

**Collective Bargaining Agreement**  
**between**  
**AFSCME Local 3001, AFL-CIO**  
**and**  
**National Express Transit Services Corp.**  
**Arlington Transit**

**January 1<sup>st</sup>, 2017 – December 31<sup>st</sup>, 2019**

## TABLE OF CONTENTS

		Page
Article 1	Preamble	2
Article 2	Recognition and Employee Cooperation	2
Article 3	Management Rights	2
Article 4	Grievance Procedures	4
Article 5	Arbitration	5
Article 6	Probationary Period	6
Article 7	Seniority	6
Article 8	Lay Off and Recall	7
Article 9	Union Business	7
Article 10	Check Off	8
Article 11	Non-Discrimination	8
Article 12	Leave of Absence	9
Article 13	Military Absence	9
Article 14	Physical Examinations	10
Article 15	Accidents	10
Article 16	Accident Review Board	11
Article 17	Jury Duty	11
Article 18	Work Week, Schedules and Overtime	11
Article 19	Picking Runs	12
Article 20	Extra Board	12
Article 21	Part-Time Operators	13
Article 22	Wage Scale	14
Article 23	Insurance	14
Article 24	401(K) Plan	14
Article 25	Sick Leave	14
Article 26	Bereavement	15
Article 27	Vacation	15
Article 28	Holidays	16
Article 29	Discipline, Miss Outs and Lates	16
Article 30	No Strikes/No Lockouts	17
Article 31	Separability and Saving Clause	18
Article 32	Complete Agreement	18
Article 33	Injury on the Job	18
Article 34	Duration and Termination	19

## ARTICLE 1

### Preamble

This Agreement is entered into by and between National Express Transit Services Corp. (Company), the operator of the Arlington Transit in Arlington, Virginia, and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3001, (herein "the Union"). In operation of the Arlington Transit, both parties agree as follows:

The purpose of this agreement is to provide the best possible service to the public, to provide the best possible working conditions for the members of the bargaining unit, and at the same time to have due regard for the economic operation of Arlington Transit by the Company. The Agreement also has as its purposes the promotion of harmonious relations, equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 2

### Recognition and Employee Cooperation

Sec. 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.

Sec. 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.

Sec. 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. Where the Company and the union have different roles, they agreed to enter into this collective bargaining agreement and they have also created a shared commitment to do everything within their respective powers to enforce the Company's rules and regulations through advice and example in order to maintain the highest quality and standard of work. The Company and the union further agree that the Company's employees have a duty of loyalty to conduct themselves individually and collectively so as to reflect favorably on the business, improve the public standing of the Company and promoted the Company's business.

Sec. 4 Both parties mutually agree to meet and treat with each other through properly accredited officers or committee in an orderly manner at mutually agreeable times as to any questions or grievances.

## ARTICLE 3

### Management Rights

Sec. 1 All management functions and responsibilities which are not expressly modified or restricted by

a specific provision of this Agreement are retained and vested exclusively in the Company including without limitation:

1. The right to establish and administer policies and procedures related to the customer relations, training, operation, services and maintenance of the Company;
2. to direct and schedule the work force,
3. the Union recognizes the rights and prerogatives of the Company to hire, promote, to reprimand, suspend, discharge or otherwise discipline employees for cause;
4. to determine the number of employees and the duties to be performed within the normal scope of transit operations;
5. to maintain the efficiency of employees;
6. to establish, expand, reduce, alter, consolidate or abolish any job classification, department, operation or service;
7. to determine staffing patterns, staffing levels and areas worked;
8. to control and regulate the use of vehicles, supplies, equipment and other property owned or leased by the Company;
9. to determine the number, location and operation of divisions, departments and all other units of the Company;
10. to determine the assignment of work, the qualifications required and the size and composition of the work force;
11. to discontinue, reorganize or combine any department, branch or unit of operations with any consequent reduction or other changes in the work force;
12. to introduce new or improved vehicles, methods or facilities regardless of whether or not the same cause a reduction in the work force;
13. to make or change Company rules, regulations, policies and practices provided the same do not conflict with the terms of this Agreement;
14. and otherwise generally to manage the Company, attain and maintain full operating efficiency and optimum customer relations, and direct the work force.
15. The right to change or introduce new technology, including but not limited to, GPS, Zona, DriveCam, on board cameras (including CCTV), and/or time recording tools and to utilize evidence obtained from such technology in administering discipline.

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 its employees.

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

Sec. 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 preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Sec. 3 All work rules shall be furnished to the Union and posted ten (10) working days before becoming effective. The Company agrees to furnish each employee in the bargaining unit with a copy of all existing work rules within one (1) working day after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

**Sec. 4. New Technology.** The Company and the Union recognize the importance of improving the Company's competitive edge by reducing costs, increasing efficiency and enhancing safety measures. The parties further recognize that technological advances, tools and equipment are used in the industry to increase operational efficiency, enhance the quality of delivery of services to the customer and improve overall safety which includes technology available in transportation industries.

The parties agree that the Company shall have the right to unilaterally introduce and use technological advances, tools and equipment including, but not limited to, GPS, Zonar, DriveCam, on board cameras (including CCTV), and time recording features. The Company shall provide the Union with at least 14 days' advance notice prior to implementing any such technologies to provide the Union an opportunity to meet and discuss the technology.

The parties recognize and agree that the implementation and use of GPS, Zonar, DriveCam, on board cameras (including CCTV), time recording features, and other technology tools may result in the discipline or discharge of employees when the evidence from such technology tools supports or establishes just cause for disciplinary action. The parties agree that in any case in which the Company takes disciplinary action against an employee relying solely or in part upon such technological tools, the Union reserves the right to grieve any such discipline under the just cause standards of the parties' collective bargaining agreement.

The parties further agree that tampering with or disabling any technological tool may be grounds for discipline up to and including immediate discharge.

#### **ARTICLE 4**

##### **Grievance Procedures**

**Sec. 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.

**Sec. 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.

**Sec. 3** Grievances meeting the above definition shall be handled in the following manner:

**STEP ONE** The Grievance must be submitted in writing to the aggrieved employee's supervisor, or designee, not later than 14 calendar days (excluding Saturday, Sunday and Contractual Holidays) 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 Chief Supervisor, or designee, shall respond to the Union Representative whose name appears on the grievance, with a copy to the grievant, within 14 calendar days (excluding Saturday, Sunday and Contractual Holidays) of receipt of the grievance.

**STEP TWO** If the grievance is not satisfactorily adjusted in STEP ONE, and the aggrieved employee wishes to process the grievance further, said grievance must be filed with the Operations Manager, or designee, within 14 calendar days (excluding Saturday, Sunday and Contractual Holidays) immediately following the day on which

the decision of the Supervisor was made. The Operations Manager, or designee, shall respond in writing to the Union within 14 calendar days (excluding Saturday, Sunday and Contractual Holidays) following receipt of the step two grievance.

Suspensions of three (3) or more work days or terminations shall be commenced at STEP THREE

STEP THREE If the grievance is not resolved at STEP TWO, and the grievant wishes to process it further, it may be appealed to the General Manager, or designee, within 14 calendar days (excluding Saturdays, Sundays and recognized holidays) of the date of the company's answer in step two. Within 14 calendar days (excluding Saturday, Sunday, and recognized holidays) after the appeal is filed, a meeting to consider the grievance shall be held. The Company will give an answer in writing within 14 calendar days (excluding Saturday, Sunday and recognized holidays) after the meeting, unless agreed to by both parties.

STEP FOUR Should the Company's STEP THREE answer be unsatisfactory to the Union; the Union shall refer the matter to mediation. The Union shall notify the Company of its intent to proceed to mediation under this Step within 14 calendar days after receipt of the Company's STEP THREE answer. Following this notice, the Union shall promptly request the FMCS to appoint a mediator to hear the grievance. The Company and Union shall use best efforts to promptly schedule a mutually convenient mediate date for the grievance.

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

Both Parties mutually agree that hand delivery of the above material is acceptable.

In the case of all references to time limits involving calendar days, if the final day falls on a Saturday, Sunday or Holiday when the Company's local business office closed, the last day of the time limit shall be the next business day.

## ARTICLE 5

### Arbitration

Sec. 1 After a demand for arbitration has been made, the Union shall apply to the Federal Mediation and Conciliation Service within 14 calendar days (excluding Saturday, Sunday and Contractual Holidays) from the date the Union-initiated arbitration, for a list of seven (7) qualified arbitrators. The parties shall confer within 21 calendar days (excluding Saturday, Sunday and Contractual Holidays) following receipt of the list of arbitrators for the purpose of striking name from the list. The parties shall strike names for the list alternately and the Union shall strike first. The arbitrator remaining after each party has had three (3) strikes shall be named the arbitrator for the grievance.

Sec. 2 Unless both parties agree on a different procedure, only one issue may be submitted to the arbitrator in any one hearing.

Sec. 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, of this Agreement and supplements or appendices thereto relating to the rates of pay, wages set forth herein.

**Sec. 4** The salary and all expenses of the arbitrator shall be borne equally by the parties.

**Sec. 5** The decision of the arbitrator shall be in writing and served upon the Company and the Union. If the Company and the Union agree to a decision prior to the arbitrator's decision, they reserve the right to do so at any step of the arbitration process. However, once the arbitrator has submitted his/her ruling, 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.)

In the case of all references to time limits involving calendar days, if final day fall on a Saturday, Sunday, Holiday or a day when the Company's local business office is closed, the last day of the time limit shall be the next business day.

## **ARTICLE 6**

### **Probationary Period**

**Sec. 1** An employee shall be on probation for the first ninety (90) calendar days of employment after the training period.

**Sec. 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 including discharge any probationary employees for any reason and such action shall not be subject to the grievance and arbitration procedures of this Agreement. The judgment of the Company regarding a probationary employee's qualifications will not be subject to the grievance and arbitration procedure. New employees will be subject to all other provisions of this Agreement unless specifically excluded.

**Sec. 3** The Company has the right to extend the probationary period up to an additional thirty (30) days. The Company will notify the Union of any such extension prior to the expiration of the initial probationary period.

## **ARTICLE 7**

### **Seniority**

**Sec. 1** Seniority of employees shall begin on the date of his or her training period. If more than one employee starts revenue service on the same date, seniority rank shall be determined by the date and time the employee's application was submitted to the Company.

**Sec. 2** Seniority shall be established in accordance with the seniority list posted each six (6) months. 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.

**Sec. 3** Seniority shall be broken by:

- (a) Discharge
- (b) Resignation/Voluntary quit
- (c) Layoff in excess of twelve (12) months
- (d) Failure to return to work from layoff as provided in Article 8 - Layoff & Recall.
- (e) Failure to return to work after expiration of an approved leave of absence as provided in Article 12 - Leave of Absence.

- (f) Failure to return to the bargaining unit within ninety (90) days of the time the employee accepted a position with the Company outside of the bargaining unit.

Sec. 4 Full time operators shall have preference over part time operators for purposes of voluntary holiday run picks.

Sec. 5 In the event of an operator transferring into the location from another Veolia location, the operator will be placed at the bottom of the seniority roster with benefits and salary in accordance with the operator's years of service with Veolia as it relates to this collective bargaining agreement (CBA).

## ARTICLE 8

### Layoff and Recall

Sec. 1 When necessary to reduce the number of employees, seniority shall prevail. The least senior employee in the bargaining unit shall be first to be laid off and so on up the list.

Sec. 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 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 the recall notice or forfeit recall rights and seniority under this Agreement. The ten (10) calendar day period may be extended if mutually agreed in writing by the Company and the employee.

## ARTICLE 9

### Union Business

Sec. 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, providing seven (7) calendar 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.

Sec. 2 The Company agrees to provide a 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 official Union Representatives or Shop Stewards are permitted to post bulletins or notices on the bulletin board.

Sec. 3 Union shop stewards and executive board members, and delegates to conventions called in accordance with Union's governing body's constitution, shall receive work credit for time lost on union business up to seven (7) days per year for purposes of determining eligibility for safety and safe driving bonus awards, and for purpose of determining vacation eligibility.

Sec. 4 Visits by Union Representatives. The Company agrees that the Staff Representative from the American Federation of State, County and Municipal Employees, shall have reasonable access to the premises of the Company for the purpose of observing the application of this Agreement, union business, and adjusting grievances. These activities must be conducted during regular working hours and may not interfere with the work of the employees. Additional union representatives may participate in labor meetings with management provided notification was provided to the Company.

The representatives or designees shall notify the General Manager before any visit and must observe all posted Company and safety rules while on the Company's premises.

#### Article 10

##### Check-off

Sec. 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, Local 3001, not later than the 15<sup>th</sup> day after the 1<sup>st</sup> 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 deduction upon thirty (30) days' notice.

Sec. 2 The Company agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.).

Sec. 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 11

##### Non-discrimination

The Company is unequivocally committed to equal employment opportunity. It is our policy to recruit, hire, train, and promote individuals as well as administer any and all human resources actions, without regard to race, color, religion, creed, age, sex, national origin or ancestry, marital status, sexual orientation, status as a disabled or veterans, or status as a qualified individual with a disability in accordance with applicable laws. The Company will not tolerate any discrimination and any form of discriminatory action is prohibited and subject to disciplinary action up to and include termination.

At the Company, the importance of diversity in the workplace is acknowledged and we actively believe that equal opportunity is achieved by affirmative action.

Therefore, the Company will actively seek and employ individuals of all races, religions, and national origins in all areas of the work force. We also undertake specific efforts to assure that all employees are developed and given responsibilities consistent with his/her ability and potential.

## ARTICLE 12

### Leave of Absence

Sec. 1 Full time employees who have completed at least one (1) year of service will be eligible for a leave of absence. An employee desiring a leave of absence must submit a written request, stating the reason or reasons for the request, to the General Manager. Such request must be submitted not less than thirty (30) calendar days prior to the date the employee wants the leave of absence to begin, except in the case of an extreme emergency. Leave of absence will not be unreasonably rejected. Leave of absence may be granted at the discretion of the Company, but will not be unreasonably rejected.

Leave of absence may be granted for up to *thirty (30) days, and maybe renewed for an additional fifteen (15) days* upon written request to the Company. Leaves of Absence for non-medical reasons and other leaves of absences may not exceed forty-five (45) calendar days.

Sec. 2 The Company and the Union will comply with the Family and Medical Leave Act. Upon return to work from leave under FMLA guidelines by or before its expiration, the employee will be returned to the same position held prior to the leave or in one which is equivalent in pay and benefits and terms of employment.

Sec. 3 All benefits shall cease to accrue or be payable while on leave absence. Arrangements for payment of insurance premiums must be made prior to the effective date of the leave.

Sec. 4 Any employee who accepts gainful employment on leave of absence will be deemed to have voluntarily quit his or her job with the Company.

Sec. 5 Any employee on a leave of absence must confirm his or her return date with the Company no later than 2:00 p.m. on the day prior to returning. An employee will not be scheduled to return to work until any required physicals, substance abuse testing or driving tests have been completed. An employee who fails to return from a leave of absence on his or her scheduled date of return will be considered a voluntary quit, except in the case where notification is not possible due to circumstances beyond the employee's control. Failure to accept an offered position shall be deemed a voluntary quit. In circumstances deemed beyond the operator's control as used in this Section, the Company shall not be obligated to offer the employee a position or rescind the voluntary quit if the employee fails to contact the Company or fails to return from leave within 30 calendar days if the leave took place out of the country or 10 (ten) calendar days if the leave took place within the country regardless of the reason for the delay. The Company reserves the right to require proof that the leave took place outside the country where the employee states that this is the case.

Sec. 6 Upon return from leave of absence, an employee will resume his or her position as if no leave had occurred, if the employee returns during the same bid period. If a new bid has occurred the employee will work from the bottom of the extra board until the next bid. If sixty (60) or more calendar days remain on the bid, the operator will have the right to bump-in based on his or her seniority.

Sec. 7 In the case of a layoff, an employee 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.

Sec. 8 Employees shall be granted all rights and privileges provided by the Family and Medical Leave Act as amended. In the event an employee seeks a leave of absence according to the terms of the FMLA, the employee will be required to utilize all available paid time off according to the terms of the Agreement as part of such leave, except that the employee may elect whether to use paid vacation time to receive pay during the FMLA leave.

## ARTICLE 13

### Military Leave

The Company acknowledges the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1964 (USERRA) and Veterans Reemployment Rights (VRR) statute as amended, and shall comply with its provisions applicable to employees.

## ARTICLE 14

### Physical Examination

The Company may annually and for just cause require an employee to undergo a medical examination to determine the employee'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 or drug or alcohol test. Two (2) hours will be paid for the employee to take the physical examinations and drug and/or alcohol test provided for here, and such time will be considered as time worked. Physical examinations and drug/alcohol test will be conducted in accordance with DOT regulations. Physical examinations and drug/alcohol test will be conducted at a medical facility.

If such physical examination shows the employee to be incapable of performing his or her duties and said employee is not satisfied with the decision, the employee may, at his or her own expense, be examined by a physician of his or her own choice, who is a licensed medical doctor. If the conclusion of the Company is at variance as to the employee's capability to perform the required work, then and in that event the two shall choose a third physician and the cost of the examination of the third physician shall be divided equally between the Company and the employee, 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 testing results.

## ARTICLE 15

### Accidents

Sec. 1 Every accident or unusual incident, however slight, whether occurring on or near a coach, and all disturbances shall be fully, properly and completely reported by the employee in charge of the coach. The employee must immediately report the occurrence to the Company unless medically incapacitated due to the accident. Written reports shall be made and delivered to the Company prior to the completion of the involved employee's day's work, unless the employee is medically incapacitated. Reports shall be prepared in conformity with the Company's rules and filed on report forms provided by the Company.

Sec. 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 time spent doing so. Time used by the employee to complete accident forms shall be considered paid time and time worked for all purposes, provided that the Company reserves the right to verify the time expended if it exceeds one hour and occurs outside the employee's paid work day. If an employee is required by the Company to attend court or a meeting related to an accident or incident or disturbance at a time when the employee is not scheduled to work, then the employee shall be paid for time spent traveling to and attending the court proceeding or meeting. Additionally, this time shall be considered time worked for all purposes including calculation of eligibility for vacation and bonus.

Sec. 3 The Union recognizes that accident prevention work is necessarily incident 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 its employees. The Union agrees that it will encourage its members to cooperate with the Company in all matters pertaining to safety.

Sec. 4 Each operator's attendance will be required at safety meeting, 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.

Sec. 5 Employees will be required to provide written authorization for the Company to obtain their driving records from the appropriate states and the District of Columbia Departments of Motor Vehicles.

Sec. 6 If an employee is incapacitated after an accident and is unable to complete his or her work that day, the employee shall be paid for the remainder of that work day as if the employee had actually worked.

**Sec. 7** An employee will be paid his or her scheduled time missed as the result of missing scheduled time while waiting for the results of a drug and/or alcohol test if the test is negative.

## **ARTICLE 16**

### **Accident Review Board**

**Sec. 1** The Company will make a written determination of the preventability of each accident within fourteen (14) days of each accident, and immediately deliver such determination to the employee charged. If the Company determines within the above time frame that the accident was preventable, the employee may elect to appeal this determination by filing a written notice of appeal within seven (7) days of receipt of the determination.

**Sec. 2** The Accident Review Board shall consist of two representative of the Company, two members of the Union Safety Committee as designated by the Union, and an impartial chair jointly selected by the Company and the Union. The Chair shall conduct all meetings of the Board and vote only in case of a dead-lock. The Accident Review Board shall be empowered to investigate all accidents and take direct testimony from any individual with direct knowledge of the accident, including the operator, and render a binding decision as to whether the accident was preventable or non-preventable, and make recommendations as to actions that might be taken to reduce future accidents.

**Sec. 3** Any 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.

**Sec. 4** The decision of the Accident Review Board is final and is not subject to the Grievance and Arbitration procedures of this Agreement.

## **ARTICLE 17**

### **Jury Duty**

In the event a full-time employee is required to serve on a duly constituted jury, the employee shall be paid for the hours necessarily absent from scheduled work each day, less jury fees received by the employee. The employee must immediately notify the Company of any jury notice.

An employee who is released from jury duty two (2) hours or more prior to the end of the employee's work day must contact the employee's supervisor to determine whether or not to report back to work that day. All time spent on jury duty shall be considered time for worked for purposes of bonus and vacation eligibility only.

## **Article 18**

### **Work Week, Schedules and Overtime**

**Sec. 1** Work schedules showing employees' shifts, work days, and hours shall be posted at all times. Except for emergency situations, the Company shall inform the Union of any schedule changes.

**Sec. 2** Regular operators shall be scheduled to have at least two (2) days off per week. Extra Board operators may have a six (6) day work week.

**Sec. 3** Regular operators shall be paid overtime at time and one-half for: (a) all work performed in excess of forty (40) hours in any work week; and (b) work performed on the regular operator's day off if the employee completes all of his or her regularly scheduled work during the work week.

**Sec. 4** If an employee is asked to work in excess of his or her regular or assigned shift and reassigned shift and

reassigned within one (1) hour, the employee shall be paid straight through at the applicable rate. If there is a break of more than one (1) hour, the employee shall be paid a minimum of two (2) hours.

Sec. 5 If an operator is asked to work a different run than that which the operator normally works, the Company shall pay that operator an additional hour above that which the run normally pays or which ever run is greater plus one hour. If an operator is asked to come from home to work, the operator will be paid two (2) hours above that which the run he or she was asked to work pays. However, if an operator requests ten hours off, and does not report back to work until 10:00 a.m., he or she will not be paid from 5:00 a.m. but pay shall start at 7:00 a.m. and the two additional hours will be deducted from his or her assigned run guarantee.

Sec. 6 In the even that there are insufficient volunteers to sign up for work on a holiday assignment will be made in reverse order of seniority with the least senior employee being assigned before more senior employees.

Sec. 7 Stand-by operators shall be guaranteed a minimum of two (2) hours of pay, regardless of whether they receive any work.

Sec. 8 Once the Company designates time as overtime, this overtime shall be assigned according to seniority.

## ARTICLE 19

### Picking Runs

Sec. 1 Operators shall pick runs every three (3) months and at other times as required by the Company, by seniority.

Sec. 2 Schedules to be picked shall be posted at least five (5) calendar days in advance of the pick and a copy shall be provided to the Union.

Sec. 3 If a run falls open for thirty (30) calendar days or less between picks, it will be offered to the extra board for operation on as a hold-down. If a run opens for more than thirty (30) days, it shall be posted for picking as a permanent vacancy for anyone to pick. There will be only one mini pick that will occur under this provision.

Sec. 4 If an operator is not present for a pick, it shall be the responsibility of the designated Union Representative to pick a run for the absent operator.

Sec. 5 The Company will pay the Union Representative assisting with the pick, for the actual hours spent doing the nm-pick, but in no case will the Company deny the Union Representative the opportunity to be made whole for that day's work.

## ARTICLE 20

### Extra Board

Sec. 1 Bid runs becoming open for periods of thirty (30) calendar days or less between bid dates shall be worked as hold-downs by the extra board. An extra board operator working a hold-down shall be considered a regular operator during the period of the hold-down.

Sec. 2 Each extra board operator shall be guaranteed thirty-seven and one-half hours (37.5) hours of pay per work week. The work week for extra board operators may consist of six (6) days. The guarantee shall be forfeited if the operator lays off or is absent for any reason beyond the control of the Company. An extra board operator called into work will guaranteed two (2) hours of pay.

Sec. 3 The next day's board of open assignments shall be posted by 2:00 PM.

Sec. 4 An extra board operator who works a late piece of work will not be required to show up or report back to

work until at least ten (10) hours have elapsed since the late work was completed. Refer to Article 18, Section 5.

Sec. 5 In the event of a day and night board, the contract will open for negotiations concerning this issue.

Sec. 6 Extra board operators' overtime pay shall be defined as all work performed in excess of forty (40) hours in any week.

## ARTICLE 21

### Part-time Operators

Sec. 1 The following provisions of this Agreement shall be applicable to part-time operators:

Recognition and Employee Cooperation

No Strike/No Lockout

Management Rights

Grievance Procedure

Arbitration Procedure

Probationary Period Union

Business

Check-off

Nondiscrimination

Layoff

Physical Examination

Accidents

Accident Review Board

Discipline

Overtime

Operators' Wage Rates

Uniforms

Vacations

Separability and Savings Clause

Complete Agreement

Duration and Termination

Sec. 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.

Sec. 3 Part-time operators shall be paid for all time during which they are required to perform any duties and shall receive a minimum of two (2) hours' pay for any assignment, except that when a part-time operator is given more than one (1) assignment, he or she shall be paid a minimum of two (2) hours or shall be paid for the work time and the intervening time between the assignments, whichever is less. Part-time operators shall not be eligible for any other time or pay guarantees, allowances, or for penalty pay.

Sec. 4 Part-time operators may work not more than twenty (20) hours per week.

Sec. 5 Part-time operators will work as assigned by the Company.

Sec. 6 Part-time operators will be eligible for holiday on the same basis as full-time operators with four (4) hours of pay.

Sec. 7 A full-time operator subject to layoff may elect to bump a part-time operator.

Sec. 8 A full-time operator may elect to transfer into an open part-time operator position.

This option may only be exercised one time.

Sec. 9 For the purposes of determining "length of service" for part-time operators, 173 hours worked will be equal to one month of service.

## ARTICLE 22

### Wage Scale

Hourly wage rates in effect as of (date of ratification), will be increased as follows:

Year 1 (1/1/17)		Year 2 (1/1/18)	Year 3 (1/1/19)
\$20 or Above	3%	3.25%	3.50%
\$19.00	3%	3%	3.25%
\$18.00	3%	3%	3%
Below \$18.00	2%	2%	2%

## ARTICLE 23

### Insurance

Sec. 1 The Company will make available group insurance to all full-time employees who have completed ninety (90) days of employment.

Sec. 2 The cost of group health insurance will be split 80% Company and 20% employee. The employee's contribution will be by payroll deduction.

Sec. 3 Future increases are to be divided at the same 80% - 20 % split established in Section 2 and the employee's contribution will be made by payroll deduction.

Sec. 4 (a) Life Insurance and Accidental Death and Dismemberment Insurance will be provided by the Company. The benefit amount is \$10,000. (b) The Company shall make available to all employees at the employees' cost short term disability insurance.

Sec. 5 The Company agrees to consult with the union before making any changes to the benefits mentioned in this Article. The Company will make the union aware of alternatives it is considering to seek the union's advice and comment before any final decisions are made.

## ARTICLE 24

### 401 (K) Plan

The Company will make available its national 401 (k) plan to employees on the same basis as the plan is provided to other eligible employees, recognizing that from time to time changes may be made and proper legal notice will be provided to all eligible employees of such changes.

## ARTICLE 25

### Sick Leave

After completion of the probationary period, each employee may earn eight (8) hours of sick leave per quarter, for a total of four (4) days of sick leave for the first year of employment and ten (10) hours of sick leave per quarter for every year thereafter to be used for the employee's illness. Sick leave will be paid on the first work day missed for the first three occurrences a year and beginning with the second work day missed for the fourth and all subsequent occurrences. Unused sick leave may be paid out at the end of the year.

ARTICLE 26

Bereavement

Sec. 1 In the event of the death of a member of the immediate family of any employee, the employee shall be permitted to be absent with pay for three (3) consecutive day. Members of the immediate family within the meaning of this provision shall mean spouse, mother or father, brother or sister, mother-in-law or father-in-law, brother-in-law or sister-in-law, children or step-children, and grandparents.

Sec. 2 An excused absence of up to three regularly scheduled workdays may be taken by an employee in the event of death of his or her immediate family member, provided that such days are taken within ten days from the date of the funeral.

Sec. 3 Compensation during a bereavement leave will be at the employee's regularly scheduled base rate pay. Only paid time off for bereavement leave shall be considered time worked for purposes of establishing eligibility for vacations. Bereavement time will not count as hours worked in computing overtime.

Sec. 4 Employees must provide proof of death and relationship in order to take advantage of this article. If the family member's death occurs outside the United States, no proof of death or relationship is required. The Company reserves the right to require proof that the Employee was out of the country (e.g. stamped passport) at the time employee seeks leave under this Article before paying any bereavement leave.

Sec. 5 When requesting bereavement leave, the employee must submit a leave request when practicable.

ARTICLE 27

Vacation

Sec. 1 The Company grants vacation time to all eligible employees. All full-time employees earn annual vacation as follows:

<u>Service Requirements</u>	<u>Vacation Earned on Anniversary Date</u>
1 year of service	40 Hours
2-4 years of service	80 Hours
5 or more years of service	120 Hours

Part time employees will receive pro-rata share.

Sec. 2 To be eligible for any vacation, the employee must have worked not less than 100 days (or 800 hours) during the prior anniversary year. To be eligible for the full vacation, the employee must work at least 200 days (or 1600 hours) during the prior anniversary year. Vacation will be prorated for an employee who works 100 to 200 work days (or 800 to 1600 hours) during the prior anniversary year.

Sec. 3 There will be a vacation bid in December of each year. Employees eligible for vacation will be expected to take at least five (5) continuous days each year. Bidding will be done based on seniority. Employees who are eligible for more than ten (10) days of vacation may bid multiple weeks during the bid. The Company agrees that a designated number of employees will be allowed to be on scheduled vacation each week.

Sec. 4 Employees with more than one (1) week of vacation must take at least five (5) days consecutively. The balance of the vacation for any one year may be taken in increments of no less



than one (1) day. The balance of vacation may be scheduled with prior approval throughout the year by the Operations Manager.

Sec. 5 When requesting vacation, employees must submit a leave request to the Operations Manager at least seven (7) days in advance. Once the leave request has been reviewed by payroll and the department manager, the employee will be notified of the decision. In cases where employees request and are not eligible for paid vacation time, employees may take unpaid vacation days with the approval of the Operations Manager.

Sec. 6 All unused vacation days will be cashed out in December, each year.

Sec. 7 Vacation time cannot be accumulated from year to year. Vacation time must be used completely during the year that the employee is eligible for it.

## ARTICLE 28

### Holidays

Sec. 1 The following holidays are recognized by the Company: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Sec. 2 Holiday pay for full-time operators shall be eight (8) hours or what the run pays, whichever is greater.

Sec. 3 An employee required to work on a recognized holiday shall be paid holiday pay in addition to pay for actual hours of work for that day. Holiday hours are not credited as worked for purposes of overtime calculation.

Sec. 4 In order to be eligible for holiday pay, the employee must have completed his or her work assignment on both the employee's last scheduled work day prior to the holiday and his or her first scheduled work day following the holiday. This obligation will be deemed satisfied as long as an employee is given a run or placed on standby on both his or her last scheduled work day prior to the holiday and his or her first scheduled work day following the holiday. An employee scheduled to work on a holiday who works his or schedule on that holiday or who is given a run on that holiday or who is placed on standby on that holiday shall receive holiday pay for that holiday. An employee scheduled to work on a holiday who fails to report and perform such work shall not receive pay for that holiday.

Sec. 5 Employees of the Muslim faith may elect to exchange celebrating all Fitr (Eid) as a holiday in lieu of Christmas Day. This election must be made in December at the time vacations are selected. For purposes of this agreement, the dates for the exchange of Christmas Day shall be determined by the employee of the Muslim Faith.

Sec. 7 The Company will post the holiday work schedule at least seventy-two (72) hours before any holiday on which the Company does not operate the level of service normally scheduled for the day of the week the holiday will be recognized by the Company.

Sec. 8 When the holiday falls within an eligible employees vacation, the may elect to extend the vacation period by one day or may retain that vacation day for later use.

## ARTICLE 29

### Discipline, Lates and Miss Outs

Sec. 1 As a general rule, the Company follows a progressive discipline program. However, if the Company determines that the seriousness of the infraction, violation or employee action warrants, discipline may be initiated at any step of the program, including termination.

Except for safety-related issues, disciplinary action 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 employee's record during such two (2) years.

Employees shall receive a copy of any commendation or discipline which the Company places in his or her personnel file. Unverified passenger complaints will not be placed in an employee's personnel file. The Union will receive a copy of a discipline. A driver may authorize the Union to receive copies of all information in his or her personnel file relevant to grievance handling.

The Company shall inform an employee of the institution of disciplinary action within a reasonable time from the infraction. A reasonable time shall not exceed fifteen (15) days unless the company informs the Union that more time, not to exceed an additional seven (7) days, is needed to conduct an investigation into an allegation of a serious infraction.

Sec. 2 Normal disciplinary measures which the Company may use are:

- (a) Oral Warning - This is a discussion between an employee and the Company regarding an infraction or policies or work rules.
- (b) Written Warning - This is a formal written notice to the employee that he or she has violated the Company's policies or work rules. This warning is usually accompanied by a discussion and counseling session to discover the cause for the infraction and to emphasize the importance of compliance with the Company's policies and work rules.
- (c) Suspension - A suspension is an involuntary absence from work for which the employee is not paid.
- (d) Termination - Termination is an involuntary absence separation of the employee. It is the last step in the progressive discipline program.

Sec. 3 A "miss out" or "unexcused absence" is defined as the failure to report for a work assignment regardless of the cause without first being given prior approval. Being "late" is defined as the failure to report to work at the operator's assigned report time. If an employee anticipates not being able to report to work at the assigned time, the operator must contact a supervisor or dispatcher immediately. It is the employee's responsibility to notify a supervisor or dispatcher by telephone or voicemail whenever they are going to be late or absent and to advise a supervisor or dispatcher when they expect to return to work. Following these steps does not excuse them from the absence. The operator will be subject to the progressive disciplinary process as described in this CBA unless the absence is excused. Only absences with written prior approval or in cases of extreme emergency or illness with written documentation will be considered excused.

Sec. 4 Any employee that is out for three (3) or more consecutive days must provide the Company with a doctor's note stating the reason for the absence and the employee's fitness to return to work. This documentation must be provided in order to return to work. Absences covered under this clause will not be counted as a miss or unexcused.

## ARTICLE 30

### No Strikes/No Lockouts

Sec. 1 It is recognized that the Company and its employees are obligated to perform an essential public service, and that this service must be continuously performed to the fullest extent. If for any reason, performance of duties involves undue difficulty, members of the Union will not cease work but will immediately address the matter in an orderly way as provided in this Agreement.

Sec. 2 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 of settling any dispute between the employees or the Union and the Company. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, picketing, refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing.

However, this restriction shall not be applicable to the Union in the event of a refusal by the Company to arbitrate any dispute which is arbitrable under this agreement, or in the event of a refusal by the Company to comply with provisions of any arbitration award issued by an arbitrator to which the Company and the Union have submitted a dispute.

No lockout of employees shall be instituted by the Company during the term of this agreement.

Sec. 3 The Union recognized that in the event of a work action, as described in Sec. 2 above, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work. The Union will make public statements in the mass media urging employees to immediately return to work.

Sec. 4 Any employee who violates the provisions of this Article may be disciplined up to and including termination. Such discipline shall not be subject to the Grievance and Arbitration provisions of this agreement.

#### ARTICLE 31

##### Separability and Saving Clause

In 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 be 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 be 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 resource in support of its demands notwithstanding any provision in this contract to the contrary.

#### ARTICLE 32

##### 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 nay 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 this 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 terms as may be required by law.

#### ARTICLE 33

##### Injury on the Job

An employee injured on the job who is unable to complete his or her work that day, shall be paid for the remainder of that work day as if the employee had actually worked.

Employee must complete an injury report prior to the completion of that day's work. An employee injured on the job who is unable to complete his or her work that day, shall be paid for the remainder of that work day as if the employee had actually worked.

Employee must complete an injury report prior to the completion of that day's work or as specified in reports covered by Article 15 of this Agreement if the circumstances warrant.

## **ARTICLE 34**

### **Duration and Termination**

This agreement shall be effective from January 1, 2017 through December 31, 2019, 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 give 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 & MUNICIPAL EMPLOYEES, VIRGINIA PUBLIC EMPLOYEES  
LOCAL 3001, CHAPTER 3398A & ARLINGTON TRANSIT, NATIONAL EXPRESS TRANSIT SERVICES CORP

J. Crawford

Judith Crawford  
CEO Transit, National Express  
Arlington Transit - National Express

A. ABRAHIM

Abraham Alfaith  
Chapter 3398A Chair, AFSCME Local 3001

Edgar deJesus

Edgar deJesus  
Administrator  
AFSCME Virginia Local 3001

Date: 12/5/2017

Date: \_\_\_\_\_

