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ARTICLE 1 - PREAMBLE

This Agreement is made and entered into this 3rd day of March, 2019, by and between First Transit, Inc. (Company) for employees at the Company's Woodbridge, Virginia facility operated under contract to the Potomac and Rappahannock Transportation Commission and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3001 (Union) has as its purpose the promotion of harmonious relations between the Company and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of pay rates, hours of work and other conditions of employment.

ARTICLE 2 - RECOGNITION AND EMPLOYEE COOPERATION

Section 1:

The Company recognizes the rights of its employees to bargain collectively through representatives of their own choice and recognizes the Union as the exclusive bargaining representative of its bus operators.

Section 2:

It is recognized that the success of the Company depends upon mutual cooperation between the Company and the Union, and that said success, in turn, is dependent upon the good will and patronage of the community served. Since these mutual advantages can be gained only by providing quality service, the Union agrees to continue to uphold the standards, abilities, and efficiency of its members in order that these members may continue to make the service desirable and attractive to the public.

Section 3:

The parties recognize that they both have the duty and responsibility to provide the best possible service to the community; they shall continue to perform efficient service in their work; they shall operate and handle the vehicles operated by the Company carefully and with the utmost regard for the safety of the passengers, the general public and the equipment; they shall operate said vehicles at all times in full compliance with the rules of the Company; and they shall give the riding public courteous and respectful treatment at all times.

Section 4:

Both parties agree to meet and treat each other through properly accredited officials in an orderly manner at mutually agreeable times as to any questions or grievances.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1:

Except as otherwise specifically limited by the Agreement, the Company retains rights to fully control any matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement unless in violation of a specific provision of this Agreement. Without limiting the generality of the foregoing, such right and functions specifically include:

- a) The hiring, direction, supervision, discipline and discharge for just cause of employees;
- b) The planning, direction, control, scheduling, modification, and elimination of any or all operations, and specifically including but not limited to the establishment, modification or elimination of routes and schedules and in general the determination of the nature and extent of service to be provided;
- c) The determination of the layout, equipment, vehicles, structures and other materials of the business;
- d) The procedures, policies, techniques, methods and means of operating the Company's business;

- e) The determination of the number and time of shifts and establishment, abolishment or change of jobs and positions;
- f) The determination of financial policies, including general accounting procedures, and customer relations;
- g) The determination of the overall organization of the Company's business;
- h) The determination of the size of the workforce, the allocation and assignment of work, including overtime, to employees, the determination of policies affecting the selection of employees and/or applicants for employment, promotion or transfer, and;
- i) The establishment of standards of customer service, quality of work and other measures of employee productivity, including improvement, change or elimination of methods, materials, equipment or facilities.

Furthermore, the Company may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Upon implementation of any new rules or modification of existing rules, the Company shall give written notice to the Union and employees.

The foregoing statement of Management Rights shall not be deemed to exclude other management rights not specifically stated, including those rights provided by law.

Section 2:

The Company's failure to exercise any functions or rights hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor to preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 3:

All work rules shall be furnished to the Union and posted fourteen (14) calendar days before becoming effective. The Company agrees to furnish each employee in the bargaining unit with a copy of its current and existing work rules within seven (7) calendar days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

ARTICLE 4 - NO STRIKES - NO LOCKOUTS

Section 1:

During the term of this Agreement, the grievance machinery of this Agreement and the administrative and judicial remedies provided by statute for remedying unfair labor practices shall be the sole and exclusive means for settling any dispute between the operators or the Union and the Company. Accordingly, neither the Union nor the operators will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a picket line, stoppage of work, refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing.

Section 2:

The Union recognizes that in the event of a work action, as described above, the Union, its Officers and Stewards, have an obligation and a duty to urge any and all operators who may be involved in such activity to cease such activity and to immediately return to work. In no event shall the Executive Board member or Steward who is an operator of the Company engage in any activity prohibited by this Article.

Section 3:

An operator who has been determined by the Company to have violated the provisions of this Article may be disciplined up to and including discharge. Such discipline shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Section 4:

The Company shall institute no lockout of operators during the term of this Agreement.

ARTICLE 5 - NONDISCRIMINATION

The provisions of the Agreement shall be applied equally to all operators. The Company and the Union agree that there shall be no discrimination against any operator on the basis of sex, sexual orientation, race, color, or disability for which with or without a reasonable accommodation the operator can perform the essential functions of the job, religion, national origin, or on the basis of membership or non-membership in the Union.

ARTICLE 6 – CHECK OFF

Section 1:

For those employees who become members of the Union and who properly execute payroll deduction authorization cards, the Company agrees to withhold from their check each pay period the regular Union dues and assessments in the amount certified to the Company by the Union. Such withholding for Union dues and assessments is to be transmitted to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 30, not later than the 15th day after the 1st day of the succeeding month. The Union will notify the Company at least thirty (30) days prior to any change in such dues and assessments. Employees will be able to cancel dues and assessments upon thirty (30) days notice.

Section 2:

The Company agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (PEOPLE).

Section 3:

The Union agrees to indemnify, defend, and hold the Company harmless from any claims, demands, suits, or other liabilities arising out of action taken by the Company in accordance with this Article.

ARTICLE 7 - UNION BUSINESS

Section 1:

The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to serve on official Union business not to exceed the longer of six (6) months or the term of elected office, or any extension thereof, provided seven (7) days notice is given to the Company by the Union specifying the length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Company's operation due to lack of available employees.

Section 2:

Union officers shall be paid for their participation in these activities as follows:

- a) Arbitration – Run pay (such pay shall be considered hours worked for all purposes, including overtime)
- b) Contract negotiation – Run pay (such pay shall be considered hours worked for all purposes, including overtime)

- c) Run pick – Payment of a maximum of twenty (20) hours of pay for all union officers combined (such pay shall be considered hours worked for all purposes, including overtime)
- d) Accident Review Board – Run Pay (such pay shall be considered hours worked for all purposes, including overtime).
- e) Labor Management Meetings – Actual time spent

Section 3:

The Company agrees to provide a 4 ft by 3 ft bulletin board at the place of work. Postings by the Union on such board are to be confined to official business of the Union. Only Union Representatives are permitted to post bulletins or notices on the bulletin board.

Section 4:

The Company agrees to make available to the designated union representative(s) an opportunity to introduce themselves to new employees and to provide them with information about the union. This opportunity for Union Orientation will occur during the training period and will last approximately 30 minutes.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1:

For purposes of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company of the express terms of this Agreement.

Section 2:

The parties recognize that it is important that grievances be processed and resolved as rapidly as possible; therefore, the number of days indicated at each step of the grievance procedure below should be considered as a maximum and every effort should be made to expedite the process. The time limits specified in all steps may be extended by mutual agreement as evidenced by a waiver in writing signed by an authorized representative of the Company and the Union.

Grievance responses must be time stamped and placed in the mailbox in accordance with the time limits set forth in this Article. If the Company or the Union fails to respond in a timely manner at any step of the Grievance Procedure, the issue being grieved will be decided in favor of the party who last responded according to the steps set forth in the Grievance Procedure. If a time limit expires on a Saturday, Sunday or a day the Company business office is closed, the time limit will be extended to the next business day.

Section 3:

Grievances meeting the above definition shall be handled in the following manner:

STEP ONE

The Grievance must be submitted in writing to the Assistant General Manager, or designee, not later than fourteen (14) calendar days after the employee knew or should have known of the event, occurrence or nonoccurrence giving rise to the Grievance. The Grievance shall specify the issue and the provision or provisions of the Agreement alleged to be involved, in the name of the aggrieved party or parties, the event, occurrence or nonoccurrence giving rise to the grievance, and the relief requested. The Grievance shall be signed by the grievant and a member of the Union Committee. The Assistant General Manager, or designee, shall respond to the Union Representative whose name appears on the Grievance, with a copy to the grievant, within fourteen (14) calendar days of the date of receipt of the grievance.

Suspensions of three (3) or more workdays or terminations shall be commenced at STEP TWO within fourteen (14) calendar days of the date of the disciplinary decision.

STEP TWO

If the grievance is not resolved at STEP ONE, and the grievant wishes to process it further:

1. It may be appealed in writing to the General Manager, or designee, within fourteen (14) calendar days after the date of the decision of the Assistant General Manager, or designee, in STEP ONE is filed.
2. The General Manager, or designee, and the Union representative shall hold a meeting within fourteen (14) calendar days of the date the grievance is appealed to STEP TWO, to discuss the grievance, if requested by the Union.
3. The General Manager, or designee, shall respond to the grievance in writing as to his or her decision regarding the grievance within fourteen (14) calendar days after receipt of the grievance by the General Manager, or designee, or in the case of a meeting, within fourteen days following the date of the meeting.

STEP THREE

If the grievance is not satisfactorily resolved at STEP TWO, the Union may submit the issue to arbitration by written notice to the Company within fourteen (14) calendar days following the date of the Company's response in STEP TWO. Such demand must be sent by certified mail and return receipt requested to the General Manager.

ARTICLE 9 - ARBITRATION

Section 1:

After a demand for arbitration has been made, the Union shall apply to the Federal Mediation and Conciliation Service within ten (10) days from the date the Union initiated arbitration, for a list of five (5) qualified arbitrators. The parties shall confer within fourteen (14) calendar days following receipt of the list of arbitrators for the purpose of striking names from the list. The parties shall strike names from the list alternately and the Union shall strike first. The arbitrator remaining shall be named the arbitrator for the grievance.

Section 2:

Unless both parties agree on a different procedure, only one issue may be submitted to the arbitrator in any one hearing.

Section 3:

It is understood and agreed that any arbitrator to which a grievance is submitted as above shall be without jurisdiction or authority to add to, detract from, alter or otherwise amend in any way any provisions of this Agreement or supplements or appendices thereto. The jurisdiction and authority of the arbitrator shall be for the determination of such grievance, being expressly limited to the interpretation, application, and determination of compliance with the provisions of this Agreement and supplements or appendices thereto relating to the rates of pay, wages, hours of work and other conditions of employment as set forth herein.

Section 4:

The salary and all expenses of the arbitrator shall be borne equally by the parties.

Section 5:

The decision of the arbitrator shall be in writing and served upon the Company and the Union. The arbitrator's decision shall be final and binding. Under no circumstances shall an employee be made more than whole. No award of back pay shall exceed the amount of wages the employee would have normally earned, less any unemployment compensation or other earnings from any source that he or she received while not working for the Company (excluding wages from a part-time job that he or she held concurrently with the covered job).

Section 6:

If a time limit expires on a Saturday, Sunday or a day the Company's business office is closed, the time limit will be extended to the next business day.

ARTICLE 10 - PROBATIONARY PERIOD

Section 1:

An employee shall be on probation for the first ninety (90) calendar days of employment after the training period.

Section 2:

The probationary period shall constitute a trial period during which the Company will judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. However, the Company has the right to discipline a probationary employee for any reason. The discipline or judgment of the Company regarding a probationary employee will not be subject to the grievance and arbitration procedure.

Section 3:

The Company has the right to extend the probationary period up to an additional thirty (30) calendar days. The Company will notify the Union as soon as an employee's probationary period is extended.

ARTICLE 11 - SENIORITY

Section 1:

Seniority of operators shall begin on the date the operator starts revenue service. If more than one operator starts revenue service on the same date, seniority rank shall be determined by application date (*first to apply is senior*).

Section 2:

Seniority shall be established in accordance with the seniority list posted each month. The Company must be notified of any discrepancies to the list not later than fourteen (14) days after the list is posted or the list will be considered correct. The Union will receive a digital copy of the seniority list each month.

Section 3:

Seniority shall be broken by and all rights under this Agreement will be terminated upon:

- a. Discharge
- b. Resignation/Voluntary quit
- c. Layoff or absence of six (6) months
- d. Failure to return to work from layoff as provide in Article 7 – Layoff and Recall
- e. Failure to return to work after an approved leave of absence as provide in Article 14 - Leave of Absence
- f. Failure to report to work for two (2) consecutive workdays without properly notifying the Company prior to the operator's quitting time on the second day. Such action will be considered a voluntary quit unless it is proven that notification to the Company was beyond the operator's control due to the individual operator's medical emergency, and that notification was provided as soon as reasonably possible.

- g. Failure to return to the bargaining unit within ninety (90) days of the time the operator accepted a position with the Company outside the bargaining unit. This option may be exercised only one time.

Section 4:

Full time operators shall have preference over part time where seniority is a determining factor, except as specifically provided in the Agreement.

ARTICLE 12 - LAYOFF AND RECALL

Section 1:

When necessary to reduce the number of employees, seniority shall prevail: the least senior employee in the bargaining unit shall be the first to be laid off and so on up the list.

Section 2:

Recall will be by reverse order of layoff, that is, the most senior employee on layoff will be recalled first. The Company will notify the employee to be recalled by certified mail or telegram at the address on file with the Company. It shall be the sole responsibility of the employee to keep the Company informed of the employee's current address at all times. Any employee recalled to work must notify the Company of his or her intention to return to work within five (5) calendar days after receipt of the recall notice and must return to work within ten (10) calendar days after receipt of notice or forfeit recall rights and seniority under this Agreement. The ten (10) calendar days may be extended if mutually agreed in writing by the Company and the employee.

ARTICLE 13 - PHYSICAL EXAMINATION

Section 1:

The Company may annually and for just cause require an operator to undergo a medical examination to determine the operator's mental and physical fitness to perform his or her job, in addition to the Department of Transportation (DOT) required biannual physical. The Company shall pay for the cost of any required physical examination and drug/alcohol test. If not conducted during work hours, two (2) hours will be paid for the operator to take the physical examinations and drug/alcohol test provided for here and such time will be considered as time worked. Physical examinations and drug/alcohol tests will be conducted at a medical facility.

Section 2:

If such physical examination shows the operator to be incapable of performing his or her duties and said operator is not satisfied with the decision, the operator may, at his or her own expense, be examined by a physician of his or her own choice, who is a licensed medical doctor in the States of Virginia or Maryland or the District of Columbia. If the conclusion of the operator's chosen physician and the physician designated by the Company is at variance as to the operator's capability to perform the required work, then the two physicians shall choose a third physician, the cost of the third physician shall be divided equally between the Company and the operator, and a majority decision of the three physicians shall be considered final. The third physician must render a decision based on job related qualifying standards adopted by the Company and the Department of Transportation physical requirements. This paragraph specifically does not apply to drug and alcohol testing requirements.

ARTICLE 14 - WAGES

Article 14 – WAGES:

| Hires Dates | <u>Current</u> | <u>8/5/19</u> | <u>3/2/20</u> | <u>3/2/21</u> |
|-----------------|----------------|---------------|---------------|---------------|
| 7/1/21 | | | | \$22.25 |
| 7/1/20 | | | \$21.00 | \$22.75 |
| 3/2/19 | \$18.00 | \$19.80 | \$21.30 | \$23.05 |
| 3/2/18 | \$18.10 | \$19.95 | \$21.45 | \$23.20 |
| 3/2/17 | \$18.15 | \$20.05 | \$21.55 | \$23.30 |
| 3/2/16 | \$18.20 | \$20.15 | \$21.65 | \$23.40 |
| 3/2/15 | \$18.30 | \$20.30 | \$21.80 | \$23.55 |
| 3/2/14 | \$18.44 | \$20.49 | \$21.99 | \$23.74 |
| 3/2/13 | \$19.38 | \$21.48 | \$22.98 | \$24.73 |
| 3/2/12 | \$20.23 | \$22.38 | \$23.88 | \$25.63 |
| 3/2/11 | \$20.62 | \$22.82 | \$24.32 | \$26.07 |
| 3/2/10 | \$21.25 | \$23.50 | \$25.00 | \$26.75 |
| 3/2/09 | \$22.71 | \$25.01 | \$26.51 | \$28.26 |
| 3/2/08 | \$23.72 | \$26.07 | \$27.57 | \$29.32 |
| 3/2/07 | \$25.74 | \$28.09 | \$29.59 | \$31.34 |
| 3/2/06 | \$25.74 | \$28.09 | \$29.59 | \$31.34 |
| Before 3/2/2005 | \$26.34 | \$28.69 | \$31.19 | \$32.00 |

In lieu of retro pay, each non-probationary employee will receive a \$400 signing bonus contingent on ratification of this Agreement by August 17, 2019.

The above starting rates are minimums only. The Company will establish the starting rate, which shall not exceed the established rates in the CBA.

ARTICLE 15 - TRAINING PREMIUM

While actually performing training duties, an operator shall be paid \$1.50/hour above the operator's base rate. Training shall be defined as any work performed by an operator to facilitate the training of a prospective operator prior to the operator entering revenue service. These tasks could include riding with a prospective operator to observe the prospective operator's performance behind the wheel; driving a vehicle while prospective operators are passengers for the purpose of learning routes or runs or observing the driving skills of a revenue operator. The operator may be required to complete a trainee evaluation form in order to receive the Training Premium. Collisions that occur while a trainee is driving the bus will not be charged to the Trainer.

ARTICLE 16 - INDIVIDUAL PERFORMANCE INCENTIVES

Section 1:

The Company and the Union understand that operator performance is essential to the delivery of safe, reliable and quality transportation service. A number of incentive payments are provided in this Agreement to encourage operators to deliver this level of service.

Section 2:

Incentive payments will be earned during the evaluation period and will be paid not later than 30 calendar days following the close of the evaluation period. To receive any of the incentive payments the operator must be employed on the date the incentive is distributed.

Section 3:

The following Performance Incentives are available during the term of this Agreement:

ATTENDANCE BONUS All operators who have completed the probationary period will be eligible for an Attendance Bonus. The Attendance Bonus will be calculated at the end of July and the end of January of each year of the Agreement, for the prior six-month period. To be eligible for the Bonus, the operator shall have accumulated no more than five (5) attendance points during the six-month period. However, if an operator accumulates more than five (5) attendance points during the six-month period, but is able to earn back enough attendance credits to achieve a zero (0) balance at the end of the six-month period, the operator will be eligible for the bonus. The Attendance Bonus will be \$200 for full-time drivers and \$100 for part-time drivers. Additionally, operators with perfect attendance (zero (0) attendance infractions) during the six-month period, will receive the following additional bonus: \$100 for full-time drivers (\$300 total bonus) and \$25.00 (\$125.00 total bonus) for part-time drivers. Operators with less than six months service during the period will receive a pro rata portion of the Bonus payment.

SAFETY BONUS All operators will be eligible for a Safety Bonus after graduation from training. The Safety Bonus will be calculated at the end of July and the end of January of each year of the Agreement, for the prior six-month period. To receive the Safety Bonus, the operator will have no preventable vehicular accidents, no industrial accidents resulting from violation of safety procedures, and no moving violations during the six-month period. Moving violations will include all violations received, whether the operator is on duty or off duty, including private vehicles. The amount of the Bonus is \$250 for full-time operators and \$125 for part-time operators. Drivers with less than six months service at the date of evaluation will receive a pro rata portion of the Bonus payment.

ARTICLE 17 - INSURANCE

Section 1:

The Company will make available group medical insurance to each full-time employee on the first of the month following revenue service.

Section 2:

The Company will provide Kaiser DHMO, with the Flex option, so long as Kaiser offers the Flex option, to operators, and will offer other plan options as available from the Company's self-insured plans (currently MAP 1 and MAP 2). Beginning October 1, 2015 (enrollment September 2015), the Company will also offer a Kaiser HMO plan, so long as such a plan is available. The Company reserves the right to amend its self-insured plans, including discontinuing any of these plans, in its best judgment, but will continue to offer such plans on the same basis as it does to its other employees.

The Company will contribute 85% of the cost of Kaiser DHMO (Base Plan) or 85% of the cost of any other lower cost plan, and the participating employee will pay the balance of the cost. Further, the Company will contribute 77.5% of the premium cost of any offered plan that has a higher premium than the Kaiser DHMO plan, and the participating employee will pay the balance of the premium cost.

Section 3:

The insurance plans provided in this Article are subject to change each October 1 of the contract. If the increase in the Base Plan is 12% or less, the Base Plan will continue without

a change in benefit levels. If the Base Plan increases by more than 12%, the Company and Union will meet to discuss plan changes necessary to keep the premium increase to no more than 12%. If they do not reach agreement by the 21st day prior to October 1 of the plan year, an arbitrator chosen according to the selection procedure set forth in the Arbitration provision of this Agreement, will decide, in an expedited process, what changes to implement to keep the premium to not more than 12%.

Section 4:

The Company will make available group dental insurance to each full-time employee who participates in medical coverage as provide in this Article on the first of the month following the start of revenue service. The Company will pay 80% of the cost of dental insurance and the employee will pay the balance of the cost of dental insurance."

Section 5:

If the insurance plan selected by the employee does not provide for eye care, the Company will make available its Eye Care Program at no cost to employees for the employee-only coverage, with the option to buy additional levels of dependent coverage.

Section 6:

The Company will provide \$25,000 life insurance and \$25,000 accidental death and dismemberment insurance to each full-time employee operators, and \$12,500 life insurance and \$12,500 accidental death and dismemberment insurance to part-time operators who work an average of 20 hours or more per week and will pay 100% of the cost of such coverage. Employees may elect to purchase higher amounts of coverage through the Company at the employee's cost, according to the premium and increments offered by the Company. In addition, the Company will provide \$30,000 in coverage at no cost to the employee, if the employee is fatally injured in a motor vehicle accident while wearing a seat belt.

Section 7:

The Company will make available a short-term disability plan providing \$100 per week for a maximum of 26 weeks, to each full-time employee who has completed his or her probationary period, and will pay 100% of the cost of such coverage. Employees may elect to purchase higher amounts of coverage through the Company at the employee's cost, according to the premium and increments offered by the Company.

NOTE: The Company will conduct an Open Enrollment for insurance benefits with the intent that such changes will become effective October 1 of each year.

ARTICLE 18 - 401(k) PLAN

Operators shall be permitted to participate in the Company's 401(k) plan. Voluntary employee contributions shall be vested and matched in accordance with the Company's 401(k) plan on the same basis as the Company provides to other hourly employees. The basic terms of the 401 (k) plans are as follows:

- a. Full-time employees are eligible to participate in the plan within 30 days of the completion of training.
- b. The Company match will be 50% of the first 4% of employee salary provided that the employee has completed one year of service with First Transit. (1,000 hours of service in a 12-month period).
- c. The employee's contribution to the 401(k) is fully vested. First Transit's matching contribution is 25% vested after one (1) years, 50% vested after two (2) years, 75% vested after three (3) years and 100% vested after four (4) years.

ARTICLE 19 - PAY PERIODS

Section 1:

The workweek shall begin at 12:01 AM on Sunday and shall end at Midnight Saturday. Operators will be paid biweekly, with paychecks on alternate Fridays. Operators' checks shall be available for pickup by 10:00AM on the scheduled payday. An operator not scheduled to work on the scheduled payday, will be permitted to pick up his or her check on the preceding day. A pay shortage due to Company error in excess of \$50.00 in a pay period will be paid within seventy-two (72) hours of the date the Company is notified by the operator, (excluding Saturday and Sunday and holidays), unless the Company and the operator agree otherwise.

Section 2:

If any employee is overpaid and the Company seeks to recoup the overpayment, the Company and the Union will discuss the overpayment and negotiate a schedule for recoupment. If, after this negotiation, the Company makes a final determination that the employee was overpaid, and the Union objects to this final determination, then the Union may grieve the recoupment, and the Company will place the recoupment on hold while the grievance is processed.

ARTICLE 20 - BIDDING RUNS

Section 1:

The Union and the Company agree that keeping the same operators on the same work shifts is desirable to deliver quality service. Operators shall bid runs at least two (2) times per calendar year by seniority. The timing of the picks shall be set by PRTC/Omniride. The pick dates shall be for service commencing on the first Monday following the effective dates of schedule changes announced by the PRTC. All schedules will be developed by the Company, with input from the Union, with the aim of furnishing the best possible working conditions consistent with the most economical operation and traffic demands.

Section 2:

- Runs will be rostered and provided to the union (7) calendar days prior to posting for operators to review. Management agrees to meet with the Union, not less than three calendar days prior to posting, to discuss union input.
- Rosters will be posted for operators for (7) calendar days, after the (7) day review period has concluded.
- All run picks will be conducted by bid proxy. At the time of posting runs for operators, proxies will be provided to operators. After the (7) day posting period runs will be awarded utilizing the following process:
- Management will provide a schedule, based on seniority of days and times each operator will pick. Each operator is required to complete a proxy ballot containing, at least, the number of picks equal to their pick position on the day the operator is scheduled to pick. (i.e if an operator is 70th in seniority but picks in position 10 on the day they are scheduled to pick, they will submit a proxy with at least 10 choices marked)
- Day 1: The first 25% of operators, based on seniority, will submit proxies detailing their choices for available runs by 11AM. The Union and management will meet at 12PM to award runs based on seniority. Awarded rosters will be distinctively marked as "awarded" on the posted runs. Copies of the awarded proxy bid, signed by management and union, and a copy of the awarded roster will be available to the operator by 1PM on day rosters are awarded.
- Day 2: Follows the same procedure with the second 25% of operators based on seniority.
- Day 3: Follows the same procedure with the third 25% of operators based on seniority.
- Day 4: Follows the same procedure with the fourth 25% of operators based on seniority.

Section 3:

If both parties recognize and acknowledge an error during the run pick, the process may be stopped until the error is corrected, and then the process will resume.

Section 4:

If an assignment is vacant, it will be posted for bid selection within seven (7) calendar days. The union will receive notice of any vacant run prior to the posting. Bidding shall be conducted on a seniority basis. An operator who has been awarded an assignment in accordance with this Section will not be eligible to bid again under this Section until the next annual bid described in Section 1. The assignment which is vacated by the successful bidder on this Section shall be available for bid only by Extra board Operators and Vacation Board Extra Operators.

Section 5:

If an operator is not present for a bid or has not left an adequate number of proxies with the Company, it shall be the responsibility of the Union Designee to bid for the absent operator at that operator's scheduled pick time.

ARTICLE 21 - WORK WEEK, SCHEDULES AND OVERTIME

Section 1:

Work schedules showing each operator's shift, workdays and hours shall be posted at all times. Except for emergency situations, the Company shall inform the Union of any schedule changes.

Section 2:

Regular operators shall be scheduled to have at least two (2) days off each week. Eight (8) hours of time off shall be required between the end of the operator's work on one workday and the start of the operator's schedule for any other work on the next workday.

Section 3:

Operators' run pay shall include fifteen (15) minutes for the vehicle pretrip inspection, service time, and five (5) minutes for post trip duties. It is recognized that traffic and weather conditions in the service area may cause delays in completing assigned runs, therefore, operators will complete delay slips when these delays occur and will be paid for all properly documented delays. Late pull-outs beyond the operator's control will not be counted against the operator for purposes of discipline or eligibility for bonuses.

Section 4:

Overtime at time and one-half shall be paid for: (a) all work performed in excess of forty (40) hours per week, (b) Safety meetings shall be considered as time worked for the purpose of calculating overtime under subsection (a), and (c) work performed on an operator's day off if the operator completes all of his or her regularly scheduled work during the work week.

Section 5:

When an operator performs any work beyond the operator's scheduled workday, the operator will be paid continuous time for any gaps between the work. When an Operator's scheduled work has less than one hour between trips they shall be paid straight through. Example: If the first trip of a schedule ends at 08:15 and the second trip begins at 08:59 the Operator shall be paid straight through from 08:15 to 08:59.

ARTICLE 22 - EXTRA BOARD

Section 1:

Bid runs that become vacant shall be assigned in accordance with Article 20, Section 3.

Section 2:

Each Extra Board operator shall be guaranteed forty (40) hours of pay for (5) days worked (whether consecutively worked or non-consecutively) in the work week. Extra Board operators may be scheduled more than five (5) days in the work week. The guarantee shall be forfeited if the operator does not report and work as scheduled, or is absent for any reason during the week. The forty-hour guarantee shall be considered time worked for all purposes, including overtime. Any additional work performed on the sixth day shall be paid at the overtime rate. Additionally, stand-by time is considered time worked for all purposes, including overtime.

Section 3:

Extra Board operators called into work shall be guaranteed a minimum pay of three (3) hours for each call-in.

Section 4:

The daily Regular Extra Board shall be posted at 3:00 PM each service day. Known extra work includes trips added that are not scheduled. Operators who volunteer for known open extra work that will not be assigned to the Regular Extra-Board may bid such work by seniority up to 1:00 PM of the day before and if the work is not bid the Company may assign the work.

Section 5:

The Company may designate a number of posted Regular Extra Board positions as "Vacation Hold-Down" and operators will bid in seniority order to "Hold Down" vacations of one week or more. Vacation hold-down operators must cover all available vacation openings before working the Regular Extra Board. No Vacation hold-down operators can work from the Regular Extra Board until all vacation openings are covered. If a "Vacation Hold Down" operator does not have vacation to cover, he or she will work off of the Regular Extra Board in seniority order. Vacation hold-down operators cannot "bump" a Regular Extra Board operator from a current assignment or hold-down.

ARTICLE 23 - ACCIDENTS

Section 1:

Every accident or unusual incident, however slight, whether occurring on or near a bus, and all disturbances shall be fully, properly and completely reported by the employee in charge of the bus. The employee must immediately report the occurrence to the Company unless physically/mentally incapacitated due to the accident. Written reports shall be made and delivered to the Company prior to the completion of the involved employee's work day, unless the employee is physically/mentally incapacitated. Reports shall be prepared in conformity with the Company's rules and filed on report forms provided by the Company.

Section 2:

After submitting a proper report, any employee required to appear at the office or in court to provide additional information shall be paid for the time spent doing so. An employee who properly completes an accident or incident report shall be paid actual time at his or her regular rate of pay. Pay time for completing accident reports will be considered work hours.

Section 3:

The Union recognizes that accident prevention work is necessary to the operation of the Company's transportation system, and that safety programs, safety meetings and general accident prevention work are mutually beneficial to both the Company and the employees. The Union agrees that it will encourage its members to cooperate with the Company in all matters pertaining to safety.

Section 4:

Each operator's attendance will be required at safety meetings, unless previously excused by the Company or the employee is prevented from attendance because of his or her illness. In any event, prior notice to the Company is required.

Section 5:

Employees will be required to provide written authorization for the Company to obtain their driving records from the appropriate states or the District of Columbia Department of Motor Vehicles.

Section 6:

The Company and Union mutually agree that equipment and operational safety is a priority. Unsafe situations shall be reported to the Company by employees as soon as possible. The Company shall make every reasonable effort to resolve the unsafe situation. The Company recognizes that employees enjoy certain legal protections against operating unsafe equipment and that the Company may not discipline employees for properly exercising their legal rights.

Section 7:

A copy of all accident/incident reports must be given to the Union upon request. Additionally a copy of all reports and evidence relied upon by the Company relative to the accident/incident must be submitted to both Union and Operator involved in the Accident/Incident upon request.

ARTICLE 24 - ACCIDENT REVIEW BOARD

Section 1:

The Company will make the initial determination of the preventability of each accident. If the operator involved disagrees with the Company's decision, the operator may elect in writing to submit the accident preventability question to the Accident Review Board (ARB). Such appeal must be made within seven (7) calendar days of the date of the Company's preventability decision. The appeal case shall be scheduled within thirty (30) days of the appeal.

Section 2:

The Accident Review Board shall consist of two representatives of the Company, two operators designated by the Union, and an impartial chair selected by the Company and the Union. The Chair shall conduct all meetings of the Board and vote only in case of a deadlock. The Accident Review Board shall investigate all accidents submitted to the Board and render an opinion as to whether the accident was preventable or non-preventable.

Section 3:

An operator involved in an accident shall have the right to appear, with or without representation, before the Accident Review Board to present his or her case. Before the hearing date, Management will make available to the operator and/or their Representative any and all materials which management has relied on and may present during the Accident Review Board hearing. Likewise, before the hearing date, the Union will make available to the Company any and all materials that the Union may present during the Accident Review Board hearing.

Section 4:

The decision of the Accident Review is final and is not subject to the Grievance and Arbitration procedures of the Agreement.

Section 5:

In the event the ARB determines the accident was not preventable, any employee who has been removed from service as a result of the accident shall be made whole for lost wages. This provision shall not apply if the employee has received a positive drug test result. Any other concurrent, potential disciplinary action will be addressed as a separate matter and may affect any lost wage payment.

ARTICLE 25 - INJURY ON THE JOB

An employee injured on the job who is unable to complete his or her work for that day, shall be paid for the remainder of that workday as if the employee had actually worked. The employee must complete an injury report prior to the completion of the involved employee's work day, unless the employee is physically/mentally incapacitated due to the collision. The employer shall comply with the Virginia Workers' Compensation Act in all regards.

ARTICLE 26 - VACATION

Section 1:

Full time operators, upon completion of one year of revenue service, shall receive vacation with pay each year based on the operator's applicable hourly rate at the time the vacation is taken, as follows:

| YEARS OF EMPLOYMENT | VACATION |
|---------------------|-------------|
| After one year | Two weeks |
| After five years | Three weeks |
| After ten years | Four weeks |

Section 2:

To receive full vacation, an operator must work a minimum of 1040 hours of a 2080 hour vacation year (April 1 – March 31). The full amount of vacation is in accordance with the weeks per year as set forth in Section 1. Work days absent for paid vacation, paid personal days, paid holidays, paid funeral leave, paid jury duty, and FMLA will be counted as days worked for the purposes of this Article.

Section 3:

If a holiday occurs on an operator's chosen vacation day, the holiday will be paid according to the Holiday provisions of the Agreement in addition to the vacation pay for the week.

Section 4:

The vacation schedule for the following year shall be posted by February 1 and offered for bid by February 7, with bidding completed by February 28. Each operator will be allowed one bid in seniority order, during which time the operator may bid part or all of his or her vacation. Operators must bid at least one week during the vacation year. Vacation must be bid in full week increments and must start on Sunday and end on Saturday, including scheduled days off. Vacation may not be carried over to the next year; any vacation earned in the previous anniversary year and not used or cashed out by the following March 31 will be paid to the employee on the first payday following March 31 of each year. Any vacation not bid shall be selected on a first-come first-served basis, providing the requested week is available on the current vacation calendar.

Section 5:

Operators must bid the vacation to which they are expected to be due as of their anniversary date that falls during the vacation year of April 1 through March 31.

Section 6:

If an operator has at least two (2) weeks of vacation available at the bid, however, the operator must bid and take off at least one (1) week. Operators with two or more years of service will be permitted to request to use ten (10) days of vacation in increments of no less than one day. Such request must be made in writing at least forty-eight (48) hours before the requested day and will not be unreasonably denied.

Section 6(a):

Operators may cash out (2) weeks of vacation during the vacation year (after the anniversary date if the vacation has not been fully earned until then), payable in (1) week increments 5 days (40 hours). Vacation cash outs will not be granted as repayment for days the operator called out of work. Operators can be granted a vacation cash out over and above the two weeks allotted in this section under extenuating circumstances. Such accommodations are awarded at the discretion of management and will not be unreasonably denied.

Section 7:

An operator leaving the service of the Company will be paid for any earned vacation that has not been used, including vacation accrued since the most recent April 1. If at that time it is determined that the employee had been advanced vacation time, which had not yet been earned, and the Company seeks reimbursement, repayment or a deduction from the employee's final paycheck, the Company will notify the Union's Chairperson of the Company's desire to make the deduction. The Union and the affected employee will be afforded the opportunity to meet with the Company before the deduction occurs and receive an explanation of the deduction. However, if an operator leaves the service of the Company after having worked at least 1040 hours since the most recent April 1, that operator shall be paid out his entire unused vacation amount for the full vacation year.

Section 8:

The number of operators permitted to take vacation at any one time shall be determined by the Company with due regard to operational needs, however, the number will not be less than eight (8) operators each calendar week. Should the number of bargaining unit members exceed 160 full-time operators the number of operators allowed to be on vacation in each calendar week shall not be less than ten (10). Additionally the posted vacation calendar shall only reflect paid vacation, not any other absences such as LOA, FMLA, etc.

ARTICLE 27 - HOLIDAYS

Section 1:

Full-time operators who have completed their probationary period will be eligible for the following holidays:

- | | |
|-----------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr., Birthday | Veteran's day |
| Memorial Day | Thanksgiving Day |
| July Fourth | Christmas Day |

Section 2:

An operator who works on a holiday set forth in Section 1, above, shall be paid holiday pay, plus pay for all hours that the operator works on the holiday. An operator not scheduled to work on the holiday shall be paid holiday pay. Holiday pay shall be based on the operator's regular workday, at either eight (8) or ten (10) hours depending on whether the operator works a five-day or four-day workweek. If an operator is regularly scheduled on a four (4) day, ten (10) hour shift, holiday pay shall be based on the following:

- a. If the operator is scheduled to work on the holiday, the operator will receive eight (8) hours holiday pay in addition to the regular pay.

- b. If the holiday occurs on the operator's regularly scheduled day off, the operator will receive eight (8) hours holiday pay.
- c. If the operator would otherwise be scheduled to work on the holiday but service is not operated or the operator is forced off, the operator will receive ten (10) hours holiday premium pay.

A part-time operator's holiday pay will be four (4) hours, according to the same provisions as a full-time operator.

Section 3:

To be entitled to holiday pay on a holiday, an operator must complete a work assignment on both the operator's last scheduled work day prior to the holiday and his or her first scheduled work day after the holiday. An operator scheduled to work on a holiday who fails to report and perform such work shall not receive pay for that holiday.

Section 4:

The Company may operate Modified Service Days from time to time, including Columbus Day, the Day after Thanksgiving, Christmas Eve, New Year's Eve and President's Day, but may be asked to operate other days as Modified Service Days under its revenue contract. On these days, operators scheduled to work on a Modified Service Day will be required to work, with a guarantee of four (4) hours of pay. The Company will post the modified holiday work schedule at least seventy-two (72) hours before any Modified Service Day.

ARTICLE 28 - PERSONAL/SICK DAYS

Section 1:

- a. Full time operators who have completed one-year of service will be eligible for seven (7) paid Personal/Sick Days.
- b. Such days will be available for employees who have less than one (1) year of service as of April 1, for the following twelve (12) month period. For example, an employee hired on July 1, will be credited with the number of personal/sick days outlined in Section 1(a)-(c) to be available for use after July 1 of the following year.

Section 2:

Paid Personal/Sick Days will be paid in eight (8) hour increments. Paid Personal/Sick Days will be granted on a first come-first awarded basis. If more than one operator requests the same day off, not later than two weeks prior to the requested time off, the time off will be awarded based on seniority. Paid Personal/Sick Days will be awarded based on operational needs at the time. Paid Personal/Sick Days may be requested on shorter notice and will be granted strictly on a first-come, first awarded basis based on operational needs at the time. Paid Personal/Sick days scheduled in advance with Company approval will not result in an attendance occurrence. Paid Personal/Sick Days taken without advance approval will result in an attendance occurrence under the Company's attendance policy.

Employees have the option to cash out their personal/sick days for unscheduled leave,

Section 3:

Paid Personal/Sick Days that remain unused as of March 31, of each year, will be paid to the operator on his or her next scheduled paycheck.

Section 4:

Employees may not submit a request for an unpaid day off more than thirty (30) calendar days in advance of the desired day off. Requests for unpaid days off will be granted on a first-come first-awarded basis.

ARTICLE 29 - FUNERAL LEAVE

Section 1:

In the event of the death of a member of the immediate family of any operator, the operator shall be permitted to be absent with pay for three consecutive days. Members of the immediate family shall mean spouse or domestic partner, mother, father, or person who stands in the place of the parent, brother, or sister, mother-in-law, or father-in-law, children, step children and grandparents of the Operator.

Section 2:

The three consecutive days may be taken in one of the following ways: a) day before the funeral, day of funeral, day after the funeral; b) two days before the funeral and the day of the funeral; c) the day of the funeral and two days after the funeral. Operators may take off an additional two days before or after the funeral without pay and with Company approval. Pay for days lost will be at the operator's regular schedule, not to exceed eight (8) hours in the case of full time operators, and four (4) hours in the case of part time operators.

Section 3:

This section will apply to all full time and part time operators immediately upon graduation from training.

ARTICLE 30 - JURY DUTY

Section 1:

In the event a full-time operator is required to be present in a court, hearing, deposition, or any other place where that employee's absence could result in liability or culpability, that employee must notify the Company as soon as practicable. The employee, with documentation, will be released from work for the day without any adverse effects for the purpose of being present at the required place. If that employee has vacation time or personal days sufficient to cover the time away from work, then the vacation time or personal days may be used, so such time off will be with pay. If the employee lacks either vacation or personal time sufficient to cover the time away, then such time will be without pay.

Section 2:

If the employee's presence is required for jury duty, including petit juries or grand juries, the employee shall notify the company as soon as practicable and be paid for the hours necessarily absent from work each day with documentation. If, at the time of the jury duty, the employee's schedule requires them to work after 4pm, then that employee is required to contact their supervisor to determine whether or not to report to work that day, if they are released from jury duty before noon. If an employee does not normally work after 4pm, then that employee is not required to report their release from jury duty regardless of when released.

Section 3

When an employee who has been released from jury duty is notified that their run for the following day has been assigned to another operator, the returning operator will work "standby" for their regular schedule and report and work their normal scheduled hours.

ARTICLE 31 - MILITARY LEAVE

An employee enlisting or entering the military service of the United States, pursuant to the provisions of the Universal Military Training Act of 1967, as amended, shall be granted rights and privileges provided by the act.

ARTICLE 32 - LEAVE OF ABSENCE

Section 1:

Full time operators who have completed at least one (1) year of service will be eligible for a leave of absence based on business needs as determined by the Company. An operator desiring a leave of absence must submit a written request, stating the reasons for the request, to the General Manager. Such request must be submitted not less than fourteen (14) calendar days prior to the date the operator wants the leave of absence to begin, except in the case of extenuating circumstances. Leave of absence may be granted for up to thirty (30) days and may be renewed for an additional thirty (30) days upon written request to the Company. Leave of Absence for non-medical reasons may not exceed ninety (90) calendar days during the life of the Agreement. Request for a leave of absence will not be unreasonably denied.

Management shall respond in writing to a request for a leave of absence within two (2) business days. Operators will be permitted to use their vacation and/or personal time to cover the lost wages during a leave of absence.

Section 2:

Leave of absence for medical reasons will be governed by this entire Article. Leave of absence for medical reasons shall be granted by the Company upon the operator providing acceptable medical documentation to support the need for the leave. The Company may require medical approval from the Company appointed physician before the operator returns to work. Leave of absence for medical reasons may not exceed six (6) months during the life of the agreement.

Section 3:

All benefits shall cease to accrue or be payable while on leave of absence. Arrangements for payment of insurance premiums must be made prior to the effective date of the leave.

Section 4:

Any operator who accepts gainful employment on leave of absence will be deemed to have voluntary quit his or her job with the Company.

Section 5:

Any operator on leave of absence must confirm his or her return date with the Company no later than 12:00PM on the day prior to returning. For any leave in excess of thirty (30) calendar days, the operator on such medical leave of absence, who is able to return to full duty within the stated time limits, will be reinstated subject to passing all return-to-work requirements, including drug and alcohol tests, and training as directed by the Company, however, this requirement does not limit the Company from determining the fitness for duty of any operator.

Section 6:

Upon return from leave of absence, an operator will resume his or her position as if no leave had occurred, if the operator returns during the same bid period and there are at least thirty (30) days before the next scheduled bid. If thirty (30) calendar days or less remains until the next scheduled bid, the returning operator will work from the Extra Board according to the operator's seniority.

Section 7:

In the case of a layoff, an operator who would have been subject to layoff if he or she had not been on leave of absence shall return to work in the seniority rank order that he or she held prior to the leave of absence.

Section 8:

Operators shall be granted all rights and privileges provided by the Family and Medical Leave Act of 1993 (FMLA). The Company and the Union acknowledge that an absence under the FMLA will be part of the Leave of Absence provided under this Article. In the event an operator seeks a leave of absence according to the terms of the FMLA, the operator will be required to utilize all available paid time off according to the terms of the Agreement as part of such leave.

ARTICLE 33 - UNIFORMS AND OTHER EQUIPMENT

Section 1:

Operators are required to wear uniforms as directed by the Company. Upon commencement of revenue service, the Company will provide each operator with five (5) shirts, five (5) pairs of pants, one (1) jacket, and a tie, or an equivalent means of obtaining the required items. Uniform items damaged or worn out through normal wear and tear will be exchanged for another item.

Section 2:

When an operator leaves the employment of the Company, the operator must return uniform items, transfer punch and all other Company provided materials, and may be charged the value of items not returned.

ARTICLE 34 - PART-TIME OPERATORS

Section 1:

The following provisions of this Agreement shall be applicable to part-time operators, except as specifically provided otherwise:

- Preamble
- Recognition and Operator Cooperation
- Management Rights
- No Strikes/No Lockouts
- Check off
- Nondiscrimination
- Union Business
- Grievance Procedure
- Arbitration Procedure
- Probationary Period
- Seniority
- Layoff and Recall
- Physical Examination
- Operators' Wage Rates
- Training Premium
- Individual Performance Incentives
- Uniforms
- Pay Periods
- Workweek
- Accidents
- Accident Review Board
- Injury on the Job
- Holidays
- Discipline, Lates, and Missouts
- Uniforms
- Separability and Savings Clause
- Complete Agreement
- Duration of Agreement

Section 2:

Part-time operators shall accrue part-time operator seniority while so employed. A part-time operator who applies and is accepted for employment as a full-time operator shall for all purposes accrue full-time operator seniority from the date of his or her hire as a full-time operator. Part-time operator seniority shall apply only to the part-time group.

Section 3:

Part-time operators may bid and hold part-time operator shifts that shall be picked during the normal run bid.

Section 4:

Part-time operators may not be regularly scheduled for more than thirty-two (32) hours per week.

Section 5:

Part-time operators will work as assigned by the Company.

Section 6:

Part-time operators will be eligible for holiday pay on the same basis as full-time operators with four (4) hours of pay.

Section 7:

When a recall from layoff occurs, the Company will offer available part-time work to full-time operators first.

Section 8:

A full-time operator may elect to transfer into a part-time operator position during a general bid, and will be permitted to keep his or her full-time seniority date for bidding purposes among part-time operators. If the operator elects to bid back into a full-time operator position, he or she will go to the bottom of the full-time seniority list. A bid down may be exercised only one time.

Section 9:

For the purposes of determining "length of service" for part-time operators, 173 hours worked will be equal to one month of service.

Section 10:

Part-time operators shall be listed on a seniority list separate, and apart, from the seniority list maintained for full time operators.

ARTICLE 35 - DISCIPLINE, LATES AND MISS OUTS

Section 1:

The Company follows a progressive disciplinary policy. If an infraction, violation or operator action warrants, discipline may be initiated at any step of the program and may include termination for the first offense.

Section 2:

Except for safety related issues, disciplinary actions will not be considered in the determination of progressive discipline if such action is more than two (2) years old, and no similar infraction has been charged against the operator's record during those two (2) years.

Section 3:

Operators shall receive a copy of any commendation or discipline which the Company places in the operator's file. Unsubstantiated complaints will not be placed in the operator's file. The Union will receive a copy of all disciplinary actions at the same time the disciplinary

action is given to the operator. An operator may authorize the Union to receive copies of all information in the operator's file relevant to handling a grievance.

Section 4:

The Company shall inform an operator of the institution of disciplinary action within fifteen (15) calendar days of the infraction, unless the Company informs the Union that more time is needed to complete an investigation into a serious allegation or infraction. The Company shall meet with the operator for all suspensions and terminations. It is recognized that it is the right of the operator to request representation at any meeting between the Company and the operator if the operator reasonably believes that discipline may result.

Section 5:

The disciplinary actions that the Company may use are:

- a. Oral Warning – This is a discussion between the operator and the Company regarding an infraction of policies or work rules, documented in the operator's file.
- b. Written Warning – This is a formal written notice to the operator that has violated Company policies or work rules. This warning will have a discussion and counseling session to discover the cause for the infraction and to emphasize the importance of compliance with the Company policies and work rules.
- c. Suspension - A suspension is an involuntary absence from work for which the operator is not paid. The Union must be notified within 24 hours of issuance. Suspensions will proceed within 24 hours of such notice.
- d. Termination - A termination is an involuntary separation of employment of the operator. It is the last step in the progressive disciplinary program.

Section 6:

Due to the critical nature of providing reliable passenger transportation service, employees in the positions of Operators are subject to the following Attendance Policy and Disciplinary Action, based on a no-fault attendance point system. The point values are as follow:

| | |
|--|------------|
| Arrived Late for Scheduled Shift/Split, and Worked | ½ point |
| Arrived Late and Missed Straight and Did Not Work | 2 Points |
| Absence (Called-In), Straight | 2 Points |
| Absence (Called-In), AM or PM Split | 1 Point |
| No-Show, No-Call, Shift/Split | 4 Points |
| Removed from Service by Supervisor | 0 Points |
| Up to four (4) consecutive days call-out | 1/2 Point* |

*After four consecutive days inclusive of the initial day, employees will receive ½ point in addition to the 2 points assessed for the initial absence. For each additional four consecutive days off, employee will receive ½ point. Employees shall be required to call off each day of their absence except in instances where the employee has provided a return date on the date of the initial call-in. The Company will establish an e-mail account and/or a texting option for employee to notify the Company of call-offs.

For unscheduled leave, up to five (5) times per year, if an employee uses a PTO day and calls in prior to their report time, no points will be assessed.

In a situation where leave qualifies for FMLA protection, no points will be assessed.

Section 7:

Definitions:

OPERATOR

- a) Arrived Late for Scheduled Shift/Split, and Works occurs when a Driver/Operator is more than one minute late for a scheduled shift.
- b) Arrived Late for Scheduled Shift/Split and Did Not Work occurs when a Driver/Operator is more than five, but less than 30, minutes late and as a result does not cover their assigned shift.
- c) Absence (Called-In), Shift/Split occurs when time off has not been arranged 72 hours in advance of the absence, but employee has called-in prior to the shift to notify supervision of the absence.
- d) No Show, No Call, Shift/Split occurs either when a Driver/Operator fails to show for an assigned shift without calling to notify their Supervisor, or when an Operator arrives 30 minutes or more late for an assigned shift. Three consecutive workdays of "No Show, No Call" will result in termination.
- e) Removed from Service by Supervisor occurs when an operator who has reported to his or her shift fit-for-duty is later determined by the supervisor to be unable to continue to operate his or her vehicle in a safe manner.

In recognition of those Drivers/Operators who practice exemplary attendance, a system of applying credits for perfect attendance is also utilized. Any Driver/Operator who meets all timely arrival and other scheduled shift standards will be credited with a two (2) point reduction for each 30 calendar days of perfect attendance. These points will carry for a 12-month floating period, and in no circumstances will it result in a credit balance.

Paid Personal/Sick Days taken without advance approval will result in an attendance occurrence under the Company's attendance policy.

Time off for paid leaves, properly requested and approved under the Agreement, shall not result in attendance points.

Section 8:

The Progressive Discipline for attendance is as follows:

- a) Nine (9) points in any floating 12-month period - Oral Warning, discussion between the operator and the Company regarding the operator's attendance, documented to the operator's file. The operator must receive a copy of such warning and sign for such document.
- b) Eleven (11) points in any floating 12-month period - Written Warning, Formal written notice to the operator. The warning must include a discussion and counseling session with the operator to emphasize the importance of regular attendance. The operator must receive a copy of such warning and sign for such document.
- c) Thirteen (13) points in any floating 12-month period - Final Written Warning. The operator must receive a copy of such warning and sign for such document.
- d) Fifteen (15) points in any floating 12-month period constitute automatic termination.

ARTICLE 36 - SEPARABILITY AND SAVING CLAUSE

If any part of this Agreement should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any part should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such part to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any part of this Agreement is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties shall enter into immediate collective bargaining, upon the request of the Union or the Company, for the purpose of resolving any issues created by such holding during the period of invalidity or restraint. If the parties do not agree to resolve said issues created, either shall be permitted all legal economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.


ARTICLE 37 - COMPLETE AGREEMENT

This Agreement as written contains the entire existing Agreement between the parties and neither party shall be bound by any statement, representation, agreement or stipulation made prior to the execution hereof and not set forth herein or any subsequent side agreement or addendum unless reduced to writing and signed by both parties to this Agreement. All items not specifically described in this Agreement remain the prerogative of the Company. During the life of this Agreement, neither party shall have the right to require the other to enter into any negotiations, on any subject not referred to in the Agreement, except by mutual agreement, and with respect to those subjects referred to in this Agreement only as to the interpretation and application of such item as may be required by law.


ARTICLE 38 - DURATION OF AGREEMENT

This Agreement shall be effective March 2, 2019 to and including March 2, 2022, except as changes, amendments or supplements may be mutually agreed during its term and reduced to writing. This Agreement shall be automatically renewed from year to year thereafter, unless either party gives written notice of a desire to modify, amend or terminate same at least ninety (90) days but not more than one hundred and twenty (120) days prior to the expiration date of any anniversary date thereof.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, INC., AFL-CIO, VIRGINIA COUNCIL 20, LOCAL 3001, Chap. 3398P AND FIRST TRANSIT, INC.



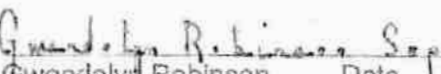
David Van Fossen Date
First Transit
Region Vice President



Andrew Washington Date
Executive Director, AFSCME Council 20



Todd Johnson Date
First Transit
General Manager



Gwendolyn Robinson Date
AFSCME Local 3001
Chapter Chair