

## MEMORANDUM OF AGREEMENT

This Agreement will be effective April 1, 2018, and expire March 31, 2021. The Health and Welfare provision found in Article B-4 Health and Welfare will continue beyond this Agreement to the end of the "Plan Year", December 31, 2021. This Agreement represents the joint commitment of Greyhound Lines, Inc. hereinafter referred to as the "Company," and Amalgamated Transit Union Local 1700, hereinafter referred to as the "Union," to the continued growth of their relationship with the goals of superior customer service, stable employment, and the success of the business. The parties recognize that the Company continues to face enormous challenges to its long-term success. A major factor in that success will be providing passengers with cost effective, timely, competitive and efficient service. The business of the Company is customer service and the Company and the Union agree to direct their efforts so quality customer service becomes and remains the paramount consideration. The parties believe that the way to achieve success will be to continue to work together in a pro-active relationship based upon mutual gains, cooperation, open communications, flexibility, and informal resolution of issues.

As part of their efforts to establish and maintain a constructive relationship in which the Company, the Union, and the represented employees work together to achieve joint and shared success, the parties will meet regularly, separate from the meetings called for otherwise in this Agreement, to review and resolve any concerns, to plan for future developments, to discuss innovative ideas that the parties may wish to explore, and to develop mutual solutions. These special meetings will be reserved for enhancement of the parties' working relationship, not for grievances.

No contract language, award, adjustment, interpretation letter, practice, memorandum of understanding, or right agreed to before the effective date of this Agreement remains in effect unless expressly agreed to herein or subsequently agreed to and incorporated.

Written communications by and between the Company and the Union will be answered promptly in writing.

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### GENERAL

**ARTICLE G-1. SENIORITY** — Seniority and service of employees who were in the employ of Greyhound prior to the effective date of this Agreement will remain unchanged from previous collective bargaining agreements.

Full-time and part-time employees, other than operators, will have their seniority measured from the hour and date of first work performed in the department to which they are assigned. Should two or more employees commence service on the same date and hour, the date and hour of the application for employment will determine the order of their seniority.

Seniority of operators hired on or after the date of this Agreement will be determined by the scheduled completion date of the school the operators participate in, regardless of the date the operators actually complete their training or commence work. Operators graduating on the same date will have their seniority determined by a lottery mechanism mutually agreed to by the Union and Company.

Any merger of either operator or mechanic seniority rosters must be submitted to referendum vote and approved by a majority of those voting from the respective operator and mechanic ranks. Referendum votes will be conducted by the Union.

Separate seniority rosters will be maintained for full-time employees and part-time/seasonal employees. Part-time and seasonal operators may not exercise their seniority to bid on runs, other



than those designated for part-time and seasonal operators or as hold-downs for the extraboard.

**(a) Inter-departmental Transfers.** All employees will be permitted to submit letters of intent to transfer to any department when new employees are required. Employees who have submitted a letter of intent will be given preference over outside applicants provided they are qualified either to perform the work or enter the training program offered to outside applicants. Employees electing to transfer will be given seniority in their new department ahead of outside applicants who start on the same date, and they will use their original service date for all benefits tied to years of service. Starting April 1, 2018, employees transferring from another FirstGroup company will be considered inter-departmental transfers.

**(b) Maintenance Employee Transfers.** Maintenance employees who wish to transfer to another location covered by this agreement must submit a letter of intent. The letter must be submitted to the manager of the transfer location and the employee's current location. Such requests will expire each year on December 31. When vacancies exist at a location, maintenance employees who have submitted a letter requesting transfer to that location will be allowed to transfer to the location. When there are more transfer requests than vacancies, seniority will prevail. Such maintenance employees will initially be assigned to a vacant shift but will be allowed to exercise their seniority on all future bids.

**(c) Transferring between BoltBus and Greyhound.** Beginning January 1, 2010 BoltBus operators will begin accruing seniority for purposes of moving to Greyhound. On January 1, 2010, Greyhound operators will begin accruing seniority for the purposes of moving to BoltBus.

Seniority rosters of BoltBus operators and Greyhound operators will remain unchanged for the purpose of their originating group. Operators hired prior to January 1, 2010 will revert to January 1, 2010 seniority when moving between the groups. The ranking among operators whose seniority reverts to January 1, 2010 will be determined by their seniority ranking in their originating group.

Seniority of operators hired after January 1, 2010 in either BoltBus or Greyhound will carry between the groups.

Operators will retain their pre-January 1, 2010 seniority for purposes of returning to their original group.

Service dates will remain unchanged when moving between BoltBus and Greyhound. All benefits will be based on of time of service, but will be subject to the rules and regulations of the new group's Agreement, including but not limited to pay rates and benefits.

Drivers desiring to transfer from GLI to BoltBus must indicate their intention on the form provided by the Company.

Minimum eligibility requirements that would allow a transfer are as noted:

- Driver must be on active status as of the date the form is completed.
- Driver must be on active status as of the date that BOLTBUS requests drivers.
- Driver must have completed their probationary period.
- Driver has not been previously declined by BoltBus within the last 12 months.

Transfer requests are valid for 12 months only. A new request will need to be completed every 12 months to continue further consideration.

Requests will be submitted during the months of March and September. Requests submitted in March will be valid for the following 12-month period from April through March. Requests submitted in September will be valid for the following 12-month period from October through September.



If BoltBus openings occur during the valid period of the driver's application, the driver will be contacted to determine if they are still interested in applying. If affirmative, BoltBus will be notified and BoltBus will contact the driver. Bidding operators must successfully complete the BoltBus selection process to qualify. The senior qualified operator will be selected when filling open positions. The effective date of the move will be jointly agreed between Greyhound and BoltBus and the operator, but will be no later than 30 days after the operator is offered the position.

Operators may move from BoltBus to Greyhound, provided they are active and in good standing at BoltBus, by notifying BoltBus administration and Greyhound Driver Planning at least 30 days in advance of the next Greyhound general bid date. Operators would then need to qualify by successfully completing the Greyhound selection process. Qualified operators will then bid during the general bid process.

**ARTICLE G-2. SENIORITY RIGHTS OF UNION REPRESENTATIVES** — Employees of the Company, used in the service of ATU Local 1700, national or state AFL-CIO, the Amalgamated Transit Union, or trust administration will, while in such service, retain and accumulate all seniority rights enjoyed by other employees.

**ARTICLE G-3. FURLOUGH AND RECALL** — Furlough and recall will be by location. Furloughed employees may elect to exercise seniority at any other location where there is a working junior employee or open position.

When forces are reduced, the Company will provide affected employees and the Union seven days written notice. This notice is not required for employees displaced as a result of another employee returning from voluntary furlough. Employees will be furloughed in reverse order of their seniority and retain all seniority rights and privileges.

The Company will solicit voluntary furloughs prior to any involuntary reduction-in-force. The Company will notify employees by postings at locations where opportunities exist for employees to take voluntary furlough. Employees requesting voluntary furlough must submit their request within seven days of the posting according to the instructions on the posting. Voluntary furloughs will be awarded by seniority within each location. Employees awarded voluntary furlough have the following options:

- Select a fixed return date that will be 30 days after the beginning of the furlough. However, if the anticipated furlough period is less than 30 days in duration, the employee may request a return date of the same duration. The employee will be expected to return to work on this date unless the employee requests an extension or there are no positions at that location the employee's seniority will allow him/her to hold.
- Leave the return date open in which case the Company will recall employees in reverse seniority order. Operators wanting to return prior to a Company recall must submit written requests to the Driver Planning Department in Dallas 15 days prior to the date they wish to return to work. Maintenance employees wanting to return prior to a Company recall must submit written requests to return to work to their garage manager 15 days prior to the date they wish to return to work.

Furloughed employees retain their seniority except mechanics hired on or after January 1, 1984, will be removed from the seniority roster after one year of furlough. Furloughed employees must maintain their current mailing address on record with the Company.

The Company will recall employees in seniority order by notification first by phone and failing that by U.S. Mail. A list of recalled employees will be furnished to the local Union. Employees receiving a notice of recall will immediately acknowledge receipt by phone and will report for work



on the tenth day of the recall notice, unless a different date is agreed to by the Company and employee.

Employees having other employment, who are recalled for a period of work less than 45 days, may reject the offer without loss of seniority if sufficient employees are available to meet the Company recall needs. Furloughed employees failing to comply with these provisions will forfeit seniority rights and be removed from the seniority roster.

#### **ARTICLE G-4. LEAVES OF ABSENCE**

**(a) Employees on Extended Sick Leave.** Employees on sick leave must provide medical documentation concerning their condition every 90 days. Failure to comply may result in termination of employment. The Company will notify employees in writing that their failure to provide the required medical documentation will result in their discharge.

**(b) Family Leave.** The Company agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations for all eligible employees. Eligible employees include employees at locations with less than 50 employees.

**(c) Unpaid Leave of Absence.** Employees may be granted an unpaid leave of absence of up to 90 days without loss of seniority. Longer leaves may be granted if mutually agreed to by the Company and the Union. Employees requesting leaves under this provision must submit a written request to their supervisor and will specify that the request for leave be under this provision.

**(d) Union Officers and Committee Members.** Employees who are full-time officers of Local Union 1700, national or state AFL-CIO, the Amalgamated Transit Union or the plan administrator of a Greyhound/Local 1700 trust will be granted the necessary leave of absence to permit the performance of their duties and will continue to accumulate seniority during such leave. Employees who are full-time officers of Local Union 1700 or the plan administrator of a Greyhound/Local 1700 trust will continue to be covered by the Greyhound-ATU Health and Welfare Trust plan on the same terms as active employees. Co-payments for such health benefits will be received by the Greyhound-ATU Health and Welfare Trust by the 10<sup>th</sup> day of each month of such coverage.

Employees who are on official Union business will be granted the necessary leaves of absence to permit the performance of their duties, provided reasonable notice, in writing, is given and the number of granted leaves does not interfere with the business of the Company. Such employees will suffer no loss of rights or benefits enjoyed by other employees by reason of their absence from duty. The Union agrees its members will not abuse the rights granted under this provision.

The leave rate for the Executive Vice-President of the Union will be the average daily rate of pay of his/her current run. The average will be calculated by totaling seven days beginning on the previous Monday and ending on Sunday and dividing by six.

**(e) Work Related Disability.** Employees injured on the job will be paid in full for the day of the accident provided the attending physician advises an employee not to return to work for the balance of the day. If able to work, employees must return to their duties. Employees failing to do so will not be paid for the hours not worked. Maintenance employees requiring further medical treatment as a direct result of said accident will not lose time while receiving treatment provided the treatment requires only a nominal amount of time. Maintenance employees requiring further treatment during working hours will be reimbursed for the cost of Company approved transportation to and from the garage plus time lost for treatments.

Employees on work-related disability may be required to be examined by a physician, at the



request of and paid for by the Company, to substantiate such disability. Failure of employees to make themselves available for such examination, or failure to report for duty immediately after an examination which determines that an employee is fit for duty, may result in discipline up to and including termination.

The Company will determine the availability of transitional duty work. If more than one transitional duty job is available, seniority will prevail. An employee who fails to report to transitional duty will be terminated.

Employees on workers' compensation who are not fit for regular duty but are fit for transitional duty must report for such duty in any position or department in which the Company offers it in the same commuting area, or, for operators, at the domicile closest to their home address, without loss of seniority. If work is not available for operators at the domicile closest to their home address, operators may choose to work at another location where transitional duty work is available, if agreed by the Company and the Union.

Mechanics who are fit to work on transitional duty will work their regular shift at their home maintenance location. However, the Company may assign a transitional duty mechanic to an alternate shift if the transitional duty mechanic is the only mechanic assigned to his/her regular shift.

Employees with permanent restrictions, preventing them from returning to their regular position, will be subject to the accommodation process to determine if they can be accommodated in another position. If they cannot or are unwilling to be accommodated, and have settled their worker's compensation case, they will be removed from the seniority roster.

**(f) Employees on Extended Leave.** Employees that have been on extended leave for two years or longer and who are not participants in the GLI/ATU pension plan will be removed from the seniority roster. Such employees will be considered for rehire. This provision (f) will not apply to employees on leave under paragraph (d) above.

**(g) Returning from Leave.** Employees returning to duty status after leave of 30 days or longer may be required to pass a physical examination and drug test at Company expense.

**ARTICLE G-5. PROBATIONARY PERIOD**— Employees will be given a probationary period of 90 days from the date of employment. The probationary period for maintenance employees will commence on their first day of employment and for operators the date of placement on the extraboard or the day of assignment to a regular run, whichever comes first. Operators will not be allowed to bid to another location during their probationary period. Unless probationary employees are notified to the contrary within the 90-day period, it will be understood that the application for employment is approved, unless it later develops that false information materially affecting the acceptance of the application for employment was given, in which event such employee will be subject to dismissal.

Except as stated below, the grievance procedure is applicable to probationary employees.

The grievance procedure is not applicable to the dismissal of employees during the 90-day probationary period or the dismissal of employees for providing false information on the application for employment except that the grievance procedure will be applicable to contest whether the information on the application was false or whether the reason given for the discharge was pretextual.

The probationary period for any employee may be extended by mutual agreement between the Company and the Union.

**ARTICLE G-6. MANAGEMENT OF OPERATIONS** — It is not the intent of this Agreement to include matters of management herein, and the Company reserves to itself the management, conduct and



control of the operations of its business, including:

- The determination of the type, kind, make and size of equipment and when, how and where such equipment will be used;
- The number and qualifications of employees employed by it and their standards of conduct;
- The route and run structure, including additions, eliminations and changes to existing routes and runs;
- The assignment of work to the extent not specified herein;
- Except as otherwise limited under this Agreement, the use of leased operations, joint ventures, independent contractors and franchised operations;
- The prescribing of reasonable rules, instructions and regulations for the safe, proper and effective conduct of its business in a competitive environment not inconsistent with the terms of this Agreement.

The term "reasonable" will have its commonly understood meaning as any rule that is reasonably related to a legitimate objective of management and not the meaning ascribed to it in any arbitration prior to this Agreement.

**ARTICLE G-7. DISCIPLINE** — Employees will neither be disciplined nor will entries be made against their records without just cause. Use of the term "just cause" in lieu of "sufficient cause" herein is not intended to and will not be interpreted to raise the standard for discipline historically applied under Article G-7. Just cause includes violation of Company rules, regulations and instructions not inconsistent with this Agreement. When discipline is issued, employees will be given written notice specifying the charges and penalty by hand delivery with signed acknowledgement of receipt or U.S. Mail postmarked within contractual time limits. Notification will be furnished to the appropriate assistant business agent and the designated shop steward of the Union.

When disciplining employees, complaints, discipline or records, which have been brought to the attention of the Company 24 months prior to the incident, will not be used to determine guilt or penalty. This provision will not apply to safety-related activities, including speeding violations, chargeable accidents (only preventable accidents will be charged against a driver's record), damage to property, personal injury, and use of alcohol or illegal substances.

Employees held out of service at the Company's direction will be compensated for the time they are held out of service except as follows:

- Employees who are discharged because of misconduct that resulted in their removal from service will not be compensated for their out of service time; and
- Employees who are issued disciplinary suspensions because of misconduct that resulted in their removal from service will be paid only for the time they were out of service in excess of the suspension period.

Regular operators will be paid missed earnings and extraboard operators leave rate.

Customer complaints are a serious matter and operators are expected to treat customers with courtesy so as to avoid complaints. Complaints will be discussed with operators as soon as practicable so corrective action can be taken. A complaint made in writing or in person identifying the customer, operator, date of the incident, and details of the conduct complained of may be the basis for discipline up to and including discharge.

Except in the case of DOT log violations, discipline must be taken within 20 days after the Company's knowledge of the incident or in cases of dishonesty or substance abuse, within 20 days after completion of the investigation. In the case of DOT log violations, the Company must issue discipline within 40 days from receipt of such logs at the operator's home domicile. Discipline based



on mystery rider reports or statements from commission agents must be issued within 30 days of the incident, not the date it was reported to the Company.

#### **ARTICLE G-8. GRIEVANCE PROCEDURE**

**(a) Grievance.** All differences, disputes, suspensions, and discipline cases hereinafter collectively referred to as "grievances" between the parties arising out of this Agreement will be handled in the manner set forth below. All days referred to within this provision will mean calendar days.

**Step 1.** Employees covered by this Agreement who have a complaint under this Agreement will, when possible, discuss the complaint with their supervisor within 15 days from the date of the occurrence in an effort to resolve the complaint without resort to the formal grievance procedure. This Step 1 procedure will not extend the Step 2 time limits to file a written grievance. Final disposition at this step is non-precedent setting and may not be relied upon by the Union or the Company in any arbitration hearing for any purpose.

**Step 2.** Failing resolution at Step 1, an employee or Union grievance may be presented in writing by the employee, union shop steward, or ABA to the employee's supervisor which must be within 30 days from the date of the occurrence of the incident upon which the grievance is based or within 30 days from the date a pay claim denial is received. Discharge grievances must be initially filed at Step 2.

Within 15 days after receipt of the written grievance, the employee's supervisor must respond with a written decision on the grievance to the appropriate vice president/assistant business agent. The Company will also forward a copy of its written decision to the grievant and the appropriate steward. Final disposition at this step is non-precedent setting and may not be relied upon by the Union or the Company in any arbitration hearing for any purpose.

**Step 3.** Failing satisfactory disposition of such grievance at Step 2, within 15 days of the receipt of the supervisor's written response, the grievance may be appealed in writing by the union president or his/her designee to the appropriately designated Company representative. Within 15 days after the receipt of this appeal, a Step 3 conference will be held at the home location of the employee, unless otherwise agreed between the parties. A complaining customer may appear either telephonically or in person at the Step 3 conference. If the complainant fails to testify at a Step 3 conference, the complainant is prohibited from testifying at arbitration. If the complainant appears the Union agrees to allow the complainant to testify at the arbitration hearing by telephone, live, or in the form of a pre-arbitration deposition. The same procedures will apply to complaining parties other than customers with the exception that supervisory personnel and regulatory authorities acting in their official capacity do not have to testify at the Step 3 conference to testify at arbitration.

Within 15 days of the conference, the Company representative must respond with a written decision to the appropriate vice president/assistant business agent. The Company will also forward a copy of its written decision to the grievant and the appropriate steward. Final disposition at this step is non-precedent setting and may not be relied upon by the Union or the Company in any arbitration hearing for any purpose.

#### **(b) Arbitration.**

1. In the event a grievance is not resolved at Step 3, the grievance may be referred in writing to arbitration by the union president or his/her designee within 45 days after the Union's next regularly scheduled executive board meeting not to exceed 135 days from the date the Step 3 decision is rendered. The issue to be arbitrated must be clearly stated.
2. Except as provided below all discipline grievances not involving discharge will be handled under an expedited procedure as follows:



- a. Expedited arbitrations will be conducted under the AAA Expedited labor arbitration rules or the Rapid Resolve procedures. Hearings will be conducted at mutually agreed upon times and locations.
  - b. Telephonic witnesses will be allowed. Either party may have a representative present with such telephonic witness during their testimony.
  - c. All awards issued through the expedited arbitration or rapid resolve procedure will be non-precedential.
3. Cases, including contract interpretations, may be moved between the expedited arbitration procedure and the formal arbitration procedure by mutual agreement of the parties.
  4. Except as provided below, all discharge grievance arbitrations will be administered by the American Arbitration Association (AAA) and conducted under its labor arbitration rules. All arbitrators will be selected from those admitted to the National Academy of Arbitrators.
  5. A discharge grievance may be handled through the expedited arbitration procedure set forth above by mutual agreement of the parties.
  6. Arbitration awards are final and binding on the parties.
  7. The compensation of the arbitrator and any administrative costs will be shared equally. Each party will pay its own expenses.

(c) **Grievance Pay Claims.** A disputed pay claim, paid by grievance settlement, will be paid in the employee's next available regular paycheck. The Company will notify the Union monthly of all paid grievance claims.

**ARTICLE G-9. CHECK-OFF** — The Company agrees to check-off and remit to the financial secretary or president of the Union, at least every two weeks, all dues, initiation fees, regular assessments and authorized voluntary contributions from the pay of each employee who is a member, fee payer or financial core member who has authorized the Company to make such deductions. Request for the check-off of assessments must be signed by either the financial secretary or president of the Union.

**ARTICLE G-10. BULLETIN BOARD** — The Union will be allocated a lockable bulletin board(s) on Company property where notices pertaining to meetings and other union business, social events, and other proper matters are permitted. Such notices must be on Union letterhead, dated, and signed by an accredited Union representative. Notices not complying must be removed.

Copies of all bulletins relating to employees covered by this Agreement will be promptly furnished to a properly accredited officer of the Union.

**ARTICLE G-11. DISABLED AND FURLOUGHED** — When new employees are required by the Company, disabled employees and employees who have been furloughed due to lack of work and who are applicants for employment will be given preference in employment over new outside applicants if qualified to perform the available work. The Company has no obligation to notify such employees of any such vacancies.

**Article G-12. BAIL BONDS** — Employees incarcerated because of their actions while engaged in the performance of their assigned duties with the Company, and acting within the scope of such duties, will promptly be furnished bond by the Company, when such is required.

Employees will have the legal assistance of the Company in any legal proceedings brought against them and the Company, provided the employees acted within the scope and course of their employment. Additionally, the Company will provide legal assistance to employees who are sued as



a result of acting within the scope and course of employment.

**ARTICLE G-13. CONTRAVENTION OF LAWS** — It is understood and agreed that the provisions of this Agreement are subordinate to any present or subsequent federal, state, or municipal law or regulation, including family leave and military leave, to the extent that any portion hereof is in conflict therewith, and nothing herein will require the Company to do anything inconsistent with the orders or regulations of any competent government authority having jurisdiction to issue the same. Because of the parties' joint commitment to safety, nothing in this Agreement or in the parties' practices will preclude the Company from complying with findings and recommendations of any governmental safety agency with 14 days prior notice to the Union. Upon request, the parties will meet and confer on such findings and recommendations. Except in the case of emergency, the Company will make no changes pursuant to such findings and recommendations before 14 days, but in no event, is the Company precluded from making any such changes after having given the Union 14 days' notice if the Company was available to meet and confer during that period.

**ARTICLE G-14. NO STRIKE/LOCKOUT** — The parties having provided for the final disposition of all disputes, differences and grievances which may arise between them under this Agreement, the Union agrees that it will not, nor will the employees, members of the Union, participate in any strike, slow down, work stoppage, or interruption of service for any purpose or reason whatsoever, nor will there be any interference with the free right of employees or passengers to enter or leave the Company's property unmolested. The Company agrees that it will not lock out its employees under any circumstances during the life of this Agreement. This no strike/no lockout commitment remains in full force and effect for the entire term of this Agreement and the parties waive their rights to engage in such actions to support any mid-term bargaining position.

If another union recognized by the Company establishes a legal picket line at a Company terminal, garage, or other facility, the employees covered by this Agreement are permitted to honor such a legal picket line only at the facility where work of the other union local is or was being performed during a regular shift.

If a union representing employees at a terminal operated by another company or by a commission agent establishes a legal picket line at a terminal, employees covered by this Agreement will be permitted to honor such a legal picket line, but only at the terminal where work of the other union local is or was being performed during a regular shift. In all such instances, operators involved may be required to drive their bus up to the picket line.

The exceptions to the no strike clause set forth above will be strictly construed.

**ARTICLE G-15. RECOGNITION OF THE UNION** — The Company recognizes the Union as the duly designated, sole and exclusive collective bargaining representative for its operators and for maintenance employees not otherwise represented by the International Association of Machinists and Aerospace Workers. Supervisory employees with the power to hire or fire or with the power effectively to recommend hiring or firing, managerial employees and confidential secretaries are excluded from this provision. It is expressly agreed that this Agreement does not cover terminals operated by the Company or the service islands associated with some terminals.

The Company recognizes the Union as the sole and exclusive collective bargaining representative of all tire technicians and parts workers at its garage facilities covered by this Agreement.

The Company also recognizes the Union as the sole and exclusive collective bargaining representative of all service workers and service technicians employed by it at its garage facilities



only, at the following locations: ; Atlanta, Georgia; Boston, Massachusetts; Chicago, Illinois; Denver, Colorado; Hyattsville, Maryland; New York, New York (including the cleaning of the drivers' dormitory); Philadelphia, Pennsylvania; Pleasantville, New Jersey; Richmond, Virginia; and Renton, Washington. By mutual written consent, the Parties may agree to extend the terms of this Agreement to additional locations where the Company employs service workers/technicians.

**ARTICLE G-16. COURT INQUEST AND INVESTIGATION** — Employees who witness but are not involved in an accident while on duty and, as a result, are required to make a report of the accident to the Company and who are later required to attend court or an inquest by subpoena, or employees who at the direction of the Company are required to attend court, an inquest or an investigation called by the Company attorney, or employees who are subpoenaed and are required to attend court or an inquest as a result of an action arising out of carrying out the specific orders of the Company, will be paid eight hours per day at their regular rate. Regular operators will receive the greater of eight hours or their missed regular run pay. The hours compensated will not be less than the amount of actual time lost plus reimbursement for any expenses incurred while making such appearance. Employees will not be required to report for duty for any portion of the day when the appearance occurs during their shift. Employees not able to obtain reasonable rest before the start of their shift will not be required to report for work on such shift. Operators returning from making an appearance on a date when their regular run is out of town may position themselves to pick up their run at the layover point, if possible. Operators who elect not to position themselves will not receive guaranteed earnings for that day.

When such service is required of employees on their regular assigned days off, or on vacation, employees will be paid at one and one-half times their regular rate for hours so used with a minimum of eight hours.

The hourly rate for operators for this provision is their driving rate.

#### **ARTICLE G-17. SAFETY**

**(a) Medical Examination.** Physical examinations required as a condition of continued employment must be performed by a physician selected by the Company and paid for in full by the Company, except as provided for in the appropriate leave of absence clauses. Initial examinations will be paid by the applicant for employment and reimbursed after the employee commences to accrue seniority.

When the Company requires employees to take examinations not required by the rules or regulations of the Department of Transportation or other regulatory body, employees affected will be paid for their time. This does not apply to employees who have physical disqualifications resulting from on-the-job injuries, conditions requiring physician-required medical re-checks, absences covered by workers' compensation, long-term illnesses, or disabilities.

Employees required by the Company to travel to take a medical exam will be reimbursed for their travel expenses.

Employees who refuse to submit to a medical examination when instructed to do so by the Company are subject to termination. Employees who fail medical examinations by a competent medical authority approved by the Company may be disqualified from service. The disqualified employee or the Union may, within 45 days after such examination, provide the Company with the written opinion of a physician selected and paid for by the employee. In the event the physician selected by the employee disagrees with the opinion rendered by the Company-approved physician, the Company and Union may meet within 45 days and select a third physician acceptable to both parties. This same procedure will be applied to employees returning from sick leave who fail to pass their return-to-work or DOT physical.



The third physician will examine the employee and render an opinion binding on the parties. If the third physician determines the employee suffers a condition correctable by treatment that is not otherwise disqualifying under the DOT regulations, the employee may continue working. If able to work, the employee will be permitted to return to work upon certification of fitness by the third physician. Expenses of the third physician will be borne equally by the Company and the employee.

In the event an employee's personal physician determines that the employee cannot perform his/her duties and the Company's physician disagrees, the Company and the Union may meet within 45 days and select a third physician acceptable to both parties. The third physician will examine the employee and render an opinion binding on the parties. The Company will notify the employee of the physician's opinion by traceable overnight delivery. In the event the third physician determines that the employee can return to work, the employee must return to work within 10 days. Employees failing to comply with this provision will forfeit seniority rights and will be removed from the seniority roster. Expenses of the third physician will be borne equally by the Company and the employee.

Employees held out of service because of physical disability will be returned to their proper places if and when the cause of disability is removed, subject to the provisions of Article G-4(f).

**(b) Random Testing.** Regular operators that are required to take a random drug test and are unable to pull their run will be guaranteed their earnings for any portion of their run they are unable to pull. These operators must notify OSC and position themselves at their away from home location to pull the next portion of their run whenever possible.

Extraboard operators that are required to take a random drug test after reporting to work will continue to be paid at their non-driving rate for the time they are taking the drug test.

Operators will only be required to take random tests after reporting to work or immediately after completing an assignment.

Maintenance employees will be sent to take the random tests during their regular work time, with no loss of pay.

**(c) Safe Maintenance of Equipment and Machinery.** The Company agrees to maintain all equipment and machinery in a safe and sanitary condition at all times.

Supervisors will not require operators to operate a motor coach that fails to comply with *FMCSR 392.7 (Equipment, Inspection, and Use)* and *FMCSR 392.8 (Emergency Equipment, Inspection, and Use)*. The Company is responsible for any fines, tickets or court costs, in relation to faulty equipment that the Company has directed to be used.

Employees who intentionally and negligently damage or cause damage or disablement to any safety device may be terminated.

**(d) Safety and Service Awards.** The Company may provide awards for safety and service.

**ARTICLE G-18. WORK PROHIBITION, SUPERVISORY EMPLOYEES** — Supervisory employees are not permitted to do any work performed by employees covered by this Agreement, with the exception that supervisory employees may perform such work, up to a maximum of 16 hours per month, for the purpose of understanding the dynamics of the work or where there are no employees available and customer needs require that the work be performed. In the latter case only, if employees were available and fit to perform the work, they will be paid as if they had performed the work.

**ARTICLE G-19. SUPERVISORY SENIORITY** — Operators who accept supervisory positions with the Company retain but do not accumulate seniority during the first 6 months in such positions, and suffer



no loss of seniority if they return to the bargaining unit within that time.

Former operators in supervisory positions who desire to return to contract positions must do so under the provisions applicable to those employees on indefinite leave with a 15-day notice to the Company and the Union. Supervisors returning to driving will be allowed a displacement to either their previous or current work location. Former operators may only exercise their right to retain their bargaining unit seniority when accepting a supervisory position on one occasion. Employees who choose to return to supervision a second time immediately forfeit their bargaining unit seniority.

**ARTICLE G-20. EMBLEMS** — Union members are permitted to wear the emblem of the Union. Emblems will be of a size and shape so as not to detract from the uniform.

An appropriate decal jointly agreed upon by the Company and the Union which integrates the separate emblems of the Company and the Union will be placed on all Company-owned coaches operated by members of the Union, and on all coaches operated by members of the Union that are leased by the Company on a lease of 120 days or more. The decal will be placed where designated by the Company and in full view of the traveling public. The Company and the Union will jointly share the cost of developing such decals.

**ARTICLE G-21. NON-DISCRIMINATION** — There will be no discrimination in hiring, promotion, or other aspects of employment because of race, creed, color, religion, national origin, age, gender, sexual orientation, disability or any other protected characteristic. No employee will be discriminated against because of affiliation with or activity in the Union.

**ARTICLE G-22. PART-TIME/SEASONAL DEFINED** — Except as provided in Article B-3, part-time and seasonal employees, as defined below, will not receive the benefits covered in this Agreement. Part-time employees and seasonal operators are hired to work less than 1,500 paid hours per calendar year. Seasonal operators are operators hired to work only during the summer season (May 15 - September 15) and/or for the following specific peak periods: Memorial Day, Thanksgiving, Christmas and Easter. Part-time and seasonal operators may not exceed 10 percent of the full-time operator workforce.

**ARTICLE G-23. REIMBURSEMENT** — All moneys spent by employees that are chargeable to the Company will be reimbursed immediately.

**ARTICLE G-24. NOTICE OF REPRESENTATIVES** — The Union agrees to notify the Company in writing of the names and addresses of its respective, duly accredited representatives and committees immediately upon their election or appointment to such office.

**ARTICLE G-25. NOTIFICATION OF PERSONNEL ACTIONS** — The Company agrees to promptly furnish the properly accredited officer of the Union with a copy of forms prepared covering the employment, classification, resignation, transfer and leaves of absence of each employee who is covered by the terms of this Agreement.

**ARTICLE G-26. PROMOTIONS** — Equal consideration will be given to employees when making promotions.

**ARTICLE G-27. UNION SECURITY** — To the extent permitted by law, all full-time, part-time and seasonal employees covered by any portion of this Agreement must become and remain members of



the Union not later than the 31<sup>st</sup> day following completion of their probationary period, or the date of this Agreement, as a condition of their continued employment with the Company.

**ARTICLE G-28. SUBCONTRACTING** — The Company agrees that hereafter it will subcontract no more than four percent of the mileage that was operated by employees covered under this Agreement in calendar year 2009. Notwithstanding any other language in this Agreement, upon 60-day notice to the Union, the Company has the right to subcontract service work, parts room work, tire work and truck driving work.

**ARTICLE G-29. SUCCESSOR** — The Company agrees that in the event of any sale or transfer of assets that results in a change of ownership of the Company, a condition of such sale or transfer will be the purchaser's recognition of the Union and assumption of the obligations of the Agreement. The Company agrees that the Union may seek to enforce this provision directly in federal court without exhausting the contractual grievance procedure.

## **BENEFITS**

**ARTICLE B-1. BEREAVEMENT LEAVE** — In the event of a death in the immediate family employees will be entitled to one three-day paid bereavement leave in each calendar year to attend the funeral. Employees will be paid at their leave rate for each day of leave. An employee's immediate family is defined as his/her spouse, son, daughter, sibling, parent, step-parent, grandparent, current father-in-law, and current mother-in-law. Employees who fail to attend the funeral will be ineligible for benefits.

**ARTICLE B-2. EMPLOYEE ASSISTANCE PROGRAM** — The Company will provide an employee assistance program to employees covered by this Agreement on the same basis as other employees of the Company.

**ARTICLE B-3. 401(K) PLAN** — During the term of this Agreement, the Company will make a matching contribution to the ATU National 401(k) Plan for each eligible participating employee which is the greater of: (i) 100% of as much of the first \$1,200 of annual compensation as is elected by the employee to defer as a salary reduction contribution, or (ii) 50% of the first six percent of an eligible employee's annual compensation elected by the employee to defer as a salary reduction contribution. Employees who work 1,000 hours or more in a calendar year are eligible for Company matching contributions in the 401(k) Plan.

Company matching contributions for eligible employees will be made on a quarterly basis, as soon as practicable following the end of each calendar quarter, but in no event later than 90 days following the end of the calendar quarter. The amount of the quarterly matching contribution will be determined in accordance with the formula in (i) above; i.e., it will equal 100% of as much of the first \$1,200 of annual compensation as is elected by the employee to defer as a salary reduction contribution. At the end of each calendar quarter the Company will determine which employees who have made elective deferrals to the Plan within the current year have worked at least 1,000 hours in the year to date, and will make Company matching contributions on behalf of those employees as described in the preceding sentence. Any employee who fails to meet the 1,000-hour requirement as of the last day of a calendar quarter will be reexamined at the end of the next calendar quarter and matches will commence once the 1,000-hour threshold is met. At the end of each calendar year, the



Company will determine whether any employees would be entitled to a greater matching contribution under the formula in (ii) above, i.e., 50% of the first six percent of an eligible employee's annual compensation elected by the employee to defer as a salary reduction contribution. If a match eligible employee would be entitled to a greater match under formula (ii) than under formula (i), the final match for the year will be made in an amount that would true up the employee and make the employee whole as if formula (ii) had been applied in lieu of formula (i) for the year. There will be no obligation for the Company to make a contribution of any additional amount to reflect earnings on true up amounts.

**ARTICLE B-4. HEALTH AND WELFARE** — All full-time employees who have completed their probationary period and meet the eligibility criteria set forth by the Trustees of the Greyhound Lines, Inc./Amalgamated Transit Union Health and Welfare Trust ("the Plan") will be eligible for benefits provided by the Plan. Health benefits provided by the Plan will be funded by monthly contributions from the Company and participants.

(a) **Contributions.** The Company and each participating employee ("Participant") will be required to make contributions at the levels set by the Plan's Board of Trustees depending upon the coverage each Participant selects. The Company's contributions will be on a per Participant basis. Participants will make contributions on a weekly or biweekly basis and the Company will make contributions on a monthly basis.

(b) **Maximum Monthly per Participant Contribution.** The Company's Maximum Monthly per Participant Contribution to the Plan will be limited each year to the following

<u>Period Ending</u>			
<u>Dec-18</u>	<u>Dec-19</u>	<u>Dec-20</u>	<u>Dec-21</u>
<u>\$614.90</u>	<u>\$748.87</u>	<u>\$822.49</u>	<u>\$901.52</u>

The total monthly contribution to the Plan during any month will equal the Company contribution plus the Participant contributions calculated in accordance with Article B-4(c). The Company contribution will be limited if necessary pursuant to this Article, B-4(b).

(c) **Level of Benefits and Contributions.** The levels of contributions will be calculated to result in a Company maximum contribution percentage of 72%. This will be based on reasonable actuarial assumptions regarding the range of coverage elections that may be selected by Participants and the premiums that are likely to be collected as a result.

(d) **Permissible Reserve.** When determining Participant and Company contributions for a forthcoming 12-month period, the Trustees will establish a reasonable reserve target based on four months of projected or actual claims experience.

The Trust will use any additional excess in reserves to reduce the contribution rates for the next three (3) calendar years (*rolling years*) in an attempt to smooth out the contribution rates.

(e) **Dental, Vision, and Other Supplemental Coverage.** Full-time, non-probationary employees may elect to receive dental coverage, vision coverage, and/or any other supplemental



group insurance or fringe benefits provided through the Plan. The cost of any such dental coverage, supplemental group insurance, or fringe benefit will be borne entirely by the participant electing the coverage.

(f) **COBRA Coverage.** Any participant receiving benefits pursuant to COBRA will pay 102 percent of the total cost of such coverage. The Company will not be required to pay any portion of a participant's COBRA coverage. Further, participants will pay 100 percent of the cost of any Direct Pay or Reimbursement Account benefits, and the Company will not be required to pay for any portion of such benefits.

(g) **Material Changes.** In the event of a material change in the external factors impacting the financial position of the Plan, including but not limited to; the law, regulations, actual claims cost, reserves or the financial position of the parties, the Company and the Union will meet within thirty (30) days, to evaluate and determine any potential changes to this Agreement to maintain health and welfare benefits.

**ARTICLE B-5. HOLIDAY PAY** — There will be eight recognized holidays: New Year's Day, Martin Luther King's Day, Friday before Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Employees' holiday pay will be at their leave rate.

Maintenance employees only: In order to receive holiday pay, employees must work a full shift on the last scheduled work day prior to the holiday; the holiday if they are scheduled to work the holiday; and the first scheduled work day immediately after the holiday, unless an active employee has been properly excused for leave without pay on such day(s). Approval of such leave must be requested in writing and, if granted, granted in writing.

Operators only: In order to receive holiday pay, operators must work a full shift (extraboard operators must be available the full calendar day) on the days specified in Appendix A, unless an active employee has been properly excused for leave without pay on such day(s). Approval of such leave must be requested in writing and, if granted, granted in writing.

Holiday pay is intended to ensure that all employees, whether they work on the holiday or not, receive an additional day's pay for each holiday, provided all such employees who are not available as required by this Agreement will not receive holiday pay.

Employees must have a minimum of 90 days service to qualify for holiday pay.

**ARTICLE B-6. JURY DUTY** — The Company will pay operators on jury duty the difference between missed earnings for regular operators or the leave rate (as defined in *Leave Rate*) for extraboard operators and the daily amount paid for such jury duty. Operators returning from jury duty on a date when their regular run is out of town may position themselves to pick up their run at the layover point if possible. However, if they elect not to position themselves, earnings guarantee will not apply for that day. Employees who are unable to report for work due to "on call" jury duty will be paid the same as above.

Maintenance employees on jury duty will be allowed the difference between their leave rate and the daily amount paid for such jury duty.

**ARTICLE B-7. LEAVE RATE** — Unless otherwise specified, the leave rate for operators will be calculated as 1/6 of 1/52 of their earnings during the previous 12 calendar months. Any operator off for 30 consecutive days or more without pay because of illness, workers' compensation injury, furlough, or any new operator with less than one year of service will have their leave rate calculated



on a prorated basis, based only on actual weeks worked in the previous 12 calendar months.

Missed earnings will mean the amount of earnings that an employee would have normally earned on a regularly scheduled workday. For regular operators, missed earnings will include all pay items applicable to the run (signon/signoff, fueling, garage, minimum day guarantee, etc.) Employees are not entitled to missed earnings for any scheduled day off.

The leave rate for maintenance employees is calculated as eight or ten hours' pay, according to the bid schedule, at the applicable hourly rate.

Maintenance employees who are currently on leave and have been on leave for 180 days or more will have a Leave Rate of \$0.00.

**ARTICLE B-8. PASSES** — Employees passing their probationary period will be granted an annual pass to be used in accordance with Company policy.

**ARTICLE B-9. RETIREMENT PLAN** — The Company and the Union agree to continue the existing Greyhound Lines, Inc./Amalgamated Transit Union National Local 1700 Retirement and Disability Plan hereinafter referred to as "Retirement Plan" subject to the following modifications: (1) In the event the Retirement Plan actuary notifies the Retirement Plan Trustees on or before November 1 of any plan year that a contribution to the Retirement Plan is likely to be required for the succeeding plan year (e.g., by reason of an expected change in actuarial assumptions or methods or otherwise) hereinafter referred to as the "Notice," the parties will meet to negotiate a method of avoiding such required contribution, but upon the failure of the parties on or before the December 8 following receipt of the Notice to agree upon a method to avoid such contribution, all future benefit accruals under the Retirement Plan will be frozen effective December 31 of the year of the Notice; (2) if, after the Retirement Plan has been frozen, any subsequent annual actuarial valuation by the Retirement Plan's actuary reports that the market value of the assets of the Retirement Plan exceed 115 percent of the actuarial present value of accumulated plan benefits, the parties agree to negotiate retroactive benefit increase(s), in accordance with the pre-freeze benefit formulas, for those participants whose future benefit accruals were frozen as a result of (1) above, but in no event will such benefit increase(s) cause the market value of the assets of the Retirement Plan to be less than 115 percent of the actuarial present value of accumulated Retirement Plan benefits, determined after the benefit increase(s) described above.

**ARTICLE B-10. SICK LEAVE** — After one year of service, employees are eligible for paid sick leave for days missed in cases of non-work-related injury and illness, not to exceed six days per year, subject to the following exclusions:

1. Sick leave claims are limited to those days excluded from coverage by state workers' compensation law.
2. No employee will receive sick leave payments for the first day, whether or not a work day, except if an employee is hospitalized during the one-day waiting period, sick leave benefits commence as of the first day of hospitalization.
3. Employees who obtained their annual physical and biometric screening and who provided signed documentation of such from their medical provider during 2017, will have their waiting period set to zero on April 1, 2018.
4. During each calendar year beginning 2018 through 2020, employees who obtain their annual physical and biometric screening and who provide signed documentation of such from their medical provider during the year, will have their waiting period set to zero for the upcoming calendar year.



5. Sick leave waiting period for operators and mechanics will revert to one day if the employee fails to obtain their annual physical and biometric screening or who fail to provide signed documentation of such from their medical provider during any calendar year. The waiting period will revert to one day during the calendar year following such year.
6. Employees may take one day per year with no waiting period to obtain a documented wellness exam or test.
7. Employees are not entitled to sick leave benefits for any time lost by reason of sickness while on vacation.

Sick leave for extraboard operators will be paid at the leave rate as follows:

1. The waiting period will not be paid.
2. The next six days will be paid.
3. The seventh day is a day off and will not be paid.
4. Thereafter six days will be paid followed by one unpaid day.

Regular operators and operators on hold-downs will be paid missed earnings less the waiting period. Missed earnings will continue until the end of the hold-down for extraboard operators and until they return to work for regular operators. Sick leave for maintenance employees will be missed earnings for regular hours after the waiting period.

Employees may accumulate unused sick leave from year to year. Accumulated sick leave may be used only for a period of sickness exceeding 10 consecutive days, but will be paid in accordance with the above, retroactive to the end of the waiting period for such sickness. Where allowed by law, employees requesting to use their accumulated sick leave must submit medical evidence of their illness from a licensed medical doctor or other satisfactory evidence on forms provided by the Company. The waiting period will begin on the date the doctor's note states he/she was unable to work.

The expense of this medical evidence will not be borne by the Company. At its option, the Company may require a special examination of an employee by a designated doctor paid for by the Company.

Employees will notify their supervisor of absences on account of sickness or fatigue by the end of the first 12 hours of the book-off with an expected return to work date. Supervisors/Managers will not contact the employee within the first 12 hours.

An application for sick leave benefits will be made within five days after return to work.

Sick Leave days do not transfer to BoltBus but do remain in the bank. Should the operator return to Greyhound, the bank will again be available to the operator.

Wherever state/municipal/federal ordinances or laws allow an exception or waiver relating to their paid leave acts (sick or otherwise), for represented employees, the parties agreed to waive the provisions and requirements. This includes, but is not limited to Seattle, WA; San Francisco, CA; and Chicago, IL.

**ARTICLE B-11. VACATIONS**— Vacations are earned and granted in the following manner:

- Employees who complete one year but less than 11 years of continuous employment will be granted two weeks paid vacation.
- Employees who complete 11 years but less than 21 years of continuous employment will be granted three weeks paid vacation.
- Employees who complete 21 or more years of continuous employment will be granted four weeks paid vacation.

Employees will be paid their leave rate for each day of paid vacation except regular operators and extraboard operators on hold-downs, who will be paid missed earnings (as defined in *Leave Rate*).



Each week of vacation for extraboard operators includes six days of paid leave and one day of unpaid leave. Operators who are on leave will be paid based on their previous job if the operator held a job during the current or prior bid cycle.

Employees with less than 21 years of service are allowed to bank one week of vacation each year up to a maximum of 30 days. Employees with 21 or more years of service may bank two weeks of vacation each year up to a maximum of 60 days. Mechanics will bank four or five paid days per week, depending on the garage schedule, and drivers six paid days per week of vacation. All remaining vacation must be bid and taken in the year earned. Banked vacation can then be sold, taken as extra week(s) of bid vacation, or taken as personal time off one day at a time (VPTO) subject to Company approval, provided 24 hours advance notice is given.

When selling VPTO, employees will be paid the leave rate as defined in the *Leave Rate* provision for each day sold or taken as VPTO.

Employees wishing to take VPTO because of illness must comply with the provisions governing sick leave.

The annual posting date of vacations will be during November and December, with vacations to be taken the following calendar year. The Company will designate periods when vacation must be taken and will post at each location a list showing same and the number of employees who can take vacations during the same period. Employees will bid on vacation periods in accordance with their seniority. Employees may, in bidding on vacation dates, divide vacation in units of weeks. Employees will bid their vacation at vacation bidding time regardless of their anniversary date. Employees who are inactive at the time their bid is due must contact a supervisor to submit their bid, which will be placed on the vacation bid sheet, by the supervisor. Employees must elect to bank vacation by October 15<sup>th</sup> of each year for the next calendar year.

In the event of the death of an employee, his/her beneficiary will receive any vacation benefits due him/her at the time of his/her death. Employees leaving the service of the Company will be paid for all earned and unused vacation days. Earned and unused vacation will be paid for at the leave rate as defined in the *Leave Rate* provision.

To the extent allowed by law, employees leaving the service of the Company will be charged, and appropriate amounts will be taken out of any moneys due the employee, for the number of days' vacation not earned for which they have been paid.

Operators who move from one location to another will carry their scheduled vacation time with them to their new location. Non-operators who change their locations will retain any previously scheduled vacation times only to the extent practicable, as determined by the Company.

Vacations for non-operators commence the day after their scheduled day off. Operators will start their vacations on Monday unless they are on a run where they are away from their home location on Monday; in which event, they will start their vacation on either the commencement or after completion of their run. Regular run operators whose run is away from home on the first day following their vacation will be allowed one of the following options:

- Use one day of VPTO at the end of their vacation (black-out dates and Company approval will be waived in these instances).
- Position themselves at the away-from-home location to pull their run.
- Pull their regular run on the last day of vacation with no loss of vacation pay.

Regular operators must notify their supervisor prior to the posting of the hold-down which option, if any, they elect.

Employees who have a leave rate of \$50 or less may request to sell all of their vacation and continue working through their scheduled vacation period.

When an operator transfers from a Greyhound Operator position to a BoltBus Operator position,



the operator will have the option to transfer their available VPTO days with them to BoltBus or they have the option to sell them at their leave rate. Operators who have been awarded vacation but not used that vacation will be allowed to carry the vacation when moving. Weeks awarded and not used will be scheduled by management and will be paid at the rate in effect at the time the vacation is used.

In locations with over 30 employees, there will be at least one vacation slot available for each week of the year.

## **OPERATORS**

**ARTICLE O-1. BIDDING**— All bids and hold-downs will be maintained in the system for six months. Overtime or missed earnings does not apply to regular operators changing days off as a result of bidding a new run, exercising their displacement options, or being displaced. Extraboard operators awarded a hold-down will not be eligible for missed earnings or overtime as a result of work performed prior to the beginning of the hold-down.

**(a) Regular Runs and Extraboard Selection.** The Company will conduct a minimum of three nationwide general bids for all regular runs and extraboard positions to be effective in January, June, and August/September. Operators who have worked during the current bid period and prior to the new bid closing are eligible to bid. Runs will be awarded on a seniority basis. If a qualified operator does not bid a run, the Company may assign such run to the most junior qualified operator.

Operators bidding regular runs must qualify themselves to work the bid job. Qualified includes, but is not limited to, proper licenses, passports, bilingual skills and knowledge of the route bid. The term “Bilingual” refers to the ability to effectively communicate in both English and Spanish. This means the operator must be able to both understand and speak enough of both languages to ensure that they can inform customers of the basics needed for a successful trip, respond to basic questions the customer may pose during a trip, and must be proficient enough to ensure effective communication in case of an emergency.

In recognition of the business need for all operators to be available during run bid changes, the following rules apply to the general bids:

- Operators changing locations with the June general bid must assume their new assignment effective on the first day of the bid. Operators who have a legitimate reason for an extension on their arrival date must secure an authorized leave of absence from a Company supervisor at the new location.
- Operators who do not change locations for the June general bid must pull the first cycle of their new run unless it would cause a loss of earnings between the pay for the old and new assignment.
- Operators changing locations with the January or August/September general bid must work through the final workday prior to the effective date of the January or August/September bid.
- Operators who do not change locations for the January or August/September general bid must work the last complete cycle of their run bid unless it would cause a loss of earnings between the pay for the old and new assignment.
- Home Location – If an operator’s first day of the bid is an off day and he/she chooses to work, so long as the operator is at his/her home domicile, he/she will be entitled to time and one-half pay for work performed.
- Away From Home Location – If an operator is away from home during the first day of the run bid change and it is their day off on the new run cycle and he/she is given an assignment, they will be entitled to time and one-half pay.



If an operator is away from home during the first day of the run bid change and it is their day off on the new run cycle and he/she is given a DHOC to return home, the operator will not be entitled to overtime.

- Unless otherwise stated above, operators who change cycles due to a run bid change are not entitled to lost wages or overtime.

Eligible operators who fail to bid forfeit their rights to displace except to the extraboard at the operator's home location. This will not apply to operators on a FMLA qualifying leave (includes sick leave and Workers' Compensation) or military leave. Operators who are reinstated or are returning to work from an authorized leave, who have not forfeited their rights to displace, will be assigned in the following manner:

- Operators returning from leave who have held a job in the current bid must return to their prior job.
- Operators returning who have not held a job in the current bid or been awarded a job in the upcoming bid may displace any junior operator at any location.
- Operators who are reinstated may displace any junior operator at any location.

Extraboard positions are bid by seniority. The Company will determine the number of extraboard positions at each location. Operators who do not receive their bid choice on a general bid may be assigned to a vacancy within 100 miles of their present location. If no vacancies exist, they will be furloughed immediately. Operators furloughed or who are assigned to a location (which they did not bid) will be allowed to return to their previous home location (last bid location) when positions become available, in seniority order.

Should extraboard positions be posted between general bids, all active extraboard operators will be eligible to bid on such positions. Assignments will be by seniority from among those who bid except drivers involuntarily assigned to another location or inactive operators will be awarded positions at the location they last worked ahead of active unassigned operators from another location. Operators will be responsible to be aware of such postings and the Company is not obligated to notify operators of any such postings. Operators must be available on the effective date of the bid. Successful bidders for the posting of extraboard positions under this provision waive the ten-day recall language.

For purposes of work assignments, the San Diego and San Ysidro extraboard operators will be assigned to and rotate on the SDO (San Diego) extraboard. When filling open assignments and bidding hold-downs, all extraboard operators will be assigned using the San Diego (SDO) extraboard.

Runs will continue to originate in both San Ysidro and San Diego. When permanent vacancies or displacements occur, operators will be allowed to bid or displace runs originating in either San Ysidro or San Diego. To allow for system constraints, all runs will be designated as San Diego runs regardless of their point of origin.

**(b) Hardship Transfer.** Operators may request a transfer to a new location if their continued work at their home location creates a hardship. Hardship transfers are subject to Company and Union approval. Operators granted a hardship transfer forfeit all bidding and displacement rights for the duration of the current bid at their new location.

**(c) Permanent Vacancies.** Permanent vacancies between general bids will be available for bid provided 30 or more calendar days remain from bid award date until the next general bid effective date. Such runs will be awarded to the most senior qualified operator bidding the open run. Qualified includes, but is not limited to, proper licenses, passports, bilingual skills and knowledge of the route



bid. Only operators who have worked during the current bid period at the location of these runs are eligible to bid these runs.

Permanent vacancies will be available for bid in the online bidding system. Bidding will commence on the first and third Wednesday of each month and will be awarded on the second and fourth Wednesday of each month at 12:01 p.m. Central Time. Bidding may be adjusted by up to two days if the closing date will fall on a holiday. It will be the operator's responsibility to check in online bidding to determine if runs are available for bid and to submit a bid on any desired run(s).

Successful bidders must complete the current cycle of their old run. Such operators will be assigned to the next departure from their home location of the new run, allowing for at least eight hours rest.

The first run vacated as the result of a successful bid on a permanent vacancy may be bid by all operators who have worked during the current bid period at the location of that run. Subsequent runs vacated as the result of a successful bid on a permanent vacancy may only be bid by extraboard operators in that location. Such runs will be awarded and assigned to extraboard operators as described in the *Hold-Downs* provision. Once awarded, the operator will become the regular run operator for the duration of the bid period.

**(d) Material Change.** The following are considered material changes:

1. Change of location of assignments.
2. Change of run destination (excluding garage and/or terminal changes within the same city).
3. Change of more than an aggregate of one-hour signon or signoff time in the assignment at the operator's home location in a three-month period.
4. Change of more than one-hour signon or signoff time in the assignment at the operator's home location.
5. Change of day(s) off.
6. Change of assignment resulting in an increase or decrease of \$175.00 or more per month in earnings.

When the working conditions of regular runs are materially changed, operators have the following options:

1. Remain on their run.
2. Displace to their home extraboard.
3. Displace any junior regular operator at their home location.

Runs vacated under this provision will be handled under the Permanent Vacancies provision.

**(e) Displaced Operators.** Operators displaced by senior operators, or who for any reason are deprived of their assignment through no fault of their own, must displace a junior operator at their home location. Operators must displace a junior operator within 48 hours of the time they have been advised that their run has been canceled, materially changed, or they have been displaced; not when the change takes place. Operators on sick leave, off for other approved cause, who are reinstated, or instructing at a Driver Training School must displace within 48 hours of being cleared to return to work. Cleared to return to work will include but is not limited to, a doctor's release, passing a DOT physical if required, and completing any necessary refresher courses. In the case of instructors returning from a Driver Training School, 48 hours will commence 6:00 a.m. on the day following their release from school.

Operators who have submitted a bid for a permanent vacancy, as described in the Permanent Vacancies provision, will not be required to displace until the award of the permanent vacancy, and if unsuccessful in that bid, the operator must displace within 12 hours of the award. Such operators



will be assigned to the extraboard until the award of that bid.

Operators exercising their right to displace another operator are required to give at least 12 hours' notice to the Company prior to the departure from their home terminal. Notification of displaced operators will be attempted first by telephone. If the operators cannot be contacted by telephone, a VRU message will be left.

Displacements are effective on the first outbound trip after proper notice is given as described above, or on the date the material change/cancellation becomes effective, whichever is later.

**(f) Hold-Downs.** Hold-downs consist of temporary vacancies due to vacations and other leaves. Hold-downs will be subject to bid by all extraboard operators at the location of the temporary vacancy. Temporary vacancies will be available for bid as hold-downs only when there are five or more known working days included in the hold-down period.

Hold-downs will be available for bid each week beginning on Thursday until they are awarded the following Thursday at 12:01 p.m., Central Time. Hold-downs will be posted in the online bidding system. Bidding may be adjusted by up to two days if the closing date will fall on a holiday. The regular runs of operators booking off sick or on Workers' Compensation, Thursday through the following Wednesday (a seven-day period), will be posted on the following Thursday.

Operators must qualify themselves to work the hold-down. Qualified includes, but is not limited to, proper licenses, passports, bilingual skills and knowledge of the route bid. Operators must indicate whether they will take any scheduled days off immediately at the end of the hold-down at the time they bid. Hold-downs will be awarded to the senior qualified active extraboard operator. To be considered active, operators must be on the extraboard available for call, be on assignment, or on approved time off at the time the hold-down is awarded. Operators who have missed out, booked off sick, booked off fatigued, are on Workers' Compensation, or are on any other type of leave, at the time the hold-down is awarded, will not be awarded the hold-down. If the most senior operator bidding a hold-down is booked off indefinitely, or known to be unavailable for the entire period of the hold-down, the hold-down will not be awarded to that operator. If a hold-down is not bid, it may be assigned to the junior operator on that board or may, at the Company's discretion, be worked off the extraboard.

Successful bidders of a hold-down will take the first outbound trip at the home location with a signon time nine hours or more after the hold-down is awarded, provided they are available and have sufficient rest. Such operators will be removed from the board nine hours before the signon time of the run. Successful bidders out on an assignment at the time they should have been removed from the board must complete their assignment and pick up the hold-down at their home location, after they have secured their rest. Earnings guarantee will not apply.

Operators called for an extraboard assignment and instructed to report 12 hours or less before the report time of the hold-down assignment may, at the time of the call, decline to report for the extraboard assignment if sufficient operators are available. Operators who decline such assignments will be removed from the board and placed on the hold-down at that time. If sufficient operators are not available, the assignment must be accepted. If such operator is unable to pull the first trip of the hold-down, the operator will be paid the greater of the first day of the hold-down or the work performed.

Operators working hold-downs of driver instructors, who temporarily return to their regular runs from instructor duties, may elect to return to their hold-downs provided the driver instructors are scheduled to work five days or less (regular assigned work days) on their regular run before returning to instructor duties. Hold-down operators must be informed of the date they can return to the hold-down and must elect at the time they are notified, whether or not they wish to return to the hold-down.



Hold-down operators electing to resume the hold-down will be placed onto the extraboard without hold-down bidding rights during the time the driver instructors are working their regular run.

**(g) Bilingual.** The Company reserves the right to designate any runs consisting of routes, miles or schedules previously subcontracted as “Bilingual”.

The Company reserves the right to designate any runs with schedules that start or end in a Mexican border town or any schedule that crosses the border as “Bilingual”.

In addition, the Company may identify additional runs as “Bilingual”. These additional Bilingual runs may include and will be subject to the following:

- Any other Run with schedules where the Company can show that at least 40% of riders are Hispanic.
- For purposes of designating Bilingual runs, the Company will meet and confer with Union’s Local President and Union Regional Vice-President/ABA prior to making a final determination.
  - If there is a protest in the decision to designate the run Bilingual, the issue will be referred to the grievance process and, if necessary, to expedited arbitration. The issue to be arbitrated will be whether the Company’s decision was capricious and arbitrary.
  - Runs will not be changed until the outcome of this process. The parties agree that they will operate in good faith and do everything within their power to expedite the process. In no case will the issue be delayed more than 60 days.
  - Current runs that are presently operated by regular Greyhound Operators which the Company believes should be Bilingual, will not be changed for at least one bid cycle to allow Operators time to adjust and/or determine if they can qualify.

Runs identified as “Bilingual” will require the successful bidder(s) to be bilingual.

Assignments to the extraboard for open Bilingual runs will be first made to available operators who meet the bilingual qualifications, then to the first-up extraboard operator.

Operators awarded hold-downs and permanent vacancies on these runs must be “Bilingual”.

For drivers who request Bilingual training, the Company will provide an online training course and a qualified “Bilingual” instructor (or tutor) to assist.

The term “Bilingual” refers to the ability to effectively communicate in both English and Spanish. This means the operator must be able to both understand and speak enough of both languages to ensure that they can inform customers of the basics needed for a successful trip, respond to basic questions the customer may pose during a trip, and must be proficient enough to ensure effective communication in case of an emergency.

However, the Company retains the right to reinstate the “Bilingual” requirement on any or all of the schedules formerly operated by Americanos should it determine that it is in the best interest of the business to do so.

The Company may use operators outside of this bargaining unit to shuttle across the border.

**ARTICLE O-2. EXTRABOARDS** — The Company reserves the right to establish, maintain, alter, eliminate, or change extraboards at locations where the necessity of the service requires. Seniority choice will determine the operators who are assigned to the extraboards. The extraboard to which a new operator is assigned will be designated by the operator’s seniority bid. Seasonal operators will rotate on the extraboard and will be eligible to bid on designated runs and hold-downs only. Part-



time operators will rotate on a separate extraboard and will not rotate on the full-time extraboard. The order of assignment for extraboard work is full-time/seasonal extraboard operators, regular operators who have declared a willingness to work extra, part-time operators, regular operators required to work extra, and rentals. Regular operators who have declared a willingness to work extra and regular operators required to work extra include pre-assigned regular operators.

Full-time extraboard operators who are available for service 12 days in a payroll period will receive a biweekly guarantee of 80 hours at the prevailing federal minimum wage rate. Available for service means that an operator must be promptly accessible by telephone or be present at the garage or terminal if directed by the Company. Holiday pay is in addition to the biweekly guarantee.

When an extraboard operator transfers from one board to another after learning two routes of the board to which the operator transfers, the operator will be placed on the extraboard for work. Extraboard operators must qualify for all runs serviced by their extraboard within 30 days from the date assigned. An extraboard operator who fails to become qualified within such period will be removed from the board and must learn all routes.

Extraboard operators entitled to an assignment over a route they have not learned may be removed from the board and required to ride the trip and learn the route. This provision will not apply to an operator at any away-from-home location.

**(a) Extraboard Run Assignments.** Extraboard operators assigned to a regular run will be paid at the non-driving rate up to the signon time of the run. Such operators will be treated as if they were a regular driver for the duration of the assigned run. Article O-5 Late Arrival and Cancellation will apply. Extraboard operators assigned to extra sections, charters, deadheads, or to DHOC will be paid at the non-driving rate from their report time up to the actual time of departure. Extraboard operators who report to work and, through no fault of their own, earn less than \$80.00 before being released to obtain their rest will be guaranteed a minimum of \$80.00. Extraboard operators placed on protection who are released without receiving an assignment will be guaranteed a minimum of three hours pay at the protection rate. Operators released prior to the end of the third hour who miss an assignment for which they are qualified during such three hours will receive runaround compensation.

Assignments to the extraboard for open "Bilingual" runs will be first made to available drivers who meet the bilingual qualifications, then to the first-up extraboard operator. Open runs will be assigned no later than the signon time in the Run Guide. Extraboard drivers assigned to such open runs will be paid non-driving pay up to the signon time in the Run Guide. Doubles, deadheads, SOBOs and DHOC will be assigned at least 15 minutes prior to scheduled departure time, if known, or when they develop. When simultaneous assignments occur, the first-up operator will make his/her choice on available work, the second-up operator will make his/her choice of the remaining available work, and so on.

If an operator's assignment is canceled, such operator will remain first up for the next unassigned piece of work without a bump. If the operator does not receive another assignment before being released from protection and another operator has worked around him/her, such operator will be entitled to a runaround.

Extraboard operators will not be held on protection for more than five consecutive hours unless an assignment is received prior to the end of the fifth hour. In no case will extraboard operators be eligible for assignments that would cause them to exceed 16 hours from their original report time until their anticipated signoff time except in cases of DHOC assignments. Extraboard operators are responsible for notifying Operations Support Center when an assignment would cause them to exceed 16 hours.

Extraboard operators assigned to straightaway runs (a run that requires operators to secure their



rest before returning to their home terminal) will be assigned the entire run. However, upon arrival at the away-from-home location where an extraboard is established, operators may elect to vacate the run and be placed on the extraboard by notifying Operations Support Center at the time they sign in at the layover location. Operators will then fall under all provisions of the *First-In, First-Out* language except that the *Layover* and *Meal Allowance* provisions will not apply. This does not apply to extraboard operators assigned to a turn-around run (a run in which operators are not required to secure their rest before returning home).

Open regular runs will be assigned to the first-up extraboard operator from the location where the run originates. If no extraboard operators from the location where the run originates are available, the run will then be assigned board-to-board under normal first in, first-out rules, except that assignments will continue through Baltimore.

Regular run assignments based in Seattle, Washington requiring operators to be away from home for more than 48 hours will be assigned, when possible, nine hours in advance of the signon time. When it is not possible to the assignment nine hours in advance, the assignment will be made as soon as it is known.

Extraboard operators assigned to extra sections going away from their home location may be assigned to operate the section to the extent that their DOT hours allow, except the operator will be relieved at an extraboard location when another operator is available with hours to his/her home terminal and the schedule is going to his/her home location. The schedule must have 30 minutes or more at the location to allow for the change of operators.

When operators deadheading buses are required to secure their rest at or near an extraboard location, they will be relieved according to the provisions of *First-In, First-Out* language.

Operators who are away from home and have secured their rest for the second time since departing their domicile will be paid an additional \$50 for each assignment they receive (driving or DHOC or any combination thereof) that does not result in the operator being released at home. This provision does not apply to operators performing work under the Temporary Transfer articles.

Probationary operators will be given assignments under the following rules:

- Operators identified as probationary will rotate on the extraboard with all operators. However, they will not receive assignments which would take them beyond the specified boundaries, such as charters or lengthy deadheads. They also will not be assigned to temporary transfers.
- When a probationary operator arrives at a foreign location, potential assignments will be evaluated within the geographic boundaries established. Should it appear that no such assignments are forthcoming, the operator may be cushioned home ahead of other operators in bed, without the Company incurring a runaround penalty.
- When a probationary operator is first up for work taking him/her outside the boundaries described, the operator may be passed over without a runaround penalty.
- When a probationary operator is the only available operator – the board is depleted – an assignment may be made that deviates from these rules but the operator will be tracked and returned to his/her home location as soon as practical.

**(b) First-In, First-Out.** Extraboard assignments will be made on the basis of first-in, first-out.

Operators returning to their home location, who will arrive within six hours of their first report time since securing their rest, will be allowed to remain first up for any known assignment, for which they are eligible, that is planned within two hours after their arrival. Such operators must advise OSC two and one-half hours or more before their expected arrival to indicate their desire to remain first-up upon arrival. At the time of the request, the operator must notify OSC of their election to be



returned home at the end of any subsequent assignment. OSC will have the right to deny the request. Operators placed on protection and then released because the assignment does not materialize will be released and placed at the bottom of the extraboard. An operator who chooses to remain first-up at their home location will not be entitled to the second rest penalty if he/she secures their rest as a result of the assignment. In case of staffing shortage, such operator may be required to remain first-up.

Extraboard operators arriving at their home location who are required by the Company to remain first up and work away from their home may elect to be sent home immediately at the end of the assignment on the first available assignment or DHOC.

Extraboard operators will not be assigned an extra section through their home location unless their home board is depleted. This provision does not apply to sections where the same location code is used in the system for two different physical locations.

Extraboard operators who arrive at an away-from-home location without an assignment and not on temporary transfer will not be given a report back time more than two hours after their arrival time or a driving assignment more than five hours after their arrival time. Operators will be placed on protection after two hours if an assignment is anticipated between hours two and five. Under no circumstance will an operator be given any assignment that will exceed the 16-hour rule defined in O-2(a). Such operators will be worked first-in, first-out to or towards their home terminal except in the following two circumstances:

- When the extraboard is depleted, in which case operators may be used on any assignment in any direction.
- Extraboard operators put to bed at an away-from-home location will not be called to work following their release from duty until they have secured their nine-hour rest, unless the extraboard is depleted. The runaround provision (Article O-2(c)) will not apply to the extraboard operators securing their rest from their release through the tenth hour (fresh time plus call time.)

Operators will be first-out for assignments going directly to their home terminal ahead of drivers going toward their home terminal. However, all operators based in locations beyond the maximum driving distance will be considered as home terminal operators of the location at the maximum driving distance. An assignment that takes operators to a location 30% or more closer to their home location in terms of distance will be considered "toward." At the election of the operator(s) who is eligible for a "toward" assignment(s), such operator(s) may bypass a "toward" assignment(s) to take a planned "to" assignment(s) scheduled to depart within four hours of the "toward" assignment. Such election must be made known to OSC with sufficient time (no less than three and one-half hours) to allow another operator to be called to work for the bypassed assignment. If the planned assignment does not materialize, the "runaround" provision does not apply.

All extraboard drivers arriving in Montreal will be used on a first-in/first-out basis, regardless of home board designation, for all extraboard assignments. The only exception is an open Montreal run will be assigned to the first-up qualified Montreal extraboard operator. Extraboard operator(s) called down to protect, not used, and put back to bed will be handed as follows: the operators will remain on the extraboard in their original position(s). Their fresh time will be reset to nine hours from their release time.

Upon completion of an assignment, an extraboard operator will be placed on the extraboard at the scheduled arrival time of the assignment unless the operator is more than 60 minutes late. Extraboard operators arriving more than 60 minutes late will be placed on the extraboard at their actual arrival time. For multiple-section SOBOs and charters, the first operator arriving and signing in at the completion of the assignment will set the extraboard placement/schedule time which sets the 60-minute window. Operators on deadheads will have their extraboard placement time set by the



scheduled deadhead driving time. Extraboard operators on multiple-section charters, SOBOs, schedules, deadheads or DHOC assignments that arrive within 60 minutes of the set arrival time of the multiple-section assignments will be placed on the extraboard in the order assigned at the point of origin.

When two or more operators arrive at their home board at the same time they will be placed on the bottom of the extraboard or become first up in the same order that they departed their home terminal.

Extraboard operators returning to their home extraboard may request additional time to get fresh if they do so within one hour of signoff time. Also, extraboard operators will be allowed to float the board for 12 or 24 hours, manpower permitting. (For example, an operator arrives on 10/8 at 3:00 a.m. After making a 12-hour request and the request is approved, his/her fresh time would be adjusted to 10/8 at 3:00 p.m.)

Extraboard operators required to undergo training by the Company will be called to work in board order bypassing any operators who have already received the training. Upon completion of the training, operators first up for call(s) will remain on protection for such call(s) so long as the anticipated assignment is within five hours of their original report time and the assignment would not cause the operator to exceed 16 hours on duty. If the work does not materialize, the operator(s) will be paid a minimum day guarantee and will revert to the bottom of the board. If there is no anticipated assignment, the operator will maintain his/her current board position, will be paid actual training time and will have their fresh time reset and will not be entitled to minimum day guarantee.

Operators returning home after having reported to work more than 10 hours previous to arrival at home will not be required to remain at work for training.

This language will not apply to individualized refresher type training.

**(c) Runarounds.** Extraboard operators who, through no fault of their own, are runaround will receive a runaround payment. In no instance will runarounds apply to regular operators including regular operators working on the extraboard. Extraboard operators will verify that they are on the extraboard and in the correct position and immediately notify their supervisor when they have been placed in the wrong position on the board or left off the board. Regardless of circumstances, an operator will not be entitled to more than one runaround payment in any 24-hour period.

Runarounds will be paid at the fixed rate of \$80.00 per occurrence per approved runaround. If an operator is runaround and does not work within the next 12 hours, the operator will be entitled to pay for the assignment missed, and will not receive the \$80.00 penalty. Only the first-up operator at the time of occurrence will be entitled to a runaround payment except when rental operators are used.

If business plans indicate a potential operator or equipment shortage, the Company may assign a regular operator, part-time operator, or rental operator ahead of available extraboard operators. This will permit the Company to assign regular operators to work that will allow them to return home in time to be available to pull their next scheduled run. It will also permit the Company to assign rental or part-timer operators to assignments that will allow them to work and return home before their available period ends. The first-up extraboard operator missing an assignment under this provision is entitled to a claim under the runaround provision. When extraboard operators miss an assignment as the result of the Company using rental operators, runaround payments will be made to each qualified extraboard operator starting with the first-up operator on a one-for-one basis.

**(d) Overtime for Extraboard Operators.** Overtime will be paid at the rate of time and one half for all paid hours worked (does not include benefit compensation) over 50 hours in a seven-day period and at double time rate for all paid hours worked over 70 hours in a seven-day period. The overtime



periods begin 12:01 a.m. Thursday and end 11:59 p.m. Wednesday.

Hours worked on charters of 36 hours or more or hold-downs of seven days or more will be excluded when calculating overtime under this article. Hours paid at the minimum non-driving rate, including signon/signoff pay, stops over 30 minutes, spread time and lapse time will not be included in calculating overtime. Additionally, any payments made for penalties such as, extraboard layover, the \$50 assignment penalty, and the runaround penalty will be excluded when calculating overtime under this article.

**(e) Reporting Time.** Except as provided elsewhere, all extra work will be performed by extraboard operators. Extraboard operators are responsible for keeping themselves advised of their status on the extraboard and all operators must provide themselves with telephone service. To be considered available for service, extraboard operators must have sufficient rest and must be able to reach the garage or terminal within two hours at their home location and one-hour at an away location, unless otherwise extended. The Company will cooperate and upon request furnish information as to extraboard standing and the probable call times. Operators are responsible for all messages transmitted through or to other parties.

First-up extraboard operators who are unavailable and cannot be notified by the Company to receive instructions to report to work will be removed from the extraboard for 12 hours. Operators who miss out may be subject to discipline. Operators with an assigned report time who report late may be assigned work; may be placed at the bottom of the extraboard, if an extraboard operator; or returned home until the next assignment, if a regular operator.

Extraboard operators booking off sick or fatigued will be removed from the extraboard for a minimum of 12 hours and placed on the bottom of the board when they are physically able to call in and perform work.

**(f) Temporary Transfer Assignment Method.** A voluntary temporary transfer list will be established at each extraboard point for the purpose of assigning temporary transfers. Extraboard operators may sign this list at any time after becoming a member of the extraboard at such location by notifying their supervisor. Operators' elections to be on the voluntary list will be maintained in the Company's system. A new list will be printed and posted from time to time or when requested. Assignments from the voluntary list will be made by polling the voluntary list in seniority order. Assignments will be made during the seventh day prior to departure. In the event no operators sign the list, or if the list is depleted, transfers will be assigned to the junior operator currently on the board at the time of the assignment. A junior operator will not be forced to two temporary transfers back-to-back, rather the next junior operator will be assigned. This does not prevent any operator from volunteering for back-to-back temporary transfers. Operators in their probationary period will not be assigned to a temporary transfer unless there are no other extraboard operators available for such assignment(s).

In order to receive meal allowance, operators on temporary transfer must be available for work during the transfer period. For each unavailable occurrence, meal allowance will be reduced by the daily rate. There will be no more than one reduction for a 24-hour period. However, operators on temporary transfers exceeding seven days will be allowed 24 hours after the seventh day and in each subsequent seven-day period with no penalty.

Temporary transfer operators moving from one extraboard to another are responsible for learning the new routes at the new extraboard location. The Company may require the temporary transfer operators to pad on schedules to learn the route. Temporary transfer operators will be paid \$12.00 per day while learning routes.



Plane travel is often used to position drivers. If plane travel is required, drivers may elect to decline the temporary transfer assignment without being removed from the temporary transfer list. This does not apply to junior operators assigned as a result of the transfer list being depleted.

**(g) Temporary Transfers – Extraboard Operators.** The Company has the right, on an emergency basis, to order extraboard operators onto the extraboard at another location. If the temporary transfer is mandatory, the temporary transfer will not exceed seven days. Voluntary temporary transfers assignments to extraboard operators on the voluntary transfer list may be up to 30 days. Temporary transfers must be for a predetermined period of time. However, they may be extended if agreed between the Company and the employee. Any extension exceeding 30 days is considered a permanent transfer except that operators on assignment on the 30<sup>th</sup> day may complete their assignment and return to their home terminal and will not be considered permanent transferees. During the transfer period, the temporary transfer operator's home terminal will not change unless the transfer becomes permanent. If a transfer becomes permanent, the operator will remain on the home extraboard at the new location and will work first-in, first-out from the new location for the entire period without bidding or displacement rights at the new location.

Temporary transfer operators will be placed on the temporary location's home extraboard in the same order as they vacated their home boards. The Company has the right to work operators to the temporary transfer location on deadheads or DHOC only. Deadhead buses may go to any intermediate point. Temporary Transfer operators must be sent home immediately at the expiration of the transfer period or, if on assignment, immediately upon completion of the assignment. The Company may return the operators to their home location prior to the expiration of the transfer period.

The Company may work the temporary transfer operators home if the operators plug the away-from-home extraboard at the temporary location behind drivers from their home location, and work under the First-In, First-Out provisions of the contract. However, such operators may be cushioned home immediately ahead of other operators on the extraboard.

Operators completing temporary transfers will be guaranteed days off as follows:

- One Guaranteed Day Off will be entered with a start time based on the planned arrival time at the home the home location for operators completing seven-day temporary transfers.
- Two Guaranteed Days Off will be entered with a start time based on the planned arrival time at the home location for operators completing temporary transfers of more than seven days.
- Operators will be allowed to book-on prior to the end of the Guaranteed Days(s) Off, at their sole discretion.

The Company will provide temporary transfer operators a room and will pay operators a meal allowance as outlined under the *Meal Allowance* provision for the first 30 days. The meal allowance period commences when temporary transfer operators leave their home terminal and continues until they return to their home terminal or the transfer becomes permanent. However, the transfer period will commence when the operator(s) arrive at the temporary transfer location and become fresh for assignment and will continue until the operator leaves the location either on assignment or DHOC to/towards their home domicile.

**(h) Posting of Sign-up Lists.** In all locations where an extraboard is established, current temporary transfer and charter lists will be posted during the week following the final awarding of bids at each general bid. New lists will be posted upon request at a location.



(i) **Layover.** Upon being released from an assignment at an away-from-home location, an extraboard operator becomes eligible for meal allowance. Meal allowances will begin to accumulate beginning 24 hours after being released from an assignment and will continue until the operator arrives home or is booked off. Meal allowance will be paid in each 24-hour period as follows:

- 24 to 25 hours from the time an Operator goes to bed .....\$7.50
  - 26 to 33 hours from the time an Operator goes to bed .....\$18.00
  - 34 to 42 hours from the time an Operator goes to bed .....\$30.00
- For subsequent 24 hour periods see Article O-8 Meal Allowance.

Operators held away from home without work for more than 16 hours after getting fresh and wanting to go home, can call OSC. OSC must provide either a driving or DHOC assignment on the first schedule to or towards his/her home terminal.

This language ((i) Layover) does not apply to extraboard operators on regular run assignments or hold-downs.

(j) **Days Off for Extraboard Operators.** An extraboard operator may request unpaid time off in half-day increments: one-half day (12 hours) off, one day (24 hours) off, one and one-half days (36 hours) off, two days (48 hours) off and so forth. The Company will grant time off, as requested, staffing permitting.

Operators who worked, were on an Earned Day Off, or were available for seven consecutive days without a book-off are eligible for an Earned Day Off. The operator may call OSC and request 24 hours off. The following rules will apply:

- Operators must request to take the Earned Day Off.
- Requests made for a Monday, Tuesday, Wednesday or Thursday will be granted except during blackout periods or when extreme staffing shortages exist.
- When a request made for the above non-blackout days cannot be granted, the operator may select a Monday, Tuesday, Wednesday or Thursday during the following week. That day will be entered as a future book-off and will be guaranteed. Blackout periods will apply.
- Requests during blackout periods may be granted when staffing permits.
- Requests made for a Friday, Saturday or Sunday must be made no earlier than the Wednesday prior to the weekend day(s) requested and will be granted staffing permitting.
- At the time of request, the operator may elect either to float the board or return to the bottom of the board at the end of the 24-hour period.
- Operators may bank up to two days to be used in accordance with the guidelines below:
  - Operators who earn a day must use it within the following two weeks or the day(s) will be removed from the books except:
    - If the Company determines that staffing is not at a sufficient level to allow for the time off, or a blackout period is in effect, then the operator may bank the time for no more than two weeks from the date of denial for staffing reasons or the end of the blackout period.
  - Earned Days Off not used are lost.
  - Blackout dates will apply.

Operators not on temporary transfer who have not received their rest at their home location for seven days or more may notify OSC to have a Guaranteed Day Off entered, upon arrival at their home domicile. A minimum of one Guaranteed Day Off will be granted to begin immediately.



Operators not on temporary transfer who have not received their rest at their home location for fourteen days or more may notify OSC to have a Guaranteed Day Off entered, upon arrival at their home domicile. A minimum of two Guaranteed Days Off will be granted to begin immediately.

**(k) Bid Days Off.** (Effective with this Agreement, the following language will apply to locations currently participating in the bid day off experiment. Every general Bid thereafter, a minimum of two locations will implement this process.)

In locations where an extraboard is established with 10 or more operators assigned to that extraboard, the following bid work schedules will apply.

- Jobs will be created for operators to bid. Such jobs will consist of a work cycle of five days on and one day off; six days on and one day off; seven days on and one day off; or seven days on and zero days off.
- Off days will begin at 6:00 a.m. and end at 6:00 a.m. the following day.
- Earned Day Off language above will only apply to operators with a seven day on and zero days off cycle.
- Bids will be held locally until such time as an automated option is available.
  - Extraboard operators will be called in seniority order to select their job.
  - Off days will be entered in the system as Guaranteed Days Off.
- Operators approaching their scheduled off day will follow the rules below:
  - Operators arriving at their home location within 10 hours of the scheduled start time of their off day will be removed from the board at that time.
  - Operators fresh and on the extraboard at their home location may request to be removed from the board up to 10 hours prior to the start of their scheduled day off. OSC will grant these requests on a manpower permitting basis.
  - Operators completing an assignment or on the extraboard at an away from home location within 10 hours of the scheduled start time of their off day will be given the option of cushioning home on the next schedule going to their home location with DHOC pay. (Or on the next schedule going towards their home location should there not be a schedule going "to" their home.)
  - Operators arriving home after the scheduled start time of their day off will be removed from the board and have their fresh time set to 24 hours from their arrival time.
- Off days will not apply when operators are on temporary transfer. However, upon completion of the temporary transfer, operators may contact their local management for a day(s) off per Article O-2(g).
- Operators with Guaranteed Day(s) Off, as a result of their bid, that fall on a holiday will receive the holiday off. If that day is a "Required Attendance Day" for holiday pay, the operator will not be disqualified from holiday pay for that day. Operators with scheduled days off on other "Required Attendance Dates" for holiday pay will forfeit the day off but can schedule a different day by contacting local management.

**(l) Short Calls.** When it becomes necessary to ask the first up driver to report to work earlier than required by the Agreement, the first-up operator will be called as per the Agreement.

The operator will be asked to report early. If the operator agrees to report early, he/she will be



asked when they will report. Home board operators agreeing to report early will be paid as follows:

- 0-30 minutes early: \$55
- 31-45 minutes early: \$45
- 46-60 minutes early: \$25
- 61-75 minutes early: \$15

If the first-up operator is an "away from home" operator agreeing to report early, they will be paid for 0-30 minutes early at \$25.

Should the first-up operator be unable to agree to an early report time, he/she will be given a normal report time. However, the next-up operator will be called and asked to report early. Up to the first three operators will be requested to report early. Runaround language will apply.

Operators will be given their assignment, including the bus number where the report location is not a garage, at the time of the call. For calls related to a road failure, the operator must call OSC prior to departing on the assignment to confirm the location of the road failure.

### **ARTICLE O-3. CHARTERS**

(a) **Charter List.** There will be a charter list for all charters at each location. All extraboard operators are eligible to place themselves on the charter list at any time. However, at the Company's option, operators at certain locations may be required to attend a paid training course to qualify for the charter list. Operators must choose one of three options to establish their status on the list. They may place themselves on the list to operate charters of 36 hours or more, charters of less than 36 hours, or both. Once on the list, operators may make one status change every 30 days. Any operator on the list who refuses a charter of 36 hours or more will be removed from the option to operate any charter of 36 hours or more for a period of 30 days.

(b) **Notice of Assignment.** Charters of less than 36 hours will be assigned to the first-up operator on the extraboard that is on the charter list with a designation that includes less than 36-hour charters with the exception that one-way charters will be assigned to operators going to or toward their home location who are on the appropriate charter list at their domicile. These charters will be assigned, when possible, at least 30 minutes in advance.

Charters of 36 hours or more will be assigned to the first-up operator on the extraboard on the charter list with a designation that includes charters of 36 hours or more. When possible, charters of 36 hours or more will be assigned nine hours in advance. If a nine-hour call is not possible, the assigned operator must elect at assignment time to either accept the entire charter or be relieved at the next extraboard location where there are available operators. Operators who refuse multi-day charter assignments will be removed from the Charter board for 30 days.

If no operators are available on the charter list for any charter assignment as described above, the charter will be assigned to the first-up extraboard operator with sufficient hours to operate the charter.

All charters will be operated by operators from the nearest extraboard, unless a specific operator is requested by the customer or chartering party in writing or by email. If an operator is requested for a charter, that operator will be given the option to perform the charter, unless the charter is denied or the operator is unavailable.

When the Company is required to provide names of Operators performing charter work for purposes of a security clearance in advance, and there are sufficient operators at the location of the charter or there are special lodging requirements, the Company will poll the appropriate charter lists in seniority order at least ten days in advance of the assignment or as soon thereafter as the charters become known.

When there are not sufficient operators at the location of the charter, volunteers from other



locations will be obtained in the following manner:

- At other locations identified, operators who are on the appropriate charter lists will be polled in seniority order for volunteers at least 10 days in advance or when known.
- Operators will be paid to DHOC or deadhead to the charter location.
- Operators will be paid based on the multi-day charter pay guidelines for each day at the foreign location, including any training related specifically to the charter.
- Operators may be worked home based on First-In, First-Out provisions or may be cushioned in front of other operators and will be paid accordingly.
- Operators will also be paid meals in accordance with the temporary transfer language on meals.

Upon request by a vice president/assistant business agent, the Company will provide a copy of the correspondence pertaining to the request of specific operator(s) on a charter to that vice president/assistant business agent the next business day.

(c) **Charter Pay.** All charters will be paid at a single charter rate. Pay begins at the time an operator reports for an assignment. Pay continues until the bus is dropped at the conclusion of the assignment or at the start of the period when the operator is released to obtain rest at a room provided by the Company or charter party. Pay will commence again when the operator is required to report back on duty.

If a charter of less than 36 hours requires an operator to secure rest (nine hours or more), away from his/her home location, the operator will be paid a minimum of eight hours of pay at the charter rate each day. No minimum pay is due on charters less than 36 hours when an operator is not required to secure their rest to continue the charter.

On charters of 36 hours or more, operators will receive a guarantee of eight hours at the charter rate in each 24-hour period completed. If the last day of the charter is less than 24 hours, operators will be paid for actual work performed. The 24-hour period commences at the time of assignment of the charter. If a charter of 36 hours or more or a charter that requires an operator to secure their rest away from home is canceled through no fault of the operator and the operator reaches the pick-up point, the operator will be paid a minimum of eight hours at the charter rate and placed on the bottom of the board.

Meal allowance will only be paid on charters of 36 hours or more when away from home as provided in the *Meal Allowance* section.

If regular operators are assigned a charter they will be guaranteed an amount equal to their regular earnings for the duration of the charter. If a regular operator is assigned on their day off, they will be paid at time and one-half for the charter. If a regular operator is requested by the chartering party, there will be no guarantee or overtime due to the operator.

Operators accepting request charters from a city other than their home location must position themselves at no cost to the Company.

(d) **Charter Sales Incentive.** The Company will pay a six percent commission to operators and mechanics who sell charters without the assistance of a travel agency, provided they are accepted by the Company. The commission will be paid after the charter is paid for and operates. The Company reserves the right to operate or reject any charter and charters operated will be limited during peak periods. It is also understood only one commission will be paid for a charter and no commission will be paid on discounted charters.

**ARTICLE O-4. REST** — Regular operators must have eight hours off between the signoff and



signon time of their run. Extraboard and regular operators working extra who are required to secure their rest must have nine hours off between signoff time and the time of a call to report. However, operators may be assigned to the second half of a regular straight-away run if they completed the first portion of the same run, subject to DOT regulations. Such operators can report to work after eight hours of rest.

Unless extended, the standard call to report for duty will be two hours at a home terminal dispatch point and one hour at away from home locations.

Extraboard operators who do not have sufficient DOT hours of service remaining will revert toward the bottom of the board, one position at a time, until they have secured sufficient hours to resume service.

#### **ARTICLE O-5. CANCELLATION AND LATE ARRIVAL**

**(a) Cancellation.** When the Company cancels service for any reason, regular operators who have reported will be paid that day's work or be placed on the extraboard, and if used, guaranteed the same amount as if they had worked their regular run on that day. The operators placed on the extraboard may be passed over for assignments that would make them miss their next run. If released, these operators will not be recalled to work that day.

If service is canceled, the Company will attempt to notify regular operators of the cancellation as soon as possible. Notice must be given to the operators at their home location at least two hours prior to signon time or at least one hour at an away-from-home location. Notification will be attempted first by telephone. If the operators cannot be contacted by telephone, a VRU message will be left. Operators so notified will not be entitled to any pay for canceled service.

Regular operators arriving late at their normal away-from-home location will be paid until they signoff their run as noted in O-5 (b) Late Arrival.

Regular operators held away from home at a location other than their normal away-from-home location will be paid delay pay until they are released to get fresh.

If service is subsequently cancelled, operators will be guaranteed the following:

- At their normal away-from-home location, protection rate for the 16<sup>th</sup> to the 24<sup>th</sup> hour in each 24-hour period beginning at their scheduled signon time for their next departure.
- At any other location, protection rate for up to 8 hours in each 24-hour period beginning one hour after their fresh time.

Reasonable room expenses and meal allowances as defined in the *Meal Allowance* section will be paid. The Company may use these operators to or towards their home terminal or on any portion of their regular run. In the event no extraboard operators are available at that location, these regular operators may be used for any open assignment.

These provisions do not apply to charters.

**(b) Late Arrival.** Operators delayed on any schedule, through no fault of their own, who arrive at their home terminal or their normal layover point on "straight away runs" too late to operate the next portion of their run, are guaranteed their regular earnings for the next day in addition to any delay pay as a result of such late arrival. Operators delayed on "turn around runs" who arrive at their normal layover point too late to operate the next portion of their runs will be paid for actual work performed or run guarantee for that day, whichever is greater. This provision does not apply to operators whose runs have been cancelled and fall under the provisions of (a) Cancellation. The Company reserves the right to position operators without additional compensation so they can perform as much of their regular work as possible.

Operators delayed on any schedule through no fault of their own, will be paid the driving rate for



any time in excess of 45 minutes of the scheduled arrival time. Starting April 1, 2019, operators delayed on any schedule through no fault of their own, will be paid the driving rate for any time in excess of 40 minutes of the scheduled arrival time. Starting April 1, 2020, operators delayed on any schedule through no fault of their own, will be paid the driving rate for any time in excess of 35 minutes of the scheduled arrival time. However, late arrival pay will not be due on any subsequent schedules when created by any previous late arrival on an operator's run. Late arrival pay is not due if operators are notified of a revised report time two hours prior to scheduled report time at their home terminal or one hour prior to report time at layover. A layover point means a location at which operators are required to secure their rest. Extraboard drivers paid protection until departure will not receive late arrival pay unless more than 45 minutes is lost enroute. Starting April 1, 2019, extraboard drivers paid protection until departure will not receive late arrival pay unless more than 40 minutes is lost enroute. Starting April 1, 2020, extraboard drivers paid protection until departure will not receive late arrival pay unless more than 35 minutes is lost enroute.

Operators delayed on any deadheads, through no fault of their own, will be paid the deadhead rate, for any time in excess of 45 minutes of the planned driving time. Starting April 1, 2019, operators delayed on any deadhead, through no fault of their own, will be paid the deadhead rate, on any time in excess of 40 minutes of the planned driving time. Starting April 1, 2020, operators delayed on any deadhead, through no fault of their own, will be paid the deadhead rate, on any time in excess of 35 minutes of the planned driving time.

**(c) Operators Out of Hours.** Regular operators (including operators on hold-downs) who have insufficient hours on their DOT 70 hours, may be due compensation if they are unable to operate a portion of their run. To be eligible such operators must have worked the same run during the previous seven days and the excessive hours incurred must not have been within the control of the operator.

Compensation will be limited to the amount of the day's work missed, less additional compensation paid during the previous seven days for late arrivals.

If the day compensated is the first of two days' work, the operator may position himself/herself at the layover point to pull the second day's work. If the operator elects not to reposition as noted, then no additional pay for the second day's work will be paid. In cases of staffing shortage, the operator may be required to position himself/herself.

**(d) Lack of Hotel Room.** If a regular operator or operators on a hold-down are unable to secure their rest at their layover location due to lack of hotel rooms, the operator must first attempt to notify the local management and if none available then OSC immediately. Operators will be paid guarantee for one day and must position themselves to pull as much of their run as possible.

**ARTICLE O-6. STAFFING OF OPERATOR WORK** — All motor coaches operated by the Company under its certificates and permits, except wrecking equipment, maintenance service, and delivering equipment to and from garages, will be driven by operators holding seniority at the point of origin for the operation if such operators are available.

This article does not apply to equipment or operators leased or chartered during peak periods or during emergencies, or, at the Company's discretion, to runs using equipment of 35 feet or less.

It is understood that wrecking equipment does not include any equipment except that used in repairing and towing. It is understood that maintenance service as used in this article means those cases where the garage dispatches a bus driven by a maintenance employee for the purpose of replacing another bus which is broken down, and those cases where a maintenance employee takes a bus out for testing purposes. Except as provided elsewhere in this Agreement, the Company may,



subject to DOT limitations, to determine the daily time and distance to be driven by an operator without regard to any formal or informal geographic division of the Company or the Union. The Company will notify the Union of major changes and the parties will meet promptly to confer, upon request, but in no event is the Company precluded from making such changes after giving the Union 14 days' notice if the Company was available to meet and confer during that period.

**ARTICLE O-7. MEAL ALLOWANCE** — Meal allowance will be paid in each 24-hour period when specified in this Agreement as follows:

6 - 7 hours	\$ 7.50
8 - 15 hours	\$18.00
16 - 24 hours	\$30.00

There are no exceptions in the amounts paid regardless of location.

**ARTICLE O-8. REGULAR OPERATORS BOOKING ON/OFF** — Regular operators and operators on hold-downs voluntarily booking off will be required to do so at least four hours prior to their scheduled departure time. Regular operators and operators on hold-downs will be required to pick up their runs at their home locations after notifying the Company six or more hours in advance of the next signon time.

Hold-down operators must be notified 4 hours prior to the next signon time that the regular operator has booked on and will be pulling the run. If the hold-down operator is not notified, they will be guaranteed the same amount of earnings as if they had worked that day with no duplication of pay.

Operators off sick for 15 or more days must book on through their immediate supervisor.

Operators assigned to regular runs based in Seattle, Washington requiring that they be away from home for more than 48 hours who wish to book off, must notify the Company 10 hours in advance of the signon time of their run when possible. These operators must also book on 10 or more hours prior to the signon time of the run.

**ARTICLE O-9. OPERATOR'S COMPARTMENT** — The Company will meet and confer with the Union prior to designing new driver's compartments or making changes in the design of existing driver compartments, including the driver's seat.

**ARTICLE O-10. OPERATOR'S EQUIPMENT** — Certain equipment necessary in the conduct of an operator's work, including badge, punch, rulebook, and working flashlight will be furnished by the Company. Operators must sign a receipt for all equipment furnished by the Company. Operators must safeguard such equipment, and if any is lost or damaged beyond use, operators must make immediate application for replacement, at their expense, unless such damage is the result of unusual circumstances during the performance of their duties. Operators must turn in all equipment to the Company upon termination of service or demand.

**ARTICLE O-11. REPORTING TO COMPANY** — Operators will not be instructed to report by the Company on their days off, after leaving their assignment or more than 20 minutes prior to the normal report time except in cases of a serious nature or to complete an accident report. Operators may be required to report for training on their days off and they will be compensated at one and one-half times the protection rate for actual training hours. The Company will endeavor to post upcoming training dates at the earliest opportunity.



**ARTICLE O-12. SPEEDOMETERS** — In cases of speeding charges, if requested, the bus speedometer will be checked when the bus is next at a garage with speedometer test equipment. Operators must make their request during the day of the alleged speed charge to the Maintenance Response Desk and in writing to their own supervisor when they return to their home location. In the cases of CADEC violations, operators must make the request for the Speedometer/ECM check on the day they are informed of the violation. Copies of the speedometer/ECM check will be furnished to an operator within 15 days of the operator's request to the Company or the operator's record will not be charged. For informational purposes, a copy will also be sent to the appropriate Union Vice President/ABA. If the degree of error in the speedometer equals or exceeds the clocked miles per hour in excess of the speed limit, the operator's record will not be charged.

**ARTICLE O-13. UNIFORM ALLOWANCE** — Newly hired full-time operators are required to purchase their initial set of Company specified uniforms.

The Company will award full-time operators who work 1,200 hours in a calendar year a uniform allowance of \$100 on January 1 of the following calendar year. Unused amounts of credit may be carried over from year to year. Any allowance amount that remains unused upon termination of employment is forfeited. Lost, stained, soiled or damaged uniforms are to be replaced at the operator's expense. The Company will reimburse operators for cleaning and repair of, or replace, their uniforms when soiled or damaged as a result of unusual circumstances during the performance of their duties. Operators must submit a cleaning bill indicating it is for the cleaning/repair of Greyhound uniforms.

**ARTICLE O-14. READY LINE** — Buses will be placed on a ready line so operators are able to pick a bus up without danger to the operator's safety record.

**ARTICLE O-15. REGULAR LAYOVER ROOM** — The Company will provide and arrange for suitable rooms for out-of-town operators at regular layover points. The cost of such rooms will be paid by the Company.

**ARTICLE O-16. REGULAR OPERATORS WORKING EXTRA** — All protection will be performed by extraboard operators and regular operators placed on the extraboard under other provisions of this Agreement except when there are no extraboard operators available, qualified regular operators may be used. Regular operators so used may not be bumped from such an assignment. Regular operators used under this provision who receive a one-way assignment may be given priority over the extraboard operators at the away-from-home location for an assignment back to their home location or cushioned home.

Regular operators performing work on their regular off day will be paid time and one-half their applicable rate of pay for such work.

Regular operators assigned work other than their regular run will be paid time and one half unless the assignment meets one or more of the following conditions:

- The work is covered by O-6 Cancellation and Delay.
- The work does not substantially change the operator's work day. A substantial change would include one or more of the following:
  - The work causes the operator to report at their home location more than 2 hours early.
  - The work causes the operator to arrive at their home location more than 2 hours late.

Operators who earn overtime as a result of the above will only be guaranteed the difference between their normal run pay and their earnings including overtime.

All hours paid for signon, signoff, stops 30 minutes or longer, or time between assignments not



All hours paid for signon, signoff, stops 30 minutes or longer, or time between assignments not paid in the Agreement between the parties, that became effective on April 1, 2010, will not be considered eligible hours for calculating overtime.

Regular operators at a terminal other than their home location will be assigned on a first-in, first-out basis among other regular operators working on their relief days.

The Company will establish a superboard for regular operators who wish to work on their days off. Sign-up will be date specific. Superboard operators may be used only when the regular extraboard is exhausted or under the provisions of Article O-2. Superboard operators will be used prior to requiring junior regular operators to do the work.

All regular operators who place their name on the superboard seven or more days in advance of the day(s) they are available, will be assigned in seniority order. Pre-assignments will not be made more than five days in advance of an assignment. Pre-assignments will be made by calling regular operators in seniority order and allowing them a choice of available assignment options. However, regular operators may be passed on any assignment that would cause them to miss their next assignment on their regular run.

Regular operators who do not have proper rest or DOT hours to pull their regular run, as a result of working extra or on their day(s) off, are guaranteed regular earnings for one day and it is their responsibility to position themselves to pick up their regular run for subsequent days. Regular operators must notify the Company of their desire to pick up their run at an away-from-home location far enough in advance to allow for proper assignments to extraboard operators.

**ARTICLE O-17. SCHEDULE CHANGES** — The Company will notify the Union whenever schedule changes are made. Upon request, the Company will then meet and confer with the Union regarding changed running times.

## **MAINTENANCE EMPLOYEES**

**ARTICLE ME-1. POSTING OF VACANCIES AND NEW POSITIONS** — When vacancies are to be filled or when a new position is created, employees will be notified by posting a bulletin containing the requirements of the position for a minimum of five continuous days to allow any employee to apply. A copy of the posting will be provided to the Union.

The Company will select the most qualified applicant based on the requirements of the position and the needs of the business. In the case of equally qualified candidates, the most senior candidate will be selected.

New employees in a classification may be assigned to any shift on a temporary basis for up to 60 days.

When internal applicants are selected for a position and it is determined that the applicant is not able to meet the requirements of the position, they will have the opportunity within the 90-day probationary period to revert to their former classification.

When positions are discontinued, the Union will be given notice in writing. Employees entitled to a displacement will indicate their choice within 48 hours if displacement is made within the garage affected or within 72 hours if outside of the garage location. Notices to displaced employees and subsequent notice of their displacement will be in writing.

**ARTICLE ME-2. GENERAL BIDS** — Each year every garage will have at least two general bids, to be effective the first pay period of April and October, within each work classification. Additional bids at the location level may be necessary to respond to operational needs. The garage manager of



each maintenance facility will provide the appropriate chief shop steward with a copy of the general bid at least five days prior to posting. The Company will meet and confer with the Union regarding the general bid, upon request. Job bid sheets on general bids will be posted at least seven days prior to the start of bidding.

In locations with both a Mechanic shop and a Body shop, mechanics may only bid from one shop to another when an opening exists.

**ARTICLE ME-3. CHANGE OF SCHEDULE NOTICE** – The scheduled hours of employees will not be changed without at 24 hours prior notice. This will not be used to circumvent the use of overtime.

The Company will keep posted, in a conspicuous place, the work schedules of each garage. Such schedules will show the hour work begins, the period of relief for lunch, the quitting time and work days. Said lunch period will not commence before the beginning of the fourth hour and will be completed by the beginning of the sixth hour, from the beginning of the shift. If an employee's shift schedule is changed more than one hour, except for training purposes, the employee may exercise his/her rights to displace a junior employee or remain on the shift.

**ARTICLE ME-4. DISPLACEMENTS** – Eligible employees who fail to bid forfeit their rights to displace. This will not apply to employees on a FMLA qualifying leave (includes sick leave and worker's compensation) or military leave.

Employees who are reinstated or are returning to work from an authorized leave, who have not forfeited their rights to displace, will be assigned in the following manner:

- Employees returning from leave who have held a job in the current bid must return to their prior job.
- Employees returning who have not held a job in the current bid or been awarded a job in the upcoming bid may displace any junior employee at the home location.
- Employees who are reinstated may displace any junior employee at the home location.

**ARTICLE ME-5. FOUL WEATHER GEAR** – The Company will provide foul weather gear, when exposed to foul weather. The Company will determine what the appropriate gear is for each location.

**ARTICLE ME-6. SHIFT TRADING** – Employees will be allowed to trade shifts under the following terms and conditions:

- There will be no overtime involved.
- The request will be made at least 48 hours in advance.
- The request will be in writing and signed by both parties involved in the requested trade.
- The trade will involve no more than two consecutive days.
- All shifts traded must be in the same pay week.

This accommodation will not be abused by the employees. All Shift Trades are subject to approval by management.

## **MECHANICS**

**ARTICLE M-1. COMMERCIAL DRIVER'S LICENSE** — All mechanics are required to have a commercial driver's license as a condition of employment with the following exceptions:

- At locations with 15 or more employees, mechanics who are not able to obtain a commercial



driver's license or lose their commercial driver's license for any reason, will be allowed to continue to work; however, the Company may assign them to a specific shift where a commercial driver's license is not necessary.

- At locations with less than 15 employees, mechanics who lose their commercial driver's license for any reason will be given an unpaid leave of absence not to exceed one year.

**ARTICLE M-2. UNIFORMS**— All uniforms will be rented. The Company will pay 100 percent of the rental cost. Boots will be provided to each mechanic. Replacement boots will be provided to each employee when the boot shows sufficient wear as to require replacement.

**ARTICLE M-3. COMPANY TOOLS AND EQUIPMENT** — Company owned tools and equipment, including technology items such as, but not limited to, iPads and laptops, will be issued from the stockroom or tool room on a custody receipt and must be returned to the stockroom or tool room. In the event the Company owned tools or equipment are lost, the employees to whom the equipment was last issued will be responsible and will be charged for the cost of the lost article. Forms will be maintained at each garage location for the purpose of the mechanics reporting missing or broken company tools and equipment.

Each maintenance employee will provide, at the employee's own expense, the hand tools necessary to enable the employee to properly perform the mechanical duties of the employee's classification. All personal protective equipment will be provided to employees as required by the position. All employees will be expected to use such personal protective equipment as prescribed.

The Company will cooperate with the Union by investigating and attempting to correct and improve security measures for safeguarding maintenance employees' tools at locations brought to the attention of the Company. Surveillance cameras will be installed in the employees' tool storage area at major garages.

The Company will insure an employee's personal tools and tool box(s) while they are located on Company premises for up to \$25,000. Coverage will extend only to tools that are: (i) listed by employees on the most recent tool inventory form and signed by the garage manager or his/her designee; and (ii) stolen or damaged as the result of a known break-in, accident or disaster. Employees must store their tools in a locked toolbox when they are not in use and in secure storage when employees are off duty. Upon a mechanic's separation from the Company, employees will arrange, with management, a date and time to collect their tool box within 30 calendar days of their separation.

**ARTICLE M-4. LACK OF WORK** — In the event there is a lack of work which necessitates either the reduction of hours or the furloughing of employees, or both, the Company agrees to confer with the Union before determining which method will be used.

**ARTICLE M-5. STAFFING OF WORK** — It will be the Company's policy to have maintenance work historically performed in its garages on Company operated vehicles continue to be performed in its garages. Nothing in this Agreement will be construed or interpreted to prevent the Company from taking its buses to non-Company facilities for washing, cleaning, dumping, and fueling where the Company elects not to have facilities in operation for those services or in peak periods or emergencies, and nothing in this Agreement will be construed or interpreted to prevent the Company from having maintenance work on road failures and running repairs performed at non-Company facilities if those facilities are closer to the location of the vehicle needing repair than the nearest Company maintenance facility.



**ARTICLE M-6. MOVING EXPENSE** — In the event that employees are moved by the Company from one garage to another garage on account of work being moved to that particular garage, financial assistance will be allowed to married employees in the amount of \$300 and to unmarried employees in the amount of \$150, such amount to be payable at the time the employee reports for work at the new location. In addition, the employee so moved will be allowed up to five working days (40 hours) with no loss of earnings in effecting their relocation. Such employee will report to work at the new location upon completion of the five days referred to above.

**ARTICLE M-7. OVERTIME DISTRIBUTION** — Overtime will be distributed among the employees qualified to do the work needed without discrimination.

Each location will post the time slots for shifts available for overtime. Employees who are qualified to perform the work posted may sign up for the overtime work. Supervisors/Managers will schedule the necessary number of employees in seniority order from those who sign up. The Company will endeavor to have overtime assignments made as far in advance as possible.

If the sign-up list is depleted, Supervisors/Managers may call employees at their discretion to offer the overtime.

Any employee will have the right, if the employee so desires, to pass up the overtime when called upon by the Company to work overtime.

Employees will not be scheduled for the overtime unless the overtime falls on their off day(s) or directly before or directly after their regular shift.

Employees who have not completed a job may be allowed to stay beyond the shift without any claim of missed overtime by other employees.

**ARTICLE M-8. REST PERIODS** — Each employee will be allowed two rest periods of 10 minutes during the employee's tour of duty and the second will be during the second half of the tour of duty. There will be no abuse of this privilege by the employee.

**ARTICLE M-9. ROAD FAILURE** — Road failure work will be performed by a Company mechanic if available and qualified. However, the paramount consideration will be speed and efficiency of repair and outside mechanics may be used if doing so would better accomplish those objectives. For the purpose of this Agreement, a road failure will be defined as any time a bus is delayed due to a mechanical problem on the road. Terminal calls and buses with mechanical problems in close proximity to the terminal and garages will be handled in the most expeditious manner.

Off-duty mechanics will not be called in to do roadwork if there are qualified mechanics on duty at the garage. If necessary to call in an off-duty mechanic, the mechanic on duty will have the preference of taking such road call if qualified.

Employees returning from road call work will be allowed 10 hours off duty between clock-out time from the road call to clock-in time on their next regular shift at no loss in straight time earnings.

Mechanical road failure work on buses when the Company uses the Company mechanics will be handled as follows:

1. It will be the policy of the Company not to deprive a mechanic on the road call board of such work:
  - a. For the express purpose of avoiding the payment of overtime where such eligible mechanic has not been working six hours of his/her shift. At locations where arrangements provide for an eligible mechanic to be used who has worked for a period greater than six hours of his/her work shift, such arrangement will be continued.



- b. For the express purpose of favoring some particular mechanic to the detriment of the eligible mechanic.
2. Reasonable expenses for meals and lodging will be paid by the Company. Necessary expense money will be advanced by the Company upon request of the employee before leaving for road failure work.
3. Employees used in road call work will not be relieved from such work in order to prevent the accumulation of overtime when continuous duty would complete the same. However, they may be relieved for proper rest. Employees will not be paid for time relieved for rest.
4. All reports made regarding the cause of road failure will be substantiated by facts and, upon request such reports will be made available to the Union. Maintenance supervisors may include their opinion in such reports.
5. Road callboards will be established in each garage. Qualified employees who desire to perform road call work should advise their Supervisor who will place their names on such boards and they will be called when it becomes necessary to call employees not on duty.
6. The Company may have towing performed by outside towing companies.
7. The Company will provide mechanics on road calls with cell phones.

**ARTICLE M-10. WORK ENVIRONMENT** — Suitable sanitary conditions will be provided in all Company-operated locations used by maintenance employees. An assembly room will be provided by the Company at all garages and sufficient lockers will be available for the accommodation of the employees. Wash basins with soap and paper towels will also be provided. Mechanics are allowed to wear neatly trimmed beards. Facial hair growth of an extreme style is not permitted. Radios are permitted in work areas. Headphones are not allowed. Volume must be maintained at a level not offensive to other employees. Radios cannot be played in public areas or where customers or non-maintenance employees can hear them.

All maintenance employees are expected to clean their work area at the end of each job/shift. Clean up at the end of the shift will include cleaning and returning Company tools, cleaning and storing personal tools, and cleaning the work area. Employees are expected to perform the cleaning process in a minimum of 10 minutes prior to the end of the shift.

**ARTICLE M-11. SPRAY PAINTING/VENTILATION** — No employees other than painters and painters' helpers will be required to work in close proximity to equipment on which spray painting is being done. Mechanics required to spray paint will be provided necessary protective equipment and professional spray guns.

The Company agrees that diesel motors will not run excessively in the garage. Garages will be equipped with sufficient ventilating equipment so that exhaust fumes will be speedily exhausted.

If any problems arise with these processes, the Union and Company will meet to resolve.

**ARTICLE M-12. TEMPORARY ASSIGNMENTS** — Employees temporarily assigned to classifications paying a higher rate than their own, upon performing such duties, will immediately receive the rate in such classification that is higher than the rate being paid such employee in the classification the employee is leaving.

**ARTICLE M-13. TEMPORARY TRANSFER** — Employees may be transferred from one Company-operated maintenance location to another for a temporary period not to exceed 30 days. The Company agrees that, in the event it requires employees to transfer temporarily, such transfers will be offered in seniority order. However, if the work to be performed is electrical, HVAC, engine, transmission



or body work, such temporary transfers will be offered to mechanics with the essential skills in seniority order. The Company further agrees that it will pay reasonable lodging and meal expenses during the term of the temporary transfer. If the location to which the employee is transferred has a higher rate, the employee will be paid that rate during the temporary transfer period. This article does not apply for the purposes of training.

**ARTICLE M-14. WORKING FOREMAN** — The Company may, in its discretion, select one working foreman from qualified mechanics on each shift. In the event that there are no qualified mechanics on a shift who are willing to accept a working foreman position, the Company may assign a mechanic from another shift to the working foreman position. In the event such appointment results in an extra mechanic on the shift, the junior mechanic may be displaced.

Working foremen will be responsible to lead and direct maintenance activities. Working foremen will remain members of the Union. Mechanics appointed as working foremen must spend a substantial portion of their time working with the tools to be classified as such.

Working foremen will be paid at a rate of 105 percent of the mechanic's wage in their location.

**ARTICLE M-15. WORK WEEK AND OVERTIME** — The regular workweek will be 40 hours, consisting of either five consecutive eight-hour days or four consecutive 10-hour days. The Company will have the right to determine the percentage between the work schedules at each location after consultation with the Union. Work performed in excess of 40 hours per week or 10 hours in one day will be paid at the rate of time and one-half.

Mechanics called in on their off days will be paid a guarantee of four hours' pay at the overtime rate. A building maintenance employee will receive two hours minimum pay at the overtime rate for each call in.

Vacation hours for an employee returning to work from vacation during the current pay period will be counted as part of the 40-hour work week when computing overtime.

**ARTICLE M-16. TRAINING** — The Company will offer a minimum of eight hours training annually to maintenance employees. Training may require employees to travel to other garage locations. If travel is required the Company will provide transportation, lodging and reimburse meal expenses up to \$30.00 per day. Employees will be required to successfully complete any course provided by the Company. Additional technical training will not be provided until the employee successfully completes the last course provided.

**ARTICLE M-17. MAJOR ACCIDENT REPAIRS** — Notwithstanding any provision in this Agreement, the Company reserves the right to outsource the repair of buses involved in major accidents where the Company estimates the repair will require 750 or more hours, not to exceed five buses per year. The decision to outsource such repairs will not adversely affect staffing levels or work schedules and will not be undertaken for the purpose of avoiding overtime at any body shop location. In the event of a furlough in the body shops, the Company will not outsource any such repairs.

### **OTHER MAINTENANCE EMPLOYEES**

**ARTICLE S-1. JOB DUTIES** — Tire technicians' duties include, but are not limited to, servicing, maintenance, and repair of tires as outlined in Company tire policies. Specifically, these duties will include mounting and dismounting, inventory control and documentation, air and condition checks, installations and rotations.



Service technicians and tire technicians will be required to maintain a CDL.

Service workers' duties include, but are not limited to, cleaning, fueling, and dumping of coaches and facility cleaning and maintenance.

Service technicians' duties include, but are not limited to, performing certain preventative maintenance services, minor repairs on non-safety related systems, M-5 data input, fueling, and hostling of coaches.

Parts clerks' duties include, but are not limited to, receiving, shipping and dispensing of Maintenance Department parts and materials, stock inventories, stock room clerical work, tool room attending, and such other duties incidental to the orderly and proper handling of maintenance parts, materials and tools, including the dismantling of junk parts.

**ARTICLE S-2. SENIORITY** — Seniority will be established as the date of employment as a full-time employee in a maintenance facility, once an employee has completed a 90-day probationary period. A seniority roster of tire technicians, service workers, service technicians, and parts clerks will be maintained at each location. Part-time employees will have separate seniority rosters based on their classification at each location.

Employees who transfer to another job classification will commence seniority in the new classification on the date of such transfer.

The Company will determine the number of employees who will work each shift. Employees will be awarded shifts based on their seniority and qualifications.

The Company will assign probationary employees to hours and days off in its discretion during the probation period, provided that, in so doing, employees regularly assigned will not be displaced.

The Company will give preference to part-time employees when filling open full-time positions.

**ARTICLE S-3. MARKET WAGES** — The Company will have the right to increase wages on a location basis to meet market concerns. Such increase will not be on an individual basis, but must cover all employees in the classification. The Company will meet with the Union prior to announcing such increases.

**ARTICLE S-4. HOURS AND OVERTIME** — The regular work week will be forty hours consisting of either five consecutive eight hour days or four consecutive 10 hour days. Part-time employees will be scheduled as needed.

All work performed in excess of 40 hours per week or in excess of eight or ten regularly scheduled hours in any one day will be paid at the rate of time and one half. There will be no pyramiding or duplicate payment of overtime or premium pay for the same hours worked. Overtime work will be divided as equally as practicable among the employees in the classifications involved who normally perform such work.

Employees who are required to work beyond the regular quitting time of their shift will be given as much advance notice thereof as circumstances will permit, with the understanding that they will be given at least two (2) hours' notice, except in cases of emergency.

**ARTICLE S-5. HOLIDAYS** — For full-time employees with more than 90 days seniority there will be six paid holidays composed of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. In order to receive holiday pay, an employee must work a full shift the last scheduled workday prior to the holiday, the holiday if scheduled, and also the first scheduled workday immediately after the holiday.

Employees will be paid at their regular hourly rate of pay for the number of hours of their regular



shift on the day of the holiday.

**ARTICLE S-6. PAID DAYS OFF** — An employee who has completed their probationary period as of January 1 of each year, according to the seniority roster, will be allowed six paid personal days off to be used in that calendar year.

The Company may require documentation of absence in accordance with local/state/federal laws. This Paid Days Off article is designed to comply with local/state/federal laws and to meet the requirements of ADA Accommodation.

Personal days must be requested in writing and approved by a supervisor. Such request must be made no later than 48 hours prior to the requested day. The Company will grant such requests at its discretion. Personal days may be used as sick days provided that an employee provides the Company with a physician's note upon his return-to-work. Personal days are "use or lose" and may not be rolled over into the next year. (This provision is in lieu of Article B-10, Sick Leave, of the Agreement.)

Personal days may be used as sick leave to meet the conditions of the "Paid/Earned Sick Leave" legislation. Additional days will be provided as required by law for full-time employees. These days may be used as either Sick Leave Days or to meet the requirements of the applicable legislation. Part-time employees will be offered the required number of paid days to be used only as required by legislation.

**ARTICLE S-7. LEAVES OF ABSENCE** — Employees who wish to take a leave of absence should submit to the Company a written application stating the reason for their request. The Company may grant such leaves at its discretion. The Company may grant requests for extensions of leaves beyond ninety (90) days based on proof of medical necessity or explanation acceptable to the Company.

An employee on sick leave must provide to the Company, at intervals of not to exceed 30 days each, medical documentation concerning his condition and the probable duration of his illness or disability.

An employee who plans to be absent from work must personally obtain permission from his supervisor, preferably in writing. If sickness or other unavoidable causes prevent the employee from reporting for work, he/she must notify his supervisor or manager at least two hours before the start of his shift. The Company may require an employee who claims to have been off duty because of illness to furnish a statement from a reputable physician with respect to such illness.

## **WAGES**

**ARTICLE W-1. MARKET WAGES** — The Company reserves the right to offer additional compensation at any location in order to maintain an adequate work force.

**ARTICLE W-2. INCENTIVE PAY** — The Company may offer incentive pay or non-cash incentives at its discretion. Upon request, the parties will promptly meet and confer over such incentive pay.

**ARTICLE W-3. PAY PERIODS** — All employees will be paid every two weeks except where prohibited by state law.

**ARTICLE W-4. OPERATORS** — The following rates of pay will apply to all operators working under this Agreement:

<b>OPERATORS WAGES</b>
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	04/01/2018	04/01/2019	04/01/2020
Top Driving Rate	\$ 25.50	\$ 26.15	\$ 27.00
Non-Driving Rate	50% of the Operators Driving Rate		
MNDR	\$ 9.85	\$ 10.00	\$ 10.75

Schedule pay will be the total trip/run time as reflected in the Company's System Timetable in effect when the trip is made. Operators must report for duty at their signon time to pre-trip and check their assigned buses, load passengers, and complete other assigned duties. Operators must be ready to depart on schedule and complete post-trip duties. A minimum rate may be established for a run(s).

The above piece rates will include the various pieces currently contained in the trip/run; signon, signoff, stops greater than 30 minutes, layover/spread time, garage, etc. Late arrival will not be included as operators will forfeit some number of minutes of late arrival as described in O-5 Cancellation and Late Arrival.

SOBOs are paid at the operator's driving rate. Operators will be paid their non-driving rate from the time the operator reports for duty until they sign out on the SOBO.

The following rates will apply to all operators for work other than schedule driving:

- Protection at the operator's non-driving rate.
- Deadhead at the operator's schedule driving rate.
- Charters at 70 percent of the operator's schedule driving rate.
- New York shuttle and Oakland shuttle at 70 percent of the operator's schedule driving rate.
- DHOC Pay. When cushioning, the operator will be paid at their non-driving rate for all time beginning at departure until arrival, including time waiting between schedules. Pay will stop if the operator is released to secure his/her rest.

Operators required by the Company to perform the following duties will be paid at the following piece rates with no duplication of pay:

- Extra Stop. Additional scheduled time required to make the extra stop at the operator's driving rate.
- Cleaning Pay. Thirty minutes at the operator's non-driving rate. Operator must sweep and mop the bus. Except in emergencies, operators will not be required to clean their buses at locations where the Company normally has other arrangements for performing this function.
- Fuel Pay. Fifteen minutes at the operator's non-driving rate. Operator must physically fuel the coach. Operators will not be required to physically fuel their buses where prohibited by law.
- At all locations where the garage is separate and apart from the terminal, a garage allowance will be paid to the operator driving to or from the garage at the non-driving rate with no duplication of pay.

Operators will be paid a minimum day guarantee as follows:

- Extraboard operators who report for work as assigned and who, through no fault of their own, earn less than \$80.00 prior to being released from duty will be compensated the difference between actual earnings and \$80.00.



- Straightaway runs that require the driver to get fresh before returning to his/her home location will be compensated a minimum of \$250 for the two days of the run.
- Turnaround runs, where the operator does not get fresh away from home, will be compensated a minimum of \$125 for the run.

The following items are paid at the Minimum Non-Driving Rate (MNDR), with no duplication of pay:

- Time reflected on the run as signon (excluding garage or other paid time). Effective April 1, 2018, paid signon time will be 30 minutes. Effective October 1, 2018, paid signon time will be extended to 35 minutes.
- Time reflected on the run as signoff (excluding garage or other paid time). Operators assigned to deadheads, extra sections, or other schedules but excluding charters will be paid 15 minutes signoff time.
- Stops of more than 30 minutes will be paid at the minimum non-driving rate, with no duplication of pay.
- Spread time on regular runs and other non-paid time between assignments when not released to get fresh such as report-back time.

**Full-time operators will be paid according to the following schedules:**

**TABLE 1**

This progression applies to the following domiciles: Abilene, TX, Albuquerque, NM, Amarillo, TX, Birmingham, AL, Boise, ID, Brownsville, TX, Calexico, CA, Dallas, TX, El Paso, TX, Fayetteville, NC, Grand Junction, CO, Harlingen, TX, Houston, TX, Jackson, MS, Jacksonville, FL, Knoxville, TN, Laredo, TX, Louisville, KY, McAllen, TX, Memphis, TN, Mobile, AL, Oklahoma City, OK, Phoenix, AZ, San Antonio, TX, Shreveport, LA, Tallahassee, FL Tampa, FL and Tulsa, OK.

Length of Service	Percentage of Top Driving Rate
Less than 1 year	70%
More than 1 year	71%
More than 2 years	72%
More than 3 years	73%
More than 4 years	74%
More than 5 years	75%
More than 6 years	80%
More than 7 years	90%
More than 8 years	100%

*When an employee in Table 1, who is not at the top of the 8-year progression rate, is sent on a temporary transfer to a location in Table 3, the employee will be paid, via pay claim, a temporary transfer payment of \$10 per day. This progression table, and the temporary transfer payment, is eliminated September 30, 2018.*

**Effective October 1, 2018, all locations listed under Table 1 above will be paid using Table 2.**

**TABLE 2**

This progression applies to the following domiciles: Albany, NY, Atlanta, GA, Atlantic City, NJ, Baltimore, MD, Baton Rouge, LA, Buffalo, NY, Charlotte, NC, Chicago, IL, Cincinnati, OH,



PA, Portland, OR, Raleigh, NC, Redding, CA, Reno, NV, Richmond, VA, Sacramento, CA, Saint Louis, MO, Salt Lake City, UT, San Diego, CA, San Ysidro, CA, Springfield, MO, Syracuse, NY and White River Junction, VT.

**Effective October 1, 2018, all locations listed under Table 1 above will be paid using Table 2.**

<b>Length of Service</b>	<b>Percentage of Top Driving Rate</b>
Less than 6 months	80%
More than 6 months but less than 12 months	82%
More than 12 months but less than 18 months	84%
More than 18 months but less than 24 months	86%
More than 24 months but less than 30 months	88%
More than 30 months but less than 36 months	90%
More than 36 months but less than 42 months	92%
More than 42 months but less than 48 months	94%
More than 48 months but less than 54 months	96%
More than 54 months but less than 60 months	98%
More than 60 months	100%

**TABLE 3**

This progression applies to the following domiciles: Boston, MA, Denver, CO, New York, NY, Oakland, CA, Philadelphia, PA, San Francisco, CA, Seattle, WA and Washington DC.

<b>Length of Service</b>	<b>Percentage of Top Schedule Rate</b>
Less than 6 months	88%
More than 6 months	90%
More than 12 months	92%
More than 18 months	94%
More than 24 months	96%
More than 30 months	98%
More than 36 months	100%

The Company reserves the right to modify these wage progression schedules and rates. Length of service for pay purposes will be determined by full-time continuous years of actual service as an operator with the Company.

Part-time and seasonal operators will be paid market rates as determined by the Company. The market rate of pay may not exceed the full-time hourly rate for operators.

**ARTICLE W-5. OPERATORS PAY CLAIMS** — Pay claims must be submitted within 120 days from the date of the pay check that should have included payment for the claim. The Company will respond to all claims within 30 days from the date the claim was submitted. The grievance time limits will apply beginning at the time of the Company's response or at the end of the 30 days, whichever comes first. The Company's response is defined as the printed earnings recap provided with the paycheck showing either payment or denial of the claim.

The Company will have 180 days from the date of payment to correct overpayments. However, should state or federal laws extend the period for filing claims an equal extension will be provided for correcting overpayments.

The Company will provide a list of those states that allow a longer period for filing of pay claims upon request.



**ARTICLE W-6. MAINTENANCE EMPLOYEES** — Mechanics working under this Agreement will receive area wages as set forth in the following table:

Location	4/1/2018	4/1/2019	4/1/2020
ALBANY	\$ 26.08	\$ 26.53	\$ 27.28
ATLANTA	\$ 26.27	\$ 26.73	\$ 27.48
BOSTON	\$ 29.74	\$ 30.26	\$ 31.01
CHARLOTTE	\$ 26.27	\$ 26.73	\$ 27.48
CHICAGO	\$ 30.02	\$ 30.54	\$ 31.29
CLEVELAND	\$ 27.24	\$ 27.71	\$ 28.46
COLUMBUS	\$ 27.24	\$ 27.71	\$ 28.46
DENVER	\$ 27.99	\$ 28.48	\$ 29.23
HYATTSVILLE	\$ 27.73	\$ 28.21	\$ 28.96
JACKSON	\$ 25.72	\$ 26.17	\$ 26.92
JACKSONVILLE	\$ 24.28	\$ 24.70	\$ 25.45
LAS VEGAS	\$ 26.59	\$ 27.05	\$ 27.80
LOUISVILLE	\$ 29.50	\$ 30.01	\$ 30.76
MEMPHIS	\$ 24.21	\$ 24.63	\$ 25.38
MINNEAPOLIS	\$ 26.28	\$ 26.74	\$ 27.49
NASHVILLE	\$ 26.34	\$ 26.80	\$ 27.55
NEW YORK	\$ 27.79	\$ 28.27	\$ 29.02
PHILADELPHIA	\$ 29.46	\$ 29.97	\$ 30.72
PITTSBURGH	\$ 26.44	\$ 26.91	\$ 27.66
PLEASANTVILLE	\$ 29.46	\$ 29.97	\$ 30.72
RICHMOND	\$ 26.48	\$ 26.95	\$ 27.70
SALT LAKE CITY	\$ 26.83	\$ 27.30	\$ 28.05
RENTON	\$ 30.19	\$ 30.72	\$ 31.47

No employee's rate of pay will decrease as a result of this agreement.

The Company and Union agree to establish a wage progression for new employees as defined below. However, the Company reserves the right to hire fully qualified mechanics at the full wage rate.

For the 90-day probationary period, the wage rate will be 70 percent of the current hourly wage rate; on the 91<sup>st</sup> day of employment the wage rate will increase to 80 percent of the current hourly wage rate. During the 15<sup>th</sup> month of employment, employees hired at the reduced entry-level wage rate will be required to take a mechanical skills test. These employees must successfully complete the test to receive 100 percent of the current hourly wage rate. This hourly wage rate will begin the first day of their 19<sup>th</sup> month of employment. Employees failing to successfully complete the test in the 15<sup>th</sup> month will be tested again in the 18<sup>th</sup> month. Employees who fail to successfully complete the test a second time will be re-tested every month thereafter until they successfully complete the course.

Tire Technicians will be paid at 65 percent of the location applicable mechanic rate.

Parts Clerk	Entry Rate	After Two Years
04/01/18	\$ 16.50	\$ 17.57



<b>04/01/19</b>	<b>\$ 16.95</b>	<b>\$ 18.02</b>
<b>04/01/20</b>	<b>\$ 17.45</b>	<b>\$ 18.52</b>

<b>Service Technician</b>	<b>Entry Rate</b>	<b>After Two Years</b>
<b>04/01/18</b>	<b>\$ 14.75</b>	<b>\$ 15.59</b>
<b>04/01/19</b>	<b>\$ 15.20</b>	<b>\$ 16.04</b>
<b>04/01/20</b>	<b>\$ 15.70</b>	<b>\$ 16.54</b>

<b>Service Worker</b>	<b>Entry Rate</b>	<b>After One Year</b>
<b>04/01/18</b>	<b>\$ 12.46</b>	<b>\$ 13.15</b>
<b>04/01/19</b>	<b>\$ 13.36</b>	<b>\$ 14.05</b>
<b>04/01/20</b>	<b>\$ 14.31</b>	<b>\$ 15.00</b>

Qualified service workers bidding shifts that require a CDL will be paid an additional 50 cents per hour.

All hours worked on the third shift will be paid a shift premium of 2%.

Employees who were hired as service workers, have remained service workers, and whose wage rates are red-circled above the contract rates will, effective April 1, 2018, receive a payment equal to 2% of their hours worked for the 12-month period prior. As of April 1, 2019, and April 1, 2020, the same employees under the same qualifications will also receive a payment equal to 2% of their hours worked for the 12-month period. For example, an applicable employee who on April 1, 2018, has a red-circled wage rate above \$12.46 will be issued a payment equal to 2% of their hours worked from 04/01/17-03/31/18, less applicable taxes, etc.