



April 27, 2020

Maurice Carter B/A
Amalgamated Transit Union
Local No. 1220
231-A East Belt Boulevard
Richmond, Virginia 23224

Regarding Operator Call Outs on April 27, 2020

Dear Mr. Carter,

Today's Operator call out included more than 40 operators. I have no choice but to determine that the call out is a strike or some other concerted interference with work on the part of some of our operators in violation of the Collective Bargaining Agreement ("CBA") between GRTC and the ATU. I have reached my conclusion based on the following factors:

- your statement to me last week when I offered a \$0.50 per hour hazard pay differential that my offer would result in a walk-out,
- Facebook screenshots on Saturday from staff complaining about a \$.50 an hour bonus,
- notices we received from riders on Sunday asking about rumors they heard from operators regarding a planned sick-out,
- a reported email that was sent to operators asking them to call out sick,
- the high number of sick call outs on Sunday evening into Monday morning resulting in half of service having to be canceled,
- staff conversations in front of dispatch and the operator break area stating that there was concerted effort to plan and adhere to a Monday sick-out, and
- comments made to me from staff in the operating lounge and in the hallway stating their opposition to the sick-out.

As you no doubt know, such an action on the behalf of the operators is concerning to GRTC for numerous reasons that I will set forth herein. While we all can acknowledge that the COVID-19 situation is unprecedented, it certainly does not permit your bargaining unit operators to engage in a strike, sick out, other concerted interference with work, or to refuse to work under the CBA, especially in light of all of the precautionary and safety steps GRTC has taken and that I have previously detailed to you.

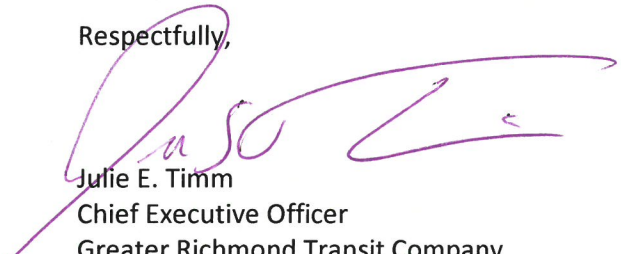
The actions of your members violate various sections of the CBA. First, Section 6 of the CBA (Employee Cooperation) requires that "Company employees, Union members and the Union agree that said members will perform loyal and efficient service in their work; that they will be

attentive to their duties; that they will observe and conform to the rules and regulations of the Company . . .” Next, Section 7 (Refusal to Work) provides that bargaining unit employees cannot “refuse to do any work assigned to them within their respective departments, of which they are capable, nor without reasonable excuse fail to report to work at the designated time.” Finally, Section 8 (Strikes and Lockouts) provides that during the life of the CBA the “Union agrees that there shall be **no strikes, slowdowns, walkouts or other concerted interference with work . . .**” (Emphasis added). The Union further agreed in Section 8 that “any employee who engages in a strike, sit-down, slowdown, walkout, or other concerted interference with such work shall be subject to discipline or discharge.”

I can only express severe disappointment that some of our staff have decided to pursue this course of action. As I stated repeatedly to you over the course of the past six weeks, GRTC does not have the ability to pay hazard pay at this time, but that we could work towards it over the coming months and potentially make it retroactive for the duration of the state of emergency. While we have discussed hazard pay, you know as well as I that during the term of the current CBA, neither GRTC nor the Union is required to negotiate any terms or conditions of employment that are not set forth in the CBA. Further if the parties engage in any negotiations, neither party can negotiate such terms to impasse and, in turn, engage in an economic strike or lockout during the term of the CBA. As such, there is no reasonable excuse for the operators to not report to work.

As the authorized union representative, you are asked to communicate to staff that they are required to return to work immediately. Any operator who called out sick on Monday, April 27 will be subject to unpaid and unauthorized leave on their personnel record. Any operator who does not return to work on Tuesday or their next designated work assignment will be subject to immediate termination.

Respectfully,



Julie E. Timm
Chief Executive Officer
Greater Richmond Transit Company