

ALTERNATE CONCEPTS, INC. (ACI)

AND

**OFFICE AND PROFESSIONAL
EMPLOYEES**

INTERNATIONAL UNION, LOCAL 30



March 1, 2015 through February 28, 2018

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ARTICLE 1 - WITNESSETH

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

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

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

Pursuant to said purpose, the parties hereto contract and agree as follows:

ARTICLE 2 - MASTER AGREEMENT

This Agreement is made and entered into this ____ day of _____, by and between Alternate Concepts, Inc. ("ACI") for the provision of light rail service herein referred to as the "Company," and Office and Professional Employees International Union, Local 30, hereinafter referred to as the "Union."

ARTICLE 3 - RECOGNITION

Section 1: The Company recognizes the Union as the sole collective bargaining agent with respect to wages, hours and working conditions for employees classified as full-time and regular part-time field supervisors, crew dispatchers, and line controllers.

Section 2: The Company and the Union each agree that they will not unlawfully discriminate against any individual because of such individual's race, color, religion, sex, national origin, age, marital status, veteran status, sexual orientation or disability. This pertains to all aspects of employment and union representation. The Company and the Union agree and shall comply fully with all the provisions of the Federal, State and local labor and employment laws. Any dispute arising under this section may be processed through the grievance procedure of this contract.

Section 3: The parties each agree to comply fully with all local, state and federal labor and employment laws, and all other laws pertaining to employment. The Company may take any appropriate action required under such laws, mandates, or directions, and neither such action nor its effects may be deemed a violation of this Agreement.

Section 4: The parties agree that in the event any federal, state and/or local laws are enacted that invalidates any portion or portions of this Agreement and said portion becomes null and void, that the balance of this Agreement will remain in full force and effect. If at any time thereafter, such term or provision is no longer in conflict with any federal, state and/or local law, such term or provision as originally embodied in this Agreement shall be restored in full force and effect.

Section 5: In the event any portion or portions of this Agreement is invalidated by federal or state or local laws or regulations and becomes null and void, the parties agree to commence negotiations within thirty (30) days, to replace the invalidated (null and void) portion with a valid provision.

Section 6: When the term “employee” or the masculine gender is used in this Agreement, it shall mean any employee coming within the scope of this Agreement and shall encompass both the male and female gender.

Section 7: The parties agree that they will treat one another’s representatives with dignity and respect, and that employees and supervisors and other members of management will treat each other with dignity and respect.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1: Except as expressly restricted by a specific provision of this Agreement, the Company retains all rights, powers, and authority exercised or held by it prior to the certification by the National Labor Relations Board of the Union as the collective bargaining agent of the employees covered by this Agreement.

Section 2: Without limiting the generality of the foregoing, these rights shall include, but are not limited to, the exclusive right and sole discretion to: direct and manage its business; determine all business and financial policies; determine all methods and means of operation, including the sub-contracting of work; select and determine the number and qualifications of employees required; hire part time workers; direct the work force; schedule and assign work or shifts to specific employees; determine the starting and ending time and the number of hours to be worked, including the method for recording the starting and ending time by electronic or other means; determine and change the methods of operating its business; add or discontinue processes or operations in whole or in part, temporarily or permanently; hire, assign, transfer and promote employees; lay off, terminate or otherwise relieve employees from duty for lack of work or other business reasons; suspend, demote, discipline and discharge employees for just cause; determine

and change at its sole discretion the number of locations of its operations; relocate its operations; abide by directives of contracting authorities or funding sources as to operations governed by such contracts or funding; and adopt from time to time reasonable rules and regulations for the purposes of efficiency, safety and discipline. Nothing in this Agreement shall restrict the right of management to perform bargaining unit work when deemed necessary by the employer on a temporary basis and such assignments shall not result in the elimination of bargaining unit positions duties when deemed in the best interests of the operation.

Section 3: The foregoing enumeration of specific rights retained by the Company is not intended to be a waiver of any rights of the Company not listed unless specifically surrendered in this Agreement, whether or not such rights have been exercised by the Company in the past.

ARTICLE 5 - COMPANY RULES – POLICIES – PROCEDURES

Section 1: The Union recognizes the right of the Company to establish rules, policies, and procedures as it may deem necessary, provided that such are not in conflict with the explicit terms and conditions of this Agreement.

Section 2: Such Company rules, policies and procedures are to apply uniformly to all employees covered by this Agreement.

Section 3: The Company shall notify the Union of any policy changes that apply to employees covered by this Agreement.

ARTICLE 6 - GENERAL SENIORITY

Section 1: Classification seniority shall mean length of service with the Company since permanent assignment into the current classification. If two or more individuals have the same seniority, the employee's seniority position will be determined by the interview date and order of interview for employment in the unit position.

Section 2: Company seniority shall mean length of continuous service with ACI in its Phoenix Metro Rail Operation.

Section 3: Employees may not hold seniority in more than one (1) bargaining unit of the Company.

Section 4: The Company agrees to keep posted in an accessible place an up-to-date and revised seniority roster showing the name, date of employment, and seniority standing of all the employees coming within the scope of this Agreement. Upon written

notice by the Company of an updated and posted seniority roster, the Union shall notify the Company, within 5 days of the notice, of any objection to the listing. Failure to present such notice, in writing to the Company, shall constitute acceptance of the listing.

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

Section 5: In the event the need arises to move an employee involuntarily from one classification to another in the bargaining unit, the Company shall move the most qualified employee, as determined solely by the Company, with the lowest seniority and the employee shall carry their previous classification seniority with them to the new position.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 1: No employee who has completed his or her probationary period shall be disciplined or discharged except for just cause. The Company will follow Progressive Discipline with respect to offenses, except as provided in Section 4 below, as follows: Oral Warning, Written Warning, Day Suspension, Discharge.

Section 2: The employee will be notified in writing of all disciplinary action and a copy will be sent to the Union and placed in the employee's personnel file.

Section 3: Any employee who is required to attend an investigatory interview shall have the right upon request to have a Union representative accompany him or her.

Section 4: The following offenses shall constitute grounds for immediate termination of employment. The enumeration of such offenses shall not be construed to mean the exclusive offenses for which immediate termination may be imposed.

- a. Engaging in gross negligence that results in damage to Company property or personal injury to any employee, supervisor, client, patron, customer or any other person in the Company.
- b. Committing any felony.
- c. Engaging in sexual harassment or any other form of illegal discrimination.
- d. Appropriating/stealing Company property.
- e. Tampering with or destruction of Company property.
- f. Possession, use or sale of illegal drugs whether on or off of Company property or work time.

- g. Assault and aggression against a fellow employee, supervisor, manager, client, patron or customer.
- h. Reporting for work or working under the influence of alcohol or drugs.
- i. Falsifying documents or any reports; lying.
- j. Altering or providing false work hours for oneself or someone else working for the Company; punching the time clock or its equivalent for another employee.
- k. Sleeping on the job.
- l. Failing to return from an approved leave of absence.
- m. Disclosing confidential Company information.
- n. Fighting on Company property.
- o. Insubordination, including but not limited to refusal to work as assigned or directed and/or using profane, obscene, abusive or threatening language in dialogue with a fellow employee, supervisor, client, patron, or customer.
- p. Possession of firearms, explosives, or dangerous weapons on Company property or while conducting Company business or activities on or off Company premises.
- q. Being absent without leave for three (3) or more consecutive days.
- r. Conduct unbecoming an employee, including any conduct that harms the name or reputation of the company.
- s. Leaving an assignment or assigned area without authorization.
- t. Unauthorized use of electronic devices, including phones and computers.

ARTICLE 8 - NO STRIKES/NO LOCKOUTS

Section 1: For the duration of this Agreement, the Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify, recognize or condone any strike against the Company, including but not limited to a sympathy strike, sit down, sit in, slow down, cessation or stoppage or refusal to work, boycott, interference with the operations of the Company, or interruption of the operation of the Company for any purpose. Inciting or inducing or participating in any such activity by any employee of the Company shall constitute cause for discipline or discharge. This clause also specifically prohibits each

employee from refusing to report for work or refusing to work due to the presence of a picket line at any Company facility.

Section 2: In addition to the above, the Union agrees not to engage in handbilling, bannering, informational picketing or demonstrations whose purpose is to undermine the employer's reputation or products by disparaging false statements.

Section 3: In the event of an unauthorized strike or job action taken by employees covered by this agreement in violation of the terms of this Article, the Union will notify immediately and by all means available all employees covered under this agreement that such actions are not authorized and violate the terms of the agreement and could result in discipline including discharge from employment.

The Union also will notify the employer that such actions are not authorized by the Union and will inform the employer of all efforts ongoing to bring such actions to an end.

Section 4: For the duration of this Agreement, there shall be no exception, direct or implied, to the obligation imposed by this Article.

Section 5: The Employer agrees that there shall be no lockouts during the term of this Agreement.

Section 6: The Company will take all reasonable steps necessary to ensure the safety of all employees who perform work, including train operations, in the event of any job action by a bargaining unit other than OPEIU Local 30.

ARTICLE 9 - WAGE RATES AND HOURS OF WORK

Section 1: Wage rates for bargaining unit employees shall be adjusted as follows:

July 1, 2015	\$750 bonus per employee, net of taxes.
July 1, 2016	1.5% across the board increase to base rate of pay for each employee.
January 1, 2017	\$500 bonus per employee, net of taxes.
July 1, 2017	2% across the board increase to base rate of pay for each employee.

Persons hired after the effective date of this contract shall be paid in accordance with a progression rate as follows: 65% First Year, 85% Second 100% Third Year.

Current classification wage rates are:

Field Supervisor	\$27.26
Dispatcher	\$27.26
Line Controller	\$27.26

Rates currently in effect that exceed the above rates shall expire upon the termination, resignation, transfer, promotion or death of any employee receiving such rate.

Section 2: Regular full time employees shall work minimum shifts of 8 hours in duration and 40 hours per week. The Company may utilize a schedule consisting of 10 hour days and a 40 hour week. Such a schedule shall be at the sole discretion of the Company. Overtime shall be paid for hours in excess of 40 hours worked per week.

Section 3. The employer may hire current ACI employees with significant rail experience at wage rates higher than the start rate for new supervisors when their previous rate of pay is greater than the supervisor start rate, but in all cases the wage rate for such new hires must be at least 5% below the maximum rate of pay in the supervisor pay scale.

Such employees shall maintain their company seniority date for purposes of time off accrual but shall enter the bargaining unit at the bottom of the list for all other purposes including bidding for shifts or vacation, or layoffs.

ARTICLE 10 - CHECK-OFF OF UNION DUES

Section 1: The Company agrees to deduct from the wages of any employee in the bargaining unit who executes a dues authorization check-off, the regular monthly dues of the Union and initiation fees or other authorized assessments levied in a legal manner or the service fee equivalent, and will forward such dues and assessments and service fee to the properly accredited officer of the Union on or before the twenty-eighth (28th) of every month.

Section 2: The individual authorization or directives shall contain authorization for deduction of requested monthly membership dues, initiation fees, assessments or the service fee equivalent

Section 3: The Union will indemnify and hold the Company harmless against any and all claims for damages, equitable or legal relief, including the payment of any awards that result from any action taken by the Company with the purpose of complying with this Article of the Agreement.

Section 4: Bargaining unit employees shall have the option to make voluntary contributions by payroll deduction to the Union's "JB Moss Voice of the Electorate (Vote) Fund. Upon presentation of the appropriate authorization card, the employer will withhold the amount of money requested by the employee and forward it to the Union along with the dues withheld. The Union will indemnify and hold the Company harmless for any disputes arising as a result of these withholdings.

ARTICLE 11 - GRIEVANCE AND ARBITRATION

Section 1: A grievance is defined as a dispute between the Company and employees or between the Company and the Union, which dispute involves the application, interpretation or compliance with the specific terms and provisions of this Agreement, including a claim that discipline, including discharge, has been imposed without just cause.

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

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

STEP ONE:

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

STEP TWO

In the event the grievance is not resolved to the satisfaction of the employee or Union in STEP ONE above, the Union may submit the grievance to the General Manager, or designee, within ten (10) calendar days following the date of receipt

of the Company's answer in STEP ONE. The General Manager, or designee, and the Union representative shall hold a meeting, if requested by the Union, within ten (10) calendar days of the date the grievance is appealed to STEP TWO, to discuss the grievance. The General Manager shall respond to the Union representative in writing as to the decision regarding the grievance within ten (10) calendar days after the receipt of the grievance, or if a meeting is requested and held, within ten (10) calendar days following the date of the meeting.

STEP THREE

In the event the grievance is not resolved in STEP TWO, the Union may refer the grievance to arbitration by written notice to the American Arbitration Association and the General Manager within fifteen (15) calendar days following the date of receipt of the General Manager's response in STEP TWO. Arbitration shall be governed by the Labor Rules of the American Arbitration Association. Failure to submit the grievance to the American Arbitration Association within FIFTEEN (15) days of the notice to the General Manager shall render the grievance not arbitrable. The parties may agree upon an arbitrator.

Section 4: Unless otherwise agreed to in writing by the parties, the arbitrator shall meet, organize, and conduct all of its proceedings in the city of Phoenix, Arizona, at such time as may be mutually agreed upon between the parties. The proceedings shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association.

Section 5: The decision of the impartial arbitrator shall become final and binding on the parties of this Agreement when delivered to them in writing.

The arbitrator shall have no power to add to, subtract from, ignore, alter or modify any of the terms of this Agreement nor shall the arbitrator substitute his discretion for that of the Company or the Union where such discretion has been retained by the Company or the Union. No award may be retroactive prior to the effective date of this agreement.

Section 6: The fees and expenses of the arbitrator incidental to the arbitration shall be borne equally by the parties. Such expenses shall include any cost for recording of proceedings made by either party.

Section 7: Failure of the grieving party to adhere to any of the deadlines set forth in this Article shall render the dispute ineligible for arbitration unless the deadline is extended by written agreement between the parties.

Section 8: Saturdays, Sundays and Holidays shall be excluded in the calculation of the time limits provided in this Article.

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

ARTICLE 12 - UNION BUSINESS/REPRESENTATION

Section 1: The conducting of Union business on Company time is strictly prohibited unless prior approval has been granted by an official of the Company.

Section 2: It is mutually agreed that all business pertaining to this Agreement shall be transacted between the properly accredited officers or agents of the Company and those of the Union, and duly appointed stewards and committees thereof; composed of employees of the Company, or a representative of the Union, or an attorney duly licensed to practice as such, on all questions that may arise under and within the terms of this Agreement.

Section 3: The Union agrees to furnish the Company with an up-to-date list of all officers, representatives, stewards and committee members and will immediately notify the Company in writing of any changes hereto. The Employer shall recognize no officer or steward until such notification of his/her appointment shall have been received by the Company from a duly authorized officer of the Union.

Section 4: **Bulletin Boards** The Company will provide the Union with space for a bulletin board that was purchased by the Union. Said bulletin board will be located in such a manner that all employees can easily see its contents. This shall be used by the Union for the posting of official notices, meetings and all other matters pertinent to the Union. The Union agrees that the bulletin board will only be used for official business and will not intentionally post any material derogatory of the Company or Client. If a posting becomes a concern, the Union and Company will meet and discuss the posting.

Section 5: **Union Business Leave** The officers and shop stewards may be permitted reasonable time off without pay to attend Union meetings called by the Local Union as long as it does not interfere with operational needs determined by the Company. The Company shall be given forty-eight (48) hours prior notice by the Local Union. The forty-eight (48) hour requirement may be waived as long as it does not interfere with operational needs.

Section 6: **Union Visitation** Union officials or their representatives not employed by the Company must check-in with the appropriate Company officials upon arrival at the work site. The Union representative will not in any manner interfere with the performance of work by the employees.

Section 7: The officers or the stewards of the Union for this property shall be permitted reasonable time to investigate, present and process grievances on the Company property.

ARTICLE 13 - PROBATIONARY PERIOD

Section 1: All employees hired or promoted into or within this bargaining unit will have a probationary period of ninety (90) calendar days during which period the Company may, except as provided by law, discharge the employee at their discretion except that said employee shall have recourse under the grievance procedure in accordance with Article 11 herein. An employee shall not be eligible for benefits under this Agreement until the probationary period is successfully completed.

Section 2: The probationary period may be extended by mutual agreement of the parties.

ARTICLE 14 - REDUCTION IN FORCE

Section 1: In case there is a necessity to reduce the work force for any reason, the Company will notify the affected employees, to the extent possible, at least TEN (10) working days in advance of the lay-off date. A copy of this notification will be sent to the Union.

Section 2: Lay-offs will be carried out by affected classification by order of inverse seniority. In other words, employees with the least classification seniority will be laid off first. Part time employees shall be laid off before full time employees.

Section 3: In case of re-employment within twelve (12) months immediately following the lay-off, employees who were affected by the lay-off will be reinstated to their classification position in the inverse order in which they were laid-off, at their precious rate and seniority. In other words, employees with the highest seniority will be re-employed first.

Section 4: In case of re-employment within twelve (12) months immediately following the lay-off, the Company will provide a written notification to those employees affected by the lay-off notifying them of re-employment. To the extent possible, the notice of re-employment will be sent at least TEN (10) working days in advance of the date in which their services are required. This letter must be sent to the last known address via certified mail, return receipt requested. A copy of the re-employment notification will be sent to the Union. In cases where the Company cannot meet this TEN (10) day notice period, the employee will be provided notice via telephone, indicating the start time of employment. The Union will be served written confirmation that the employee was contacted via telephone.

Section 5: The employee must notify the Company of his/her availability for re-employment within three (3) working days before he/she is scheduled to return to work,

or within one (1) working day if notice for re-employment was done by telephone. Failure to answer the re-employment notice or to report to work as indicated in the written or telephone notice will be deemed a resignation and the employee will be terminated. Laid-off employees that are re-employed as here provided may be required to submit to drug and alcohol testing, as well as a general fitness for duty examination by a Company medical representative as a condition for re-employment.

ARTICLE 15 - HOLIDAYS

Section 1: The Company will observe the following holidays:

*New Year's Day	*Labor Day
Martin Luther King Day	Veteran's Day
President's Day	*Thanksgiving Day
*Memorial Day	Day After Thanksgiving
*Independence Day	Christmas Eve
	*Christmas Day

* Major Holidays

Section 2: Bargaining unit employees who do not work on a designated holiday will be paid eight (8) hours for the holiday provided the employee works the day before and the day after the holiday unless paid time off has been approved for those days in advance. If an employee is working a 10 hour shift at the time the holiday occurs, holiday pay will be 10 hours provided the employee works the day before and the day after the holiday unless paid time off has been approved for those days in advance.

Section 3: Bargaining unit employees who work on a major holiday will be paid eight (8) or ten (10) hours, depending on their schedule at the time of the holiday, at time and one half their regular rate for the time actually worked plus eight (8) or ten (10) hours regular time for the holiday, provided the employee works the day before and the day after the holiday unless paid time off has been approved for those days in advance.

ARTICLE 16 - PAID TIME OFF (PTO)

Section 1: Effective upon ratification bargaining unit employees shall be entitled to PTO as follows:

12 days following the probationary period

17 days after completing 3 years of service

22 days after completing 10 years of service

Effective December 1, 2015 bargaining unit employees shall be entitled to PTO as follows:

13 days following the probationary period

18 days after completing 3 years of service

23 days after completing 10 years of service

Such time shall be used as pre-scheduled vacation leave or as sick days taken in accordance with existing practice.

Bargaining unit employees who were employed prior to the ratification date of 2012 shall continue to receive PTO in accordance with that agreement.

Time shall be accrued weekly.

Section 2: Bargaining unit employees will be able to bid up to two (2) weeks of vacation to be taken through December, if otherwise eligible. When all bargaining unit employees have listed their choice of two (2) weeks through December and have had their time approved, additional weeks may be scheduled through the last Friday in December. No more than two (2) bargaining unit employees may be on paid time off status, exclusive of paid sick leave, in a work week. Classification seniority will be taken into consideration for approving vacation requests when more than the above number of employees are requesting the same week for vacation.

Section 3: After all employees' request for two (2) weeks of vacation have been approved, individual days off can be requested thirty (30) days in advance. Approval of individual days is at the discretion of the Company.

Section 4: Bargaining unit employees may use PTO throughout the year that has not yet been accrued provided however that no employee shall have a negative balance of PTO greater than forty (40) hours. Employees may carry over up to forty (40) hours

from year to year or at their discretion be paid for any unused PTO at their then current hourly rate of pay up to forty (40) hours in any one year. Employees who terminate employment for any reason and have a negative PTO balance will have any hours due taken from their last check to balance their PTO account.

ARTICLE 17 - LEAVE OF ABSENCE-GENERAL

Leave of Absence Without Pay

Section 1: The Company may grant leave of absence to bargaining unit employees without pay for personal reasons, and not exceeding thirty (30) days. This leave can be extended for two (2) additional periods, at the discretion of the Company. In order to grant leave of absence without pay, the employee must submit a written application and explain the reasons and the extent of request. If an employee fails to return to work at the end of a leave of absence without pay, the Company will deem this as a voluntary resignation and the employee will be terminated.

Military Leave

Section 2: If an employee of the Company shall enlist or be conscripted into the Armed Forces of the United States, such employee shall be granted a leave of absence without loss of seniority and the order of his seniority shall take precedence over other employees of the Company in his former line of work provided application for reinstatement is made in accordance with the provisions of USERRA and he can meet the qualifications and requirements for the position that are in effect at the time of his return (excluding any additional formal educational requirements).

Section 3: Employees returning from leave under Sections 1 and 2 may be required to undergo a general fitness for duty medical examination by a Company medical representative and submit to drug and alcohol testing as a condition of returning to work.

Medical Leave of Absence

Section 4:

- a. Upon exhaustion of PTO Medical Leave of Absence without pay for non-occupational disabilities, including conditions related to pregnancy shall be granted subject to eligibility requirements, provided the employee furnishes a physician's certification setting forth the necessity for such a leave and the anticipated duration of disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility.
- b. Employees with less than three (3) years of service shall not be granted a Medical Leave of Absence in excess of ninety (90) days. Employee with three (3) or more

- years of service shall not be granted a Medical Leave of Absence in excess of three hundred and sixty five (365) days,
- c. If an employee takes a medical leave of absence, returns to work and returns to a medical leave of absence status within ninety (90) days, the leave is treated as one continuous leave subject to maximum limit.
 - d. If an employee takes a medical leave of absence, returns to work for a period of at least ninety (90) days, then returns to medical leave of absence status, the leave is treated as a new leave of absence subject to the maximum limit.
 - e. Employees may request and the employer may grant extensions to the maximum period of Medical Leave of Absence. Such extensions may be granted at the discretion of the Employer.

ARTICLE 18 - BEREAVEMENT LEAVE

Section 1: A bargaining unit employee who has a death in the immediate family will be allowed up to three (3) days paid bereavement leave by the Company. Immediate family is defined as the employee's spouse or domestic partner and the employee's or the spouse/domestic partner's children, stepchildren, grandchildren, parents, grandparents, stepparents, siblings, mother-in-law, and father-in-law.

In the event that travel beyond 300 miles is required then up to five (5) days paid bereavement leave will be allowed.

Section 2: Bargaining unit employees may use PTO for any additional time needed or may request unpaid leave if no PTO is available. Unpaid bereavement leave must be approved by the Company.

ARTICLE 19 - HEALTH INSURANCE

The Company agrees to provide only full time bargaining unit employees who have completed their probationary period with the opportunity to participate in its group health and dental insurance program. The Company reserves the right to make changes to its health and dental insurance program during the term of this Agreement. These changes may include, but are not limited to, the right to change carriers or administrators, the right to implement or change co-pays and deductibles and the right to change premium contributions provided, however, that during the term of this Agreement the percentage of the health insurance premium paid by employees covered by this Agreement shall be 20% with all such contributions deducted weekly unless the company chooses to lengthen the period for such payroll deduction.

ARTICLE 20 - OTHER BENEFITS AND CONDITIONS

Section 1. The company will offer individual Flexible Spending Accounts (FSA's) to employees covered under this agreement. The company will prepay each employee's FSA up to \$2,000 per year per employee at the beginning of each year to be available to employees to pay for certain health expenses covered under the plan. The company will also pay the initial cost of the debit cards to be used and employees will be responsible for replacement cards. Employees will pay the amount prepaid into their FSA in weekly payments deducted from their regular paychecks. Up to \$500 of unused funds may be carried over from one year to the next.

Employees may participate at their discretion and may choose the amount to be deposited into their FSA at the beginning of each year based on their anticipated need. Participation in the FSA is strictly voluntary.

Section 2: Upon completion of the probationary period all employees in the bargaining unit will be covered by a \$50,000.00 life insurance plan and a Short Term Disability Insurance of \$260.00 per week for a period of twenty-six (26) weeks. These benefits are subject to the terms of the plan providing these benefits. The provision and operation of these benefits shall not be subject to the Grievance and Arbitration provision of the Agreement.

Section 3: An employee selected for jury duty will receive regular pay for each day served provided that the employee submits a copy of the jury duty summons to the Company. An employee who does not submit verification will not receive compensation. An employee released from jury duty by noontime must return to work in order to be paid a full day's pay. In the event that the employee's absence from work would cause a hardship to the Company, the employee and/or the Company may petition the court to excuse the employee from serving jury duty.

Section 4: Bargaining unit employees may be provided a cell phone for use in each sector during the work day, at the Company's sole discretion. The parties may discuss cell phone use at the Joint Labor Management Committee provided for in Article 23 of this Agreement.

Section 5: All employees are required to wear uniforms as approved by the Company. New employees will receive five (5) shirts when hired. Current employees shall receive \$350 per year paid in December for the coming year to purchase uniforms as needed. All employees agree to wear uniform pants.

Section 6: All employees must have a valid driver's license at all times and must abide by all rules and policies of Valley Metro Rail, Inc. pertaining to use of Company vehicles, including the no smoking rule. Failure to maintain a valid driver's license shall be grounds for immediate termination. All employees must abide by all rules and policies of Valley Metro Rail, Inc. pertaining to internet usage.

Section 7: Upon completion of the probationary period the employer agrees to contribute the equivalent of 2% of each bargaining unit employee's gross wages to the OPEIU, Local 30 401 (k) each month on their behalf. The employer will also match each employee's contributions up to an additional 1% each month. All contributions to 401 (k) accounts will be limited to IRS limits.

ARTICLE 21 - PART TIME EMPLOYEES

Section 1: In the event the company elects to employ part time workers in any classification covered by this agreement, such employees shall be paid a maximum rate of \$22 per hour and shall follow the wage progression of 65% Year One, 85% Year Two, 100% Year Three. Part time workers shall not be eligible for any health and welfare or time off benefits under this contract but shall be covered under all other terms and conditions herein.

Section 2: Part time workers may work up to ten (10) hours in a work day and up to twenty four (24) hours in a work week as determined solely at the discretion of the company. The weekly maximum shall be governed by state law in the event the maximum set by law is less than twenty four (24) hours. The maximum number of part time workers shall not exceed 10% of the total bargaining unit.

ARTICLE 22 - ATTENDANCE

The existing Company policy regarding attendance shall be continued for the duration of this Agreement unless otherwise changed by the mutual agreement of the parties.

ARTICLE 23 - JOINT LABOR MANAGEMENT COMMITTEE

There shall be a Joint labor Management Committee composed of at least two members of the Union and two members of management which shall meet on a regular basis to be determined by the parties to discuss issues of concern, including scheduling and staffing.

ARTICLE 24 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by a change of any kind in legal status, ownership or management of either party, provided however that in the event the Company's operating contract with Metro, or Metro's successor, is terminated during the term of this Agreement the Company's obligations hereunder shall terminate as well, except for any accrued benefits due employees at the time of termination.

ARTICLE 25 - DURATION

This Agreement shall become effective March 1, 2015 and shall remain in effect until and including February 28, 2018.

This Agreement shall be automatically renewed from year-to-year thereafter, unless either party desiring to terminate, modify or alter the same shall give written notice to the other party no less than ninety (90) days in advance of the date of expiration. If such notice is not given, the Agreement stands renewed for the following year.

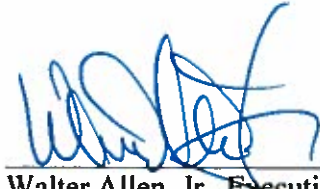
In the event Valley Metro Rail, Inc., or its successor or assign terminates its contract with ACI at any time during the term of this Agreement then the Company's obligations under this Agreement cease except accrued obligations to the date of termination.

Executed and effective this 23rd day of April 2015.

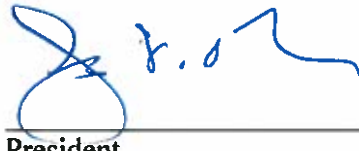
Office and Professional Employees

Alternate Concepts, Inc.

International Union, Local 30



Walter Allen, Jr., Executive Director/CFO



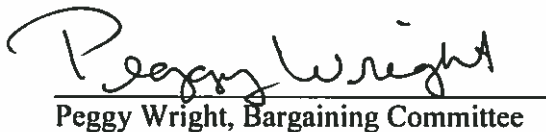
President



Tanglyon Burleson, Bargaining Committee



Sharon Ninehouser, Bargaining Committee



Peggy Wright, Bargaining Committee