ORIGINAL

SUPPLEMENTAL AGREEMENT

BY AND BETWEEN

GREYHOUND LINES, INC.

AND

AMALGAMATED TRANSIT UNION LOCAL 1700

COVERING

BOLTBUS CURBSIDE OPERATIONS

Effective March 5, 2015 Expires March 31, 2020 This supplemental agreement between Greyhound Lines, Inc. (Company) and the Amalgamated Transit Union (Union) will govern the performance of BoltBus curbside operations. This supplemental agreement was reached in collective bargaining negotiations by and between Greyhound Lines, Inc. and the Amalgamated Transit Union Local 1700.

The Company and the Union have agreed that operators hired by Greyhound Lines, Inc. for this curbside bus service will be classified as curbside operators. Greyhound and the Union further agree that the success of the curbside service will depend upon these operators possessing unique qualifications as defined by the Company.

This agreement supplements the GLI/ATU general agreement and is applicable to BoltBus operations. Unless otherwise stated herein, this supplemental contains all language applicable to BoltBus operations.

MEMORANDUM OF AGREEMENT

This Agreement will be effective March 5, 2015 and expires March 31, 2020. 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, and the growth of the business. 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 quarterly, to review and resolve any concerns, to plan for future developments, and to develop mutual solutions.

All reference to "Operator" in this supplement is referring to "BoltBus Operator".

GENERAL

ARTICLE G-1. SENIORITY — Seniority for Operators will be determined by the date and hour of first work performed. A seniority roster will be maintained for full-time Operators. Part-time Operators will be maintained on a separate roster and will not accrue seniority. Part-time Operators will not be allowed to bid a regular run unless it is not bid by a full-time Operator.

Operators will be permitted to submit letters of intent to transfer to any department when new employees are required. Operators 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.

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.

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 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.

Operators desiring to transfer 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. <u>SENIORITY RIGHTS OF UNION REPRESENTATIVES</u> — Operators 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 Operators.

ARTICLE G-3. <u>FURLOUGH AND RECALL</u> — Furlough and recall will be by location. Furloughed Operators may elect to exercise seniority at any other location where there is a working junior Operator or open position.

When forces are reduced, the Company will provide affected Operators and the Union seven days written notice. This notice is not required for Operators displaced as a result of another Operator returning from voluntary furlough. Operators 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 Operators by postings at locations where opportunities exist for Operators to take voluntary furlough. Operators 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. Operators 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 Operator may request a return date of the same duration. The Operator will be expected to return to work on this date unless the Operator requests an extension or there are no positions at that location the Operator's seniority will allow him/her to hold.
- Leave the return date open in which case the Company will recall Operators 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.

Furloughed Operators will be removed from the seniority roster after one year of furlough. Furloughed Operators must maintain their current mailing address and phone number on record with the Company.

The Company will recall Operators in seniority order by notification first by phone and failing that by U.S. Mail. A list of recalled Operators will be furnished to the local Union. Operators 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 Operators.

Operators 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 Operators are available to meet the Company recall needs. Furloughed Operators failing to comply with these provisions will forfeit seniority rights and be removed from the seniority roster.

ARTICLE G-4. LEAVES OF ABSENCE

- (a) <u>OPERATORS ON EXTENDED SICK LEAVE.</u> Operators 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 Operators in writing that their failure to provide the required medical documentation will result in their discharge.
- (b) <u>FAMILY LEAVE</u>. The Company agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations for all eligible Operators. Eligible Operators include Operators at locations with less than 50 Operators.
- (c) <u>UNPAID LEAVE OF ABSENCE</u>. Operators 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. Operators 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) <u>UNION OFFICERS AND COMMITTEE MEMBERS.</u> Operators 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. Operators 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 Operators. Co-payments for such health benefits will be received by the Greyhound-ATU Health and Welfare Trust by the 10th day of each month of such coverage.

Operators 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 Operators will suffer no loss of rights or benefits enjoyed by other Operators by reason of their absence from duty. The Union agrees its members will not abuse the rights granted under this provision.

(e) WORK RELATED DISABILITY. Operators injured on the job will be paid in full for the day of the accident provided the attending physician advises the Operator not to return to work for the balance of the day. If able to work, Operators must return to their duties. Operators failing to do so will not be paid for the hours not worked. Operators 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.

Operators 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 Operators to make themselves available for such examination, or failure to report for duty immediately after an examination which determines that a Operator 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 Operator who fails to report to transitional duty will be terminated.

Operators 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.

- (f) OPERATORS ON EXTENDED LEAVE. Operator on extended leave will cease accruing seniority two years from the date their leave began. Such Operator, upon return to active duty for a period of 60 consecutive days, will commence accruing seniority retroactive to the date of their return from extended leave. Operators on extended leave for four years or longer will be removed from the seniority roster. Such Operators will be considered for rehire. This provision (f) will not apply to Operator on leave under paragraph (d) above.
- (g) <u>RETURNING FROM LEAVE</u>. Operator 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 — Operators will be given a probationary period of 90 days from the date of employment. The probationary period will commence, for Operators, on the first date of revenue service 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 Operator 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 Operator will be subject to dismissal.

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

The grievance procedure is not applicable to the dismissal of Operators during the 90-day probationary period or the dismissal of Operators 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 Operator 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 Operators 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 — Operators 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, Operators 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 Operators, 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 Operator's record), damage to property, personal injury, and use of alcohol or illegal substances.

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

- Operators who are discharged because of misconduct that resulted in their removal from service will not be compensated for their out of service time; and
- Operators 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.

Operators will be paid missed earnings.

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. In determining the appropriate level of discipline for attendance, the full previous year's attendance record can be used.

ARTICLE G-8. GRIEVANCE PROCEDURE

(a) <u>GRIEVANCE</u>. 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. Operators 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, a Operator or Union grievance may be presented in writing by the Operator, union shop steward, or ABA to the Operator'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 Operator's supervisor must respond with a written decision on the grievance to the appropriate Union Vice President. 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 Operator, 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 Union Vice President. 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. All contract interpretation and discipline grievances not involving discharge will be handled under an expedited procedure as follows:
 - a. Expedited arbitration sessions will be conducted twice a year in each of the Union's regions in mutually agreed upon cities. Additional arbitration sessions may be held by mutual agreement of the parties. All pending grievances that have been referred to arbitration in the respective union regions will be heard at the next expedited arbitration session.
 - b. Four permanent panels consisting of arbitrators mutually agreed to by the parties will be established for each Union region.

c. The arbitrator will issue a letter award within seven days of the hearing.

d. Either party may arrange for a transcript to be prepared of the arbitration at its own expense. Any such transcript may not be used in any grievance or arbitration procedure under this Agreement.

e. No post-hearing briefs will be allowed.

f. Telephonic witnesses will be allowed. Either party may have a representative present with such telephonic witness during their testimony.

g. All awards issued through this expedited arbitration procedure will be non-precedential.

3. Cases will be moved from the expedited arbitration procedure to the formal arbitration procedure described below under the following conditions:

a. Discipline cases by mutual agreement of the parties.

b. Discipline cases involving a suspension of six days or more at the request of either party.

c. Contract interpretation cases upon request by either party.

- 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) <u>Grievance Pay Claims</u>. A disputed pay claim, paid by grievance settlement, will be paid in the Operator'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 Operator 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. <u>BULLETIN BOARD</u> 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 Operators covered by this Agreement will be promptly furnished to a properly accredited officer of the Union.

ARTICLE G-11. <u>DISABLED AND FURLOUGHED</u> — When new Operators are required by the Company, disabled Operators and Operators 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 Operators of any such vacancies.

ARTICLE G-12. <u>BAIL BONDS</u> — Operators 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.

Operators will have the legal assistance of the Company in any legal proceedings brought against them and the Company, provided the Operators acted within the scope and course of their employment. Additionally, the Company will provide legal assistance to Operators 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 Operators, 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 Operators or passengers to enter or leave the Company's property unmolested. The Company agrees that it will not lock out its Operators 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 Operators 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 Operators at a terminal operated by another company or by a commission agent establishes a legal picket line at a terminal, Operators 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. <u>RECOGNITION OF THE UNION</u> — The Company recognizes the Union as the duly designated, sole and exclusive collective bargaining representative for its Operators

ARTICLE G-16. COURT INQUEST AND INVESTIGATION — Operators 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 Operators who at the direction of the Company are required to attend court, an inquest or an investigation called by the Company attorney, or Operators 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 the greater of eight hours or their missed earnings plus reimbursement for any expenses incurred while making such appearance. Operators will not be required to report for duty for any portion of the day when the appearance occurs during their shift. Operators 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 Operators on their regular assigned days off, or on vacation, Operators 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) <u>MEDICAL EXAMINATION.</u> 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 Operator commences to accrue seniority.

When the Company requires Operators to take examinations not required by the rules or regulations of the Department of Transportation or other regulatory body, Operators affected will be paid for their time. This does not apply to Operators 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.

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

Operators who refuse to submit to a medical examination when instructed to do so by the Company are subject to termination. Operators who fail medical examinations by a competent medical authority approved by the Company may be disqualified from service. The disqualified Operator 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 Operators. In the event the physician selected by the Operator 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 Operators returning from sick leave who fail to pass their return-to-work or DOT physical.

The third physician will examine the Operator and render an opinion binding on the parties. If the third physician determines the Operator suffers a condition correctable by treatment that is not otherwise disqualifying under the DOT regulations, the Operator may continue working. If able to work, the Operator 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 Operator.

In the event a Operator's personal physician determines that the Operator 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 Operator and render an opinion binding on the parties. The Company will notify the Operator of the physician's opinion by traceable overnight delivery. In the event the third physician determines that the Operator can return to work, the Operator must return to work within 10 days. Operators 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 Operator.

Operators 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) <u>RANDOM TESTING.</u> 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 management and position themselves at their away from home location to pull the next portion of their run whenever possible.

BoltBus spare operators that are required to take a random drug test after reporting to work will continue to be paid 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.

(c) <u>SAFE MAINTENANCE OF EQUIPMENT AND MACHINERY.</u> 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.

Operators 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 Operators covered by this Agreement, with the exception that supervisory Operators 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 Operators available and customer needs require that the work be performed. In the latter case only, if Operators were available and fit to perform the work, they will be paid as if they had performed the work.

ARTICLE G-19. 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-20. Non-DISCRIMINATION There will be no discrimination in hiring, promotion, or other aspects of employment because of race, creed, color, religion, national origin, age, sex, or disability. No Operator will be discriminated against because of affiliation with or activity in the Union.
- ARTICLE G-21. PART-TIME Except as provided in Article B-3, part-time Operators, as defined below, will not receive the benefits covered in this Agreement. Part-time Operators are hired to work less than 1,500 paid hours per calendar year. Part-time and seasonal Operators may not exceed 10 percent of the full-time Operator workforce.
- ARTICLE G-22. <u>REIMBURSEMENT</u> All moneys spent by Operators that are chargeable to the Company will be reimbursed immediately.
- ARTICLE G-23. 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-24. 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 Operator who is covered by the terms of this Agreement.
- ARTICLE G-25. PROMOTIONS Equal consideration will be given to Operators when making promotions.
- ARTICLE G-26. <u>UNION SECURITY</u> To the extent permitted by law, all full-time and part-time Operators covered by any portion of this Agreement must become and remain members of the Union not 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.
- ARTICLE G-27. <u>SUBCONTRACTING</u> The Company agrees that hereafter it will subcontract no more than four percent of the mileage that was operated by Operators covered under this Agreement in the previous calendar year.
- ARTICLE G-28. <u>SUCCESSOR</u> 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 their 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 Missed Earnings 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. <u>EMPLOYEE ASSISTANCE PROGRAM</u> The Company will provide an employee assistance program to Operators 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 Operators 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.

Contributions for benefits for BoltBus operators shall be consistent with those found and applied to the general Operator work group under the broader ATU Greyhound CBA.

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. Operator's holiday pay is defined in Missed Earnings.

In order to receive holiday pay, operators must work a full shift, be approved to be off, or be on a scheduled day off on the days specified in Appendix A.

To receive holiday pay for the four holidays covered by special bids, operators must work a full shift, be approved to be off, or be on a scheduled day off on the days specified in Appendix A and the holiday.

To be approved to be off, operators must request the time off in writing and if granted, the approval must be in writing. The request must be submitted 72 hours prior and will be granted or denied at least 48 hours prior to the requested day off.

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

Operators 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 as defined in Missed Earnings. 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.

ARTICLE B-7. <u>MISSED EARNINGS</u> — Missed earnings for regular operators will mean the amount of earnings that a regular operator would have normally earned on a regularly scheduled workday. Operators are not entitled to missed earnings for any scheduled day off.

Missed earnings for all operators selling VPTO or receiving holiday pay will be eight (8) hours pay at the operator's driving rate.

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

ARTICLE B-9. PERSONAL DAYS OFF — An Operator who has completed one year of service with Greyhound/BoltBus as of January 1 of each year will be allowed four paid personal days off in each calendar year. An Operator who has completed four years of service as of January 1 of each year will be allowed five paid personal days off in each calendar year. An Operator who has completed eight years of service as of January 1 of each year will be allowed six paid personal days off in each calendar year. Personal days off will be paid as defined in Missed Earnings.

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 Operator provides the Company with a physician's note upon his/her return-to-work.

The employee will be allowed to accrue all unused personal days. When an employee leaves the Company unused personal days will not be paid.

When transferring to Greyhound, unused personal days will be converted to VPTO days.

ARTICLE B-10. <u>VACATIONS</u>— Vacations are earned and granted in the following manner:

- Operators who complete one year but less than 11 years of continuous employment will be granted two weeks paid vacation.
- Operators who complete 11 years but less than 21 years of continuous employment will be granted three weeks paid vacation.
- Operators who complete 21 or more years of continuous employment will be granted four weeks paid vacation. Operators will be paid as defined in *Missed Earnings*. Each week of vacation for spare board operators includes five days of pay at the holiday rate of pay.

An operator who is off for 30 consecutive days for any reason except an absence due to an on-the-job injury, sick leave, jury duty or vacation will have their vacation reduced by 1/12 for each 30 days of absence.

Operators with less than 21 years of service are allowed to bank one week of vacation each year up to a maximum of 30 days. Operators with 21 or more years of service may bank two weeks of vacation each year up to a maximum of 60 days. 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 vacation days or taking VPTO, Operators will be paid as defined in the *Missed Earnings* provision for each day sold or taken as VPTO.

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 Operators who can take vacations during the same period. Operators will bid on vacation periods in accordance with their seniority. Operators may, in bidding on vacation dates, divide vacation in units of weeks. Operators will bid their vacation at vacation bidding time regardless of their anniversary date. Operators 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. Operators must elect to bank vacation by October 15th of each year for the next calendar year.

In the event of the death of an Operator, his/her beneficiary will receive any vacation benefits due him/her at the time of his/her death. Operators leaving the service of the Company will be paid for all earned and unused vacation days. Earned and unused vacation will be paid as defined in the *Missed Earnings* provision.

To the extent allowed by law, Operators leaving the service of the Company will be charged, and appropriate amounts will be taken out of any moneys due the Operator, 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.

Operators will start their vacations on Monday unless they are on a run where they are away from their home locations on Monday; in which event, they will start their vacation on either the commencement or after completion of their 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.

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

Operators who have Missed Earnings of \$50 or less may request to sell all of their vacation and continue working through their scheduled vacation period.

When transferring to Greyhound, Operators who have been awarded vacation but not used that vacation will be allowed to carry the vacation when moving from BoltBus to Greyhound. Weeks awarded and not used will be scheduled by management and will be paid at the rate of pay in effect at the time the vacation is used.

OPERATORS

ARTICLE O-1. <u>BIDDING/GENERAL BIDS</u> — The Company will conduct a minimum of one general bid for all runs and spare board positions each year. Operators wishing to change locations must submit a letter of intent at least 14 days in advance of the bid. If a qualified Operator does not bid a run, the Company may assign such run to the most junior qualified Operator in that location. Operators bidding regular runs must qualify themselves to work the bid job. Qualified includes, but is not limited to, proper licenses and knowledge of the route bid.

A location bid will be posted listing Operators in seniority order indicating a date and time that the Operator must exercise their bid. Operators failing to bid during the allotted time frame will be passed over and the bid will continue. Operators contacting the company after their allotted time of bidding will have the option of bidding on the remaining available open run assignments. If the Operator does not contact the Company by the close of the bidding process, the Operator will be assigned at the discretion of the Company.

- The Company would agree to meet and confer with a BoltBus run bid committee for general bids consistent
 with the current GLI practices. The Company will pay members of the run bid committee, who attend the
 meetings, missed earnings or, if on an off day, up to 6 hours at the top driving rate. All other expense to be
 paid for by the Union.
- The committee will not exceed 1 committee member from each location.

The Company agrees to establish one-day bids to cover Independence Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. All work must start and end at the operator's home base during the Holiday Bid days to qualify for the bid.

The Company will agree to black-out no more than 10 weeks per year. Those weeks are:

- One week for the following holidays: Memorial Day, Labor Day and Thanksgiving Day
- Two weeks for the following holidays: Easter and Independence Day
- Three weeks during the following holidays: Christmas/New Years holidays

The remaining weeks will have at least one vacation bid spot available per operator location.

ARTICLE O-2. OPERATORS

- (a) <u>Permanent Vacancies</u>. 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. Permanent vacancies occurring between general bids will be posted on Thursday at the location of the vacancy and awarded at 3:00 PM on the Wednesday after the posting to the senior Operator at that location who bids the work. The successful bidder will begin operating the work at its next departure from the home location provided the Operator has secured at least 8 hours rest. Any subsequent run will be posted as a hold-down.
- (b) <u>DISPLACEMENTS</u>. Operators who are unavailable during the duration of a bid as a result of a sick leave, a FMLA qualifying leave (includes sick leave and Workers' Compensation), or military leave will have the right to displace. Operators who are reinstated or are returning to work from one of the authorized leaves listed above will be allowed to displace any junior operator at their home location. The operator who is displaced by the returning operator will be allowed to displace. The Company will have the discretion to create a new job or furlough the least senior operator.

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 or off for other approved cause must displace within 48 hours of their return.

(c) MATERIAL CHANGES. The following are considered material changes:

- 1. Change of location of assignments.
- 2. Change of run destination (excluding garages or destination changes within the same city).
- 3. Change of more than an aggregate of one-hour sign-on or sign-off time in the assignment at the Operator's home location in a three-month period.
- 4. Change of more than one-hour sign-on or sign-off 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 runs are materially changed, Operators have the following options:
- 1. Remain on their run.
- 2. Displace any junior regular Operator at their home location.

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

(d) <u>HOLD-DOWNS</u> — This paragraph and all other language relating to hold-downs will only apply to those locations where full-time spare board positions exist. Hold-downs consist of temporary vacancies due to vacations and other leaves. Hold-downs will be available to full-time spare board operators at the location of the temporary vacancy. Temporary vacancies will be available for bid as hold-downs only when there are four or more known working days included in the hold-down period.

Hold-downs will be posted each week on Monday and awarded at 3:00 PM on the following Sunday to senior Operator at that location who bids the hold-down. The successful bidder will begin the hold-down at the run's next departure from the home location provided the Operator has secured at least 8 hours rest.

If a hold-down is not bid, it may be assigned to the junior full-time spare board Operator or may, at the Company's discretion, be assigned day to day.

- (e) <u>RUN CHANGE</u>. Operators changing runs as a result of a general bid or being awarded an individual permanent vacancy, a hold-down, or a displacement will not have a claim to any guarantee for wages lost or overtime as a result of their bid. Operators bidding runs, whether for permanent or temporary vacancy or displacing must qualify themselves to work the job. Qualified includes, but is not limited to, proper licenses and knowledge of the route bid.
- (f) <u>BOLTBUS SPARE BOARDS</u>. The Company reserves the right to establish, maintain, alter, eliminate, or change BoltBus spare boards at locations where the necessity of the service requires. Seniority choice will determine the Operators who are assigned to the boards.

If the board is depleted or if business plans indicate a potential Operator shortage, Operators who are qualified and available, and who would not miss their regular run, will be offered the assignment in seniority order. If no regular Operators are qualified or accept the assignment, the junior regular Operator who is qualified and available and who would not miss his/her regular run to work extra will be required to do the work. If all regular Operators would miss their regular runs as a result of working extra, the junior regular Operator will be required to do the work.

(g) <u>ASSIGNMENTS</u>. All known assignments will be made at Noon or as soon after as practical the day before departure. Assignments that develop after the Noon call time will be assigned to the first-up spare board operator on duty at the scheduled departure time with DOT hours available to complete the assignment.

Spare board operators for the following day will be called in seniority order for the bidding of open work. If the Operator is unavailable, the Operator will have 15 minutes from the time of the call to contact the company to bid an assignment. If the Operator does not contact the company within the 15 minute allotted time frame, the Operator will be passed over and the bid will continue. Operators calling in after the allotted 15 minute time frame will have the option of bidding on the remaining available open work assignments. If the Operator does not contact the company and the bidding is completed, the Operator may be assigned or may be placed off duty for the day at the Company's discretion.

Assignments in each location will be made by calling Operators on the extraboard in seniority order and offering the choice of assignment. If the *BoltBus* spare board is depleted, remaining assignments will be offered as follows:

- 1. In seniority order to Operators who will be on an off day and have signed the volunteer list.
- 2. In seniority order to Operators who will be on an off day and have not signed the volunteer list.
- 3. In seniority order to Operators on vacation.
- 4. In seniority order to part-time Operators.
- 5. If assignment(s) remain, the junior Operator(s) at the location will be required to work.
- (h) <u>DELAY AND CANCELLATION</u>. When the Company cancels service for any reason, regular Operators will be paid for the day's work unless the Company attempts to notify the Operator two hours in advance of sign-on time of the cancelled run.

BoltBus spare board operators called into work that receive an assignment that was later canceled after their arrival, will receive a five-hour minimum guarantee at the scheduled driving rate if they do not work during the day of their

canceled assignment.

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 at the run's customer drop/pick up location. However, late arrival pay will not be due on any subsequent schedules when created by any previous late arrival.

(i) OPERATORS OUT OF HOURS. Regular operators (including operators on hold-downs) who have insufficient hours on their DOT 70 hour maximum, will be guaranteed their regular earnings for the work missed if the excessive hours incurred were not in control of the operator. This will not apply to drivers who have insufficient hours due to changing runs during the run bid change week or drivers who accept request charters.

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.

(j) <u>LACK OF HOTEL ROOM</u>. 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 contact the manager at the operator's home location immediately. Operators will be paid guarantee for one day and must position themselves to pull as much of their run as possible.

ARTICLE O-3. CHARTERS

- (a) <u>CHARTER LIST.</u> There will be a charter list for all charters at each location. All BoltBus spare board 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. Once on the list, Operators may make one status change every 30 days.
- (b) <u>NOTICE OF ASSIGNMENT.</u> Charters will be assigned to the senior BoltBus spare board operator that is on the charter list bidding the charter assignment.

All charters will be operated by BoltBus spare board operators from the nearest BoltBus spare board, 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.

Upon request by a Union Vice President, the Company will provide a copy of the correspondence pertaining to the request of specific Operator(s) on a charter to that Union Vice President the next business day.

(c) <u>CHARTER PAY.</u> 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.

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, unless requested; in which case, there is no guarantee.

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

(d) <u>CHARTER SALES INCENTIVE</u>. The Company will pay a six percent commission to Operators 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. MANNING 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 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. Nothing in this Agreement limits the right of the Company, subject to DOT limitations, to determine the daily time and distance to be driven by a 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-5. MEAL ALLOWANCE

Meal allowance will be paid when an operator is temporarily assigned to a non-home location for a period of more than 24 hours and on multi-day away from home charters of 36 hours or more.

Meal allowance will be paid in in the amount of \$30.00 for each 24-hour period.

ARTICLE O-6. 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 sign on time. Operators booked off sick 15 or more days must book on through their immediate supervisor.

ARTICLE O-7. 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 their driving rate for actual training hours. The Company will endeavor to post upcoming training dates at the earliest opportunity.

ARTICLE O-8. 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 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-9. <u>UNIFORM ALLOWANCE</u> — Newly hired full-time Operators will be provided 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 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 of their uniforms.

ARTICLE O-10. REGULAR LAYOVER ROOM — The Company will endeavor to locate wherever possible facilities for operators at layover points where operators do not secure their rest.

ARTICLE O-11. REGULAR OPERATORS WORKING EXTRA — Operators will receive overtime when working their days(s) off and when performing additional work assignments before or after their regular scheduled work assignment for the day.

Regular Operators used under this provision who receive a one way assignment may be given priority over the BoltBus spare board operators at the away-from-home location for an assignment back to their home location or cushioned home.

The Company will establish a sign-up list for Operators who wish to work on their days off. Sign up will be date specific. Operators will be assigned as defined in Article O-2.

On those holidays where the Company establishes one-day bids, overtime will be applied as if the job or day off awarded is the "regular scheduled assignment for the day." This means that if you are awarded the holiday as a day off and you are subsequently called to work on that day, you will eligible for overtime.

This article is not applicable to assignments covered under Article O-2(h) Operators Delay and Cancellation.

ARTICLE O-12. REGULAR OPERATORS - EXTRA PAY FOR WORK OFF REGULAR ASSIGNMENT -

Regular operators who, on a regular work day, are assigned work other than their regular run, will be paid a one-time payment of \$35, unless they are assigned to a run that causes the operator to begin their day more than 90 minutes early or end their day more than 90 minutes late, in which case they will be paid at the overtime rate.

In either case, the driver will receive guarantee pay of a) the regular run or b) the new assignment, whichever is greater. If the \$35 payment applies, that payment will be in addition to the guarantee pay.

This article is not applicable to assignments covered under Article O-2(h) Operators Delay and Cancellation.

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. OPERATORS — Operators will be paid a trip rate plus garage and loading pay. Trip pay will be the total trip time as reflected in the scheduled driving time in effect when the trip is made minus scheduled stops of 30 minutes or more multiplied by the scheduled driving rate.

Operators must report for duty at their sign-on time to pre-trip and check their assigned bus, load passengers, and complete other assigned duties. Operators must be ready to depart on schedule and complete post-trip duties. Operators must sweep/pick up trash on their bus between schedules during their work day. Schedule pay covers pre-trip, en route, and post-trip duties without additional pay unless otherwise indicated in this addendum.

Garage pay time will be determined for each location. Loading time will be 15 minutes for all departing schedules and will be paid only at the beginning of a schedule.

The following rates of pay will apply to all Operators working under this Addendum when calculating trip pay.

Wage Scale		03/05/2015	04/01/2016	04/01/2017	04/01/2018	04/01/2019
0 – 365 days – Year One	86%	\$ 20.38	\$ 20.81	\$ 21.16	\$ 21.41	\$ 21.72
366 – 730 days – Year Two	89%	\$ 21.09	\$ 21.54	\$ 21.89	\$ 22.16	\$ 22.47
731 – 1095 days – Year Three	92%	\$ 21.80	\$ 22.26	\$ 22.63	\$ 22.91	\$ 23.23
1096 – 1460 days – Year Four	95%	\$ 22.52	\$ 22.99	\$ 23.37	\$ 23.66	\$ 23.99
1461+ days		\$ 23.70	\$ 24.20	\$ 24.60	\$ 24.90	\$ 25.25

Other Pay	03/05/2015	04/01/2016	04/01/2017	04/01/2018	04/01/2019	
Garage / Loading / DHOC	\$ 13.25	\$ 13.25	\$ 13.25	\$ 13.50	\$ 13.75	
Layover	\$ 12.00	\$ 13.00	\$ 13.25	\$ 13.50	\$ 13.75	
Deadheads	100% of the operator's driving rate					
Charters	70% of the operator's driving rate					
Spare Minimum Day	Operators assigned Spare will be paid guarantee for 6 hours at the Operator's driving					
	rate.					

Operators on regular turnaround runs will receive layover pay for all time commencing 60 minutes after their scheduled arrival time at their normal away—from-home location until their scheduled departure time less the 15 minutes loading pay or any other payment during the layover period. A turnaround run is a run that returns an Operator to his/her home terminal prior to securing his/her rest.

There will be no duplication of pay.

Operators will receive a commission of \$2.00 for each non-ticketed passenger processed by the operator.

The duties to be performed while working a Spare assignment will include tasks related to business operations and will not include janitorial, mechanical, personal errands or other favors not business related. Duties will include but not be limited to: errands for operations, shuttling of operators, moving of buses, etc.

ARTICLE W-4. 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 120 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.

DURATION OF AGREEMENT

This Agreement will be in effect from March 5, 2015, until and including March 31, 2020, and remains in effect from year to year thereafter unless changed or terminated as herein provided.

Either party desiring to make any changes or modifications in this Agreement to become effective at the end of its initial term or any annual extension, or desiring to terminate the Agreement at its expiration, will notify the other party in writing of its desire to negotiate modifications or to terminate the Agreement at least 60 days prior to the expiration of the initial term or any extension. In the event that any change or modification so requested by either party is not mutually agreed upon prior to the expiration date of the Agreement (or any extension), the Agreement will terminate at such expiration date unless the parties agree to extend it by mutual agreement.

	In Witness whereof, the parties have set their hands by their respective duly authorized representatives, this	day
of_		

Greyhound Lines, Inc.

David Leach President and CEO

Amalgamated Transit Union Local 1700

Jimmie McCoy

President and Business Agent

APPENDIX A – OPERATORS HOLIDAY SCHEDULE

Year	Но	liday	Required Attendance Dates
2015	Friday April 3	Friday before Easter	Friday April 3, Saturday April 4, Sunday April 5
	Monday May 25	Memorial Day	Friday May 22, Sunday May 24, Monday May 25
	Saturday July 4	Independence Day	Thursday July 2, Friday July 3, Sunday July 5
	Monday Sept 7	Labor Day	Friday Sept 4, Sunday Sept 6, Monday Sept 7
	Thursday Nov 26	Thanksgiving	Tuesday Nov 24, Wednesday Nov 25, Sunday Nov 29
	Friday Dec 25	Christmas	Tuesday Dec 22, Wednesday Dec 23, Thursday Dec 24
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2016	Friday Jan 1	New Year's Day	Saturday Jan 2, Sunday Jan 3, Monday Jan 4
	Monday Jan 18	MLK Day	Friday Jan 15, Sunday Jan 17, Monday Jan 18
	Friday March 25	Friday before Easter	Friday March 25, Saturday March 26, Sunday March 27
	Monday May 30	Memorial Day	Friday May 27, Sunday May 29, Monday May 30
	Monday July 4	Independence Day	Thursday June 30, Friday July 1, Saturday July 2
	Monday Sept 5	Labor Day	Friday Sept 2, Sunday Sept 4, Monday Sept 5
	Thursday Nov 24	Thanksgiving	Tuesday Nov 22, Wednesday Nov 23, Sunday Nov 27
	Sunday Dec 25	Christmas	Thursday Dec 22, Friday Dec 23, Saturday Dec 24
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2017	Sunday Jan 1	New Year's Day	Friday Dec 30, Monday Jan 2, Tuesday Jan 3
	Monday Jan 16	MLK Day	Friday Jan 13, Sunday Jan 15, Monday Jan 16
	Friday April 14	Friday before Easter	Thursday April 13, Friday April 14, Saturday April 15
	Monday May 29	Memorial Day	Friday May 26, Sunday May 28, Monday May 29
	Tuesday July 4	Independence Day	Friday June 29, Saturday June 30, Sunday July 1
	Monday Sept 4	Labor Day	Friday Sept 1, Sunday Sept 3, Monday Sept 4
	Thursday Nov 23	Thanksgiving	Tuesday Nov 21, Wednesday Nov 22, Sunday Nov 26
	Monday Dec 25	Christmas	Thursday Dec 21, Friday Dec 22, Saturday Dec 23
2018	Monday Jan 1	New Year's Day	Monday Jan 1, Tuesday Jan 2, Wednesday, Jan 3
	Monday Jan 15	MLK Day	Friday Jan 12, Sunday Jan 14, Monday Jan 15
	Friday Mar 30	Friday before Easter	Thursday Mar 29, Friday Mar 30, Saturday Mar 31
	Monday May 28	Memorial Day	Friday May 25, Sunday May 27, Monday May 28
	Wednesday July 4	Independence Day	Sunday July 1, Monday July 2, Tuesday July 3
	Monday Sept 3	Labor Day	Friday Aug 31, Sunday Sept 2, Monday Sept 3
	Thursday Nov 22	Thanksgiving	Tuesday Nov 20, Wednesday Nov 21, Sun Nov 25
	Tuesday Dec 25	Christmas	Friday Dec 21, Saturday Dec 22, Sunday Dec 23
2019	Tuesday Jan 1	New Year's Day	Sunday Dec 30, Wednesday Jan 2, Saturday Jan 5
	Monday Jan 21	MLK Day	Friday Jan 18, Sunday Jan 20, Monday Jan 21
	Friday Mar 29	Good Friday	Thursday Mar 28, Friday Mar 29, Sunday Mar 31
	Monday May 27	Memorial Day	Friday May 24, Saturday May 25, Monday May 27
	Thursday July 4	Independence Day	Tuesday July 2, Wednesday July 3, Sunday July 7
	Monday Sept 2	Labor Day	Friday Aug 30, Sunday Sept 1, Monday Sept 2
	Thursday Nov 21	Thanksgiving	Tuesday Nov 19, Wednesday Nov 20, Sunday Nov 24
	Wednesday Dec 25	Christmas	Saturday Dec 21, Sunday Dec 22, Monday Dec 23
2020	Wednesday Jan 1	New Year's Day	Sunday Dog 20. Thursday log 2. Friday log 2
2020	Monday Jan 20	MLK Day	Sunday Dec 29, Thursday Jan 2, Friday Jan 3
	Widhuay Jan 20	IVILIN Day	Friday Jan 17, Sunday Jan 19, Monday Jan 20