

AGREEMENT PURSUANT TO SECTION 13(c) OF THE
URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED

WHEREAS, Greater Richmond Transit Co. ("Greater Richmond"), has made application under the Urban Mass Transportation Act of 1964, as amended, ("Act"), for a capital grant to finance the acquisition of the Richmond Division of the Virginia Transit Company ("Company"), the purchase of new buses and other capital improvements, as more fully described in the project application ("Project");

and

WHEREAS, certain employees of the Company, which is the present operator of urban transit service in the Richmond, Virginia area are represented by Local Division 1220 of the Amalgamated Transit Union (AFL-CIO) ("Union"); and

WHEREAS, it is the intention of the parties to this agreement that the employees represented by the Union will, upon acquisition of the Company, be transferred to and employed by Greater Richmond or by a transit management company engaged by and under the direction of Greater Richmond, and that such employees will retain their status and rights as private employees covered by federal labor laws, and Greater Richmond will insure that any such management company will abide by and be bound by the terms of this agreement; and

WHEREAS, Sections 3(e)(4) and 13(c) of the Act require,

such assistance"; and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable;

NOW, THEREFORE, it is agreed that in the event the project is approved for assistance under the Act, the following terms and conditions shall apply:

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not in any way adversely affect employees covered by this agreement.

(2) All rights, privileges and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or any revision or renewal thereof, or otherwise, shall be preserved and continued; provided, however, that such rights, privileges, and benefits not previously vested may be modified by collective bargaining and agreement between the operator of the transit system and the Union in a manner not inconsistent with Section 13(c) of the Act.

(3) The collective bargaining rights of employees represented by the Union, including the right to arbitrate labor disputes and to maintain checkoff arrangements, as provided by applicable laws, policies and/or collective bargaining agreements, shall be preserved and continued. Greater Richmond or other operator of the transit system agrees that it will or that it will require any transit management company engaged

subjects of collective bargaining, including wages, salaries, hours, working conditions, health and welfare benefits, pension and retirement allowances, which are, or may be, proper subjects of collective bargaining with a private employer.

Upon Greater Richmond's or other operator's acquisition and operation of the Company's transit system, it shall assume and continue to operate under the working agreement between the Company and the Union then in effect.

(4) Greater Richmond or other operator of the transit system agrees, upon acquisition of the Company's transit system, to employ or arrange for the employment of all persons who are employees of the Company in the bargaining unit represented by the Union on the date of acquisition, and the seniority rights of all such employees shall be in accordance with the current seniority roster of the Company. Thereafter, the relative seniority of all such employees of the Company represented by the Union as set forth by such roster shall not be changed, except upon mutual agreement by the employee, the Union and the operator of the transit system.

(5) All of the employees of the Company in the bargaining unit represented by the Union shall be appointed to comparable positions on the transit system without examination, and these employees shall be credited with their years of service with respect to the transit system for purposes of sick leave, seniority, vacation and pension, in accordance with the records

Members and beneficiaries

privileges, benefits, obligations and status so established. Greater Richmond or other operator of the transit system shall assume or arrange to be assumed the obligations of the acquired system with regard to wages, salaries, hours, working conditions, sick leave, health and welfare and pension or retirement provisions for employees. No employee of the acquired system shall suffer any worsening of his wages, seniority, pension, sick leave, vacation, health and welfare, insurance, or any other benefits as a result of the Project.

(6) Any employee covered by this agreement who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto as a result of the Project, shall be entitled to receive applicable rights, privileges and benefits, as follows:

A. DISPLACEMENT ALLOWANCES: 1. So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was

compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the Project (thereby producing average monthly compensation and average monthly time paid for the base period); provided that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the base period, but if in his retained position he works in any month in excess of the aforesaid average monthly time paid during the base period, he shall be additionally compensated for such excess time at the rate of pay of the retained position.

2. If a displaced employee fails or declines to exercise his seniority rights to secure another position on the transit system available to him which does not require him to move his place of residence, to which he is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he

3. The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement or, dismissal for justifiable cause.

B. DISMISSAL ALLOWANCES: 1. A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the average compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the Project during the protective period; provided, that such allowance shall also be adjusted to reflect subsequent general wage increases.

2. The dismissal allowance of any dismissed employee who returns to service with the transit system shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of paragraph A above.

3. The dismissal allowance of any dismissed employee shall be reduced to the extent of his combined monthly earnings and benefits in any and all other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, the Union, and Greater Richmond or other

system shall be currently informed of the earnings of such employee in any employment other than with the transit system, and the benefits received therefrom.

4. The dismissal allowance shall cease prior to the expiration of the protective period in the event of:

(a) the employee's resignation, death, retirement, dismissal for justifiable cause under the existing collective bargaining agreements or (b) failure to return to service after being notified in accordance with the working agreement.

C. (1) Any dismissed or displaced employee, who is retained in service or who is later restored to service after being entitled to receive a dismissal or displacement allowance, and who is required to change the point of his employment as hereinafter defined, in order to retain or secure active employment with the transit system and is thereby required to move his place of residence shall be reimbursed for all expenses of moving his household and other personal effects, for the travelling expense for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter (not to exceed five (5) working days) used in securing a place of residence in his new location. The exact extent of the responsibility of Greater Richmond or other operator of the transit system

or other operator of the transit system and the employees affected, or their Union representatives. Claims under this paragraph must be submitted to Greater Richmond or other operator of the transit system within ninety (90) days after they are incurred.

If any such employee is furloughed within three (3) years after changing his point of employment in accordance with paragraph 6 (C)(1), and elects to move his place of residence back to his original point of employment, Greater Richmond or other operator of the transit system shall assume the expense of moving his household and other personal effects under the provisions of paragraph 6(C)(1).

Except as otherwise provided in this paragraph, changes in place of residence, subsequent to the initial changes caused by the action taken pursuant to the Project, which do not result from said action but grow out of the normal exercise of seniority, shall not be considered within the purview of the provisions of this paragraph.

2. The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of Greater Richmond or other operator of the transit system (or who is later restored to service after being entitled to receive a dismissal allowance) and who is required to change the point of his

residence as hereinafter defined.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by Greater Richmond or other operator of the transit system for any loss suffered in the sale of his home for less than its fair market value, such loss to be paid within thirty (30) days of the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the transaction of sale, so as to be unaffected thereby. Greater Richmond or other operator of the transit system shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person. It is the intent of this paragraph that the fair market value so determined and to be received by the employee, is not to be reduced by any expenses incident to the closing of the transaction of sale of home, such as loan discount, loan closing costs, preparation of abstract, or deed of sale, and the employee will be made whole for any such expense involved.

If the employee is under a contract to purchase his home, Greater Richmond or other operator of the transit system shall protect him against loss under such contract and, in addition, shall relieve him from any further obligation thereunder.

occupied by him as his home, Greater Richmond or other operator of the transit system shall protect him from all loss and cost in securing the cancellation of said lease.

Changes in place of residence which are made subsequent to the initial changes caused by the Project, and which grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Greater Richmond or other operator of the transit system within one (1) year after the date the employee is required to move.

Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or his Union representative, and Greater Richmond or other operator of the transit system. In the event they are unable to agree, the dispute or controversy may be referred by Greater Richmond or other operator of the transit system or the Union to a board of competent real estate appraisers, selected in the following manner: one to be selected by the representatives of the employee, and one by Greater Richmond or other operator of the transit system, and these two, if unable to agree within thirty (30) days upon a

by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local real estate board or commission, or comparable body, to designate within ten (10) days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and binding. The salary and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

D. SEPARATION ALLOWANCE: A dismissed employee entitled to protection under this paragraph (6) may, at his option within seven (7) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this agreement) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936.

E. FRINGE BENEFITS: Subject to paragraphs 6 (A) (3) and 6(B) (4) no employee of the transit system who is affected by the Project shall be deprived during his protective period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and

furlough as the case may be, to the extent that such benefits can be so maintained under the present authority of law or corporate action or through future authorization which may be obtained.

F. DEFINITIONS: 1. "Displaced employee" means an employee of the transit system who, as a result of the Project is placed in a worse position within the transit system with respect to his compensation and working conditions governing his compensation and working conditions.

2. "Dismissed employee" means an employee of the transit system who, as a result of the Project is deprived of employment with the transit system because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights of employees whose position is abolished as a result of the Project.

3. "Protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed as a result of the Project, to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of the transit

service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936.

4. "Point of employment" as used in this agreement is understood to mean the place an employee reports for work. The phrase "required to move his place of residence" as used in this agreement is understood to be applicable only in the event the employee's point of employment is changed by a distance of twenty (20) or more straight line miles, no nearer to the employee's residence.

G. If any employer of the employees covered by this paragraph (6) shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this Agreement as an employee affected by the Project, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

(7) Greater Richmond or other operator of the transit system shall be financially responsible for the application of these conditions and will make the necessary arrangements with the Union, to provide for a mutually satisfactory claims handling procedure under this agreement. In the case of an adversely affected employee, Greater Richmond or other operator of the transit system will either honor

the Union may invoke the following procedure for further joint investigation of the claim by giving notice of its desire to pursue such procedures. Within ten (10) days from the receipt by the operator of the transit system of such notice, the parties shall exchange such factual information as may be available to them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third parties such additional factual information as may be relevant. As soon as practicable thereafter, the parties shall meet and attempt to agree upon the proper disposition of the claim. If no such agreement is reached, and the operator of the transit system decides to reject the claim, it shall give written notice of its final rejection of the claim, detailing its reasons therefor. In the event the claim is so rejected by Greater Richmond or other operator of the transit system, the claim may be processed to arbitration as provided by paragraph (11) of this agreement. Throughout the claims handling and arbitration procedures, Greater Richmond or other operator of the transit system shall have the burden of affirmatively establishing that any deprivation of employment, or other worsening of employment position, has not been a result of the Project, by proving that only factors other than the Project affected the employees.

(8) Any employee in the bargaining unit represented by

to fill any vacant position on the transit system for which he is, or by reasonable training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, Greater Richmond or other operator of the system shall provide or arrange for the provision of such training or retraining at no cost to the employee, and such employee shall be paid, while training or retraining, the salary or hourly rate of his former job classification or the training rate of the classification for which he is training, whichever is higher.

(9) Employees covered by this agreement will be given the first opportunity for employment in any new jobs, included in the bargaining unit or comparable to those included in the bargaining unit, created as a result of the Project for which they are, or by training or re-training can become, qualified. All such jobs shall be filled in accordance with seniority and allocated on a fair and equitable basis under arrangements to be mutually determined by Greater Richmond or other operator of the transit system, and the Union prior to the filling of such jobs, or by arbitration at the request of either party, if such arrangements are not agreed upon prior to such date. Greater Richmond or other operator of the transit system will not

qualified, and are willing to bid these jobs.

Greater Richmond or other operator of the transit system will give written notice to the Union prior to commencing any new operations which create additional jobs, and the parties shall thereafter meet at mutually agreeable times to negotiate concerning the details of a preferential employment opportunity plan, and the wages, hours, and working conditions for employees assigned to such new operations. Any agreement reached upon such provisions shall be executed by all parties and made a part of this agreement. In the event the parties are unable to agree upon such provisions, the dispute may be submitted to arbitration as hereinafter provided.

(10) In the event Greater Richmond or other operator of the transit system contemplates any change in its organization or operations necessitating a rearrangement of the working forces represented by the Union, as a result of the Project, Greater Richmond or other operator of the transit system shall give reasonable written notice of such intended change to the Union. Such notice shall contain a full and adequate statement of the proposed changes to be affected, including an estimate of the number of employees of each classification affected by the intended changes. Thereafter, within thirty (30) days from the

of reaching agreement with respect to the application of the terms and conditions of this agreement to the intended changes. Any such changes involving a rearrangement of the working forces represented by the Union shall provide for the selection of forces from the employees represented by the Union on a basis accepted as appropriate for application in the particular case; and any assignment of employees made necessary by the intended changes shall be made on the basis of an agreement between Greater Richmond or other operator of the transit system and the Union. In the event of a failure to agree, the dispute may be submitted to arbitration by either party pursuant to paragraph (11) of this agreement. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to §5(2)(f) of the Interstate Commerce Act.

(11) In case of any labor dispute or controversy regarding the application, interpretation, or enforcement of any of the provisions of this agreement which cannot be settled by collective bargaining within sixty (60) days after the dispute or controversy first arises hereto, such dispute or controversy may be submitted at the written request of Greater Richmond or other operator of the transit

... of arbitration as herein after

request, select one member of the arbitration board, and the members thus chosen shall select a neutral member who shall serve as chairman. Should the members selected by the parties be unable to agree upon the appointment of the neutral member within ten (10) days, any party may request the American Arbitration Association to furnish a list of seven (7) persons from which the neutral member shall be selected. The parties shall, within five (5) days after receipt of such list, determine by lot the order of elimination and thereafter the Union and the other interested party or parties shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral member. The decision by majority vote of the arbitration board shall be final, binding and conclusive. Each party shall pay the fees and expenses of the arbitrator it selects. The fees and expenses of the third or impartial arbitrator, as well as any other joint expenses incidental to the arbitration, shall be borne equally by the parties.

The above time limitations may be extended by mutual agreement of the parties hereto and such agreement shall not be unreasonably withheld by either party.

Nothing in this agreement shall be construed to enlarge or limit the right of any party to utilize, upon the expiration

an undertaking by Greater Richmond or other operator of the transit system, the Union or the employees covered by this agreement to forego any rights or benefits under any other agreement or under any provision of law.

(13) The term "Project", as used in this agreement, shall not be limited to the particular facility assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are traceable to the assistance provided. The phrase "as a result of the Project" shall, when used in this agreement, include events occurring in anticipation of, during, and subsequent to the Project.

(14) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for Greater Richmond or other operator of the transit system to manage and operate the system. Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management or operation of the transit system, shall agree to be bound by the terms of this agreement and accept the administration and management responsibility for full performance of these conditions.

Security, Workmen's Compensation, unemployment compensation and the like. In no event shall these benefits be worsened as a result of the Project.

(16) In the event any provision of this agreement is held to be invalid or otherwise unenforceable under the federal, State or local law, such provision shall be renegotiated for the purpose of adequate replacement under Section 13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, either party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in this agreement and any other appropriate action, remedy, or relief.

(17) The term "employees", as used herein, shall include, (a) those persons who are drawing pension or disability allowances as of the date of acquisition of the Company's transit system; (b) Those persons who are listed on the seniority rosters as of the date of acquisition on the Company's transit system (c) any other person represented by the Union who are affected by the Project.

(18) It is the intent of the parties hereto and a condition of this agreement in its entirety, that the employees in the bargaining unit represented by the Union shall retain their status and rights as employees covered

by the Federal labor laws. ~~For the contract that such employees~~

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(19) In the event this Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds, provided, however, that this agreement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties hereto, in accordance with its terms; nor shall the collective bargaining agreement between the Union and the operator of the transit system merge into this agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective duly authorized representatives this 31 day of July, 1973.

GREATER RICHMOND TRANSIT CO.

By Wm J Keating

LOCAL DIVISION 1220
AMALGAMATED TRANSIT UNION
AFL-CIO

By Archie V. Addings

~~Section 19~~
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GREATER RICHMOND TRANSIT CO.

BY Wm J. Leidy

LOCAL DIVISION 1220
AMALGAMATED TRANSIT UNION
AFL-CIO

BY Archie V. Addings