

PREAMBLE

Entered into by and between Greyhound Canada Transportation ULC., their successors and assigns, hereinafter called the "Company", and the Amalgamated Transit Union, AFL-CIO, Local Union 1415, hereinafter called the "Union".

GENERAL CLAUSES

G-1 RECOGNITION

- G-1.1 The Company recognizes the Union as the duly designated, sole, and exclusive collective bargaining representative for all employees in the occupations as set forth in the wage provisions hereof or any substantially similar occupations if the same are created in the groups and departments hereinafter referred to.
- G-1.2 This agreement does not apply to supervisory employees with the power to discipline, hire or terminate or with the right to effectively recommend discipline, hiring or termination.
- G-1.3 The Company agrees to meet and treat with the duly accredited officers and committees of the Union on all questions relating to hours, wages, and working conditions, and agrees to deal with it as hereinafter provided.
- G-1.4 **Union Security**

All employees within the terms of this Agreement must become and remain members of the Union not later than the thirtieth (30th) day following their date of employment as a condition precedent to their continued employment with the Company insofar as such employment condition is not in conflict with any laws or regulations as provided in G-2.1 herein.

G-2 CONTRAVENTION OF LAWS

- G-2.1 It is understood and agreed that the provisions of this Agreement shall be subordinate to any present or subsequent, provincial, federal, state or municipal law or regulation to the extent that any portion hereof is in conflict therewith, and nothing herein shall require the Company to do anything inconsistent with the charters, franchises, indeterminate permits, certificates of convenience and necessity or laws under which it may from time to time operate or exist, nor anything inconsistent with the orders or regulations of any competent governmental authority having jurisdiction to issue the same.

G-3 MANAGEMENT

G-3.1 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 operation of its business, including the determination of the type, kind, make and size of equipment used by it and when, how and where such equipment shall be used, the prescribing of all rules, instructions and regulations necessary for the safe, proper and sound conduct of its business, the number of employees employed by it and their qualifications and other pertinent and related matters. However, in all such cases, the Company will consider the convenience and comfort of its employees and will give due consideration to such suggestions and criticisms as shall be presented by them or the Union. Such issues may be addressed at labour/management meetings.

G-3.2 **Annual Improvement Factor**

The annual improvement factor provided for herein recognizes that a continued improvement in the standard of living for employees depends upon technological progress, better tools, equipment, methods, processes and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. It recognizes the need and obligation for a continuing work force. Finally, it recognizes the need for adequate earnings for the Company.

G-3.3 **Supervision**

Every employee shall obey the directives of a supervisor so that the service shall not be held up in any way as long as such order is not in conflict with any law, health and/or safety regulation or where the employee believes that his/her health or safety may be placed in jeopardy.

G-3.4 **Employee - Employer Practices**

All existing rules, regulations past and present practices, relating to the operation and conduct of the Company's business, not in conflict with the provisions of this Agreement, shall remain in effect until superseded or changed by subsequent rules, regulations, or practices adopted by the Company not in conflict with this Agreement.

G-4 GRIEVANCE PROCEDURE

All differences, disputes, suspensions, discipline cases and discharge cases, hereinafter collectively referred to as "Grievances" between the parties arising out of or by virtue of the Collective Agreement, shall be disposed of as hereinafter provided in this Article.

In each instance where time limits are provided in the grievance and arbitration procedures, an additional fourteen (14) days will be granted if requested in writing. An extension in excess of fourteen (14) days will require mutual agreement.

If either party fails to meet the time limits specified in this Article, they will forfeit the case; it being understood such forfeiture does not decide the merits or establish a precedent.

UNION OR EMPLOYEE AGGRIEVED

G-4.1 **Grievances - First (1st) Step**

The grievances will be presented in writing by the employee or the Union within twenty one (21) days to the employee's immediate supervisor or to a representative designated by the Company.

G-4.2 Grievances - Second (2nd) Step

In the event the grievance is not satisfactorily disposed of within twenty one (21) days, the grievance will be presented in writing, by the employee or the proper representative of the Union, within the next twenty one (21) days, to the appropriate Manager or to a representative designated by the Company.

G-4.3 Grievances - Third (3rd) Step

In the event the grievance has not been settled by the appropriate Manager within twenty one (21) days from the date it is submitted to him, the grievance may be submitted by the Union within the next twenty one (21) days to the appropriate Vice President, or to a representative designated by the Company. In cases of discipline involving suspension of fourteen (14) days or more, or termination, the Union may by-pass the first two (2) steps of the grievance procedure and proceed directly to the Vice President's level, or his/her designate.

In the event the grievance has not been satisfactorily resolved at step 3, the parties may upon mutual agreement refer the grievance either to Federal Mediation or a mutually agreed to Mediator, for consideration.

G-4.4 Grievances - Fourth (4th) Step

In the event the grievance has not been satisfactorily adjusted within twenty one (21) days from the date of submission to the appropriate Vice President, or his/her representative, the matter may, on the application of either party, within twenty one (21) days, be submitted for final determination to a single arbitrator. The arbitrator selection process will commence within 14 days.

Subject to mutual agreement between the Company and the Union, arbitration proceedings, as herein provided, may be carried out using a board of arbitration.

One (1) arbitrator to be chosen by the Company and one (1) by the Union. The two (2) arbitrators so appointed shall meet in an effort to adjust the grievance. If unsuccessful, they must select a third (3rd) arbitrator within a period of fourteen (14) days from the date of the second (2nd) arbitrator's appointment and the third (3rd) member shall act as chairman of the board. If it is not possible to select a chairman in this way, then the Minister of Labour of Canada shall name the chairman. After the board has been completed, they shall meet as soon as possible thereafter, but not later than fourteen (14) days, except by mutual consent, and shall receive all evidence pertaining to the case that either party may desire to submit. The board shall render its decision as soon as possible and forward a written copy to each party. The majority decision of the board of arbitration shall constitute the award and any pay adjustment as a result shall be rectified within thirty (30) days of the award and cheques or notification of payment sent to the Union office.

The board of arbitration or single arbitrator, as the case shall be, shall not make any decision which is inconsistent with the provisions of this Agreement, nor add to, detract from, or in any manner alter or amend any part of this Agreement. Each party shall bear the expense of its nominee and the parties shall jointly share the expense of the chairman/arbitrator.

G-4.5 COMPANY AGGRIEVED

In the event any grievance, dispute or difference originates in which the Company regards itself the aggrieved party, the Company shall take up such matters within twenty one (21) days from the occurrence on which such grievance is based with the Local Union President. In the event no satisfactory adjustment is reached within fourteen (14) days after such submission, the issue may be submitted for determination to arbitration in the manner herein previously provided not later than twenty-one (21) days thereafter.

G-5 DISCIPLINE

- G-5.1 An employee will not be disciplined or discharged nor will entries be made against an employee's record without sufficient cause, and in each case where disciplinary action is to be taken, the employee will be given a complete written statement of the precise charges against the employee and the disciplinary action to be taken. Such written statement will be furnished to the employee in person or by certified or registered mail prior to the commencement of such discipline; however, the employees may be notified of such discipline by telephone, fax, email or in person, while the written notification is in transit. Notification thereof shall be furnished to the Local Union simultaneously therewith, by telephone or in person pending receipt of the documentation.
- G-5.2 An employee being removed from service at an away from home point will be paid his/her normal rate of pay until he/she reaches the location he/she normally works out of. In the case of operators, they will be paid the DHOC rate.
- G-5.3 Disciplinary action charged on the personnel record of an employee shall be removed after a period of two (2) years from that date in the event that no disciplinary action has been charged to such record for a similar type of infraction; however, accidents or entries involving an employee's ability to safely drive a bus will remain a permanent part of the employee's record.
- G-5.4 The Company will permit an employee or his/her representative, upon confirming an appointment to either copy or check their service record. An acceptable medical release form will be provided by the Company and signed by the employee if medical reports are to be reviewed by the employee's representative. This clause will be compliant with Federal Privacy Legislation.

Upon request, the Company will furnish the Union copies of information contained in the file which has not previously been furnished where the Company has a copying machine readily available and such records are not voluminous.
- G-5.5 Letters of complaints, telephone calls or complaints made in person shall not form the basis for disciplinary action involving a suspension unless, at the request of the Union, the complainant appears in person at a hearing at the appropriate Manager or a designated representative's level. This appearance requirement does not apply with respect to law enforcement agencies.
- G-5.6 No discipline by suspension shall be administered to any employee which shall permanently impair his seniority.
- G-5.7 When discipline is rendered or discharges are ordered, same will be done by the appropriate Manager or their assistants; however, the employee's immediate supervisor may remove the employee from service as set forth in the following paragraph and may recommend the discipline to be imposed in such case of which he has knowledge.

- G-5.8 The Company may withhold from service with pay any employee until completion of an investigation and, if requested by the employee, a hearing with the Union President/Business Agent or his/her designated representative.
- G-5.9 In cases of serious accidents, no disciplinary action will be taken until the completion of the investigation; however, an employee may be withheld from active service on a standby basis until the investigation is completed. Such employees will be compensated for the time they are held on a standby basis; regular operators, their regular run pay - spare operators, earnings missed, except where the employee is found to be at fault, in which case the standby period may be applied as part of a suspension period, if applicable. If investigation results in an employee being disciplined, dismissed or suspended, such case may be taken directly by a representative of the Union to the appropriate Manager or his/her representative, in accordance with the applicable time limits prescribed for this level of the grievance procedure.
- G-5.10 Except as provided in the next paragraph, discipline rendered shall be taken within twenty one (21) days after the Company's knowledge of the incident or following the appropriate Manager's hearing where applicable. Upon written request, an additional fourteen (14) days will be granted. Company as here used means Greyhound Canada Transportation Corp. supervisor or checker.
- G-5.11 Checker's reports, involving improper handling of Company funds or property for which the Company is responsible, shall not form the basis for disciplinary action unless same is made the basis of a charge within three (3) months of the date of such checker's report and the most recent checker's report shall be made within seven (7) days preceding the date of such disciplinary action.
- G-5.12 Inspectors, in checking employees, are to give the facts pertaining to the performance of their duties. Personal opinions of inspectors not substantiated by such facts will not be made the basis of rendering discipline.
- G-5.13 If, as a result of the appeal to the appropriate Manager or his/her representative, the discipline or the discharge is revised or cleared, the record of the employee will be corrected accordingly and the employee will be paid for any loss of earnings in accordance with the decision rendered plus reasonable expenses if the same were incurred as a result of such investigation or hearing having taken place at a point other than the home terminal of the employee involved.
- G-5.14 In cases where employees become involved in accidents or other incidents whereby determination of fault is dependent upon investigations and reports by the police or government inspection officers, the above specified time limits will commence from the date the results of such investigation and reports are made available to the Company and the Union.
- G-5.15 Where discipline is rendered in the form of a suspension, the suspension shall be served **in consecutive calendar days** and will not be served during periods such as worker's compensation or sick leave. **It is agreed that the day of the disciplinary hearing may constitute the first day of the suspension period.**
- G-5.16 If the dispute involves discipline or discharge, the place for any hearings or arbitration shall be the home terminal of the employees involved unless otherwise agreed between the parties. The place of all other arbitrations shall be agreed upon.
- If agreed to by the President of the Union and the Company, a hearing may be conducted by conference call.
- G-5.17 Any employee called to appear before Company officials, where discipline

may be contemplated, shall be given twenty-four (24) hours notice to arrange for union representation to accompany him if he so desires. An employee will not be allowed to delay the process by requesting a specific Union Representative.

In the event the employee waives union representation, the employee will sign a letter at the interview confirming his/her decision to waive union representation. **A copy of the letter will be furnished to the union office.**

- G-5.18 In instances requiring an investigative meeting, the Union and the employee will receive information regarding the issue(s) of investigation prior to commencement of the hearing.

G-6 NO STRIKE, LOCKOUT

- G-6.1 The parties having herein provided for the final disposition of all disputes, differences and grievances which may arise between them under and by virtue of the Labour Agreement, the Union agrees that it will not, nor will the employees, members of the Union, participate in any strike, slowdown, work stoppage or interruption of service called for any purpose or reason whatsoever. The Company agrees that it will not lock out its employees under any circumstances during the life of this Agreement.

The foregoing is contingent upon the following understanding:

- a) The exceptions to the "No Strike" clause hereinbefore set forth shall be strictly construed.
- b) Aside from the exceptions hereinbefore set forth, the "No Strike" clause shall remain in effect.

G-7 PICKET LINES

- G-7.1 Where a Labour dispute arises within any union and a legal picket line is established at or around a Company terminal, garage, or other facility, employees who are members of the Amalgamated Transit Union, will be permitted to honour such a legal picket line only at the facility where work of the Union is or was being performed at the time of the dispute as a regular job or bid shift.
- G-7.2 At locations where maintenance work is performed in the same building as the terminal picket lines of the Local representing employees at that facility would be honoured at that location, but not at any other location.
- G-7.3 A picket line will not be honoured if it is placed in sympathy for a Labour dispute at some location other than the facility where the work is performed and where the dispute which precipitated the picket line involves that specific facility.
- G-7.4 When a situation occurs where employees, who are Amalgamated Transit Union members, are permitted to honour a legal picket line of another union at a Company terminal, garage, or other facility, the Union will inform their representative to confer with management for the purpose of the parties issuing necessary instructions to the employees and/or members.

G-8 PROBATIONARY PERIOD

- G-8.1 An applicant, who has entered the service of the Company in an effort to obtain permanent employment, will be considered to be a probationary employee. Unless notified to the contrary within one hundred and twenty (120) days while performing the duties in the job classification to which the employee was hired, it will be understood that the application for permanent employment has been approved, unless it later develops that the applicant withheld pertinent information or had given false information materially affecting the acceptance of the application for employment, in which case, the applicant will be subject to dismissal from the Company. Any absence from work for any reason for five (5) consecutive days or more will not be credited towards the probation period. The grievance procedure regarding termination is not applicable to employees dismissed by the Company during the probationary period.

G-9 EMPLOYEES REPORTING TO COMPANY

Employees will not be instructed to report to Company officials or office on their days off, after leaving their tour of duty or more than twenty (20) minutes prior to the normal report time for their tour of duty except in cases so serious in nature that same is required or to make an accident report.

G-10 WORK PROHIBITION SUPERVISORY EMPLOYEES

- G-10.1 Supervisory employees shall not be permitted to do any work performed by employees covered by this Agreement. This does not apply to routine training procedures by supervisory employees nor in emergencies.

G-11 TEMPORARY ASSIGNMENT

- G-11.1 Employees required to fill temporarily the places of supervisory employees not under this Agreement, or to perform supervisory duties where there is no supervisor assigned to a shift, will be paid not less than they would earn per day in their regular positions at straight time, plus twenty (20) cents per hour.
- G-11.2 Employees temporarily assigned to classifications paying higher rates than their own shall immediately receive the rate in such classification that is higher than the rate being paid such employees in the classification he is leaving upon performing such new duties.

G-12 EXPRESS: HANDLING OF

- G-12.1 Package express shall only be handled as prescribed in the effective published tariff. It is the intention of management to cooperate with the Union in working out problems that arise in connection with the handling of package express. Any abuses that cannot be resolved at the local level could well be a subject to be handled in accordance with the grievance procedure.

- G-12.2 The Company will issue written instructions to all commission agents and Company stations to adhere to tariff restrictions when accepting shipments of package express.

G-13 EMBLEMS AND IDENTIFICATION

G-13.1 Emblems

Union members will be permitted to wear the emblem of the Union.

An appropriate official emblem of the International Union may be placed on all Company owned coaches operated by members of the Union. Said emblem shall be placed where designated by the Company and in full view of the traveling public. Such emblem to be furnished by the Union and cost of installation, maintenance of same and replacements to be borne by the Union.

G-13.2 Personal Identification

Where the displaying of personal identification is required, such identification shall normally portray the employee's first name only, however, upon request an employee may order identification portraying their first name and last initial or initial and last name. Identification will continue to be displayed in accordance with policies established by the Company.

G-14 NOTICES/NOTIFICATION

G-14.1 Bulletin Boards

The Union will be allocated secure space on the Company's bulletin boards where notices pertaining to meetings, social events, and other proper matters will be permitted. **Such notices will be on union letter head dated and signed by an accredited union representative.**

Copies of all bulletins relating to employees that are posted on the bulletin board shall be furnished to the properly accredited officer of the Local Union promptly.

G-14.2 Representatives Notice

The Local Union agrees to notify the Company in writing of the names and addresses of respective duly accredited representatives and committees immediately upon their election or appointment to such office. Notice to such accredited representatives shall constitute notice under the provisions hereof if sent to the addresses furnished.

The Company agrees to notify the Local Union in writing of the names and addresses of duly accredited Company representatives. Notice to such respective Company representatives shall constitute notice under the provisions hereof if sent to the addresses furnished.

G-14.3 Communications

Written communications to the Company from the Local Union will be answered promptly in writing where required and vice versa. Written communications to the Company from the Union shall be directed to the President of the Company or his representative. Written communications from the Company to the Union shall be directed to the originator when applicable and a copy to the Local Union President.

G-14.4 Notification: Personnel Forms

The Company agrees to notify the properly accredited officer of the Local Union, promptly by email, facsimile, internal mail or Canada Post, by forms prepared covering the employment, classification, discharge, resignation, transfer and layoff of each employee who is covered by the terms of this Agreement. Copies of forms prepared covering sick leave pay, transfers to other positions and leaves of absence relating to employees who are covered by the terms of this Agreement shall be furnished to the properly accredited officer and, if said officer is not the President, then, in addition, the President of the Local Union promptly. Further, the company will provide, on a monthly basis, a list detailing all personnel changes made during the previous month.

G-14.5 The Company will cooperate with the duly authorized and accredited representatives of the Union in furnishing information from dispatch and assignment records and for local Terminal and Maintenance pay records when so requested to clarify a specific incident or claim. The Union will take into consideration peak periods, holidays, Fridays, Saturdays and Sundays year round when making such requests.

G-14.6 Service Letters

At the termination of service with the Company, an employee, upon request, will be given promptly a letter showing the employee's term of service and the capacity in which employed.

G-14.7 The Company will allocate in Toronto, Ottawa and London space to install a Union supplied locking mailbox.

G-15 FINANCIAL

G-15.1 Check Off

The Company will check off bi-weekly and remit monthly in the same period as the employees are paid, to the President or Financial Secretary of Local Union 1415, from the pay of each employee who is a member of the Union, all dues, initiation fees, regular assessments and fines as may be assessed against such member. Requests for check off of assessments will be signed by the President or Financial Secretary of Local Union 1415. For those employees who are working in positions not covered by this Collective Agreement but continue to maintain their seniority in accordance with the terms of this collective agreement, the Company will remit dues monthly.

The Union shall notify the Company by letter of any changes in the amounts to be deducted and receipt of such notification shall be the Company's conclusive authority to make the specified deductions.

The Company agrees that if it fails to remit monies deducted by the required date, it will, upon request, provide the Union with a draft for such monies due.

G-15.2 Pay Periods

All employees will be paid biweekly by direct deposit to the bank of their choice. The days on which the various payments will be made shall be left to the discretion of the Company so that it will be in a position to co-ordinate the work in its payroll department. Operators will be given an itemized recap of work performed each pay period.

G-15.3 Record of Earnings

A copy of the gross pay summary for all employees shall be provided to the President or Secretary Treasurer of Local Union 1415 by the fifteenth (15th) of the following month. It is understood that such information shall be treated in a confidential manner.

G-15.4 Vending Machines

All receipts from vending machines, including pay telephones, where same are for the benefit of all employees only, shall be turned over to the Local Union to be used for employee's benefits. In reference to receipts from pay telephones, where involved, it is understood that any charge back in reference to such pay telephones shall be absorbed from such receipts.

G-15.5 Reimbursement of Money Spent by Employees

All sums spent by employees which, are chargeable to the Company will be reimbursed without delay. Expenses less than \$75.00 will be reimbursed upon presentation of receipts to an Operations Supervisor.

All expenses will be submitted to the company in the form of an expense report. Expense checks will be issued accordingly, once the expense report has been submitted and approved. Expense checks will be issued as soon as possible thereafter.

The Company, upon request, will advance expense funds to all employees for items such as tolls, meals, accommodation, fuel, etc., providing that the employee subsequently submits an expense account to the Company for approval of the expense. If no advance is requested, the employee will be reimbursed once an expense report is submitted and approved.

G-16 TIME CLAIMS NOT ALLOWED

G-16.1 When an employee files a written pay claim and such pay claim is disallowed by the employee's supervisors, the employee making the claim shall be notified in writing within seven (7) days of the reason for non-allowance. Except in the case of claims arising at a point other than the location where the claim is filed, the employee making the claim shall be notified within fourteen (14) days of the reason for non-allowance.

G-16.2 Time claims rejected by the Company shall be returned to the employee with a written explanation as to the reason for denial. Rejected pay claims will carry the signature and printed name of the supervisor rejecting same.

- G-16.3 In the event pay claims are accepted and are subsequently altered or denied by the payroll office, employees will be furnished with written statements setting forth the reason why pay claims were altered or denied, not later than twenty one (21) days from the time they receive their pay cheques. Failure to comply with the twenty one (21) days above, the payment will stand as approved and no further corrections will be made.
- G-16.4 Employees shall submit pay claims to the Company within twenty one (21) days from the date of the incident giving rise to the claim, or forfeit same.
- G-16.5 Any Company claim for an overpayment of wages to an employee must be made within twenty one (21) days from the date payment is received by the employee, or forfeit same.
- G-16.6 Agreed shortages in pay in the amount of fifty dollars (\$50.00) or more will be reimbursed upon request within four (4) working days of notification; otherwise, shortages will be reimbursed the following pay day.
- G-16.7 Disputed pay claims, including runaround and grievance pay claims, which are subsequently approved, will be paid in the same pay period in which they are approved.
- G-16.8 When pay claims are approved through the settlement of a grievance, the payroll department shall not change or alter these claims and they shall be paid as approved (indisputable errors excepted). However, the payroll department may make adjustments in pay rate and calculations.
- G-16.9 Runaround claims filed in writing, shall be promptly answered in writing by the Company and any such runaround claim not answered by the Company within twenty one (21) days from date of receipt shall be forfeited by the Company, unless mutually agreed in writing by Management and Union to an additional fourteen (14) days.
- G-16.10 Grievance settlements will be paid through the normal payroll process. Payment detail, such as the grievance number, employee name, and deductions will be provided to the Union and the employee (if applicable) either by photocopy or completion of a grievance payment form (to be supplied by the Company).

G-17 NON-DISCRIMINATION

G-17.1 Age of Employee

The age of an experienced employee covered by this Agreement shall, except as provided in the Greyhound retirement program, have no bearing on the employee's qualifications in the matter of continued employment.

G-17.2 Promotions

Equal consideration will be given to present employees and new hires in making promotions and assignments to supervisory or other positions considered in the line of promotion; however, in all cases, the Company will be the final judge.

G-18 SENIORITY

G-18.1 Right to Preference of Work

The right to preference of work and assignments will be governed strictly by seniority held in the seniority district in which the operation takes place. This article does not give the employee the right to bid the work or job within the classification unless posted for bid as required by the Labour Agreement.

G-18.2 Change of Provisions

Nothing herein shall preclude the changing of seniority provisions, providing such change or changes are mutually agreed upon between the Company and the Union; further, providing that such change or changes shall not be made without the majority approval of the membership affected as evidenced by referendum vote.

G-18.3 Establishment

The seniority of all new employees other than operators shall commence as of the hour and date of first work performed in the department to which they are assigned. Should two (2) or more employees commence service on the same date and hour, their respective seniority shall be determined by a draw held in the office of the appropriate Manager which shall be made by Union officers.

The seniority of an operator shall be determined by and commence from the actual day such operator first was placed on a spare board as an operator. When the Company hires and trains operators and their seniority commences on the same day, their respective seniority on the system seniority list shall be determined by a draw, Company and Union officers.

Employees voluntarily moving from one (1) department to another (e.g. terminal to operator) will rank among themselves in date of hire order and ahead of all new hires, with full-time employees having priority over part-time employees regardless of their respective seniority with the Company.

For pay purposes, commencement of employment shall be deemed to be the date of the commencement of actual service.

G-18.4 Disabled and Laid Off Employees

When new employees are required by the Company, disabled employees and employees who have been laid off due to lack of work and who are applicants for employment, shall be given preference for employment over new outside applicants if qualified to perform the available work; however, in all cases, the Company will be the final judge.

G-18.5 Return to Department

Employees working in other departments will be required to make a choice within seven (7) calendar days, between continuing their new work or returning to their old work upon work becoming available in their old departments. Thereafter, seniority shall be retained and accumulated only in the department in which the employee is continued to be employed.

Employees who have transferred departments and are disqualified during the probationary period of the new department, will be allowed to return to their original department with their full seniority.

Employees who have voluntarily transferred departments cannot exercise their seniority in their previous department if they become laid off in the new department.

G-18.6 Rosters

A seniority roster of those groups of employees covered by this Agreement for each of the seniority districts shall be posted on bulletin boards to which employees will have access at all times. Current seniority rosters will be posted as of July 1st of each year. Any protest in seniority rosters must be made within thirty (30) days from date of posting or the roster will stand as correct, indisputable errors excepted. Current seniority rosters and other information relative to seniority or leave of absence will be furnished to the Local Union. Current seniority rosters will be provided to the Local Union and will be posted as of July 1st of each year. Both company and classification seniority rosters shall be updated and posted a minimum of twice per year.

G-18.7 Supervisory

Employees who transfer to a position not covered by this Collective Agreement, will be permitted to accumulate seniority for a six month period, provided they pay full union dues as outlined in the Union's by-laws and remain members in good standing. At the end of the six-month period, they may return to the bargaining unit and the seniority group from which they came, with no loss of seniority. If however, they choose not to return to work covered by the Collective Agreement, they will forfeit all seniority in the bargaining unit.

Employees in supervisory positions, who desire to return to a position in which they held seniority, shall serve the Company and the Union written notice of their intention to return to the bargaining unit. However, in no event shall the notice period be shorter than the required time to properly train a new employee in the vacated position.

G-18.8 Exchange of - Locals 1374 and 1415

Operators of Greyhound Canada Transportation Corporation who are members of Local 1374 and those operators of Greyhound Canada Transportation Corporation who are members of Local 1415 who desire to exchange Locals, shall, provided they secure the consent of the Company and the Union, be permitted to do so. The seniority date of both operators involved in such exchange shall be that of the junior operator party to the exchange. In the event either operator transferring under this Section resigns or voluntarily leaves the service of the Company within six (6) months from the date of exchange, the other party to the exchange will return to the Local from which he/she transferred with his/her former seniority date held before the transfer.

Any operators that transfer must come under the Labour Agreement and rules and regulations of the Company to which he transfers and the conditions of their pension plan and health and welfare plan.

G-18.9 Loss of Seniority

An employee's seniority shall be lost for the following reasons:

- a) If the employee is discharged and not reinstated.
- b) Resignation.
- c) Full-time employees on lay-off shall hold their seniority for one (1) year, or for the maximum period of their service with the Company, whichever is greater.

- d) Full-time employees, not laid off who voluntarily refuse any full-time work, will result in the loss of their full-time seniority. Full time employees who have missed their bid will be given an opportunity to bid work before part time employees are allowed to bid remaining shifts.
- e) Terminal and Maintenance employees working part-time with the Company and who refuse a full-time position, will lose their full-time seniority with the company and their part-time seniority will commence from the time that they rejected the full-time position.
- f) Any full-time employee who is laid off and refuses full-time work in excess of thirty (30) days will forfeit seniority rights and no longer be considered in the employ of the Company.
- g) Part-time employees who are inactive for one hundred (100) calendar days will be removed from the part-time roster and must re-apply with the Company.
- h) As per language in Art. 18.7

G-18.10 Rights: Union and Company Representatives

Members, employees of the Company, being used in the service of the Union will, while in such service, retain and accumulate all seniority rights and benefits enjoyed by other employees.

Except as otherwise specifically stated in this agreement no limitations as to the length of absence will apply to members of the Union accepting official positions with the Company, or to officers of the Union or Union members accepting official positions with the Union.

G-18.11 Transfer Personnel Record

In the event a member transfers from Local 1415 to another Greyhound Local, the member and the Amalgamated Transit Union will be given a statement of his service showing the conditions of such transfer.

G-19 LAY OFFS AND RECALLS

G-19.1 When forces are reduced, employees and the Union will be given fourteen (14) days written notice and will be laid off in the reverse order of their seniority within their job description/classification and will retain all seniority rights and privileges subject to the provisions below; however, the fourteen (14) days notice herein required will not be required when an employee is bumped into laid off status by another employee.

G-19.2 Employees laid off on account of reduction in force will be privileged to work elsewhere and retain their seniority. They must maintain on record with the Company their correct mailing addresses. Employees will be called back to the service in their seniority order according to the following procedure: The Company will advise each employee to be recalled by registered mail, return receipt requested, or by telegram. A copy of such recall notice will be furnished to the Local Union. An employee receiving notice of recall will immediately acknowledge receipt of same by registered mail, return receipt requested, or by electronic mail, and will report on the fourteenth (14th) day of the recall notice, unless on an earlier date by mutual agreement with the Union.

G-19.3 Employees having other employment, being recalled for short periods of work less than thirty (30) days, will be given permission to reject same without loss of seniority if sufficient qualified employees are available.

- G-19.4 Laid off employees failing to comply with these regulations will forfeit seniority rights and be considered as no longer employees of the Company. With respect to short recalls, for less than thirty (30) days, three (3) weeks prior to a holiday the Company will advise the Local Union as to the number of additional extra employees required for such periods and the number of those who desire not to return to work, following which any deficiency in the number of employees will be filled by recall from the laid off list.
- G-19.5 Laid off employees, other than operators, may be recalled to work for situations such as book offs, sick leave, vacations or emergency situations without receiving the previously prescribed notice and in addition, may be laid off again without the required notice provided such recall is for less than thirty (30) days. Employees who are unable to accept a short notice of recall will not be subject to a loss of seniority because of such rejection.
- G-19.6 Employees affected will be privileged to bid or take a standby lay off provided that other laid off employees are available for work.
- G-19.7 An employee subject to relocation as a result of lay off may place himself/herself on lay off by giving ten (10) days notice prior to the effective lay off date to the Company and the Union, provided other employees are available for work.

G-20 LEAVES OF ABSENCE

- G-20.1 Employees requesting an unpaid leave of absence must furnish the request in writing at least fourteen (14) days prior to the start of the leave to the Company indicating the length of time for the leave. Extenuating circumstances preventing such notice will be reviewed and the requested leave under review will not be unreasonably denied due to violation of time limits.
- No employee shall be refused a leave provided that there is another employee in their classification who is on lay off at that location, who is willing to be immediately recalled from lay off, who is available and, who is qualified for the duration of the leave.
- In all other circumstances, the granting of such leave shall be by mutual agreement between the Company and the Union.
- G-20.2 An employee on leave of absence may accept employment elsewhere without loss of seniority or employee privileges except that he/she shall not accept employment with bus line competitive to any Greyhound company unless by mutual agreement as evidenced by an agreement in writing between the Company and the Union.
- G-20.3 Employees desiring to return from leave of absence before expiration thereof will give fourteen (14) calendar days advance notice to the Company and the Union.
- G-20.4 Absences of thirty (30) consecutive days or more for any reason other than sickness and disability, and any absence of ninety (90) consecutive days or more for sickness and disability, shall be deducted in computing safety, service awards and pay increases.
- G-20.5 Maternity/Parental Leave will be granted in accordance with the provisions of the Canada Labour Code.

G-20.6 A leave of absence of thirty (30) days or more must be agreed to by the Union, with respect to determining whether such leave will take place without loss of seniority. Employees granted such leave must maintain payment of the equivalent of union dues to the Union for the duration of such leave.

G-20.7 Any employee with five (5) years of service or more will, upon request, once in his/her career with the Company, be granted an unpaid leave of absence of up to one (1) year for any reason. However, the Company at its sole discretion may limit the number of Terminal and Maintenance employees in excess of one (1) at any one location. There will be two (2) operators allowed off in each division to a maximum of eight (8) in the region. Whenever possible request for such a leave must be made no less than thirty (30) days prior to commencement of such leave and must be made in writing stating duration of the leave.

Any employee who asks for and is granted a leave of absence under G-20.7 who then returns early from said leave will not be permitted to request additional time under this leave provision up to the one (1) year maximum duration.

G-20.8 An employee requiring a valid driver's license to perform his job duties suffering a suspension of his driver's license as a result of a non-job related experience shall, once in his career, be entitled to a leave of absence without pay or benefits for a period of time equal to the suspension period. Should the suspension be a result of an alcohol or drug related violation, a monitored SAP assessment will be mandatory. An employee using this entitlement will be considered to have used the 1-year entitlement outlined in G-20.7.

G-20.9 **Union Officers**

Employees who are Executive Board Members of a Local Union, Council, National or State AFL-CIO, Canadian Labour Congress or International (Amalgamated Transit Union) shall be granted the necessary leave of absence to permit the performance of their duties as such officers and shall suffer no loss of rights or benefits including accumulation of seniority, enjoyed by other employees by reason of such leave. The Union will take into consideration peak periods, holidays, Fridays, Saturdays, and Sundays year round when requesting such leaves.

G-20.10 **Committee Members**

Those employees who are committee members of a Local Union shall be granted the necessary leave of absence to permit the performance of their duty as such committee members, provided reasonable notice shall be given and the number to be granted leaves will not interfere with the business of the Company and such employee shall suffer no loss of rights or benefits enjoyed by other employees by reason of such absence from duty. The Union agrees its members covered above will not abuse the rights set forth herein. The Union will take into consideration peak periods, holidays, Fridays, Saturdays, and Sundays year round when requesting such leaves.

G-20.11 When Union representatives are granted time off for Union business, their tour of duty, or portion thereof, will be filled at the sole discretion of the Company.

G-20.12 **Bereavement Leave**

In the event of a death in the immediate family, every employee who has completed three (3) consecutive months of continued employment shall be entitled to bereavement leave with pay at their regular rate of wages for their normal hours of work on any of their normal working days that occur during three (3) consecutive days provided that one (1) of these three (3) consecutive days must fall on the day of the funeral or memorial. Such pay for all purposes shall be deemed to be wages.

Immediate family will consist of legally recognized spouse or common-law partner, parents, children, sister, brother, father-in-law, mother-in-law, grandparents, grandmother-in-law, grandfather-in-law and grandchildren of the employee or any relative living with the employee.

A regular operator on a straight-away run may, if he/she so desires and gives the Company sufficient advance notice, upon returning from funeral or memorial leave, be allowed to pick up his run at the away-from-home point on the fourth (4th) working day.

The employee will give the Company as much notice as possible of his intention to take bereavement leave. Qualifying documentation supporting such claim is required when requested by the Company.

Employees on vacation at the time of the funeral or memorial shall still be entitled to bereavement leave. They shall notify management of death of the relative, as soon as practicable, in order to determine bereavement leave entitlement. Any period of vacation so displaced shall be available for use at a later date.

G-21 MEDICAL EXAMINATION

- G-21.1 All physical examinations required as a condition of continued employment, shall be made by a physician 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.
- G-21.2 When the Company requires employees to take examinations not required by the rules or regulations of the Department of Transportation or other regulatory body, the employee affected shall be paid for all lost wages. The provisions of this paragraph do not apply to employees having a physical disqualification being determined in accordance with the first (1st) paragraph of this section, nor to employees having a condition requiring medical rechecks from time to time upon order of the physician.
- G-21.3 Employees failing to pass medical examinations by competent medical authority approved by the Company may be disqualified from service. The disqualified employee or the Union may, within ten (10) days after such examination, make written request to the Company for further examination by two (2) physicians; one (1) of whom is to be selected and paid by the employee, and the other by the Company.
- G-21.4 If, after the examination, any disqualifications are found and subsequent condition or conditions can, in the judgment of the examining physicians, be corrected by treatment, the employee may, if his/her physical condition otherwise permits, continue in service. If able to work, he/she will be permitted to resume his/her employment upon certification by the attending physicians. In the event of disagreement between the two (2) physicians, a representative of the Company and a representative of the Union shall meet within ten (10) days from date of written notice of disagreement between the two (2) physicians to select a third (3rd) physician. The third (3rd) physician shall make an examination and the findings of a majority of the three (3) shall rule.
- G-21.5 Expenses of the third (3rd) physician shall be borne equally by employee and Company.
- G-21.6 Employees separated from service because of physical or mental disability shall be returned to their proper places if and when the cause of disability is removed.

G-22 SICK LEAVE

G-22.1 Sick leave will be paid in cases of both injury and illness subject to the exclusions set forth below.

G-22.2 Eligibility

All employees who have completed one (1) year of service according to the system seniority roster shall be eligible for benefits under this plan.

G-22.3 Exclusions

No employee shall receive benefits under this plan whose sickness is caused by illness or injury occurred during, resulted from, or was caused by, the violation of any criminal law(s), including, driving while under the influence of drugs or alcohol.

G-22.4 If claims arising under the provincial workers' compensation or federal compensation acts are not fully determined, then such sick leave claims shall be paid during the pendency of such claims. Should such claims eventually be allowed by either the provincial workers' compensation or federal compensation acts, then the employees shall refund that portion of sick leave benefits paid by the Company. The Company shall have the option of determining the most expeditious method of recovering such monies.

G-22.5 Payment of sick leave will be made as expeditiously as possible, bearing in mind that the Company must be sure duplicate payments are not made. If through no fault of the employee, the sick leave is not paid in the pay period in which it is due, payment by separate cheque may be requested. The payment of sick leave benefits will be paid upon receipt of acceptable medical evidence as identified in article G-22.8

Should the documentation require further clarification, the Company may begin payment pending a final decision. If the claim is determined to be invalid, all monies paid will be returned to the Company and the employee will be credited with any sick days used.

G-22.6 Waiting Time

No employee shall receive benefits under this plan because of being off work on account of a sickness for two (2) consecutive days. No benefits shall be paid for time lost during the waiting period. Days which are paid for at the overtime rate shall not be considered regular work days. In the event the employee is hospitalized during the two (2) day waiting period, sick benefits shall commence as of the first (1st) day of hospitalization. Where an employee is treated as an outpatient for surgical treatment that formally required continued hospitalization and is released for convalescence at home, sick benefits shall commence as of the first (1st) day of hospitalization.

If an employee is off sick for ten (10) or more calendar days, the waiting period will not apply and the employee will receive benefits from the first (1st) eligible day he/she booked sick.

Employees who are taken to a hospital because of illness and who are subsequently treated as an outpatient, will be paid the balance of their work day. Payment will be approved with production of a medical certificate from the attending hospital physician verifying that the employee cannot finish his/her work day.

G-22.7 Sickness While on Vacation

No employee shall be entitled to receive benefits under this plan for any time lost by reason of sickness while on vacation. However, if any employee should become sick while on vacation and be unable to return to work at the end of his/her vacation, his/her waiting period will apply during vacation period.

G-22.8 Notification

Notification of absence on account of sickness shall be given to the employee's supervisor on the first (1st) day of absence, at least three (3) hours prior to commencement of their shift period. Extenuating circumstances preventing such notification will be reviewed. Notwithstanding the above, in order to receive benefits under this plan, the employee shall submit to the Company within five (5) days of commencement of disability or prior to returning to work (whichever occurs first), medical evidence of his/her illness or disability from a bona fide licensed medical doctor, or other satisfactory evidence on forms to be provided by the Company. The expense of this medical evidence shall not be borne by the Company.

Bona fide reasons for delay in the submission of the above will be reviewed and considered. In the event an employee is physically incapable of preparing or signing an application for sick leave benefits, the Company will upon request, forward the forms to the employee or the employee's physician and will process an application for sick leave benefits on behalf of such employee. The Company, at its option, may require a special examination of the employee by a doctor to be designated by the Company. This shall be without cost to the employee.

G-22.9 Proof of Sickness or Disability

An employee claiming sickness or disability whether receiving sickness or disability benefits or not, may, at the discretion of the Company, be required to attend at a doctor or institution as designated by the Company, to substantiate such sickness or disability at the Company's expense.

Leave of absence due to sickness or disability will not be limited under this provision nor will seniority in such cases be affected provided that a Company physician certifies to the necessity for such sick leave. However, such employees may be required to be examined by a reputable physician at the request of the Company or the Union at the end of each ninety (90) days of absence from duty to substantiate illness and the party requesting such examination will pay for same. In the event an employee fails to make himself/herself available for such examination, or upon such examination is found to be fit for duty and fails to report immediately thereafter, his/her seniority shall terminate.

G-22.10 Employee's Responsibility

Any employee found to have abused the sickness benefit privilege by falsification or misrepresentation shall thereupon be subject to disciplinary action and a reduction of sickness benefits, and shall further restore to the Company amounts paid to him/her for the period of such absence.

G-22.11 Determination of Accumulation

The determination of accumulation of sick leave provided for shall be on the anniversary date of the employee.

G-22.12 Rate and Time of Benefits

- a) Terminal and Maintenance Employees

After one (1) year of service according to the system seniority roster, shall be eligible for sick leave with straight time compensation for each assigned work day off, not in excess of the following:

After one (1) year of service according to system seniority roster - seven (7) days (40 hours pay).

After two (2) years of service according to system seniority roster - eight (8) days (40 hours pay, plus one (1) regular assigned days pay).

After three (3) years of service according to system seniority roster - nine (9) days (40 hours pay, plus two (2) regular assigned days pay).

After four (4) years of service according to system seniority roster - ten (10) days (40 hours pay, plus three (3) regular assigned days pay).

After five (5) years of service according to system seniority roster - fourteen (14) days (80 hours pay).

b) Operators

After one (1) year of service according to system seniority roster - six (6) working days, six (6) days pay.

After two (2) years of service according to system seniority roster - seven (7) working days pay, seven (7) days pay.

After three (3) years of service according to system seniority roster - eight (8) working days, eight (8) days pay.

After four (4) years of service according to system seniority roster - nine (9) working days, nine (9) days pay.

After five (5) years of service according to system seniority roster - twelve (12) working days, twelve (12) days pay.

(c) In the application of (a) and (b) above, the term 'years of service' shall exclude any period during which the employee is receiving WSIB or LTD for a period in excess of thirty (30) days. The yearly entitlement will be reduced proportionally by the number of days on WSIB or LTD.

Working days herein referred to for regular operators shall be the amount of their regular run pay calculated at their regular rate of pay.

Working days herein referred to for spare board operators shall be the amount of regular operator's minimum daily rate or daily vacation rate whichever is greater.

G-22.13

Starting from the actual time a spare operator books sick, each twenty-four (24) hour period will count as one (1) day's sick leave. **Spare operators will be paid 6 out of 7 days following the waiting period if applicable, the 7th day will be considered a day off. Each day paid will be at their DVP 5 rate.**

The foregoing is subject to the conditions outlined under "Waiting Period."

G-22.14 Employees who have exhausted all of their sick leave will not be entitled to any further sick leave entitlements until they return to work. Employees off sick on their anniversary date, will be paid for any sick leave that they are entitled to when they return to work.

G-22.15 Sick Leave Accumulation

An employee may accumulate one-half (1/2) of his/her unused sick leave towards increasing the period of sick leave to which he/she is entitled, up to an additional seven (7) weeks of sick leave.

Upon retirement, one half (1/2) the accumulated sick days will be paid out in cash and will not require a doctor's certificate to be claimed.

In the month of January, the Company will provide to each employee an update on the status of their accumulated sick days as of the conclusion of the previous calendar year.

G-22.16 Employees Injured on Duty

Employees injured on the job shall be paid in full for the day of the accident provided the attending physician advises the employee not to work for the balance of the day. If able to work, the employee will return to his/her duties; failing to do so, the employee will not be paid for the hours not worked.

G-22.17 If an accident required such employee to need further medical treatment as a direct result of said accident, the employee shall not lose time while taking such treatment, provided such treatment takes only a nominal amount of time.

G-22.18 If a maintenance or terminal employee, as covered by this Agreement, is required to report for further treatment during working hours, the employee shall receive cost of transportation to and from the garage or terminal, plus time lost for such treatment, it being understood the Company will approve the type of transportation used.

G-23 HEALTH & WELFARE

G-23.1 Retirement at Age Sixty-Five (65)

Life insurance equal to fifty percent (50%) to a maximum of \$11,250 will be continued at no cost to the employee. The employee must have been employed as a full-time employee having:

a) A minimum of fifteen (15) years of continuous service.

b) Participated in the group plan during this period or from the date the group plan was first offered, provided the requirement of a) is satisfied.

G-23.2 Retirement Between Ages Sixty (60) to Sixty-Five (65)

If an employee meets the requirements of a) and b) above, retired life insurance in accordance with the following schedule will be issued.

Retirement	% of \$11,250	Amount of Retired Life
Age 64	45	\$5,062.50
Age 63	40	\$4,500.00
Age 62	35	\$3,937.50
Age 61	30	\$3,375.00
Age 60	25	\$2,812.50

G-23.3 The Company will pay the following amounts to the Union or its designates for Health and Welfare coverage for each active full-time employee working on the first (1st) day of the month. Benefits will also be paid for a period of six (6) months for any full-time employee off sick or for any employee who is eligible for coverage in accordance with any government requirements. Active employees herein will mean any employee who has established full-time seniority by working twenty (20) consecutive working days as a full-time employee.

The Company will contribute:

Effective July 1, **2013** - **\$237.35**

Effective July 1, **2014** - **\$239.72**

Effective July 1, **2015** - **\$242.12**

Effective July 1, **2016** - **\$244.54**

G-23.4 Employees of Greyhound Canada Transportation **ULC.**, who retire **and are receiving** an early retirement or disability pension shall, until the employee and his/her spouse attain age sixty-five (65), be reimbursed by the Company, for the premiums paid by the retired employee for continued coverage under the Extended Health Care as provided by the Union's carrier. **In the application of this language the benefit shall not be paid for a period greater than the service time of the retired employee.**

G-24 HOLIDAY PAY

G-24.1 There shall be ten (10) paid holidays per year composed of:

New Year's Day	Canada Day
Valentine's Day	Labour Day
St. Patrick's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day

G-24.2 On any of the above named Statutory Holidays, statutory holiday pay will be as follows:

(a) Terminal and Maintenance Employees working a regular five (5) day work week will receive eight (8) hours of regular pay for all full- time employees.

Terminal and Maintenance Employees working a modified work week shall be paid as follows:

Not Scheduled to work:

If not scheduled to work - eight (8) hours regular pay.
If normally scheduled but not required to work - ten (10) hours regular pay.

Scheduled to work:

Employees on Modified Work Week – statutory holiday pay equal to eight (8) hours regular pay.

- (b) Regular Operators - Their regular run pay which includes regular miles, border crossings, GCX allowances, spread time and garage miles. All regular operators paid under the bi-weekly guarantee will be paid one-fifth of their vacation pay. It is understood that this statutory holiday pay shall not reduce the amount of guarantee payable for the period and will be in addition to the guarantee. When the holiday occurs when an operator is off work, they will be paid on the basis of the last day worked
- (c) Spare board Operators - one fifth of their weekly vacation pay or a minimum of one hundred and fifty dollars (\$150.00) whichever is greater. The holiday pay shall be in addition to the bi-weekly guarantee.

Part-time employees will qualify and be paid statutory holiday pay in accordance with the provisions of the Canada Labour Code.

In order to receive holiday pay, an employee must work his/her last scheduled work day prior to the holiday and also his/her first (1st) scheduled work day immediately after the holiday except where he/she is specifically allowed to book off by a Company supervisor.

Employees on vacation of any duration, or sick leave of thirty (30) days or less, prior to the holiday, shall receive holiday pay in addition to all other earnings or benefits.

G-24.3 On any of the above mentioned Statutory Holidays that an employee is required to work, the employee will in addition to Statutory Holiday pay in Art. G-24.2, be paid as follows:

- (a) Terminal and Maintenance Employee - One and one-half (1½) times the regular rate for all regularly scheduled hours worked.
- (b) Regular Operators - Their regular run pay which will include regular miles, border crossings, GCX allowances, spread time and garage miles at time and one half (1½) of their regular rate of pay. These operators will be paid for their complete days run when the run begins on the holiday, including subsequent schedule(s) that start after the holiday and are part of the days run. Conversely, the operator will not be paid any premium for any part of the run if the run begins prior to the holiday.
- (c) Spare Board Operators
 - i) Working as a Regular operator – In accordance with the statutory holiday pay established for a regular operator working.
 - ii) Working as a Spare Board operator - All spare board miles, protect hours, border crossings, GCX allowances, and garage miles or hours driven and/or cushioned at time and one half (1½) his mileage or hourly rate or a minimum of one hundred and twenty-five (\$125.00) whichever is greater.
 - iii) Working as a Spare Board and Regular operator - Paid as per c (i) above for all regular assignments and as per c (ii) above for all spare board assignments.

- G-24.4 Statutory holiday pay earned on a Statutory Holiday that is worked may be paid, at the employee's discretion as follows:
- a) Immediately in the pay period in which the Statutory Holiday(s) occur.
 - b) Accrued for later payment which may be taken as a day off with pay in conjunction with the employee's annual vacation or may be taken as a holiday with pay at a time convenient to him/her and the employer or may be paid out (with no time off), at the employee's request.
 - c) Accrued statutory holiday pay shall not accrue to spare board bi-weekly guarantee, with reference to Article O-38.
 - d) Part-time employees qualify for and are paid statutory holidays in accordance with the provisions of the *Canada Labour Code* and therefore shall not accrue statutory holiday pay.
- G-24.5 NOTE: Statutory Holiday pay may only be accrued for later payment on regular trips when those regular trips commence on the Statutory Holiday.
- G-24.6 All employees who are scheduled to work on a holiday, must work as required by the Labour Agreement in order to receive such holiday pay except where they are specifically allowed to book off by a Company supervisor.
- G-24.7 Any Terminal or Maintenance employee with a scheduled day off on a Statutory Holiday, asked and choosing to work, will be paid statutory holiday pay plus double time (2x) for all time worked. The employee will be guaranteed a minimum of four (4) hours at double time (2x) rate, provided he/she is available for the full four hours.
- G-24.8 It is understood that there will be no pyramiding of overtime rates and article O-16 REGULAR OPERATORS WORKING SPARE is not applicable.

G-25 VACATIONS

- G-25.1 Employees hired before January 1, 1998 who have opted to have their vacation pay calculated from their seniority date will remain on the seniority date calculations. Employees who opted for calendar year calculations will remain on the calendar year calculations for vacation entitlement and payment. New employees hired after January 1, 1998 and who have one (1) or more years seniority will have their vacation calculated on a calendar year basis. The company will provide the union with a list of all employees and their calculations.
- G-25.2 Annual vacation will be as follows:
- | | |
|--|-------------------------|
| After one (1) year of service | two (2) working weeks |
| After four (4) years of service | three (3) working weeks |
| After Ten (10) years of service | four (4) working weeks |
| After twenty-two (22) years of service | five (5) working weeks |
- G-25.3 Pay for each week of annual vacation shall be two percent (2%) of the total wages earned by the employee from the Company during the previous calendar or seniority year for those employees hired before January 1, 1998. Employees hired after January 1, 1998 will receive two per cent (2%) of the

total wages per week based on the previous calendar year. Employees will be given a detailed breakdown of how their vacation pay is calculated at the time they receive their vacation pay.

- G-25.4 Employees who have been off work for any reason may take the full vacation time to which they are entitled based on service time or they may take time off on a weekly pro-rated basis for which they have credit and they shall be paid the full percentage to which their years of service entitles them.
- G-25.5 Upon termination of service, the pay in lieu of vacation shall be paid in accordance with the Canada *Labour Code*:
- a) Any vacation pay owing by the employer to the employee, in respect of any prior completed year of employment; and
 - b) Four percent (4%) or the applicable per cent of the wages as specified in the Collective Agreement upon which vacation pay is due, during any part of the completed portion of his/her year of employment in respect of which vacation pay has not been paid to the employee.
 - c) An employee who fails to report for duty at the end of his/her vacation period, unless prevented from so doing by sickness or accident, will be considered to have left the service of the Company.
 - d) Any employee upon termination of service who has been paid a vacation advance will have the amount paid in advance deducted from their last pay issued from the company.
- G-25.6 The number of employees on vacation at a given time will be at the discretion of the Company. A vacation bid will be posted each year with the first (1st) round no later than October 1st, second (2nd) round by November 1st, and the third (3rd) round by December 1st. Employees will bid according to seniority in their district ten (10) days after posting and those failing to choose vacation by leaving a sealed bid for the vacation periods will be assigned vacation periods by the Company in order of seniority after the final round. All vacation time not bid by January 1st, of the vacation year, will be automatically assigned.

It is understood that vacation to all employees will be on a year-round basis. Any employee may, voluntarily, split the vacation for which he has qualified. All vacation time may be bid at once, as long as none of the weeks commence during the periods of July 1st to August 31st and December 23rd to January 2nd. In the bidding of split vacations, the first (1st) portion of a split bid will constitute the exercise of a seniority right and second (2nd) portion will be bid on the same basis after all other employees on the seniority roster have completed their first bid.

This will apply to those employees working during the time the vacation bid is posted.

The number of Operators on vacation at any time will be at the discretion of the Company however, will not be less than six (6%) percent of the number of Operators working in each of the districts listed below. Recognizing districts 3 & 4 presently have greater than 6 % allotments, the Company will maintain the minimum indicated below until the minimum is exceeded by the six (6%) calculation. The percentage of Operators will be based on the number of Operators employed as of October 1 each year. The Company and the Union will meet prior to the 1st posting of the vacation bid to discuss the district allotments. Any increase will be at the discretion of the Company.

Should the number of Operators employed in District 3 & 4 be reduced from present levels, the minimum number will be reduced proportionally.

The vacation divisions will be split into five (5) locations:

- a) District #1: Windsor/London/Sarnia Operators (1415)
- b) District #2: Toronto/Guelph/Kitchener/Buffalo/Niagara Falls/Owen Sound operators (1415)
- c) District #3: Ottawa/Peterborough/Belleville/Pembroke Operators (1415), Montreal (Post Integration Operators) Minimum: 7
- d) District #4: Montreal/Ottawa/Kingston/Cornwall/Maniwaki (Integrated Operators effective January 11, 2000 with the seniority date of June 17, 1999) Minimum: 3
- e) District #5 PMCL Integrated Operators as of Dec. 15, 2003.

It is understood that the above five (5) Districts will have separate vacation bids.

- G-25.7 The months of July and August will be restricted to a maximum of two (2) weeks vacation for any employee on their first (1st) bid. It is understood that in order to bid two (2) weeks during this period they must be consecutive weeks bid as the first (1st) bid. Splitting two (2) weeks during this period is not permitted as a first (1st) bid and must coincide with Divisional vacation bookings.
- G-25.8 It is understood that all vacations must be started on Saturday, Sunday or Monday.
- G-25.9 An employee will not be allowed to relinquish his/her bid vacation except in the case of illness or death in the family and by mutual agreement between the Company and the Union in extenuating circumstances.
- G-25.10 An employee who does not bid when it is his/her turn, who has not left an acceptable sealed bid with his supervisor, will be passed, thereby permitting other employees to continue bidding.
- G-25.11 When such employee who has been passed is available to bid, he/she will bid on openings left for bidding. Employees who were absent for the entire posting for the bid due to illness, extended charter, vacations or leave of absence, shall have the right to bid according to what their seniority would normally allow, within twenty-four (24) hours of their return. In such cases, an employee who has bid will not be bumped and an extra vacation slot will be allowed for the employee returning to work. No bids will be asked for but will be accepted over the telephone.
- G-25.12 Operators on straightaway division runs may, if they so desire and give the Company sufficient advance notice, come back one (1) day early from their vacation in order to take their run from their home terminal. For operating said run on the last day of their vacation they shall receive their vacation pay plus run pay. This shall be at the option of the Local Union.

G-26 COURT, INQUEST AND INVESTIGATION

- G-26.1 Employees who witness, but are not involved in an accident while on duty, and as a result are required to make a report of same to the Company, and who are later required to attend court or an inquest by subpoena, or employees who, at the direction of the Company are required to attend court, an inquest or an investigation called by the Company attorney, or employees who are subpoenaed and are required

to attend court or an inquest as a result of an action arising out of carrying out the specific orders of the Company, shall be paid on the following basis: Their regular rate of pay for all such time which in no event shall be less than the amount of actual time lost plus reimbursement for any expenses incurred while making such appearance. Hourly rate employees will not be required to report for duty for any portion of their shift on the day of making such appearance when such appearance occurs during their shift. If an employee would not be able to get reasonable rest before the start of his/her shift, he/she will not be required to report for work on such shift. The reverse shall apply when the employee, by working his/her shift, would not receive reasonable rest before his/her required appearance in court. If, however, the employee is already on his/her shift at time of notice to appear, he/she shall continue with his/her shift. Spare board operators shall receive their straight time statutory holiday pay during the day or days they were attending court or inquest. When an employee takes direct or indirect action against the Company, they will not be entitled to compensation in accordance with the provisions of this article.

G-26.2 When such service is required of employees on their regular assigned days off, operators shall be paid at their hourly rate for hours so used with a minimum equal to one (1) days vacation pay. Spare board operators shall be credited a days work for each day in such service for the purpose of establishing overtime days where applicable.

G-26.3 Hourly rate employees will be paid for all time so spent at their hourly rate with a minimum of eight (8) hours.

G-26.4 When court, inquest or investigation is held at a point other than the employee's home terminal, he/she shall be provided with transportation and reasonable expenses, it being understood that if the Company provides transportation and reasonable expenses, funds paid to the employee by the courts for transportation and expenses shall be turned over to the Company.

G-26.5 Witness fees will be returned to the Company.

G-26.6 If the above occurs while on vacation, this will be in addition to vacation pay.

G-26.7 **Jury Duty**

Employees on jury duty will be allowed the difference between the daily compensation they would have earned had they remained on their assignment and the daily amount paid for jury duty.

Spare board Operators, when so used, shall be paid the difference between their straight time statutory holiday pay and the daily amount for jury duty for each day they are off the board for such duty. Regular day off, when same is provided in the contract, shall not be paid for. Such day or days shall be considered as a day or days worked.

G-26.8 **Bail Bonds**

An employee involved in an accident while engaged in the performance of his/her assigned duties with the Company shall promptly be furnished bond by the Company, when such is required.

G-26.9 Any employee shall also have the legal assistance of the Company in any legal proceedings brought jointly against the employee and the Company, or brought against the employee as a result of carrying out the specific orders of the Company.

G-27 COST OF LIVING

The cost of living allowance/clause will remain inoperative for the life of this agreement.

G-27.1 All employees covered by this Agreement shall be entitled to a cost-of-living allowance based on the following:

G-27.2 The amount of cost-of-living allowance shall be determined and redetermined as provided below on the basis of the All Canada Consumer Price Index (C.P.I.) published by Statistics Canada (1971 = 100) and referred to herein as the "Index".

G-27.3 The first (1st) pay period in which the cost-of-living allowance, if any, will apply, shall be the second (2nd) pay period in October, 1994, and shall continue in effect until and including the second (2nd) pay period in January, 1995. At that time and thereafter, adjustments in the cost-of-living allowance shall be made quarter-annually on the basis of the changes in the Index as follows:

Effective date of adjustment - the second pay period in October, 1994, and at quarterly intervals thereafter based upon:

As of September 1994, and as of quarterly intervals thereafter, as follows:

READ INDEX PAY

- September, 1994	2 nd pay period in October 1994
- December, 1994	2 nd pay period in January 1995
- March, 1995	2 nd pay period in April 1995

The amounts of cost-of-living generated by the above readings will be deemed to be folded into the base rates where C.O.L.A. applies.

G-27.4 In the event that Statistics Canada shall not issue the appropriate Index on or before the first (1st) week of the month following the pay period referred to in the above table, any adjustment in the allowance required by such Index shall be effective at the beginning of the first (1st) pay period after receipt of such Index.

G-27.5 No adjustment retroactive or otherwise shall be made in the amount of the cost-of-living allowance due to any revision which later may be made in the published figures for the Index for any month on the basis of which the allowance has been determined.

G-27.6 The amount of the cost-of-living allowance which shall be effective for any such quarterly period shall be determined in accordance with a table set up using the June, 1994, Consumer Price Index as a start of the table and continuing with a .25 increase equaling zero and thereafter a one cent or 2 Mill adjustment for each true .35 point change in the Index.

G-27.7 The cost-of-living allowance shall not be added to the base rates for any classification, but only to each employee's straight-time hourly or mileage earnings.

G-27.8 A decline in the Index below the June, 1994, reading shall not result in a reduction of classification base rates.

G-27.9 Continuance of the cost-of-living allowance shall be contingent upon the continued availability of official monthly Consumer Price Index in its present form and calculated on the same basis as the Index of June, 1994.

G-28 PART-TIME HELP

G-28.1 The need for part-time employment in Terminals and Maintenance facilities is recognized by the parties hereto. Part-time help will be limited to forty-eight (48) hours or Ten (10) percent of the scheduled hours per week of the unit in which the employees work, whichever is greater. Part-time help will not be instituted in a manner that would prevent the utilization of full-time shifts in either terminal or garage facilities. It is recognized that certain peak periods during the year, or other circumstances, may warrant more extensive utilization of part time employment which may be implemented on mutual agreement of the parties.

G-28.2 Part-time employees will be covered under the departmental provisions of the Labour Agreement and will not accrue or accumulate service time for the purpose of benefits or seniority, nor will they participate in any Company health and welfare plan.

Full time employees who become part time as a result of a lay off, will revert to part time status for all purposes except that they will continue to receive the appropriate full time rate of pay, for a maximum of one (1) year or the length of their service, whichever is greater.

G-28.3 A seniority board will be posted for part-time help showing their original employment date. Part-time employees will bid on regularly scheduled part-time work according to this posting.

G-28.4 Any part-time employee who has been on the Company records for ninety (90) consecutive days will be given preference and first (1st) opportunity for any full-time position ahead of any new job applicants.

Any Terminal or Maintenance employee holding full-time seniority working part-time and refusing a posted position will forfeit their full-time seniority. Such employee will retain his/her existing part-time seniority.

Part-time employees filling temporary full-time vacancies or full-time positions of less than twenty-five (25) days shall not establish full time seniority until such positions are vacant for twenty-five (25) days or more. After the twenty first (21st) day, a temporary vacancy or position will be posted for bid as a full-time position to be assigned on the twenty-fifth (25th) day. However, this does not preclude a full-time employee in another classification from bidding and being awarded same over a part-time employee as provided by the Collective Agreement.

G-28.5 Laid off employees will be given preference of work when utilizing part-time help.

G-28.6 A separate seniority roster for part-time employees shall be maintained.

G-28.7 **Part-Time Rate of Pay**

Part-time employees will receive an hourly rate equivalent to a percentage of the starting rate for full time ticket office clerks and as follows:

Ticket Office Clerk's Rate		\$18.62	\$18.90	\$19.19	19.57
		July 1, 2013	January 1, 2014	July 1, 2015	July 1, 2016
Starting	80%	\$14.90	\$15.12	\$15.35	\$15.66
After 750 hours	85%	\$15.83	\$16.06	\$16.31	\$16.63
After 1500 hours	95%	\$17.70	\$17.97	\$18.24	\$18.60

G-29 SAFE MAINTENANCE EQUIPMENT AND MACHINERY

- G-29.1 The Company agrees to maintain all equipment and machinery in a safe and sanitary condition at all times. All employees in the bargaining unit recognize they must take all reasonable and necessary precautions to ensure the safety, health and well-being of each other and the maintenance of all company property.
- G-29.2 When an operator questions the safety of equipment (as required and/or regulated by federal, provincial or state law), the supervisor will, when necessary, immediately contact an area Maintenance Manager, Foreman and/or mechanic for a final determination. If the equipment is approved for operation and if the operator requests written instructions to operate this equipment, same shall be furnished by the supervisor and the Company will accept the responsibility for the safety condition of the equipment complained of by the operator, or the equipment will be replaced.

G-29.3 Speedometers

In cases of alleged speeding charges or Company safety checks, the vehicle's speedometer will be checked within a reasonable time, not to exceed four (4) days after written notice to the Company from the employee and Local Union. Copies of the speedometer check shall be furnished the employee and Local Union involved within seven (7) days after written notice to the Company, otherwise no discipline will be issued. If the degree of error in the speedometer is sufficient to cause the employee to be unaware he/she was violating the law, the employee's record shall not be charged. A bus with a defective speedometer should either be repaired or the bus changed at division points where extra equipment is maintained.

G-30 PASSES

- G-30.1 Pass transportation policy will be in accordance with the "Greyhound Canada Transportation ULC Travel Policy".

G-31 MILITARY SERVICE

- G-31.1 Employees enlisting or entering the armed forces of the United States or Canada shall be granted all rights and privileges provided by applicable laws, and shall retain and accumulate seniority rights and benefits during their absence. In the event that within a work classification in which an employee was employed prior to his/her leaving for service, junior employees have been upgraded to a higher classification, the employee, upon his/her return from service, shall be given work in such higher classification according to his seniority provided he/she is qualified therefore. Upon returning to the

service of the Company, employees shall receive the rate of pay in their classification based on their service in that classification the same as if they had been in the service of the Company instead of in military service.

G-32 ACQUISITION

- G-32.1 Employees already employed on a bus line acquired by the Company will retain seniority rights acquired on such line or lines upon which they are already employed and, in addition, shall acquire seniority rights on the lines of the Company as of the date of acquisition. Employees employed on the lines of this Company as of the date of acquisition of another line will retain all their seniority rights on the Company and, in addition, will acquire seniority on the acquired lines as of the date of acquisition.

Subject to the provisions of sale of business and intermingling set out in Part I of the *Canada Labour Code*, in the event that the Company is sold in part or in whole, employees already employed by the Company shall not forfeit any seniority rights on the line(s) being sold or the work being sold.

- G-32.2 Employees affected thereby will thereafter carry seniority dates showing their rank on each line. Employees acquiring seniority on other lines shall rank among themselves in accordance with their respective ratings held before such additional lines were acquired. It is understood and agreed that in the event the acquisition of such lines would result in loss of work to employees covered by this Agreement, the equity to employees acquired and employees of this Company in such loss of work, or any additional work resulting from such acquisition, shall be determined by negotiations as provided for in this Agreement.

MAINTENANCE

M-1 MAINTENANCE WORK PERFORMED

- M-1.1 It will be the Company's policy to have maintenance work historically performed in its garages continue to be performed in its garages and not on the outside. It is not to be understood by this that the Company will discontinue its long-standing practice in reference to certain types of work being performed on the outside.

The Company may request a temporary transfer of ATU 1415 employees from one seniority district to another district in Local 1415 in order to meet operational demand. The Company will post for volunteers based on Classification and trade designation to be selected in order of seniority.

The duration of the transfer for assigned employees will be limited to five working days. Selected employees shall be deemed as extra staff and management shall determine their tasks, work hours and days off while away from their home division. Their presence at the temporary assignment division shall have no impact on existing local bids nor shall their temporary absence from their home division be deemed to have created a vacancy thus a bid is not required. The Company will prepay all transferred employee's transportation and hotel costs and reimburse all reasonable meal expense upon presentation of receipt.

All time traveling to and from the other district under this article will be considered as working hours.

- M-1.2 Any maintenance work now being performed in Company garages, shall continue to be performed in Company garages during the life of this Labour Agreement.
- M-1.3 The Union recognizes that from time to time there is an inability for staff to perform maintenance work on a timely basis due to volume. For this reason, and on a short term basis, it may become necessary for the Company to have routine mechanical services performed outside of the Company's garage(s). It is agreed and understood that the Company's first (1st) choice will be to have the work performed internally. Any such work performed outside the Company garage will be reported in writing to the Union on a monthly basis.

M-2 HOURS OF WORK

- M-2.1 The hours of work for full-time maintenance employees shall be forty (40) hours per week, to consist of five (5) consecutive days per week, said days to be eight (8) consecutive hours each, excluding a lunch period not to exceed one (1) hour. The addition of a modified work week will be discussed and mutually agreed by the Company and the Union.

Modified Work Week

The Company and the Union are prepared to review requests for modified work weeks. Employees seeking the implementation of a modified work week are to bring their detailed request to the Union, for review with the Company. The Company may also approach the Union for implementation of a modified work week. It is understood that any modified work weeks can be implemented for part of a department or, across an entire department. It is further understood that modifications to the standard work week may not be feasible in every department. The Company reserves the final determination on implementation or discontinuation of any modified work week program.

The modified work week presently consists of four (4) ten-hour shifts. Overtime commences after 10 hours in a day or, after 40 hours in a week. Employees can bid on either the modified work week schedule or the standard work week schedule. Additional information regarding statutory holiday, vacations, etc. may be found in the applicable sections.

Any further modifications to the work week (other than those listed above) will require agreement between the Union and the Company.

M-2.2 Wash Up and Rest Periods

There will be a ten (10) minute rest period during the first four (4) hours and a ten (10) minute rest period during the second four (4) hours of the days work. There will also be a ten (10) minute clean-up period prior to lunch time and quitting time. The above mentioned rest periods will be staggered so as not to interrupt the necessary flow of work. In the case of an employee working a modified work week consisting of (4) ten hour shifts per week, 15 minute rest period will be allowed during the first (5) five hours worked and a second 15 minute rest period during the second five (5) hours worked.

- M-2.3 No exchange in assignments, shifts, days off or hours of work will be allowed unless permission is received from a supervisor of the employees.

M-3 OVERTIME

M-3.1 Work performed in excess of eight (8) hours per day or outside the scheduled tour of duty, shall be overtime and shall be paid at the rate of time and one-half (1½) in any twenty four (24) hour period.

When due to a change in shifts an employee works in excess of the limits provided in this section overtime will not apply.

M-3.2 Overtime Board

1. **The Company will establish a “Voluntary Overtime List” for Maintenance employees. In conjunction with the first bid of the calendar year all employees will declare if they wish to be placed on the overtime list. Volunteers will be placed on the list in seniority order in the classification that they bid into on the effective date of the bid.**
2. **When overtime in excess of three (3) hours becomes available, volunteers will be contacted in the order that they are on the list and offered the overtime hours until shifts are filled. The employee who accepts the overtime will be rotated to the bottom of the list. Overtime of three (3) hours or less may be allocated as an extension of a current shift without the use of the Overtime List.**
3. **Employees who turn down overtime will be rotated to the bottom of the list. Upon three consecutive refusals of overtime, an employee will be removed from the list for the remainder of the bid. The employee may place his name on the bottom of the overtime list with each bid. Recalled or new employees may place their name at the bottom of the list prior to their first day of work.**
4. **Employees who cannot be contacted will be deemed to have been notified, but will retain their position on the list.**

M-3.3 Preventing Overtime

Employees shall not be required to take time off or change their day off or their shifts in order to prevent the paying of overtime.

M-3.4 Emergency Call

All work performed by members on emergency call, namely, when the member is called out when off duty, shall be paid at the overtime rate with four (4) hours minimum.

The Company shall have the right to utilize the services of such employees during the four (4) hour period at other work.

M-3.5 Sixth and Seventh Day

Working Regular Days Off

An employee working their day(s) off shall be paid at the overtime rate of time and one-half (1½) except in the case of a general bid change or a posted relief position.

M-4 SENIORITY AND CLASSIFICATIONS

M-4.1 Service time shall be on a company-wide basis and shall date from the time the employee first (1st) entered the service of the Company. This time shall be used to determine earned vacation days, sick day pay and leaves of absence.

M-4.2 For the purpose of promotion, demotion, layoff, recall, pay progression and all bidding, the seniority of an employee will be on a classification basis, and shall date from the time the employee first (1st) entered the classification. An employee shall maintain his/her seniority position in each of the classifications in which he/she has worked and earned wages. In the event of a layoff, an employee may bump into a lower classification in which he/she has worked and is able to establish seniority. For the purpose of bumping, his/her seniority will include all time served in any higher classifications.

An employee may voluntarily bid into a vacant position in a lower classification, in which he/she has worked and is able to establish seniority. His/her seniority will include all time served in any higher classifications. His/her wage will be adjusted to the pay rate offered in the new classification.

Employees in the Licensed Trades classification will bid for specific trade designated work (i.e. mechanic, welder, body man, etc.) for which they are certified, based on their seniority within the Licensed Trade classification. Employees in the Licensed Trade classification will be laid off by their trade designation, based on seniority within the Licensed Trades classification.

When an employee has successfully completed the Apprenticeship program and upon certification by the Provincial Government, the employee will enter the Licensed Trades Person classification, subject to a position being available. The employee's seniority in the Licensed Trades Person classification will be determined by the date that the employee first (1st) entered the Apprentice Mechanic's classification, **to a maximum of four (4) years. For clarification, service time as per M-4.1 is accrued throughout the Apprenticeship process however, an Apprentice requiring a period in excess of four years will accrue classification seniority to a maximum of 4 years from the date of entry into the program.**

An employee who is registered in an Apprenticeship program, who is unable to complete or voluntarily resigns from the program may revert back to a lower classification in which he/she has worked and is able to hold seniority, provided there is a vacancy. His/her seniority will include all time served in any higher classifications.

When an employee has successfully completed the apprenticeship program, the employee will enter the licensed trades person classification. The employee will bump in where his/her seniority allows. Should seniority be insufficient for such bump, the employee may be laid off in accordance with the Collective Agreement.

M-4.3 Divisional Seniority

A common divisional seniority shall apply to all employees working in Company garages.

Employees will be allowed to exercise their seniority between garages only under the following conditions:

If they are displaced from their classification and do not wish to bid down to a lower classification, or;

- a) if they are laid off, or;
- b) if they are bidding on permanent vacancies of more than sixty (60) days or new positions of more than thirty (30) days.

Each garage operated by this Company shall constitute a single seniority district for general bids, temporary vacancies or vacation relief purposes.

M-4.4 Classification and order of same shall be:

- a) Licensed Trades Person
- b) Apprentice
- c) Service Technician
- d) Tire Person
- e) Stores Clerk
- f) Service Employee

Should no qualified Maintenance employee apply, then the job will be posted within the Company as per article G-18. The Company and the Union further agree that any service person who proves unable to drive a bus following training, will be required to perform the remaining duties and responsibilities of a service employee. The Company is entitled to utilize the individuals in the Service Employee classification to ensure that qualified personnel are available on all shifts, in particular, at least two (2) individuals who are able to perform the driving duties.

M-4.5 Bidding Higher or Lower Classification Downgrade

A maintenance employee who has one (1) or more years of seniority in the mechanic's classification shall suffer no loss of pay if he/she has to bump down to the service classification as a result of a reduction in the work force.

Pay Progression

Length of service for pay purposes shall be determined by actual time worked in each classification, except time worked in higher classifications shall be credited also as time worked in all lower classifications.

Upgrade - Downgrade

When an employee of a lower classification bids and is accepted for a position in a higher classification, he/she will immediately receive the next higher rate of pay per hour in the higher classifications and then continue on at the rate per hour of the higher classifications according to years of service.

Employees in a higher classification, who elect to bid into a lower classification, shall relinquish all seniority rights in the higher classification except in the case of a reduction in force in the higher classification.

Where there is a reduction in forces in the various classifications, employees who have passed their ninety (90) day probationary period in any classification and are reduced to a lower classification, shall automatically receive the rate of pay in the lower classification to which their accumulated service entitles them.

Employees who are laid off from a higher classification and exercise their seniority in a lower classification will retain seniority in that higher classification except that if an opening comes available in that higher classification at a later date which the employee can hold and the employee elects not to accept the position in the higher classification, he/she will relinquish all seniority rights in the higher classification.

M-4.6 Combined Shifts

When a regular position involves two (2) types of work, the higher rate of pay will be paid.

M-5 GENERAL BIDS

M-5.1 It is agreed that a minimum of three (3) general bids will be posted throughout the year at each location with the general bid to be effective in January. No general bid will be in effect for longer than one hundred and fifty (150) days or less than thirty (30) days except by mutual consent and any delays by either party will be submitted in writing.

Job bid sheets on general bid will be posted at least five (5) days prior to the start of bidding.

The Company will consult with the Union and provide a copy of the proposed bid ten (10) days prior to implementing shift bids.

M-5.2 Change of Schedule Notice

The scheduled hours of employees shall not be changed without at least twenty-four (24) hours prior notice for the first (1st) change in any thirty (30) day period, and not less than forty-eight (48) hours notice for any additional change. The above shall not be used to avoid overtime.

The Company shall keep posted in a conspicuous place the various work schedules of each garage. Such schedules shall show the hour the shift begins, the period of relief for lunch, the quitting time and the days of work per week. Said lunch period shall not commence before the beginning of the fourth (4th) hour and shall be completed by the beginning of the sixth (6th) hour from the beginning of the shift.

M-5.3 Change of Work Shift or Days Off

If it becomes necessary to change the beginning hour of a work shift more than one (1) hour or if the days off are changed, such shift shall be posted for bid within the garage where the change occurs.

M-6 VACANCIES AND NEW POSITIONS

M-6.1 When vacancies occur or new positions are created, employees shall be notified by bulletin no later than five (5) days after the position is vacant and the bulletin shall remain posted for three (3) consecutive days. Qualifications (as determined by the classification entry test as mutually agreed between the Company and the Union) being sufficient, the position will be filled on the basis of seniority among employees in the garage making application for the position. The bid sheet may be taken down as soon as the senior qualified employee bids for the job that is open. If, after a reasonable period of time, not to exceed sixty (60) days, the employee is found incapable of holding the position, he/she shall revert to his/her former position without loss of seniority. When an employee bids for and is awarded a permanent position, his/her former position will be declared vacant and bulletined within five (5) days and the bulletin shall remain posted for three (3) consecutive days. This section shall not be construed as relating to the routine shifting of employees from one (1) job to another in the garage, within the same class and within the same shift of hours, and which does not involve a change in the rate of pay.

M-6.2 **Temporary Vacancy Due to Sickness**

When it is known that an employee is to be or has been absent due to sickness for more than fourteen (14) calendar days, (vacations not included), and if the vacancy is to be filled, his/her job will be posted for bid for a period not to exceed ninety (90) days. After ninety (90) days absence or a general bid, whichever occurs first, it shall be posted as a permanent vacancy. Should the absent employee return to duty during the interim of posting and assigning to the successful bidder, the bid will automatically be cancelled.

Upon returning to duty, if less than ninety (90) days and provided the job has not been abolished, the employee must return to the job he/she vacated, even though an employee with more seniority may have filled the temporary vacancy. In this event, the employee will return to the job he/she vacated to fill the temporary vacancy, and so on until all employees who have changed jobs as a result of the temporary vacancy have reverted to their former jobs.

M-6.3 **Temporary Assignments**

Employees temporarily assigned to a classification paying a higher rate than their own, shall receive, when working a minimum of one (1) hour in a higher classification, the minimum higher rate in such classification for all hours worked or portion thereof in such classification, it being understood that an employee shall not receive less than his/her regular rate of pay.

M-6.4 The Company and the Union will work together to determine training programs. Training will be provided to employees as required. Selection will be based on seniority by shift, to the most qualified employees, as determined by the Company. Trades persons who attend Company approved training courses to upgrade skills and abilities to perform the necessary tasks the job requires, will be reimbursed for expenses and tuition from the Company.

M-6.5 **Notification of Return from Absence**

Employees absent from work for sickness must notify their immediate supervisor a minimum of eight (8) hours prior to their normal work time to report they will be returning to work. Employees failing to notify eight (8) hours prior to their shift will be ineligible to return for that shift. This does not include employees who are hospitalized or have submitted a physician=s report indicating a return to work date.

M-7 ROAD CALLS

- M-7.1 All work performed by employees on road calls, namely, when an employee is called out when off duty, shall be paid at time and one-half (1½) with a four (4) hour minimum. The Company shall have the right to utilize the services of such employees at other work during the four (4) hour period.
- M-7.2 In the event of a road failure involving equipment of the Company, the work shall be performed by a mechanic if available and qualified. If two (2) employees are used, at least one (1) of them shall be a mechanic if available and qualified and reasonable expenses will be paid.
- M-7.3 Reports concerning the cause of the failure, repairs made, etc., will be submitted as requested by the Company, however, no allegations will be made, in such reports, against another employee unless supported by facts. When the tow bar is used in emergency service, the work will be performed by two (2) employees.
- M-7.4 A call board will be established for the purpose of receiving road calls and each employee shall take his/her turn on such work on a first-in and first-out basis.

M-8 CLOTHING AND EQUIPMENT ISSUED

- M-8.1 The Company shall furnish all maintenance employees, required to work outside, foul-weather gear, consisting of rain suits, individual parkas and rubber boots for those employees working on the wash rack, on a request basis.

- M-8.2 At the option of the Company we will provide either a safety shoe/boot, or a shoe/boot rebate.

If the Company provides the safety shoe/boot, it will be on a yearly basis purchased from designated national contract vendor.

If the rebate is provided, the Company will provide a safety shoe/boot allowance rebate of **up to** one hundred and **fifty** dollars (**\$150.00**) to mechanics and service employees who are required by law to wear such shoe/boots while working. The shoe/boots must be C.S.A. approved. This allowance will be provided once each contract year. It is understood that should the Company select and require a boot costing more than one hundred and **fifty** dollars (**\$150.00**) the Company will make up that difference. The employee will be required to submit a receipt showing proof of purchase for the boots.

- M-8.3 **Coveralls**

The Company will pay the rental cost of up to five (5) pairs of coveralls for mechanics, tire person and service employees and up to five (5) pairs of coveralls or service coats for coach cleaners per week.

- M-8.4 **Company Tools and Equipment**

Company owned tools and equipment will be issued from the stockroom or toolroom and must be returned to the stockroom or toolroom.

Each Trades Person shall provide, at his/her own expense, the hand tools necessary to enable him/her to perform properly the mechanical duties of his/her classification. A tool allowance of three hundred **and fifty** dollars (**\$350.00**) shall be paid annually in the first (1st) pay period of December each year to all Trades Person. Apprentice mechanics will be entitled to a tool allowance equal to fifty percent (50%) of that of a Trades Person.

The Company will cooperate with the Union in investigating and accessing security measures for safeguarding maintenance employee's tools at locations brought to the attention of the Company.

M-8.5 Equipment and Tools Furnished

Serviceperson's tools will be provided, as determined by the Company and the service employees will be responsible for the care, return and replacement of such tools. Flashlights, batteries and rubber gloves will be furnished to those employees whose work requires such equipment. Employees will be required to turn in used or worn-out flashlights, batteries and rubber gloves to the stock room and/or tool room before securing replacements. When leaving the employ of the Company, equipment will be returned or paid for, reasonable wear and tear excepted.

M-9 MOVING ALLOWANCE

Moving allowance of three hundred dollars (\$300.00) for married employees and one hundred and fifty (\$150.00) for single employees will be allowed. In addition, employees moved will be allowed up to five (5) working days, forty (40) hours loss of earnings in effecting their relocation. Such employees shall report at the new location upon the completion of five (5) days above referred to.

M-10 SHOP MEETINGS

Shop meetings called by the Company shall be without loss of time to employees.

M-11 HEAVY WORK

- M-11.1 The Company agrees that it will not create an unnecessary burden upon any employee that would be injurious to his/her health by requiring him/her to do heavy work alone.
- M-11.2 Employees shall be required to use safety equipment made available by the Company. Such equipment to be maintained in a safe and fit condition.

M-12 SANITARY CONDITIONS

Suitable sanitary conditions shall be provided for use of the employees. An assembly room shall be provided by the Company at the garages and sufficient individual lockers shall be available for the accommodation of the employees. Wash basins, with hand soap and towels shall also be provided.

M-13 GARAGE - TERMINAL

When an employee is instructed to travel between garages and terminals he/she shall be furnished transportation by the Company. The service truck will not be used for personal use except for transporting employees to transportation locations following an evening shift.

M-14 JOB DESCRIPTION

M-14.1 Licensed Trades Person

This classification will include mechanics, welders and body repair people who are properly licensed and able to perform all restricted skills as designated by the Ontario Regulations.

Trades people required to take special courses or training as a result of new Legislation in order to maintain their license, will be paid the number of hours required for the course to a maximum of eight (8) hours straight time for each required day.

Licensed mechanics holding a Provincial Government Inspection Certificate must continue to maintain active status of this document.

Licensed Trades Persons qualified to legally operate buses within GCTC fleet must maintain active status of this license unless excluded due to medical condition. Further training of Licensed Trades employees required to operate GCTC buses on public roads (Class "C" or equivalent) will be at the discretion of the Company.

The Company will reimburse Licensed Trades employees for fees levied by Provincial authorities for the renewal or upgrading of the appropriate trades person license.

M-14.2 Apprentice Mechanic

This classification includes all employees who have entered the Apprenticeship program. The Company reserves the right to determine the number of Company-sponsored employees in the Apprenticeship Program at any given time.

SELECTION PROCESS

All applicants for the position of apprentice will be required to take the Greyhound Mechanical Aptitude Test (Version 1, March 4, 2005) qualifying exam and also meet the entrance standards of the applicable Provincial Apprenticeship Board. The Company and Union will meet to develop future versions of this test.

Applicants who meet the Board's entrance standards and achieve test results at or above the qualifying level will be considered "assessment-qualified".

Assessment-qualified applicants will be selected to fill vacancies or new apprentice positions via their company seniority. **Employees currently employed in the Maintenance facility will have first (1st) opportunity to enter into the apprenticeship program.**

SCHEDULING AND SCHOOL

The apprentice agrees to attend school at the earliest opportunity, subject to agreement of such scheduling by the Garage Manager (or designate). Such scheduling must be within the Apprentice Board guidelines.

Upon successful completion of each level, the Company will reimburse the apprentice for the cost of tuition and required books. Apprentices are to submit an expense report with receipts and documented proof of completion.

The present benefits and payment schedule will remain in place while an apprentice is on an authorized unpaid leave to attend school.

SENIORITY AND CLASSIFICATIONS

An apprentice will retain and accumulate seniority in the Apprentice classification, while attending the approved school.

When an employee has successfully completed the Apprenticeship program and upon producing certification issued to the employee by the Provincial Government, the employee will enter the Licensed Trades Person classification, subject to a position being available. Upon filling such available position the employee's seniority in the Licensed Trades Person classification will be determined by the earliest date that the employee first (1st) entered the Apprentice Mechanics classification. This seniority date shall apply for bidding of shifts and days off but is not applicable to pay progression. The date on which the employee entered the available position will establish commencement of the Mechanic's starting rate. Future promotion will be as per the collective agreement. The Company reserves the right to determine the number of Licensed Trades Persons required.

An employee who is registered in an Apprenticeship program, who voluntarily resigns from the program, may revert back to a lower classification or level in which he has worked and is able to hold seniority. His seniority will include all time served in the Apprentice classification.

See seniority limitations contained in M-4.2.

Service Technician

Duties include those of service persons, oil change and grease job tasks, basic light mechanical/electrical duties as permitted within legislation. Service Technicians will be limited to a maximum of thirty percent (30%) of the Licensed Mechanics in the garage facility.

When a Service Technician position is made available, the posting will be offered to current maintenance employees before being made available to applicants outside of the Company. **The Company reserves the right to post any new or open positions in this classification with a requirement that the applicant must hold a valid driver's license and have the skills necessary to drive highway coaches.**

M-14.3 **Service Employee**

This classification will include employees fully qualified for the following work as required by the Company; dumping toilets, fueling, interior/exterior bus cleaning, polishing, general utility work, maintaining any necessary records, shunting buses and any related work including janitorial work. **The Company reserves the right to post any new or open positions in this classification with a requirement that the applicant must hold a valid driver's license and have the skills necessary to drive highway coaches.**

M-14.4 **Tire Person**

This classification requires that employees must have a Tire Installer's License or equivalent certification, in order to perform all related duties associated with the care and maintenance of tires and wheels.

Duties will include, but not be limited to; mounting, dismounting, balancing and re-grooving tires, installing tires on coaches, keeping tire records and alignments. Employees in this classification will be able to perform other coach repairs as needed.

M-14.5 Stores Clerk

This will include employees fully qualified to perform all duties associated with the operation of the storeroom.

Duties will include, but not be limited to; ordering parts and services, shipping and receiving, reconciliation of fuel records, recording inventory transactions and, performing cycle and physical inventory counts. Employees in this classification will be able to perform coach servicing as needed.

M-15 WAGE SCALE

M-15.1 CLASSIFICATION

	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
Mechanics				
Starting Rate	\$32.92	\$33.41	\$33.91	\$34.59
After 6 Months	\$33.01	\$33.51	\$34.01	\$34.69
After 12 Months	\$33.13	\$33.63	\$34.13	\$34.81
After 24 Months	\$33.22	\$33.72	\$34.23	\$34.91

	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
Apprentice Mechanics				
Level One				
Service Technician Rate	\$19.05	\$19.34	\$19.63	\$20.02
Level Two 75%	\$24.68	\$25.05	\$25.43	\$25.94
Level Three 80%	\$26.32	\$26.71	\$27.11	\$27.65
Level Four 85%	\$27.98	\$28.40	\$28.83	\$29.41

	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
ServiceTechnicians				
Starting Rate	\$18.92	\$19.20	\$19.49	\$19.88
After 6 Months	\$18.96	\$19.24	\$19.53	\$19.92
After 12 Months	\$19.01	\$19.30	\$19.59	\$19.98
After 24 Months	\$19.05	\$19.34	\$19.63	\$20.02

	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
Stores Clerk & Tireman				
Starting Rate	\$21.73	\$22.06	\$22.39	\$22.84
After 6 Months	\$21.79	\$22.12	\$22.45	\$22.90
After 12 Months	\$21.86	\$22.19	\$22.52	\$22.97
After 24 Months	\$21.93	\$22.26	\$22.59	\$23.04

	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
Service Employees				
Starting Rate	\$18.80	\$19.08	\$19.37	\$19.76
After 6 Months	\$18.88	\$19.16	\$19.45	\$19.84
After 12 Months	\$18.96	\$19.24	\$19.53	\$19.92
After 24 Months	\$19.01	\$19.30	\$19.59	\$19.98

M-15.2 **Shift Premium**

All maintenance employees who begin their work shift between 3:00 p.m. and 3:00 a.m., will be paid a premium of one dollar, (\$1.00) per hour.

All maintenance employees beginning their work shift on Saturday and/or Sunday, will be paid a premium of **seventy five cents (\$0.75)** per hour.

M-15.3 **Lead Hand Status**

On any shift not under the direction of a foreman, a mechanic may be designated by the Company as Lead Hand. If no such designation is made, then the senior mechanic on the shift, accepting the position, will be designated as the Lead Hand. Should no mechanic accept the position, the junior mechanic with a minimum of two (2) years mechanic seniority will be assigned the Lead Hand position. The Lead Hand will direct workflow only and will not issue discipline.

M-15.4 **INSTRUCTION PAY**

Maintenance employees, upon proper authorization of a Company supervisor, requested to instruct other employees, will receive additional compensation equal to thirty (30) minutes pay at their normal hourly rate, for each day they are assigned to instruct.

TERMINAL

T-1 TERMINAL LEASING

T-1.1 This is to confirm our understanding that for the life of this Labour Agreement, the Company will not lease out the Company operated station in London, Ontario.

The Company, however, requests the cooperation of the Union in assisting wherever possible to reduce the costs where said station is continued.

T-1.2 **Sub-Stations**

The Company will not establish any additional commission express sub-stations during the life of this Agreement without mutual consent of the Union. On Greyhound Canada Transportation Corp., this applies to the City of London only.

The Company expects however, that the Union will give serious consideration to the needs of the shipping public should the Company request the Union's consent to the establishment of such commission express sub-stations during the life of this Agreement.

T-2 WORK WEEK

T-2.1 The work week for full-time employees shall be forty (40) hours per week to consist of five (5) consecutive days of eight (8) consecutive hours each, excluding a lunch period not to exceed one (1) hour. Lunch period shall be assigned between the fourth (4th) and sixth (6th) hour from start of the work period.

T-2.2 Rest Period

All employees shall be entitled to a ten (10) minute relief break during each full four (4) hours worked.

T-2.3 No exchange in assignments, shifts, days off or hours of work will be allowed unless permission is received from a supervisor of the employees.

T-3 OVERTIME

T-3.1 Work performed in excess of eight (8) hours in any work day shall be considered as overtime and shall be paid at the rate of time and one-half (1½).

T-3.2 Overtime shall be distributed equally insofar as possible among the employees in various classifications. Any employee shall have the right to pass up the overtime provided another qualified employee is available and willing to work.

Distribution of Overtime in Toronto and London terminals shall be as follows:

- 1st Full-time employees on days off.
- 2nd Full-time employees with the least amount of overtime charged

In the event no employees in that department are willing to work overtime, the junior full time employee available and qualified will be required to perform the overtime work except as mutually agreed between the parties hereto.

T-3.3 An overtime record in each classification at each location, will be maintained and posted on a monthly basis and an overtime board will be operated separately between Toronto GCX and Toronto Bay St. terminal employees. When an employee declines overtime, the employee will be charged with the amount of overtime declined on the overtime record.

If the employee is working and is asked within two (2) hours of the end of his/her shift to perform overtime and declines, he/she will not be charged with overtime decline.

T-3.4 Any employee working on his sixth (6th) and seventh (7th) consecutive day of the work week shall be paid at the rate of time and one-half (1½). Days in which absences occur for justifiable reasons as herein defined, shall be regarded as days worked for the purpose of computation of the sixth (6th) and seventh (7th) day. The following shall be regarded as justifiable reasons:

- a) Bona fide illness.
- b) Jury Duty and court summons as a witness for the Company.
- c) Death in the immediate family.
- d) Absence for any reason accepted by the Company.

The foregoing shall not apply when the employee changes his/her starting time in the course of exercising his/her seniority.

- T-3.5 All work performed by employees in emergency call, that is when the employee is called out while off duty shall be paid at time and one-half (1½) with a minimum of four (4) hours for such emergency work.
- T-3.6 Employees shall not be required to take time off or change their day off or their shifts in order that payment of overtime be avoided.

T-4 SENIORITY AND CLASSIFICATIONS

T-4.1 Divisional Seniority

A common divisional seniority shall apply to all employees working in Company terminals.

Employees will be allowed to exercise their seniority between terminals only under the following conditions:

If they are displaced from their classification and do not wish to bid down to a lower classification, or;

- a) if they are laid off, or;
- b) if they are bidding on permanent vacancies of more than sixty (60) days or new positions of more than thirty (30) days.

Each terminal operated by this Company shall constitute a single seniority district for general bids, temporary vacancies or vacation relief purposes.

T-4.2 Seniority Records

Seniority records shall be kept and posted indicating the length of service of employees as per Article G 18.6.

T-4.3 Bidding Higher Class

When an employee of a lower classification is accepted for a position in a higher classification, he/she will immediately receive the next higher rate of pay per hour in the higher classification and then continue on at the rate per hour of the higher classification according to years of service in the higher classification using his/her starting date in the higher classification as the rate and date on which to start the pay progression scale.

T-4.4 Reduced to Lower Class

Where there is a reduction in forces in the various classifications, employees who have passed their ninety (90) day probationary period in any classification and are reduced to a lower classification, shall automatically receive the rate of pay in the lower classification to which their accumulated service entitles them.

T-4.5 **Bid Group and Duties**

a) **Ticket Agent's Duties**

Employees in this occupational classification will be required to have the skill and ability necessary to perform the duties and responsibilities included within vocation of a ticket agent. Such duties and responsibilities will include selling tickets, travel information, billing and handling express and baggage and emergencies, making reports, answering telephones and general responsibility for operation of depots in the absence of his/her designated authority.

b) **Baggage and Express Clerk's Duties**

Employees in this occupational classification will be required to have the skill and ability necessary to check and handle baggage, express, newspapers and mail and perform any other duties ordinarily performed by baggage and express clerks which shall include, but not be limited to; billing and handling express shipments, making out reports, accounting for all cash collected, giving out information and answering telephones.

c) **Ticket Office Clerk's Duties**

Employees in this occupational classification will be required to have the skill and ability necessary to perform the duties and responsibilities included within the vocation of a ticket office clerk. Such duties and responsibilities will include but not be limited to: accounting pertaining to ticket and express sales and accounts receivable, daily, weekly and monthly summaries and posting into appropriate ledgers; monthly billing of express charge accounts and collection of moneys; preparation and distribution of comparative revenue statements; typing, distribution and collection of charters, and maintenance of records; typing of time sheets and distribution of same; typing of correspondence, answering telephones and such other duties connected with the operation of the terminal as directed by management.

d) **Package Express Truck Driver/Handler**

Employees in this occupational classification will be required to have the necessary skills and abilities to perform the duties and responsibilities within the vocation of a Package Express Truck Driver/Handler which shall include, but not be limited to, driving a truck or similar purpose vehicle in transporting goods and parcels between various locations as directed by the Company, loading and unloading parcel express; assist in performing a variety of clerical and related duties involved in the receiving, safe keeping and issuing of parcel express, and other related duties as may be assigned as required to ensure the consistently high levels of customer service.

e) **Janitor/Coach Cleaner - London Terminal**

Employees in this occupational classification will be required to have the necessary skills and abilities to perform the duties and responsibilities within the vocation of the Janitor/Coach Cleaner - London Terminal which shall include, but not be limited to, fueling coaches, dump and refill holding tanks on coaches, clean interior, sweep and mop coach floors, replace toilet utensils in the coach, clean exterior windows, check M-7 for defects, report defects to dispatch, minor repairs to include headlights, clearance lights, oil reservoir and boost batteries.

Terminal Duties to include the replacement of garbage bags in all containers in the terminal,

sweep and mop terminal lobby and inter-office floors, clean washroom sinks, toilets, walls, stall floors, replace toilet utensils, clean mirrors, sweep and mop in all terminal and employee washroom areas and clean platforms daily and parking areas of all garbage.

T-4.6 Bid for Tours

Bidding for tours of duty shall be determined by seniority within each classification.

Employees in a higher classification or unit may be required to work in a lower classification or unit provided the employee is paid his/her normal rate of pay for the higher classification. Conversely, an employee in a lower classification may be required to work in a higher classification or unit provided that all such work performed will be paid at the higher classification or unit rate as provided by in T 11.1 herein.

T-4.7 Change of Classification

During the life of this Agreement there shall be no change in the agreed upon classifications of employees covered hereunder, except by mutual agreement. Employees will be trained in all classifications and will not be limited to a specified classification during a shift.

T-5 GENERAL BID

T-5.1 It is agreed that a minimum of four (4) general bids will be posted throughout the year at each location with the general bid to be effective no later than the second Sunday in January. No general bid will be in effect for longer than one hundred and fifty (150) days or less than thirty (30) days except by mutual consent and any delays by either party will be submitted in writing.

T-5.2 Vacation Relief

Vacation relief jobs and any temporary openings resulting therefrom shall be covered by a call down of junior staff below the vacationing employee when the open vacation period is greater than five (5) days and/or less than twenty-five (25) days. Vacation periods of a consecutive nature exceeding twenty-five (25) days must be posted for seventy-two (72) hours prior to the effective date of the first (1st) shift.

T-5.3 Schedule Posting

Except in emergency, such as sickness, death or other like causes, the scheduled hours of work shift of individual employees shall not be changed without at least seven (7) days prior notice. The Company shall keep posted in a conspicuous place the various work schedules of each terminal. Such schedules shall show the hour the shift begins, the period of relief for lunch, the quitting time and the days of work per week. Said lunch period shall not commence before the beginning of the fourth (4th) hour and shall be completed by the beginning of the sixth (6th) hour from the beginning of the shift. It is understood that if a modified work week is agreed to the lunch periods may be altered upon mutual agreement between the Company and the Union.

T-5.4 Shift Change

If it becomes necessary to change the beginning hour of a work shift more than one (1) hour, or if the days off are changed, such shift shall be posted for bid.

If it becomes necessary to permanently change the beginning hour of a work shift for less than one (1) hour, the employee will be told of such change three (3) days prior to the effective date of the change.

T-5.5 Vacancies and New Positions

When vacancies greater than 25 days occur or when a new position covered by this agreement is created the vacancy shall be posted for a minimum of 3 days, closing at 15:00 hours and becoming effective the following day. Qualifications being sufficient to warrant a trial period, such position shall be filled upon the basis of seniority of employees making application.

T-5.6 Probationary Period – Upgrade

If, within ninety (90) days after an employee bids in accordance with the preceding paragraph, such employee is found to be incapable of performing his/her new duties, he/she shall be returned to his/her former position without loss of seniority.

T-5.7 Bid Deviation

It is mutually understood that certain shifts in the terminals, where only one (1) employee is on duty, require an employee with reasonable experience. It is agreed in the event of such vacancies, the terminal manager and the representative of the Union will confer in order that a properly experienced employee will be assigned to such shifts.

T-5.8 Employees accepted in another classification in which they have had no previous experience will be given reasonable instructions and **ninety (90) days** to learn the new job.

T-5.9 Notice of Displacement

Employees receiving notice of being displaced or having their position abolished must exercise their displacement privileges within forty-eight (48) hours of notification. When displacement involves transferring to another point, the employee will be given an extension of time to make the determination, which shall not exceed forty-eight (48) hours from time of receiving information from their supervisor as to what positions are available for them to displace on. All notices shall be written.

T 5.10 If an employee misses his/her bid the employee will be passed and shall bid from the remaining full time jobs available. Before allowing part time employees to bid full time jobs remaining on the bid, available full time employees who have been passed, will be given the opportunity to bid on the remaining positions available. Full time employees who have been contacted and who subsequently refuse a full time position will forfeit their full time seniority.

T-6 CLOTHING AND EQUIPMENT ISSUED

T-6.1 The Company will furnish uniforms to terminal employees in accordance with the policy of the Company now in effect. Employees will be required to wear and maintain the uniforms in accordance with Company rules and regulations. Terminal counter staff dealing with the customers will not be permitted to wear coveralls.

Annually, in the month of September, for those employees who are full-time, the Company will defray the cost or the equivalent of:

Ticket Agents: 4 shirts, 2 pants, 2 summer shorts, 2 sweaters, 1 jacket

Baggage and Express: 4 shirts, 2 pants, 2 summer shorts, 2 sweaters, 1 jacket

Every two years: 2 pairs of coveralls, 1 jacket, 1 parka

T-6.2 At the option of the Company we will provide either a safety shoe/boot, or a shoe/boot rebate.

If the Company provides the safety shoe/boot, it will be on a yearly basis purchased from designated national contract vendor.

If the rebate is provided, the Company will provide a rebate of **up to** one hundred and ~~thirty~~ **(fifty)** dollars ~~(\$130.00)~~ **(\$150.00)** or C.S.A. approved safety shoe/boot to all full-time employees who have completed their probationary period. Such employees will be reimbursed once per year no later than December, for the safety shoes/boots provided a receipt for proof of purchase is supplied to the Company. Employees are required by law to wear such safety footwear.

T-6.3 Foul-Weather Gear

The Company shall furnish all terminal employees, required to work outside, foul-weather gear consisting of rain suits and individual parkas.

T-6.4 Cash Drawers

The Company shall furnish terminal employees the necessary facilities to lock and safeguard cash of the Company they are required to handle.

When it is necessary for two (2) or more agents to handle cash on the same work shifts, they shall each be provided with a cash drawer equipped with a lock and key.

T-6.5 Ticket Agent Stools

Ticket agents will be provided with and permitted to use stools.

T-6.6 The Company will provide individual lockers for all employees which will be at least as large as the type known as half size lockers.

T-6.7 Where a terminal employee's uniform is damaged as a result of performing his/her prescribed duties with the Company, he/she shall be reimbursed for the repair of same when properly reported to the Company and upon presentation of a receipt.

The Company will reimburse cleaning of foul weather (outdoor) clothing (i.e. parkas and summer outdoor jacket) twice per season, upon presentation of a dry cleaning receipt. Additional cleaning caused by other than normal daily wear may be approved on a case by case basis. In such circumstances, the employee must, when possible, show the soiled uniform to his/her home supervisor for approval for cleaning.

T-7 SHORTAGES AND OVERAGES

Shortages and overages in cash collections are to be accumulated by individual agents and each agent is to make up net shortages within fourteen (14) days from date of shortage **and all overages must be reported and submitted to the Company.**

T-8 COUNTERFEIT MONEY

The Company agrees that in the event a terminal employee/ticket agent accepts a form of payment for services which subsequently turns out to be counterfeit, the loss will be absorbed by the Company.

It is understood and agreed that during periods when illegal payment methods are known to be occurring and such warning notices have been posted, it is the terminal employee or clerk's responsibility to refuse acceptance of such payments and to immediately notify the Company of the occurrence.

T-9 INSTRUCTION PAY

Terminal employees, upon proper authorization of a Company supervisor, requested to instruct other employees, will receive additional compensation equal to thirty (30) minutes pay of their normal hourly rate, on each day they are assigned to instruct students. The Company will use qualified terminal employees with experience and ability when training new employees.

T-10 SERVICE FOR PAY

- T-10.1 Length of service for pay purposes shall be determined by actual time worked in the Company's service and in each classification except time worked in a higher classification shall be credited also as time worked in all lower classifications.
- T-10.2 Where employees bid a shift that has been posted embracing two (2) or more classifications, their rate of pay shall be the rate of pay per hour according to their accumulated service in the higher classification and they will accumulate seniority in the higher classification for the entire period.
- T-10.3 There shall be no interruption of service accumulation for absence of less than thirty (30) consecutive days.

T 11 WAGE SCALE

T-11.1 CLASSIFICATION

	July 1, 2013	July 1, 2014	July 1, 2015	July 1,2016
Ticket Agent				
Starting Rate	\$18.95	\$19.23	\$19.52	\$19.91
After 6 Months	\$19.04	\$19.33	\$19.62	\$20.01
After 12 Months	\$19.11	\$19.40	\$19.69	\$20.08
After 18 Months	\$19.18	\$19.47	\$19.76	\$20.16
After 24 Months	\$19.33	\$19.62	\$19.91	\$20.31
After 36 Months	\$19.49	\$19.78	\$20.08	\$20.48

	July 1, 2013	July 1, 2014	July 1, 2015	July 1,2016
Baggage/Express Clerk				
Starting Rate	\$18.65	\$18.93	\$19.21	\$19.59
After 6 Months	\$18.71	\$18.99	\$19.27	\$19.66
After 12 Months	\$18.82	\$19.10	\$19.39	\$19.78
After 18 Months	\$18.87	\$19.15	\$19.44	\$19.83
After 24 Months	\$18.96	\$19.24	\$19.53	\$19.92
After 36 Months	\$19.04	\$19.33	\$19.62	\$20.01

	July 1, 2013	July 1, 2014	July 1, 2015	July 1,2016
Ticket Office Clerk				
Starting Rate	\$18.62	\$18.90	\$19.18	\$19.56
After 6 Months	\$18.68	\$18.96	\$19.24	\$19.62
After 12 Months	\$18.78	\$19.06	\$19.35	\$19.74
After 18 Months	\$18.85	\$19.13	\$19.42	\$19.81
After 24 Months	\$18.93	\$19.21	\$19.50	\$19.89
After 36 Months	\$18.99	\$19.27	\$19.56	\$19.95

	July 1, 2013	July 1, 2014	July 1, 2015	July 1,2016
Terminal Janitor				
Starting Rate	\$18.47	\$18.75	\$19.03	\$19.41
After 6 Months	\$18.62	\$18.90	\$19.18	\$19.56
After 12 Months	\$18.78	\$19.06	\$19.35	\$19.74

	July 1, 2013	July 1, 2014	July 1, 2015	July 1,2016
Terminal Package Express/Driver				
Starting Rate	\$17.89	\$18.16	\$18.43	\$18.80
After 6 Months	\$20.16	\$20.46	\$20.77	\$21.19

T-11.2 Employees accepting a bid for combined work on a shift which includes the cleaning of buses and/or the terminal, will be paid a premium of fifty (50) cents per hour. This premium is not subject to overtime pay. It is understood that the overnight janitor/coach cleaning shift in London, Ontario is not eligible for the shift premium. Ticket agents rate of pay will be paid providing the shift bid indicates

such specific duties. This shift is not a combined shift but a shift whose specific duties include servicing coaches.

T.11.3 Shift Premium

All terminal employees who begin their work shift between 3:00 p.m. and 3:00 a.m. will be paid a premium of one dollar, (\$1.00) per hour.

All employees beginning their shift on Saturday and/or Sunday will be paid a premium of seventy five cents (\$0.75) per hour.

OPERATORS

O-1 MANNING OF SERVICE

O-1.1 All motor coaches operated by this Company under its certification and permits and new equipment being picked up at the point of sale, except wrecking equipment, maintenance service and delivering equipment to and from garages will be driven by operators holding seniority in the district where the operation takes place if such operators are available and qualified; provided however, when an emergency requiring a deviation from this rule becomes a practice, the situation will be covered by special agreement between the Union and the Company.

O-1.2 **Employee in Addition to Operator**

In the event the Company institutes service with units requiring an employee in addition to an operator or desires to operate conventional equipment with an employee in addition to the operator assigned to such equipment, the classification rates of pay and working conditions of such other employees shall be a matter of negotiation between the parties and subject to arbitration under the terms of this Agreement.

O-1.3 **Road Failure Bus Replacement**

It is understood that maintenance service as used in this section means where the Company operates a Maintenance facility or has contracts with outside garages, (where spare boards are not maintained) may dispatch a bus driven by a maintenance employee from either garage for the purpose of replacing another bus which is broken down.

O-2 FILLING OTHER POSITIONS

Operators required to temporarily fill the places of other employees not under this Agreement receiving higher compensation, shall receive such higher compensation for all time used in such service. If used in a position which would result in lower earnings, operators will be paid as if they had remained in their regular positions.

O-3 OPERATOR'S LICENSES

- O-3.1 Operators will be required to purchase their original license and all renewals thereof. For the purpose of renewing operator's licenses, the Company will endeavor to have an accredited manager available to authorize such license renewals. The operator will be required to make an appointment within two (2) weeks, upon receipt of notice of expiration of his/her license. In any event, it remains the responsibility of the operator to ensure that he/she has the proper license.
- O-3.2 All operators hired by or transferring to the property of Greyhound Canada Transportation Corp., must possess the appropriate operators license as a condition of employment. It is the responsibility of all operators to maintain a valid Operator's license at all times.
- O-3.3 An operator temporarily downgraded to an Ontario Class "C", or the Quebec equivalent, operator's license must immediately report this to his/her supervisor in order to be allowed to continue to work, however, he/she will be required to upgrade to a Class "B", or the Quebec equivalent, operator's license immediately upon becoming eligible to do so. Failing to do so, he/she will be withheld from service without pay or benefits for a maximum period of thirty (30) days following which termination of employment will result. Notwithstanding the above, it is expressly understood that additional operators may be required to obtain Class "B" operator's licenses in order to maintain the required level of service to the public. In cases where forcing becomes necessary, such forcing will be done in inverse order of seniority at the location required.

O-3.4

Operators bidding runs which travel through international borders must hold a valid border crossing document to be qualified to bid such work and must maintain and keep with them one of the following documents; a valid passport, Enhanced License or Nexus card at all times while on duty.

All spare operators must hold one of the documents listed above and must maintain possession of that document at all times while on duty.

An Operator must inform the Company immediately should he suffer the loss of their passport, Enhanced License or Nexus card. If the border crossing document was lost or stolen, the Operator will be accommodated on the spare board for a maximum of twenty-one (21) calendar days by being passed for border work, but maintain their position on the board. If more than twenty-one (21) days is required for the document to be replaced, the Operator will then placed on a leave of absence without pay until the border crossing document is obtained. Should the loss of the border crossing document be as a result of the Operators failure to renew the document, the Operator will not be granted an accommodation on the board and withheld from service without pay until a valid document is obtained.

O-4 OPERATORS UNIFORMS

- O-4.1 For all operators, the Company will defray the cost of the equivalent of one (1) tunic, two (2) pairs of trousers and the value of four (4) long sleeved shirts every two (2) years commencing from the uniform issue date. Operators will be allowed such monies to substitute, at their discretion, for any parts of a uniform stipulated in the Company uniform policy which shall include parkas and nameplates.
- O-4.2 An operator's basic uniform will consist of tunic, two (2) pair of trousers, nameplate and tie clip. The Company will maintain a posting of the current prices of uniforms.
- O-4.3 In the event the style or specifications of uniforms are changed at any time, operators will be permitted to wear uniforms of prior style or specifications as long as in the Company's opinion, same are in a neat

and serviceable condition; however, when new uniforms are purchased, they must be of the revised specifications.

- O-4.4 Operators will have a choice of regulation uniform long or short-sleeve shirts. When wearing long-sleeve shirts, cuffs and collars will be buttoned and regulation uniform ties will be properly worn. When wearing short-sleeve shirts with regulation uniform coats/jackets, shirt collars will be buttoned and regulation uniform ties will be required. When short-sleeve shirts are worn without jackets/coats, the first (1st) button of shirt collar may be opened and ties will be optional during the period of May 1st to October 15th.
- O-4.5 Where an operator's uniform is soiled or damaged as a result of carrying out his/her prescribed duties with the Company, he/she shall be reimbursed for cleaning or repair of same when properly reported to the Company and the presentation of a dry cleaning receipt. The employee must, when possible, show the soiled uniform to his/her home supervisor for approval for cleaning.
- O-4.6 The Company will pay the cost of any part of any operator's uniform damaged beyond repair or permanently stained while carrying out his/her prescribed duties with the Company.

O-5 OPERATOR'S ACCOMMODATION

A clean, comfortable room with a wash basin, toilet and bath and/or shower for operators is to be provided at all run terminus points where an operator may receive rest.

The current dormitory facilities at 685 Lakeshore Boulevard, East in Toronto is excluded from the inclusion of a bath and/or shower in the room unless a major renovation should take place at this facility.

O-6 OPERATOR'S EQUIPMENT

Certain equipment necessary in the conduct of work including IPP vest, badge, punch, rule book, highway toll transponders, highway toll cards, flashlights, batteries and bulbs will be furnished to the operator by the Company and for which the operator will sign a receipt. The operator will be expected to safeguard this equipment, and if any is lost or damaged beyond use, he/she must make immediate application for replacement, for which he/she will be charged. Operators must turn in all equipment to the Company upon termination of service or upon demand. The Company may provide video to operators for viewing on charters or video schedules.

O-7 MILEAGE LOGS

- O-7.1 When the Company makes mileage logs, the Local Union affected will be notified in writing, and a representative of the Local Union shall accompany the representative of the Company. If more than one (1) Local Union is affected, either Local may request the other Local to conduct the logging upon proper notification to the Company. Copies of such mileage logs shall be furnished to the affected Local Unions within seven (7) days from the completion of the log.
- O-7.2 When the Union has reason to believe that mileage on a route has been changed, a mileage log will be made of said route upon receipt of a written request from the Union. A representative of the Local Union, or Locals, shall accompany the representative of the Company in making such a log. If more

than one (1) Local is affected, either Local may request the other Local to conduct the logging upon proper notification to the Company. Where it is found by logging that the mileage on any route is changed, the new mileage shall be put into effect at the beginning of the next pay period. Requests for a mileage log as the result of route changes by either party shall be made in writing. A date shall be established to conduct said logging within fifteen (15) days of the receipt of the written request. One (1) extension of time not to exceed the fifteen (15) days shall be granted on the request of either party. The parties may mutually agree upon additional extensions of time. Only one (1) mileage check affecting a particular Local Union shall be set in any one (1) week period unless the parties mutually agree otherwise.

The parties agree that G.P.S. units may be used to conduct the required mileage logs.

- O-7.3 In all cases, logging will be done using the quickest route, which is not necessarily the shortest route. The Company will have the final decision on any route changes.

O-8 DETOURS

When the mileage of any tour of duty is increased by more than one (1) mile, the excess miles over the regular mileage shall be paid immediately upon the change.

O-9 ABNORMAL OR MILITARY MOVE

Where other districts (both inter-company and intra-company) holding no seniority are involved in abnormal or holiday military movements, the Company and the President of the Local Unions involved shall determine how operators are to be assigned.

O-10 TIRE CHANGE

Operators shall not be required to change tires or do any mechanical work at garages or terminals where Company maintenance employees are available. If tire or mechanical trouble develops en route, the Company and operator will make every effort to make or secure repairs as quickly as possible. When instructed by the Company the operator will obtain such service at a reasonable cost and will be reimbursed promptly. In the event of so doing, he/she damages or soils his/her uniform, he/she will be reimbursed for repairs or cleaning when properly reported to the Company.

O-11 CLEANING OF BUSES

Whenever possible, buses will be cleaned in garages before going into service, and operators are requested to co-operate in keeping their coaches in reasonably clean condition while they are in service.

Operators on charters who clean their bus, are to claim the actual time spent to clean the coach. Operators are not permitted to produce their own receipt for placing a value on cleaning.

O-12 READY LINE

Buses will be placed on a ready line so that operators will be able to pick them up without danger to their safety record.

O-13 DELAY AND CANCELLATION

- O-13.1 In the event an operator, through no fault of his/her own, is delayed on his/her run and arrives at a terminal too late to secure the required rest and then pull his/her return run, he/she will be guaranteed compensation equal to the compensation he/she would have earned on his/her return run. This rule is not applicable when, through no fault of the Company, service is suspended. When service is suspended through no fault of the operator, the operator will receive reasonable actual expense for lodging and meals after his/her regular scheduled departure time when held at any away-from-home terminal.
- O-13.2 When service is suspended due to weather conditions **on the route**, any regular operator who is due to report and has reported, will be paid for that day's work. Notice that service has been suspended will be considered adequate if given at home or the normal report point two (2) hours before normal report time even if the operator cannot be contacted.
- O-13.3 When an operator is required to take care of the coach and/or passengers while en route, he/she shall be paid at his/her straight-time hourly rate for all time delayed with reasonable actual expenses for meals. Border crossing delays are not included in this section but are covered by O-13.6.
- O-13.4 When a regular operator arrives at a point other than his/her normal away-from-home terminal and is held, he/she shall be paid his/her hourly rate; eight (8) hours out of each twenty-four (24) hour period, the eight (8) hour period to commence at the time his/her return trip is scheduled out of the away-from-home point where he/she is being held, or after becoming eligible. Reasonable actual expenses for lodging and meals will be allowed.
- O-13.5 A regular operator held at his/her normal away-from-home terminal on Company orders due to cancellation of service will be guaranteed eight (8) hours pay at his/her hourly rate in each twenty-four (24) hour period after the first such twenty-four (24) hour period. The start of the first (1st) twenty-four (24) hour period will be the scheduled leaving time of the operator's bid run. Reasonable actual expenses for lodging and meals will be allowed.
- O-13.6 Operators delayed en route, and who arrive at their destination more than one-half ($\frac{1}{2}$) hour late, will be paid for all time in excess of one-half ($\frac{1}{2}$) hour at the applicable straight-time hourly rate. This clause shall likewise be applicable to intermediate time off on multiple parts of regular assignments.
- Should a supervisor instruct an Operator to perform passenger pickups or drop offs at locations not designated on the schedule, the Operator will be compensated for all miles driven plus all time in excess of his scheduled running time at one and one-half ($1\frac{1}{2}$) times the hourly rate.
- O-13.7 If a regular operator's scheduled departure is delayed due to instructions from a supervisor, he/she shall be paid for such delay time at his/her applicable hourly rate. It is understood that any delay time paid due to this article will be added to the normal running time of the schedule if claiming delay time with reference to article O-13.6.

O-14 RUN DESCRIPTION

- O-14.1 General bids will be posted at each work location. The bids will include a numbering system for each job and the following information will be specifically listed:
- a) Sign on and off time of assignment.
 - b) Leaving and arriving time of schedules operated.
 - c) Hours, miles and trip rates allowed for normal operation.
 - d) Designation of home terminal.
 - e) Terminal - garage and vice versa movements.
 - f) Designate work tour and first (1st) relief days.
 - g) Whether run goes off route to pick up or drop newspapers.
 - h) Express or local runs.
 - i) Spread time.
 - j) Any paid GCX stops.
 - k) Border pay on regular runs
 - l) Hours credited for the calculation annual overtime
- O-14.2 The Company will consult with the Union fifteen (15) days prior to implementing run bids and a copy of proposed run bids will be given to representatives of the Union five (5) days before posting. The Company will, at their discretion, allow a run bid committee of no more than four (4) members selected by the Union to present schedule and run bid recommendations.

O-15 MATERIAL CHANGE

- O-15.1 When regular assignments in a seniority district are so changed that working conditions are materially changed, they shall be cancelled and new assignments advertised for bids. In the application of this Section, the following will be considered "material changes."
- a) Change of location of assignment.
 - b) Change of more than one (1) hour in signing on or off time of assignment.
 - c) Change of assignment resulting in a difference of **two hundred and fifty dollars (\$250.00)** or more per month in earnings.
 - d) Change of day or days off.
 - e) Change of garage or terminal pull in or out.
 - f) Change from express run to local or vice versa.
- O-15.2 All assignments will be cancelled and a general run bid conducted when thirty-five percent (35%) or more of the runs are affected by any of the material changes set forth in this Article.

O-16 REGULAR OPERATORS WORKING SPARE

- O-16.1 All spare work will be performed by spare operators except that when no spare operators are available and qualified, regular operators may be used. In the event a regular operator is used to perform spare work on his/her relief days, he/she shall receive the daily minimum rate for regular operators, or overtime rate for his/her regular miles, spread time, border crossings, GCX allowance and garage miles. At the away-from-home point, such regular operator so used shall either be D.H.O.C. home at the overtime rate for cushioning or may be held over for proper rest. If qualified and available and after arrival at the away-from-home point he/she is not D.H.O.C. or used to drive on the first (1st) available assignment or two (2) hours whichever is later, he/she shall be paid at the overtime hourly rate from such time until he/she is D.H.O.C. or commences a driving assignment.

- O-16.2 A regular operator protecting or used outside of his/her regular tour of duty will be compensated at time and one-half (1½) his/her mileage, trip or hourly rate whichever is greater with a minimum of four (4) hours pay at his/her regular rate of pay.
- O-16.3 Regular operators will not be held for protecting purposes for more than six (6) consecutive hours.
- O-16.4 In the event a regular operator is used under the provisions of this Section and such deprives him/her of his/her regular run, he/she will be paid his/her regular run in addition to his/her overtime earnings.
- O-16.5 At the beginning of each run-bid, all regular operators will be placed on an overtime sheet maintained by the Company in order of seniority from each spareboard location for the purpose of assigning overtime work. The operators' name will remain on the sheet for the period of the run-bid, or until he/she has been used or has refused an assignment at which time the operators' name will again be placed on the overtime sheet at the bottom of the list. Operators who choose not to be on the overtime list, will submit in writing to be removed from the list.
- O-16.6 Operators on the super board will be used first in, first-out. If he/she is called for an assignment that will interfere with his/her regular bid run, he/she may be passed and the assignment will go to the first (1st) super board operator who can complete the assignment without interfering with his/her run. In the event no super board operators are qualified, the first (1st) up operator on the super board will be used.

The super board must be depleted before regular men from out-of-town locations can commence work at an away-from-home location. Regular operators who commence work from their home location, and arrive at an out-of-town location may be utilized back to their home terminal or in any direction, providing that the spare board is depleted.

- O-16.7 At an away-from-home point, if the spare board is depleted and there are no spare operators qualified, regular operators from that seniority district will be stepped up to their home terminal.
- O-16.8 Runarounds occurring under this Section will come under the runaround provision.
- O-16.9 **Operator's Holiday Service**

Regular operators who have their runs canceled or work extra on a holiday will be paid as follows:

Notification of holiday service changes will be posted at least seven (7) days in advance. This notice will show each run that is affected.

The following will apply when the Company implements Holiday Service:

1. If the run is cancelled and there is no alternate work for the operators, they will be paid their normal run as if they had worked that day at his/her regular rate of pay.
2. Operators who are being paid their regular crew value, and do not have any run to pull on the holiday, are to be available for work within the normal working time of their crew. Available means that they are able to work as required during their regular crew hours.
3. If the run is changed, the operator will receive a minimum equal to what his/her run would normally pay. Any miles or hours worked outside his/her normal tour of duty will be paid at time and one-half (1½).

e.g.; A operator that is normally scheduled to operate one hundred and fifty (150) miles and start at 0700 hours and finish at 1800 hours;

- a) If the run is changed so that the operator starts at 0900 hours and finishes at 1900 hours and the miles are the same, the operator would receive one (1) hour's pay at time and one-half (1½). (One (1) additional hour at the end of the run.)
- b) If the run is changed so that the operator starts at 0600 hours and finishes at 1800 hours, the operator would receive one (1) hours pay at time and one- half (1½). (One (1) hour earlier at the beginning of the run.)
- c) If the run is changed from one hundred and fifty (150) to two hundred (200) miles, the operator will be paid the extra fifty (50) miles at time and one- half (1½).
- d) If the run is changed so that the operator starts at 0600 hours and finishes at 1900 hours and the mileage changed from one hundred and fifty (150) to two hundred (200) miles, the operator would be paid two (2) hours and fifty (50) miles at time and one half (1½). (One (1) hour at the beginning and one (1) hour at the end of the run, plus the fifty (50) miles extra.)

If operators are given a specific assignment from their home terminal, they will not be used for protection or other work except as specified in the Collective Agreement under O-16, REGULAR OPERATORS WORKING SPARE.

In all cases, operators who are not in their home terminal at least nine (9) hours before the show time of their next days work, will not be required to operate the next days trip and will be compensated for all lost wages.

O-17 REGULAR MEN STEP-UP TIME

A regular operator who, on orders of the Company, leaves ahead of his/her regular assignment, will be paid his regular assignment and in addition, will be paid for the difference in full hours between the actual departure time and the regular departure time at his/her regular hourly rate if stepped up at this away from home point and at time and one-half (1½) if stepped up at his/her home terminal. Twenty-nine (29) minutes or less will not be counted and thirty (30) minutes or more will be counted as a full hour.

O-18 SPARE WORK - SPARE OPERATORS

Spare work will be performed by spare operators. Regular operators shall be used when spare operators are not available or qualified. Spare operators working hold-downs shall be considered as regular operators and come under all provisions governing regular operators for the period of the hold-downs at their basic rate.

O-19 FIRST IN - FIRST OUT

As a primary principle, at points where spare boards are maintained, home board spare operators will be worked on a first-in, first-out basis.

- (a) One-way assignments dispatched from locations other than Toronto will be assigned on a first-in/first-out basis for all work destined toward their home terminal.

An out-of-town operator who needs to work to another board to pick-up work destined toward their home terminal will be worked first-in/first-out along with operators from the other board. e.g. A Kitchener operator in Ottawa must work to Toronto before the operator can pick-up a trip to his home terminal, therefore the Kitchener operator will be worked from Ottawa to Toronto on a first-in/first-out basis along with Toronto operators. Toronto operators in Montreal will be first-in/first-out along with Ottawa operators. London operators will be worked from Buffalo to Toronto on a first-in/first-out basis along with Toronto operators.

- (b) For work originating in Toronto including overloads, open one-way work, and one-way charters or specials, refer to the following chart to determine the order of assigning spare board operators. In all cases the termination point of the work shall determine the order of the driver used.

<u>Termination Point</u>	<u>Order of spare board drivers to be utilized</u>
Windsor / Detroit	Windsor – London – Toronto – All others on a first-in/first-out basis*
London	London – Windsor – Toronto - All others on a first-in/first-out basis*
Kitchener / Guelph	Kitchener / Guelph – Toronto - All others on a first-in/first-out basis*
Buffalo / Niagara Falls	Niagara Falls – Toronto - All others on a first-in/first-out basis*
Barrie	Barrie – Toronto - All others on a first-in/first-out basis*
Peterborough	Peterborough – Toronto – All others on a first-in/first-out basis*
Ottawa	Ottawa/Montreal** - Toronto - All others on a first-in/first-out basis*

* Drivers whose home board is geographically toward the termination point of the work will take precedent over other out of town spare board operators. For example an Ottawa driver would be used before a London driver on a Peterborough overload, a Kitchener driver would be used before an Ottawa driver for a Detroit overload.

** Ottawa/Montreal drivers will be used on a first-in/first-out basis regardless of their home board.

In cases where dispatch has determined the need to manage fleet movement, one-way or overload assignments can be attached to deadheads or deadhead on cushions to fulfill these needs. Such work will be considered as one assignment. If the assignment is changed enroute then the runaround clause shall apply. For example: a London operator can man an overload to Kitchener so long as it is determined ahead of time that the driver is to deadhead or cushion to London at the completion of the assignment, or an Ottawa driver could be used for Peterborough work before a Toronto driver if there is a need to send the bus or driver on to Ottawa. At no time however can this clause be used to bypass the use of home board operators for the assignment. Using the last example if there were a Peterborough spare board operator available, he or she would be used first at all times.

O-20 SPARE BOARD CHANGES

- O-20.1 The provisions of this Agreement concerning spare boards may be changed from time to time by written supplemental agreement between the Company and the Union when the purpose of such change

or changes is to equalize employment, provide a more satisfactory operation, cover matters not provided for herein, or promote harmony in the conduct of said spare boards.

O-21 STANDARD CALL - SHORT CALL

- O-21.1 Spare operators to be considered as available under the provisions of this Article must provide themselves with a telephone in order that they may be called in proper turn. The Company will cooperate with operators and upon request will furnish them with information as to their standing on the spare board and probable time they may be called. Operators will be called as nearly as practicable three (3) hours before the time they are required to report for duty.
- O-21.2 Operators may be called in less time than the standard call established herein. Operators shall report promptly and shall be compensated for the difference in time between the short call and the standard call, calculated in fifteen (15) minute segments at their regular hourly rate, and otherwise, fall within the protecting provisions of the Labour Agreement. The short call is to be used only in emergency situations, such as airport charter, unexpected illness of an operator, accident and road failure replacements. Spare operators who cannot accept the short call will be passed and remain in their proper position on the spare board. Runaround penalties will not be applicable. It is understood that second (2nd) and subsequent doubles will be considered "emergency situation".

O-22 CALL VERIFICATION

When a supervisor dials an operator's number and receives no answer, he/she will have a contract employee make a second call when available; to confirm the supervisor's attempt to reach the operator **or calls may be recorded or logged through an automated verification system.**

O-23 MISS OUTS

- O-23.1 When a spare operator fails to report for duty at his/her home terminal as assigned by dispatch, he/she will be removed from the spare board for twenty-four (24) hours and then placed at the bottom of the board. If an operator cannot be contacted he may only be flipped and placed at the bottom of the board.
- O-23.2 When a spare operator fails to pull the first (1st) open assignment by reasons of miss out or book off for personal reasons at an away-from-home point, he/she shall be cushioned home without pay and removed from the spare board for twenty-four (24) hours and then placed at the bottom of the spare board; however, this period off the spare board will be twenty-four (24) hours for spare operators who book off due to sickness at an away-from-home point. For spare board placement, this shall not be earlier than the first (1st) schedule he/she could have D.H.O.C. on to his/her home terminal. An operator requesting to book off for personal reasons will be granted same at the discretion of the Company, it being understood that the minimum period of book off will be twelve (12) hours.
- O-23.3 For the purpose of this Article, a twelve (12) hour book off in any twenty-four (24) hour period will constitute an unavailable day.

O-24 PROPER REST

- O-24.1 **At Home**

A normal three (3) hour call to report for work will be made only after the operator has been off duty for nine (9) hours. The operator would report on the thirteenth (13th) hour for protection or assignment.

O-24.2 **Away from Home**

Same as the above except that the operator would report on the tenth (10th) hour for protection or assignment. In other words, he/she will receive a one (1) hour call when away from home. All spare operators and regular operators working, who are required to secure their rest, must have eight (8) hours off from arrival time before receiving a call.

O-24.3 If a spare operator does not have proper rest, he/she shall maintain his/her position on the spare board until he/she has proper rest to resume service.

O-24.4 A spare operator at his/her home spare board may declare nine (9) hours of rest if, since his/her last period of rest, his/her earnings exceed **two hundred (200)** miles driven or his/her charter miles and/or hours of D.H.O.C. miles exceed the equivalent of **two hundred (200)** driving miles. All earnings will be included.

Operators remain first up on **their home** spare board until they **have worked or protected for a minimum of six continuous hours. If an operator is flipped to the bottom of the board before six hours and work develops that said operator was qualified for the runaround clause applies.**

O-25 WORK WEEK/OVERTIME

O-25.1 All time worked in excess of eleven (11) hours per day, or ninety six (96) hours per bi-weekly pay period or in excess of:
560 hours in the first seven pay periods of the year or,
480 hours in the next six pay periods of the year or,
560 hours in the next seven pay periods of the year or,
480 hours in the next six pay periods of the year
shall be considered overtime unless otherwise provided for in this Agreement. If overtime is paid on a daily or bi-weekly basis it will not be required to be paid on the 560 or 480 basis.

O-25.2 For the calculation of overtime, the following shall be used:

- a) All driving time.
- b) Show time on regular runs and overloads.
- c) Fifteen (15) minutes at the end of all assignments.
- d) Delay time
- e) Protect time
- f) Border Crossings
- g) **(See Letter of Understanding Re Travel Time)**
- h) Charter hours
- i) Layover on runs paid under the regular operator's bi-weekly guarantee will be calculated at half (1/2) time.
- j) Commuter Operators as defined in O-25.4 and paid Commuter Operator's bi-weekly guarantee, with layover in excess of four (4) consecutive hours, will accrue all layover time.

- k) Operators who are paid under the regular operator's bi-weekly guarantee and who are requested to be available for the first two (2) hours of their layover, from June 15th to September 15th.
- l) An extra thirty (30) minutes will be allowed for all ~~runs~~ **schedules** that start and/or finish in Detroit.
- m) DHOC time
- n) **Training hours**

The Company will provide an annual detailed recap of the calculation used to determine the annual averaging paid to all operators.

- O-25.3 If a spare operator works on two (2) assignments in the same day, each assignment will be treated as a separate day's work, and no overtime will be claimed for that day, unless the operator is entitled to overtime pay on either assignment by itself. However, all hours worked will be computed in the bi-weekly and yearly overtime.
- O-25.4 Commuter Operators are defined as regular operators originating from the following cities, Guelph, Kitchener, Cambridge, Niagara Falls, St. Catharines, Orillia, Hamilton, Brantford and Barrie. The operators will have a five (5) day maximum workweek. Any additional locations to be added as commuter work will be done with a Letter of Understanding.
- O-25.5 Commuter Operators will be expected to perform work during their layover. Notification for such work will be given with one-hour notice during the layover period when possible. Commuter Operators on layover will be required to check that all coach amenities are operational and that the coach interior and exterior has been cleaned and ready for return trip. All layover time on these assignments will accrue as defined in O-25.2 (j).

Commuter operators may be used in revenue service when spare boards are depleted, or for non-revenue service, or on revenue service from a commuter city as stated in O-25.4, provided they are used in a normal spare board rotation.

- O-25.6 Each operator will be entitled to a book off of at least thirty-six (36) consecutive hours at his/her home terminal each week provided the Operator has not received a 36 hour period of off duty time, or forty-eight (48) hours every two (2) weeks. An operator who has received forty-eight (48) consecutive hours rest in the bi-weekly pay period, will not be entitled to overtime for working in excess of forty-eight (48) hours in one (1) of those weeks. However, all work performed during the two (2) weeks will apply to the ninety-six (96) hour overtime averaging. Operators who do not book time off and who are shown as on call and cleared by dispatch that they will not work on this day, will be shown as having consecutive time off. The day will not penalize the bi-weekly guarantee. The run-around provision will be applicable should an operator be told he would not work and then be required.
- O-25.7 Spare board operators who physically work thirteen (13) or fourteen (14) consecutive days in the pay period will be entitled to the overtime rate of pay on the thirteenth (13th) or fourteenth (14th) day.
- O-25.8 The overtime rate of pay as outlined below:

Effective July 1, 2013	\$ 10.61
Effective July 1, 2014	\$ 10.77
Effective July 1, 2015	\$ 10.93
Effective July 1, 2016	\$ 11.15

- O-25.9 Employees shall not be required to take time off or change designated days off in order that the payment of overtime may be avoided.

O-26 SPARE OPERATOR PLUGGING OF RUNS

When regular assignments are paid under the minimum day provision of this Agreement, spare operators performing the full assignment will receive the minimum day's pay. It will be the practice to assign spare operators for the full day's assignment on turn-around divisions, and for straight-away divisions, the spare operator will perform the first (1st) days work of the regular operator.

O-27 SPECIFIC TOUR & REGULAR RUNS

- O-27.1 Spare operators not on protection will be assigned to regular open runs or known doubles direct from Detroit terminal one (1) hour prior to schedule departure time. Operators on protection at Windsor will be assigned to open runs or known doubles one (1) hour prior to schedule departure time from Detroit terminal. Protection pay shall be paid for the above one (1) hour.
- O-27.2 Charters and specials that go through international borders, in addition to the appropriate deadhead miles will be plugged one and one half (1½) hours prior to depart time: e.g. from Windsor one and one-half (1½) hours prior to departure time out of Detroit; From Niagara Falls one and one-half (1½) hours prior to departure time out of Buffalo.
- O-27.3 All spare operators on protection shall be paid the protecting rate from the time they report according to instructions from the Company up to the time of the departure of the assignment.
- O-27.4
1. Out of town spare operators will be paid their regular hourly rate from the time they are asked to protect, or two (2) hours after their arrival time, whichever is earlier at the locations listed below:
 - a) Kitchener, Ontario.
 - b) Guelph, Ontario.
 - c) Peterborough, Ontario.
 - d) Cornwall, Ontario.
 - e) Manawaki, Quebec.
 - f) Buffalo, New York
 2. If a spare operator is released, provided with hotel accommodations and receives proper rest (eight (8) hours + one (1) hour call), he/she will not be eligible to claim protection time.
 - i) Upon getting fresh, out of town spare operators will be paid their regular hourly rate from the time they are instructed to protect, or two (2) hours after getting fresh, whichever is earlier.
 - ii) If a spare operator is released to a hotel expecting to receive proper rest, but is called back beforehand on a short call basis, he/she will be paid all time up to receiving the assignment, less two (2) hours.
 - iii) If a spare operator is released to a hotel expecting to receive proper rest, but is called back within two (2) hours, he/she will be paid all time.

It is understood that there will be no pyramiding of hours with respect to the short call.

3. If multiple spare operators are being held as noted herein, then only the operator first (1st) up is covered. It is understood that where there are multiple operators involved, if the first (1st) up operator becomes active, the next up operator becomes eligible under this clause.
4. It is further agreed that should a bona fide problem develop with this Agreement, the Company and the Union will meet in order to determine a suitable solution to the problem before a grievance is submitted.

O-28 SPARE OPERATOR ON REGULAR RUN

A spare operator on a regular run assignment shall be considered as a regular operator on said assignment for the duration of such regular run and be paid accordingly.

O-29 LEASED EQUIPMENT

- O-29.1 **If the Company uses leased buses other than its own and is unable to secure such equipment without taking the operators of the lesser, such rentals shall be conducted by the regular operator or properly assigned spare board operator. In instances where the rental is not conducted, the lost miles will be paid to the first (1st) up qualified spare board operator on the spare board with hours to drive the assignment from the board where the rental originates. If no operators are available at the originating Board payment will be made to the first (1st) up qualified spare board operator on the nearest spare board with hours to drive the assignment.**

In accordance with the scheduled time of the assignment the leased bus is operating, operators will not be entitled to a second (2nd) claim during the time the first (1st) rental would still be working but will remain qualified to take a driving assignment. If there are not enough spare operators available when multiple rentals are leased, the above order will apply to the nearest spare board.

- O-29.2 When rental or conducting assignments are to be implemented, the Company will assign the rental tickets to the first (1st) up qualified operator as per clause O-29.2 board who did not operate the schedule from which the rental coach originated. Rental coaches will be recorded as the last overload section on any schedule unless used with a conducting Operator.
- O-29.3 Operators who have a book off will not be entitled to any claims under this article nor will any operator have a claim if the regular operator on that particular run is conducting on the leased equipment.
- O-29.4 The Company will supply the Union with a list of all leased equipment within seven (7) days the leased equipment was used. The list will show the date, departure time and location, arrival time and location, lessor's name and name of the operator paid or, is entitled to the claim.

O-30 RUNAROUNDS

- O-30.1 Except as otherwise provided in this Agreement, a runaround occurs when a spare board operator who is available and qualified, is used for service for which another spare board operator should have been used.
- O-30.2 A spare operator, who through no fault of his/her own is run around, shall upon written notification to the operator's supervisor at the point where he/she was run around, or to his/her supervisor, be paid thirteen (13) hours, at his/her applicable hourly rate, and shall retain his/her position on the spare board. Only the first (1st) eligible operator who was run around or miss-assigned shall receive run-around compensation for this occurrence.
- O-30.3 A spare operator will not be considered as being run around more than once during the period it takes to complete the assignment on which he/she was run around.
- O-30.4 This shall not be applicable to runarounds involving leased equipment.
- O-30.5 Regardless of circumstances, an operator shall not be considered as having been run around more than twice in any twenty-four (24) hour period under the provisions of the Article.

O-31 NEW EQUIPMENT

When operators are required to deliver new equipment in non-revenue service, they will be paid under the charter clause.

O-32 CHARTERS

- O-32.1 Charter service will be manned by operators from the spare board on the basis of first-in, first-out, except a specific operator may be assigned thereto on written request of the chartering party. When a specific operator is requested to handle a charter, said written request must be made at the time the charter is arranged for. A copy of the written request will be mailed immediately to the Local Union representative at that location.
- O-32.2 The Company may designate a specific operator where the charter movement requires a government security check, or on mutual agreement with the Union, for a high profile media coverage or non-revenue promotional charter.
- O-32.3 Charters originating at a joint point with other Greyhound companies, operating over the territory of Greyhound Canada Transportation Corp. (Eastern Division) will be driven by Greyhound Canada Transportation Corp. (Eastern Division) operators.
- O-32.4 An operator will be allowed to complete a charter, if his/her hours of service permit. If the hours do not permit completion, the charter will be worked board-to-board, with the operator continuing to the furthest board that his hours of service permits. This will not apply where an operator is requested on the charter.
- O-32.5 Operators so used will be paid their mileage, daily or hourly rate for all hours on duty, whichever is greatest. However, if such special party or charter service is of four (4) hours or less duration, will

receive the minimum as outlined below. Such minimum shall apply to a one (1) day charter and shall be inclusive of all allowances.

Effective July 1, 2013	\$ 72.40
Effective July 1, 2014	\$ 73.49
Effective July 1, 2015	\$ 74.59
Effective July 1, 2015	\$ 76.08

O-32.6 Special/Charter Work

i) A one (1) day charter will pay hourly rates (actual hours on duty) or on the basis of one (1) hour preparation and loading time, together with the trip or en route mileage rate and hourly rate with a maximum of fifteen (15) hours for waiting time at lay-over point or points, whichever is greater. If an operator does not claim any miles on the one (1) day charter, the hourly rate as outlined below will be paid from start to finish at the garage. Where miles are claimed he will be paid the regular mileage rate and an hourly rate as outlined below for the charter layover.

No Miles Claimed

Effective July 1, 2013	\$ 18.46
Effective July 1, 2014	\$ 18.74
Effective July 1, 2015	\$ 19.02
Effective July 1, 2016	\$ 19.40

Miles Claimed

Effective July 1, 2013	\$12.92
Effective July 1, 2014	\$13.11
Effective July 1, 2015	\$13.31
Effective July 1, 2016	\$13.58

A one (1) day charter shall be any charter or special service whereby an operator does not receive his/her normal consecutive eight (8) hours off-duty period.

b) A two (2) day charter or more will pay hourly rate or mileage rate whichever is greater. A minimum of eight (8) hours on-duty time will be allowed in each twenty-four (24) hour period. The start of a twenty-four (24) hour period is the exact time the charter or special service terminated on the first (1st) day. On the second (2nd) and consecutive days of a multiple day charter mileage and hours may be prorated.

c) Operators assigned to charter movements will render the service as defined on the charter order. Should additional service be requested by the charter sponsor, the nearest supervisor must be contacted for approval of the additional service and quote the additional cost for this service. Extra hourly payment will not be submitted by the operator unless additional charges are made. Operators are required to obtain the signature of the person in charge of the group where additional service is requested or where service was performed and was not on the original itinerary or charter contract.

- d) A regular operator accepting a request charter must work his/her regular assignment in full or book off the complete assignment. A regular operator will not be allowed to lay off at the away-from-home point, or during his/her tour of duty, in order to operate a request charter.
- e) If an operator is plugged on a charter, and the charter is cancelled, he/she will be paid under this charter language, which will not be less than a four (4) hour minimum, then placed at the bottom of the spare board.

O-32.7 Charter List

A charter list will be established at each spare board point for the purpose of assigning multiple day charters of more than five (5) days. A spare operator may sign this list at any time after becoming a member of the spare board. Assignments from the charter list will be made according to their position on the spare board on a first-in, first-out basis. If a spare operator wishes to remove his name from the five (5) day charter list, he must give five (5) days written notification to a Company supervisor and will not be eligible to re-sign the five (5) day list for a period of thirty (30) days from the effective date of removal. Removal will take place at 23:59 hours of the fifth (5th) full day of notification. Charter lists will be updated a minimum of twice a year.

In the event no spare operator signs the charter list or the charter list becomes depleted, charters will be assigned on a first-in, first-out basis.

- O-32.8 Spare operators when assigned to a charter and finish at an away-from-home point will contact the nearest dispatch point for instructions. If instructed to deadhead or D.H.O.C. to an away-from-home board point, he/she may be held for up to thirty-five (35) hours based on the original departure time of the charter. When operators are cushioned home under this Article and other spare operators are available at this point, it will not be considered a runaround.

O-32.9 Regular Operator Charters

Payment of time and one-half (1½) will be applicable when regular operators operate charters or special work on their days off or in addition to their regular assignments. Time and one-half (1½) shall not be paid on request charters.

- O-32.10 Plug-in time will be actual arrival time at the garage.

SIGHTSEEING WORKING PROCEDURES

1. All trained sightseeing operators will be on the sightseeing board and eligible to be utilized on sightseeing schedules. Those Toronto based operators that did not operate more than three (3) sightseeing schedules the previous year will receive a one (1) day refresher on the City and Niagara tour.

Out of town sightseeing operators on request will receive two (2) days refresher training provided they did not work more than three (3) sightseeing schedules the previous season.

Sightseeing operators on refresher training will receive the equivalent of one (1) day's vacation pay for spare operator or any operator on his/her day off, or lost wages for a regular operator for each day of training.

2. Hotel pickups will be done by non-sightseeing operators in the event a qualified sightseeing operator is not available. Operators performing the hotel pickups will receive a flat rate as outlined below. In the event a qualified operator was available and deprives the non-trained operator of any known assignment the operator will be compensated for the lost assignment.

Effective July 1, 2010	\$ 32.97
Effective July 1, 2012	\$ 33.46
Effective July 1, 2012	\$ 33.96
Effective July 1, 2012	\$ 34.64

3. In the event the Toronto sightseeing board is depleted, out-of-town qualified operators from the closest spare board will be utilized.
4. Operators needed for sightseeing protection may be brought around other spare board operators for the sole purpose of sightseeing protection. These operators will remain on protect and will not be limited to six (6) hours protect.
5. Sightseeing operators who started protection in the normal order of the board will be eligible for any other work during their protection time as long as that work does not interfere with the normal sightseeing duties. Such work will be claimed as an assignment separate from sightseeing work.
6. Operators on sightseeing protect will be paid at an hourly protection rate as outlined below:

Effective July 1, 2013	\$ 19.10
Effective July 1, 2014	\$ 19.38
Effective July 1, 2015	\$ 19.68
Effective July 1, 2016	\$ 20.07

7. Sightseeing operators on protect who perform hotel pickups only, will be paid the sightseeing protect rate and remain on protect following the completion of the hotel pickups.
8. Operators no longer required to protect sightseeing schedules will be dropped to the foot of the spare board. Out-of-town operators will be eligible to be worked to and towards their home terminal.

O-33 MEAL ALLOWANCE - MULTIPLE DAY CHARTERS

- O-33.1 The Company will pay reasonable actual expenses for meals and lodging of operators with a maximum meal allowance of eight dollars (\$8.00) per meal.

O-33.2 An operator will be paid for a meal every six (6) hours after departure time of the charter with a maximum of three (3) meals in every twenty-four (24) hour period. On subsequent days, meals will be claimed and paid on the same hour as the original day.

O-34 WAGE SCALE – OPERATORS Hired prior to ratification Oct 3 2013

O-34.1 **Mileage Rates (Per Mile):**

	July, 1 2013	July, 1 2014	July 1, 2015	July 1, 2016
Mileage Rate				
Starting Rate	\$0.7882	\$0.8000	\$0.8120	\$0.8282
After 6 Months	\$0.7960	\$0.8079	\$0.8200	\$0.8364
After 12 Months	\$0.8040	\$0.8161	\$0.8283	\$0.8449
After 18 Months	\$0.8117	\$0.8239	\$0.8363	\$0.8530
24 Months And Thereafter	\$0.8234	\$0.8358	\$0.8483	\$0.8653

Hired after to ratification Oct 3 2013

Mileage Rates (Per Mile):

	July, 1 2013	July, 1 2014	July 1, 2015	July 1, 2016
Mileage Rate				
Starting Rate	\$0.6587	\$0.6686	\$0.6786	\$0.6922
After One Year	\$0.6999	\$0.7104	\$0.7211	\$0.7355
After Two Years	\$0.7411	\$0.7522	\$0.7635	\$0.7788
After Three Years	\$0.7822	\$0.7939	\$0.8058	\$0.8219
After Four Years	\$0.8234	\$0.8358	\$0.8483	\$0.8653

	July, 1 2013	July, 1 2014	July 1, 2015	July 1, 2016
Hourly Rate				
Starting Rate	\$16.43	\$16.68	\$16.93	\$17.27
After 6 Months	\$16.50	\$16.75	\$17.00	\$17.34
After 12 Months	\$16.56	\$16.81	\$17.06	\$17.40
After 18 Months	\$16.62	\$16.87	\$17.12	\$17.46
24 Months And Thereafter	\$16.72	\$16.97	\$17.22	\$17.56

	July, 1 2013	July, 1 2014	July 1, 2015	July 1, 2016
Hourly Protection				
Protection Rate	\$15.80	\$16.04	\$16.28	\$16.61
Hourly Rate	\$16.72	\$16.97	\$17.22	\$17.56
Sightseeing Protection	\$19.10	\$19.39	\$19.68	\$20.07
Overtime Rate	\$10.62	\$10.78	\$10.94	\$11.16
Spread Time	\$2.22	\$2.25	\$2.28	\$2.33

	July, 1 2013	July, 1 2014	July 1, 2015	July 1, 2016
Tours				
Hotel Pick Up Rate	\$32.97	\$33.46	\$33.96	\$34.64
Toronto City Tour	\$98.89	\$100.37	\$101.88	\$103.92
Casa Loma Tour	\$119.13	\$120.92	\$122.73	\$125.18
Niagara Tour	\$243.08	\$246.73	\$250.43	\$255.44
Royal Botanical Tour	\$184.58	\$187.35	\$190.16	\$193.96
CN Tower Tour	\$118.66	\$120.44	\$122.25	\$124.69
On/Off Tour-Per Hour	\$19.10	\$19.39	\$19.68	\$20.07
Layover	\$15.80	\$16.04	\$16.28	\$16.61

	July, 1 2013	July, 1 2014	July 1, 2015	July 1, 2016
Special/Charter Work				
No Miles on One Day	\$18.46	\$18.74	\$19.02	\$19.40
Miles Claimed	\$12.92	\$13.11	\$13.31	\$13.58
Article O-32.5	\$72.40	\$73.49	\$74.59	\$76.08

O-34.2 Trailers

Should an operator be required to tow a “pup” trailer, the operator will be compensated in addition to their regular pay, for each scheduled trip the equivalent of an additional thirty (30) minutes of pay at the regular hourly rate.

An operator will not be required to load, unload or attach a trailer being towed by a bus. An operator will normally not be required to detach a trailer, however, should an operator be required to detach a trailer the operator will be paid an additional fifteen (15) minutes pay at their regular hourly rate. While on route, if an operator is delayed due to any problem with the trailer, the operator will be compensated for all delay time in accordance with Section O-13.3. All responsibility for loading and unloading will be borne by the Company.

Any trailer that will be assigned to a job on a master bid will be identified on the master bid.

O-34.3 Minimum Daily Rate

The minimum daily rate for regular operators shall be two hundred (200) miles at the applicable mileage rate.

O-34.4 Protecting time will only be paid for actual hours, or portion thereof, protecting. Out-of-town operators will be assigned in accordance with article O-27.

O-34.5 Regular Operator’s Guarantee

Regular operators on regular assignments whose total pay is less than the equivalent of two thousand three hundred and fifty (2350) miles per pay period at their applicable rates will be guaranteed the equivalent of two thousand three hundred and fifty (2350) miles pay for such period. In the event of cancellation or curtailment of assignment, for whatever reason or in the event of

book-off, **vacation, accrued statutory holidays, or sick days** the guarantee shall be reduced proportionately in the following manner:

Miles driven x 2350 x applicable rate of pay
Miles scheduled per pay period

Any and all compensation ~~including earnings and allowances in any~~ **earned in a pay period excluding earnings while on the Super Board** shall apply to bi-weekly guarantee herein provided. Cost-of-Living Allowance does not apply to this mileage rate.

O-34.6 **Commuter Operators Guarantee**

Commuter Operators on commuter assignments as outlined in O-25.4 with total pay less than the equivalent of three thousand (3000) miles per pay period at their applicable rates will be guaranteed the equivalent of three thousand (3000) miles pay for such period. In the event of a cancellation or curtailment of assignment, for whatever reason or in the event of book-off, **vacation, accrued statutory holidays, or sick days** the guarantee shall be reduced proportionately in the following manner:

Miles driven x 3000 x applicable rate of pay
Miles scheduled per pay period.

Any and all compensation **earned in a pay period excluding earnings while on the Super Board** shall apply to bi-weekly guarantee herein provided.

O-35 DEADHEADING

- O-35.1 Operators deadheading coaches will receive regular mileage or trip rates.
- O-35.2 Where an operator is instructed to deadhead on cushions to a certain point to pick up a run, the deadhead on cushions and miles he/she drives will be considered a single assignment if the driving assignment is started within two (2) hours after arrival. This applies also in reverse where the operator operates a coach to a point and then deadheads back on cushions.
- O-35.3 Operators who have been given a deadhead on cushion assignment will not be required to relinquish their seat while en route and will not be required to stand from the point of origin if a seat is not available to them from point of origin, it being understood that penalty payments will not be paid if the operator is held for a subsequent schedule.
- O-35.4 Operators deadheading on cushions will receive fifty percent (50%) of regular mileage rates.

O-36 ALLOWANCE FOR MAKING OUT REPORTS

Operators will receive twenty-five (25) cents per day for making out all required reports.

O-37 SPARE OPERATOR’S BI-WEEKLY GUARANTEE

O-37.1 Spare operators who are available for service twelve (12) days in ~~any~~ a pay period shall receive a bi-weekly guarantee equal to two thousand **three hundred and fifty (2350)** miles at the operator's applicable mileage rate.

Operators booking two 36 hour book offs will be deducted 1/12 of the guarantee. Operators booking 36 and 24 hours off will not have their guarantee reduced

O-37.2 Available for service means that an operator must be promptly accessible by local telephone. If spare operators are available less than twelve (12) days in any pay period, they shall be credited towards their guarantee one-twelfth of the bi-weekly guarantee for each day available. Any and all earnings and allowances, excluding runarounds, in any pay period shall apply to the bi-weekly guarantee herein provided.

O-38 SPREAD TIME

O-38.1 Spread time shall be paid where the spread of hours for assigned work exceeds ten and one-half (10 1/2) hours at the hourly rate outlined below. This provision shall also apply to straight-away service.

Effective July 1, 2013	\$ 2.22
Effective July 1, 2014	\$ 2.25
Effective July 1, 2015	\$ 2.29
Effective July1, 2016	\$ 2.33

O-38.2 Spread time will be applicable on regular runs that start and end at their home terminals as one day's work. It shall also be applicable on through runs which have added thereto "trippers" for example, a through run from "a" to "b" with a "tripper" from "b" to "c" returning to "b" as one day's work will be subject to spread time. Spread time will be applicable from starting time of run, not sign-on time, and hour of termination of run.

O-39 FIRST (1st) AND SECOND (2nd) ASSIGNMENTS

O-39.1 Spare operators assigned to driving, protecting or other work at the direction of the proper officials of the Company will be paid at their hourly, mileage or trip rates, whichever is greater, with a minimum of three (3) hours for such assignment and go to the foot of the spare board. It is understood that a spare operator receiving an assignment and dropping to the foot of the spare board, and again used within twenty-four (24) hours from the commencement of the original assignment will receive not less than three (3) hours for each additional assignment within this twenty-four (24) hour period. The day shall be deemed to start at 12:01 a.m. Protecting assignments shall not exceed six (6) hours and will be consecutive. It is understood that when an operator is assigned while on protection, the protection and the assignment will be considered a single assignment.

O-39.2 Multiple Assignments

- a) Spare operators receiving a multiple assignment which includes the performance of a normal day's regular assignment shall receive, in addition to their compensation for the regular assignment, at least the first (1st) and second (2nd) assignment minimum as provided in this Article for the assignments performed before and after such regular assignment.
- b) Spare operators receiving a multiple assignment not covered by the above paragraph or who are cut off en route at a point where there is no Company supervisor or employee in charge to

give them instructions as to their duties and who are expected to protect the service of the Company, shall be paid miles for the driving assignment, and after arrival at such point, if he/she is not deadheaded or used to drive on the first (1st) available assignment or two (2) hours whichever is the earlier, shall be paid his hourly rate after such time with a maximum for such protection of six (6) hours pay in any twenty-four (24) hour period. First (1st) and second (2nd) assignment minimums apply to all earnings hereunder.

O-40 LAYOVER

O-40.1 If a spare operator arrives at an away-from-home terminal and a run for which he/she is qualified and entitled fails to develop within sixteen (16) hours after his/her arrival at such away-from-home terminal, such operator will be paid for each of the last eight (8) hours in each twenty-four (24) hour period he/she is held at the away-from-home terminal, at the following hourly rate:

Effective July 1, 2013	\$ 15.80
Effective July 1, 2014	\$ 16.04
Effective July 1, 2015	\$ 16.28
Effective July 1, 2015	\$ 16.61

O-40.2 Payments due under layover provisions are to be broken down into fifteen (15) minute periods and the minimum to be paid shall be one-half (1/2) hour.

O-40.3 It is understood, the scheduled time of arrival at, and departure from the layover point will determine the number of hours layover, and that if the scheduled time of arrival and/or scheduled time of departure is more than one (1) hour late, then the actual time of arrival and/or actual time of departure will be used instead of schedule time of arrival and/or scheduled time of departure. Any protection earnings during the period of layover shall be considered part of the guarantee.

O-40.4 A spare operator held at an away-from-home point thirty-six (36) hours after arrival from his/her home terminal will, if not needed to properly protect the service, be D.H.O.C. home on the next schedule unless work is available on that schedule in which event an operator will be assigned to that work if qualified. In the event an operator is held at an away-from-home-point more than thirty-six (36) hours, it shall be the duty of the Company to prove factually the need for so holding the operator.

O-40.5 It shall be the responsibility of the spare operators involved to notify the applicable supervisor two (2) hours in advance of the thirty-sixth (36th) hour.

O-40.6 In carrying out the intent of this Section, the Company shall not be required to pay any runaround or other penalty payments when an operator is moved out of turn to work back to his/her home terminal when he has declared his/her thirty-six (36) hours.

O-41 BORDER PAY

O-41.1 Operators on revenue runs and charters operating through international borders shall be paid all border time with a minimum of one-half (1/2) hours pay at their applicable hourly rate for each such border

crossing as compensation for time consumed unloading and loading baggage and express for customs clearance.

- O-41.2 Operator's required to bring delayed and lost baggage across international borders will receive thirty (30) minutes pay. The operator must provide and attach to his/her payslip a copy of the "Delayed Baggage Declaration" form for that trip. Failure to do so will result in non-payment of the claim for thirty (30) minutes.
- O-41.3 When Customs or Immigration require an inspection of the bus and/or passengers before crossing through an international border, the operator shall be paid all border time with a minimum of one-half (½) hours pay at their applicable hourly rate for each inspection as compensation for the time unloading and loading baggage for customs clearance.
- O-41.4 Operators required to return passengers who have been rejected by Customs and Immigration back to the country of origin will receive all border time with a minimum of one-half (½) hours pay at their applicable hourly rate.
- O-41.5 When an operator, as part of their job description, as posted in the General Run Bid, is required to commence their work day in a U.S. location, such operator will be compensated a maximum of thirty dollars (\$30.00) per round trip between his home and originating work location for furnishing their own transportation to and from such U.S. locations. **Time paid under this clause will not accrue to any overtime calculation contained in any part of Section O-13 or O-25.2**

O-42 STUDENT PAY

Operators will receive additional compensation equal to fifteen (15) minutes of their regular hourly rate per day, per student, on each such day as they may be assigned to instruct student operators.

"Student operators" as herein used means new operators learning routes from the date of graduation from driver's school up to the first (1st) day they plug on the spare board.

O-43 TERMINAL - GARAGE

- O-43.1 At points where garages are located one (1) mile or more from terminals, actual mileage will be paid in addition to run mileages for trips operated between terminals and garages.
- O-43.2 When an operator is instructed to go from terminal to garage or garage to terminal, he shall be furnished transportation or expenses for transportation by the Company.
- O-43.3 All operators on assignments, who terminate the going portion of their assignment at the garage and are required to report at the terminal to pick up their coach for their return portion, or vice versa, shall be furnished transportation or expenses for transportation by the Company.
- O-43.4 If public or Company transportation is not available between terminals and garages within thirty (30) minutes of the arrival of a spare operator, the Company will supply transportation when needed.
- O-43.5 In each of the above paragraphs, claims for transportation must be approved by a supervisor before reimbursement will take place.

TERMINATION OF AGREEMENT

Section 1

This Agreement shall be in effect from **July 1, 2013 to June 30, 2017** and shall remain in effect from year to year thereafter unless changed or terminated as herein provided.

Section 2

Either party desiring to make any changes or modifications in this Agreement to become effective at the end of the initial term or any annual extension thereof, or desiring to terminate this Agreement at the expiration thereof shall notify the other party in writing of its desire either to enter into negotiations for the purpose of making changes or modifications herein or of its desire to terminate this Agreement at least sixty (60) days prior to the expiration of the initial term or any extension thereof. In the event that any change or modification so requested by either party is not mutually agreed upon prior to the expiration date of this Agreement or any renewal thereof, the Agreement shall terminate at such expiration date unless the same shall be extended by mutual consent. After receipt of notification requesting changes or modifications in the Agreement, the parties agree to set a mutually satisfactory date to meet and discuss same.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their proper officers, hereunto duly authorized, this 10th day of September 2010.

Greyhound Canada Transportation ULC

Stuart Kendrick – Senior Vice President, Canada

Chris Batty - Director, Labour Relations

Mel Levandoski – Labour Relations Manager

Dave Butler - Regional Manager

Amalgamated Transit Union, local 1415

Ian laird - President

Jeff Glover - Vice President

Ken Sundberg - Financial Secretary

David Walker - Driver Executive

William Faller-Driver Executive

Frank Marsh - Driver Executive

Pearse Adams - Terminal Executive

Dario Derosi – Maintenance Executive

LETTER OF UNDERSTANDING #1

July 1, 2013

It is understood and agreed that operators of Greyhound Canada Transportation Corp. (Eastern Division), will operate the Toronto-Buffalo division and maintain the spare board in Toronto during the life of this Agreement.

It is further understood that should the Company open a Company operated terminal or garage, same will be manned by employees of Greyhound Canada Transportation Corp.

LETTER OF UNDERSTANDING #2

July 1, 2013

Wherever "he" or "his" or their related pronouns appear, they have been used for literary purposes and are meant in their generic sense, i.e. to include both female and male sexes.

LETTER OF UNDERSTANDING #3

July 1, 2013

It is agreed for the life of this Agreement, should the Company open a garage in this seniority district, present maintenance employees on the seniority list would be given the first (1st) opportunity of employment in the new garage with full seniority rights and benefits.

LETTER OF UNDERSTANDING #4

July 1, 2013

**RULES AND REGULATIONS GOVERNING POST RETIREMENT EMPLOYMENT
OPTION FOR OPERATORS OF LOCAL 1415**

(Hereinafter referred to as the “Option”)

1. For operators retiring after June 15, 1984, the following procedural guidelines, rules and regulations have been adopted to implement an ‘option’ whereby operators who take early retirement after age fifty-five (55) and prior to age sixty-five (65) may elect to work during the summer bid period each year **until attaining the age of 65**. It is agreed and understood that these procedural guidelines, rules and regulations may be altered or amended by mutual consent of the parties.
2. The operator will be required to “bid” during his/her designated “bid time”. The operator who is not available to bid when it is his/her turn, who has not left a sealed bid with a Company supervisor (so that the supervisor may bid for the operator when his/her turn arrives), will be passed. This passing will permit other operators to continue bidding.

When such an operator has been passed but later becomes available to bid, he/she will bid an assignment from the jobs left for bidding.

No bids will be asked for over the telephone, but will be accepted over the telephone should an operator call in of his/her own accord.

3. Operators choosing to take retirement after age fifty five (55) and prior to age sixty five (65), may, at their option return to a driving position with their full seniority at retirement date in the division from which he/she retired, for the summer bid only each year subject to the following:
4. At time of retirement, operators must notify the Company and the Union in writing of their intention to exercise this 'option.'
5. Operators will signify their intention for the summer bid to their Regional and District Manager in writing with a copy to the Union, no later than April 1st of each year. Operators will return to work when they have so indicated and failure to do so without the permission of the Company will disqualify them from further participation in this 'option.'
6. Operators who elect the 'option' will be allowed to relinquish one (1) summer employment period upon request. Operators who relinquish two (2) consecutive summer employment periods without the permission of the Company will be disqualified from further participation in this ‘option’.
7. Only mandatory benefits such as Worker’s Compensation, Canada Pension and Employment Insurance shall apply except those normally provided for retired employees.
8. Operators electing the 'option' shall receive the current rate of pay based on their length of service at time of retirement.
9. Operators electing the 'option' shall continue to receive their normal pension during these temporary periods of employment and any earnings during these periods will not accrue to any further pension benefits. The Company will not be required to contribute to the Company pension fund on behalf of such operators who elect the ‘option’ and the pensions of such operators will only be adjusted in accordance with the Section of the Pension Plan.
10. Vacation pay for these operators will be paid in accordance with Federal Regulations following each temporary period of employment.
11. Operators electing the 'option' will be required to be in possession of the necessary valid operator

licenses, be medically qualified for such driving position, and in compliance with the Company Drug and Alcohol Policy.

12. Any required retraining or learning of routes will be at the operator's own expense as will any uniform purchases. Safety awards will not be applicable for these temporary periods of employment.

LETTER OF UNDERSTANDING #5

July 1, 2013

It is agreed that charter work that is assigned off of Local 1415 board points will be manned by spare operators from Local 1415 when available and qualified.

LETTER OF UNDERSTANDING #6

July 01 2013

It is agreed that any reference to time limits in "days" throughout the collective agreement shall be deemed to mean "calendar days."

LETTER OF UNDERSTANDING #7

July 01 2013

The benefits which are provided by the Greyhound Eastern Employees Retirement Income Plan are subject to the acceptance for continued registration of the plan by Revenue Canada and by the Office of the Superintendent of Financial Institutions of Canada. If changes are required to be made in order to obtain continued registration, such changes will also be made in the collective bargaining agreement.

LETTER OF UNDERSTANDING #8

July 01 2013

The Company agrees that, effective January 1, 1997 the Greyhound Eastern Employees Retirement Income Plan will be amended to provide benefits for active participants in the Plan as of January 1, 1997 which are the same as the benefits provided by the Greyhound Western Employees Retirement Income Plan which covers employees represented by Local 1374 of the Amalgamated Transit Union as of January 1, 1994, including all attachments and

addendums. Such amended Eastern Canadian Greyhound Lines Retirement and Disability Plan will continue to provide the pension payments and deferred vested benefits to former employees entitled to such benefits on December 31, 1996.

LETTER OF UNDERSTANDING #9

July 01 2013

It is agreed that former Gray Coach employees will be "red circled" for vacation entitlement purposes for the one (1) increment they enjoy on the effective date of the new collective agreement (e.g. an employee receiving three (3) weeks vacation after three (3) years on the effective date of the new agreement will continue to receive three (3) weeks or an employee receiving four (4) weeks vacation after eight (8) years of service will continue to receive four (4) weeks vacation).

LETTER OF UNDERSTANDING #10

July 01 2013

MODIFIED WORK WEEK

The Company and the Union agree to establish a joint committee to meet to explore the issue of the work week in the Maintenance and Terminal departments. The committee shall be instructed that any recommendations shall not include any cost increases to the Company and their final recommendations shall be submitted to the Company and the Union for approval.

LETTER OF UNDERSTANDING # 11

July 01 2013

DEREGULATION OR COMPETITIVE LICENSING

The parties recognize the strong possibility that significant changes are coming in the line haul business throughout Canada. The parties further understand and agree that Greyhound and its employees have provided and continue to provide the highest level of such service available in Canada today. Nevertheless, should the Federal Government and/or the Province of Ontario decide to proceed with deregulation of the industry, the future operations of the Company will undoubtedly be severely affected. As a result, the parties have agreed the following process will be implemented immediately should deregulation be scheduled to take place at any time during the life of this Collective Agreement:

- (1) The parties would agree to meet a minimum of six (6) months in advance of the scheduled date for deregulation.
- (2) The purpose of meeting would be to renegotiate the existing terms and conditions of the Collective Agreement in an effort to maintain the competitiveness of the Company.
- (3) Until such time as the parties have negotiated revised terms and conditions of the Collective Agreement, or the Collective Agreement itself expires by operation of the duration clause, the Collective Agreement will remain in full force and effect.

The parties further recognize that the issuance of new licenses to competitors on routes presently serviced only by Greyhound or a controlled company would also have a severe affect on the future of the Company. As a result, the parties have agreed to the following process should the Provincial Government decide to issue a new license to a competitor not owned or controlled by Greyhound Canada Transportation Corp. or Laidlaw Inc., which is currently serviced by Greyhound or a controlled company:

- (1) The parties will meet and conclude any necessary revisions to the Collective Agreement and operating procedures within thirty (30) days from the date a new authority is approved along any of the lines presently operated by Greyhound Canada Transportation Corporation or any of its controlled affiliates.
- (2) These alternatives may include a re-negotiation of the Collective Agreement, and more particularly, those portions of the Collective Agreement affecting the Company's costs of operation.
- (3) Until such time as the parties have renegotiated the Collective Agreement, and/or the Collective Agreement has expired as a result of the duration clause, all of the terms and conditions of the Collective Agreement will remain in full force and effect.

The parties recognize that the above circumstances will be difficult and will require extensive mutual cooperation in order to ensure the job security of the employees and the success of the Company going forward. It is in that spirit, that the parties have developed the above process to ensure the long-term health of Greyhound Canada Transportation Corp.

Based on the above agreement, the Company agrees to continue to oppose any company attempting to obtain licenses or illegally running over routes presently serviced by Greyhound. The Company also agrees to continue to oppose the deregulation of the industry.

LETTER OF UNDERSTANDING #12

July 01 2013

The parties recognize and agree that a Pension Committee is legally required. It is agreed, that such committee will be established and will meet on a yearly basis. It is further understood and agreed that if outstanding pension issues remain, the parties are to meet to reach mutual resolution.

LETTER OF UNDERSTANDING #13

July 01, 2013

The Company and the Union agree to retain and apply the current Terminal vacation relief policy as per the current practice, for the term of this **2010-2013** Collective Agreement.

LETTER OF UNDERSTANDING #14

July 01, 2013

1. For purposes of this agreement, contributions to the Plan shall be classified as either Normal Contributions or Special Contributions. Normal Contributions shall be defined as the total normal cost of the Plan based on the

actuarial valuation of the Plan. For example, in the January 1, 2009 valuation of the Plan, the Normal Contributions were 13.4% of pay. All other contributions shall be considered Special Contributions.

2. Effective on the first complete pay period following ratification employees participating in the Defined Benefit Plan will contribute an amount equal to fifty (50%) percent of the 'Normal Contributions' as described in #1 above **to a maximum of 7.50%**. Annual employee contribution rate adjustments will take place in the pay period containing January 1, based on the prior year valuation.
3. The employer shall not apply to the Minister of National Revenue for an exemption from the 9% maximum on employee contributions. If the Normal Contributions of the plan should exceed 18% of pay in any one year, the entire excess over **7.5%** of pay shall be paid by the employer. For greater certainty, in no case shall employees contribute greater than **7.5%** of pay to the Plan.

LETTER OF UNDERSTANDING #15

July 01, 2013

For all members who have accrued benefits under the defined benefit provisions of the Plan, once the member has attained the age at which the member is eligible to retire early from the pension Plan (this is age 50), the member will not be entitled to elect a commuted value payout from the Plan and must receive a monthly pension paid immediately or deferred to a later date. For clarity, a member eligible for early retirement can only retire with a monthly benefit from the Plan, regardless of the cause of termination of employment with Greyhound Canada Transportation ULC.

LETTER OF UNDERSTANDING #16

July 01, 2013

CAPITAL ACCUMULATION PLAN

The Company and Union agree that effective October 3 2013, the Greyhound Eastern Employees Retirement Income Plan (the "Plan") will be amended so that employees hired after October 3 2013, will no longer join the existing defined benefit Plan. The Company will provide a new capital accumulation plan whereby employees will contribute a minimum of 2% to a maximum of 4% of earnings and the Company will contribute an amount equal to one-hundred (100%) percent of the employees' contribution, subject to the maximum contribution limits under the Income Tax Act.

The eligibility provisions have been amended to provide immediate vesting. A part-time employee begins to participate in the pension plan and is immediately vested on the January 1 which next follows the completion of two consecutive calendar years of continuous service provided the part-time employee has earned at least 35% of the YMPE in those two years.

Effective upon October 3 2013, existing members of the Plan will be given a choice to join the new capital accumulation plan or to continue earning credited service in the existing defined benefit Plan. This irrevocable choice to join the new capital accumulation plan can be exercised at any time after the ratification date. Accrued benefits in the Plan will remain in the existing defined benefit provisions of the Plan.

LETTER OF UNDERSTANDING #17

July 01, 2013

Garage Travel Time

During 2013 collective bargaining the parties agree that an additional 15 minutes will be added to show time for the purposes of calculating annual overtime as detailed in O-25.2.

This additional 15 minutes, in conjunction with the current show time and the 15 minutes at the end of all assignments, will represent the total time allocation for all garage travel time (to or from the garage) at all locations unless otherwise specified on the Run Bid.

In instances where regular operators are required to travel from the Toronto terminal to the Toronto garage and return, during the operation of their run, an additional 15 minutes will be credited for travel in each direction.

----- End -----