

# Appendix C

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## **Sun Tran Runcutting Procedures**

# Review of Sun Tran Runcutting Procedures

## Introduction

Runcutting is the process of turning time blocks of service into work shift pieces or “runs” for operators. It is a complex process that takes into account a range of factors both qualitative and quantitative; to produce a set of outcomes that significantly affect transit operations and financial budgets. The scheduler’s objective is to create work days for the operator that comply with all work rules and bargaining agreement conditions. The desired outcome of runcutting is to optimize bus operator labor utilization; thereby, significantly affecting the cost of operating the system.

As the runcutting is complete, a full set of operator shifts are developed. This is referred to as the “Bid”. Typically in transit operations, bids are performed at set times of the year, with the timing and frequency of bids determined by bargaining agreements. To accommodate operator absences such as vacation, sick leave, leave under the Family Medical Leave Act, and other bargained provisions, what is known as an “Extra Board” is used in transit operations. Extra Board assignments are established with each bid; for each day of the week and for both AM and PM shifts, to enable a transit operator to fill operator vacancies and meet publicly scheduled service needs.

As part of the Comprehensive Operational Analysis being conducted by Veolia Transportation during April-December 2013, a review of Sun Tran’s runcutting process and procedures were reviewed and compared against industry standards and best practices.

### **BACKGROUND – Sun Tran’s current Runcutting Status**

At the time of the review, the following statistics governed the runcutting process:

- Sun Tran operates regular and express service out of two garages located at 4220 S. Park Ave. and 3920 N. Sun Tran Blvd.
- Weekday service consists of local fixed and express service routes.
- Weekend service consists of local fixed routes only.
- Express service is provided during the AM and PM peaks.
- Sun Tran conducts four (4) separate full bids each year, in accordance to its bargaining agreement with the Teamsters Local Union # 104.
- Sun Tran’s bid dates are established through the bargaining agreement.
- Sun Tran’s runcutting processes must comply with various sections of the bargaining agreement, including Article 17 – Time Limits, Article 22 – Work Week, Article 23 – Holidays, Article 31 – Selection of Runs, Article 32 – Extra Board Operators, Article 35 – Bid Run Interruption, Article 36, Vacating of Bid Run, Article 37 – General Bid Dates, and Article 38 – Run and Time requirements. These relevant sections of the current bargaining agreement are provided as an Attachment to this report.

- Sun Tran's current bid provides 10,613.40 hours of revenue service hours weekly: 86.43% comprises weekday service, 7.36% comprises Saturday service, and 6.21% comprises Sunday service.
- The current bid consists of three hundred thirty eight (338) full-time operator positions and three (3) part-time operator positions. These numbers do not include Extra Board Operators. The total number of budgeted operators for FY 2014 is four hundred twenty (420) full-time operators and three (3) part-time operators.
- Blocking is primarily done by each individual route.
- Sun Tran uses Trapeze FX scheduling module.
- The review was conducted during the bid that was implemented in May 2013.

## **Review Process**

To conduct the review, materials were requested of Sun Tran and initially reviewed offsite prior to a site visit. Documents reviewed include the bargaining agreement and relevant Articles, work rules, copies of previous and current bid documents. During the site visit, time was spent with the Sun Tran scheduling staff and operations supervisory and management staff. Discussions were conducted to determine everyone's knowledge of the constraints and parameters to the runcutting and bid processes and observations were made of staff's use and application of runcutting software.

## **Sun Tran's Runcutting Process and Procedures**

Sun Tran scheduling staff utilizes spreadsheet applications, where platform time and estimated report time for Weekday, Saturday, and Sunday are entered to derive at the estimated full-time hours. Platform time is defined as that portion of an operator's basis for pay, which does not include break or recovery time when the bus is not in service, report time to inspect the bus or time driving from the garage to the initial point of revenue service along the route. The use of the spreadsheet enables the scheduler to identify the status when the bus is in revenue service. Staff then develops various scenarios to determine the number of operators needed when changing the average size of full-time hours and over time percentages

Currently, with three hundred and thirty eight (338) full-time operators and three (3) part-time operator positions, the duty workweek averages 42.068 Hours with an average duty work pay hours with overtime calculated in. Based upon the current labor agreement with Teamsters Local 104, overtime pay occurs two ways:

- All hours worked in excess of 40 hours during the work week are paid at 1 ½ times the employee's regular straight time hourly rate of pay or
- When the work performed on a regular bid is in excess of a spread of 12 hours in any one day, (from sign-in to sign-out), Sun Tran is required to pay a premium rate for all time worked in excess of a spread of 12 hours.

The first overtime provision is quite common throughout the transit industry and is actually more favorable than many transit bargaining agreements that pay overtime on a daily basis. The second provision is not quite as common in transit bargaining agreements. With a high Peak Period- to-

Base Period revenue service structure such as Sun Tran's, there will always be a substantial amount of premium Split Runs pay because they exceed twelve (12) hours. For example, the current Runcut pays an additional 194:30 hours of weekly spread amongst all the runs.

## **Conclusions**

- The spreadsheet used by staff to develop various run scenarios is extremely accurate and allows staff tremendous flexibility throughout the runcutting process; enabling staff to make choices based upon financial efficiencies while maintaining the operational integrity of the system.
- Sun Tran staff is doing a good job of cutting work within the existing budget; and to find financial efficiencies while complying with the current union bargaining agreement.
- Scheduling staff demonstrates thorough knowledge of the Sun Tran system, bargaining agreement, and associated parameters impacting the runcutting process.
- Sun Tran has one person who serves primarily as the scheduler. This employee has good depth of experience in the use of Trapeze scheduling software components and Sun Tran's runcutting processes.
- Sun Tran achieves very good pay-to-platform ratios, demonstrating that service is effectively and efficiently blocked and scheduled.
- Sun Tran uses route interlining (one route changing to another at a designated location instead of each route having non-revenue time and miles traveling back and forth garages and points of service).
- A review was made of the actual statistics for the current Runcut. The review included the statistics by Weekday, Saturday, and Sunday for various categories. Among the statistics for the current Runcut are the Average Run works 42.068; the Average Run pays with overtime at 43.673 hours. The percentage of overtime hours to total hours worked is 4.8683%. The Pay-to-Platform ratio is 1.0305. As industry standards are measured, these are all within the excellent range.

## **Considerations for Continued Scheduling Efficiencies**

1. With regard to spread pay: Because this is an additional expense, the goal is to minimize the spread over 12 hours as much as possible within reason. For example, one could lower the percentage of Split Runs over twelve (12) hours by further reducing the number of All Day Blocks. If this could be achieved, it would result in the percentage of Total Split Runs increasing substantially and the percentage of Total Straight Runs decreasing. Split Runs are those that have two pieces of work with an unpaid period in between and Straight Runs are those that are

continuous from sign-in time to sign-out time. It is recognized that such a structure could be prevented by bargaining agreement provisions or could result in labor relation issues.

2. With staff's current scheduling process, the Average Run time was decreased from 42.068 to 41.00. If eight (8) additional operators were available, the Total Hours Worked on the bid would not change, but the amount paid for scheduled overtime would decrease. For this suggestion to be successful, one needs to have the correct number of operators. The reviewer recognizes that Sun Tran has maintained hiring and retention activities throughout the year in an attempt to be fully staffed with operators. It is also reported that Sun Tran loses some junior operators who leave to take higher paying jobs rather than making Sun Tran a career.
  
3. Sun Tran has a considerable number of Express Trips; all blocked individually, resulting in many small blocks. For example, the average weekday has fifty-eight (58) Blocks between one (1) hour and two (2) hours in length; thirty (30) Blocks between two (2) hours and three (3) hours in length; and twenty (20) Blocks between three (3) hours and four (4) hours in length. Small blocks lead to a higher number of Split Runs in the Runcut. Currently there are one hundred and nineteen (119) weekday Split Runs, which is 43.27% of all weekday runs. One approach to decrease the number of small blocks would be to double- back Express trips where possible. This may be achieved by grouping all the Express trips together and after one Express trip is completed, it doubles back to do another Express trip. Each time this is done, a small block is eliminated, and another small block gains additional length of time. Also, decreasing Split Runs may result in decreasing the overtime spread pay premium. The advantages of this consideration are fewer blocks are created, so fewer buses are needed. With fewer blocks, less Split Runs will be created. More Straight Runs will be favorable to the union and to individual operators. Disadvantages of this consideration are that if there are no HOV lanes when doubling back for another trip, and there is not enough allowable deadhead time with a small layover and an extreme problem occurs on the freeway, it could result in the double back trip leaving late. Sometimes agencies can have "Plug" buses stationed in strategic locations enabling a response should the late situation occur. The Deadhead Miles and Time (non-revenue time and distance) will increase, but the additional time may be offset by not having a fifteen (15) minute Report Time for each block saved, and the deadhead time from the end of the 1<sup>st</sup> trip to the Garage. Additional review is required to determine if Sun Tran could realize efficiencies through this suggestion. The best way to determine if this strategy would be beneficial would be to create a scenario based upon the suggestion and compare the results to the current bid.

Another possible area of savings is to rearrange the Split Runs to decrease the spread time over twelve (12) hours by restructuring the number of workdays in the week. The current bid reviewed includes 119 Split Runs over twelve (12) hours of Spread, rostered upon a five (5) day workweek. By rearranging the individual pieces, savings potential of over twenty-four (24) hours weekly were indicated. The potential savings would be realized if Rostering these pieces of work with over ten (10)

hours per day could create additional split shifts that only work four (4) days a week. To determine if this suggestion would be successful, additional evaluation and scenario building is necessary, with results compared to the current bid.

# Attachment

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**Sun Tran Agreement August 1, 2012 to July 31, 2014**



*Sun Tran*  
Agreement

By and Between

Teamsters Local Union No. 104

and

Professional Transit Management  
of Tucson, Inc.

August 1, 2012

to

July 31, 2014



## **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 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 (1-1/2 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 (1½) 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 (1½) 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:

PERIOD OF TIME	EARNED HOURS	CONVERTED SICK DAYS
First Month	2 hours	
Second Month	2 hours	
Third Month	3 hours	
Fourth Month	2 hours	
Fifth Month	2 hours	
Sixth Month	4	2 CSD
Seventh Month	2	
Eighth Month	2	
Ninth Month	6	
Tenth Month	2	
Eleventh Month	2	
Twelfth Month	7	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 5:00p.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 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 5:00a.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.

### **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 for the first piece of work assignment until 12:00 p.m. Operators bidding on the AM Extra Board will be available from the time the first run goes out until 11:59 a.m. PM Extra Board operators will be available for reporting after 12:00 p.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 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 11:59 a.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 11:59 a.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 12:00 p.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 12:00 p.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) Day 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.

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.

For an Operator to be used before, between, or after his regular bid run, a minimum of four (4) hours availability is required. For example: To be used for 5:00 AM standby, you cannot have a run or an extra board assignment prior to 9:00AM.

#### 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.

#### Swing Board:

The bottom five (5) slots of both boards will be considered "swing slots". In the event of a manpower shortage on either board, these bottom slots may be temporarily assigned to the alternate board in any number up to 5. They will be returned to their original board when run coverage allows.

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.

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.

### **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.

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. once every quarter. The Committee shall consist of 3 three bargaining unit employees appointed by the Chief Steward in Operations.

### **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 designate, at least five (5) working days prior to the date that the bid is posted. This will allow a total of ten (10) working days for review prior to bidding.

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

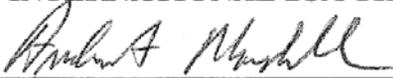
This Agreement shall extend to and be binding upon the parties hereto, their successors, lessees and assigns.

This Agreement shall be in effect from August 1, 2012, to and including July 31, 2014 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 July 31, 2014.



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be subscribed hereto in this **first** day of August, 2012.

**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  
Curt Rosenbaum – Chief Steward – Operations  
Dan Linhart – Chief Steward – Maintenance  
Judy Leone – Assistant Chief Steward – Operations  
Frank Gonzales – Assistant Chief Steward – Maintenance  
Joe Meringolo – Chief Safety Steward – Operations  
John Shields – Chief Safety Steward - Maintenance**

**Company Negotiating Committee:**

**Kate Riley – Company Chairperson  
General Manager – Sun Tran  
Tom Hock – Vice President of Labor – Veolia  
Jeff Rock – Assistant General Manager – Sun Tran  
Michelle Joseph – Director of Marketing – Sun Tran  
Nancy Hildreth – Director of Human Resources – Sun Tran  
Rhonda Lugo – Director of Finance**