

Agreement between ATU Local 1177 and HRT

Contract Term July 1, 2021- June 30, 2024

July 2021

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AGREEMENT

THIS AGREEMENT, made and entered into this ____th day of July 2021, by and between the Transportation District Commission of Hampton Roads and Transit Management Company, and their successors and assigns (hereinafter jointly referred to as "the Employer"), and Amalgamated Transit Union, Local 1177 (hereinafter "the Union"):

WITNESSETH:

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

PART I - GENERAL

ARTICLE 1- RECOGNITION

The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of all employees in the following unit:

All full-time and part-time operators (including and Light Rail) and all permanent full-time hourly Maintenance Department (including Light Rail) employees included within the job classifications set forth in this Agreement, excluding all office clerical employees, guards, professional employees, and supervisors.

Notwithstanding any other provision of this Agreement, Engineering and Facilities Maintenance work is not bargaining unit work. Incumbents in these jobs on the date of this Agreement will continue in their current positions until they either bid out or leave the service of the Employer by reason of death, retirement, or termination for cause. When any of these situations occur, the Employer will eliminate these jobs as bargaining unit jobs.

ARTICLE 2 - APPLICATION

The terms and conditions of this Agreement apply uniformly to all bargaining unit employees at the Southside, Northside, Light Rail, and Virginia Beach Divisions except as specifically otherwise noted.

ARTICLE 3 - TERM

This Agreement, although ratified on July 11, 2021 shall become of full force and effect as of 12:01 a.m. on July 1, 2021 and shall continue in full force and effect, unless amended by mutual consent, until 12:00 midnight, June 30, 2024, and for one-year periods thereafter, unless sixty (60) days prior to the date of expiration, either of

the parties hereto notifies the other party of its desire either (1) to negotiate with respect to any changes in this Agreement, or (2) terminate this Agreement. The notice herein provided for may be delivered or mailed to the President/CEO of the Employer or to the President of the Union, as the case may be.

ARTICLE 4 - MANAGEMENT

Subject to the provisions of this Agreement, the Employer will exercise exclusive rights to set its own policy; to manage its business in the light of experience, good business judgment and changing conditions; to determine the amount of service to be run at any and all times; to direct the working force; to determine the number of its employees at any time; to determine the qualifications for and to select its managerial and supervisory forces and other employees it will retain in its services at any time during the life of this Agreement; to make reasonable rules and regulations governing the operation of its business and conduct of its employees; to enforce discipline for violation of rules and other misconduct; to suspend or discharge employees covered herein for cause; and to determine the qualifications for and to hire new employees.

With the exception of General Orders that require immediate implementation to maintain safe, efficient, operations in compliance with local, state and/or federal regulations, statutes, ordinances or directives, management will inform the Union President of any and all changes in the Rules, Policies, and SOP's, via hand delivery or electronic mail to the Union President, at least seven (7) days prior to executing the said changes to the Bargaining Unit employees. If the Union President is not notified, the Rules Policies, and SOP's shall not be executed until Management complies with proper notification.

to the Union: Amalgamated Transit Union, Local 1177

ATTN: Union President
510 East 18th Street
Norfolk, VA 23504
Email: atu_1177@aol.com

If to Employer: Hampton Roads Transit
509 East 18th Street
Norfolk, VA 23504

In the event of a change to the foregoing contact information, the parties will immediately update the other in writing in accordance with this Article.

ARTICLE 5 - EMPLOYEE COOPERATION

The employees and the Union agree that employees will perform loyal and efficient service in their work; that they will be attentive to their duties; that they will observe and conform to the rules and regulations of the Employer; that they will comply with the instructions and directions of the officer of the Employer over them; that they will perform their work or will operate their vehicles carefully and with utmost regard at all times for the

safety of the passengers and the public in a continuous program of improved ride building; that when it will result in no loss of regular working time, employees will be required, with compensation at straight time, unless excused for good cause by foreman or superintendent, to attend safety and educational meetings arranged for them by the Employer at reasonable times; that they will give the riding public courteous and respectful consideration and treatment at all times and that they will use their influence and best endeavors to protect the property of the Employer and all its interest. The Union agrees further for itself and for its individual members to give the Employer the fullest cooperation to the end that the transportation system may grow, its service to the public increase in efficiency, volume and scope, and the revenue from its operation become greater.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

The primary objective of the Employer in entering into this Agreement is the promotion of continual and uninterrupted orderly and peaceful relations with its employees and the attaining of efficient and uninterrupted and continuous service to the public. As the business of the Employer is that of providing public service, the Employer, its directors and officers, and the Union and its members, recognize and reassert their respective obligations to the public, and agree that in the performance of their respective duties, such obligations will remain paramount.

To insure the attainment of such objectives the Union agrees that during the continuance of this Agreement there shall be no strikes, sit-downs, slow-downs, or walkouts or other concerted interference with work. The Employer agrees that during the continuance of this Agreement there shall be no lockouts of its employees.

Any employee who engages in a strike, sit-down, slow-down, walkout or other concerted interference with work shall be subject to discipline or discharge. The discipline or discharge given for such activity shall be subject to review in the grievance and arbitration procedure, provided, however, that the discipline or discharge given for such activity must be in conformity with applicable law.

ARTICLE 7 - UNION SECURITY

It is mutually agreed that during the term of this Agreement, all of the bargaining unit employees of the Employer shall be eligible for membership in the Union and have the right to join or not to join the Union as they individually prefer.

The Employer and the Union mutually agree to meet and renegotiate as to union security if during the term of this Agreement there is any change in the law, State or Federal, applicable to union security provisions.

The Employer agrees to furnish the Union on or before the 15th of each month the following:

1. Name, address, and date that any new employee in the bargaining unit qualifies and is placed on seniority list;
2. Date any employee leaves service, by Division;
3. Date of any change of employment, bracket or classification of any employee affected by this Agreement;
4. A revised seniority list (twice each year only); and
5. Any change in an employee's name or address.

Appointment of Supervisory personnel will be emailed by the Employer to the Union President.

The Union agrees to notify the Employer in writing of the duly accredited representatives and committees representing the Union immediately upon their election or appointment to office.

The Employer agrees to furnish to the Union President, two (2) times a year, an updated accounting of accumulated unused sick leave.

ARTICLE 8 - DEDUCTION OF UNION DUES

The Employer will deduct from the wages of employee Union members, in each bi-weekly pay period each month, and remit immediately to the proper offices of the Union, the Union dues, initiation fees and assessments of such members of the Union who individually and voluntarily certify, in writing, that they authorize such deductions. The Union will issue to the Employer its official receipt for the remittance. A list will be furnished each month by the Financial Secretary of the Union to the Employer containing the names of all Union members from whose wages deductions (to include the amount) are to be made for the current month.

The above-mentioned certification shall be on a form as mutually agreed to by both parties, and shall authorize the withholding of Union dues, initiation fees, and assessments. This authorization and direction shall be automatically renewed and may be revoked only by written notice to the Employer's payroll department and the Union by certified mail postmarked not earlier than September 10th and not later than September 20th of any year during the term of this Agreement. The Union agrees to save and keep the Employer harmless and to indemnify it against all loss in connection with its compliance with this provision.

The Employer will also deduct from the wages of those employees, who individually and voluntarily certify in writing that they authorize such deductions, the A.T.U. COPE deduction. The monies so deducted will be forwarded to the COPE Committee of the

International Amalgamated Transit Union. The Union agrees to hold the Employer safe and harmless from any and all liability arising out of the administration of this Article.

Previously signed and unrevoked written authorization shall continue to be effective as to employees reinstated after layoff or leave of absence or reinstated pursuant to the grievance procedures. Previous authorization of other employees rehired or reinstated shall not be considered to be effective.

ARTICLE 9 - UNION BUTTON

Members of the Union will be allowed to wear a Union button or Union patch at all times while on duty.

ARTICLE 10 - UNION BUSINESS

Any employee in the bargaining unit appointed by the Union to perform Union work shall be granted a leave of absence for such duties provided adequate notice is given to the Employer of such desire to be off duty. It is agreed that the maximum number to request leave on any one day under this clause shall be limited to nine (9) employees, though additional employees will be let off on request provided adequate replacements are available in the judgment of the Employer, to prevent interference with service.

Any member of the Union who is elected or appointed to any full-time office within the gift of the Union, which requires absence from the services of the Employer, shall be granted leave of absence upon request to attend to the duties of said office, and upon the expiration of such member's tenure of office, such employee shall be returned to such employee's proper place in Employer's employment, maintaining full seniority rights, provided such employee applies for reinstatement during the term of this Agreement or any renewal, amendment, or extension hereof, and within thirty (30) days from the date of retirement from such office; and further provided such employee is physically fit to return and perform the duties of the employee's job. Compensation shall be at the then prevailing rate for work actually done for the Employer following such employee's return to work. The employee's life insurance, health insurance and pension will continue during the leave of absence, with the Employer paying its share for these benefits and the employee paying the employee's share.

Not more than one (1) additional member of the Union who may be elected or appointed to an International Office with the Amalgamated Transit Union shall be granted leave under the same conditions herein above stated.

A leave of absence shall be granted to an employee elected to a full-time state office with Virginia State AFL-CIO, or appointed or elected to a full-time position with Employees Federal Credit Union ("EFCU"), or elected to a position representing labor with the United Way, under the same conditions heretofore stated, provided that such employee shall pay the full health and welfare premium, including life insurance premiums and pension payments, if the employee wishes to retain them while on such leave of absence.

ARTICLE 11 - PROBATIONARY PERIOD

The Employer may discipline or discharge any new employee during the Probationary Period, and no discipline grievance can be claimed therefore by the Union. The probationary period shall be ninety (90) working days after completion of training. All benefit eligibility will begin the first of the month following 60 calendar days. Benefit eligibility for a part-time employee moving to a full-time position will be the first of the month following 60 calendar days. The probationary period for a part-time employee moving to a full-time position will be forty-five (45) working days.

All Light Rail operators and maintenance employees whether new hires or transfers from other operating divisions must go through a Training Period which will last for the period of time it takes to train employees for their Light Rail position. At any point during the Training Period, an employee, who has come from a bargaining unit position may be disqualified by management (for any reason which is not arbitrary or capricious) from service. In such a case, the employee will return to his/her original position without the loss of seniority. Any employee who previously held a bargaining unit position immediately preceding his/her entry into the Training Period who voluntarily leaves Training will be entitled to return to his/her prior bargaining unit position without the loss of seniority. Any existing employee who is selected for one of the classifications listed herein must complete a "Probationary Period" following Training before being permanently transferred to the position. The Probationary Period will consist of 90 working days subsequent to the completion of Training. At any point during the Probationary Period, the employee may be disqualified by management (for any reason which is not arbitrary or capricious) from service or may decide to decline the job. In either case, the employee will return, without loss of seniority, to their previous classification if a position remains open. Any employee who returns to his/her previous bargaining unit position after entering Training, during the Probationary Period or after receiving a Light Rail position will be ineligible to select any light rail position for a period of two years after the date of return to his/her previous bargaining unit position. The Employer may assign a probationary employee to various shifts or days-off to determine the employee's competence and fitness for the position. By mutual agreement between the parties in writing, which neither party shall unreasonably withhold, any Probationary Period for Light Rail employees may be extended. If a Light Rail Maintenance

Employee bids for an open Light Rail Maintenance position for which he is qualified, as determined by the Employer in its sole discretion, but that he does not currently hold, he must complete an additional "Supplemental Probationary Period" which shall last 90 working days and shall be subject to all of the previously mentioned Probationary Period rules.

ARTICLE 12 - BULLETIN BOARDS

The Employer agrees to permit the Union to place in the reporting room a bulletin board for use by the Union in connection with posting notices for the information of its membership on business of the Union, recreation, social affairs, elections, and other

personal matters, when such notices are officially signed by an authorized representative of the Union. Subject bulletin board shall not be used to accuse, criticize, or otherwise campaign against the Employer.

ARTICLE 13 - EQUAL OPPORTUNITY

It shall be the policy of the Employer to provide equal opportunity to all applicants for employment; and to administer all personnel practices such as recruitment, hiring, training, promotions, and other terms, conditions and privileges of employment in a manner which does not discriminate on the basis of race (including hair style, type, or texture), color, age, sex (sexual preference, sexual orientation, gender identity), pregnancy, childbirth or related medical conditions, religion, disability, national origin, genetic information, marital status, veteran status, retaliation, or any other characteristic protected by federal, state, or local law.

The Employer will base decisions on employment so as to further the principle of Equal Employment Opportunity. Promotional decisions will be in accord with principles of equal employment opportunity by imposing only valid job-related requirements.

All personnel actions such as compensation, benefits, transfers, and all other programs of the Employer will be administered without regard to race (including hair style, type, or texture), color, age, sex (sexual preference, sexual orientation, gender identity), pregnancy, childbirth or related medical conditions, religion, disability, national origin, genetic information, marital status, veteran status, retaliation, or any other characteristic protected by federal, state, or local law.

ARTICLE 14 - LAYOFF AND REEMPLOYMENT

No full-time operator shall be furloughed or laid off while a part-time operator is on the payroll of the Employer, except where it can be clearly demonstrated that the furlough or layoff would have occurred in the absence of any part-time operators. Should full-time operators be furloughed or laid off, they shall be permitted to bump to a part-time position.

Layoffs and furloughs shall be in reverse order of seniority after fifteen (15) days of notice. Employees who are laid off or furloughed shall retain, for a period not to exceed three (3) years, but in no event beyond the date of termination of this Agreement, or any renewal, amendment, or extension thereof, the seniority such employee held at the time of layoff or furlough.

Employees furloughed or laid off shall be called back in the order of seniority before new employees are hired, provided they can qualify for the job under the Employer's then existing health and physical standards. Employees called back shall be given ten (10) days' notice by registered mail to their last known address. A copy of said notice is to be given to the Union. In the event such employee fails to report for work within ten (10) days after such notice or notifies the Employer that the employee does not intend to return to work, the employee shall lose all seniority rights and the Employer will be

relieved of any obligations to reemploy such person.

Any Light Rail employees who are displaced or demoted from their position because of a reduction in force shall be entitled to use their seniority to select any Light Rail position they are qualified to hold, provided that the position is vacant or is held by an employee with less seniority.

ARTICLE 15-PHYSICAL DISABILITY

The Employer will endeavor to furnish employment for employees, when practicable, who have been employed continuously by the Employer for ten (10) years or more, and who have become unable, because of physical disability, to continue in their usual occupation. In the case of a job connected disability, an employee must have five (5) years or more of service.

ARTICLE 16 - DISCIPLINE

Any employee in the bargaining unit who has been suspended or discharged shall have the right to have such case taken up by the officers or a committee of the Union with the officers of the Employer designated by the Employer. If, upon investigation, the representatives of the Union and the representatives of the Employer agree that such employee was suspended or discharged without just cause, such employee shall be reinstated to the employee's former position and paid the wages to which the employee would have been entitled had the employee continued in the Employer's employ during the period of suspension or discharge, or such other lesser amount as may appear to be just. Any employee who may be suspended or discharged, shall be notified in writing by the Employer of the reason or reasons for such suspension or discharge and a copy of such statement shall be furnished to the Union President. In any grievance case, upon written authorization of the employee, the Employer will submit to the Grievance Committee such employee's record.

If the Employer suspends an employee to conduct an investigation into whether the employee should be disciplined or discharged, the suspension will not exceed **eight (8) days (excluding Saturday, Sunday and holidays)**. If unusual circumstances are present in any given case, the Employer may submit a written request for an extension of this **eight-day period**, and the Union will not unreasonably withhold approval of such request.

When an employee is going to be disciplined for violating a rule or disobeying orders for improper conduct, the employee will be notified of the discipline no later than the close of the fifth day (except Saturdays, Sundays, and holidays) after the designated Employer representative learns of the rule violation the next day counts as day one, disobedience of orders or the improper conduct, or the employee will not be subject to discipline for the rule violation, disobedience of orders or the improper conduct. Employees charged with accidents or fare collection violations are subject to discipline or discharge immediately, but they are entitled to notification of the accusation after the discipline or discharge has been imposed. With respect to call-in or write-in complaints dealing with minor offenses,

an employee will not be subject to discipline or discharge immediately; rather, the Employer will notify the Union President at the time of posting and will post the employee's name. The employee has five (5) days (excluding Saturdays, Sundays, and holidays) from posting in which to contact the designated Employer representative. If the employee does not contact the designated Employer representative within the five (5) days (excluding Saturdays, Sundays, and holidays), the employee will be subject to immediate discipline.

Any Employee, who may be suspended or discharged, shall be notified in writing by the Employer and a copy of said discipline must be furnished to the Union President. Employee shall be notified in writing of the accusation before discipline is imposed and the Union President shall be furnished a copy.

If an employee is charged with the offense through the medium of a checker's report, the Employer, upon specific authorization signed by the employee involved authorizing it to do so, will submit to the Grievance Committee of the Union a copy of the checker's report covering the case, but in no event will the Employer be required to disclose to the Union or any employee of the Employer the name or identity of checker reporting the offense.

If a grievance involving an employee who has been disciplined on the basis of a checker's report is going to be arbitrated, and if the Employer intends to introduce the checker's report as evidence at the arbitration, the Employer will depose the checker prior to the arbitration and permit the Union's attorney to be present and question the deponent. No one else from the Union or bargaining unit may attend the deposition. The Union's attorney must sign a written statement agreeing not to disclose to anyone, including any Union officers or bargaining unit employees, the identity of the checker. If the Employer introduces the checker's report as evidence during the arbitration, the Union may introduce a transcript of the checker's deposition (with the checker's name deleted) if the Employer does not do so. If the Employer does not introduce the checker's report at the arbitration, the Union may not introduce the transcript of the checker's deposition. If the foregoing procedure is not followed, the Employer will not introduce the checker's report at the arbitration or make reference to the checker's report at the arbitration.

Any employee charged by the Employer with an infraction of a rule, regulation or order shall be notified of such charge in writing by the Employer and the employee shall acknowledge receipt of such written charge by signing the written notice. Acknowledging receipt of the written charge is neither an admission nor a denial of the charge and does not mean that the employee agrees to any proposed discipline. Failure of an employee to sign the written notice shall constitute a separate violation of the Employer's rules and shall subject the employee to three (3) days suspension for the first offense and discharge for the second offense.

ARTICLE 17 - GRIEVANCES

Should differences arise between the Employer and the Union employee or employees in the bargaining unit as to the meaning of any of the terms of employment herein set forth,

or should any employee feel that in the application by the Employer of any such terms such employee has been treated unjustly, the Employer will meet with the duly accredited officers and committees elected or selected by the Union as hereinafter provided.

All grievances shall be in writing and shall be in such detail as to identify the nature of the complaint, the name of the aggrieved employee or employees, the date and place of the complaint.

In the settlement of grievances under the terms of this Agreement, the following procedure shall be observed:

Step 1 - An aggrieved employee and/or representative of the Union shall not later than the close of the fifth calendar (excluding Saturdays, Sundays and holidays) after the alleged occurrence or date of employee's discipline for an incident/occurrence, submit the written grievance at the office of the Director of the employee's area. (In Light Rail, the Manager serves as the first step management representative.)

The grievance shall be investigated by the Division Director and a meeting will be scheduled with all concerned parties within five (5) calendar days (excluding Saturday, Saturday, and holidays) after receipt of the written grievance in an attempt to resolve the matter.

An answer shall be prepared within five (5) calendar days after the meeting has concluded and forwarded to the Union.

Step 2 - If the matter is not resolved in Step 1, then the written grievance may be submitted within five (5) calendar days (excluding Saturday, Saturday, and holidays) of the receipt of the answer in Step 1, to the Division Director who will schedule a meeting within five (5) calendar days thereafter. The Director shall render a decision in writing within five (5) calendar days of the conclusion of the hearing.

If the grievant and/or the employee's representative is not satisfied with the decision of the Director's or his designee with respect to the grievance, then the matter may be submitted to the Chief Transit Operations Officer.

Step 3 -If the matter is not resolved in Step 2, then the written grievance may be submitted within five (5) calendar days of the receipt of the Step 2 answer, to the Chief Transit Operations Officer who will render a written decision within five (5) calendar days.

If the company does not submit the grievance answer within the time limits required by this Article, the Union's remedy shall be granted, unless additional time is granted by the Union, mutually agreed upon by both parties. If the employee and/or their representative fail to appear at a scheduled grievance hearing, the Employer's representative will render a decision based on the facts available for that Step at that time.

If the Union is not satisfied with the decision of the President/CEO or his designee, then the matter may be submitted to Arbitration as further provided herein within forty-five (45)

calendar days from the date of the Step 3 written decision.

Representatives of the Union may discuss grievances with the Employer or its President/CEO or his designee during their working hours, without loss of time or pay. This privilege is afforded by the Employer with the understanding that it will not be abused and that representatives will continue to work at assigned jobs at all times not required for the performance of such duties. No employee not scheduled for work during the hours of discussion of grievances shall be paid for such time.

ARTICLE 18 - ARBITRATION

If any question or dispute arises between the parties to this Agreement, either as to the meaning or application of the terms and provisions of this Agreement, or as to the adjustment of grievances, the parties hereto will seek to settle the matter in the simplest and most direct manner. Failing to agree, either party may require arbitration of such question or dispute. In the event arbitration is desired, the party desiring the same shall, within forty-five (45) calendar days from the date of the Step 3 written decision, notify the other party, in writing, of its desire to arbitrate and, as a part of such notification, set forth the question or dispute involved, its position thereto, and the specific ground upon which such position is based. The procedure, unless changed by mutual consent, shall be as prescribed below.

One arbitrator shall be chosen by the Employer and one by the Union and notice thereof mailed to the Union President and Employer's President and CEO within five (5) calendar days of receipt of said written notification, and the two arbitrators so chosen shall meet daily except Saturdays, Sundays, and holidays, to attempt to resolve the dispute or to select a third arbitrator, who shall be a disinterested party and Chairman of the Arbitration Board with authority to vote on all questions. If the two arbitrators fail to resolve the dispute or select a third arbitrator either party may, if it desires to proceed further, request by mail within ten (10) calendar days of the last agreed meeting of the two arbitrators, that the American Arbitration Association submit a list of five (5) persons. The Employer's Legal Counsel / Representative and the Union Arbitrator shall each have the right to strike two (2) names from such list. The Employer's Legal Counsel / Representative and the Union Arbitrator shall determine by lot the order by which the names shall be stricken from the list. The parties shall alternate in the striking of the names. The person whose name remains on the list last shall be designated as the third member of the Arbitration Board. The said three arbitrators who shall constitute the Arbitration Board shall endeavor to meet daily except Saturdays, Sundays, and holidays, for the purpose of settling the existing questions or dispute, and the decision of the majority of said Board, submitted in writing to the Employer and to the Union, shall be binding on both parties. Each party shall pay the expense of its own arbitrator, and the expense of the third arbitrator and such expenses as may be occasioned by the Arbitration Board shall be borne equally by the parties hereto.

The Arbitration Board shall have no power or authority to render a decision that will add to, subtract from, alter, change, or modify the provisions of this Agreement.

The Arbitration Board shall render its decision not later than thirty (30) calendar days from the final date of the hearings.

ARTICLE 19 - FUNERAL LEAVE

In case of death of an employee's immediate family member defined as: father, mother, sister, brother, significant other, spouse, child, grandchildren or spouse's mother or father, or natural grandparent, such employee shall be permitted to take three (3) bereavement days and will be paid for such time off for actual time lost from their regular work at their straight time hourly rate. An employee shall be granted up to five (5) days leave with pay upon death of immediate family member to attend funeral over 300 miles from employee's work location. Upon approval, Employee shall use unused vacation or personal time. In no case will they be paid for time lost on their assigned day or days off or when on vacation. Extra Board Operators will be given eight (8) hours at their straight time hourly rate.

Stepfather or Stepmother shall be considered as father or mother for the purpose of compensation, provided that only one such claim shall be paid for a father, mother, stepfather, or stepmother, whatever the case may be.

An employee will be granted one (1) day of excused absence without pay to attend the funeral of an extended family member not otherwise covered by this Article. Advanced notice shall be required for the leave.

ARTICLE 20 - JURY DUTY

Employees actually performing jury duty will be paid on a straight-time basis for actual time lost from their regular work while so serving, less the compensation received by them for such jury duty, which will be handled as a payroll deduction provided, they have notified the Dispatcher or their Supervisor as soon as the jury summons has been received. Employees released by the court from jury duty on a particular day shall report to the Dispatcher or Supervisor for work assignment for the remainder of their normal workday.

ARTICLE 21 - ATTENDING COURT

Employees in the bargaining unit who are involved in an accident and required by the Employer to attend court trials or conferences in connection therewith, will be paid on a straight-time basis for actual time required or time necessarily lost for such purposes, whichever may be greater. Employees not themselves involved in the accident or claim in question who are required to comply with this paragraph on their off-time, or assigned day or days off, will be paid at the rate of time and one-half for time required.

ARTICLE 22 - MEDICAL EXAMINATION

The Employer reserves the right to arrange, at its own expense, for medical examination of any employee at any time. If requested by a representative of the union, Employer will

advise the union of the circumstances giving rise to the need for a medical examination.

If the Employer requires a medical examination to be taken not on Employer time, the Employer will pay the employee for the actual time spent, but not less than two (2) hours, at the employee's regular hourly rate of pay.

The Employer will make every attempt to arrange for the examination during working hours. Examinations must be performed by Employer's designated medical provider.

If an employee, or the Union, disagrees with the results of the Employer physician's examination, either may, within five (5) days after the results of such examination are known, give a written notice to the Employer for second examination by a physician selected and paid for by the employee. Such examination shall be arranged promptly. The failure of an employee or the Union to give written notice as provided herein results in a waiver of right to contest the Employer physician's findings.

If the physicians conducting the first and second examinations reach different conclusions, they shall, within ten (10) days following the results of the second examination, select a third impartial physician, who shall perform an examination. The findings of a majority of the three shall be final and binding. The cost of the third examination shall be borne equally by the employee and the Employer.

Employees held from service because of physical disability shall be returned to their respective positions if and when the cause of disability is removed. If an employee is removed from service on account of alleged physical disqualification when in fact no such disqualification exists, the employee shall be made whole by the Employer for any loss of earnings suffered by reason of such removal from service.

The provisions of this Article shall not be used to determine an employee's physical condition and/or ability to return to work in those cases covered by the Virginia Workers' Compensation Act.

ARTICLE 23 - COMPLAINTS IN PERSONNEL FILE

Any time a complaint against an employee is placed in the employee's personnel file, the employee shall be notified thereof and acknowledge receipt thereon. The employee shall have the right to place a response thereto in the employee's personnel file. If the employee shall refuse to acknowledge receipt of the complaint, such fact shall be noted on the complaint.

Any discipline from a valid passenger complaint shall be active for 12 consecutive months from the date employee received disciplinary action. An employee must actually work 15 days in a month to have that month count as one of the 12 consecutive months.

ARTICLE 24 - REFUSAL TO WORK

Employees shall not leave their work without justifiable cause nor refuse to do any work

assigned to them within their respective departments, of which they are capable, nor without reasonable excuse fail to report for work at the designated time.

Operators shall not bring vehicles to the garages, except in case of sudden illness, without notification to the dispatcher or other supervisor, and without allowing at least one (1) hour or a round trip, whichever is greater. In cases where a roundtrip would exceed 2 hours and 30 minutes, the operator will be required to complete a one-way trip to the end of the line and/or return the bus back to the garage, if instructed to do so by the dispatcher or supervisor on duty.

ARTICLE 25 - SUBCONTRACTING

1. The Employer operates, subcontracts, appropriates funds for and/or leases various transportation services, facilities, and equipment, none of which is performed with or by bargaining unit employees. The Employer also provides various transportation services, the vast majority of which are performed with bargaining unit employees.

Except as specifically limited in this Article, the Employer reserves the absolute right to subcontract work and services, provide new services, or lease or fund, facilities and/or equipment.

Unless hereafter defined as bargaining unit work, none of the service, work or equipment subcontracted, funded, leased, performed by or operated by the Employer shall become bargaining unit work unless the Employer decides to bring it into the bargaining unit. The Employer shall have the sole discretion in the operation and performance of non-bargaining unit work and service. The Employer may operate, appropriate funds for, lease contract/subcontract all the above referenced work in manner required by sound management practices, which practices shall be in the Employer's sole discretion. This includes, but is not limited to, adding to, subcontracting from, or leasing additional buses or vehicles for transportation services performed outside of the bargaining unit. Additionally, the Employer may use as many non-bargaining unit employees to do this work as deemed necessary and use non-bargaining employees in any manner deemed necessary.

2. During the life of this Agreement, the Employer agrees it will not subcontract bargaining unit work.

a. Bargaining unit work is defined as:

- (1) All work being performed by bargaining unit employees on May 1, 1984;
- (2) All transportation services that are being performed by bargaining unit employees on May 1, 1984;
- (3) Any increase or addition of transportation service between existing

route points on bargaining unit work (except as limited by seasonal work, hereafter defined); and

- (4) All work performed by bargaining unit employees on May 1, 1984, which is phased out or terminated after May 1, 1984, and then reactivated during the life of this Agreement. Notwithstanding the May 1, 1984 date, the service formerly identified as the Nite Life Special and express runs from Military Circle to downtown shall be bargaining unit work if reactivated during the life of this Agreement.
- (5) All work encompassed by the light rail operating and maintenance classification descriptions as of January 1, 2011.

b. Bargaining unit work is not defined as and does not include:

- (1) Vanpool, bus pool (defined as commuter runs on which workers are carried to and from their job sites) or special transportation services for the elderly and disabled (Paratransit (PT)).
- (2) All existing Maxi-Ride, Jitney service, bus service (including Mini-bus) not being performed by bargaining unit employees on May 1, 1984.
- (3) Seasonal service, defined as additional line service placed on bargaining unit routes which is operated on seasonal basis, not to exceed ninety (90) days per year.
- (4) New service, except as limited herein. New service is defined as any transportation service that does not have both an origin and termination point on an existing bargaining unit route.
- (5) Any other work or services, except as limited herein, not being performed by bargaining unit employees on May 1, 1984.
- (6) Ferry boat service.
- (7) The airport run, as existing on May 6, 1984.

3. Notwithstanding the Employer's agreement not to subcontract, the Employer may subcontract certain work being done by bargaining unit employees under the following conditions:

- a. Where the Employer subcontracted this work in the past (e.g., radio repair work, tire repair work, coin boxes, etc.);
- b. The Employer reserves the right to subcontract where work is of such a

technological or innovative nature that it would not be feasible to have bargaining unit employees available to do the work;

- c. When it is necessary to temporarily subcontract in emergency situations; or
- d. Where it is necessary to subcontract work temporarily because of an insufficient number of bargaining unit employees available to do the work.

4. Bargaining unit work which may not be subcontracted also includes that service which provides bus service between two existing bargaining unit route points; provided, however, that such new service may operate outside the bargaining unit if it operates both through and between both existing route points as long as that new service runs closed door.

5. If new service shares a common route with existing bargaining unit work, then such new service that shares the common route shall be deemed work which cannot be subcontracted or which cannot be performed by non-bargaining unit employees under the following conditions:

- a. The new work must share a common route point on the route in question and also share a part of the route. If this situation occurs, then such new commonly shared service shall be deemed work which may not be subcontracted if the new service:
 - (1) Picks up and discharges passengers along the commonly shared route; and
 - (2) Transports more than fifty percent (50%) of the ridership of the entire bargaining unit route, which ridership had been transported by the bargaining unit route prior to the establishment of new service.

For purposes of this Agreement, sharing a common route point means originating or terminating a route on a fixed bargaining unit route point or passing through a bargaining unit route point. Every route has only two route points.

If new service shares a common route or routes with existing bargaining unit work but does not share a common route point, the Employer may operate and/or subcontract and/or fund and/or lease and/or cause to be operated the new service without any limitations whatsoever, provided, however, that it cannot (1) take off the shared bargaining unit service and replace that service with the new service; (2) nor can new service route points be located within five hundred (500) yards of existing bargaining unit route points of the shared routes.

Nothing in this Agreement will limit the right of the Employer to reroute existing routes or

change established route points, except that the Employer cannot change routes or route points to circumvent the intent of this Agreement.

6. It is specifically agreed and understood, that the Employer, its subsidiaries, assigns and subcontracts may compete, to the extent provided in this Agreement, with bargaining unit work, which competition may cause that bargaining unit work to no longer be required.

Notwithstanding this right to compete, however, if the competition directly causes the termination of any bargaining unit work, the Employer may not:

- a. Furlough a bargaining unit employee who would otherwise be furloughed as a direct result of the competition; or
- b. Force a bargaining unit employee to accept a lower pay rate which that employee would not be required to accept, but for the competition.

Any furlough or reduction in pay rate shall not give rise to an employee claim under this Article if such occurs more than fifteen (15) months after the elimination of the bargaining unit work, notwithstanding the fact that the work elimination and resulting furlough or pay rate reduction is a result of competition.

Except as limited herein, operators (1) who are deprived of the opportunity to bid a regular run because of a reduction in the total number of runs available for bid, which reduction is due to competitive service provided by the Employer or caused to be provided by the Employer; and (2) who are assigned to the extra board, shall be guaranteed a minimum of forty (40) hours per week, at their applicable hourly rate, each work week, in accordance with the following provisions:

- a. All available regular runs must have been bid by operators senior to the affected operators and such affected operators must:
 - (1) Bid, and accept if awarded, any weekly hold down which their seniority will allow them to hold. Failure to bid and accept such available hold down shall void the forty (40) hour guarantee for the week of such hold down; and
 - (2) Report for all assigned work at the assigned time. Hours of work missed will be subtracted from the weekly guarantee each work week. Such hours will be determined by the hours worked by the operator who actually worked the missed assignments.
- b. If runs, which the affected operator's seniority will allow the operator to hold, become available due to attrition or service additions, the number of operators eligible to receive the weekly guarantee shall be reduced on a ratio of one to one. The most senior affected operator must bid the

available run or forfeit the employee's weekly guarantee.

7. As of the date of the signing of this Agreement and other than the non-bargaining unit work, defined herein, that exists as of May 1, 1984, the Employer does not

presently plan to subcontract, operate, or lease any future new line service that would not be included in the bargaining unit except for the following:

- a. New service connecting outlying areas of Virginia Beach, Chesapeake and Portsmouth.
- b. Special new service such as the airport run and city trolley
- tours. c. Ferry service.

Although the Employer does not presently plan to subcontract, lease or operate any non-bargaining unit work other than the above, this statement of intention shall not bind the Employer or limit the Employer in any manner whatsoever other than as limited by the terms of this Agreement.

It is specifically recognized and understood that the Employer may subcontract, fund, lease or operate future new non-bargaining unit work, notwithstanding its present intentions as outlined in this paragraph.

8. Notwithstanding the fact that the size of the bargaining unit is diminished through attrition (including discharge for cause or retirement), it is specifically understood and agreed that the size of the bargaining unit is not guaranteed and the Employer shall not be under an obligation to reactivate work which has been phased out or terminated, or include in the bargaining unit new work; except to the extent required in this Agreement, which has not previously been done by bargaining unit employees.

Except as limited in this Agreement, the Employer retains the right to discontinue any work or service and/or furlough employees.

In all instances where the Employer plans to provide, or cause to be provided, service in competition with bargaining unit work the Union President shall be notified in writing of the full particulars of the service, including route to be operated, type of equipment, effective date, how provided, anticipated effect on bargaining unit and hours of service, at least thirty (30) days prior to the effective date. The notice shall not have the effect of binding the Employer in any manner but is merely given in an effort to promote harmonious labor relations.

ARTICLE 26- ATTENDANCE POLICY STATEMENT

The Employer and the Union recognize the problem created by a small group of employees whose attendance record is unsatisfactory. The wages and benefits

negotiated by the parties have been established on the assumption that individual employees accept their responsibility to attend work regularly and thus to fulfill their obligations to the Employer, to their fellow employees, and to the public.

The Employer will use its best efforts to minimize the disruptive effects of unwarranted absenteeism. The Employer will pay an "Active Attendance Incentive" as follows: The Active Attendance Incentive will be a set rate of \$2.25 per hour for each hour actually worked by an employee during the term of this Agreement. The Active Attendance Incentive will be in addition to the employee's regular rate of pay. The Active Attendance Incentive will not be applied to any paid leave, Holidays, or other pay situations where the employee did not actually perform work.

Full-time employees with two (2) or more years of service as a full-time employee as of July 1 of any given year will be eligible to receive a Perfect Attendance Bonus in December of each year, based on their attendance in the preceding fiscal year. In order to be eligible for the Perfect Attendance Bonus an employee must have been a full-time employee in active service throughout the full fiscal year and must have reported as assigned and completed all work assignments on every scheduled workday in the year. An employee will not be ineligible for the Perfect Attendance Bonus because of an absence for any of the following reasons: a paid holiday under this Agreement when the employee is not required to work; paid funeral leave under this Agreement; paid vacations under this Agreement; paid jury duty under this Agreement; paid court attendance required by the Employer; leave of absence for Union business under this Agreement; and excused by the Employer for Company convenience.

The Perfect Attendance Bonus will be equal to 40 hours at the employee's straight-time hourly rate effective on the last day of the fiscal year.

ARTICLE 27 - HOLIDAYS

Eligible, full-time employees will be paid straight-time pay for the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Three (3) personal days

Employees hired in the last six months of any fiscal year will be entitled to only one personal holiday in the fiscal year in which they first become eligible for personal holidays.

Any personal days that are not taken by the end of the calendar year, shall be paid out to the employee in the last pay period in December.

When any of the above holidays are observed by the Federal Government on a day other than that exact day shown above, they will be observed in line with that of the Federal Government.

Straight-time pay will be as follows:

| | |
|--|----------------|
| For an employee with a scheduled six-day workweek | 6:40 per day. |
| For an employee with a scheduled five-day workweek | 8:00 per day. |
| For an employee with a scheduled four-day workweek | 10:00 per day. |

Employees who request a personal day in accordance with this Article must provide at least 24 hours advance notice of their request. The number of personal days available to be taken at any one time may be limited due to the work schedule. In such situations, seniority shall determine which employee shall be allowed the personal day on the date requested. Employees may request to take a personal day on their actual birthday provided the employee provides his supervisor with seven days (7) notice of the leave, and such permission will not be withheld by the Employer if the proper notice is provided.

An employee who is required to work on any of said holidays will be paid for such work at the employee's regular straight time hourly rate of pay in addition to the holiday pay, as specified above.

An employee who has worked at no time during the two weeks preceding the holiday, unless excused for Union business or absent on vacation, shall not be entitled to such holiday pay as above provided. An employee on vacation, extended over a period in which a holiday occurs shall receive pay for such holiday in addition to the employee's vacation pay.

Employees shall be ineligible for holiday pay unless they work their last scheduled day before the holiday and first scheduled day after the holiday unless absent because of Union business, vacation or properly excused by the Employer.

Whenever premium pay (time and one-half or double time) is payable to an employee under more than one provision of this Agreement for the same hours worked, not more than one application of premium pay (whichever applicable rate is greater) shall be made.

ARTICLE 28 - FREE TRANSPORTATION

Employees in the bargaining unit, their spouses and one family member will be furnished free transportation in pass form on Employer vehicles. The Employer agrees to furnish such free transportation passes to those in military service on leave who entered the service from the bargaining unit and who apply for such passes at the

employer offices. All persons/retired employees shall receive a gold- colored transportation pass in addition to a retiree pass. Their spouse shall receive a transportation pass to serve as an ID while on the Employer's property to maintain the same privileges they have during their spouse's employment. No passes are accepted on special service, charter service, or paratransit service.

ARTICLE 29 - OFFICIAL COMMUNICATION

Official communications between the Employer and the Union will be answered promptly, in writing, by the party receiving them.

ARTICLE 30 - ACCIDENT REVIEW COMMITTEE

An Accident Review Committee consisting of two (2) designees of the Employer, two (2) designees of the Union, and one (1) neutral Police Officer, will meet once a week to determine whether accidents are preventable or not preventable only. All committee members will be informed before the chair has to break a tie. The two (2) Union designees will be paid ten dollars (\$10.00) each per meeting for attendance. The two Union designees may have only had one (one) preventable accident within a 365-day period.

If employer or employee contests the decision of the 4 designees, the employer or employee will have the option of seeking the 2nd step decision from the neutral Police Officer. The Police Officer's decision as to whether the accident was preventable or not preventable shall be binding and not subject to the grievance process. The Police Officer shall be paid by the employer. Discipline shall be administered promptly upon Employer's investigation and may be grieved. The discipline must be consistent with the Accident Review Committees' decision regarding preventability.

ARTICLE 31 - GROUP LIFE INSURANCE

1. Except as otherwise provided below, the Employer will provide each full-time, active, non-probationary employee with Employer-paid group life insurance coverage of twice their annual wages rounded up to the next highest thousand. To determine annual wages, the employee's hourly rate will be multiplied by 2080 hours. The Employer will calculate the employees' annual wages on a monthly basis for the purposes of this paragraph.

Full-time Virginia Beach employees will be enrolled in the Virginia Retirement System (VRS) and are not eligible for the life insurance provided by this Article unless they are permitted to join the merged pension plan set forth in Article 34 on or after January 1, 2012.

2. Except as otherwise provided below, retired employees shall not be eligible for coverage under this Article.

a. Northside employees retiring prior to July 1, 1983 shall be furnished life insurance benefits substantially in accordance with the Collective Bargaining Agreement in effect on June 30, 1983.

b. Northside employees retiring after July 1, 1983 shall be furnished life insurance benefits in accordance with the pension plan negotiated between the parties, effective July 1, 1977, as amended.

c. Southside employees retiring between February 1, 1980 and the effective date of this Agreement shall retain the insurance coverage set forth for such employees in the 2003 Collective Bargaining Agreement.

d. Southside employees on the payroll as of the effective date of the Agreement, who retire after the effective date of the Agreement, shall receive reduced life insurance of \$15,000 at retirement provided the retiree pays the full cost of the group life insurance premium.

ARTICLE 32 - SENIORITY

a. Effective September 1, 2004, all operators holding seniority in the Southside Division, the Northside Division or the Virginia Beach Division shall retain and accumulate their respective classification seniority in their respective Divisions and, in addition, shall begin to accrue seniority in their respective classifications in each of the other Divisions. Operators hired after September 1, 2004 shall have only one seniority date, which shall be the date of hire, and such seniority date shall be used to determine the operators' seniority standing in the Northside, Southside and Virginia Beach Divisions. Classification seniority will apply in any Division, recognizing that operators holding seniority in a Division prior to September 1, 2004, will have seniority in any other Division only as of September 1, 2004.

b. Effective October 12, 2007, all Maintenance Department employees holding seniority in the Southside Division, the Northside Division or the Virginia Beach Division shall retain and accumulate their respective classification seniority in their respective Divisions and, in addition, shall begin to accrue seniority in their respective classifications in the other Divisions. Any Maintenance Department employee hired after October 12, 2007 shall have only one seniority date, which shall be the date of hire, and such seniority date shall be used to determine the employee's seniority standing in the Northside, Southside and Virginia Beach Divisions.

c. Upon successful completion of their Probationary Period, Light Rail Operators and Maintenance employees shall earn seniority from the first day they begin active duty on the job. Where more than one Light Rail Operator or Light Rail Maintenance employee begins active duty on the same day, and in the case of maintenance in the same classification, they shall be ranked, if applicable, according to their original date of hire by the Employer in any bargaining unit classification. Each light rail department and maintenance classification shall have its own seniority list.

Employees shall cease to accrue Light Rail Operator or Maintenance department and/or position seniority if they take a job outside of Light Rail Operations.

ARTICLE 33 - PROMOTIONS

In filling any position, (in the non-bargaining unit) the availability of present employees for such position will be given consideration by the employer, but the appointment to such position shall be left to the sole discretion of the employer.

Effective December 1, 1990, employees who accept a position with the employer as outlined above, shall retain their bargaining unit seniority but shall not accumulate any bargaining unit seniority while in such employer position.

Employees who have accepted positions with the employer as outlined above, prior to December 1, 1990, shall retain all bargaining unit seniority accumulated as of December 1, 1990, but shall not accumulate any additional bargaining unit seniority after December 1, 1990.

Employees who have accepted such positions with the Employer and returned to the bargaining unit shall be allowed to exercise only the bargaining unit seniority they accumulated prior to accepting such position or the bargaining unit seniority accumulated as of December 1, 1990, while in such position with the Employer, whichever may apply.

Bargaining unit seniority as used herein is defined as an employee's standing on the roster used to determine an employee's right to exercise their bidding privileges, commonly referred to as the seniority roster.

Employees returning to the bargaining unit after having accepted such a position with the Employer shall be placed on the seniority roster in accordance with their accumulated bargaining unit seniority as outlined above.

Fringe benefits based on length of service with the Employer, such as vacation, sick leave, etc., shall not be affected by this Article.

Employees who return to the bargaining unit, under the conditions outlined above, must make application for reinstatement during the term of this Agreement or any renewal, amendment, or extension thereof, and within thirty (30) days from the date of the retirement from such position, and further provided such employee can qualify for the job under the then existing employment standards of the Employer. Compensation shall be at the then prevailing rate for the actual work done for the Employer, following such employee's return to the employee's work.

ARTICLE 34 - PENSION AND DISABILITY

The provisions contained in the Agreement which expired September 30, 2005, [Sec. II, 6 (Southside), III, 7 (Northside), and IV, 13 (Virginia Beach)] shall remain in full

force and effect subject to the additional provisions herein.

Prior to January 1, 2012, an employee who transfers from between the Northside or Southside Divisions will continue to participate in the retirement plan applicable to his original Division and will not participate in the retirement plan applicable to employees at the new Division. Effective July 1, 2010, any employees hired for Light Rail positions, who have new hires, will be enrolled in the Southside Plan once they have completed their probationary period. Effective February 20, 2011 all bargaining unit employees hired on or after February 20, 2011, will be enrolled in the Southside Plan once they have completed their Probationary Period. However, all Virginia Beach employees will remain in the VRS plan unless it is determined that they may transfer or enroll in the merged pension plan on or after January 1, 2012.

The Northside and Southside Pension plans will be merged effective January 1, 2012 and, except as set forth herein, the Southside plan benefits will be the benefit structure for the merged plans as set forth in the Southside Plan dated January 1, 2011. During the first year of the merged plan (January 1 through December 31, 2012, the benefit multiplier will be 1.4% times final earnings times years of service. Effective January 1, 2013, the multiplier shall be increased to 1.5%. Effective January 1, 2014, and thereafter, the multiplier shall be increased to 1.6%. The merged plan will include the 2% interest payment for termination benefits. At termination of employment, an eligible employee will be entitled to the payout of her total accumulated participant contributions plus interest.

Subsequent to January 1, 2012, the merged plan actuary on a yearly basis will determine the contribution level required of the Employer but Employer will contribute at least 7.5% but no more than 9.5% of projected yearly compensation of the then current plan participants. Employees shall contribute 3% of projected yearly compensation. If at any time during the term of this Agreement the recommended Employer contribution requirement is less than 7.5% or greater than 9.5% the parties will reopen negotiations solely as to the benefit level/contribution requirements. If the parties are unable to reach an agreement, the matter will be submitted to binding arbitration pursuant to the terms of Article 18.

The merged pension plan's unfunded accrued liability ("UAL") will be amortized over a 30-year period. However if the GASB standard for the length of time that a UAL may be amortized is amended to reduce the permissible amortization period, the plan will adopt the new standard.

The parties agree that effective the date of ratification that all future actuarial reports will be prepared on a combined basis and that the first report shall not be prepared and due until July 1, 2011.

The merged pension committee will be made up of six trustees (3 union and 3 management members). Each year the trustees, if they so desire, shall be permitted to

attend, and will be reimbursed for, one pension fiduciary training event subject to the following limitations: (1) the training must be sponsored by the International Pension Benefit Foundation or any other program so designated by the trustees and; (2) the plan will pay on the behalf of the trustee the registration to the program and ½ of any travel (coach airline/train tickets) and hotel (basic room) costs. The Employer and the Union shall be solely responsible for any additional costs including those costs associated with the training including the costs associated with any guest attending/travelling with the trustee to the training.

ARTICLE 35 - HEALTH INSURANCE

Coverage. Subject to the following limitations, the Employer will provide health care benefits to the Employees (including full-time, Va. Beach, seasonal employees). The Employer, as a public agency, is required to competitively procure health care benefits for its employees subject to the terms and conditions of the Virginia Public Procurement Act ("VPPA"). The Union will be permitted to participate in the design of any requests for bids or proposals issued by the Employer and in the evaluation of responses submitted by potential providers. At no time shall the Union be permitted to block the issuance or the award of an RFP for health care benefits.

If, at any renewal, a carrier proposes to change the various co-pays, including but not limited to co-pays for office visits, prescription drugs, or for emergency room visits; deductibles; annual out-of-pocket maximums; or the scope of coverage, the parties shall determine by mutual agreement the appropriate changes, if any. Upon receipt of the proposed changes from a carrier, the Employer must immediately notify the Union. The Employer and the Union must meet within seven (7) working days after the Union receives notice of the proposed changes. If the parties after a good faith effort are unable to agree with the proposed changes, the issue will be submitted to an arbitrator for final and binding arbitration.

The prescription card will be \$10/\$30/the greater of \$50 or 20% (with \$20/\$60/the greater of \$100 or 20% mail order).

Payment of premiums. The Employer will pay 85% of the monthly premium for the health care program for active full-time employees only. An employee may opt to acquire dependent coverage at the employee's own expense.

The Employer will offer dental coverage.

For those Southside employees employed before May 14, 1997, who elect single plus one minor, couple or family coverage, the Employer will pay 80% of the monthly premium.

Retirees. Coverage will terminate with an employee's termination of employment, except those retirees who have attained age 62 may elect to continue to participate in the health care program, provided they pay 100% of the premium cost, until they

become eligible for Medicare.

Waiver. An employee who is receiving medical coverage under another plan may voluntarily waive coverage under this Article in exchange for a monthly payment of \$100.

ARTICLE 36 - SICKNESS AND ACCIDENT INSURANCE

The Employer will pay each full-time, active, non-probationary employee Sickness and Accident (weekly income) benefits of \$150 per week, for a maximum of twenty-six (26) weeks.

ARTICLE 37 - FELONIOUS ASSAULT INSURANCE

The Employer agrees to maintain the \$100,000 felonious assault insurance coverage.

ARTICLE 38 - LEAVE OF ABSENCE

Personal Leave If an employee needs to be absent from work for personal reasons, the Employer may, in its discretion, grant the employee an unpaid leave of absence, which will not exceed ninety (90) calendar days in any twelve (12) month period, but will only be approved in 30-day increments. The employee must put the request in writing to the department Director providing at least five (5) days' notice. A leave of absence may not be used to pursue or engage in other employment.

An employee who wants a leave of absence must request the leave, in writing, from the employee's Superintendent or the designated Employer representative at least one (1) week prior to the desired starting date. The Employer will notify the employee of its approval/disapproval at least three (3) calendar days prior to the desired starting date. Employees who are on a leave of absence have the right to ask for an extension of the leave by letter, telephone or in person at least five (5) calendar days prior to the expiration of the leave, but the Employer has the right to disapprove the requested extension.

If an employee on personal leave wants to maintain the employee's insurance benefits during the leave of absence, the employee must pay one hundred percent (100%) of the insurance premiums.

Leave of Absence for Sickness or Disability Employees are entitled to unpaid leave for sickness or disability. Employees on leave of absence due to sickness or disability shall be placed on an inactive list. All paid leave (sick, vacation, personal) must be used before an unpaid leave of absence for sickness and disability may be granted.

The Employer and the employee will continue to pay their respective portions of the employee's group health insurance premiums for a period of ninety (90) calendar days after expiration of the employee's sick leave, vacation leave, and Sickness and Accident

benefits. An employee who has been out of work for eighteen (18) months (excluding FMLA leave) may be terminated. Employer will comply with COBRA regulations, as required by law.

Employees on leave for sickness or disability on the date of this Agreement will be entitled to health insurance benefits for the period of time they would have received benefits under the 2003 Agreement but will be subject to the provisions of Article 35 regarding payment of premiums and benefit levels which became effective on the effective date of this Agreement.

Accumulation of Benefits During Leave of Absence The time period during which an employee is on a leave of absence will not be counted as service with the Employer for any purpose. This means that the employee will not accumulate benefits during the leave of absence, but the employee will maintain the employee's seniority.

Relief for Members of Military Reserve The Union Representative will meet with the employee's respective Department Head to make necessary arrangements for the relieving of employees who are members of the United States' Reserve Forces and who are required to attend periodic short-term training periods

ARTICLE 39 - EMPLOYEE NOTIFICATION REQUIREMENTS DURING EXTENDED PERIODS OF ABSENCE

An employee who is absent due to leave of absence, sickness or disability must inform the employee's Superintendent or the designated Employer representative by written notice at the end of thirty (30) days, and at least every thirty (30) days thereafter, of the address and telephone number at which the employee may be reached. If the Employer does not receive the required notification at least every thirty (30) days, it will send the employee a letter by certified mail, return receipt requested (with a copy to the Union), reminding the employee of the obligation to contact the Employer. If the employee does not send the Employer a written response within ten (10) days after the date of the Employer's letter, the employee will be deemed to have voluntarily resigned and will be removed from the payroll.

ARTICLE 40 - COMPENSATION FOR DISABLED EMPLOYEES

Title 65.1 of the Code of Virginia, Workmen's Compensation Act, provides for compensation to a worker for the loss of an employee's opportunity to engage in work, as a result of an injury by accident, or occupational disease arising out of and in the course of, the employment, as set forth therein. An employee subject to these policies who is injured as defined by Title 65.1 and where such injury is not due to the actions or negligence of subject employee shall be compensated by the Employer with the difference between the amount payable pursuant to the Virginia Workmen's Compensation Act plus any other benefits that may be received by the employee to which the Employer contributes, and the amount of subject employee's net salary (defined as gross pay less standard deductions for taxes, FICA, and Pension), for a

period not to exceed ninety (90) working days. Benefits other than sick leave and vacation accrual will not be affected.

The Employer shall be entitled to restitution of any differential paid pursuant to the preceding paragraph to the extent of any recoveries by the subject employee against third parties. The employee shall execute and provide, on a form provided by the Employer, an appropriate agreement and assignment of wages to such extent as a condition of receiving the differential payment.

All employees who become disabled while employed by the Employer, and who are eligible for pension, shall be notified at least thirty (30) days before being placed on such pension.

ARTICLE 41 - VACATIONS

The Employer will grant to all full-time, active, non-probationary employees who have been continuously employed by the Employer for one year or more a vacation, with pay, to be determined in accordance with the following schedule:

| <u>Length of Employment</u> | <u>Vacation</u> |
|-----------------------------|-----------------|
| 12 Months | 1 week |
| 2 Years | 2 weeks |
| 5 Years | 3 weeks |
| 10 Years | 4 weeks |
| 15 Years | 5 weeks |
| 20 Years | 6 weeks |

The vacation schedules of Northside employees who have worked for the Employer for more than 15 years as of October 1, 2005 will be governed by the terms of the 2003 Agreement.

Any employee who is laid off due to lack of work, takes a leave of absence, or retires, and who returns with seniority unbroken, shall be entitled to a vacation when the employee has completed twelve (12) months of total active service with the Employer accumulated from the employee's last anniversary date prior to taking leave from the Employer's service. Employees who have earned a vacation, and who have taken a leave of absence of at least thirty (30) days, resigned, retired, died, or been discharged or laid off due to lack of work, shall be entitled to the applicable vacation pay.

Vacation shall be bid at the annual vacation sign-up, and the bidding shall be according to seniority. Following completion of the vacation board sign-up, the Union shall be provided a copy of the completed vacation board. Any changes that are approved in the completed board shall be provided to the Union a day following such approval.

Weekly vacation pay for operators holding regular bid runs shall be the total pay time in

the bid run at the operator's straight-time rate of pay, but no less than 40 hours per week. Extra board operators and Maintenance Department employees shall be paid forty (40) hours per vacation week.

To be eligible for full vacation pay, an employee must have a minimum of 1500 work hours during the preceding vacation year. An employee who has less than 1500 work hours shall be entitled to a pro rata vacation in accordance with the following schedule:

| | |
|----------------------------|-----------------|
| Over 1,500 hours worked | Full vacation |
| Over 1,250 hours worked | 75% of vacation |
| Over 1,000 hours worked | 65% of vacation |
| Over 750 hours worked | 50% of vacation |
| Less than 750 hours worked | No vacation |

For the purpose of computing work hours, all pay hours will be calculated except hours received as a result of worker's compensation injuries or worker's compensation differential pay. Unpaid sick days, suspensions and excused or unexcused leaves of absence will not be counted as work hours. Overtime shall be counted towards pay hours but the employee shall only be credited for the actual hours worked. Penalty pay shall only be credited for actual hours worked. Employees on Union leave shall have such time credited as work hours in accordance with time such employees would have earned had they worked. All time worked on "modified duty" will be counted in computing work hours.

No employee shall be permitted to accumulate vacation periods; vacations may be taken only within the calendar year in which they become due.

Vacation earned by prior years of employment may be taken at any time during the calendar year, but additional vacation earned in a year shall be taken only after the employee's anniversary date. If it is not possible for an employee to take earned vacation in a year because the employee's anniversary date occurs too near the end of a year, the employee shall be permitted to take so much of said earned vacation prior to the employee's anniversary date as will enable the employee to receive all earned vacation within the year.

One-day Increments. Employees who are eligible for two (2) or more weeks of vacation may request to take up to one (1) week of such vacation time in one (1) day increments, except between December 15 and December 31, under the circumstances set forth below:

1. Employees will make application for such vacation day(s), on a form supplied by the Employer, not more than thirty (30) days prior to the requested days off.
2. Employees submitting requests fifteen (15) to thirty (30) days prior to the requested day(s) off will be advised at least two weeks prior to that date whether or not their request has been approved;

3. Employees submitting requests three to fourteen days prior to the requested day(s) off will be advised no later than three (3) days prior to the requested day(s) off whether or not their request has been approved.

4. In case of emergency, employees will submit requests as far in advance of the requested day(s) off as practicable, and will be advised immediately, or as soon as practicable, whether or not their request has been approved.

5. Any unused vacation time up to three (3) days will be paid the second pay period in January. All other unused vacation days will be lost.

The Employer will grant such requests unless to do so would interfere with efficient and orderly operations or infringe upon the seniority of other employees.

Employees who have been notified of approval will not be bumped by a senior employee making a request at a later date.

ARTICLE 42 - TRANSFERS

Employees will be hired into either the Southside, the Northside, Light Rail or the Virginia Beach Divisions and will be assigned to work at such locations if at all possible. The Employer may transfer employees to Divisions other than the Division in which they were initially employed, provided that such employees either agree to such transfer or are paid for any extra time required to travel to and from their original Division and provided further that they are reimbursed for any travel or other expenses incurred as a result of the involuntary transfer. Such travel time shall be used in the calculation of overtime under the terms of this Agreement.

The Union and the Employer will agree on the procedures to be applicable to employees who transfer between Divisions, including how to integrate an employee's vacation plans into the vacation schedule at the employee's new location.

ARTICLE 43- SICK LEAVE

All regular full-time employees will receive sick leave at the rate of eight (8) hours for each calendar month that the employee is on the active payroll of the Employer, subject to the following maximum annual accumulation:

| Completed Full Years of Service | Annual Maximum Accumulation |
|---------------------------------|-----------------------------|
| Less than 1 | None |
| 1-2 | 64 hours |
| 3-4 | 88 hours |
| 5 or more | 96 hours |

For employees hired on or after the date of this Agreement, sick leave will accumulate from year to year, up to a maximum of 160 days (1280) hours). Any bargaining unit employee who was employed prior to October 12, 2007 (or "the date of this Agreement"), and who had accrued less than 1280 hours of sick leave as October 1, 2005, will have the right to accrue additional sick leave up to a maximum of 1600 hours. Any bargaining unit employee who was employed prior to October 1, 2005, and who had accrued more than 1280 hours of sick leave as of that date will have the right to accrue additional sick leave up to a maximum of 2400 hours.

Sick leave will not accrue during a leave of absence or while the employee is on short-term or long-term disability. Accrued leave (vacation or sick) will count as days worked for the purpose of leave accrual while an employee is out for illness.

Employees will be eligible to receive sick leave, as set forth herein, for the following: personal sickness, injury or exposure to disease which renders the employee incapable of performing the assigned duties or which may jeopardize the health of others on the job; and medical examination, operation or accepted medical treatment which cannot be accomplished other than during normal working hours.

The employee is eligible for sick leave on the first day of absence.

An employee with sick leave available who is unable to perform the employee's duties after the waiting period on account of bona fide personal illness on one of the employee's regularly scheduled workdays will be granted sick allowance on the basis of the employee's basic scheduled workweek (i.e., 6:40 for 6-day week, 8:00 for 5-day week, 10:00 for 4-day, 12:00 for 3-day week), not to exceed forty (40) hours in seven (7) successive calendar days.

For each period of sickness, either paid or unpaid, the Employer may require the employee to furnish a certificate from a doctor, and other evidence of incapacity satisfactory to the Employer. Any employee found guilty of abusing the sickness allowance privilege herein provided for shall be subject to disciplinary action.

An employee will not be eligible to draw sick leave, Worker's Compensation and Sickness and Accident benefits at the same time.

Employees will be required to run sick leave, Worker's Compensation and, if eligible, Sickness and Accident benefits concurrent with Family and Medical Leave.

Any unused accumulation of sick leave will be canceled upon the termination of an employee's service with the Employer, whether voluntary or otherwise, provided that, in the case where a retiring employee has unused sick leave, the Employer will consider the amount of the unused sick leave as earnings for purposes of pension contributions only, and for pension benefit credit. In the case of such retired employee, the Employer

will contribute to the pension fund the percentage which the Employer would have paid and the percentage which the employee would have paid on the amount of such unused sick leave as would have been paid had such amount been paid to the employee as earnings.

Sell Back

A. Employees who have accumulated six hundred forty (640) or more sick leave hours, as of the end of any fiscal year, shall be permitted to sell back to the Employer on December 1 of the next fiscal year, up to eighty (80) unused sick hours accumulated during the preceding fiscal year. Such days shall be bought back by the Employer at one-half (1/2) the applicable hourly rate in effect on December 1, and the employee shall receive pay for any such sick days sold on the last payday prior to Christmas.

B. Employees who have accumulated two hundred forty (240) or more sick leave hours as of the end of any fiscal year, and who shall have completed all assigned work during the preceding fiscal year, excluding only leaves of absence for Union business and time off at the Employer's convenience, shall be permitted to sell back to the Employer on December 1 of the next fiscal year up to eighty (80) unused sick hours accumulated during the preceding fiscal year. Such days shall be bought back by the Employer at the applicable hourly rate in effect on said December 1, and the employee shall receive pay for any such sick days sold on the last payday prior to Christmas.

PART II - BUS OPERATOR PROVISIONS

ARTICLE 44 - BUS OPERATORS' WAGES AND PROGRESSION

Wages:

- Effective July 1, 2021, the top Operator hourly rate shall increase by 5.5% making the top Operator pay rate \$22.88.
- Effective July 1, 2022, the top Operator hourly pay rate shall increase by 3%.
- Effective July 1, 2023, the top Operator hourly pay rate shall increase by 3%.

Incentive Bonuses

Incentive Bonus .5%*

Incentive Bonus .5%**

Incentive Bonus .5%***

*Individual employee participation and attendance in 1 of 3 Health Fair Biometric Screenings offered during the following timeframes: July 1, 2021 - June 30, 2022. The .5%o bonus will be paid to the employee after they attend one of the Screenings. The bonus will be calculated at the employee's regular base rate of pay on a 2,080 hour work year. The bonus will be paid in a regularly scheduled payroll within 30 days of the health fair.

**Individual employee participation and attendance in 1 of 3 Health Fair Biometric Screenings offered during the following timeframes: July 1, 2022 - June 30, 2023. The .5% bonus will be paid to the employee after they attend one of the Screenings. The bonus will be calculated at the employee's regular base rate of pay on a 2,080 hour work year. The bonus will be paid in a regularly scheduled payroll within 30 days of the health fair

***Individual employee participation and attendance in 1 of 3 Health Fair Biometric Screenings offered during the following timeframes: July 1, 2023 - June 30, 2024. The .5% bonus will be paid to the employee after they attend one of the Screenings. The bonus will be calculated at the employee's regular base rate of pay on a 2,080 hour work year. The bonus will be paid in a regularly scheduled payroll within 30 days of the health fair

Progression. An employee newly entering the full-time operator classification will be paid as follows:

| | |
|--------------------------------|------|
| First 10 months of employment | 70% |
| Second 10 months of employment | 75% |
| Third 10 months of employment | 80% |
| Fourth 10 months of employment | 85% |
| Fifth 10 months of employment | 90% |
| Sixth 10 months of employment | 95% |
| Thereafter | 100% |

Seasonal and Temporary Employees. Seasonal Virginia Beach Operator pay will be \$12 per hour. Seasonal Virginia Beach Operators are not eligible for any benefits. Employees designated as temporary/seasonal supervisors or dispatchers will receive \$1.00 per hour premium for performing such work.

ARTICLE 45 - SIGN-UP PROCEDURES

Employer Responsibility The Employer has the sole and exclusive right to determine the type of schedules to be operated in any day.

Picks and Sign-Ups There shall be one (1) system-wide pick annually at a time to be mutually agreed upon by the Employer and the Union. At each system-wide pick, an operator will pick both the employee's operating location (e.g., Northside, Southside, Virginia Beach) and the employee's assignment.

The Employer shall have a Northside sign-up no later than May 1st of each year for the purpose of staffing operations at Virginia Beach. Part-time operators will select available work in seniority order. If there are no Northside positions available, and an employee is involuntarily transferred, the Employer will provide transportation between Northside

and Virginia Beach for such employees and the employees will be paid travel time as set forth below. If an employee is unable to transfer to Virginia Beach for good faith personal reasons, the Employer will make a good faith effort to accommodate that employee's needs. Virginia Beach runs shall not be scheduled for more than twenty- eight (28) hours per week.

An employee who is involuntarily assigned to a Division other than that in which the employee was originally employed, either because no runs are available in the employee's original Division or because of operational needs, will be paid for any extra time required to get to and from the employee's assignment, plus any additional travel expenses incurred as a result of the assignment. Such travel time shall be used in the calculation of overtime under the terms of this Agreement. The payment of travel time and expenses will not be made to employees who must pick a different location because a higher seniority employee has changed locations.

The Employer will post run sheets, schedules, sign-off lists, seniority lists and other data pertaining to the runs not less than seventy-two (72) hours before the time set for sign-ups. The Employer shall indicate the start date and the end date of the work.

Seniority All operators will select their runs in accordance with their seniority. Subject to the provisions hereof, seniority shall mean the length of continuous service with the Employer as a qualified operator.

Procedure The Employer and the Union will each have a representative present during the picking of runs. Operators will be assigned a day and time to pick and will select their runs promptly. Picking of runs will not exceed five (5) days.

If for any reason an operator cannot be present, the employee shall prepare a list of choices (at least ten) of runs the employee desires, above the employee's signature, on the form provided and leave such list in the designated bid box. Operators not present, and who have failed to file their preferences of selections, or operators unable to secure a run from preferences they have submitted, shall be assigned a run as near as possible to the class and kind of run to which they are then assigned.

Operators on duty whose choices have been taken shall be personally contacted for sign-up purposes. No phone calls will be made to those Operators not on duty and who have not complied with the above provisions.

An Operator who is not actively employed cannot participate in picks and sign-ups, with the exception of an employee on Workers Compensation. When the Operator returns to

work full duty, he or she will return on the Extra Board and will not be able to remove any less senior Operators.

Pay for Union representative The Employer will pay the Union representative the actual time required to pick a board. If the time to pick a board is less than eight (8) hours per day, the Union representative will be required to perform any other work that is available during the employee's normal scheduled hours to make up the difference in the employee's day's assignment.

ARTICLE 46 - SCHEDULES AND HOURS OF WORK

All regular runs shall average a minimum of seven and one-half (7 1/2) hours per day, including travel time, report time, turn-in time, intervening time, spread time, drop-back time for meals, etc. The Employer shall make every effort to terminate all runs within ten (10) hours. The minimum regular weekly run time shall be forty (40) hours.

The Employer will construct the maximum number of straight runs and consecutive days off as are consistent with economic operating conditions. All assignments will be on the basis of four (4) or five (5) days of work per week. The Employer will connect pieces of work together to form runs and will consider reasonable suggestions regarding such runs.

No swing run shall have more than one unpaid-for-period intervening between pieces of work. No swing run shall be scheduled to work after 8 p.m.

Where regular operators are used regularly for periods of one week or more as loaders, ground collectors, traffic checkers or starters, this work shall be included in the schedule of regular runs.

ARTICLE 47 - EXTRA BOARD

Any work remaining unassigned at completion of sign-up shall be placed on the extra board and shall be worked as any other extra work. In the general sign-up of runs, Operators may pick to work as an extra operator on the extra board instead of choosing a regular run, as long as the number of Operators yet to pick exceeds the number of runs within an eleven (11) hour spread. Such Operators are to remain on the extra board for the entire sign-up except that they may bid on advertised runs.

Each extra board shall be worked in rotation and no Operator shall be excused from taking a run that falls to the employee's lot. The Operator at the top of the board shall be put out first and each Operator following in rotation.

Assignments on each posting of the extra board shall be made in the following order:
1. Work 2. Trippers 3. Show-Ups.

The Employer agrees that no regular Operator will be assigned extra work if there is an extra Operator in the reporting room. Management and the Union will meet prior to

any board pick to address any issues or concerns. Extra Board Work Rules governing the use of Extra Board will be posted prior to Run Picks. Any changes to the Extra Board will be put in writing and distributed to all Extra Board Operators prior to the effective date of the new board. Extra Board Work Rules will include the following:

The A.M. Board shall be posted by 5:00P.M. of the preceding day, which will include A.M. work. The P.M. Board shall be posted by 9:00 A.M. of that day, which will include only P.M. work.

ARTICLE 48 - DAYS OFF

All regular operators shall have at least two days off in seven known as their assigned day. All Extra Board operators shall have two regularly scheduled days off each week selected in accordance with seniority.

When an operator changes runs, by which change the operator may gain or lose a day, these provisions will not prevail. It is understood that the Employer has the sole and exclusive right to determine the type of schedules to be operated on any day.

Holiday schedules will be posted at least thirty-six (36) hours in advance.

An extra operator shall have at least ten (10) consecutive hours off duty prior to the A.M. report.

ARTICLE 49 - OVERTIME

1. Any operator, if requested by the Employer, will work overtime including work on the employee's regular scheduled day or days off, if reasonable under the circumstances of the employee and reasonably necessary to maintain adequate service. If no employee accepts available overtime, the Employer may assign the work following inverse seniority within the classification. In cases of operators working on jobs other than assignments by the Employer, it will not be considered a reasonable excuse for them to refuse to work overtime, including work on their regular scheduled day or days off. Notwithstanding the foregoing, Employer will not mandate operators to perform extra work on their first scheduled day off in a work week.

2. Overtime at the rate of time and one-half shall be paid:

- a. For all time worked in excess of regular scheduled board run, provided that the time worked in excess of the operator's regular scheduled board run is the result of causes beyond the control of the operator;
- b. For all time worked in excess of ten (10) hours a day by operators who do not work a regular scheduled board run;
- c. For all work required of operators on their regular assigned day or days off, with the following proviso: overtime premium for work performed on an operator's day

off shall not be paid in any week in which the operator has not worked the employee's full scheduled work week unless the operator's absence was on account of Union business, vacation or excused by the Employer. This proviso shall not affect the overtime premium for work after a regular run in a day, forty (40) hours in a week, or in excess of spread time.

- d. For all work performed beyond an eleven (11) hour spread in case of swing runs. Where a swing run works over the regular schedule of hours, overtime shall be figured on that basis and also on the basis of spread time, and only the larger amount will be paid,
- e. For all time worked as an operator by an employee in the bargaining unit other than an operator either before or after performing a full shift on the employee's regular job.

ARTICLE 50 - MEAL RELIEFS

The Employer shall provide drop-backs in all regular straight runs after each rush hour in order to provide for a period in which the straight run operator may eat the operator's meal. Such drop-backs shall generally be made at the outer terminals, and shall be of not less than ten (10) minutes duration.

ARTICLE 51 - RESTROOMS ON LINE

The Employer agrees to arrange for a place on each line for operators to relieve the calls of nature and also to provide a place to secure drinking water, and the Employer will endeavor to secure places that will be open at all hours during which buses are operated. These places shall be fixed by the Employer at points which, in its judgment, will cause the least inconvenience to the public. The Employer shall post a current list of such places in the reporting rooms.

ARTICLE 52 - TRAVEL TIME

The Employer will pay travel time when an operator is required to turn-in after being relieved of duty at a point other than the point of turn-in, the amount to be in scheduled running time from point of relief to point of turn-in, plus one-half (1/2) of the minimum headway operating between such points at time of relief. If operators start their tour of duty at a place other than that at which they are required to report, they will be paid for the travel time involved as described above.

Operators not required to report to the garage before going to a relief point who cannot travel from the bus garage or one of the transportation centers to such relief point by use of the Employer's regular route service without changing buses shall be provided transportation by the Employer to such relief point, upon request. The request must be submitted in writing 48 hours after the bid. An employee will receive no pay for travel.

An operator who is riding a bus to make a relief shall not be charged with a miss if the bus the employee is riding is late, as long as it is determined that the operator boarded the bus within the scheduled time allowed for that run.

ARTICLE 53 - ACCIDENT REPORTS

Any accident or incident as defined by Policy must be immediately reported to the Controller/Dispatcher on duty. The Controller/Dispatcher will make a determination on the appropriate course of action. All accident reports are to be completed by the end of their shift under the supervision of the Controller/Dispatcher or their designee. Should the Employee time required to properly document the accident/incident extend beyond the employee's normally scheduled run, the employee will be compensated accordingly.

ARTICLE 54 - UNIFORMS AND CDL

All non-probationary Operators are required to wear uniforms.

Full-time Operators The Employer will pay an annual uniform allowance, which includes one safety vest, to all full-time Operators in the amount of:

- contract year 1 - \$400
- contract year 2 - \$425
- contract year 3 - \$450

Employer will replace worn out vests on an as needed basis. Employer will replace one lost or stolen vest annually. The allowance will be paid each calendar year, beginning January 1.

An operator working less than 50% of the employee's scheduled workdays will receive no uniform allowance.

The Employer will determine uniform requirements, standards and specifications. If a new uniform style is implemented by the Employer, a 24-month transition period will be allowed.

Commercial Drivers' License. All operators will be reimbursed the actual cost of renewing a CDL required by the Employer.

ARTICLE 55 - ALLOWANCES

1. Any regular operator who is called out by the Employer for protecting duty in addition to such operator's regular run, shall be paid for all such duty at time and one-half, but in no event less than two (2) hours at one and one-half (1½) times the regular rate.

2. An extra operator who is required to report for show-up shall be paid the employee's regular wage rate for all standby time, until released by the Dispatcher, with

a minimum of two hour's pay at the employee's regular rate.

3. An extra operator shall be guaranteed a minimum of two (2) hours pay for any work to which the employee is assigned. The Employer reserves the right to put pieces of work together, provided intervening time is paid.

4. An extra operator who makes all required reports and completes all assignments in a workweek will be guaranteed 40 hours of pay at the employee's applicable straight-time hourly wage rate for that week. This guarantee does not apply in a week when an employee is absent for any reason other than vacation, holiday or Union Business Leave granted under this Agreement.

In no event will an extra operator be paid under this subsection and, in addition, be paid under any other section or subsection for the same hours. All monies paid under this subsection (4) shall be credited against hours and monies paid under subsection (2) above.

ARTICLE 56 - BID TRIPPERS

When regular runs are posted for pick, the Employer may also post a list of trippers that will be available for bid. If such a list is posted, each regular operator will be permitted, in seniority order, to select a tripper or trippers which can be worked together with the run selected. If an operator bids a tripper which together with the regular run exceeds thirteen (13) hours elapsed time from first report to the last sign-off, spread time will not apply for work in excess of thirteen (13) hours. It is also understood that trippers signed up for, as outlined above, will be subject to change or cancellation depending on the demands of service. An operator will be paid only for the time actually worked.

An operator holding a tripper that is permanently canceled or changed may bid another tripper that was listed for selection during that sign-up and not selected.

A regular operator will be required to operate the tripper which the operator selected under this provision, provided however, upon five (5) days advance written notice to the Employer, an employee may opt to relinquish the employee's right to operate a tripper for the balance of that pick period. Failure to operate or electing not to operate a tripper which has been bid under this provision may result in cancellation of the operator's right to biddable trippers for the balance of that pick period and for the next succeeding sign-up (except Summer and Holiday picks).

An operator who works a tripper under this provision will be paid for the actual time in the tripper at the applicable rate of pay (overtime is applicable). No other penalties or guarantees will apply to trippers worked under this provision.

ARTICLE 57 - REPORT TIME

All operators shall be required to report fifteen (15) minutes before their run departs from the bus garage and use such time to prepare themselves and bus for

operation. Each operator will be paid for said fifteen (15) minutes for each time said operator reports properly to the bus garage provided the operator properly prepared himself/herself and the bus for operation, to include pre-trip inspection. Operators relieving on the street, and not required to report to the garage, shall be paid five (5) minutes at straight time for each time the employee is required to report.

ARTICLE 58 - VACANT RUNS

Permanent Vacancy When a run is declared vacant it shall be posted for bid. A Union representative must be present during the vacant run bid and shall be paid by the Employer. In the event the Union representative leaves, the run bid will proceed.

When a run is declared vacant it shall be posted for bid. Only those operators with less seniority than the operator who held the run declared vacant shall be eligible to bid. Eligible operators shall be allowed to bid only the vacant run or keep their present assignment. Bumping shall not be allowed. Vacant assignments and all assignments held by operator's junior in seniority to the operator who held the vacant assignment shall be posted (the Monday after pay week) for three (3) days for operators to review.

Operators shall be given a date and time to bid and each operator shall be allowed fifteen (15) minutes in which to bid and bidding shall begin following the posting period. Bids shall be accepted from 5:00 a.m. until 7:00 p.m. Bids may be placed by appearing in person at the designated date and time and placing the bid with the Dispatcher, or operators may contact the Dispatcher at the designated date and time on the bus radio and place a bid. When an operator bids an open assignment, then the assignment held by that operator shall become the vacant assignment available for bid and so on down the seniority roster until the bid is complete.

Each operator shall be advised as to the then open assignment at the time the employee contacts the Dispatcher to bid and the operator shall have the choice of bidding the open assignment or staying on the employee's present assignment. Operators not contacting the Dispatcher in person or by bus radio, at their designated date and time, shall be bypassed and shall have forfeited their right to bid on that bid.

The vacancy bid shall become effective on the first day of the next pay week following the close of the bid.

Temporary Vacancy Runs which become open for five (5) days or more or runs which remain vacant after application of the above procedure shall be posted for forty-eight (48) hours bidding by Extra Board operators, according to seniority, as hold-downs. Extra operators may choose not to bid so long as the number of Extra Board operators exceeds the number of runs to be bid. When the number of runs equals or exceeds the number of Extra Board operators, then the Extra Board operators will be required to bid until the Extra Board is exhausted. Runs open while bidding, or runs that will be open for less than five (5) days, shall be assigned daily as the Extra Board rotates.

Operators who have successfully bid a hold-down shall stay on such hold-down for the

duration and shall not be subject to a bump, except when the operator originally assigned to the run as a regular operator returns or the operator bids on another hold-down that is posted for bid. Hold-downs vacated by the operator bidding another hold-down shall be posted and bid in accordance with the above procedures, provided five (5) days or more remain on the hold-down.

An extra operator who has successfully bid a hold-down for an indefinite time and is absent for sufficient time whereby the hold-down is again bid shall be allowed to bump the hold-down if such is still in operation upon the employee's return, provided at least five (5) days remain on the hold-down or the hold-down is still listed as indefinite.

An operator who bids a hold-down must be known to be available to actually work the assignment.

On the Southside, all lists are to go into effect on the following Sunday.

ARTICLE 59 - CHANGES IN RUNS

In the event the time of an operator's regular run is increased after the operator has signed up on that run, the Employer will pay time and one-half (1½) for such increase. In the event that the time of the operator's run is reduced after sign-up, the operator will be paid for the time of the run for which the operator originally signed up as shown on official sign-up posting boards.

ARTICLE 60 - CHARTERS OR SPECIAL WORK

For all in district charters or special work, where continuous service is provided, there shall be a break of no more than 30 minutes and no less than 10 minutes, as designated by the Employer, for a meal and rest period, for each operator, at least once every six hours. For special events (e.g., Harbor Fest), operators shall receive a meal allowance of eight dollars (\$8.00) if required to work on such special service for eight or more consecutive hours.

ARTICLE 61 - DELAY IN REPORTING AND MISSING OUT

A miss-out is defined to be the failure of an operator to report at the designated time and place for an assignment. An operator missing out shall be placed at the bottom of the extra board for that day and shall receive work only after all other extra board operators receive work that day.

If the operator reports within an hour of the beginning of the operator's assignment, and performs the work thereafter assigned the operator on that day, the operator shall resume the operator's regular position on the day following.

An operator missing out and failing to report within an hour of the beginning of the operator's assignment, shall be placed at the bottom of the extra board on the operator's next regularly assigned workday. This provision shall not affect

the operator's right to work on the operator's assigned day or days off.

Where equipment is delayed by accident, blockade, or failure so that operators necessarily riding or having to ride on such equipment cannot reach their reporting place on time, no miss shall be charged against them. Such operators shall give proof

of the unpreventable delay. They will be placed on their runs as soon as practicable and be paid as if they have worked their entire run.

In case an operator, whose assignment relieves another operator, fails to be present and ready at the time specified, the operator to be relieved shall carry on until properly relieved, and at the earliest possible moment shall notify the dispatcher or supervisor in person or by other means, and the dispatcher or supervisor (with the dispatcher's advice) shall dispatch another operator to take over as soon as possible. Under no circumstances shall the operator being relieved turn over the operator's vehicle to the relief operator who has appeared late for such relief, unless authorized by the dispatcher. The relief operator who has appeared late shall immediately report to the dispatcher for other assignment.

ARTICLE 62 - INCOMPLETE RUNS

If an operator has reported for and begun a run, the operator shall be paid full time for that run, even though it is not completed, provided:

- a. The failure to complete the run as scheduled is due to a cause for which the Employer is at fault; and
- b. The operator was in no way responsible; and
- c. In the judgment of the Employer, the operator is physically able to complete the run; and
- d. Work on the same day at equal or greater pay has not been offered said operator by the Employer.

For any such work beyond the usual spread time, the operator will be paid time and one-half.

ARTICLE 63 - WRONG ASSIGNMENTS

If a dispatcher or supervisor makes a mistake or gives a wrong assignment to any operator that causes that operator to lose work, said operator shall report back immediately and be reimbursed to the full extent of such loss, this Operator has to stay on duty to be paid accordingly less compensation for any other work offered to such operator on that day; provided such operator shall be paid one and one-half (1 1/2) times the operator's regular rate for work outside the spread of the operator's proper assignment, and provided further, such operator shall be paid a minimum equal to the pay of his proper assignment.

ARTICLE 64 - PART-TIME OPERATORS

General Part-time operators shall be paid as follows:

| | |
|---|--------------------|
| First 1500 hours of work as an operator | 60% of top op rate |
| Second 1500 hours of work | 65% of top op rate |
| Thereafter | 70% of top op rate |

As used herein, hours of work as an operator with the Employer shall be deemed to include hours worked as a full-time operator with the Employer.

The Employer agrees that the number of part-time operators shall be limited as follows:

| | |
|----------------|---|
| Northside | No more than 50% of the regularly scheduled runs with each successive signup; |
| Southside | No more than 27 employees; |
| Virginia Beach | No more than 10 employees; |

The Employer may pre-assign work to a part-time operator. Such work shall not be available for pick by full-timers at the regular bids. Such pre-assigned work shall not exceed 28 platform hours per operator per week, except that a part-time operator may work over 28 hours per week to perform work temporarily left vacant because of the absence of full-time operators, when no full-time operator is available. Available as used herein is defined as an operator at the operating facility and willing to work upon notification by the Employer. Part-time operators on the Southside shall not be pre-assigned regularly scheduled work in excess of six (6) hours per day.

If it is known by 3 p.m. of the preceding day that a regular run will be vacant, the Employer must post the run for selection by regular operators who can work the assignment on their off day. The posting will be made by 3 p.m. and will close at 4 p.m. The run will be assigned to the senior regular operator bidding the assignment. If no regular operator bids the run, or if the work comes open after 3 p.m., it may be assigned to a part-time operator. If a regular run is assigned to a full-time operator, and the operator fails to complete the assignment, the employee will not be eligible to bid vacant runs for the following three weeks.

Qualified retirees of the Employer shall be given preferences in filling part-time openings. Retirees filling such openings shall be paid at the full-time operator's top rate but will not receive any benefits.

Part-time operators seeking full-time employment shall first be considered for the filling of full-time positions as operators. Eligibility for full-time openings will be based on part-

time seniority.

Part-time seniority shall begin as of the date of hire as a part-time operator. Full-time seniority shall commence as of the time of full-time employment.

Uniform Allowance Part-time operators shall be entitled to an annual uniform/COL allowance of \$200. Part-time operators not completing a full year of service, including any time on furlough, shall repay any such uniform allowance on a monthly pro-rata basis.

Sickness & Accident Benefit The Employer shall provide a Sickness & Accident benefit for part-time bus operators as follows:

1. Part-time operators will be initially eligible after one full year of service. Such operators must re-establish eligibility annually thereafter, on their anniversary date of employment.
2. During the part-time operator's initial year of employment, and each year thereafter, the part-time operator must have actually worked at least 1200 hours in order to qualify for Sickness and Accident benefits.
3. The first seven (7) days of any absence shall not be compensable.
4. Sickness & Accident benefits shall not be paid for any absence while the part-time operator is eligible for Workers' Compensation.
5. Sickness must be substantiated by a statement from a medical doctor.
6. The weekly Sickness & Accident benefit shall be \$125.

ARTICLE 65 - OPERATORS' INSTRUCTION PREMIUM

Operators training other employees will be paid \$2.00 per hour in addition to their regular rate of pay for training service. The Employer will establish eligibility criteria to be used in the selection of operator trainers. A sign-up sheet shall be posted in June for operators to indicate their interest in performing training duties for the 12-month period beginning in July of each contract year. If the Employer determines that the qualifications of two or more applicants are equal, seniority will be used to make the final selection. The Employer will establish the number of trainers needed to support the service. The instruction premium will only be applicable to hours when actually performing training service.

PART III - BUS MAINTENANCE DEPARTMENT

ARTICLE 66 - BUS WAGES AND WAGE PROGRESSION

The wage schedule set forth below will be applicable to employees in the Maintenance

Department. The percentages in the table below are percentages of the full-time operators' top hourly wage rate.

An employee on the payroll as of the date of the Agreement will not have his current wage rate reduced by application of the new wage structure. Incumbents who are currently receiving wage rates greater than those established in the Agreement shall continue to be paid at their current rate prior to the Agreement and will receive 50% of all applicable percentage rate increases until their actual paid rates equal the rates established in the Agreement.

Length of Time in Classification in six-month periods

| Job Title | 1st | 2nd | 3rd | 4th | Thereafter |
|------------------|------|------|------|------|------------|
| Fleet Technician | 115% | 117% | 119% | 122% | 125% |
| Mechanic 1 | 106% | 108% | 110% | 112% | 115% |
| Mechanic 2 | 98% | 99% | 101% | 102% | 105% |
| Mechanic 3 | 87% | 89% | 92% | 94% | 97% |
| Mechanic Helper | 80% | 81% | 82% | 83% | 84% |
| Servicer | 74% | 75% | 76% | 77% | 78% |
| Storeroom Clerk | 80% | 83% | 85% | 88% | 90% |
| Cleaners | 50% | 55% | 60% | 65% | 68% |

As of the effective October 1, 2005, the GP2 and Mechanic Trainee classifications will be combined in the Mechanic Helper classification; the GP3, Service Attendant and Senior Service Attendant classifications will be combined in the Servicer classification; the General Utility, General Utility Helper, and Cleaner classifications will be combined in the Cleaner classification; and the Storeroom Clerk and Stores man will be combined in the Storeroom Clerk classification.

Lloyd Crawford, Juanita Blunt, and Reginald Blakely have been grandfathered as bargaining unit employees and will receive 50% of the operator wage increase percentage of each year of the Agreement. These employees will continue in their current positions until they either bid out or leave the service of the Employer by reason of their death, retirement, resignation or termination for cause. When any of these situations occur, the Employer will eliminate the jobs as bargaining unit positions.

ARTICLE 67 - SENIORITY

For seniority purposes, the Maintenance Department will be considered a separate seniority unit. All active full-time hourly personnel in the Maintenance Department will be listed with the employee's classification and rate of pay.

In the event of a layoff in the Maintenance Department, the junior employee will be the first to be furloughed. In the event of a reduction in various classifications, the junior employee in each classification will be reduced to the next lower classification and the corresponding classification wage rate, and so on down the list.

ARTICLE 68 - SIGN-UP RULES AND PROCEDURES

The Employer shall, at its discretion, hold not less than one (1) sign-up per year to adjust work schedules in accordance with changes in operational requirements. The Employer shall inform the Union of the date on which a sign-up is scheduled. The Employer will pay the Union representative the actual time required to pick. If the time required is less than eight (8) hours per day, the Union representative will be required to perform any other work that is available during the employee's normal scheduled hours to make up the difference in the employee's day's assignment. Sign-ups shall not be delayed or postponed because a Union representative is not present.

At each sign-up a maintenance employee will pick both the employee's work location (e.g., Northside, Southside, Virginia Beach) and the employee's assignment.

An employee who is involuntarily assigned to a Division other than that in which the employee was originally employed, either because no assignments are available in his original Division or because of business needs, will be paid for any extra time required to get to and from the employee's assignment, plus any additional travel expenses incurred as a result of the assignment. Such travel time shall be used in the calculation of overtime under the terms of this Agreement. The payment of travel time and expenses will not be made to employees who must pick a different location because a higher seniority employee has changed locations.

All temporary jobs existing for a period exceeding ninety (90) calendar days shall be considered as permanent and posted for bid.

ARTICLE 69 - HOURS OF WORK AND OVERTIME

Hours of Work The Employer may schedule Maintenance Department Employees on a five-day work week consisting of eight (8) hours of work per day, or a four-day work week consisting of ten (10) hours of work per day, or a three-day work week consisting of twelve (12) hours of work per day. Days off shall be consecutive.

The work day of all Maintenance Department employees will have an unpaid meal period, which will be a minimum of 30 minutes and a maximum of 60 minutes.

Qualifications The Employer will determine the qualifications required to perform the work of each job classification. An employee must be qualified to perform the work of the job classification in order to sign up or bid for that job classification. If a vacancy exists in a job classification and no qualified bargaining unit employee bids on the vacancy, the position will be filled by a newly hired employee. If the Employer is in doubt as to an employee's qualifications, or if it does not believe an employee is qualified, it will, before making a final decision, review the employee's qualifications with a committee of three persons named by the President of the Union.

The Employer reserves the right to employ such specialists as may be required to operate the Maintenance Department for a period not to exceed ninety (90) days even if a regular employee bids for the job.

Overtime Any employee, if requested by the Employer, will work overtime, including work on the employee's regular scheduled day or days off, if reasonable under the circumstances of the employee and reasonably necessary to maintain adequate service. In cases of employees working on jobs other than assignments by the Employer, it will not be considered a reasonable excuse for them to refuse to work overtime, including work on their regular scheduled day or days off. If no employee within the classification accepts available overtime, the Employer will assign the work following inverse seniority within the classification.

The Employer shall have a rotating extra board for the purpose of overtime when overtime work is available. If no employee is available in the shop affected, then work will be offered to qualified employees from other shops whose names are on the rotating board. Any employee that works overtime, or refuses the overtime, will fall to the bottom of the board. The board must be posted under glass at all times so the employees can check on the overtime work.

Employees working four or five day workweeks as set forth above shall be paid one and one-half (1 1/2) times the regular rate for all work performed in excess of their scheduled work week, or forty (40) hours per week, whichever is greater. Employees working a three (3) day work week will be paid straight time for all hours of work up to forty (40) hours, and one and one half (1 1/2) times the regular rate for all work performed in excess of forty (40) hours per week.

Such overtime will also be paid for work performed on the regular assigned days off; provided however, overtime premium for work performed on an employee's day off shall not be paid in any week in which an employee has not worked a full scheduled work week unless the employee's absence was on account of Union business or vacation or excused by a Manager or above. This shall not affect overtime premium for work after eight (8) hours in a day or forty (40) hours in a week. Employees shall not be required to take time off or change their days off or their regular hours in order that payment of overtime may be avoided. For the purpose of computing overtime under this paragraph, the holidays designated herein shall be considered as time worked.

Whenever premium pay (time and one-half for time worked) is payable to an employee under more than one provision of the Agreement for the same hours worked, not more than one application of premium pay shall be made.

Overtime work requiring specific skills will be assigned to the individual that would normally do such work during the employee's normal workday. In the event an employee may reasonably complete a piece of work within three (3) hours overtime, such work may be assigned to said employee then doing the work.

Except as otherwise permitted herein, overtime shall be rotated within each

classification. In the event such overtime work cannot be assigned within a classification, the assignment shall be made to the appropriate employees in the next higher classification if such employee is qualified to do the work.

When any shift change is made in scheduled work hours in the Maintenance Department, the employees affected, unless there have been twelve (12) hours between shifts, shall be paid on an overtime basis for the hours worked in such twelve (12) hour period for the first shift, but not thereafter.

Premiums

1. Any employee called on to act in place of a Foreman, in the Foreman's absence, shall be paid additional compensation at the rate of one dollar (\$1.00) an hour while so acting. While in this work, the employee shall perform all the duties and accept all the responsibilities of the foreman.
2. Maintenance Department employees shall be paid a night shift premium of \$3.00 per hour for work performed between 8:00 p.m. and 6:00 a.m.
3. Maintenance Department employees late for work shall be docked their actual time and will be subject to disciplinary action.
4. Employees in the Maintenance Department who are required to report for emergencies and not held as much as three (3) hours, shall be paid for three (3) hours at time and one-half.
5. Any Maintenance Department employee who holds either a valid State Inspector License and/or a valid Virginia Class A Commercial Drivers' License will be entitled to additional compensation of (\$.50) cents an hour above the employee's regular hourly rate of employment provided:
 - a. Employee makes himself available and is physically able to perform inspections or wrecker/tow truck duties; and
 - b. The employee ensures that the State Inspector License and/or a valid Virginia Class A Commercial Drivers' License is not revoked, suspended or allowed to lapse.

The Employer has the sole discretion to determine the total number of State Inspector and Wrecker/Tow Truck Operators it will require at any time.

ARTICLE 70 - UNIFORMS, TOOLS AND CDL

The Employer will provide employees in the Maintenance Department with a change of (5) five uniforms.

A Maintenance Department employee will be reimbursed the actual cost for the renewal

of a CDL required by the Employer.

The Employer will pay an annual work shoe/jacket allowance to all Maintenance Department employees. The Employer will determine requirements, standards, and specifications for jackets and safety shoes. Safety shoes shall be mandatory when required by the Employer(s). The annual shoe/jacket allowance will be provided as a voucher in the amount of **three hundred dollars (\$300.00)** annually, beginning January 1.

The Employer will pay an annual tool allowance to all Maintenance Department employees who are required to use their own tools. The tool allowance will be provided as a voucher in the amount of **four hundred and seventy-five dollars (\$475.00)** annually.

ARTICLE 71 - MISCELLANEOUS

Safety and facilities

a. The Employer will continue to make reasonable regulations for the safety and health of its employees during their hours of employment, and employees shall comply with such regulations. Employees will use the protective devices, wearing apparel and other equipment provided by the Employer for the protection of the health and safety of the employees.

Any employee who is required to work outside during inclement weather shall be furnished, without cost to the employee, raincoat, rubber hat and boots when out in such service.

When employees are required to work overtime through a regular meal period for emergency work occasioned by snowstorms and the like, they shall be furnished with such meals without cost to them.

b. Employees will cooperate in keeping barns, shops and garages in a clean, sanitary condition, and the Employer will provide necessary sanitary facilities.

c. The Employer will create a Safety Committee to inspect all tools and equipment used by employees at least once every **twelve (12)** months and as often thereafter as necessary. The Union shall select two (2) of the Safety Committee members.

d. The Employer and employees will endeavor to keep the equipment, including all rolling stock, clean at all times.

ARTICLE 72 - MAINTENANCE RE-CLASSIFICATION

The Employer and the Union will establish procedures whereby an employee may periodically demonstrate his ability and qualifications for promotion. If more than one qualified employee bids on a vacancy, then the person with the most seniority will be selected. Until the new procedures are established, the procedures existing in the prior

contracts will be continued.

An employee reduced from one classification to another for reasons unrelated to job performance shall be the first to be upgraded whenever an opening in the higher classification occurs. An employee reduced from one classification to another shall assume the employee's position in such lower classification according to the employee's seniority in that classification. An employee reduced from any classification shall be eligible to work in the next lower classification, provided the employee previously held seniority in such lower classification. An employee voluntarily bidding out of the employee's classification into a lower classification forfeits the employee's rights in the higher classification.

PART IV LIGHT RAIL OPERATIONS

ARTICLE 73 - ESTABLISHMENT OF LIGHT RAIL OPERATIONS (OPERATORS AND MAINTENANCE)

The "Light Rail" operating division consist of the classification "Light Rail Operators." The classification shall be added to the bargaining unit represented by Local 1177. The eligibility requirements and the duties and responsibilities of the position shall be as outlined in the job description prepared by the Employer in its sole discretion.

The Light Rail Maintenance bargaining unit classifications will be limited to Systems Maintenance Technician, LRV Maintenance Technician, Storeroom Clerk, Track Maintainer and Rail Hostler (collectively "Light Rail Maintenance"). The eligibility requirements and the duties and responsibilities of the positions shall be as outlined in the job descriptions prepared by the Employer at its sole discretion.

The Employer is free to modify the Light Rail job descriptions and their requirements from time to time to meet its needs. However, if the duties are significantly changed and new non-supervisory positions are created out of an existing bargaining unit position, the Union may demand to renegotiate the inclusion of the position in the bargaining unit and the appropriate wage rate that would only pertain to the altered classification. If impasse results over either of these two issues, either party may seek binding arbitration pursuant to Article 18 to resolve the dispute.

All new employees hired into Light Rail bargaining unit positions shall start at the bottom of the relevant wage progression scale and progress thereafter in accordance with the appropriate scale. Any current bus operators or maintenance bargaining unit employees who qualify and fill Light Rail operating or maintenance bargaining unit positions, will receive equivalent credit for prior service for purposes of the wage progression scale. For example, if a bus operator is in his/her third ten months of employment earning 80% of the top operator rate and becomes a Light Rail operator, he/she will be placed on the Light Rail operator scale at the third ten months earning 85% of the top operator rate. As an additional example, if a bus Mechanic 1 in his/her 3rd six-month period is earning 110% of the top operator rate becomes a Light Rail Operator, he/she will be slotted in the second ten-month operator slot and will earn 80%

of the top operator rate.

To the extent not specifically addressed in this Section IV, Light Rail Operators will be governed by the provisions of Part II and Light Rail Maintenance employees will be governed by Part III of this Agreement.

SUBSECTION A - LIGHT RAIL OPERATORS

ARTICLE 74 - LIGHT RAIL OPERATORS' WAGES AND PROGRESSION

Wages The top wage rate for Light Rail Operators shall be 105.52% of the full-time operators' top hourly wage rate as that rate changes during the term of this Agreement.

Progression An employee newly entering the full-time operator classification will be paid according to the following wage progression scale:

| | |
|--------------------------------|----------------------------------|
| First 10 months of employment | 75% of Top Bus Operator Rate |
| Second 10 months of employment | 80% of Top Bus Operator Rate |
| Third 10 months of employment | 85% of Top Bus Operator Rate |
| Fourth 10 months of employment | 90% of Top Bus Operator Rate |
| Fifth 10 months of employment | 95% of Top Bus Operator Rate |
| Sixth 10 months of employment | 100% of Top Bus Operator Rate |
| Thereafter | 105.52% of Top Bus Operator Rate |

ARTICLE 75 - QUALIFIED RAIL OPERATOR

Qualified Rail Operator is an individual that has successfully meets all the criteria established by Employer for an individual to successfully operate a Light Rail vehicle.

ARTICLE 76 - SIGN-UP PROCEDURES

Employer Responsibility The Employer has the sole and exclusive right to determine the type of schedules to be operated on any day.

Picks and Sign-ups There shall be one (1) rail system-wide pick held annually for all Qualified Rail Operators. The rail system-wide pick will be performed in conjunction with the bus system-wide pick. The rail system-wide pick will be conducted at a time mutually agreed upon by both the Employer and the Union. During the annual rail

system-wide pick, Qualified Rail Operators will pick both their assignment and division, based on rail seniority, until all positions at the rail division are closed. Once the rail system-wide pick is closed, all remaining Qualified Rail Operators will be placed in the Qualified Rail Operator standby pool. Qualified Rail Operators placed in the standby pool will be ranked by rail seniority followed by operating department seniority.

There shall be a minimum of two (2) run picks at the rail division annually determined by the Employer and the Union. The two (2) run picks will include the rail system-wide pick and the rail division pick. The rail division pick will take place six (6) months after the rail system-wide pick. Only Qualified Rail Operators currently holding a rail division position will be eligible to participate in the rail division pick.

Along with the seniority lists, the Employer will post run sheets, schedules, sign-off lists, and other data pertaining to the runs not less seventy-two (72) hours before the time set for sign-ups. The Employer shall indicate the start date and end date of the work.

Seniority All Qualified Rail Operators will select their runs in accordance with their Rail Division seniority. Subject to the provisions hereof, seniority shall mean the length of continuous service with the Employer as a Qualified Rail Operator. Qualified Rail Operators and Bus Operators shall be separate seniority units.

Procedure The Employer and the Union will have a representative present during the picking of runs. Eligible Qualified Rail Operators will be assigned a day, date and time to pick and shall select their runs promptly. Any run pick for the rail division shall not exceed three (3) days.

If for any reason an eligible Qualified Rail Operator cannot be present, the employee shall prepare an official proxy which details the employee's desired order of possible assignments. The Qualified Rail Operator will provide an official proxy, signed and dated, and shall personally deliver the proxy directly to the Union representative, who in turn shall deliver it to the Controller on duty.

Lock-In Subject to Article 22 of the Light Rail Provisions, Bus operators who successfully complete the Light Rail Training Program and become Qualified Rail Operators will be "locked-in" to Rail Division for a period of **eighteen (18) months**.

ARTICLE 77 - SCHEDULES AND HOURS OF WORK

All regular runs shall average a minimum of seven and one-half (7 1/2) hours per day, including travel time, report time, turn-in time, intervening time, spread time, drop-back time etc. The Employer shall make every effort to limit the total time on duty not to exceed 14 hours and the total platform times may not exceed 11 hours. The minimum regular weekly run time shall be forty (40) hours.

The Employer will construct the maximum number of straight runs and consecutive days

off as are consistent with economic operating conditions. All assignments will be on the basis of four (4) or five (5) days of work per week.

Qualified Rail Operators are subject to the FTA's "Standards of Service" guidelines regardless of their assignment (regular run or extra board).

Hours of service standards require a minimum of 10 hours off duty between shifts to allow RAIL DIVISION Operators to obtain 8 hours of uninterrupted rest.

The total time on duty may not exceed 15 hours and the total platform time may not exceed 11 hours.

ARTICLE 78 - EXTRA BOARD

The Employer has the sole and exclusive right to determine the work rules governing the use of the Extra Board. Work rules governing the use of extra board will be posted prior to the run picks.

Any work remaining unassigned at completion of sign-up shall be placed on the extra board and shall be worked as any other extra work. In the general sign-up of runs, Operators may pick to work as an extra operator on the extra board instead of choosing a regular run, as long as the number of Operators yet to pick exceeds the number of runs within an eleven (11) hour spread. Such Operators are to remain on the extra board for the entire sign-up except that they may bid on advertised runs.

Each extra board shall be worked in rotation and no Operator shall be excused from taking a run that falls to the employee's lot. The Operator at the top of the board shall be put out first and each Operator following in rotation.

Assignments on each posting of the extra board shall be made in the following order:
1. Work 2. Trippers 3. Show-Ups.

The Employer agrees that no regular Operator will be assigned extra work if there is an extra Operator in the reporting room. Management and the Union will meet prior to any board pick to address any issues or concerns. Extra Board Work Rules governing the use of Extra Board will be posted prior to Run Picks. Any changes to the Extra Board will be put in writing and distributed to all Extra Board Operators prior to the effective date of the new board. Extra Board Work Rules will include AM and PM Mark Up.

ARTICLE 79 - DAYS OFF

All Qualified Rail Operators with a regular run shall have at least two days off out of a seven-day work schedule. All Qualified Rail Operators on the extra board shall have two regularly scheduled days off each week selected in accordance with their rail division seniority. The Employer will make every attempt to allow consecutive days off when possible.

When a Qualified Rail Operator changes runs, it's understood the individual will neither gain nor lose a day off during the pay period effected by the change.

Holiday schedules will be posted at least thirty-six (36) hours in advance.

ARTICLE 80 - OVERTIME

Any Qualified Rail Operator, if requested by the Employer in an effort to sustain service, will work overtime including work on the employee's regular scheduled day or days off.

If a Qualified Rail Operator does not voluntarily accept available overtime, the Employer

may assign the work following inverse seniority within the Rail Division to support service. Notwithstanding the foregoing, Employer will not mandate operators to perform extra work on their first scheduled day off in a work week.

Overtime at the rate of time and one-half shall be paid:

For all time worked in excess of regular scheduled board run, provided that the time worked in excess of the Qualified Rail Operator's regular scheduled board run is the result of causes beyond the control of the operator;

For all time worked in excess of ten (10) hours a day by Qualified Rail Operators who do not work a regular scheduled board run;

For all work required of Qualified Rail Operators on their regular assigned day or days off, with the following provision: overtime premium for work performed on a Qualified Rail Operator's day off shall not be paid in any week in which the Qualified Rail Operator has not worked the employee's full scheduled work week unless the Employee's absence was on account of Union business, vacation or excused by a Manager or above. This provision shall not affect the overtime premium for work after a regular run in a day, forty (40) hours in a week, or in excess of spread time;

For all work performed beyond a twelve (12) hour spread in case of swing runs. Where a swing run works over the regular schedule of hours, overtime shall be figured on that basis and also on the basis of spread time, and only the larger amount will be paid; and

For all time worked as a Qualified Rail Operator by an employee in the bargaining unit other than an operator either before or after performing a full shift on the employee's regular job.

ARTICLE 81 - MEAL RELIEF

The Employer shall provide drop-backs in all regular straight runs after each rush hour in

order to provide for a period in which the straight run operator may eat the operator's meal. Such drop-backs shall generally be made at the outer terminals and shall be of not less than ten (10) minutes duration.

ARTICLE 82 - RESTROOMS ON LINE

The Employer agrees to arrange for a place on each line for Qualified Rail Operators to relieve the calls of nature and also to provide a place to secure drinking water, and the Employer will endeavor to secure places that will be open at all hours during which trains are operated. These places shall be fixed by the Employer at a minimum of one terminal point.

ARTICLE 83 - TRAVEL TIME

Qualified Rail Operators will be provided transportation to assignments when other than the normal yard relief point.

ARTICLE 84 - ACCIDENT REPORTS

Any accident or incident as defined by Policy must be immediately reported to the Controller/Dispatcher on duty. The Controller/Dispatcher will make a determination on the appropriate course of action. All accident reports are to be completely by the end of their shift under the supervision of the Controller/Dispatcher or their designee. Should the Employee time required to properly document the accident/incident extend beyond the employee's normally scheduled run, the employee will be compensated accordingly.

ARTICLE 85 - RAIL OPERATOR UNIFORMS

The Employer will determine uniform requirements, standards, and specifications.

A Qualified Rail Operator shall, upon successful completion of formal training as a

Qualified Rail Operator, be furnished with his/her first set of uniforms. All Qualified Rail Operators are required to wear an approved, serviceable uniform in the performance of their duties.

Once a year, a clothing allowance will be provided by the employer to allow the Qualified Rail Operator to maintain a set of serviceable set uniforms. The Employer reserves the exclusive right to determine whether an article of the uniform is serviceable. It is the responsibility of the Qualified Rail Operator to replace any article of clothing deemed unserviceable as soon as possible.

The Rail Operator uniform allowance and its distribution will be the equivalent to the Bus Operator allowance and distribution.

ARTICLE 86 - COMMERCIAL DRIVERS' LICENSE

Qualified Rail Operators are required to maintain a valid current Commercial Drivers' License. The employer will reimburse the employee for the cost of renewing a CDL required as a condition of their employment.

ARTICLE 87 - ALLOWANCES

A Qualified Rail Operator serving on the extra board who is required to report for show- up shall be paid the employee's regular wage rate for all standby time, until released by the Controller/Dispatcher, with a minimum of two hour's pay at the employee's regular rate.

A Qualified Rail Operator serving on the extra board shall be guaranteed a minimum of two (2) hours pay for any work to which the employee is assigned. The Employer reserves the right to put pieces of work together, provided intervening time is paid.

A Qualified Rail Operator serving on the extra board who makes all required reports and completes all assignments in a work week will be guaranteed 40 hours of pay at the employee's applicable straight-time hourly wage rate for that week. This guarantee does not apply in a week when an employee is absent for any reason other than vacation, holiday or Union Business Leave granted under this Agreement.

ARTICLE 88 - BID TRIPPERS

Trippers are considered pieces of work; two or more trippers may be pieced together along with other assignments to create runs. Employer has the right to create runs to get work out.

ARTICLE 89 - REPORT TIME

Report time will be built into the schedule to provide the Qualified Rail Operator time to perform all duties consistent with their training.

ARTICLE 90 - VACANT RUNS

Permanent Vacancy Whenever vacant positions as Light Rail Operator are filled by the Employer, the position will be posted and advertised for a reasonable period of time not to exceed 10 days and will be filled by qualified applicants in the following order of priority: 1. Existing bargaining unit Bus Operators (by seniority); 2. Bargaining unit members from other classifications (by seniority); 3. Outside applicants (including non-bargaining unit employees). Any bargaining unit employee who does not apply for the position during the 10-day posting period will not be considered for a vacancy. Eligible Qualified Rail Operators shall be allowed to bid only the vacant run or keep their present assignment. Bumping shall not be allowed.

Temporary Vacancy Runs which become open for five (5) days or more or runs which remain vacant after application of the above procedure shall be posted for forty-eight (48) hours. Qualified Rail Operators on the extra board, according to Rail seniority, are eligible to bid on these temporary assignments as hold-downs. A Qualified Rail Operator serving on the extra board may choose not to bid so long as the number of qualified rail operators remaining on the extra board exceeds the number of runs to be bid. When the number of runs equals or exceeds the number of Qualified Rail Operators on the extra board, then the individual be required to accept the temporary assignment

Qualified Rail Operators who have successfully bid a hold-down shall stay on such hold-down for the duration and shall not be subject to a bump, except when the operator originally assigned to the run as a regular operator returns or the operator bids on another hold-down that is posted for bid.

Runs that will be open for less than five (5) days shall be assigned daily as the extra board rotates.

The Employer at any time may establish a "substitute list" of applicants who are qualified and trained to work as light rail operators, to be used for temporary service when needed or to fill permanent vacancies which arise. All assignments from the list will be made in order of seniority. However, an extra board of at least two individuals will be maintained at all times and assignments from the substitute list will be made only after the extra board has been exhausted.

ARTICLE 91 - CHANGE IN RUNS

Should the Employer decide to increase the time of a regular run after the run pick, the Qualified Rail Operator affected will be compensated for the actual time needed to complete the run. In the event that the time of the Qualified Rail Operator's run is reduced after the run pick, the operator will be paid for the time of the original run pick as shown on the official pick.

ARTICLE 92 - DELAY IN REPORTING AND MISSING OUT

A miss-out is defined to be the failure of a Qualified Rail Operator to report at the designated time and place for an assignment. A Qualified Rail Operator missing out shall be placed at the bottom of the extra board for that day and shall receive work only after all other extra board Qualified Rail Operators receive work that day.

If the Employer determines that the miss was beyond the control of the employee and the employee called thirty (30) minutes prior to their report time, no miss shall be charged against them. Such Qualified Rail Operator will be placed on their runs as soon as practicable and paid as if they have worked their entire run.

When a Qualified Rail Operator, whose assignment relieves another Qualified Rail Operator, fails to be present and ready at the time specified, the Qualified Rail Operator to be relieved shall continue in service until properly relieved, and at the

earliest

possible moment shall notify the controller/dispatcher. The controller/dispatcher shall assign another Qualified Rail Operator to take over as soon as possible. Once a new assignment has been made by the controller, the only authorized relief is the newly assigned Qualified Rail Operator.

ARTICLE 93 - INCOMPLETE RUNS

If a Qualified Rail Operator has reported for and begun a run, the Qualified Rail Operator shall be paid full time for that run, even though it is not completed, provided:

The failure to complete the run as scheduled is due to a cause for which the Employer is clearly at fault;

The Qualified Rail Operator was in no way responsible;

In the judgment of the Employer, the Qualified Rail Operator is physically able and could have completed the run and,

Work on the same day at equal or greater pay has not been offered said operator by the Employer.

For any such work beyond the usual spread time, the Qualified Rail Operator will be paid time and one-half

ARTICLE 94 - WRONG ASSIGNMENTS

If a controller/dispatcher makes a mistake or gives a wrong assignment to any Qualified Rail Operator that causes that employee to lose work, said employee shall report back immediately and be reimbursed to the full extent of such loss.

ARTICLE 95 - OPERATOR'S INSTRUCTOR PAY

In addition to their regular wages, each Qualified Rail Operator shall receive **two dollars (\$2.00)** extra for each hour or part of an hour spent in breaking in student operators.

An employee who is required to break-in a Qualified Rail Operator or become familiar with new procedures or new equipment shall be paid the regular rate of pay during said period for the number of hours required by Employer.

ARTICLE 96 - QUALIFICATION

Whenever there is a need for a training class or to fill Qualified Rail Operator positions, the Employer will post a notice of the job openings on all bulletin board's system-wide and employees shall be given a period of five (5) days, exclusive of Saturday and Sunday, to submit their bid for the job(s).

The Employer will establish the minimum qualifications required for rail operators. Each candidate shall be required to meet the minimum standards and pass any required test (mental & physical) before being awarded a light rail training slot.

During training employees will retain their current hourly rate of pay. Candidates meeting the minimum requirements for the position will be offered training slots in the following order:

Bus Operators will be selected in company seniority order until exhausted, then

Other represented employees will be selected in company seniority order until exhausted, then

HRT employees until exhausted, then

External candidates.

An employee who is disqualified by the Employer may re-apply for a rail operator position after two years have lapsed from the date of the disqualification.

Voluntary Withdrawal: Voluntary withdrawals from a rail position will result in a sixty (60) month lock-out period of an employee from the Rail Division. The following shall be considered voluntary withdrawals and subject to the sixty-month lock-out period: Operators who withdraw from the rail certification training, during probationary period or from a locked down rail position.

During the rail system-wide pick a Qualified Rail Operator on the extra rail operator pool list can turn down a rail position. Otherwise, Qualified Rail Operators who are on the extra rail operator pool list and refuse a rail position will be considered a voluntary withdrawal.

Involuntary Withdrawal: Involuntary withdrawals from the rail operator certification training or from a rail position will result in a minimum of a twenty-four (24) month lock-out period from the Rail division. These withdrawals shall be determined at Rail Management's discretion.

ARTICLE 97 - ACCIDENT INVESTIGATION

The Employer will conduct an initial hearing on all accidents within seventy-two hours (72) of an accident or incident. All information related to the accident will be available and reviewed for disposition. Further investigation may be required, and a future hearing scheduled at the earliest available time. All accidents will be deemed either avoidable or unavoidable. A written report with all relevant findings will be published. The employer will take whatever action it feels appropriate to protect a safe rail operation.

SUBSECTION B-LIGHT RAIL MAINTENANCE

ARTICLE 98 - WAGES AND WAGE PROGRESSION

Wages The rates of pay for the Light Rail Maintenance positions will be based on a percentage of the full-time operators' top hourly wage rate as set forth in Article 44. The rates shall be as follows: Systems Maintenance Technician and LRV Maintenance Technician-125%, Storeroom Clerk-90%, Track Maintainer-90%, and Rail Hostler -75%. There will be a small parts room adjacent to rail car repair areas, where technicians may enter to retrieve parts directly from the shelves without the assistance of the Storeroom Clerk. This practice will not be extended to bus maintenance operations.

Wage Progression An employee newly entering into the system as a Systems Maintenance Technicians, LRV Maintenance Technicians, Store Room Clerks, Track Maintainers and Rail Hostlers will be subject to the following wage progression scale based on the top operator rate:

| Job Title | Length of Time in Classification in Six-month Period | | | | |
|---|--|------|------|------|------|
| | 1st | 2nd | 3rd | 4th | 5th |
| Systems Maintenance Technician and LRV Maintenance Technician | 115% | 117% | 119% | 122% | 125% |
| Storeroom Clerk and Track Maintainer | 80% | 83% | 85% | 88% | 90% |
| Rail Hostler | 71% | 72% | 73% | 74% | 75% |

ARTICLE 99 - LIGHT RAIL MAINTENANCE VACANCIES

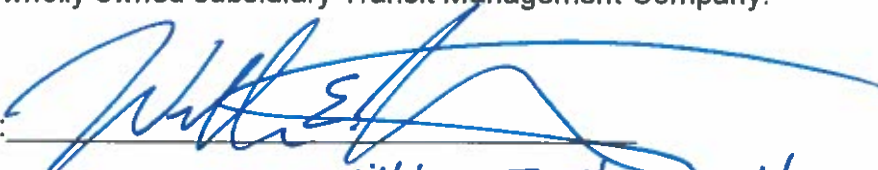
Whenever vacant positions in any of the Light Rail Maintenance classifications are filled by the Employer, they will be posted and advertised for a reasonable period of time, not to exceed 10 days and will be filled by qualified applicants in the following order of priority: 1. Existing Light Rail Maintenance Employees (by seniority); 2. Existing Bargaining unit members from bus operating and maintenance classifications (by seniority); and 3. External applicants (including non-bargaining unit employees). Any bargaining unit employee who does not apply for the position during the 10-day posting period will not be considered for a vacancy.

ARTICLE 100 - LIGHT RAIL MAINTENANCE GENERAL PROVISIONS

The Employer will attempt to ensure that Light Rail Maintenance employees have

consecutive days off. The Employer shall be permitted to employ specialists, such as engineers, designers, computer specialists or the like, who will not perform the duties of the classifications covered herein or be subject to this Agreement, to ensure the operations of the Light Rail Operations and Maintenance Departments. The Employer reserves the right to assign overtime based on the needs of the Light Rail Maintenance Department. The Employer, when practicable, will maintain a weekly overtime sign-up log by classification for the Light Rail Maintenance Department. Employees will be permitted to sign up on the log and work will be assigned in seniority order on a rotating basis.

Transportation District Commission of Hampton Roads, d/b/a Hampton Roads Transit and its wholly owned subsidiary Transit Management Company.

By: 
Its President and CEO *William E. Harrell*

Amalgamated Transit Union, AFL-CIO, Local 1177

By: 
Its President /Business Agent