

LOCAL 689, AMALGAMATED TRANSIT UNION

AND

DIAMOND TRANSPORTATION SERVICES, INC.

COLLECTIVE BARGAINING AGREEMENT

**ARTICLE I
GENERAL PROVISIONS**

1.01 Purpose of the Agreement and Term

The parties establish the following provisions in order to accomplish service under the agreement between Diamond Transportation Services, Inc. ("Diamond Transportation" or the Employer") and the Washington Metropolitan Area Transit Authority ("WMATA") according to the terms and requirements of that contract and to establish wage and other conditions of employment. ~~This Agreement does not modify the contract between Diamond Transportation and WMATA.~~ The Agreement shall be in full force and effect from the date of January 1, 2017 until midnight on the date of December 31, 2019, and will remain in force without change from year to year thereafter unless either party notifies the other no less than sixty days prior to the last day of the agreement that it wishes to modify or terminate the agreement.

1.02 Recognition

Diamond Transportation recognizes Local 689, ATU as the exclusive representative for purposes of establishing wages, hours and other terms and conditions of employment for all full-time and regular part-time employees, including dispatchers, lead dispatchers, lot attendants, utility workers, maintenance clerks, operators, reconciliation clerks, road supervisors, and trainers employed by the Employer on its WMATA contract at its current locations in Lorton and Springfield, Virginia; but excluding all confidential employees, guards, dispatch supervisors, human resources clerks, managerial employees, office clerical employees, professional employees, quality assurance manager, supervisors, as defined by the National Labor Relations Act, and all other employees.

1.03 Management Rights

Management retains the right to operate its business in light of management's own judgment and experience. Areas of management's rights include, but are not limited to the selling, merging, consolidating or leasing of the businesses, or any part thereof; determining the amount and nature of service to provide, the locations, facilities, processes, vehicles, and equipment to utilize; determining the number of employees in each classification by creating, eliminating or merging positions, subcontracting work; hiring new workers; scheduling work; determining the number of hours per day and per week; establishing the qualifications of new employees, and, if necessary, administering tests for such purposes; establishing, revising or eliminating, policies, qualifications, rules and procedures for existing employees, which shall not be unreasonable; and directing, supervising, disciplining or dismissing employees for just cause.

Management will, in exercising its rights, adhere to all terms of this agreement and failure to exercise some or any of its rights will not constitute a waiver or abdication of those rights.

1.04 WMATA Contract Requirements

Notwithstanding any term of this agreement, Diamond Transportation, Inc. is authorized to adopt, implement or abide by a directive of WMATA, which is pursuant to the terms of the contract between WMATA and Diamond Transportation. In the event that WMATA changes its requirements so as to require new duties or other operations, which are not contemplated by or are inconsistent with the terms of this agreement, then the agreement will be modified by the parties so as to allow full compliance with the WMATA contract or other requirements. The Employer will notify the Union as soon as it learns that such changes will or may be adopted by WMATA and the parties will notify each other of changed circumstances as well. In turn, the parties will meet as promptly as possible to establish such new or amended provisions as may be required. Any dispute over contract revisions or additions which may be needed to accomplish compliance with WMATA requirements but cannot be agreed upon voluntarily will be obtained through binding arbitration on an expedited basis, utilizing the procedure set forth under "Arbitration." Until such time as the matter is resolved in arbitration, the employees will comply with any directive by the Employer, which it deems necessary for compliance with the WMATA requirements. Under no circumstances is an Arbitrator empowered to alter any obligation that the Employer has under its WMATA contract or revisions or additions thereto.

1.05 No Discrimination

There will be equal opportunities for all workers and no discrimination by either party on the basis of race, gender, religion, ethnicity, age, citizenship or national origin, disability, sexual orientation or other protected category and the parties agree to abide by all applicable state and federal laws pertaining to such discrimination.

ARTICLE II LABOR-MANAGEMENT RELATIONS

A. The parties agree to work in good faith to resolve differences and will meet as necessary for this purpose and also regularly on a pre-scheduled basis, at least quarterly, to discuss issues of general mutual interest. The Employer will give reasonable advance notice to the Union of any planned material modifications in rules or operating procedures, which will affect bargaining unit members.

B. The Union, the Employer, and its employees agree that all employees will conform to the rules and regulations of the Employer; that they will operate their vehicles carefully and with the utmost regard at all times for the care of the equipment, the safety of themselves and of the passengers and the public in general; that they will at all times give the riding public courtesy and respectful consideration and treatment, and that they will protect the property of the Employer and promote its interest.

C. Employees of the Employer and officials of the Union shall, in all matters pertaining to this Agreement, take into consideration that the transportation business is a public

service, and that the safety and good will of the general public, including the patrons of the transportation service, are of primary importance.

D. Employees will be treated with respect and dignity and will not be disciplined except in a private and confidential setting, with a reasonable opportunity to obtain union advice and representation.

ARTICLE III UNION MEMBERSHIP, BULLETIN BOARDS, STEWARDS, ACCESS

A. Diamond Transportation will implement payroll deduction on behalf of such employees who authorize in writing withholding from their paychecks such dues and assessments or contributions to an official ATU political action fund. Diamond Transportation shall remit promptly to the Union all such money withheld and shall provide monthly the names of bargaining unit members (along with current contact information if requested for a particular employee) and indicate those from whom payment is made, including classification and amount (if any) withheld from each paycheck during the preceding month. The Union shall indemnify the Employer and hold it harmless against any and all claims, suits or other forms of liability, as well as the reimbursement of attorney's fees and costs, arising from the obligations and actions taken under this paragraph.

B. The Employer will request from WMATA its approval to allow the Union access to a bulletin board at each of its facilities. Upon WMATA's approval, the Union will be provided with a bulletin board at each location covered by this Agreement. Where possible, separate postings for lot personnel will be allowed. The Union shall use the board to include messages of general interest to union members. All postings shall be approved and initialed by a Union Officer. The Bulletin Board may not include offensive or slanderous information about Diamond or its management personnel or anyone else and the Union will remove any such material when requested by Diamond Transportation.

C. Bargaining Unit members will be granted leave when needed to perform Union duties. However, requests for such leave shall be made by designated Union officials and in writing, with reasonable notice (one (1) week, except in cases of genuine emergency). The number of those for whom leave is requested shall be limited to no more than two (2) persons unless more are needed due to the nature of the event, in which case the number and times will be calculated to minimize the impact on service operations, including using break times if possible.

D. Up to two (2) bargaining unit members shall be designated by the Union in writing as "shop stewards" who will be expected to assist bargaining unit members when needed. Only one shop steward who is on released time will provide assistance at one time. The shop stewards will not be compensated by the Employer and will punch out when performing such duties. To the extent possible, such duties will be performed during or after the shop steward's shift so as not to interrupt the Employer's operations. The shop Steward may advise and assist members who wish to grieve but will not encourage frivolous grievances.

E. Union leave time will not be paid by the Employer, unless taken in connection with a labor-management meeting and the time is arranged by the Employer to suit the Employer's scheduling requirements.

F. Upon reasonable notice and with approval by the Employer, which will not be unreasonably withheld, the Union will be granted access to the Employer's premises. The Union will be granted reasonable access to determine that the Agreement is being observed and for the adjustment of grievances with the Employer or to conduct union meetings (limited to members covered by this agreement and union officers) provided that a room can be made available without disrupting ongoing business activity. With respect to Employer's Lorton location (Hill Park Court), the Union officials will enter the facility at the office entrance and notify the General Manager or designee of their arrival before meeting with employees or engaging in other business. With respect to the Springfield facility (Industrial Road), the Union officials will notify the General Manager or designee by telephone before entering the facility and before meeting with employees or engaging in other business. At both locations, Union officials shall follow the same sign in procedures as WMATA officials. The Union officials will not disrupt or interfere with service operations, will not loiter or linger unnecessarily. General Union membership meetings will not be held at the Employer's locations.

ARTICLE IV PROBATIONARY PERIOD

All new employees or employees who are promoted to a new bargaining unit position shall serve a probationary period of ninety (90) calendar days, excluding time lost for sickness and other leaves of absence. The Employer may discipline or discharge any probationary employee and such discipline or discharge shall not be subject to the Grievance-Arbitration procedure.

ARTICLE V SENIORITY

Seniority will be based on continuous service from date of hire as a Diamond employee. When hire dates are the same, seniority will be based upon the employees' social security numbers. The employee with the lowest last four (4) digits will have greatest seniority. The seniority list will be comprised of only full-time employees.

ARTICLE VI REDUCTION IN FORCE, UNPAID LEAVE AND TRANSFER

A. If it becomes necessary to reduce the workforce, the employee in the classification affected with the least Employer seniority will be laid off first. When the work force is increased, employees are to be returned to work in the reverse order in which they were laid off by classification.

B. An employee who has been placed on layoff shall be given notice of recall via certified mail by the Employer to the employee's last address on file with the Employer. The

employee must respond to such notice within seven calendar (7) days after receipt of notice, and return to work as directed in the notice. In the event an employee fails to comply with the preceding times, the employee shall lose all seniority rights under this Agreement and be considered to have voluntarily quit. If, after twenty-four (24) months of being placed on layoff, an employee has not been recalled, the employee will lose their seniority and will be removed from the recall list.

C. An employee may be allowed an unpaid leave of a reasonable period. Personal leaves are granted by the Employer and are not subject to the Grievance-Arbitration procedure. Routes will not be held while an employee is on leave in excess of four (4) weeks. Operators accumulate seniority while on personal leave but are responsible for all payments, including employee and employer contributions to the health plan, for the duration of the leave. The Employer will assign the returning operator who has been absent in excess of four weeks to an open run.

D. When an employee transfers from one department to another, they will retain their Company seniority and may bid on an open position. However, an employee may not return to their previous position from a management appointment after forty-five (45) days from the date of the transfer, but may take an open position.

ARTICLE VII SHIFT DESIGN AND SELECTION BY BIDDING

A. Operators shall select their regular work assignments (including hours of work each day and days off each week) by seniority, at least every six months during the contract period, and more often at management's discretion.

B. Unless scheduled to work part-time, non-operators will be scheduled to work 40 hours each week.

C. The parties will meet at least two weeks before each Operator work selection so as to determine whether or not each operator assignment meets the contractual requirements, and will conduct the work selection jointly, with employees selecting promptly, in seniority order during non-work hours. In the event that any scheduled assignments must be temporarily modified for a week or more, the Union will be notified and consulted in order to attempt to accomplish the changes in an equitable manner. However, management retains the right to modify schedules temporarily when necessary.

D. The Employer may, in its discretion, change the operators' routes, as well as the days and hours of the routes to respond to operational needs, WMATA and/or OCC's (Operational Control Center) direction, or in an attempt to distribute work equitably.

E. If an Operator reports to work for their assigned run on time and the run is gone, the Operator will be reassigned to another run and will be paid for actual hours worked. If a new run(s) become available, or if a run is vacated, outside of the general bidding process described in paragraph A, the Employer can fill such routes at its discretion until the next scheduled bid.

F. Each assignment shall include at least 40 hours each week, with the following exceptions and limitations: 1) Any employee who agrees, in advance, to work three days of 12 hour shifts each week, is exempt from the 40 hour guarantee. 2) Any employee who agrees, in writing, to work part-time or on an as-needed basis is exempt from the 40-hour guarantee. The total number of assignments described in 1) and 2) shall be no greater than 25% of the total number of drivers. To the extent that the total number of exempt assignments are fewer than 25% of the total number of operators, a sufficient number of assignments will be designated as "non-guarantee" so as to equal 25% of the total number of operators.

G. Those operators who select Guaranteed runs shall receive no less than 40 hours' pay for each workweek in which they perform their assigned duties or are ready and able to perform their duties. If work hours are reduced or canceled by the employer or through changes made by WMATA, Diamond will give the operator an opportunity for such additional work as may be required to make up 40 hours of pay, at the earliest reasonable opportunity, but in no case later than six weeks from the date that hours are reduced. If replacement hours are not offered within six weeks, the employee will be paid the amount necessary to total 40 hours for the week that hours are reduced (unless the employee has declined extra work already offered). Any such payment will be made at the Operator's regular rate and those hours paid will not count as hours worked for overtime purposes.

H. All overtime hours worked or offered in the six weeks after the Guarantee has not been met will count toward the Guarantee. The Employee shall receive one and a half hours of credit for each overtime hour worked or offered in the six (6) week make-up period. For example, if an Operator is scheduled to work 40 hours in week one and is provided only 37 hours of work, but works or is offered 42 hours in week two, the Employer will have satisfied the guarantee in weeks one and two.

I. In the event that there is a natural disaster or similar emergency or WMATA determines for its own business reasons to cancel service for one (1) or more days in any six (6) week period, the guarantee shall apply for no more than eight hours in such period, at which point the guarantee shall no longer apply.

J. The six (6) week make up period will be extended for the number of weeks that the Operator was unavailable to work, in whole or in part, because they were on leave (sick, personal or union). For example, if the Operator is scheduled to work 40 hours in week one and is provided only 37 hours of work, but the Operator is unavailable for eight hours in each of weeks two and four, then the six week period will cover weeks three (3) and weeks five (5) through nine (9).

K. The Employer will satisfy the guarantee if it regularly schedules or offers the required overtime hours in the six (6) week make up period. The Employer will satisfy its guarantee if the Operator rejects, or otherwise does not work, the overtime hours for any reason.

L. In the event that the Company has advance notice that overtime is required, beyond assignments required for hours make-up to accomplish a guarantee, it will be offered to those who are on a monthly volunteer list, which shall operate on a rotating basis beginning in seniority order. If there are insufficient volunteers, drivers may be compelled to work overtime, in reverse seniority order.

M. Operators absent due to illness or injury will be permitted to bid if they provide the Company with a release from their physician to return to unrestricted duty no later than the date the new bid becomes effective. Notwithstanding the foregoing, the Company retains the right to send any employee to a doctor of its choice to determine fitness for duty.

N. The Company will make every effort not to extend the driver's manifest beyond their capabilities. There may be extenuating circumstances that could result in the driver returning to the garage after the scheduled end time.

O. All employees are required to provide the Company with their current phone number, cell phone number, street address, and email address. The Company will have satisfied its obligation to offer hours to the employees if it attempts to contact the employee via one of the contacts, as well as text message, or via schedule or in-person communication.

ARTICLE VIII DISCIPLINE

Discipline and discharge will be given only for just cause. The existing Employer rules are reasonable, and the parties are aware that some rules and disciplinary standards are governed by WMATA, which may be modified from time to time. However, the Union reserves the right to disagree where application of the rules is without just cause. In the event that an employee violates valid Employer rules or is otherwise subject to discipline, the following procedure shall follow:

A. No employee shall be disciplined until after the Employer has completed an investigation of the matter. The investigation will generally include an interview of the employee after the employee has been informed of the allegations. In circumstances such as, but not limited to, awaiting post-incident drug and alcohol test results, or an accident investigation, an employee may be removed from active duty without pay, or reassigned to non-driving duties, without pay, pending investigation. An employee may also be suspended at the direction of WMATA. Should the employee be cleared of any wrong-doing he/she may be eligible for backpay. However, if said removal or suspension was directed by WMATA, in writing, or taken pursuant to WMATA policy, the employee will not be eligible for backpay.

B. The Employer will complete its investigation within ten (10) business days after any Employer's official knew or should have known of the conduct which is the basis of the charge against the employee. For purposes of this agreement, "business day" is defined as Monday through Friday, exclusive of holidays set forth in the holiday section. The time for investigation may be extended by mutual agreement or due to the incapacity of the employee to attend or participate in an interview. Neither party will refuse a reasonable request for extension.

C. Upon completion of the investigation, the employee and Union shall be given a precise written statement of: 1) the discipline imposed; 2) the conduct which gave rise to discipline; and 3) any rules or regulations relied upon by the Employer in determining the discipline. The Employer can supplement its statement at a later time.

D. Upon request, an employee who is subject to an investigatory interview can request that a shop steward be present at said interview. The shop steward shall not instruct an

employee to not cooperate or answer questions during the investigatory interview. Should the employee refuse or fail to meet, to provide a written report or answer questions, he/she shall be subject to termination.

E. When an employee has been removed from service and required to undergo retraining, it will be scheduled expeditiously so as to minimize the amount of time lost from work, but the employee shall not be compensated until retraining is complete.

ARTICLE IX GRIEVANCE PROCEDURE

A. A grievance is a complaint by a member or by the Union concerning the administration or application of this agreement. Before a grievance is filed, the grievant or union official will confer over the issue with a management official. A grievance must be filed within ten (10) business days of the date that the grievant knew or should have known of the act contested by the grievance unless the date is extended, by written agreement, in the pre-grievance conference.

B. A grievance must be in writing, signed and dated, must set forth the nature of the complaint in a way, which can be reasonably understood by the person to whom the grievance is presented and include a suggested remedy for the grievance. The Union may supplement a pending grievance at any time prior to its final resolution.

C. If the Employer fails to answer or take action within the time limits set forth in the Agreement, the grievance shall be deemed granted. If the grievance is not filed, appealed, or noticed for arbitration in a timely manner, it will be considered dropped.

D. STEP ONE - Any grievance will be delivered to the General Manager's office. The General Manager or designee (if the General Manager is unavailable during the time period covered by Step One) shall meet with the Union and, if the Union and Employer agree, the Grievant as well, within ten (10) business days of the date that the grievance is filed, to attempt to resolve the grievance. If the grievance is not settled, the General Manager, or designee, shall answer in writing within ten (10) days of the date of the meeting.

E. STEP TWO - The Union may appeal any grievance which is not resolved at Step One by delivering an appeal to the Employer's Regional Manager in writing no later than ten (10) business days after receiving the answer at Step One or the date that the answer should have been given. The Employer's Regional Manager or the Union President (or their designees) may request to meet about the grievance. If requested, such meeting shall be held no longer than ten (10) business days after the appeal is delivered. The Employer's Regional Manager or his designee shall answer the grievance in writing no more than ten (10) business days after delivery or, if a meeting is held, after the meeting.

**ARTICLE X
ARBITRATION**

If the Union notifies the Employer in writing by letter delivered no more than 40 business days after receiving the Step Two grievance answer, or the date that the answer should have been given, of its desire to arbitrate a grievance, the following procedure will apply.

A. Within five (5) business days, the Union shall request from the American Arbitration Association a list of seven (7) neutral arbitrators experienced in resolving collective bargaining disputes. The parties shall promptly select from the list by the method of alternate striking (the first to strike to be determined by lot) until a single name remains. That person will shall serve as Arbitrator over the grievance.

B. Cost of Arbitration. All fees and expenses of the Arbitrator shall be borne equally by the parties except where one of the parties to the Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. Each party shall pay any and all expenses for their own representatives and witnesses.

C. Arbitrator's Authority. The Arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the authority to make such binding awards subject to the constraints of this agreement.

The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the aggrieved employee(s). The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or modifications thereto or any Agreements made supplementary hereto or substitute his discretion in cases where the Employer is given discretion by this Agreement. The Arbitrator is empowered to award such remedies as he or she may determine. In disputes where a grievant has lost time from work, the arbitrator may make the employee whole, including backpay and lost benefits and restored the employee's seniority. Any backpay award shall be reduced by any sums received as unemployment compensation, from interim employment, and/or by such amount as the Arbitrator deems reasonable if he/she finds that the employee failed to mitigate damages. The Arbitrator may not award emotional distress or punitive damages.

**ARTICLE XI
NO STRIKE/NO LOCKOUT**

During the period of this Agreement, there shall be no strikes, sympathy strikes, stoppages, boycotts, slowdowns, picketing, reduction in work standards, or other interferences with the operation of the Employer and/or its customers (all of which are hereinafter referred to as "strikes").

A. No officer or representative of the Union shall authorize, instigate, aid or condone any strikes, and no employee shall participate in any strike. The Employer may, in its sole discretion, discipline or discharge any employees who engage in a strike.

B. In the event that any employee or group of employees in the bargaining unit engage in any activities herein prohibited, the Union agrees that, upon being notified by the

Employer, it will take immediate action and direct such employee or group of employees to cease such activity and resume such work immediately. The resumption of work shall not preclude the Employer from exercising its right to discipline or discharge said employee(s).

C. There shall be no lockouts during the term of this Agreement. A lockout as mentioned herein shall not include the closing down of the operation or any part thereof or curtailing any operations for business reasons.

D. Disputes shall be resolved instead by final and binding arbitration as defined in this agreement.

ARTICLE XII DRUG AND ALCOHOL PROGRAM

The Employer has adopted a policy related to Drug and Alcohol testing. By reference, the policy is incorporated herein. The Employer may make changes to this policy without negotiation in order to comply with changes mandated by WMATA or law.

ARTICLE XIII WORKPLACE VIOLENCE

The Employer and the Union are committed to maintaining and fostering a work environment that is safe and free as possible from acts or threats of violence or intimidation. Any employee aware of actual or threatened violence shall report it immediately to their supervisor, any manager, or the Human Resources Department. Likewise, the Employer shall take reasonable steps to assure the safety of employees at work.

ARTICLE XIV WORKPLACE SAFETY AND EQUIPMENT

The Employer is committed to maintaining a safe working environment. Any employee aware of any actual or potential safety hazards shall immediately report such information to their supervisor, any manager, or the Human Resources Department. Safety equipment, as may be required by the Employer's contract with WMATA, or by management in recognition of applicable national standards, will be paid for by the Employer and, whenever possible, provided by Employer selected pre-paid sources. Such safety equipment may include, but need not be limited to, safety vests. Any such equipment will be replaced on an "as needed" basis as approved by management.

Employees designated to wear safety equipment shall wear such equipment at all appropriate times while on duty.

Employer may, at its discretion, require employees to go to Employer's doctor for fitness for duty examinations; however, if the employee is required to be examined by the Employer's doctor, the Employer shall be responsible for the doctor's expense.

ARTICLE XV UNIFORMS

A. Employees shall receive at least five (5) uniform shirts, and five (5) uniform pants, one (1) jacket and one (1) safety vest. Employees assigned as lot attendants shall in addition to the basic uniforms be issued a rain jacket. Employees shall be responsible for cleaning their uniforms. Uniforms, which become so worn or soiled that they cannot be cleaned satisfactorily, or no longer fit properly, will be repaired or replaced without cost to the employee.

B. New employees who are required to wear uniforms will be required to provide the Company with a uniform deposit of \$200, deducted from the employees' paychecks in \$25 increments for eight (8) weeks. Employees will immediately report all lost, stolen or damaged uniforms.

C. Employees whose employment terminates for any reason will be required to return the uniforms (five (5) shirts, five (5) pants, one (1) jacket and one (1) safety vest) to the Company within three (3) calendar days of their termination. Lot attendants shall also return the lot attendant uniforms within the same period. Said uniforms must be clean and not damaged, normal wear excepted. Terminated employees who return their uniforms in a timely manner (within three (3) calendar days) shall receive the return of their deposit (or the remainder of their deposit, subject to deduction for missing uniform pieces) within ten (10) calendar days.

D. Employees will be responsible for the actual replacement cost of lost, stolen or damaged uniforms. The current replacement cost is \$26 per shirt, \$25.50 per pant, \$50.00 per jacket and rain jacket, and \$10 per safety vest. Price changes will be posted as they occur and as determined by the uniform company. The replacement cost will be deducted from the aforementioned deposit. To the extent that the deposit is insufficient to cover the replacement cost, the Company shall deduct the remaining amount from the employee's remaining paycheck(s). Should the deposit and remaining paycheck(s) be insufficient to cover the replacement cost, the employee shall make payment of the balance. Said payment will be made within ten (10) calendar days of the terminated employee's last date of employment. The employee shall be responsible for any costs arising from the Company's efforts to recover any remaining balance, including litigation costs and fees. All employees will be required to complete authorizations to allow for the aforementioned deductions and to set forth their agreement that they will be responsible for litigation costs and expenses incurred in collective any remaining balance. Employees who fail to complete the authorizations will be subject to dismissal, which shall not be subject to the grievance or arbitration procedure.

ARTICLE XVI HEALTH CARE

A. Employees who average at least 30 hours per week will be offered and can elect to obtain coverage under Kaiser Signature DHMO MV 1 (the "Plan"). The elements of this Plan are set forth in Appendix A. The cost to the employee for employee only coverage shall be \$118.21 per month. Should the employee elect dependent or family coverage, the employee shall be responsible for the difference in the cost between \$118.21 and the premiums set forth in Appendix A.

B. Employees will be eligible if they have worked an average of 30 hours per week over the 180 days preceding the date of enrollment, or after 60 days of employment, for new employees. The employee's cost of coverage shall be deducted from their paychecks on a weekly basis. Said deductions will be made in the month in advance of the employee commencing coverage. For example, for employees commencing coverage on September 1, 2017, assuming they enroll for coverage in August 2017, their premium will be deducted equally from the remaining paychecks in August 2017.

C. Open enrollment shall take place in August of each year. Should the employee not enroll until the end of August, the premium for coverage in September will be deducted in equal amounts from their next four paychecks. As a result, employees may experience concurrent deductions for coverage in September and October. Should the employee have insufficient earnings at the time, but remain eligible for coverage, the employee will be responsible for making the premium payments. Should the employee be eligible for and continue their coverage under COBRA, then the employee shall be responsible for 102% of the premium.

D. In accordance with the Affordable Care Act, to remain eligible for continued coverage, ~~the employee must continue to average 30 hours of work per week.~~

E. Assuming the Plan remains available and premium costs set forth in Appendix A remain in effect through August 31, 2017, employees can enroll in (or withdraw from) the Plan prior to August 31, 2017, in accordance with the eligibility requirements set forth above and in accordance with applicable law and Plan documents. The Company can establish such other rules so as to conform to applicable law and the Plan documents.

F. The Company may offer additional plans to its employees; however, the Company's contribution will not exceed \$177.32 per month.

G. This provision shall remain in effect through August 31, 2017 unless extended by the parties or replaced by a health care plan agreed upon by them.

H. For the period September 1, 2017 through December 31, 2019, should the Plan become unavailable or should the premium cost increase above the current levels, and the Company be unable to obtain an alternative plan at the same rates, the Employer may, in its discretion, obtain a substantially equivalent Plan and/or increase employee contributions so long as the Company satisfies its obligations under the ACA regarding its payment of premiums. The employee shall pay the difference between the revised "Employee Only" rates and any premiums, including any revisions thereto, for dependent or family coverage.

ARTICLE XVII WAGES

The wage tables are set forth as Appendix B.

A. Under circumstances of emergency or last minute requirements, all employees, including managerial and bargaining unit employees, may be requested to perform temporary

work outside their regular assignments, without loss of pay. If there are no volunteers, the tasks will be assigned in order of reverse seniority of those present at the time.

B. When an employee is assigned temporarily to perform the work of a higher-paid classification, they will receive the higher rate of pay time spent in fifteen-minute increments (tasks of under seven and one-half minutes will be considered to be de minimis and will not be paid).

C. When temporarily assigned to serve in managerial positions, the bargaining unit member will not administer discipline, but will report in writing to regular management officials any events or other observations, which may lead to discipline to be administered by others.

ARTICLE XVIII SEVERABILITY

Any provision of this Agreement which is found to be illegal or unenforceable by law will be stricken from the Agreement but will be deemed severable and all other terms of the Agreement will remain in force and binding. The parties will meet promptly to determine terms to replace those stricken under this provision and, failing agreement, shall submit the matter to final and binding arbitration under the procedure set forth in "Arbitration."

ARTICLE XIX SUCCESSORS

The terms of this Agreement shall be binding on any successor or assignee of Diamond Transportation.

ARTICLE XX BARGAINING ON EXCLUDED MATTERS

A. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement.

B. Therefore, the Company and the Union each, for the life of this Agreement, agree that, unless provided for herein, the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

J. Crawford

Judith A. Crawford
Executive Vice President
Diamond Transportation Services, Inc.

Date: 1/23/17

Jackie L. Jeter

Jackie L. Jeter
President/Business Agent
Local 689, Amalgamated Transit Union

Date: 01/19/2017

**APPENDIX A
DIAMOND TRANSPORTATION/ATU***

Carrier Name Plan Name	Kaiser Signature DHMO MVI
Deductible	\$4,500/\$9,000
Coinsurance paid by Plan	60%
MEMBER COPAYMENTS/COINSURANCE	
Out of Pocket Maximum	\$6,250/\$12,000
Preventative Health Visits/Screenings under PPACA**	No Charge/No Deductible
Primary Care Physician	\$50
Specialist	\$50
Emergency Room	\$250
Urgent Care	\$50
Outpatient Surgery	40% after deductible
Inpatient Hospitalization	40% after Deductible
Diagnostic Lab & X-Ray	40% after Deductible
Specialty Lab & X-Ray	\$150
Outpatient Mental Health/Substance Abuse	Up to \$50
PRESCRIPTION DRUG COVERAGE	
Kaiser Pharmacy	\$20/\$50/50%
Retail Pharmacy	\$30/\$60/60%
Mail Order Pharmacy (up to 90 day supply)	2 copays
TIER OF COVERAGE - ESTIMATED	
Employee Only	\$295.53***
Employee/Spouse	\$679.71
Employee/Child	\$546.73
Employee/Child(ren)	\$546.73
Family	\$827.48

* Plan in effect as of January 1, 2017.

** PPACA – Patient Protection and Affordable Care Act

*** Employee only premium reflects total cost of premium; Employer pays 60% of premium per ACA.

APPENDIX B
WAGES

CURRENT EMPLOYEES

Effective January 1, 2017

All current employees who were employed as of December 31, 2016, shall have their wage rates increased as follows:

1. Wage rates which are currently \$13.70 or below shall increase to \$15.00 per hour. However, qualified operators shall earn a minimum of \$15.50 per hour.*
2. Wage rates which are currently over \$13.70 and up to \$13.90 shall increase to \$15.80.
3. Wage rates which are currently over \$13.90 and is up to \$14.80 shall increase to \$16.20.
4. Wage rates which are currently \$14.90 shall increase to \$16.90.
5. Wage rates which are currently over \$14.90 and are up to \$15.30 shall increase to \$17.30.
6. ~~Wage rates which are currently \$16.00 shall increase to \$18.00.~~
7. Wage rates which are currently \$20.00 shall increase to \$22.00.

Newly Hired Employees wage rates shall be as follows:

Operators - Training Rate \$15.00 per hour
* Qualified Rate (after training) \$15.50

Lot Supervisor - Training Rate \$15.00 per hour
* Qualified Rate (after training) \$15.50

Utility - Parking/Vehicle Cleaner - \$13.50

Road Supervisor - \$16.20

Dispatcher I - \$16.20

Dispatcher II (*after 90 days as Dispatcher I and upon demonstrated ability) - \$17.30

Reconciliation Clerk (and other administrative Clerks) \$14.50

Maintenance Clerk - 17.00

Trainer - \$17.30

Effective January 1, 2018 - All above rates increase by 1.25%

Effective January 1, 2019 - All then-existing rates increase by 1.5%

* Company discretion whether employee is qualified or has demonstrated ability.

MEMORANDUM OF UNDERSTANDING

Diamond Transportation, Inc. and Local 689, Amalgamated Transit Union have executed contemporaneously to this Memorandum of Understanding a collective bargaining agreement (CBA) covering the period January 1, 2017 through December 31, 2019. The parties agree that, notwithstanding Article XX of the CBA, they agree to continue bargaining with regard to:

- Infractions that constitute "just cause" for dismissal, including WMATA-mandated terminations. The parties acknowledge that, on December 9, 2016, the Union presented its counterproposal on this subject to the Company and that, due to time limitations, the parties will continue to negotiate on this subject.
- Whether terminated employees who are reinstated pursuant to an arbitrator's award can be returned to active duty at Company locations other than the Lorton and Springfield facilities covered by the CBA.

Agreed this 31st day of December 2016.

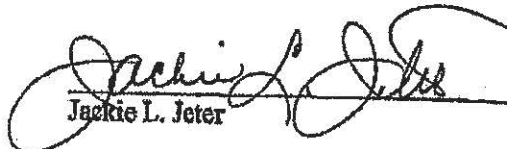
For the Company:



Judith A. Crawford

Date: 1/17/24

For the Union:



Jackie L. Jeter

Date: 01/19/2017