

**COLLECTIVE BARGAINING AGREEMENT**

**CLEVELAND FOOD SERVICE**

**BY AND BETWEEN**

**GREYHOUND LINES, INC.**

**AND**

**AMALGAMATED TRANSIT UNION, LOCAL 1700  
AFL-CIO, CLC**

**Expires August 31, 2020**

## CONTENTS

AGREEMENT .....	03
WITNESSETH .....	03
Article 1. Union Recognition/Check Off .....	03
Article 2. Union Security .....	03
Article 3. Discrimination .....	03
Article 4. Lockouts and Strikes .....	04
Article 5. Rights of Management .....	04
Article 6. Contravention of Laws .....	04
Article 7. Maintenance Standards .....	04
Article 8. Seniority .....	05
Article 9. Part-Time Employees .....	06
Article 10. Furlough and Recall .....	06
Article 11. Leaves of Absence .....	06
Article 12. Discipline .....	07
Article 13. Grievance and Arbitration .....	07
Article 14. Bulletin Boards .....	08
Article 15. Supervisors Work Prohibition .....	08
Article 16. Job Bidding .....	08
Article 17. Training .....	09
Article 18. Work Week .....	09
Article 19. Meals and Rest Periods .....	10
Article 20. Holidays .....	10
Article 21. Personal Days .....	10
Article 22. Vacations .....	11
Article 23. 401 (k) .....	11
Article 24. Health and Welfare Provisions .....	12
Article 25. Transportation .....	12
Article 26. Jury Duty .....	12
Article 27. Funeral Leave .....	12
Article 28. Inspection Provision .....	12
Article 29. Subcontracting .....	13
Article 30. General Clauses .....	13
Article 31. Wages .....	14
Terms of Agreement .....	15

## AGREEMENT

This agreement is made and entered into by and between Greyhound Lines Inc., hereinafter called the "Company", and Amalgamated Transit Union, Local 1700, hereinafter called the "Union."

### WITNESSETH

The parties have reached this agreement as a result of collective bargaining. This Agreement sets forth the terms and conditions of employment for bargaining unit of food service employees.

The parties to this agreement recognize that Greyhound is a service company and that providing quality customer service is essential to the success of the Company and its employees.

All references to "days" will mean calendar days unless otherwise stated. All references to employee(s) will mean full-time employee(s) unless otherwise stated.

#### Article 1. UNION RECOGNITION / CHECK-OFF

(a) The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining of all full-time and part-time employees in the classifications of Crew Leader and Station Attendant in Cleveland Food Service.

(b) The Company agrees to deduct each month from the wages or money payable to employees from the first pay check dated in each month, who are members of the Union the amount of regular union membership dues, application and/or initiation fees, assessments and voluntary contributions for such employees who sign a written assignment and authorization, authorizing such deduction and payments. Such authorization will be delivered by the Union to the Company. Such deductions will continue unless and until the written assignment and authorization is properly revoked. The Company will remit to the Union said dues and other amounts together with a list of the names for whom the deductions were made no later than the pay day on which the deductions are made.

#### Article 2. UNION SECURITY

To the extent permitted by law, all full-time and part-time employees covered by this agreement must become and remain members of the Union, or pay their fair share as required by law, no later than the 31st day following completion of their probationary period or the date of this agreement as a condition of their continued employment with the Company.

The Company will notify new employees of this Agreement by including a Union membership application form and a dues check-off form in the new employee information packets. The Company will immediately send to the Union the names and contact information of all new employees.

#### Article 3. DISCRIMINATION

The Company agrees that neither it nor any of its officers, managers, or supervisors will differentiate among, discriminate against, interfere with, restrain, or coerce employees because of membership in the Union, or because of participation in the Union's affairs or because of race, religious belief, color, age, sex



or sexual orientation; nor will the Company or any of its officers, managers, or supervisors discriminate against any employee or group of employees for presenting any complaint, dispute or grievance.

The Company will not retaliate against any employee for his/her good faith efforts to enforce or observe provisions of this agreement or for any other union supporting or other concerted activities protected by Section VII of the National Labor Relations Act.

The Union will not differentiate among, discriminate against, interfere with, restrain or coerce employees because of non-membership in the Union, or because of race, religious belief, color, age sex, or any other characteristic prohibited by law.

#### **ARTICLE 4. LOCKOUTS AND STRIKES**

There will be no cessation of work by reason of lockout. There will be no slowdown or stoppage of work by any employee or employees to bring about any change in this Agreement or because of any grievance or alleged grievance. Any employee violating this article will be subject to discharge.

#### **Article 5. RIGHTS OF MANAGEMENT**

The management of the Company and the direction of the work force, including the right to hire, to appoint supervisors and lead persons, to suspend or discharge for just cause is vested exclusively in the Company, but these rights will be so exercised as not to discriminate against any member of the Union or conflict with the provisions of this agreement.

The Company maintains the right to make and enforce reasonable work rules, policies and procedures as long as such rules are not arbitrary, capricious or in violation of any of the terms of this Agreement.

#### **Article 6. CONTRAVENTION OF LAWS**

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.

If any of the terms of this agreement are declared invalid by any court, such decision shall not invalidate the entire agreement, or any unaffected provision.

#### **Article 7. MAINTENANCE OF STANDARDS**

The Company agrees not to enter into any other agreement or contract, written or oral, with its employees, who are members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Management, employees and bargaining unit representatives will act in a professional manner and will treat each other with dignity and respect at all times.

## Article 8. SENIORITY

- (a) Full-time and part-time food service employees will have their seniority measured from the hour and date of first work performed in the Cleveland Food Service. 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. Separate seniority rosters will be maintained for full-time employees and part-time employees.
- (b) Employees who wish to transfer to another location represented by the ATU 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, 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 employees will initially be assigned to a vacant shift but will be allowed to exercise their seniority on all future bids.
- (c) A new full-time employee will be in a probationary status for the first 90 calendar days of employment and will not acquire seniority within the meaning of this Article, but if he/she is employed beyond said 90 calendar day period his/her seniority will date from the first day of continuous employment. Except as stated here, 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 except that the grievance procedure will be applicable to contest whether the reason given for the discharge was pretextual.
- (d) All full-time employees must complete training within three months of employment in their primary work area or be terminated. If the employee had previously worked in a different position (immediately prior to this position), he/she will be allowed to use his/her seniority to displace into the classification previously held.
- (e) A new part-time employee will be considered as a probationary employee until he/she has completed 300 paid hours of employment. Should a part-time employee become full-time, full-time seniority will commence on the day full-time work begins. If a full-time employee goes to part-time, the employee will forfeit all full-time seniority, except where the employee goes to part-time as a result of furlough.
- (f) If any employee quits, is discharged, is on furlough in excess of one year, or fails to report for work upon termination of a leave of absence, or in case of furlough, within seven days of mailing of a recall notice by certified mail, without an adequate reason, he/she forfeits all seniority previously established and will no longer be considered an employee. It will be the responsibility of the employee to keep the Company informed as to the address and telephone number at which he/she can be reached.
- (g) The Company will keep posted in conspicuous places the lists of employees showing the seniority date of each. Any protests to placement on any seniority roster will be made within 30 calendar days of an employee's initial placement on the roster. Upon request, the Company will forward to the Union Secretary/Treasurer a list of all employees, full and part time, showing seniority dates, job classifications, rates of pay and paid hours for the period requested for each employee.



#### Article 9. PART-TIME EMPLOYEES

A part-time employee is any employee hired to work less than 1,500 paid hours per calendar year. Part-time hours shall be at the discretion of the Company. Part-time employees called to work will be paid a minimum of two (2) hours if the employee is released prior to the end of the second hour.

#### Article 10. FURLOUGH AND RECALL

- (a) When a furlough is made, full-time employees will be furloughed in reverse order of seniority. However, if an employee to be furloughed holds a job no senior employee can fill, such employee will be retained and the next senior employee furloughed in his/her place. When a full-time position is eliminated, the employee will be given the option become part-time and the junior part-time employee will be furloughed. Full-time employees electing to become part-time will maintain their full-time seniority for one year.
- (b) The Company will give five working days' notice of layoff for lack of work or else pay full lost wages in lieu of such notice.
- (c) Furloughed employees, when called back to work, will be re-employed in food service in order of their seniority and in accordance with seniority provisions set forth herein.
- (d) If an employee is on furlough status for more than one year, his/her name will be removed from the seniority list.

#### Article 11. LEAVES OF ABSENCE

- (a) Upon written request, an employee may be granted a leave of absence, without pay, for personal reasons for a period not to exceed 30 days. Such personal leaves may be extended by the Company, upon written request by the employee, for additional 30-day period. However, an employee on a personal leave of absence for more than 30 days will not be eligible for any benefits under this Agreement until such time as the employee returns to active employment. Employees on leave of absence who engage in full time employment for another employer will be terminated. An employee off due to illness (including workers' compensation), must provide medical evidence as required by the Company. Absences due to illness will be unlimited up to one year.
- (b) The company will comply with the Family and Medical Leave Act of 1993 (FMLA) as amended, and its regulations for all eligible employees. Eligible employees include those in locations with fewer than 50 employees.
- (c) Maternity leave will be granted with no loss of seniority for the period the employee's doctor determines that she is physically unable to return to her normal duties.
- (d) 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 is given and the 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. The Union agrees its members will not abuse the rights granted under this provision.

## Article 12. DISCIPLINE

- (a) The Company will follow a policy of progressive discipline involving verbal warning, written warning, suspension and discharge, except for violations so serious as to warrant immediate suspension and/or discharge.
- (b) Disciplinary notices will not remain in effect for a period of more than 12 months from the date of such notice providing there have been no similar infractions during the interim. Egregious disciplinary infractions concerning cash, safety employee relations or customer complaints may be retained in file for 24 months.
- (c) The Company will give written notification to an employee and the Union of the reason for the discipline or discharge of the employee and such notice will be prior to the commencement of discipline. Any disciplinary action must be taken within 20 days (excluding Saturdays, Sundays and holidays) of the Company's knowledge of an infraction except in cases involving dishonesty, in which case disciplinary action must be taken within 20 days of the Company's completion of its investigation. Employees will not be disciplined or discharged nor will entries be made against their record without just cause.
- (d) When an employee quits or is discharged, the Company will pay all money due to the employee on the first payday following such quit or discharge.
- (e) Employees handling money will account for and remit the same to the Company in accordance with Company policy. An employee's cash turn-in(s) shall be verified or audited by the Company's designee.

## Article 13. GRIEVANCE AND ARBITRATION

In the event of a complaint or grievance arising under the terms of this agreement, the union steward shall take the matter up with a supervisor and every reasonable effort shall be made to reach a satisfactory non-precedent setting solution. However, this shall not bar the affected employee's right initially to endeavor to adjust the matter with his/her supervisor, so long as the adjustment does not violate any provision of this agreement. If a settlement involving a cash payment is reached, the Company will notify the Union of such payment within 10 days.

### Step One

Grievances must be filed by the Union with a designated supervisor within 15 days after the occurrence of the event complained of or of a disciplinary notice (grievance must be in writing). The Company supervisor will answer grievances, in writing, within 15 days of receipt of the grievance. The 15 days may be extended by mutual agreement. When a timely Company request for extension is made, the Union will grant a 10-day extension. 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 or for any purpose.

### Step Two

If the Company's response in Step One is not satisfactory to the Union, the Union may appeal for a Step Two Conference to resolve the matter. Such appeal must be made in writing within 15 days of receipt of the Step One response.

A Step Two Conference will be held within 15 days after receipt of this appeal at the home location of the employee, unless otherwise agreed between the parties. Within 15 days of the conference the Company must



respond with a written decision. The time limits may be extended by mutual agreement of the parties. Final disposition at this step is non-precedent setting and may not be relied upon by the Union or Company in any arbitration or for any purpose.

### Arbitration

In the event a grievance is not resolved at Step Two, the grievance may be referred in writing to arbitration by the Union within 45 days after the Union's next regularly scheduled executive board meeting not to exceed 135 days from the date the Step two decision is rendered. The issue to be arbitrated must be clearly stated. Any grievance that has been submitted to arbitration must be discussed with the senior director of labor relations or designee to attempt to settle the grievance prior to arbitration. Arbitration will be administered by the American Arbitration Association and conducted under its labor arbitration rules. All arbitrators will be selected from those admitted to the National Academy of Arbitrators.

The decision of the arbitrator will be final and binding on all parties and the parties agree to comply with such decision. The arbitrator will not have the power to add to, subtract from or alter any of the terms of this Agreement.

The fee of the impartial arbitrator and meeting room will be split equally between the parties.

### Article 14. BULLETIN BOARDS

The Company agrees to provide bulletin boards at appropriate places on which the Union shall have the right to post notices of Union recreational and social affairs, notices of Union elections, notices of Union appointments, results of Union elections, notices of Union meetings, and any other bona fide Union business. There shall be no posting of any other matter on these boards unless agreed to by both parties. Copies of Company bulletins will be promptly furnished to the Union

### Article 15. SUPERVISORS WORK PROHIBITION

Supervisors or other non-union personnel shall not perform the duties ordinarily performed by employees in the bargaining unit except for purposes of instruction; handling of customer complaints; assisting customers; when sufficient bargaining unit employees are not available or when sufficient bargaining unit employees are not available to cover breaks, except: food service will be allowed to have one (1) shift scheduled daily, up to four (4) days/week covered by a supervisor until such time there is adequate business to support additional staffing.

In the case of call-offs or no shows, the Company will first request that employees who are on the property and who are qualified to do the necessary work remain for up to two hours. Then the Company will attempt to reach - in seniority order - a minimum of three employees. The Company will maintain a call log for inspection if requested. If the employees are unavailable when called and/or fail to return a call within 15 minutes, the Company may determine that sufficient bargaining unit employees are not available.

All employees will be required to maintain a working contact number on file with the Company.

### Article 16. JOB BIDDING

- (a) All full-time permanent shift openings will be posted by the Company. The bid will list the primary duties of the job. A full-time permanent shift opening is defined as a shift of at least 32 hours per week.



that is not established solely for summer or seasonal business. Such posting will be within five days of the vacancy.

- (b) When a new job becomes available or an existing job is vacated, bids for the job must be placed within five calendar days after the day the job is posted. If the senior employee who bids the job has the ability and necessary qualifications to perform the work of the particular job, he/she will be given a trial period of up to 15 days to demonstrate such ability. In order for an employee to be awarded a job, the employee must have completed the available training. (Training will be made available to employees who wish to prepare for desirable jobs. This training will generally be done during down times or off-peak hours.)
- (c) If no employee who bids for the job has the ability and necessary qualifications to perform the work of the particular job, the Company may assign a person to the job. The least senior person with the ability and qualifications will be assigned and will hold the new job as if he/she had bid it. The job vacated by an employee who was awarded or assigned to such job will be filled in the same manner as described above, unless the Company has eliminated that job. During the bidding period, the Company will fill the job in the most efficient manner.
- (d) An employee who through a bid was awarded a posted job can only be displaced from such job by a senior employee whose job has been eliminated or who has been displaced and who is capable of performing and fulfilling adequately the job requirements, or by general bid.
- (e) An employee who loses his/her full-time job must select another job within 72 hours from the time he/she loses his/her original full-time job.
- (f) There shall be two general bids per year for full-time employees. One will be held in May to be effective June 1. The second will be held in July to be effective August 1. The general bid will be reviewed for input with the chief shop steward prior to posting. Such input will be evaluated with the chief shop steward prior to posting the bid.
- (g) The general bid will be in separate categories: Crew Leaders and Station Attendants.
- (h) The Company will assign shift coverage during vacations and other known leaves to qualified, available full-time employees, or, if none are available, to part-time employees. However, the Company will put up for bid all vacation relief, sick leave and other known leaves that are expected to be in excess of 5 working days provided the Company has five days' notice of such leaves. Such postings may be for short periods depending on need. It is not the intent of this provision to prevent the Company from making assignments to meet emergencies or short term immediate needs.

#### **Article 17. TRAINING**

Training will be made available to all full-time employees. Such employees will be paid their straight time hourly rate while attending the training programs, which will include an opportunity for "hands on" experience. Part-time employees will, when possible, be trained during their shifts and if this is done will be paid their regular hourly rate for such training. However, where this is not possible, part-time employees will be given opportunities to, at their option, attend Company training programs. Part-time employees who voluntarily attend such training will not be paid while at such training.

**Article 18. WORK WEEK** — The regular work week for full-time employees will consist of 32 to 40 hours per week, not to exceed 8 hours per day, excluding lunch periods, not to exceed 5 days per week with 2 consecutive days off or 10 hours per day, excluding lunch periods, 4 days per week with 3 consecutive

days off. Management will have the right to establish work shifts. The Company will provide new shifts or all shifts during general bids to the chief shop steward for review prior to posting. Any input from the chief shop steward will be reviewed with the chief shop steward prior to posting. The payroll week shall begin at 12:01 a.m. on Sunday and end at 12 midnight the following Saturday. The Company will determine the payday, which shall be bi-weekly.

#### **Article 19. MEALS AND REST PERIODS**

Shifts of four (4) hours or more but less than seven (7) hours will have one 15-minute paid break. Shifts of seven (7) hours or more will have two (2) 15-minute paid breaks and up to one (1) hour unpaid lunch period.

#### **Article 20. HOLIDAYS**

- (a) All full-time employees who have completed their probationary period, if qualified, will be entitled to eight hours' pay at straight time for the following holidays.

Thanksgiving Day  
Christmas Day  
New Year's Day

Independence Day  
Labor Day  
Friday before Easter

- (b) If an employee works the employee works their entire scheduled shift or works until instructed to leave by management, the employee will receive eight hours of holiday pay. Otherwise, the employee will be paid for the number of hours worked. When employees work more than their scheduled hours on a holiday, they will be paid time and one-half for all hours worked beyond their regular shift on the holiday.

Straight time according to the regular work schedule for hours will be paid for regular full-time employees for holidays not worked subject to the following conditions:

- (a) An employee must work his last full scheduled work shift before the holiday and his first full scheduled work shift after the holiday.
- (b) Employees unable to work due to illness are not entitled to holiday pay. However, if an employee is confined by an illness by a certified physician during the entire work week in which the holiday occurs, the employee will be paid straight time for the holiday, provided that employee performed work within 30 calendar days prior to the holiday.
- (c) In the event that a holiday occurs during a vacation week, the employee will receive his/her holiday pay in addition to vacation pay.
- (d) A part-time employee will receive time and one-half for any work performed on any of the holidays listed in the contract. The part-time employee must meet the qualifications listed in paragraph (a).

#### **Article 21. PERSONAL DAYS**

After completing 90 days of employment and every January 1, thereafter, full-time employees will be awarded four (4) personal days for the calendar year.

Personal days for full-time employees must be requested in writing and approved by a supervisor in writing. Such request must be made no later than 72 hours prior to the requested day. Such requests will be granted



unless the Company demonstrates a valid reason for not granting them. Personal days may be used as sick days provided an employee has a physician note upon return-to-work or eight hours' notice has been provided.

Personal days are "use or lose" and may not be rolled over into the next year.

## **Article 22. VACATIONS**

- (a) Vacations will be earned on a seniority date basis and are to be taken in the calendar year. For example, a full-time employee with a seniority date of June 20, 2010 would earn his/her 2014 vacation from June 20, 2013 to June 19, 2014 and could bid it to be taken between January 1, 2014 and December 31, 2014.
- (b) No vacation is due until a full-time employee completes one year of service.
- (c) If a full-time employee takes his vacation prior to earning it, and leaves the service of the Company, overpayment will be taken from his last paycheck.
- (d) Full-time employees will bid their vacation in seniority order. Bidding will be conducted during November or December for the following year. If a full-time employee does not yet have one year, he/she will bid a time after his/her seniority date.
- (e) A full-time employee who is off for 30 consecutive days for any reason except on the job injury, jury duty or vacation will have his/her vacation reduced by 1/12 for each 30 consecutive days of absence.
- (f) The Company will designate the weeks available for bidding.
- (g) Full-time employees who complete one year of service will be entitled to one week (40 hours) vacation. Full-time employees who have completed two years of service will be entitled to two weeks (80 hours) vacation.  
  
Full-time employees who complete 10 years or more of service will be entitled to three weeks (120 hours) vacation.  
  
Full-time employees who complete 20 years or more of service will be entitled to four weeks (160 hours) vacation.
- (h) Employees that resign, quit or are discharged will receive vacation due up to the date of termination, pro-rata, provided they have completed one year of service.

## **ARTICLE 23. 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 24. HEALTH AND WELFARE PROVISIONS**

The Company will make health and welfare medical coverage available under the Greyhound Lines, Inc. Health and Welfare Plan. Such coverage and employee premiums will be determined by the Company.

#### **Article 25. TRANSPORTATION**

The Company will continue to provide free transportation to full-time and part-time employees under the existing policy. An employee must meet the requirements outlined in the policy.

#### **Article 26. JURY DUTY**

Full-time employees will receive and be paid up to five days. Notice must be given to the Company and written proof of jury duty must be provided upon return to work. Pay will be only for scheduled time missed.

#### **Article 27. FUNERAL LEAVE**

A full-time employee may receive up to three days paid leave per occurrence to attend the funeral of a parent, spouse, domestic partner, child, sibling, grandparent, and current mother-in-law or father-in-law. Pay will be only for scheduled time missed. The Company reserves the right to request written proof.

#### **Article 28. INSPECTION PRIVILEGE**

Union duties and activities will not be carried on during hours of work except as provided for in this Agreement. Union officials will have the right to enter the premises of the Company to satisfy themselves that this Agreement is being observed.

The Union will have the right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any individual or individuals whose pay is in dispute.



## Article 29. SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Company agrees that no work or services of the kind, nature or type, presently performed by the bargaining unit will be sub-contracted, transferred, leased, assigned or conveyed in whole or in part to any persons or non-unit employees, unless otherwise provided in this agreement. The Company retains the right to cease operating the food service and appoint a commission agent. If this is done, the agent will be advised of this agreement.

## Article 30. GENERAL CLAUSES

- (a) The Company will furnish work uniforms and other equipment to each employee as needed. The employee must wear such uniform while on duty. Crew Leaders will be required to wear the appropriate uniform.
- (b) Employees working overtime will not be given time off to offset the overtime work.
- (c) Part-time employees are not entitled to any benefits (vacations, holiday pay, etc.) except those identified elsewhere in this Agreement.
- (d) Furloughed full-time employees will be given consideration for part-time positions and will continue to retain full-time seniority for one year.
- (e) In the event it is necessary to hire a full-time employee, the Company will offer the position to a part-time employee starting with the most senior part-time employee who has previously indicated in writing he/she wishes to be considered for a full-time position. If the most senior part-time employee who accepts the position has the ability and necessary qualifications to perform the job, he/she will be given a trial period up to 15 days to demonstrate such ability. The Company reserves the right to disqualify an employee based on documented disciplinary issues including but not limited to attendance.
- (f) The Company agrees to notify the properly accredited officer of the Union promptly by forms prepared covering the employment, discharge, resignation and furlough of each employee who is covered by the terms of this agreement.
- (g) The Union agrees to notify the Company in writing of the names and addresses of duly accredited representatives upon their election or appointment to office. The Company agrees to notify the Union in writing of the names and addresses of duly accredited Company representatives. Notice to such accredited representatives shall constitute notice under the provisions hereof if sent to the addresses or email addresses furnished.
- (h) The Company will allow multiple deductions to various financial institutions at the employee's direction.
- (i) Employees will not be instructed to report for disciplinary purposes on their days off except in cases so serious in nature that same is required.
- (j) A single small union emblem approved by the ATU International may be worn on the employee's uniform in a reasonable manner.
- (k) The Company will maintain a safe and sanitary workplace for its employees.
- (l) 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 31. WAGES

At any time the legislative minimum is increased, any employee whose base rate is below the minimum wage will be increased to the minimum wage.

(a)

For employees hired prior to ratification:

- September 1, 2016 the station attendant base rate will be \$8.35
- September 1, 2017 the station attendant base rate will be \$8.60
- September 1, 2018 the station attendant base rate will be \$8.85
- September 1, 2019 the station attendant base rate will be \$9.00

On September 1, 2016, September 1, 2017, September 1, 2018, and September 1, 2019, employees hired prior to ratification who do not receive an increase in their base rate or have not received an increase during the previous 12 months, will receive a payout equal to 2% of their previous year's earnings.

Employees hired after ratification:

- The starting rate will be \$8.25.
- September 1, 2017, those employees not receiving an increase to their base rate of pay in the previous 12 months will receive a 2% increase to their base rate, not to exceed \$8.60.
- September 1, 2017, those employees not receiving an increase to their base rate of pay in the previous 12 months will receive a 2% increase to their base rate, not to exceed \$8.85.
- September 1, 2017, those employees not receiving an increase to their base rate of pay in the previous 12 months will receive a 2% increase to their base rate, not to exceed \$9.00.

The maximum rate of pay for station attendants will be \$9.00/hour.

Employees appointed to Crew Leader will receive \$0.75/hour in addition to the base rate.

- (b) For wage progression only, when part-time employees are awarded full-time status, their part-time seniority date will be used to determine their proper placement in the wage progression table.
- (c) All work performed in excess of 40 hours per week or in excess of eight or ten regularly scheduled hours in 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.
- (d) The Company will have the right to increase wages in the above scales to meet market concerns. Such increases will not be on an individual basis, but must cover all employees in the progression area(s) covered by the increase. The Company will meet and discuss with the Union any such increases at least 15 days prior to putting them into effect. Any increases will be incorporated into the wage rates and no wages will be reduced as a result of any increases under this section.
- (e) No employee's base hourly rate will be reduced as a result of ratification of this agreement.



## TERMS OF AGREEMENT

This agreement will become effective upon ratification and continue in full force and effect up to and including 12:01 A.M. on September 1, 2020 and from year to year thereafter unless either party gives written notice at least 60 days prior to the expiration date in 2020, or the expiration date in any year thereafter, of its intent to have the same changed or terminated. Such notification must be made by Certified Mail, Return Receipt Requested.

In witness whereof, the parties hereto have executed this agreement as of the day and year first above written.

Greyhound Lines, Inc.

By: 

Date: 10/26/16

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATU Local 1700

By: 

Date: 10-24-2016

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT "A"

### DRUG/ALCOHOL/OTHER INTOXICANT POLICY – FOOD SERVICE EMPLOYEES

#### DRUGS

The possession, distribution, or use of illegal drugs is prohibited at all times. The Company is dedicated to a drug free work area and the possession, distribution, or use of illegal drugs will result in discharge.

The Company may test for drugs during the hiring process or during any Company-paid physical examination. A Supervisor may direct an employee to submit to a drug test at any time there is reasonable cause to believe the employee may be using drugs. Refusal to take the test or refusal to consent to disclosure of the test results to the Company will result in discharge.

An employee that tests positive for illegal drugs will be discharged. The Union may challenge whether the drug test was properly ordered under this rule or whether proper procedures were followed in testing such as chain of custody problems, however, the Union may not challenge the penalty. The Company will follow the N.I.D.A. procedures for drug testing.

An employee who voluntarily reports with a drug problem to management will be given a leave of absence up to three months to complete rehabilitation and will not be subject to discharge. The employee must come forward voluntarily not after being required to submit to a test under this rule. Upon rehabilitation, the employee will be returned to work, however, such employee will be subject to random testing for up to one year after his return to duty at the direction of the Company.

Illegal drugs are defined as any drugs which are not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescribed purpose, and/or is not being taken according to prescribed dosages.

#### ALCOHOL OR OTHER INTOXICANT

The possession, use or condition of being under the influence of alcohol or other intoxicant on Company property or on duty is prohibited and will result in discharge.

An employee thought to be using alcohol or other intoxicant or appearing to report under the influence of alcohol or other intoxicant will be required to take a blood and/or breath alcohol test. Refusal to take the test or refusal to consent to disclosure of test results to the Company will result in discharge.

For the purpose of this section, "under the influence" shall be considered as having any measurable percentage of blood alcohol or other intoxicant whatsoever.

The Union may challenge whether the alcohol or other intoxicant test was properly ordered under this rule or whether proper procedures were followed in testing, such as chain of custody problems, however, the Union may not challenge the penalty.

An employee voluntarily reporting alcohol or other intoxicant problems to management shall be treated and subject to random testing the same as any employee with a drug problem.