

**TERMINAL CONTRACT**

**CLEVELAND, OHIO**

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**GREYHOUND LINES, INC.**

**AND**

**AMLGAMATED TRANSIT UNION, LOCAL 1700**

**AFL-CIO, CLC.**

**Expires: 12:01 A.M. on September 1, 2022**

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## AGREEMENT

This Agreement made and entered into by and between Greyhound Lines, Inc., hereinafter called the "Company" and A.T.U. Local Union 1700, hereinafter called the "Union," representing the customer service employees of Cleveland, Ohio.

### WITNESSETH

WHEREAS, the parties hereto have reached an agreement as a result of collective bargaining. This Agreement will determine the terms and conditions of employment to prevail and to be observed during the period of the agreement.

The parties to this Agreement recognize that Greyhound is a service company and that providing quality customer service becomes essential and remains the paramount consideration to the success of the Company and its employees.

All references to "employee(s)" will mean full-time employee(s), unless identified to the contrary.

All references to "days" will mean calendar days unless otherwise stated.

#### **Article 1. UNION RECOGNITION**

- (a) The Company hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining of all full-time and part-time customer service associates in the areas of baggage, ticketing, GPX, tracing, janitor, and lead but excluding guards, confidential secretaries, and supervisors, as defined in the Act and all other employees whose work is confidential in nature shall not be included in the unit.
- (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, assessments, voluntary contributions, and initiation fees 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 make every effort to promptly remit to the Union said dues and other amounts together with a list of the names of the employees for whom the deductions were made no later than the pay day on which the deductions were 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 Union will provide sealed packets to be distributed. The Company will immediately send to the Union the names and contact information of all new employees.

**Article 3. SUCCESSOR**

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

**Article 4. NO DISCRIMINATION**

The Company agrees that neither it nor any of its officers, managers, foremen, 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 any other characteristic prohibited by law; nor will the Company or any of its officers, foremen, or supervisors and managers discriminate against any employee or group of employees for presenting any complaint, dispute or grievance to the Union.

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 5. NO STRIKE, NO LOCKOUT**

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 the Agreement during the period hereof or because of any grievance or alleged grievance. Any employee violating this Article may be subject to discipline.

It will not be a violation of the Agreement and it will not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including the primary picket line at any of the Company's places of business.

**Article 6. RIGHTS OF MANAGEMENT**

The management of the Company and the direction of the work force, including the right to hire, 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 provision of this Agreement.

The Company maintains the right to make and enforce work rules as long as such rules are not arbitrary or capricious.

**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 Bargaining Unit, 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 treat each other with dignity and respect at all times.

**Article 8. SENIORITY**

- (a) Seniority is defined as the length of continuous full-time service with Greyhound Lines, Inc. at this facility.
- (b) 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. Probationary employees may be disciplined or discharged at the Company's discretion for any reason and will not have recourse to the grievance and arbitration procedures.

- (c) 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), they will be allowed to use their seniority to displace into the classification they previously held.
- (d) A new part-time employee will be considered as a probationary employee until they have completed 300 paid hours of employment. Should a part-time employee become full-time, full-time seniority will commence on the day they begin full-time work. 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.
- (e) If any employee quits, is discharged, is on layoff in excess of one year, fails to report for work upon termination of a leave of absence, or within seven days of the Company mailing of a recall notice by certified mail, without an adequate reason in the opinion of the Company, 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 currently informed as to the address and telephone number at which he/she can be reached at any time.
- (f) It is understood that seniority will be terminal wide.
- (g) The Company will keep posted in a conspicuous place the lists of employees showing the seniority date of each. Any protests to the seniority date will be within 30 calendar days of the initial placement on the roster. New employees will be ranked according to date and time of work first performed in the unit. In the event two or more employees start on the same day at the same time, they will be ranked using their birthdays (using month and date, but ignoring year). In the event of ties involving common birthdays, they will be ranked alphabetically.
- (h) The Company will have the unrestricted power of appointment of supervisory personnel and lead persons.
- (i) Layoffs, recalls, and bid awards will be based on seniority. However, in the event the senior bidder on a position does not have the ability and/or necessary qualifications, the next senior bidder will be awarded the position.
- (j) When a layoff 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 applicable employee furloughed in his/her place.
- (k) Furloughed employees, when called back to work, shall be re-employed in the terminal in order of their seniority and in accordance with seniority provisions set forth herein.
- (l) The Company will give all regular full-time employees five working days' notice of layoff for lack of work, or pay in lieu thereof except in an emergency situation. An emergency situation is an unforeseen event which requires immediate action.

If an employee is on layoff status for more than one year, his/her name will be removed from the full-time seniority list.

- (m) Full-time seniority dates are used for purposes of the seniority provisions, bidding rights, vacation bidding, and furloughs.
- (n) Upon request the Company will forward to the Union Regional Vice President a list of all employees showing seniority dates, job classification and rates of pay. In addition, the Company will provide the paid hours for Part Time employees for the quarter and for the year-to-date.

**Article 9. JOB BIDDING (FULL-TIME EMPLOYEES)**

- (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 hour per week which is not established solely for summer or seasonal business. Such posting will be within five days of the vacancy.
- (b) The Company will assign shift coverage during vacation to either a qualified, available full-time employee or part-time employee. However, the company shall put up for bid all vacation relief, sick leave and LOA that are expected to be in excess of 5 working days provided it has had 5 days prior notice. 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.
- (c) When new jobs become available or existing jobs are vacated, bids for the job must be made within five calendar days after the day the job is posted. If the employee has the ability and necessary qualifications to efficiently perform the work of the particular job, he/she will be given a trial period of up to 15 days to demonstrate such ability and qualifications. In order for an employee to bid a job, the employee must have completed available training in that area. Additional training will be made available to employees who wish to prepare for different jobs. This training will generally be done during down time/ off peak hours.

The job vacated by an employee who received the job opening will be filled in the same manner as described above, unless such job is eliminated by the Company.

- (d) An employee who through a bid was awarded a job cannot be bumped by another employee at any time except by a senior employee whose job is abolished or has been displaced from his/her job and is capable of performing efficiently and fulfilling adequately the job requirements, or by general bid.
- (e) Any employee placed on a job which was duly posted and which was not bid within the five calendar days will have this job as his/her own as if he/she had bid it.
- (f) During the bidding period, the Company will fill the job in the most efficient manner.

- (g) Whenever an employee who loses his/her full-time job, such employee must exercise his/her seniority on another job within three calendar days from the time he/she loses his/her original full-time job.
- (h) There shall be two general bids per year for full-time employees. One will be held in conjunction with the vacation bid and will be effective with the first pay period beginning after January 1. The second will be held in May to be effective with the first pay period beginning after June 1.

The general bid will be in separate categories.

Employees will bid for the jobs posted by the Company.

**Article 10. 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 will be at the discretion of the Company. Part-Time employees called to work will be paid 2 hours minimum pay.

**Article 11. WAGES AND HOURS OF WORK**

- (a) The hourly base wage rates for full-time and part-time employees will be as follows:

The following wage progression rate shall apply effective September 1, 2019.

Months of Service	Ticket Agent GPX Plan - GPX Sales Assoc	Baggage/GPX	Janitor
0	11.00	10.50	10.00
12	11.50	11.00	10.30
24	12.50	12.00	10.90
36	13.50	13.00	11.50

On September 1, 2019, September 1, 2020 and September 1, 2021, employees who have completed one year of service and do not receive an increase in their base rate at that time or have not received an increase during the previous 12 months, will receive a payout equal to 3% of their previous year earnings.

- (b) The hourly rate of probationary employees will be at the discretion of the Company, but will not exceed the "after probationary" rate of pay.
- (c) The Company may appoint lead persons. These positions will not have the authority to hire, fire, or discipline. Employees appointed as lead persons will receive an additional \$1.00 per hour over the amount due under the wage scale shown in (a) above.



- (d) No employee will take a cut in their base rate of pay as a result of ratification of this contract.
- (e) For all hours worked in excess of 40 per week, an employee will be paid at time and one-half.
- (f) The Company will have the unilateral right during the term of this agreement to increase wages in the above scale 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 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.
- (g) For pay progression only, if a part-time employee goes to full-time status, his/her part-time seniority date will be used to determine rate of pay.

**Article 12. TRANSFER RATES**

Employees may be assigned to other than bid duties. Employees temporarily moving from a lower pay rate job to a higher pay rate job will receive the pay of the higher rate job if such move is in excess of two hours on each shift. Employees temporarily moving from a higher rate job to a lower rate job will receive the pay of the higher rate job.

**Article 13. TRAINING**

Training will be made available to all full-time employees. Such employees will be paid their regular hourly rate while attending the training programs, which will include an opportunity for "hands on" experience. Such training may be during their regular shifts. 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, the part-time employee will be given the opportunity to, at his/her option, attend Company training programs. A part-time employee who voluntarily attends such training will not be paid while at such training. Training to change positions is considered voluntary training.

All training required by management will be paid.

**Article 14. WORK WEEK**

The regular work week for full-time employees will consist of a minimum of 32 hours but not exceed 40 regular hours worked per week. The normal full-time work day shall be eight hours per day, excluding lunch periods, four or five days per week with two consecutive days off or 10 hours per day, excluding lunch periods, four days per week with three consecutive days off, with management having the right to establish work shifts. The payroll week will begin at 12:01 a.m. on Sunday and end at 12 midnight the following Saturday. The Company will determine the pay day, which will be bi-weekly.

**Article 15. 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	Independence Day
Christmas Day	Labor Day
New Years Day	Friday before Easter

(b) If an employee works less than seven hours on the holiday, when scheduled to work, he/she will only be paid holiday pay for the number of hours worked. If the employee works seven hours or more, they will receive eight hours of holiday pay. 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.

**Qualifications for Holidays:**

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:

- (1) An employee must work his/her last full scheduled work shift before the holiday and his/her first full scheduled work shift after the holiday.
- (2) 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 week in which the holiday occurs, the employee will be paid straight time for the holiday, provided the employee performed work within 30 calendar days prior to the holiday.
- (3) In the event that a holiday occurs during a vacation week, the employee will receive his/her holiday pay in addition to his/her vacation.

A part-time employee will receive time and one-half for any work performed on the holidays designated. In order to receive the above, the employee must work their entire designated shift on their work day immediately prior to and after the holiday.

**Article 16. PERSONAL DAYS**

A full-time employee who has completed one year of service as of January 1 of each year, according to the seniority roster will be allowed four personal days with pay for the calendar year.

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 granting of such request will be at the discretion of the Company. Personal days may be used as sick days provided an employee has a physicians note upon return-to-work. Personal days are "use or lose" and may not be rolled over into the next year.

**Article 17. MEAL AND REST PERIODS**

There will be a lunch period of up to one hour. The lunch period will be shown on the bid. There will be two 15 minute paid breaks per full shift, with the first break between the 2<sup>nd</sup> and 3<sup>rd</sup> hour, when possible and the second break between the 6<sup>th</sup> and 7<sup>th</sup> hour, when possible. Shifts of 4 hours but less than 7 hours will have one 15 minute paid break. Shifts of 7 or more hours will have two 15 minute paid breaks.

**Article 18. PERSONAL LEAVE OF ABSENCE**

Upon written request an employee may be granted a leave of absence, without pay, for personal reasons for a period not to exceed 30 calendar days. Such personal leaves may be extended by the Company, upon written request by the employee, for an additional 30 calendar day period. However, an employee on a personal leave of absence for more than 30 calendar days will not be eligible for any benefits under this Agreement until such time as the employee returns to active employment. Employees on a 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.

The company agrees to adhere to the Family and Medical Leave Act.

**Article 19. MATERNITY LEAVE**

It is understood that maternity leave shall be granted with no loss of seniority for such period of time as the doctor shall determine that she is physically unable to return to her normal duties and that maternity leave must comply with applicable federal and state laws.

**Article 20. 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, 2001, would earn his/her 2007 vacation from June 20, 2006 to June 19, 2007, and could bid it to be taken between January 1, 2007, and December 31, 2007.
- (b) No vacation is due until a full-time employee completes one year of service.
- (c) If a full-time employee takes his/her vacation prior to earning it, and leaves the service of the Company, overpayment will be taken from their last pay check.
- (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 if absence is due to an on-the-job injury, jury duty or vacation will have his/her vacation reduced by 1/12 for each 30 days of absence.
- (f) The Company will designate the weeks available for bidding.
- (g) Full-time employees who complete one year of full-time service will be entitled to 1 week vacation.
- (h) Full-time employees who have completed two years of full-time service will be entitled to two weeks vacation.
- (i) Full-time employees who have completed 10 years or more of full-time service will be entitled to three weeks vacation.
- (j) Full-time employees who have completed 20 years or more of full-time service will be entitled to four weeks vacation.
- (k) Any full-time employee who has resigned, quit or been discharged will receive vacation due up to the date of termination, pro-rata, provided they have completed one year of service.

**Article 21. 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 twelve 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. 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 resigns or is discharged, the Company will pay all money due to the employee on the pay day following such resignation or discharge.
- (e) Employees handling money shall 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 22. GRIEVANCE AND ARBITRATION**

In the event of a complaint or grievance arising under the terms of this agreement, the union steward may discuss the matter with a supervisor and every reasonable effort will be made to reach a satisfactory non precedent setting solution. However, this will not bar the affected employee's right to initially endeavor to adjust the matter with his/her supervisor as long as the adjustment does not violate any provision of this agreement.

**Filing of Grievances**

**Step One.**

- (a) Grievances must be filed by the Union with the designated supervisor (s) within 15 days after the occurrence of the event complained of (grievance must be in writing).
- (b) The Company supervisor will answer such grievance in writing within 15 days of receipt of the grievance. The 15 days may be extended by mutual agreement.

**Step Two.**

- (a) If the answer in Step One is not satisfactory to the Union, the Union may appeal the matter to the regional manager or designee. Such appeal must be made in writing within 15 days of receipt of the Step One response. The 15 days may be extended by mutual agreement.
- (b) The regional manager or designee will respond in writing within 15 days of receipt. The time limits may be extended by mutual agreement of the parties.

### **Arbitration**

In the event a grievance is not resolved at Step Two, the grievance may be referred in writing to arbitration by the union president or his designee within 45 days after the Union's next regularly scheduled executive board meeting not to exceed 135 days from the date the Step 2 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. It is clearly understood that 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 23. BULLETIN BOARDS**

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

Copies of Company bulletins relating to policy changes for employees covered by this Agreement will be promptly furnished to the Regional Vice President and the terminal Shop Steward of the Union.

### **Article 24. WELFARE PROVISIONS**

The Company will make available medical coverage to full-time employees under the Hourly Plan. Such coverage will be determined by the Company as well as the employee premiums.

**Article 25. 401 (K)**

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 26. VALIDITY**

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

**Article 27. INSPECTION PRIVILEGE**

It is agreed that 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 business agent or their representatives 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 28. 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 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.

**Article 29. STEWARDS**

The Union will have the right to appoint stewards from among the employees at the place or places of business of the Company. The Company will not be required to assume any expenses in relation to such activities.

Such services will not unduly interfere with the regular duties of the stewards as employees of the Company.

Union officials will be granted time off to attend to union business provided such time off does not unreasonably interfere with the Company operations.

**Article 30. SUPERVISORS**

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 and assisting customers
- when sufficient bargaining unit employees are not available
- to cover for breaks when qualified leads are not available

GPX will be allowed to have one (1) shift scheduled daily five (5) day shift in GPX covered by a supervisor until such time that there is adequate business to support additional staffing.

In the case of calls-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 (2) hours. The Company will attempt to reach a minimum of three (3) employees. 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. The Company will maintain a call log for inspection if requested by the Union Regional Vice President or Chief Shop Steward.

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

**Article 31. 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 terminal and appoint a commission agent. If this is done, the agent will be advised of this agreement.

**Article 32. BUS PASSES**

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

**Article 33. JURY DUTY**

Full-time employees will receive and be paid the difference between their normal earnings and the fee paid them for performing such jury duty. 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 34. FUNERAL LEAVE**

Full-time employees will receive up to three (3) days paid leave per occurrence to actually attend the funeral/memorial service of a parent, spouse, child or sibling, or grand parents. Pay will be only for scheduled time missed. The Company reserves the right to request written proof.

A full-time employee will receive one day paid leave per occurrence to attend the funeral of brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle or cousin. Pay will be only for scheduled time missed. The Company reserves the right to request written proof.

**Article 35. GENERAL CLAUSES**

- (a) The Company will furnish work uniforms and rain gear or other equipment to each employee when needed (employee maintain). The employee must wear such uniform while on duty.
- (b) Any employee working overtime will not be given time off to offset the overtime work.
- (c) Part-time employees are not entitled to any benefits under this Agreement unless specifically spelled out.
- (d) An employee accepting a non-union position will retain, but not accumulate seniority for six months.
- (e) In the event of furlough, a full-time employee may advise the Company in writing, if he/she wishes to be placed on the part-time list and his/her full-time seniority will be used for

positioning on the part-time seniority list and for all other purposes except recall, he/she will be considered as a part-time employee. He/She will continue to retain full-time seniority for one year or until recalled.

- (e) In the event it is necessary to hire a full-time employee, the Company will chose from the ranks of part-time employees who apply, provided they are qualified and have completed the training for the primary job responsibilities of the open job.
- (f) 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.
- (j) 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.

### TERMS OF AGREEMENT

This Agreement will become effective on, September 1, 2019 and continue in full force and effect up to and including midnight August 31, 2022 and from year to year thereafter, unless either party gives written notice at least 60 days prior to the expiration date, of its intention to have the same changed or terminated. Such notice must be by certified mail, return receipt requested.

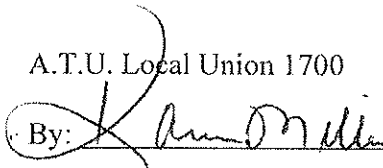
In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Greyhound Lines, Inc.

By:  Date: 1/2/20

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

A.T.U. Local Union 1700

By:  Date: Nov. 5, 2019

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

ATTACHMENT "A"

DRUG/ALCOHOL/OTHER INTOXICANT POLICY - TERMINAL 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

## **ATTACHMENT "A"**

**Page 2 of 2**

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.