MEMORANDUM OF UNDERSTANDING

between

Greyhound Lines, Inc. and ATU National Local 1700

Date:

September 15, 2011

Issued by:

Les Real / Bruce Hamilton

Subject:

Agreement covering Operators;

Article O-3 - Charters (b) Notice of Assignment

Purpose:

The purpose of this MOU is to address the assignment method for charters which require the Company to provide names of Operators in advance for purposes such as completing security clearances. This will apply to all Operators, whether they are local or brought in from another location to perform the charter assignment.

Current language:

(b) <u>Notice of Assignment</u>. 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.

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. ...

Revised language:

(b) <u>Notice of Assignment</u>. 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 as 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.
 - o 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.

Terms: This memorandum of understanding will remain in effect until the expiration of the Agreement covering operators effective on April 1, 2010.

Bruce Hamilton

President/Business Agent

ATU Local 1700

Les Real

Sr. Director, Labor Relations

Greyhound Lines, Inc.