



# AGREEMENT

between

**Greyhound Lines of Canada Ltd.**  
(Eastern Division) Toronto, Ontario

and

**Amalgamated Transit Union**  
Local 1415

**Effective July 1, 2000**

03713 (08)



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## **PREAMBLE**

Entered into by and between Greyhound Canada Transportation Corporation (Eastern Division), their successors and assigns, hereinafter called the "Company" Party of the First Part, and the Amalgamaled Transit Union, AFL-CIO, Local Union 1415, hereinafter called the "Union", Party of **the** Second Part.

## **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 hire or fire or with the right effectively to recommend hiring or firing.
- 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.

### 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 orders 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.

### **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.

#### **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.

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-4.6** 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.

## **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 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 a copy of the Personal Record Entry.

- 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 the service record and medical examination reports, provided the employee has signed a medical release form. 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 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 remove from service with pay but not suspend any employee until the completion of an investigation and hearing with **the Union President/Business Agent** or **his/her** designated representative in attendance, if requested by the employee. However, any employee may be dismissed or suspended immediately for insubordination, intoxication or dishonesty.
- G5.9 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 Corporation (Eastern Division) 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 accor-

dance 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 when the employee would normally be in active duty and will not be served during periods of off time such as worker's compensation or sick leave.
- 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.

## **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 another 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 other Local 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 for all employees from the date entering the service of the Company, it will be understood that the application for per-

manent 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 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**

- G12.1** 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 and admonish all commission agents and Company stations to adhere to tariff restric-

tions 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 initial or initials and last name only; however, upon request an employee may order identification portraying their first name and last initial. 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.

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 **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.

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-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 tele-

phones, 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.

Drivers **may** be issued a Corporate card or other form of credit for Company use. Drivers who refuse **to** accept **a** corporate card will not receive cash advances for work related expenses. **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 terminal and maintenance 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-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 earned remuneration or 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 held in the office of the appropriate Manager which shall be made by Union officers.

**G-16.10** Grievance Pay Claims - A disputed pay claim, paid by grievance settlement, will be paid by separate cheque made payable to the member and mailed to the Local Union.

## **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-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 twenty-five dollars (\$25.00) or more will be reimbursed as shortages (not as advances) upon request by either cheque, draft or cash at the option of the Company; 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 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 nonallowance.
- 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.
- G16.3** 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.

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 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.

### **G-18.7 Supervisory**

- (a) Effective January 1, 1985, any employee promoted to, or current employees who have previously accepted a supervisory or other position with the Company not cov-

ered by this Agreement, will retain but not accumulate seniority in the seniority district in which seniority was held.

Those employees in supervisory or other positions with the Company wishing to retain and accumulate seniority while in these positions must pay full Union dues.

- (b) Effective with the signing of the new 1998 Collective Agreement, employees who transfer to a supervisory position or position not covered by this Collective Agreement, will be permitted to retain and accumulate seniority for a period of one (1) year from the date of transfer, provided they pay full union dues. After one year, the employee may retain the seniority accumulated provided they continue to pay full union dues.

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 (Eastern Division) 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.
- (e) Laid off Terininal 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.

#### 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 LAYOFFS 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 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 telegram, 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 men 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 any 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. Request for such a leave must be made no less than fourteen (14) days prior to commencement of such leave (one (1) month prior in the case of mechanics), and must be made in writing stating duration of the leave.

Any employee who asks for and is granted a leave of absence under G20.7 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 whose job requires a operator's license **and** has seven (7) or more years of service and who suffers a loss or suspension of his/her driver's license on a non-job related incident, will be granted, once in his/her career, the necessary leave of absence for the duration of such **loss** or suspension, not to exceed one (1) year in duration, without pay or benefits.

#### **G20.9** Union Officers

Employees who are officers 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 tours of duty, or portions 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. Such pay for all purposes shall be deemed to be wages.

Immediate family will consist of legally recognized spouse, 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 give the Company **sufficient** advance notice, upon returning from funeral leave, be allowed to pick up his run at the away-from-home point on the fourth (4th) **working** day.

An employee **who fails** to attend the funeral shall be ineligible for the above benefits.

## **G-21 MEDICAL EXAMINATION**

- G-21.1** All physical examinations required as a condition of continued employment, shall be made by a physician selected by the Company and paid for in full by the Company, except as provided for in the appropriate leave-of-absence clauses. Initial examinations will be paid by the applicant for employment.
- 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-21.7** Employees shall obtain required physical examinations in those locations where their bid work commences and only from doctors approved by the Company.

## **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 at all times that duplicate payments are not made. If the sick leave to which an employee is entitled is not paid in the pay period in which it is due, through no fault of the employee, payment of sick leave will be by separate cheque, if requested. The payment of sick leave benefits will be paid upon receipt of the acceptable medical evidence as identified in article G 22.8.

#### **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 out-patient, 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 reasons 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 three (3) 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 there upon be subject to disciplinary action and reduction of elimination of sickness benefits, and shall further

restore to the Company amount 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 day's 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, 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.

Working days herein referred to for regular operators shall be the amount of their regular run 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 with the appropriate waiting time to apply. 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.

#### **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)** or later

Life insurance equal to fifty percent (50%) will be continued at no cost to the employee. The employee must be 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.



<u>Retirement</u>	<u>% of \$11,250</u>	<u>Amount of Retired Life</u>
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 it's 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 fulltime seniority by working twenty (20) consecutive working days as a full- time employee.

The Company will contribute;

Effective July 1, 2001.....	\$ 170.00
Effective July 1, 2002.....	\$ 175.00
Effective July 1, 2003.....	\$ 180.00

**G-23.4** Employees of Greyhound Canada Transportation Corporation (Eastern Division), who retire on an early retirement or disability pension shall, until the employee and his/her spouse attain age sixty five (65), be reimbursed by the

Company, after any reserves have been depleted, for the premiums paid by the retired employee for continued coverage under the Ontario Health Insurance Plan and Medicare Supplement and Extended Health Care as provided by the Union's carrier.

## **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
<i>St. Patrick's Day</i>	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 will receive eight (8) hours of regular pay for all full time employees.
- (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. 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 twenty five dollars (\$125.00) whichever is greater. The holiday pay shall be in addition to the bi-weekly guarantee.
- (d) 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 be paid as follows:
- (a) Terminal and Maintenance Employee - Eight (8) hours pay at time and one half (1 1/2) of their regular pay.
  - (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 (1 1/2) of their regular rate of pay. These operators will be paid for their complete day's run when the run begins on the holiday, including subsequent schedule(s) that start after the holiday and are part of the day's 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 regular miles, border crossings, GCX allowances, and garage miles or hours driven and/or cushioned at time and one half (1 1/2) his/her mileage or hourly rate on the Statutory Holiday or a minimum of one hundred and twenty five dollars (\$125.00) whichever is greater.
- iii) Working as a spare board and regular operator - All regular miles, border crossings, GCX allowances, spread time and garage miles or hours driven and/or cushioned on the Statutory Holiday at time and one half (1 1/2) of

their regular mileage or hourly rate of pay.

**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 0-38.
- (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 employee who is on a scheduled day off on which a Holiday falls, and who is asked and chooses to work on that day, will be paid double time for all work performed, or four (4) hours minimum time, plus ~~the~~ Holiday pay.

**G-24.8** It is understood that there will **be** no pyramiding of overtime rates and article 0-16 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 twelve (12) 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 percent (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 percent 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

**G25.6** 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 division 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/she has qualified. Employees may voluntarily split the vacation for which they have qualified under this section. 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 vacation divisions will be split into **four** (4) locations:

(a) Division #1:

Windsor/London/Sarnia Operators (1415)

(b) Division #2:

Toronto/Guelph/Kitchener/Buffalo/Niagara Falls/Owen Sound Operators (1415)

(c) Division #3:  
Ottawa/Peterborough/Belleville/Pembroke  
Operators (1415)

(d) Division #4:  
Montreal/Ottawa/Kingston/Cornwall/Mani-  
waki (Integrated Operators effective January  
11, 2000 with **the** seniority date of  
June 17, 1999)

It is understood that the above four (4) divi-  
sions will have separate vacation bids.

**G-25.7** The months of July and August will be restrict-  
ed 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  
Division di 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 ill-  
ness 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) day's vacation pay. Spare board operators shall be credited a day's work for each day in such service for the purpose of establishing over-time 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, and 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 quarterly 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**

- September, 1994
- December, 1994
- March, 1995

**PAY**

- 2nd pay period in October 1994
- 2nd pay period in January 1995
- 2nd 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  $\frac{1}{2}$  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 seven (7) 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.

G28.4 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 full-time 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 hill 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 fulltime 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

			\$14.63	\$15.06	\$15.51
		<u>July 1/00</u>	<u>July 1/01</u>	<u>July 1/02</u>	<u>July 1/03</u>
Starting	75%	\$9.00	\$10.97	\$11.30	\$11.64
After 500 hours	80%	\$9.00	\$11.70	\$12.05	\$12.41
After 1000 hours	85%	\$9.00	\$12.43	\$12.81	\$13.19
After 2000 hours	90%	\$9.00	\$13.16	\$13.56	\$13.97

## **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. AU employees in the **bar-gaining 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 a maintenance 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 Company's existing "Greyhound Lines Inc. 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 therefor, 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.
- 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.

**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 day's work, There will also be a five (5) 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.

**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 (1 1/2) in any twenty four (24) hour period.

### **M-3.2 Overtime Board**

Overtime shall be distributed equally insofar as possible among the employees in various classifications. An overtime record in each classification at each location will be maintained and posted in a conspicuous place. When an employee declines overtime, the employee's record will be charged with the amount of overtime declined.

### **M-3.3 Overtime Pass Up**

Any employee shall have the right, if he/she so desires, to pass up the overtime when called upon by the Company to work overtime, provided another qualified employee in that department is available on duty and willing at the time to take his/her place.

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

#### M-3.4 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-3.5 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-3.6 Sixth and Seventh Day

An employee working on his sixth (6th) and seventh (7th) consecutive day of work week shall be paid at the rate of time and one-half (1 1/2).

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

Days on which absences occur for justifiable reasons as herein defined, shall be regarded as days worked for the purpose of the 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) Absences for any *other* reason accepted by the Company.

## **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 leave of absences.
- M-4.2** **For** the purpose of promotion, demotion, lay-off, 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. An employee will be laid off **in** the reverse order of seniority in their respective classifications at the location they **are** working. **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.

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.

#### 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) Tire Person
- (d) Stores Clerk
- (e) Service Employees

Employees currently employed in the Maintenance facility will have first (1st) oppor-

tunity to enter into the apprenticeship program. 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 shirts, 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 classification 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 classification and then continue on at the rate per hour of the higher classification 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 seven (7) days prior to the start of bidding.

#### 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, or when desirable to train a new employee for any position up to but not including the position of working foreman, 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

### 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 (1 1/2) 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** The Company will provide a safety shoe/boot allowance rebate of one hundred and ten **dollars (\$110.00)** to mechanics and ninety **five dollars (\$95.00)** for service employees who are required by law to wear such shoe/boots while working. 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 ten dollars (**\$110.00**) for mechanics and ninety **five dollars (\$95.00)** for service employees, 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 **ten (10)** pairs of coveralls for mechanics, tire person and service employees and up to six **(6)** pairs of coveralls or service coats for coach cleaners per week.

#### M-8.4 Cleaning Rags

Replaceable type cleaning rags will be made available and employees will turn in soiled cleaning rags for replacement.

#### M-8.5 Company Tools and Equipment

Company' owned tools and equipment will be issued from the stock room or tool room and must be returned to the stock room or tool room.

Each mechanic 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 two hundred dollars (\$200.00) shall be paid annually in the first (1st) pay period of December each year to all mechanics. Apprentice mechanics **will** be entitled to a tool allowance equal to **fifty** percent (50%) **of** that of a mechanic.

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

### **M-8.6 Equipment and Tools Furnished**

Serviceman'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 VENTILATION**

The Company agrees that motors will not be run excessively in the garages, in all events, garages will be equipped with sufficient ventilating equipment so that exhaust fumes will be speedily exhausted.

## **M-12 HEAVY WORK**

**M-12.1** 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-12.2** 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-13 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 and bath towels shall also be provided.

## **M-14 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-15 JOB DESCRIPTION**

### **M-15.1 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.

Trade 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.

### **M-15.2 Apprentice Mechanics**

This classification will include all employees deemed by the Company to have the required qualifications to register into the Ontario Provincial Apprenticeship program for Bus/Truck Mechanics.

Duties will include, but not be limited to meeting all apprenticeship program standards and lubricating, oiling, general repairs, maintaining any necessary records, shunting buses, changing and checking tires, or any related work including work assignments in a lower classification.

### M-15.3 Service Employees

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.

### M-15.4 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 regrooving 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-15.5 Stock Keeper

**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-16 WAGE SCALE**

### **M-16.1 CLASSIFICATION RETROACTIVITY**

There will be a one (1) time payment of 3.25%, representing retroactivity to all employees on the payroll at the date of ratification (June 19, 2001), applied to gross earnings between July 1st, 2000 and June 30th, 2001.

Employees who have entered extended sick leave, and/or long term disability between the period July 1st, 2000 and June 19th, 2001 inclusive, will also be eligible for the one (1) time payment of 3.25% representing retroactivity in the same as above.

	<u>July 1/00</u>	<u>July 1/01</u>	<u>July 1/02</u>	<u>July 1/03</u>
<b><u>Mechanics.</u></b>				
Starting Rate	\$21.05	\$24.18	\$24.91	\$25.65
After 6 Months	\$21.12	\$24.25	\$24.98	\$25.73
After 12 Months	\$21.18	\$24.32	\$25.05	\$25.80
After 24 Months	\$21.26	\$24.40	\$25.13	\$25.88
<b>Working Foreman &amp; Leadhand</b>	\$ 1.00 per hour premium			
	<u>July 1/00</u>	<u>July 1/01</u>	<u>July 1/02</u>	<u>July 1/03</u>
<b><u>Apprentice Mechanics</u></b>				
First Year <i>Service Person</i>	\$14.71	\$15.15	\$15.61	\$16.07
Second Year - 75%	\$15.79	\$18.14	\$18.68	\$19.24
Third Year - 80%	\$16.84	\$19.34	\$19.92	\$20.52
Fourth Year - 85%	\$17.89	\$20.55	\$21.17	\$21.80

**Stock Person**

Starting Rate	\$15.54	\$16.01	\$16.49	\$16.98
After 6 Months	\$15.60	\$16.07	\$16.55	\$17.05
After 12 Months	\$15.66	\$16.13	\$16.61	\$17.11
After 24 Months	\$15.71	\$16.18	\$16.67	\$17.17

**Tire Person**

Starting Rate	\$15.54	\$16.01	\$16.49	\$16.98
After 6 Months	\$15.60	\$16.07	\$16.55	\$17.05
After 12 Months	\$15.66	\$16.13	\$16.61	\$17.11
After 24 Months	\$15.71	\$16.18	\$16.67	\$17.17

**Service Employees**

Starting Rate	\$14.54	\$14.98	\$15.43	\$15.89
After 6 Months	\$14.60	\$15.04	\$15.49	\$15.95
After 12 Months	\$14.66	\$15.10	\$15.55	\$16.02
After 24 Months	\$14.71	\$15.15	\$15.61	\$16.07

**M-16.2 Shift Premium**

Employees who begin their work shift between 3:00 p.m. and 10:59 p.m., will be paid a premium of (10) cents per hour.

Employees who begin their work shift between 11:00 p.m. and 6:00 p.m., will be paid a premium of fifteen (15) cents per hour.

## M-17 OTTAWA MAINTENANCE

Letter of Agreement: Dated and Signed November 22, 2000.

Date of Implementation: January 29, 2001.

All the provisions of the Collective Agreement will apply except for what is outlined herein. Where any disagreement exists, the content listed below will prevail.

The following items detail specific work rules or regulations in existence at the Ottawa Garage and are required to maintain the operational flexibility.

### Item 1 Service and Seniority

The employees of Straight Talk will be hired as new employees of Greyhound Canada Transportation Corporation filling the Ottawa positions. Thereafter, all vacancies will be filled according to the collective agreement.

The service and seniority of these employees will commence as of their date of hire with Greyhound Canada Transportation Corporation.

On the date of implementation of this agreement, a seniority list will be generated that provides for a ranking of the Ottawa garage employees that is based either on a pre-existing ranking system or, by means of a draw. Such a list will also identify any vacation service credits (as defined below).

Employees will have thirty (30) days from the posting of such list to bring any errors to managements' attention.

## Item 2 Vacations

As of January 29, 2001, these employees have received all vacation monies owed from Straight Talk. Given that not all of these employees took vacation time, the Company will agree to provide these employees with two (2) weeks of unpaid vacation time during the 2001 calendar year. The vacation pay percentage received from Straight Talk will continue to the close of business the day prior to implementation. Thereafter, vacation pay and time will be accrued and the vacation schedule for vacation payment and time amounts will be followed according to the collective agreement. Past service of Straight Talk employees at the Ottawa garage for time worked from the date of hire at Straight Talk's Ottawa garage will be credited and brought into Greyhound for vacation purposes only.

## Item 3 Hours of Work

Hours of work will be based on operational requirements for service on a seven (7) day per week, twenty four (24) hour per day basis, and will not be limited to five (5) consecutive eight (8) hour days a week. It is further recognized that modified work weeks exist as per the past practice under the former owner. Such work weeks consist of eight (8), ten (10) or twelve

(12) hour shifts. These modified work schedules already approved by the employees and **the** government will not be altered or changed **unless** mutually agreed by the Company and the Union. The Company will provide more detailed language **to** the Union on delineation of hours of work.

#### Item 4 Overtime

Overtime will be paid at the rate of time and one half (1 1/2) the normal rate of pay for time exceeding the daily scheduled hours of work or, for time exceeding eighty (80) hours of work in a two (2) week pay period. For clarification, an employee who misses a scheduled **shift** and then works his/her scheduled day off will receive overtime payment for those hours worked on his/her day off.

#### Item 5 Part Time Service Employees

It is recognized that part time employees are currently used to facilitate the meeting of our operational needs and, such practice will be continued. **Part** time service employees will not be used in a manner that would prevent the utilization of full time shifts.

#### item 6 Part Time Mechanics

It is recognized that there is one (1) part time mechanic position. This part time position will continue either until the incumbent leaves the employment of Greyhound Canada

Transportation Corporation or the Company discontinues the position, whichever occurs first. In the event that the StraightTalk employee currently filling this position does not accept employment with Greyhound Canada Transportation Corporation, the Company may on a one (1) time basis hire a new employee into this position.

#### Item 7 Statutory Holidays

Statutory Holidays shall be paid in accordance with provisions elsewhere in the Collective Agreement.

#### Item 8 On Call Pay

**The** Company has **the** right to establish an on call shift and rate, should it be operationally necessary to do so. **The** Company and the Union will write specific language establishing the method and calculation **of** on call.

#### Item 9 Classifications

The recognized maintenance classifications at the Ottawa garage are as follows:

- \*\* Licensed Mechanics  
(includes licensed body persons and licensed welders)
- \*\* Apprentice Mechanics
- \*\* Senior Service Employee  
(performs mechanical-type services for which the government does not require a certified licensed mechanic).



The company agrees to provide a more detailed job description of the Senior Service Employee, including a commitment that work performed by such class of employee will not violate government safety regulations.

- \*\* Tireperson  
(Performs tire services, service employee functions and mechanic's helper functions).
- \*\* Store Person  
(Performs some stock room functions and some service employee functions).
- \*\* Service Employee  
(General cleaning, fueling and dumping of coaches).

It is agreed that there will be a maximum of two (2) Senior Service Employee positions at the Ottawa garage at any time.

#### Item 10 Wages

##### Mechanics

Effective January 29, 2001.....	\$21.05
Effective January 1, 2002 .....	\$21.26
Effective January 1, 2003.....	\$21.90
Effective July 1, 2003 .....	\$22.56
Hired after January 29, 2001 .....	\$21.05
After One (1) Year of Service.,.....	\$21.26
After Two (2) Years of Service .....	\$21.90

## Apprentice Mechanics

First (1st) Year of Apprenticeship .....Starting  
Service Persons rate (or their previous  
Service Persons rate, whichever is  
greater)

Second (2 nd) Year Of

Apprenticeship ..... 75% of Mechanic's  
Start Wage

Third (3rd) Year of

Apprenticeship..... 80% of Mechanic's  
Start Wage

Fourth (4th) Year of

Apprenticeship..... .85% of Mechanic's  
Start Wage

## Service Employee

Effective January 29, 2001..... \$ 11.00

Effective January 01, 2002..... \$ 12.25

Effective January 01, 2003..... \$ 13.50

Hired After January 29, 2001..... \$ 11.00

After One (1) Year of Service .....\$ 12.25

After Two (2) Years of Service .....\$ 13.50

## Senior Service Employee, Stores Person and Tire Person

These positions will receive a premium of one  
dollar (\$1.00) per hour in addition to the  
Service Employee rate.

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## Notations

1. The rates of the Ottawa garage will continue to be negotiated separately from the Toronto Maintenance group.
2. Straight Talk employees hired by Greyhound Canada Transportation Corporation January 29, 2001 who are currently receiving a higher rate of pay will continue at their existing rate of pay and will receive the percentage increases in this Collective Agreement.
3. Greyhound Canada Transportation Corporation Maintenance employees working outside the Ottawa garage who transfer into the Ottawa garage will maintain the wage rate and structure under which they are paid immediately prior to the transfer.

# 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 Corporation (Eastern Division), 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 (1 1/2),
- 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.

In the event no employees in that department are willing to work overtime, the junior 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 (1 1/2). 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 off duty shall be paid at time and one half (1 1/2) 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.

#### 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 the vocation of a ticket agent. Such duties and responsibilities will include selling tickets, travel information, hilling and handling express and baggage in emergencies, making reports, supervision over depot employees, answering telephones and general responsibility for operation of depots in the absence of higher designated authority.

##### **(b) Baggage and Express Clerks 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 Clerks 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; maintenance of terminal employees' personnel files; typing of time sheets, Form 6s 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, wash exterior of coach, 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 uten-

**sils, 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 provided 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 effec-

tive in January. No general bid will be in effect for longer than one hundred and twenty (120) days or less than forty five (45) days except by mutual consent and any delays by either party will be submitted in writing.

## T5.2 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.

## T5.3 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 that the lunch periods may **be altered** upon mutual **agreement** between **the** Company and the Union,

#### T5.4 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.

#### T5.5 **Vacancies** and **New Positions**

When vacancies greater **than** twenty **five (25)** days occur or when a new permanent **full-time** position covered by this Agreement is created, employees shall be notified by bulletin not later than five (5) days after the position is available and the bulletin shall remain posted for a minimum of **five (5) 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.

## T5.6 Probationary Period - Upgrade

If, within ninety (90) days after 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.

## T5.7 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.

T5.8 Employees accepted in another classification in which they have had no previous experience will be given reasonable instructions and time to learn the new job.

## T5.9 Notice of Displacement

Employees receiving notice of being displaced or having their position abolished must exercise their displacement privileges within *sixteen* (16) working hours. When displacement involves transferring to another point, the employee will be given an extension of time to

make the determination, which shall not exceed sixteen (16) working 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-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** cover-all?.

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

Ticket Agents:            3 shirts, 2 pants, 2  
   summer shorts,  
   2 sweaters, 1 jacket

Baggage and Express: 3 shirts, 2 pants,  
   2 summer shorts,  
   2 sweaters

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



**T6.2** The Company will provide a safety shoe/boot rebate of **ninety** dollars (\$90.00) 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.

**T6.3** Foul-Weather Gear

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

**T6.4** 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.

**T6.5** 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 retain any overages.

## **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 clerks 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 fifteen (15) minutes pay of their normal hourly rate, per day, on each day they may be 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

### RETROACTIVITY

There **will** be a one (1) time payment of 3.25% representing retroactivity to all employees active on the **payroll** at the date of ratification (June 19, 2001), applied to **gross** earnings between July 1st,, 2000 and June 30th, 2001.

**Employees** who have entered extended sick leave and/or long term disability between the periods July 1st, 2000 and June 19th, 2001, inclusive, **will** also eligible for the one (1) time payment of 3.25% representing retroactivity in the same as above.

	<u>July 1/00</u>	<u>July 1/01</u>	<u>July 1/02</u>	<u>July 1/03</u>
<b><u>Ticket Agents</u></b>				
Starting Rate	\$14.45	\$14.88	\$15.33	\$15.79
After 6 Months	\$14.51	\$14.95	\$15.39	\$15.86
After 12 Months	\$14.57	\$15.01	\$15.46	\$15.92
After 18 Months	\$14.62	\$15.06	\$15.51	\$15.98
After 24 Months	\$14.74	\$15.18	\$15.64	\$16.11
After 36 Months	\$14.86	\$15.31	\$15.76	\$16.24
<b><u>Baggage/Express Clerks</u></b>				
Starting Rate	\$14.22	\$14.65	\$15.09	\$15.54
After 6 Months	\$14.27	\$14.70	\$15.14	\$15.59
After 12 Months	\$14.34	\$14.77	\$15.21	\$15.67
After 18 Months	\$14.39	\$14.82	\$15.27	\$15.72
After 24 Months	\$14.45	\$14.88	\$15.33	\$15.79
After 36 Months	\$14.51	\$14.95	\$15.39	\$15.86

**Ticket Office Clerks**

Starting Rate	\$14.20	\$14.63	\$15.06	\$15.52
After 6 Months	\$14.25	\$14.68	\$15.12	\$15.57
After 12 Months	\$14.32	\$14.75	\$15.19	\$15.65
After 18 Months	\$14.37	\$14.80	\$15.25	\$15.70
After 24 Months	\$14.43	\$14.86	\$15.31	\$15.77
After 36 Months	\$14.49	\$14.92	\$15.37	\$15.83
Terminal Janitors				
Starting Rate	\$14.08	\$14.50	\$14.94	\$15.39
After 6 Months	\$14.20	\$14.63	\$15.06	\$15.52
After 12 Months	\$14.32	\$14.75	\$15.19	\$15.65

**July 1/00 July 1/01 July 1/02 July 1/03**

**Terminal Package****Express/Driver**

Starting Rate	\$13.64	\$14.05	\$14.47	\$14.90
After 6 Months	\$15.37	\$15.83	\$16.31	\$16.80

**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.**

# 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 OPERATORS 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 Effective November 1, 1983, all operators hired by or transferring to the property of Greyhound Canada Transportation

Corporation (Eastern Division), must possess a Class "B" operators license as a condition of employment. Present operators currently holding Class "B" operator's licenses must maintain same.

- O-3.3 An operator temporarily downgraded to a Class "C" 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" 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 for 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-4 OPERATORS UNIFORMS**

- O-4.1 For all operators, the Company will defray the cost of the equivalent of one (1) tunic, **two (2)** pair 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 operators basic uniform will consist of tunic, two (2) pair of trousers, cap, nameplate and tie clip. Operators shall have the option of ordering uniforms from a tailor of the operator's choice provided such tailor is approved by the Company and meets the Company's requirements with respect to specifications in cloth and tailoring, as well as price. 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 Regulation uniform long or short-sleeve shirts will be optional. 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 The wearing of the regulation uniform cap will be optional.

O-4.6 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-4.7 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 facility 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 OPERATORS EQUIPMENT**

Certain equipment necessary in the conduct of work including 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 will provide Video Cassettes to operators and the operators will be required to show movies on 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 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.

- 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 operator will make every effort to make or secure repairs as quickly as possible. When outside service is necessary, 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, 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 the normal report point one-half (1/2) hour before normal report time and if given at home, one and one-half (1 1/2) hours prior to normal report time even though the operator is not at home.

- 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 (1/2) hour late, will be paid for all time in excess of one half (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.
- 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.

**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 assignment or an aggre-

gate of more than one (1) hour in a six (6) month period.

- (c) Change of assignment resulting in a difference of one hundred dollars (\$100.00) 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 avail-

able 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 (1 1/2) 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** All regular operators desiring to work overtime must sign a sheet furnished by the Company posted on the first (1st) of each month at each spare board location. The operator's name will remain on the sheet for one (1) calendar month or until he/she has been used or has refused an assignment at which time and in order to work overtime again, he/she must re-

sign the overtime sheet and go to the bottom of the list.

- O-16.6 The operators who have signed will be used first in, first-out. If an operator has signed and does not report for the assignment he/she was called for, he/she is removed from the board and cannot be used again until he/she has resigned the sheet. 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) operator who can complete the assignment without interfering with his/her run. In the event no operators are qualified, the first (1st) up operator on the super board will be used.

The super board must be depleted before regular operators 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.
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 a half (1 1/2),

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 a half ( $1 \frac{1}{2}$ ). (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) hour's pay at time and a half ( $1 \frac{1}{2}$ ). (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 a half ( $1 \frac{1}{2}$ ).
- (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 a half ( $1 \frac{1}{2}$ ).

(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 day's work, will not be required to operate the next day's 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 (1 1/2) 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. Out-of-town spare operators at points other than Toronto, will be worked first-in, first-out to and towards their home terminals. Out-of-town spare operators in Toronto will be worked primarily to and towards their home terminal.

## **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 co-operate 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 chatter, 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.

## 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 twentyfour (24) hours and then 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 twentyfour (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 eight (8) hours. The operator would report on the eleventh (11th) hour for protection or assignment.

### O-24.2 Away from Home

Same as the above except that the operator would report on the ninth (9<sup>th</sup>) 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 his/her eight (8) hours of rest if, since his/her last period of rest, his/her earnings exceed two hundred and twenty five (225) miles driven or his/her charter miles and/or hours of D.H.O.C. miles exceed the equivalent of two hundred and twenty five (225) driving miles. All other earnings will be included except G.C.X. and garage allowance.

The operator must make his/her request on his arrival.

## **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 two thousand and eighty (2080) hours in a calendar year shall be considered overtime unless otherwise provided for in this Agreement. If overtime is paid on a daily or hi-weekly basis it will not be required to be paid on the annual 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) GCX allowances
  - (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) 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.
- (k) An extra thirty (30) minutes will be allowed for all runs that start and finish in Detroit.
- (l) DHOC time

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 paid under the bi-weekly guarantee that start their work prior to 8:00 am and commence their return trip between the hours of 4:00 pm and 6:00 pm, Monday through Friday, excluding holidays and with no scheduled service between such service and operating schedules within seventy-five (75) miles of Toronto. These operators will have a five (5) day maximum work week.

- O-25.5 Commuter Operators will be expected to perform any work within their vocation during their layover. Notification for such work will be given upon their arrival at the layover point, or sooner if possible. During the period of June 15th, to September 15th, notification for work for these operators will be given within **two (2)** hours of their arrival, if requested.
- O-25.6 Each operator will be entitled to a period of at least twenty-four (24) consecutive hours of rest at his/her home terminal each week, 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 a 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 1/00.....	<b>\$8.21</b>
Effective July 1/01 .....	<b>\$8.46</b>
Effective July 1/02.....	<b>\$8.71</b>
Effective July 1/03 .....	<b>\$8.97</b>

**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) day's 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 (1 1/2) hours prior to depart time: e.g. from Windsor one and one-half (1 1/2) hours prior to departure time out of Detroit. **From Niagara Falls** one and one-half (1 1/2) 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 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.

O-27.5 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.

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 lessor, the spare operator first (1st) up for such work shall conduct such equipment or be paid lost miles up to but not exceeding an amount equivalent to a runaround, whether the equipment is leased from a non-board or spare board point. If no spare operator is immedi-

ately available, the claim shall go to the first (1st) up operator on the next closest spare board.

**O-29.2** **Such** claims will be distributed as follows;

- (a) The first (1st) up qualified operator on the spare board with hours to drive the assignment.
- (b) The first (1st) up operator on the spare board not qualified for driving hours but has enough on-duty hours.
- (c) The next spare board(s)

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-29.3** When rental or conducting assignments are to be implemented, the **Company will assign the rental tickets to the first (1st) up qualified operator** on the spare board or nearest spare 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-29.4 Operators who have a book off will not be entitled to any claims under this article nor will any spare operator have a claim if the regular operator on that particular run is conducting on the leased equipment.

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 an 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 runaround 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 Corporation (Eastern Division), will be driven by Greyhound Canada Transportation Corporation (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 <b>July 1/00</b> .....	<b>\$56.00</b>
Effective <b>July 1/01</b> .....	<b>\$57.68</b>
Effective <b>July 1/02</b> .....	<b>\$59.41</b>
Effective <b>July 1/03</b> .....	<b>\$61.19</b>

## O-32.6 Special/Charter Work

- (a) 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 a 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 1/00.....	\$14.28
Effective July 1/01.....	\$14.71
<b>Effective July 1/02.....</b>	<b>\$15.15</b>
Effective July 1/03.....	\$15.60

### Miles Claimed

Effective July 1/00.....	\$10.00
Effective July 1/01.....	\$10.30
Effective July 1/02 .....	\$10.61
Effective July 1/03.....	\$10.93

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 2359 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 run around.

### O-32.9 **Regular Operator Charters**

Payment of time and one-half (1 1/2) 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 (1 1/2) 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 <b>July 1/00</b> .....	\$25.50
Effective <b>July 1 /01</b> .....	\$26.27
Effective <b>July 1/02</b> .....	\$27.05
Effective <b>July 1/03</b> .....	\$27.86

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 <b>July 1/00</b> .....	\$14.79
Effective <b>July 1/01</b> .....	\$15.23
Effective <b>July 1/02</b> .....	\$15.69
Effective <b>July 1-03</b> .....	\$16.16

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 pick-ups.
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 **six dollars and seventy five cents (\$6.75)** 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 twentyfour (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

### RETROACTIVITY

There will be a one (1) time payment of 3.25% representing retroactivity to all employees active on the payroll at the date of ratification (June 19, 2001), applied to gross earnings between July 1st, 2000 and June 30th, 2001.

Employees who have entered extended sick leave and/or long term disability between the period July 1st, 2000 and June 19, 2001, inclusive, will also be eligible for the one (1) time payment of 3.25% representing retroactivity in the same as above.

### O-34.1 Mileage Rates;(Cents Per Mile).

	<u>July 1/00</u>	<u>July 1/01</u>	<u>July 1/02</u>	<u>July 1/03</u>
<b><u>Mileage Rate</u></b>				
Starting Rate	\$58.63	\$60.39	\$62.20	\$64.07
After 6 Months	\$59.22	\$61.00	\$62.83	\$64.71
After 12 Months	\$59.81	\$61.60	\$63.45	\$65.36
After 18 Months	\$60.38	\$62.19	\$64.06	\$65.98
<b>At 24 Months &amp; Thereafter</b>	\$61.24	\$63.08	\$64.97	\$66.92
<b><u>Hourly Rate</u></b>				
Starting Rate	\$12.71	\$13.09	\$13.48	\$13.89
After 6 Months	\$12.77	\$13.15	\$13.55	\$13.95
After 12 Months	\$12.81	\$13.19	\$13.59	\$14.00
After 18 Months	\$12.86	\$13.25	\$13.64	\$14.05
<b>At 24 Months &amp; Thereafter</b>	\$12.94	\$13.33	\$13.73	\$14.14

	<u>July 1/00</u>	<u>July 1/01</u>	<u>July 1/02</u>	<u>July 1/03</u>
<b><u>Hourly Protection</u></b>				
Protection Rate	\$12.22	\$12.59	\$12.96	\$13.35
Hourly Rate	\$12.94	\$13.33	\$13.73	\$14.14
Sightseeing Protection	\$14.79	\$15.23	\$15.69	\$16.16
Overtime Rate	\$ 8.21	\$ 8.46	\$ 8.71	\$ 8.97
Spread Time	\$ 1.72	\$ 1.77	\$ 1.82	\$ 1.88
<b><u>Tours</u></b>				
Hotel Pick Up Rate	\$25.50	\$26.27	\$27.05	\$27.86
Toronto City Tour	\$76.50	\$78.80	\$81.16	\$83.59
Casa Loma Tour	\$91.80	\$94.55	\$97.39	\$100.31
Niagara Tour	\$178.50	\$190.00	\$199.50	\$201.50
Royal Botanical Tour	\$142.80	\$147.08	\$151.50	\$156.04
CN Tower Tour	\$ 91.80	\$ 94.55	\$ 97.39	\$100.31
On/Off Tour - Per Hour	\$14.79	\$15.23	\$15.69	\$16.16
Layover	\$12.22	\$12.59	\$12.96	\$13.35
<b><u>Special/Charter Work</u></b>				
No Miles on One Day	\$14.28	\$14.71	\$15.15	\$15.60
Miles Claimed	\$10.00	\$10.30	\$10.61	\$10.93
Article 0-32.5	\$56.00	\$ 57.68	\$59.41	\$61.19

### 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** addition fifteen (15) minutes pay at

their regular hourly rate. **While** on route, if a operator is delayed due to any problem with the **trailer**, the operator will **be** compensated **for** ail delay **time** in accordance with Section O-13-3. AU 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** one hundred and sixty (160) 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 as in the past.

### O-34.5 Regular Operator's Guarantee

(a) 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, the guarantee shall be



reduced proportionately in the following manner:

$$\frac{\text{Miles driven} \times 2350 \times \text{applicable rate of nap}}{\text{Miles scheduled per pay period}}$$

Any and all compensation including earnings and allowances in any pay period shall apply to the bi-weekly guarantee herein provided. Cost-of-Living Allowance does not apply to this mileage rate.

- (b) When the spare board is depleted, regular operators eligible for the above guarantee may be required to do additional work within their vocation, with as much notice as the Company deems possible, to make up the mileage paid for but not driven.
- (c) if spare work is performed within the period for an assignment, the miles driven shall be paid for at the straight-time, applicable rate and such miles shall proportionately reduce the amount of guarantee payable for the period.
- (d) If spare work is performed outside of the operator's regular tour of duty, all extra work earnings will be paid at time and a half (1 1/2) and such earnings shall not reduce the amount of guarantee payable for the period.

## 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 MEAL ALLOWANCE**

in addition to all wages paid for the following items:

- (a) Mileage rates.
- (b) Trip rates.
- (c) Hourly rates.
- (d) Daily rates.
- (e) Monthly rates.
- (f) Minimum assignments
- (g) One (1) day charters.
- (h) Statutory Holiday pay.

there shall be included four percent (4%) as an allowance for meal expenses to be added to each pay cheque, This meal allowance shall be shown on the operator's pay recap.

## **O-37 ALLOWANCE FOR MAKING OUT REPORTS**

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

## **O-38 SPARE OPERATORS BI-WEEKLY GUARANTEE**

**O-38.1** Spare operators who are available for service twelve (12) days in any pay period shall receive a bi-weekly guarantee equal to two thousand (2000) miles driven at the operator's applicable mileage rate. Cost-of-Living Allowance does not apply to this mileage rate.

O-38.2 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-39 SPREAD TIME

O-39.1 Spread time shall be paid where the spread of hours for assigned work exceeds ten (10) and one-half (1/2) hours at the **hourly** rate outlined below. This provision shall also apply to straight-away service.

Effective <b>July 1/00</b> .....	\$1.72
Effective <b>July 1/01</b> .....	\$1.77
Effective <b>July 1/02</b> .....	\$1.82
Effective <b>July 1/03</b> .....	\$1.88

O-39.2 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-40 FIRST (1st) AND SECOND (2nd) ASSIGNMENTS**

**O-40.1** 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, milcage 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 being 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 a operator is assigned while on protection, the protection and the assignment will be considered a single assignment.

## O-40.2 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-41 LAYOVER

**O-41.1** 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 with 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 1/00.....	\$12.22
Effective July 1/01.....	<b>\$12.59</b>
Effective July 1/02.....	\$12.96
Effective July 1/03.....	\$13.35

**O-41.2** 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-41.3** 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-41.4 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-41.5 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-41.6 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-42 BORDER PAY

- O-42.1 Operators on revenue runs and charters operating through international borders shall be paid one-half (1/2) hour's 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-42.2 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-42.3 Delay time at the border in excess of thirty (30) **minutes** will be claimed at the end of the schedule under the Delay Time clause. A maximum claim of thirty (30) minutes on all revenue trips will be allowed on border crossings.

## O-43 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-44 TERMINAL - GARAGE**

- O-44.1 At points where garages are located one (1) mile or more from terminals, actual mileage will be paid in addition to tun mileages for trips operated between terminals and garages.
- O-44.2 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-44.3 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-44.4 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-44.5 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, 2000** to **June 30, 2004**, 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 1st day of July 1, 2001.

Greyhound Canada Transportation Corporation

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Miriam VanEssen, Manager, Human Resources

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Stuart Kendrick, General Manager - Ontario and Quebec

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John Loveseed, Director of Maintenance

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Randy Padley, Manager of GCX, Ontario and Quebec

AMALGAMATED TRANSIT UNION, LOCAL 1415

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Gary Dorion, President/Business Agent

---

David Harper, Vice President

---

Mark Clackett, Financial Secretary

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Kevin Beresten, Driver Executive

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Gordon White, Driver Executive

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Dan Cameron, Terminal/GCX Executive

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Earl Smith, Garage Executive

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## **LETTER OF UNDERSTANDING #1**

*Letter of Understanding #1 deleted effective July 1, 2000.*

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## **LETTER OF UNDERSTANDING #2**

November 8, 1998.

It is understood and agreed that operators of Greyhound Canada Transportation Corporation (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 Corporation (Eastern Division).

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## **LETTER OF UNDERSTANDING #3**

November 8, 1998.

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.

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## **LETTER OF UNDERSTANDING #4**

November 8, 1998.

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.

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## LETTER OF UNDERSTANDING #5

November 8, 1998.

Revised July 1, 2000.

### RULES AND REGULATIONS GOVERNING POST RETIREMENT EMPLOYMENT OPTION FOR OPERA- TORS 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. 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 designated "bid time". The operator who is not available to bid when it is his 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 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** 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 and all other group benefits shall not apply except that life insurance and extended health shall continue as normally provided for retired employees.
  - a. 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 and, be medically qualified for such driving position



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.

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### **LETTER OF UNDERSTANDING #6**

November 8, 1998.

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.

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### **LETTER OF UNDERSTANDING #7**

November 8, 1998

It is agreed that a fifteen (15) minute bus parcel express allowance will be paid on trips that operate to the present bus parcel express facility in Toronto and Ottawa, Operators hooked on the express schedules on the Ottawa - Toronto route will receive thirty (30) minutes for loading and unloading freight in Ottawa.

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### **LETTER OF UNDERSTANDING #8**

November 8, 1998

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

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## LETTER OF UNDERSTANDING #9

July 1, 2001.

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.

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## LETTER OF UNDERSTANDING #10

July 1, 2001

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.

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## **LETTER OF UNDERSTANDING #11**

November 8, 1998

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).

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## **LETTER OF UNDERSTANDING #12**

November 8, 1998

### **MODIFIED WORKWEEK**

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.

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## **LETTER OF UNDERSTANDING # 13**

November 8, 1998

### **DEREGULATION OR COMPETITIVE LICENSING**

The parties recognize the strong possibility that sig-

nificant 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 devel-

oped the above process to ensure the long-term health of Greyhound Canada Transportation Corporation.

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 ,deregulationof the industry.

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### **LETTER OF UNDERSTANDING #14**

July 1, 2001.

This will confirm that on May 23rd, 2001, the respective parties signed off on the new Collective Agreement between Greyhound Canada Transportation Corporation and the Amalgamated Transit Union, Local 1415, with a duration of July 1st, 2000 to June 30th, 2004.

It is understood that the parties recognize and agree that a Pension Committee is legally required to be formed. It is agreed, therefore, that such committee will

therefore be established and will meet as soon as possible but no later than September 1st, 2001 for the initial meeting. It is further understood and agreed that outstanding pension issues remain and, the parties are to meet to reach mutual agreement on the resolution and said outstanding pension issues.

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