

**TENTATIVE
COLLECTIVE BARGAINING AGREEMENT**

By and Between

TRANSDEV SERVICES, INC

and

**DRIVERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 639
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

Term of Agreement:

July 1, 2016 - June 30, 2019

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AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of August, 2016 by and between **TRANSDEV SERVICES, INC.** (hereinafter referred to as the "Company or the "Employer"), engaged in the business of providing specialized transportation in the District of Columbia, party of the first part, and **DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION No. 639, in affiliation with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS,** (hereinafter referred to as the "Union"), party of the second part.

ARTICLE 1 RECOGNITION

The employer recognizes and acknowledges that the Local Union No. 639 is the sole and exclusive representative of all drivers, mechanics, dispatchers, gatekeepers and utility classifications within the jurisdiction of Teamsters Local Union 639, covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, benefits and other conditions of employment as provided by the National Labor Relations Act.

ARTICLE 2 TRANSFER OF COMPANY TITLE OR INTEREST

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferor or lessor executes a contract of transaction as herein described.

ARTICLE 3 UNION SECURITY AND CHECK OFF

Section 1 - Union Security

In accordance with the law, all present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing or Service Fee Payers in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the execution date of this Agreement, whichever is the later.

This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory Agreement, the Union shall be permitted all legal or economic recourse.

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

1. The date each new employee qualifies and is placed on the seniority list with addresses.
2. The date an employee leaves service.
3. The date of any change of employment, bracket or classification of any employee affected by this Agreement.
4. A revised seniority list, by job classification, every quarter

Section 2 - Dues Check Off

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the 15th the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1

The Union recognizes the rights and prerogatives of the Company to manage, operate and conduct its business and agrees that its members will abide to the best of their ability and be governed by all reasonable rules, orders and regulations issued by the Company not contrary to or in conflict with this agreement. The Company shall give consideration to the welfare, comfort and convenience of its employees in the making of

such rules, orders and regulations, and no change shall be made in any present rule, order or regulation, which would be contrary to or in conflict with this agreement.

Section 2

The rights and responsibilities of the Company shall include, but are not limited to, the following:

- To hire, promote, assign and utilize employees.
- To suspend, discipline, demote and discharge employees for just cause.
- To lay off employees according to a reverse seniority process, as defined elsewhere in this Agreement.
- To determine work standards, the quality and quantity of work performed by employees, and to determine whether employees meet said standards.
- To establish policies, reasonable rules, regulations, organizational structure and procedures, which do not conflict with the terms of this Agreement.
- To establish work schedules and to assign overtime work.
- To establish and utilize methods, processes and technology by which work is to be performed.
- To determine the number of personnel to be employed.
- To hire part-time employees; at no time shall part-time employees exceed 10% of the work force.
- To operate and administer facilities, equipment and operations.
- To contract and subcontract work as long as it does not result in the layoff of current employees.

Section 3

The rights and authority, which the Company has not officially abridged, delegated or modified by this Agreement, are retained by the Company. The Company shall retain all rights and authority to which by law it is entitled.

Section 4

The enumeration of the rights and duties of the Company in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein.

Section 5 - Technology

The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving our facility, another employee, or an employee while operating a Company vehicle. In the

event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. The Company shall meet with the Union before implementation of new technology, on an advise and confer basis, in order to explain and clarify the use and effects of said technology.

Section 6 — Client Relationship

The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services for WMATA/Metro Access.

ARTICLE 5 NON-DISCRIMINATION

The Employer and the Union in the performance of this Agreement agree not to discriminate against any employee or applicant for employment because of race, gender, age, color, religious creed or national origin.

ARTICLE 6 SANITARY CONDITIONS

The Employer agrees to maintain a sanitary washroom having hot and cold running water and toilet facilities, unless otherwise mutually agreed.

ARTICLE 7 BULLETIN BOARD

The Employer agrees to provide suitable space for the Union bulletin board in each place of work. Postings by the Union on such boards are to be confined to official Union business.

ARTICLE 8 INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that the Employer is advised of the Agent's presence in the working area and that there is no interruption of the Company's operation.

The Company agrees to furnish to the Union information with respect to employment date, absences due to illness, vacation, military leave, leaves of absence and other information pertinent to the seniority status of an employee covered by this Agreement.

The representatives of the Union, or of any Local Union representing the employees of the Company, shall have the right upon advance notification or upon arrival to visit the establishment or any department thereof at reasonable times in order to investigate matters such as wages, hours, working conditions and grievances; and shall be authorized to post official Union notices pertaining to conditions of employment in a place conspicuous to the employees.

ARTICLE 9 STRIKES AND LOCKOUTS

The parties having provided herein for final disposition of all grievances that may arise between them during the life of this Agreement, the Union agrees that during the life of this Agreement it will not call, authorize, conduct or support a strike or cessation of work by any of its members. The Company shall not lock out its employees during the life of this Agreement for any reason whatsoever.

ARTICLE 10 DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK

The Employer shall not require operators to take out on the streets or highways any vehicle that is not in safe operating condition, as per CFR 49 Part 393, or equipped with the safety appliance prescribed by law.

Operators shall conduct both pre-trip and post-trip inspections of assigned equipment. Operators shall not be required to check any fluid levels during these inspections.

Operators shall report any defective or dangerous equipment to the appropriate supervisor as soon as the condition is identified. A supervisor will be dispatched to inspect the vehicle and attempt to determine the nature of the defect or dangerous condition. The supervisor will notify management of the defects or dangerous condition.

ARTICLE 11 LICENSES/MOTOR VEHICLE RECORDS

The Company will review the Motor Vehicle Records (MVR) of each operator twice each year. The cost of securing these Motor Vehicle Records will be paid by the Company.

An employee who has received a citation or had his or her license suspended or revoked must report same to the Company by the next business day and deliver an

updated copy of the MVR at the employee's expense. Failure to do so will result in discipline up to and including termination depending on the severity of the offense.

In the event that the company implements a paratransit position the following shall apply: The cost of a paratransit operator's Maryland Passenger for Hire License will be paid by the Company. When a paratransit operator is required to report to the DMV for the Passenger for Hire License renewal, the operator will be paid two (2) hours for the renewal process.

ARTICLE 12 EMPLOYEE CLASSIFICATION

There shall be seven types of employees, full-time operators, part-time operators, extra board operators, mechanics, dispatchers, gatekeepers and utility.

1. An employee who relinquishes full-time status will waive that schedule to the most senior part-time employee who wants full-time status. The full-time employee will then be dovetailed into the part-time seniority list. An employee will be limited to one status change per year.
2. 80 percent of all employees shall be full-time. All full-time employees shall be guaranteed a thirty-five hour work week. All hours paid will count toward the forty hour requirement for overtime purposes.
3. Part-time employees will work less than 35 hours per week or as defined by their schedule. Any employee who works 35 hours or more for six (6) consecutive weeks shall be deemed full-time.

ARTICLE 13 PROBATIONARY PERIOD

The Company may discipline or discharge any new employee during a probationary period of ninety (90) calendar days. During this period the new employee may be disciplined or terminated without recourse to the grievance procedure.

Unless the probationary period employee is notified to the contrary within the period of ninety (90) calendar days, it is understood that the employee is accepted for employment.

If additional time is needed, the Company shall notify the Union of such and an additional thirty (30) days of probation shall be granted upon mutual agreement.

ARTICLE 14 JOB STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates, so designated by the Union, shall be limited to, and shall not exceed, the investigation and presentation of grievances in accordance with the provisions of this Collective Bargaining Agreement.

The job steward shall be given copies of all discipline notices involving bargaining unit employees that are issued by management.

The job steward shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE 15

DISCIPLINARY ACTION, DISCHARGE, AND SUSPENSION

Section 1 - Disciplinary Action

Employees who violate the terms of this Agreement shall be subject to disciplinary action.

An employee shall not be disciplined or dismissed from service nor shall entries be made against the employee's record without just cause. An employee shall receive a written statement of the charges against him or her.

In the event of a breach of rules or regulations on the part of an employee the Company shall notify the Union within seven (7) days of the company's awareness of the infraction and of any pending investigations that do not require immediate removal of an employee. Investigations that require the Company to immediately remove an employee from service, the time removed from service shall be counted toward time served for disciplines in which a suspension is upheld as a discipline. The Company will notify the Union and employee immediately upon the removal of any employee. Investigations shall not exceed seven (7) calendar days from the date the employee was notified of the pending investigation. After the investigation is complete, the Company has seven calendar (7) days to administer discipline.

Excluding disciplinary action involving preventable accidents, no violation or disciplinary action more than twelve (12) months prior to date of the current violation shall be considered in the administration of discipline. In the event of a hearing or meeting with management regarding discipline, suspension or discharge, an employee shall have the right to request that a job steward or other Union representative be present.

If, as a result of the hearing, upon appeal, the discipline or discharge is found to have been made without just cause, the record shall be removed and employee shall be made whole for any loss of earnings, which he or she may have suffered, by reason thereof.

Employee, not at fault, who are required by the Company to be present, as witnesses at an investigation or hearing shall be made whole for any loss of earnings caused thereby and shall be reimbursed for actual expenses incurred on account of such attendance.

Section 2 - Suspension and Discharge

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Company must immediately notify the employee in writing of his discharge or suspension and the reasons therefore. Such written notice shall also be given to the Shop Steward and a copy mailed to the Local Union office, within three (3) calendar days from the time of the discharge or suspension.

Disciplinary measures shall be taken in the following order:

- Oral reprimand.
- Written reprimand.
- Suspension, not to exceed five (5) days (notice to be given in writing).
- Discharge.

The Company will generally follow this four-step process for most rule or policy infractions. The Employer's focus will be to improve the employee's performance and retain a qualified, trained and valuable employee. The Company reserves the right, however, to repeat steps as necessary or skip steps entirely for more serious infractions. For example, some of the serious infractions sure to earn much more than a simple verbal warning, up to and including termination include, but are not limited to:

- Violations of the drug/alcohol policy.
- Gross misconduct or gross insubordination.
- Theft of fares or company property.
- Use of Electronic Device while in revenue service
- Failure to properly report an accident
- Failure to properly secure the mobility device/passenger
- Failure to perform door to door service as instructed (in areas deemed unsafe by the operator, he must call and inform dispatch that the area is unsafe and requests assistance)
- Violations of the Accident Policy outlined in the Driver's Handbook

Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) scheduled working days from the date of discharge or suspension.

If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure within five (5) working days after the above notice of appeal is given to the Employer.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 1

A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute affecting the employee. Any grievance arising between the Company and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1

The aggrieved employee or employees must present the grievance to a Shop Steward and Company within ten (10) scheduled working days after knowledge of the grievance or the reason for the grievance has occurred, except no time limit shall apply in case of violation of wage provisions of this Agreement.

Step 2

The Business Representative shall then take the matter up with a representative of the Company with authority to act upon such grievance. A decision must be made within ten (10) scheduled working days.

Step 3

If the Company fails to comply with any settlement of the grievance, the Union has the right to take all legal action to enforce its demands.

Section 2

If no satisfactory settlement can be agreed upon, the parties shall select a mutually agreeable and impartial Arbitrator within ten (10) working days after disagreement. In the event they are unable to so agree, the Union or the Company shall request a panel from the Federal Mediation and Conciliation Services (FMCS) within five working days.

After the service submits a list of arbitrators to the Union and the Company, they shall reply with their preferred selections no later than fifteen (15) calendar days after receipt of such list. This time limit can be extended by mutual agreement. The expense of the arbitrator selected or appointed shall be borne equally by the Company and the Union.

Section 3

In the event the position of the Union is sustained, the aggrieved party shall be entitled to all the benefits of this Agreement which would have accrued to him had there been no grievance.

Section 4

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employee involved.

Section 5

The Union has the right to reasonable access of information pertaining to a specific grievance.

Section 6

The procedures set forth herein may be invoked only by an authorized representative of the Employer and the Union.

Section 7

Time limits may be extended by mutual agreement between the Union and the Company.

ARTICLE 17 WORK RULES

The Company has issued all employees rules, regulations and policies. Prior to the implementation of any new or revised rule, regulation or policy the Company will give a copy to each employee and the Union, at least ten (10) calendar days prior to the implementation of said rule, regulation or addendum. No change shall be made in any present rule, order or regulation, which would be contrary to or in conflict with this agreement.

ARTICLE 18 ATTENDANCE

All employees are required to report to work on time every day they are scheduled to work.

ARTICLE 19 DRUG AND ALCOHOL USE AND TESTING POLICY

The Company and Local 639 agree to full cooperation in the implementation of the Company's Drug and Alcohol Use and testing Policy, published in the Employee Handbook, which includes educational efforts as well as employee assistance programs to aid in rehabilitation.

ARTICLE 20 EMPLOYEE COOPERATION

Section 1

Company employees, Union members, and the Union agree that said members will:

- Perform loyal and efficient service in their work.
- Be attentive to their duties.
- Observe and conform to the rules and regulations of the Company.
- Comply with the instructions and directions of supervisors.
- Operate vehicles carefully and with utmost regard at all times for the safety of passengers and the public.
- Protect the property of the Company and all its interests.

Section 2

Employee attendance at safety and educational meetings shall be mandatory and employees shall be paid for such meetings at their applicable hourly rate including overtime. The Company will give employees at least two (2) weeks notice of mandatory meetings and will cooperate with employees in scheduling attendance with those employees directly affected being scheduled first. All employees, however, will be required to attend. Failure to attend could result in disciplinary action. The Company will attempt to schedule meetings prior to or immediately after the start of shifts. The Company will also attempt to hold meetings on a Monday through Saturday basis.

Section 3

Any other time required of the employee by the Company, such as accident investigations, conferences or matters of any type, shall be compensated at regular hourly rates.

ARTICLE 21

UNIFORMS

The Company reserves the right to require reasonable standards of dress for its employees. Uniforms shall be provided and paid for by the Company. The Employee shall be required to keep the uniforms clean and repaired. Employees shall wear the uniforms while on duty. The uniform shall not be worn at any time for non-work related activity.

The uniform complement consists of the following for all new hire employees:

- 3 Pants
- 6 Shirts
- 1 Jacket
- 1 Rain Coat
- 1 Hat

The Employer shall replace uniform items on an as needed basis.

Mechanics and Utility only are provided an annual credit during the term of this Agreement of \$100.00 to purchase steel toed work shoes.

ARTICLE 22

SENIORITY

Section 1

Seniority of all employees shall commence on the first date of hire in their respective classifications. If two or more employees in the same classifications are hired on the same date, seniority order shall be established by drawing numbers, the employee with the highest number shall be listed first.

Section 2

All full-time and part-time employees in their respective classifications shall be classified as full or part-time and there shall be separate seniority rosters for each.

Section 3

All seniority rosters as of the effective date of this agreement shall be posted on bulletin boards to which employees shall have access at all times. Current seniority rosters will be posted on July 15th and January 15th of each year. Any protest in seniority rosters must be made within thirty (30) days from date of posting by the Company. Current seniority rosters and other information relative to seniority will be furnished to the Union when published.

Section 4

In the event of layoffs, the last hired in each classification shall be the first laid off. The job steward shall be the last person laid off.

Section 5

Recall will be by the 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 at the address on file with the Company. It shall be the sole responsibility of the employee to keep the Company informed of the employee's current address at all times. Any employee recalled to work must notify the Company of his or her intention to return to work within five (5) calendar days after receipt of recall notice or shall forfeit recall rights and seniority under this Agreement. The five (5) calendar-day period may be extended if mutually agreed in writing by the Company and employee.

Section 6

Seniority shall apply for bidding scheduled work, if qualified, and for vacation selection in each classification. Work will be offered to drivers as follows:

- Regularly scheduled full-time revenue work will be bid by full-time drivers in seniority order.
- Regularly scheduled part-time revenue work will be bid by part-time drivers in seniority order.
- All other classifications will bid scheduled work, if qualified and for vacation selection by classification seniority.

Section 7

Employees transferring from one Veolia Transportation Services contract to another will be able to use their Company seniority for their rate of pay and paid time off. Transferring employees will go to the bottom of the seniority list at the location they are transferring to, for the purposes of scheduling picking and vacation picking.

ARTICLE 23 CHOICE OF WORK

Section 1

The Company shall conduct general bids at least three (3) times each year, employees will have the opportunity to choose work by seniority within their respective classifications. Such choice of work shall include days off and starting/ending times of shift. The Union Shop Steward(s) will review the picks prior to posting.

Section 2

Management reserves the right to add to or modify a run within existing start and end times for a run.

Section 3

If a shift becomes open any time during a bid period, management will have the right to assign it to an available extra board driver, not to exceed ten percent (10%), the Company and the union will meet and discuss. If a run falls open for thirty (30) calendar days or less between picks, it will be offered to the extra board for operation; if it falls open for more than thirty (30) days, it shall be posted for picking.

Section 4

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. If an employee is not present for a pick, it shall be the responsibility of the designated union member on site to pick for the absent employee. An absent employee may submit a proxy designating his/her choices to the designated union member prior to the employees turn to pick. The Company will pay the Union member on site assisting with the pick, for the actual hours spent doing the run-pick.

All employees must have completed their probationary period in order to bid. If an employee is on workers compensation, light duty or leave of absence they are considered not eligible to "pick" and will be allowed to "hold-down" an open route until the next choice of work pick.

All Operators eligible to pick will submit the written bid sheet with adequate choice of work selections. They should be listed in order of preference. The operator will ensure that they have equal or more selections to their seniority ranking. The bid proxy must be completed according to the example provided. If an operator is on scheduled Paid Time Off during the pick time, it is the operator's responsibility to submit the bid proxy. Any operator not properly leaving a choice will be placed on the extra board. They will be given an opportunity to bid a hold-down once the entire process has been completed. If an operator does not receive a hold-down based on his/her seniority, they will remain on the extra board for the remainder of the bid period.

Example: If an operator's seniority number is 25, the operator must submit at least 25 choices of work selections. If an operator fails to submit sufficient run selections, and all listed choices have already been selected, the operator will automatically be assigned to the extra board. The rules provided under the section called "Bid Proxy" shall apply.

One third of the operators will submit their bid proxy by 8:00am on the first day of the run pick. The bid proxy results will be posted by noon on the same day. The second third will submit their bid proxy by 8:00am on day two of the run pick. The bid proxy results will be posted by noon on day two of the run pick. The remaining third will submit their bid proxy by 8:00am on the third day of the run pick. The bid proxy results will be posted by noon on the third day of the run pick.

Should any error by the run pick committee be recognized that materially effects the ~~bidded work assignments, the General Manager will investigate the claim. Should the General Manager~~ find in favor of the individual making the claim, he will institute a bump down immediately. The bump down will occur based on the first operator affected and shall continue until each operator is placed in the proper work assignment. This process will occur by use of original bid proxies submitted during the run pick process.

All personnel bidding on Extra-Board position must be qualified to perform all assignments and operate all vehicle types.

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. However, a driver will not be disciplined for his/her inability to work 30 minutes beyond their run end time.

ARTICLE 24 CALL-OUT PAY

Any employee required to report to work for any reason shall be guaranteed a minimum of two (2) hours' pay as long as the employee reports to work on time.

In the event the Company is not in service due to weather or emergencies, the employees notified at home prior to reporting to work shall not receive pay for that day, however, the driver shall have the option to use paid leave for that day.

ARTICLE 25
EXTRA BOARD DRIVERS

Extra board drivers will consist of full-time and part-time drivers.

Full-time drivers will be guaranteed thirty-five (35) hours per week. Drivers bidding extra board shifts will bid into AM or PM shifts.

Drivers bidding extra board must be qualified to perform all assignments.

ARTICLE 26
LEAVES OF ABSENCE

Section 1

Regular full-time employees with at least six months service may apply for extended periods of unpaid absence due to family or personal illness, injury or other medical circumstance, family or personal emergency, military duty, job related injury or union business.

Applications for leave must be made in writing at least five (5) working days prior to the start date, stating the reasons therefore and obtain written approval of such application by an authorized supervisor of the Company. When such application cannot be made as stated above leave may be granted, provided written application therefore shall be made at the earliest opportunity. Leaves of absence are typically granted for periods up to 30 days, but may be extended up to a maximum of 6 months in a twelve month period. Leaves of absence shall be at the discretion of the Company and without loss of seniority. Notice of the granting of any application for a leave of absence in excess of thirty (30) days will be furnished to the Union. All Family and Medical Leave Act (FMLA) leaves will follow provisions outlined in the laws that pertain to this act.

The aforementioned six (6) month period may be extended by written approval of the Company. Leaves of absence due to sickness or disability will not be limited under this provision nor will seniority be affected, provided the necessity for such leave is properly substantiated.

Section 2

Employees who are duly elected shop stewards or officers of the Union shall be granted necessary leaves of absence or days off for Union business with 72 hours' notice provided that the Company has adequate staffing to continue scheduled operations. The 72-hour notice shall not be required for necessary time off for employee representation with the Company.

Employees accepting official positions in the service of the Union will retain their seniority rating at the time of acceptance of the new position and will continue to accumulate seniority.

ARTICLE 27

VACATION

Full-time employees shall receive vacation/paid time off (PTO) with pay each year based on the operator's applicable hourly rate at the time the vacation is taken as follows:

All employees who complete the probationary period are eligible for one week of vacation during the first year of employment. This week of vacation must be scheduled after the employee completes at least six (6) months of service. The vacation must be taken as time off and cannot be cashed out.

All employees shall be eligible for the following vacations:

After one year of service: Two weeks

After five years of service: Three weeks

After ten years of service: Four weeks

Vacations shall be selected by seniority within classification. The scheduling of vacations will not have any impact on regular service operations.

A vacation schedule will be posted for the entire calendar year and employees will be allowed to choose weeks of vacation in turn. Any weeks not chosen in the original pick will be selected after the pick has ended or assigned to operators with less than one year of service.

Vacations will be paid at the rate of forty (40) hours of pay regardless of the length of the employees regular work assignment.

The vacation benefit is fully earned by an employee who works at least 1400 hours during the year. Any full-time employee who has not completed 1400 hours of work during the year for any reason will have the vacation benefit reduced on a pro rata basis.

Employees with more than one year of service may cash out up to 100% of the earned vacation allowance. This cash out may occur once per calendar year with a two week notice.

Employees who separate prior to the completion of one year of service shall not be paid out vacation time.

If a holiday occurs on an employee's chosen vacation/PTO day, the holiday will be paid according to the Holiday provisions of the Agreement, and the vacation/PTO day will be taken at another time.

The vacation/PTO schedule for the first year and all consecutive years shall be posted by February 1, and offered for bid by February 7, with bidding completed by February 28. Each operator will be allowed one bid in seniority order, during which time the operator may bid part or all of his or her vacation. Vacation must be bid in full week increments and must start on Sunday and end on Saturday, including scheduled days off, and all vacation must be bid at the annual bid. Vacation may not be carried over to the next year. If an operator fails to bid as scheduled, the operator will have temporarily forfeited his or her privilege but shall be permitted to bid immediately upon request but may not be permitted to bid any period already signed for.

Employees may choose not to bid 40 hours or up to half of their 80 or 160 hours of their earned vacation/PTO days and instead keep those days in their PTO bank for use as personal or sick days.

All employees will be allowed to use their PTO days however they wish with at least 12 hours advance notice, except in the case of an illness, in which case the employee will submit his/her sick leave pay claim

ARTICLE 28 CREDIT UNION

The Company agrees to deduct certain specific amounts each payroll period from the wages of those employees who have given the Company written authorization to make such payroll deductions. The amounts so deducted shall be remitted to Money One Federal Credit Union for each pay period. The Company shall not make deduction and shall not be responsible for remittance to the Money One Federal Credit Union for any deductions for those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

ARTICLE 29 JURY DUTY

Employees actually performing jury duty will be paid on a straight time basis for actual time lost from their regular work while so serving, less the compensation received by them for such jury duty, provided they have notified their dispatcher or supervisor as soon as the jury summons is received.

Employees will be paid through the regular payroll process, and will then be required to turn over any jury pay to the Company.

ARTICLE 30 HEALTH AND WELFARE

The following schedule outlines the medical and dental insurance contributions to be made by the company for full-time employees who have completed 90 days of continuous full-time employment:

After 3 months of employment, the Company will contribute \$293.00/month towards the Company's medical and dental insurance coverage. Effective each January 01 during the life of this Agreement the employer contribution shall increase by up to 8%.

Employee must pay at least 10% of the premium cost for medical and dental. Vision insurance will be offered to all full time employees with the cost being 100% employee contribution.

Life Insurance

A \$10,000 life insurance benefit is provided all full-time employees.

ARTICLE 31

401K PLAN

Employees may contribute to the Company's 401K plan and the Company will match 10% of the first 6% of employee contributions.

ARTICLE 32

HOLIDAYS

Employees shall be paid for the following paid holidays:

New Year's Day

Labor Day

Martin Luther King Jr. Day

Thanksgiving Day

Christmas Day

Memorial Day

Fourth of July

Employees must work the last scheduled shift before the holiday and the first scheduled work shift after the holiday to receive holiday pay. Holiday pay shall be paid at straight time, and shall be counted as hours worked for the purpose of computing overtime. In the event an employee works on the holiday he shall receive his holiday pay plus time and one half for all hours worked. Part time employees shall receive pro-rated holiday pay (4 hours per holiday).

Holidays will be paid based on the actual day of the holiday. If one of the listed holidays is observed on another date and the business is closed, operators will receive pay for the holiday but no pay on the observed date.

Holidays will be staffed using volunteers by seniority order first and then drafting in reverse seniority order.

Employees hired after ratification will have a ninety (90) day period to be eligible for holiday pay.

ARTICLE 33

FUNERAL

Employees shall be eligible for three (3) days of funeral leave in the event of a death in the immediate family. Family members include parent, spouse, sibling or child. One day of leave will be granted in the event of the death of a grandparent, parent-in-law or brother or sister-in-law.

ARTICLE 34

WAGES

Upon ratification of agreement, all union members employed by Transdev (drivers, dispatch, & maintenance) will receive a one-time ratification bonus of \$600 to be paid in a separate check in the first off-cycle payroll week following ratification.

On March 1, 2017 the wage rate table will be either:

- a) The wage table agreed to with the ATU Local 1764 in their CBA dated 9/16/15-12/31/16 if no new agreement is reached between Transdev and the ATU 1764 at that time or
- b) The wage table agreed to with the ATU Local 1764 in the new CBA agreed to between Transdev and the ATU Local 1764. If the agreement is reached after March 1, 2017, the difference between the old rate table and the new rate table will be applied retroactively to March 1, 2017.
- c) If, at any point during this agreement, additional changes are made to the ATU wage scale beyond the original agreement, those wage scale changes will be incorporated into this agreement upon ratification with the ATU.

Full-time maintenance employees will receive a tool allowance of \$250 dollars beginning January 14, 2017 and every year after for the life of this Agreement.

Overtime

All employees shall be paid 1 1/2 times their regular rate of pay for all hours over **forty (40)** worked in a calendar week.

In a work week where a holiday falls, overtime shall be paid at 1 1/2 times an employee's regular rate of pay after thirty-two (32) hours of work.

Overtime shall be distributed using seniority within the classification.

Employees shall not be required to take off or change their days off in order to prevent the payments of overtime.

Management reserves the right to require overtime of employees in emergencies provided it is done in inverse seniority order. Management employees may also drive in revenue service, only if no regular employees are available.

All salary increases/changes will become effective at the beginning of the pay period if the effective date falls within the first seven days and at the beginning of the following pay period if the effective date falls within the last seven days. Any errors in pay resulting in a shortage of at least \$25 will be corrected immediately.

Bonus

Recruitment bonus of \$100 for recruiting another employee provided that new employee stays over 90 days with no safety or attendance infractions.

Safety Bonus — Effective each quarter of the calendar year (January — March, April — June, July —September, October — December), Drivers shall receive a \$120.00 (gross) bonus for not being involved in a preventable accident. In order to qualify for this bonus, Drivers must be in a revenue service for the entire quarter and must have worked 70% of their assigned work.

ARTICLE 35 TRAINING

Employees designated by the Company as Instructors shall be compensated an additional one dollar (\$1.00) per hour while instructing trainees.

The Company will designate the most qualified employee when making the decision to designate an instructor.

ARTICLE 36 LUNCH PERIOD

The Company will schedule a floating unpaid lunch break as follows:

Shifts of 6 hours to 10 hours — minimum 30 minutes

Shifts of more than 10 hours — minimum 60 minutes

If a driver does not take a meal break, the time will not be deducted from his hours. A manager must verify the driver's claim of not taking a meal break.

All posted runs will show scheduled meal breaks or scheduled time will be assigned to the run by dispatch.

All clerks, dispatchers, gatekeepers and maintenance employees shall receive not less than ten (10) minutes for every four hour segment of work performed without deduction from the employee's pay.

ARTICLE 37 ACCIDENTS

The Company and Local 639 agree to full cooperation in the implementation of the Company's World Class Safety Policies and Procedures Manual. **All discipline issued will be subject to the progression of discipline under the terms of Article 15, Section 2.**

ARTICLE 38
LABOR/MANAGEMENT MEETING

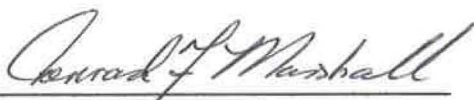
The Employer and the Union agree to establish a committee to be known as the "Labor/Management Committee" which will be composed of equal representatives of the Employer and the Union. This committee shall meet quarterly unless mutually agreed otherwise, for the purpose of promoting harmonious relations between the Employer and the Union. The Employer will pay the wages of three (3) Union Stewards for the time spent in attendance at the labor relations meetings. The General Manager will attend all Labor/Management meetings and will serve as an ex-officio member of the committee.

ARTICLE 39
DURATION OF AGREEMENT

This Agreement shall extend from **July 1, 2016 through June 30, 2019**. It shall continue thereafter from year to year, unless a written notice of a desire to terminate or modify the agreement is given by either party to the other not more than ninety (90) calendar days not less than sixty (60) calendar days prior to the expiration date of the agreement, or subsequent automatic one (1) year extensions thereof.

This Agreement constitutes the entire agreement between the Company and the Union and supersedes and replaces any and all agreements, whether written or verbal, expressed or implied, between or concerning employees of the Company. No practice or procedure shall be binding on the Company unless reduced to writing and signed by the parties to this Agreement.

FOR THE COMPANY



Signature *Conrad Marshall*
GM - WMATA Transdev

Date: *8/29/16*

FOR THE UNION



Signature

Date: *8/30/16*