS**

Effective                      August 1, 2015

Top Rate                      **\$16.51**

2<sup>nd</sup> Six Months              \$12.67

1<sup>st</sup> Six Months              \$11.75

**Effective August 1, 2015, all Facilities Technicians hired after August 1, 2015, shall be paid at the Starting Rate of Pay of eleven dollars and seventy-five cents (\$11.75) per hour.**

## **WAGE RATES FOR CUSTODIANS**

Effective                      August 1, 2015

Top Rate                      **\$15.25**

2<sup>nd</sup> Six Months              \$10.15

1<sup>st</sup> Six Months              \$9.51

**Effective August 1, 2015, all Custodians hired after August 1, 2015, shall be paid at the Starting Rate of Pay of nine dollars and fifty-one cents (\$9.51) per hour.**

## **ARTICLE 31 - SELECTION OF RUNS**

**SECTION 1** - Selection of runs shall be on the basis of seniority. If any operator fails to make his selection on his day to choose, the Operators below this person in seniority will be directed to make their choices. The Operator who fails to make his choice at the proper time will be allowed to choose from the remaining bids when he is ready to make his selection. Coach assignment language notwithstanding, the Company has the right to assign wheelchair equipped buses anywhere, at any time, throughout the system.

**SECTION 2** - The runs shall be posted seventy-two (72) hours prior to the beginning of the bidding; however, Operators may bid earlier (seniority prevailing), if they desire.

**SECTION 3** - Bid runs, when posted, will be accompanied by the coach series number which the Company intends to use on the run for the period of that bid, unless impossible to do so, unless bus is needed for a special event, for maintenance requirement, or on another route to better meet service needs.

**SECTION 4** - Each Operator shall be allotted a fifteen (15) minute period in which to bid. No bidding will be conducted during periods in which the Company is operating on holiday schedule or on weekends.

No Operator shall be required to bid except during regular dispatch hours only, but not between the hours of 11:00 p.m. and 5:00 a.m. If an Operator in the next time period is in line to bid, and he is ready, he may bid at the completion of the bidding of the Operators from the preceding time period.

An Operator may not bid if off work due to extended illness, leave of absence (personal, medical or industrial), at the time the bidding takes place, unless the operator provides proof that they will be returning to work, and will be available to work, at the time the new bid is implemented.

**SECTION 5** - Any runs not selected as provided for in this Article shall be assigned to the extra board Operators in reverse order of seniority.

**SECTION 6** - If a mistake is made on a bid while the bidding procedure is going on, then the bidding shall stop and shall begin again with the senior affected Operator being asked if the mistake would have affected his choice of bid, if so, the bidding shall start with the operator on down.

#### **SECTION 7** - Applicable to Custodians and Facility Technicians

Custodians and Facility Technicians will bid four (4) times per year, and such bids shall be evenly spaced, approximately three (3) months apart. The work shall be posted seventy-two (72) hours prior to the beginning of the bidding; however, employees may bid earlier (seniority prevailing), if they desire. No employee shall be required to bid until after the bid has been posted for seventy-two (72) hours. An employee may not bid if off work due to extended illness, leave of absence (personal, medical or industrial), at the time the bidding takes place, unless the employee provides proof that they will be returning to work, and will be available to work, at the time the new bid is implemented. Facility Technicians will have two (2) permanent slots and one (1) floater slot. Floater will receive two (2) consecutive days off. Any work over forty (40) hours per week shall be paid at one and one-half (1-1/2x) times the employees regular straight time hourly rate of pay.

### **ARTICLE 32 - EXTRA BOARD OPERATORS**

**SECTION 1** - The purpose of the Extra Board is to enable the Company to provide reliable uninterrupted service to the system's coach riders and also to provide such additional service, beyond the regular scheduled route service which from time to time occurs, such as special event shuttles, or service which is supplemental to the regular schedules.

**SECTION 2** - Therefore, all work other than regular bid runs shall be assigned primarily to extra board operators, and secondarily to those Operators who have regular bid runs.

**SECTION 3** - All special event shuttles shall be done on a volunteer basis (i.e. football, rodeo, air show, etc.), seniority shall prevail. If not enough volunteers are available, the event shall then be run off the extra board (all known runs assigned first), then overtime and then drivers forced in reverse seniority order. Football assignments will be posted and shall remain bid runs, however they are subject to change as a result of reduced or eliminated service. All shuttle services shall have a show up time pay guarantee of four (4) hours paid at the employee's appropriate rate of pay.

**SECTION 4** - Bid runs becoming open for extended periods between bid dates shall be worked as hold-downs by the extra board and posted in accordance with Article 36 on the first Sunday following official notification of length of absence, unless otherwise provided for in Article 36 "Vacating of Bid Run". Extra board operators who are working on a hold-down shall be considered as Operators during the period of the hold-down.

Hold-downs that are not bid will be assigned to the extra board in reverse order of seniority.

**SECTION 5** - Extra Board Procedures:

The Extra Board will be set up by seniority as two boards; i.e. an AM Board and a PM Board. The Extra Board bid, when posted, will provide the number of AM and PM positions to be determined by the company. Operators will bid either the AM Extra Board or the PM Extra Board at their bidding times. Operators bidding on the AM Extra Board will be available from the time the first run goes out until **11:29a.m.** PM Extra Board operators will be available for reporting after and including **11:30a.m.** and may be assigned a piece of work until the last bus comes in, subject to the traditional 10 hour limitation. The initial operating boards will be set up in order of seniority, the most senior operator at the top of each board will be rotated at the rate of three (3) operators, moving from the top to the bottom. Operators on hold-down or unavailable for duty will not be counted in the turn of the board. Additions to the board will be placed at the bottom of the AM or PM Board until the bid period. All known work will be determined by 10:00 a.m. and assigned, posted at each yard, on the Internet and shall be on the phone recording by 4:00p.m. for the following day's operation. Known bid runs for the AM Board will be distributed beginning with the earliest report time up to and including **11:29a.m.** from the top of the AM Board down. The Operator at the top of the board will be assigned first using seniority for the day.

All unknown assignments and/or runs occurring prior to and including **11:29a.m.** shall be assigned only to AM Board Extra Board Operators assigned to Standby Duty.

All unknown assignments and/or runs occurring after and including **11:29a.m.** shall be assigned only to PM Board Extra Board Operators assigned to Standby Duty.

It is understood that the definition of an AM assignment can be either a straight or split run. In the event of a split run, if the first half of the split starts in the AM, the second half is

considered AM work for purposes of assigning AM Extra Board Operators. The second half of an AM split run may be assigned to an AM Extra Board Operator assigned to Standby duty, before a PM Extra Board Operator is used.

The PM operating board will be distributed all known assignments starting at **11:30a.m.** from the top of the board down.

After all regular extra board operators have been assigned and the boards have been exhausted, known bid runs will be distributed to the first available day off operator off the card file. Standby will be assigned after all known work has been assigned by order for the following overtime assignment: (1) Days-Off Cards; and, (2) Before/Between/After cards. Persons working on their day off will be guaranteed no less than four (4) hours pay.

When operators off the card file are pre-assigned work, that work shall be theirs for the duration of the assignment, unless straight time operators are available. In the event the dispatcher finds that he/she can release personnel assigned to Standby Duty, they will be released from the bottom up - least senior person for the day.

AM board personnel shall bid only AM hold-downs. PM Board personnel shall bid only PM hold-downs.

### **Work Assignment Provisions:**

As a general rule, dispatchers should monitor the personnel level and try not to assign work not more than ten (10) minutes prior to sign-on, or thirty (30) minutes prior to the shuttle time leaving the yard.

Any Extra Board Operator who is assigned a piece of work and fails to do the assignment because the regular operator is available for the same piece of work, shall be placed at the bottom of the regular Extra Board and used as needed.

In the event an operator returns from a sick-out and his run has been covered, if the operator called in on time (before 10:00 A.M.), it will be given to the regular operator and the Extra Board person will go to the bottom of the regular board. If they fail to call in, they may be assigned to standby status at the bottom of the regular board at Dispatch's option. However, they shall not be guaranteed the time of their run. They shall be paid the hours they work as a standby subject to the four (4) hour minimum.

### **Hold Downs:**

Hold downs will be posted for full time runs only. Extra Board people desiring to bid on a Hold Down must be available for the duration of the Hold Down.

If a regular Operator elects to do an extra piece of work for the duration of the bid and then goes on vacation, that piece will be posted along with the regular bid for the Hold Down period and the Extra Board Operator assigned will work as the regular Operator.

Forced bids/Open Runs: If the open run that is to be forced is an AM run, the least senior Operator available on the AM board will be assigned that run. If the open run that is to be forced is an PM run, the least senior Operator available on the PM board will be assigned that run.

Sick-out Hold Downs will be posted the Sunday after an employee has been on Sick-out a week and will be for the duration of the Sick-out.

Should an employee take individual days such as vacation days or incentive hours for a consecutive week, the Company shall post this as a hold down. Should the employee choose to cancel any of the individual days that are posted as a hold down, they must do this before the hold down is taken down by 3:00 P.M. on Wednesday.

Any slot not filled will be run off the Extra Board. All specials when posted shall have a posted sign on-time and unless made a part of the daily assignment will have a guarantee of four hours.

To ensure run coverage, employees who are off sick must call in one (1) hour before their report time for the first two (2) days.

All Extra Board Operators shall provide a telephone number where they may be contacted by Dispatch. When an Extra Board Operator is released from duty after an assignment, his work day will not be considered completed unless informed of such by the Dispatcher. This provision does not apply to split run assignments.

An Extra Board Operator must be given at least eight (8) hours off duty between daily assignments, but has the option of taking ten (10) hours. No employee will be allowed to work more than fifteen hours in one day.

Extra Board Operators that have Sunday off will get the holiday off just as the Operator bidding regular runs with Sunday off.

The mandatory turnaround from one day's assignment to the next will be a mandatory eight (8) hour turnaround - ten (10) hours optional. This does not change the mandatory ten (10) hour turnaround between regular runs as bid on at each general bid date. Each Operator will make the decision whether he wants to return to work after eight (8) hours off or ten (10) hours off. Dispatch must be notified after work shift over the eight (8) - ten (10) hour limit.

### **Run Around:**

If the Extra Board assignments are posted and an operator was missed due to Dispatch error that operator will be paid for hours he would have received. Only one instance of run around can be filed for each day's assignment.

When an operator is assigned overtime work on the Extra Board, his/her card will rotate to the back of the list. This is the only time their card will rotate.

An operator shall have the ability to specifically choose "A.M. only" or "P.M. only" shifts for the purpose of over-time for the weekends. Should an operator choose to work an "A.M. only" shift and a P.M. shift is available at the time of distribution of runs, the next available operator shall be used. When the next A.M. run is available, the operator who was bypassed for "A.M. only" shall be assigned the A.M. run (or standby). If at the end of the distribution of runs an operator who has chosen "A.M. only" or "P.M. only" has not been chosen because of their selection of "A.M. only" or "P.M. only" shifts they shall be bypassed. Once the rotation is completed for the day an operator who has been bypassed shall not be "picked up" the following week. Once an operator pulls his card for "AM only" or "PM only" they will have pulled their card for the rest of the bid and shall not be able to put their card back in for the rest of the bid. "A.M. only" or "P.M. only" choices shall not apply to holidays.

If Dispatch finds it requires additional operators they will begin calling, starting with the first operator not placed on posted overtime and continuing down. Whether these operators are reached and accept or decline the overtime or are not reached, their card will not rotate. It will stay in the rotation until the operator receives posted overtime in his turn. This will ensure that no operator will miss their chance at overtime, while allowing the Company to cover unexpected shortages of operators. Operators who cannot be reached by phone are not eligible for run around pay.

**Should an A.M. operator who is on stand-by, whether he is on the extra board or on over-time, be assigned a split where the stand by time plus the first half of the split equals eight (8) hours or more, the operator shall have the option of this total time being their days assignment. If an operator chooses this option, the second half of the split shall be assigned to the appropriate standby operator. If the operator chooses this option due to the standby time plus the first half of the assigned split equaling eight (8) hours or more, and the operator chooses not to do the second half of the assigned split, they must inform dispatch of this choice at the time the split is assigned to the operator. Standby time for the extra board operator shall not be paid at time and a half if the operator does not finish the second half of the split. If the operator chooses to work the second half of the split, he may do so in accordance with the fifteen (15) hour rule. The Company and Union agree this provision will not be applicable when force bidding of operators is occurring due to manpower conditions. Absent force bidding the provision will remain in effect.**

### **ARTICLE 33 - SUPPLEMENTAL OPERATORS**

The Company shall hire supplemental operators in accordance with the provisions of this Article.



**SECTION 1** - Supplemental Operators shall be covered under the provisions in the Agreement dealing with the probationary period, union membership, union representation, grievance procedures and arbitration as they apply to full-time Operators.

**SECTION 2** - The maximum number of supplemental Operators shall not exceed ten (10%) percent of the number of full-time Operators.

**SECTION 3** - Supplemental Operators shall not be used for special events shuttles until after the exhaustion of all full-time Operators in accordance with Article 32, Section 3.

**SECTION 4** - Supplemental Operators shall not work more than twenty-seven (27) hours a week.

**SECTION 5** - Supplemental operators shall receive, after training, as their top rate, \$11.98 per hour effective August 1, 2014 for the duration of this Agreement, subject to appropriate deductions.

**SECTION 6** - Supplemental Operators shall be paid for all time during which they are required by the Company to perform any duties. Supplemental Operators will not be eligible for time or pay guarantees or for penalty pay provisions.

**SECTION 7** - Supplemental Operators shall be provided free transportation on the lines of the Company in the same manner as it is provided to full-time employees.

**SECTION 8** - Supplemental Operators shall not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically provided herein. The company shall pay pension benefits for Supplemental Operators in accordance with the provisions set forth in Article 28 - PENSION PLAN.

**SECTION 9** - In accordance with the requirements of the law, Supplemental Operators shall be covered by the provisions of the Social Security Act.

**SECTION 10** - Supplemental Operators who apply and are accepted for employment as full-time employees shall, for all purposes, accrue service seniority only from the date of hire as a full-time employee. Wage progression starts at date of hire as a full-time employee.

**SECTION 11** - Full-time Operators desiring to become Supplemental Operators will be given the first opportunity to do so prior to the Company hiring from the outside. The operator shall maintain seniority as of the date leaving full-time status. If he returns to full-time, there shall be no accumulation of seniority while part-time.

In filling full-time Operator slots, the Company will promote three (3) bargaining unit employees to every one (1) administrative employee and prior to the Company hiring from outside the organization.

## **SUPPLEMENTAL OPERATORS COVERING RUNS BEYOND 27 - HOUR PROVISION**

**The parties agree that work needs to be covered before runs are missed. To this end, Supplemental Operators may be used beyond the contractual 27 - hour provision to:**

**Cover work when no one else is available to do it.**

**Be considered for covering runs on holidays before regular operators are forced to do so.**

**Be considered for special events (e.g. Rodeo Parade Shuttle) when other operators are not available to do it.**

## **ARTICLE 34 - BEREAVEMENT**

Each employee shall be granted three (3) days off with pay, computed on eight (8) hours or ten (10) hours pay, depending upon designated run, in the event of the death of the employee's spouse, child, parent, brother, sister, parent of spouse, grandparents, of employees or grandchildren in town and four (4) days out-of-town. In town shall be defined as within fifty (50) miles of Tucson. Out-of-town shall be defined as in excess of fifty (50) miles. One of the days of leave must be the date of the funeral and there shall be no bereavement pay for regularly scheduled off holidays as defined in Article 23, Section 2, or any day the employee is on vacation and draws vacation pay, or when the employee is on leave of absence. An employee will be entitled to only two (2) days if not attending the out-of-town funeral. An employee shall not be charged any discipline or attendance occurrences and shall retain their perfect attendance when utilizing an unpaid leave of absence for bereavement.

## **ARTICLE 35 - BID RUN INTERRUPTION**

**SECTION 1** - When the Company knows, prior to posting runs for bid, that a part or all of a bid run will be abolished or terminated for a short period of time during the period the bid is to be in effect, such information will be posted with the bid run and shall state that the Operator involved shall work off the extra board for such time as the run is abolished or terminated and said operator will not suffer loss of time due to such abolishment or termination. Postings shall include changes that were made to each individual run, including shuttles, during the previous bid. The Company agrees to continue the practice of involving the Union in new or existing route changes. The Company shall obtain the Union's perspective pertaining to safety issues to said route changes by utilizing the Chief Safety Steward or his/her designee. At any time when the Company chooses to utilize a coach for purposes of establishing new routes or changes to existing routes, the Company shall use the Chief Safety Steward or his/her designee for said purpose. The company shall inform the Chief Safety Steward of all new bus stops.

**SECTION 2** - When a bid run is changed fifteen (15) minutes or more per day after the actual bidding process is completed, the Operator affected may elect to “bump” any operator below him in seniority.

If the operator so elects, he must bump within forty-eight (48) hours and the bumping process shall continue until all the runs are taken. If an Operator chooses the extra board after having been bumped, he will be placed there according to seniority.

**SECTION 3** - Scheduling Committee shall meet with the Scheduling Dept. three times every quarter. The Committee shall consist of 3 three bargaining unit employees appointed by the Chief Steward in Operations. The Scheduling Department shall give the bid to the Union on the same day it is scheduled to give the bid to the Operations Manager, but not less than ten (10) days before the bid is posted so the Scheduling Committee can make suggestions for any changes that are needed. The notice of such Scheduling Committee meeting shall be given to the Union at least seventy-two (72) hours in advance.

### **ARTICLE 36 - VACATING OF BID RUN**

In the event of the vacating of a bid run, the vacated run will be posted for seventy-two (72) hours before the bidding starts. The bid will remain posted for five (5) working days unless filled.

Any Operator on the seniority list below the vacating Operator may bid on the run, with the person having the highest seniority winning the bid. If the run is vacated four (4) weeks or less, prior to the posting of a general bid, the vacated run will be worked off the extra board as a hold-down for the time remaining of the current bid period.

If a run is vacated by an employee who is unable to work due to an absence of an unknown duration, that run shall be posted for bid after seven (7) days in accordance with this Article. Upon the employee’s return to work, he or she shall be assigned to the Extra Board if he or she returns to work during the work week. He or she shall then return to the regular bid run at the beginning of the regular work week which begins on Sunday.

### **ARTICLE 37 - GENERAL BID DATES**

**SECTION 1** - The Company will offer, and implement, a general bid at least four (4) times per year.

**SECTION 2** - The Company shall post notice of each general bid fifteen (15) calendar days prior to the posting of the actual bid.

**SECTION 3** - The Scheduling Department will provide a draft copy of the bid for review by the Steward, or his designee, and the scheduling committee at least ten (10) working days prior to the date that the bid is posted.

## **ARTICLE 38 - RUN AND TIME REQUIREMENTS**

**SECTION 1** - No regular bid run shall contain less than forty (40) pay hours per week; e.g., a regular bid run which contains pay hours of 38:30 would be paid at 40:00, provided the Operator worked all days and hours of the bid run.

**SECTION 2** - Each extra board Operator shall be guaranteed forty (40) hours of pay per week, provided he is available for duty and accepts all work offered him in accordance with the terms and provisions of this Agreement. For each failure to fulfill an assignment, the extra board Operator involved shall have his guarantee reduced by eight (8) hours, less whatever time he worked that day. Time worked on regular days off shall not be used in computing the minimum guarantee.

**SECTION 3** - Regular Operators shall be paid at the rate of one and one-half (1-1/2) times the regular straight time hourly rate of pay for all time worked in excess of his regular bid run in any one day. Extra board Operators shall be paid at the rate of one and one-half (1-1/2) times the regular straight time hourly rate of pay for all time worked in excess of nine (9) hours in one day.

**SECTION 4** - An Extra Board Operator, while working a regular bid run, shall be classified and paid as a regular Operator on the day of such assignment.

**SECTION 5** - When the work performed on regular bid run is in excess of a spread of twelve (12) hours in any one day (from sign-in of first part of run to sign-out the end of last part of run), the Company will pay one and one-half (1-1/2) times the regular straight hourly rate of pay for all time worked in excess of a spread of twelve (12) hours.

**SECTION 6** - All time required by the Company shall be paid for, and if the operator received no other work assignment during the day in which he performs this assignment, he shall receive not less than four (4) hours of pay at the straight time hourly rate for each such assignment.

**SECTION 7** - No bid run shall have a turnaround time of less than ten (10) hours between days.

**SECTION 8** - All Operators shall be entitled to an eight (8) or ten (10) hour turnaround. However at the discretion of each individual Operator, the Company and the Union agree to waive this right for all authorized non-regular route service.

**SECTION 9** - Increase pre-trip inspection and pull out (from the yard) time to fifteen (15) minutes. Street relief report time shall be five (5) minutes.

**SECTION 10** - The Company and the Union agree that the Assistant General Manager and the Chief Steward of Operations shall meet as often as necessary to discuss scheduling issues and concerns. The Chief Steward of Operations may choose to bring another bargaining unit employee to the meetings.

## **SECTION 11 - OPERATOR TRANSPORT SHUTTLES**

Shuttles for transporting operators shall be provided by the Company. These operator transport shuttles shall provide relief to downtown, the Laos Center and to cross town as necessary. The Company agrees to provide three (3) operator transport shuttle routes as regular bid runs and such runs shall be available for bid in seniority order to all full-time operators first and then to part-time operators only if all full time operators have declined to bid on them. Operator transport shuttles are for the transportation of Sun Tran employees. A car shall be provided for relief at Park and Ajo, as requested by the operator.

Operator transport shuttle times will be available for employees at the time of bidding and the shuttle times will be scheduled to accommodate relief times, as possible.

## **ARTICLE 39 - UNIFORMS**

**SECTION 1** - Operators must report for duty in proper uniform or they may be sent home without pay for that day. Operators may, however, wear western wear during Rodeo Week.

**SECTION 2** - The present Company policy will remain the same except if any complete uniform changes are required, the Company will pay the cost of the uniforms. **Operators shall be allowed to purchase approved footwear from an outside vendor and be reimbursed from uniform allowance.**

**SECTION 3** - The Company shall pay two hundred eighty dollars \$280.00 per Operator, for the purchase of the prescribed uniform, effective August 1, 2009. If not used within twelve months of authorization date, employee forfeits allowance.

## **PROVISIONS RELATING TO MAINTENANCE EMPLOYEES**

### **ARTICLE 40 - MAINTENANCE UNIFORMS**

The Company shall pay two hundred eighty dollars (\$280.00) per **maintenance employee**, for the purchase of prescribed work clothes and/or safety shoes effective August 1, 2009.

The Company shall pay an additional one hundred thirty five dollars (\$135.00) for the purchase of safety shoes, effective July 1, of each year of this Agreement. Money may be

utilized for the rental and/or maintenance of work clothes and safety shoes. If not used within twelve (12) months of the authorization day, the employee forfeits allowance.

**The Company shall pay by separate check four hundred fifteen dollars (\$415.00) for uniforms and safety shoes for each year of the contract.**

**Maintenance employees shall be allowed to purchase approved footwear from an outside vendor.**

#### **ARTICLE 41 - TIME AND PAY REQUIREMENTS**

**SECTION 1** - All maintenance employees shall be paid at the rate of one and one-half (1-1/2) times the regular straight time hourly rate of pay for all time worked in excess of their forty (40) hours in any one week. Approved discretionary time, i.e. Attendance Incentive, Vacation, Floating Holiday and industrial absences will not affect overtime rate.

**SECTION 2** - All maintenance employees who are called to work on their regularly scheduled day off shall receive not less than three (3) hours at a time and one and at one-half (1-1/2), provided they have completed their regularly scheduled 40-hour work week.

**SECTION 3** - All maintenance employees working shifts that begin between 4:00 p.m. and 12:00 midnight shall receive twenty cents (\$.20) per hour in addition to their regular rate of pay for all hours worked.

#### **SECTION 4 – OVERTIME**

##### **Same Day Overtime**

Same day overtime shall be offered at the Company's discretion and is overtime that is deemed necessary for an employee to continue, or complete, the work they were performing during their regular shift.

##### **Day-Off Overtime**

Day-off overtime shall be offered at the Company's discretion and is overtime that is deemed necessary for applicable work that is scheduled to be performed outside of the regular forty (40) hour work week of the employees who will be performing the work.

The number of employees necessary to perform day-off overtime shall be determined by the Company and shall be filled as follows:

Day-off overtime shall be offered by classification (i.e. mechanics, parts clerks, service island attendants, fare box technicians, facility technicians and custodians) and within the employee's bid shift. Such overtime shall be granted in seniority order to employees who

volunteer to perform such work. If not enough employees volunteer to satisfy the number of employees designated by the Company the remaining positions shall be filled by forcing employees in inverse seniority order to perform such work.

A sign-up sheet shall be posted on the maintenance bulletin board in all maintenance facility locations (currently the North Yard and the South Yard) as far in advance as circumstances dictate. The Company agrees to post the sign-up sheet seven (7) days in advance of the date the work is to be performed. The sign-up sheet will be closed and taken down seventy-two (72) hours in advance of the date the work is to be performed. In emergency situations the Company and the Union agree to waive the seven (7) day posting time frame and the Company agrees to post the sign-up sheet as soon as possible allowing at least twenty-four (24) hours for the employees to sign the sheet.

Employees who are volunteering to perform the day-off overtime that has been posted shall sign the sign-up sheet. Once the sign-up sheet is taken down the Company shall award the work to employees who have signed the sheet in seniority order.

Overtime will be assigned by seniority regardless of the employee's shop assignment. Employees assigned overtime will be expected to report to work ready and able to perform assigned classification responsibilities. Mechanics will be expected to provide basic hand tools.

Reporting to work at the correct time when scheduled for overtime is a maintenance employee's responsibility i.e. Maintenance Procedure Code of Conduct.

Overtime for special events i.e. football, Race For The Cure, air show, rodeo, etc. are at the Company's discretion.

Special event shop truck assignments are at the Company's discretion.

**SECTION 5** - Maintenance employees may bid their vacations in conjunction with their days off at the time of the bid. The term "in conjunction with their days off at the time of the bid" means the "latter part of the vacation."

**SECTION 6** - The Company will ask employees who have the holiday off to volunteer to work on that holiday before forcing any employee to work that holiday. Volunteers will be paid in accordance with Article 23.

**SECTION 7** - As long as the four-day, ten-hour bid is in effect employees will be paid at the rate of time and one-half (1 ½) for all hours worked in excess of ten hours per day.

## **SECTION 8 - MAINTENANCE REPORT POLICY**

Reporting to work ten (10) or more minutes late will cause loss of attendance incentive time for the month.

No record of discipline will be issued for up to and including three (3) minutes late.

## **ARTICLE 42 - BID FOR SHIFT**

**SECTION 1** - In the Maintenance Department there shall be these sections:

- (a) Mechanic - to include all classes of mechanics.
- (b) Body Shop - to include all employees doing body-related work; i.e., upholstery, paint, signs, etc.
- (c) Service - to include all service island personnel.
- (d) Parts Clerk - to include all parts clerks.
- (e) Fare Box Technicians - to include all fare box technicians. The activities of the fare box technicians are supervised by the Finance/Accounting and Maintenance Department.

No employee, who has bid into one section or classification, will be required to perform work in another section or classification except in an emergency on a temporary basis.

Seniority shall be accrued within each section of employment but may not be carried from one section to another for the purposes of bidding. Employees bidding back into their original section will retain all seniority formerly accrued working within that section. For the purpose of the work bid, departmental seniority shall prevail.

For the period covered by this Agreement, the Company will post a schedule of shifts reflecting all eight (8) hour **and** ten (10) hour bid slots in all sections at least four (4) times per year. The bid shall be posted not less than ten (10) working days prior to the effective date. No employee shall be required to bid until after the bid has been posted for seventy-two (72) hours.

All sections and employees may bid according to seniority for any shift in their own sections. These bids shall be evenly spaced, approximately three (3) months apart.

One-seventh (1/7) of each section (i.e., Mechanics, Body Shop, Service Island, Parts Clerks and Fare Box Technicians) will be required to bid each work day. Selection of bids for work in the Maintenance Department shall begin on the basis of seniority. If any maintenance employee fails to make his/her selection on his/her day to choose, the employee below this person will be directed to make his/her choice. The employee who fails to make his/her choice at the proper time will be allowed to choose from the remainder of the bid when he is ready to make his/her selection.



If a mechanic or service island attendant is off for a long-term absence at the time of bid for shift, that mechanic or service island attendant will not be allowed to bid. Long term absence is defined as not having a return to work date on file with the Company at the appointed time for the individual's bid for shift. Return to work date must be within six (6) weeks of bid start time, **and must be within the three (3) month bid period.** However, if the employee is able to return to work within six weeks of the new bid start, that employee will receive the bid he/she had prior to going out on the long-term absence. After the initial six (6) weeks period the employee will have the option to select from any remaining open bid slots. **The language in this paragraph shall be applied to every employee with no exceptions.**

**SECTION 2 -** In the event of a **Long Term absence, or a** permanent vacating of bid shift, the vacated shift will be '**walked around' to expedite.**

Maintenance employees below the affected bid shift will be eligible to bid on vacated shift, with the employee highest on the seniority list winning the bid.

In the event such permanent vacating occurs less than thirty (30) days prior to a regular bid, such vacating shall be treated as a temporary vacancy until the regular bid is completed.

**SECTION 3 -** In the Maintenance Department some employees may, from time to time, be assigned temporarily to fill vacancies on a shift or shifts outside their regularly scheduled working hours. Whenever possible, they will be given at least twelve (12) hours prior notice of the desire to have them work on such shift or shifts. Temporary vacancies that would be paid at a higher rate of pay shall be assigned the senior qualified employee in the next lower job classification. No such temporary position shall continue beyond thirty (30) days unless filled through the bidding in that classification (vacation vacancies are excluded).

Such temporary work shall be paid on a straight time basis when the employee is so notified; however, no such employee shall be required to work on his day off for straight time, but shall receive time and one-half (1-1/2) for such work, as long as he has worked his regularly scheduled shift.

If any maintenance employee is required to work in a lower paying classification he shall suffer no loss of pay.

**SECTION 4 –** As long as the four (4) day, ten (10) hour bid is in force, maintenance employees affected will have three (3) consecutive days off.

**SECTION 5 -** As long as the four (4) day, ten (10) hour bid is in force, sick leave benefits shall be based on ten (10) hours per day for those maintenance employees affected.

## **ARTICLE 43 - PROMOTIONS**

**SECTION 1** - Promotions to higher classifications will be based primarily upon the employee's job qualification. Standards used by the Company in the selection of qualified employees shall be uniformly applied.

In the event that two (2) or more employees are qualified, the employee with the highest seniority shall win the promotion.

Job classifications for mechanics shall be as follows:

**1. Mechanics Class "AA"** – Those Mechanics capable of performing all repairs, major or minor, to a motor coach (excluding major bodywork, framework, and painting), including all **systems** in the absence of supervision and shall be qualified to accept the responsibility of **providing oversight** of Mechanics in a lower classification.

**2. Paint and Body Mechanics Class "AA"** - Those Mechanics capable of performing all repairs to a motor coach body, frame, or any part thereof, including painting and welding of same in a workmanlike manner in the absence of supervision and shall be capable of instructing and **providing oversight** of paint and body Mechanics in a lower classification.

**3. Mechanics Class "A"** - Those Mechanics capable of making major or minor repairs to a motor coach, including all **systems** with limited supervision by a supervisor or a Class "AA" Mechanic.

**4. Mechanics Class "B"** - Those engaged in making repairs to a motor coach, major or minor, inspections, adjustments and replacement of **systems** under the **oversight of AA** Mechanics of a higher classification.

**5. "Sun Tran/Teamsters Joint Mechanic Apprenticeship Program" number AZ00507.** The Company and the Union will work jointly through the JATC to maintain a minimum of one (1) Apprentice at all times subject to manpower requirements.

## **ARTICLE 44 - SAFETY EQUIPMENT**

The Company shall provide all safety equipment, the type and amount to be determined by the Company and working environment, but in keeping with OSHA requirements. The employees will be required to learn the proper use of such equipment and use the equipment in accordance with OSHA, Material Safety Data Sheets and the Company safety rules.

## **ARTICLE 45 - SPECIAL TOOLS**

**SECTION 1** - The Company shall provide all special tools and equipment, other than the normal hand tools which employees are required to provide for themselves. Special tools will be checked out and signed for by the employee, used only for the purpose designed, handled with

due care in respect to safety, and returned immediately after use in a clean condition. Employees will be held responsible for tools or equipment damaged or destroyed through improper use, gross carelessness or negligence.

**SECTION 2** - The Company will reimburse an employee for loss of tools resulting from theft of an employee's locked toolbox on Sun Tran property (individual tools are excluded if tools are taken from an employee's box on Sun Tran property).

In order for an employee to be eligible for reimbursement of tools, resulting from theft of the entire toolbox, he must provide the Maintenance Manager or the Supervisor with a list of his tools prior to theft. This list must be supplied to the Company within ninety (90) days prior to the loss. If an employee desires to take his toolbox off the Sun Tran property (i.e. weekend), he must notify the Director of Maintenance and/or the Foreman, or the Company will not be held responsible.

All mechanics will receive \$240.00 tool allowance, effective May 1, 2010.

**The Company shall pay by separate check the applicable tool allowance of \$240.00 for each year of the contract.**

#### **ARTICLE 46 - TRAINING**

**SECTION 1** - Personnel involved in training employees will be paid \$1.00 per hour when training an individual, subject to the provisions below.

**SECTION 2** - Employees training in component rebuilding (for example, engines, transmissions), inspections, trouble shooting, diagnostics, etc., will receive training pay, provided the trainee, trainer, and training task has been approved by the Director of Maintenance or, with his approval, the shift supervisor. The pay will be based on actual time spent.

**SECTION 3** - Operators training students on their run will receive training pay for the time the student is on the bus. Operators performing the function of a route trainer shall be employed by the Company for more than one year.

**SECTION 4** - This in no way prevents the Company from using other parties to conduct training programs.

**SECTION 5** - The Chief Safety Steward or Assistant Chief Safety Steward or designee will participate in all on property safety training and on-site safety inspections every six (6) months with notice of such on-site safety inspections given to the Union at least seventy-two (72) hours in advance.

**SECTION 6** - Training shall be offered in seniority order for all classifications (i.e. mechanics, parts clerks, service island attendants, fare box technicians, facility technicians and custodians).

All training shall be scheduled at the Company's discretion, including setting the number of employees who will attend such training and the procedure for selecting the employees shall be as follows:

A training sign-up sheet describing the training being offered shall be posted at least fifteen (15) days prior to the date the training will take place. The Company and the Union agree that there may be situations that arise where the Company may offer training without fifteen (15) days prior posting and will instead give as much advance posting as possible but will still follow the sign-up and selection procedures. Employees who desire to participate in such training shall sign the sign-up sheet.

The first priority in filling the applicable number of positions designated for the training being offered shall be reserved for, and assigned to, employees who have signed the sign-up sheet and whose primary work performed as an employee is within the specialty (i.e. engine rebuild, transmission rebuild, small unit rebuild, electrical, a/c compressor rebuild, air conditioning) that the training being offered addresses, in seniority order. The remaining openings shall be assigned to the remaining employees who have signed the sign-up sheet in seniority order.

Upon completion of training the employee will be required to perform the work they have been trained for when directed by the Company to do so.

The Company and the Union agree to review each training sign-up sheet once the sign-up period has been closed and the sheet has been taken down in order to identify the employees who fall within the appropriate specialty training being offered (if applicable), as well as to identify any employees who the parties deem as being not reasonably eligible for such training. Once this review has been completed the employees who have been approved to attend such training shall be notified.

**SECTION 7 - The JATC will be responsible for training standards, qualifying all training, ensuring sign-up sheets are posted and all criteria is met for training qualifications as outlined in Section 6 above.**

## **CONCLUDING PROVISIONS**

### **ARTICLE 47 - NO STRIKES OR LOCKOUTS**

**SECTION 1** - During the term of this Agreement there shall be no strike, sympathetic or otherwise, walk-out, slow-down or work stoppage of any nature by the Union or employees. There shall be no lock-out by the Company.

**SECTION 2** - In the event of any action by the employees in violation of Section 1 of this Article, the Union shall, upon receiving notice thereof, urge its members to return to work

and, just as soon as practical, address a letter to the Company notifying the Company that such action was unauthorized.

#### **ARTICLE 48 - DOCUMENT CONTAINS ENTIRE AGREEMENT**

This document contains the entire Agreement of the parties and neither party has made any representations to the other which are not contained herein.

#### **ARTICLE 49 - MODIFICATION OF AGREEMENT**

It is agreed by both parties hereto that all previous contracts between the Company and the Union, written or verbal, are hereby canceled and that this contract is the only contract in existence between the parties hereto.

The parties may, by mutual agreement, specifically address organizational changes with regard to job classifications, work rules and pay levels in the event they wish to compete for services bid by local jurisdictions.

No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document by the parties hereto.

#### **ARTICLE 50 - DURATION OF AGREEMENT**

This Agreement shall extend to and be binding upon the parties hereto, their successors, lessees and assigns.

This Agreement shall be in effect from August 1, **2015**, to and including **June 30, 2017** and shall be considered as automatically renewed thereafter unless either party, desiring to terminate or modify same, shall give written notice to the other party no later than one hundred twenty (120) days prior to **June 30, 2017**.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be subscribed hereto in this first day of August, **2015**.

**GENERAL TEAMSTERS (EXCLUDING MAILERS),  
STATE OF ARIZONA  
LOCAL UNION NO. 104  
AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**BY \_\_\_\_\_  
FOR TEAMSTERS LOCAL #104**

**PROFESSIONAL TRANSIT MANAGEMENT OF TUCSON, INC.**

**BY \_\_\_\_\_**  
**FOR PROFESSIONAL TRANSIT MANAGEMENT OF TUCSON, INC.**

**Union Negotiating Committee:**

**Andrew A. Marshall – Union Chairperson**

**Secretary-Treasurer - Teamsters Local Union No. 104**

**Kevin “KT” Thomas – Business Representative**

**Amy Friauf – Chief Steward – Operations**

**Dan Linhart – Chief Steward – Maintenance**

**Misty Ingram – Assistant Chief Steward – Operations**

**Dave Martinez – Assistant Chief Steward – Maintenance**

**Barbara Franco – Chief Safety Steward – Operations**

**Tom Johnson – Chief Safety Steward - Maintenance**

**Company Negotiating Committee:**

**Kate Riley – Company Chairperson**

**General Manager – Sun Tran**

**Jared Forte - Assistant General Manager – Sun Tran**

**Jeff Rock – Assistant General Manager – Sun Tran**

**Rhonda Parraga – Director of Finance**

**George Bruegger – Operations Manager**

**LETTER OF AGREEMENT  
BETWEEN  
TEAMSTERS LOCAL UNION NO. 104  
AND  
PROFESSIONAL TRANSIT MANAGEMENT OF TUCSON, INC.**

**DETAIL CLEANERS (ATPT CREW)**

Local 104 and Sun Tran agree that a daytime classification of Detail Cleaner will be set up for people with disabilities that has been established since May 13, 1981.

These people are to be paid at a rate agreed to by the Company. They will in no way displace any full-time employee. Either party reserves the right to void this Letter of Agreement at any time with a thirty (30) day notice to the other party.

**LETTER OF AGREEMENT  
BETWEEN  
TEAMSTERS LOCAL UNION NO. 104  
AND  
PROFESSIONAL TRANSIT MANAGEMENT OF TUCSON, INC.**

**ACCIDENT REVIEW BOARD**

The Risk Management Director (or designee) and the Chief Safety Stewards (or designees) will meet on the Monday prior to the first Thursday, which is the scheduled day for the Accident Review Board, of each month.

The Risk Management Director (or designee) will present the Chief Safety Stewards (or designees) with a list of all the accidents that will be heard at the scheduled Accident Review Board at least twenty-four (24) hours prior to the Monday meeting.

At this Monday meeting the Risk Management Director (or designee) and Chief Safety Stewards (or designees) will exchange all pertinent evidence and information, inclusive of all documents and statements related to the accident, that either party intends to present to the Accident Review Board.

Any evidence or information, inclusive of all documents and statements related to the accident, not exchanged at the Monday meeting will not be allowed to be presented to the Accident Review Board.

The intent of this Letter of Agreement is to facilitate the timely hearing of accidents before the Accident Review Board and the parties, by mutual written agreement, may reach agreement on individual cases to modify the procedures contained in this Letter of Agreement



**LETTER OF AGREEMENT  
BETWEEN  
TEAMSTERS LOCAL UNION NO. 104  
AND  
PROFESSIONAL TRANSIT MANAGEMENT OF TUCSON, INC.**

**EMPLOYEE OPERATIONS AND MAINTENANCE EFFICIENCY PROGRAM**

The Company and the Union agree to establish a program that encourages employees to identify ways to improve the efficiency of the Operations and Maintenance operations, participate in the development and implementation of ideas, programs and/or procedures with management personnel with the goal of improving the efficiency of the operation and improving workplace safety.

Participation in this program shall be strictly voluntary and shall not result in any type of disciplinary action being taken against any SunTran employee. This voluntary program, as well as all employees participating in such program, will at all times be in strict compliance with all provisions and language of this collective bargaining agreement. This program, as well as employee participation in such program, shall at all times be in strict compliance with all city, municipal, county, state and federal laws, statutes, regulations and codes.

Both the Company and the Union agree to establish the guidelines and procedures of such program, which will then share any cost savings equally between the Company and the employees. These guidelines will include both short and long term goals of a specific nature, and broader goals of an overall nature, both of which include but are not limited to the following items such as: operator health and safety savings/efficiencies, facility improvement and maintenance savings/efficiencies, employee participation/committee savings/efficiencies, unscheduled overtime savings/efficiencies, scheduled overtime savings/efficiencies, extra board overtime savings/efficiencies, operations scheduling efficiencies, route scheduling savings/efficiencies, route structure savings/efficiencies, route design savings/efficiencies, tool/parts acquisition savings/efficiencies, equipment/coach design and acquisition savings/efficiencies, employee morale/health/safety savings/efficiencies, maintenance shop procedural savings/efficiencies, routine maintenance repair savings/efficiencies, parts cost per mile savings/efficiencies, miles between road calls savings/efficiencies and repeat repairs savings/efficiencies, safety procedures and program savings/efficiencies, all of which address the reduction of operational costs.

These shared cost savings will not include any savings/efficiencies resulting from policy decisions made by Mayor and Council such as service changes and fare increases.

The Company and the Union agree to jointly perform an audit/examination of each SunTran fiscal year budget (July 1 to June 30) by October 15<sup>th</sup> of that year's fiscal year budget to determine the amount, if any, of the savings for that fiscal year. If the total amount of money spent for any given fiscal year is less than the total amount of money that

was approved for that fiscal year's annual budget, the full amount of money that was not used (savings) shall be equally split 50/50 between SunTran and the hourly SunTran employees, which includes the hourly bargaining unit employees and the non-bargaining unit administrative hourly employees. The total of the employee amount shall then be divided equally between all SunTran hourly employees.

The non-bargaining unit administrative hourly employees portion is payable by payroll check, with each individual's payment being distributed as a one-time lump sum payment to the employee during the month of November of that year.

The bargaining unit hourly employee's portion is available for distribution two different ways as described below:

- 1)** Payable by payroll check, with each individual's payment being distributed as a one-time lump sum payment to the employee during the month of November of that year.

$\$1,000,000 \text{ divided by } 538 \text{ eligible bargaining unit employees} = \$1,858.74 \text{ per employee}$

- 2)** Payable in the form of an increase to each employee's hourly wage rate of pay, or an increase to each employee's hourly pension contribution rate. If this method of distribution is utilized it will be for the group as a whole and individual employees cannot select the distribution method. The method of converting the total amount into individual hourly wage or pension amounts will be in accordance with the following calculation formula.

This calculation is only an example used to illustrate the formula and uses the amount of \$1,000,000 strictly for demonstration purposes.

$2080 \text{ hours multiplied by } 3 \text{ years} = 6,240 \text{ hours}$

$6,240 \text{ hours multiplied by } 538 \text{ eligible bargaining unit employees} = 3,357,120 \text{ hours}$

$\$1,000,000 \text{ divided by } 3,357,120 \text{ hours} = \$0.30 \text{ per hour increase per employee}$